



Common Council

Regular Meeting

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

Agenda

Tuesday, June 18, 2019

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **June 18, 2019 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 4, 2019 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Consider Community Service Grant Application.
6. Staff Update on De Pere CDBG-CLOSE & Revolving Loan Fund - No Action Required.
7. Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey Map at 5813 Blake Road in the Town of Rockland (Parcel R-376). Submitted by Aaron P. Schroeder, PLS, CQM INC, authorized representative for Timothy J. & Lynn A. Jonet, property owners.
8. Recommendation from the Finance/Personnel Committee regarding a request for \$1000 from TIDs 7 and 9 (\$500 from each) to fund a pilot Geofencing Visitor Data and Impact Analysis.
9. Recommendation from the Finance/Personnel Committee to Waive Department of Public Works Fees for Downtown Events Including: Farmers Market, Art Walk, Food Truck Rally, Doggie Block Party, and De Pere Holly Day at the Request of Definitely De Pere.
10. Recommendation from the Board of Public Works to Approve Award of Contract 19-05 Sidewalk, Curb and Concrete Pavement Repair to Martell Construction, Inc. in the amount of \$584,300.00.
11. Recommendation from the Board of Public Works to approve award of Contract 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue and Contract 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street to Sommers Construction Company, Inc. in the amounts of \$171,084.80 and \$459,793.25 respectively.
12. Recommendation from the Board of Public Works to approve award of Contract 19-11 Garrity's Glen South Subdivision Construction to Dorner, Inc. in the amount of \$2,059,620.30.
13. Recommendation from the License Committee on an application for a premises description change for Green Room Theatre, LLC.

14. Recommendation from the License Committee on an application for a revised Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 20 - August 29 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 5 - September 26 from 3:00 p.m. - 7:00 p.m.
15. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.
 - A. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.
 - B. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.
 - C. Class "B" Fermented Malt Beverage/"Class B" Reserve Intoxicating Liquor License.
16. Ordinance #19-16 Amending Section 150-23, Schedule G, Regarding Traffic Regulations.
17. Resolution #19-62 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. Sidewalk on the East Side of Lawrence Drive from Scheuring Road to Main Avenue.
18. Resolution #19-63 Authorizing Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (Garrity's Glen South Subdivision).
19. Resolution #19-64 Authorizing Installment Payment of Expenses for Sidewalk Repair and Replacement Ordered Under Wis. Stats. §66.0907.
20. Resolution #19-65 Approving Intermunicipal Agreement for Reciprocal Aid Including Sharing of Equipment and Services.
21. Resolution #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
22. Resolution #19-67 Authorizing Master Agreement with Wisconsin Public Service (License Agreement for Pole Use).
23. Resolution #19-68 Approving Participation in the Green Tier Legacy Community Program.
24. Resolution #19-69 Authorizing Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (Fire Department Station 1 Boiler Replacement Design and Construction Management).
25. Resolution #19-70 Authorizing Amendment to 2019 City Budget for Additional Facade Improvement Grant Funding.
26. Resolution #19-71 Authorizing Memorandum of Agreement Between the Wisconsin Historical Society and the City of De Pere for the Completion of State and National Historic Designation Nominations (Mansion Street WWII Defense and Daviswood Ranch Historic Districts).
27. Resolution #19-72 Authorizing Renewal of Agricultural Farm Lease and Grass Cutting Agreement Between the City of De Pere and Larry Binsfeld.
28. Resolution #19-73 Authorizing Assignment and Consent to Assignment Between the City of De Pere, Brian Nooyen and Clint Bodart (Grass Cutting Agreement).

- 29. Resolution #19-74 Authorizing Agreement with Forward Move, LLC (Mass Notification Alert System).
- 30. Operator license applications.
- 31. Voucher approval.
- 32. Future Agenda Items.
- 33. Adjournment.

Lawrence M. Delo
City Administrator

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
Tina Quigley, Definitely De Pere
Timothy & Lynn Jonet
Aaron P. Schroedar, PLS, CQM Inc
Chad Nehring
Bradley Schmidt
Audra C. Balof
Pradip Patel
Jason J. Wertel
Ildeman R. Nielson
Tye D. Hartwell
Amber A. Barajas
Michael J. Wilmet
Pat Kaster River City Realtors
Larry Binsfeld
Clint Bodart



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the June 4, 2019 Common Council meeting.

ATTACHMENTS:

- 6-4-19 Common Council Minutes_Draft (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 4, 2019

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the May 13, 2019 Special Common Council meeting.

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

4. Approval of the minutes of the May 21, 2019 Common Council meeting.

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

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

Alderspersons Raasch and Hansen commended City staff for the new website which was unveiled today, and invited citizens to provide suggestions for content additions and enhancements.

Aldersperson Kunderinger shared feedback from citizens regarding concerns about traffic with the proposed Mulva Center and nearby school; they urge government leaders to focus on the Southern Bridge project.

Aldersperson Jennings announced that Definitely De Pere is hosting a Food Truck Rally on June 9th in George Street Plaza (the 400 block of George Street from Broadway to Wisconsin).

6. Presentation by the Fire Department regarding the 100 S Broadway fire.

Fire Chief Al Matzke reported on the Fire Department response to the fire at 100 S. Broadway. He described the events of that night, the strategies they used and the deployment of mutual aid from other jurisdictions in the area. Mayor Walsh commended Chief Matzke and his staff, as well as the surrounding communities that responded, and thanked them for their efforts. Aldersperson Nelson thanked Chief Matzke for the

presentation, and asked if the three people who discovered the fire and took action to alert residents can be recognized. Chief Matzke reported that he was able to thank the 911 caller, and is sure that the other citizens can be found to express the City's thanks as well. He also pointed out the total City response from the Police, Water, Health, and Street departments both during the night of and after the fire. Mayor Walsh thanked the many individuals and organizations that also came together to offer assistance, donations and support, noting that it is great when the entire community comes together after something like this.

7. Recommendation from the Board of Park Commissioners to Approve \$500 Donation from JW Flooring for Upper Level Flooring Project at the Community Center.

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

8. Recommendation from the Board of Park Commissioners to Approve donation of approximately \$11,000 from De Pere Girls Softball to Rebuild the Old Batting Cages.

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

9. Recommendation from the Board of Park Commissioners to Approve \$500 Donation from Tundra Apparel & Promotions for the Beer Garden

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

10. Recommendation from the Board of Park Commissioners to Approve Bid from Bluemel's for VFW Playground Surfacing in the Amount of \$64,424.

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

11. Recommendation from the Board of Park Commissioners to approve approximate budget of \$7,141,000 for the construction of VFW Aquatic Facility subject to adjustments based on actual bid prices.

Parks, Recreation, and Forestry Director Marty Kosobucki answered questions about the bid process, consultant selection, and demolition costs.

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

12. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Food Truck Rally on Sunday June 9, July 14, and August 11 from 4:00 p.m. - 8:00 p.m.

RESULT:	ADOPTED [7 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Kundinger, Nelson, Raasch
ABSTAIN:	Ryan Jennings

13. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for Art Walk on Friday, June 14, July 12, and August 9 from 4:00 p.m. - 8:00 p.m.

RESULT:	ADOPTED [7 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Kundinger, Nelson, Raasch
ABSTAIN:	Ryan Jennings

14. Recommendation from the License Committee on an application for a Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 20 - August 29 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 5 - September 26 from 3:00 p.m. - 7:00 p.m.

RESULT:	ADOPTED [7 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Kundinger, Nelson, Raasch
ABSTAIN:	Ryan Jennings

15. Recommendation from the License Committee on an application for a premises description change submitted by Gregory J. Cornell, DBA C & C Pub and Grill, 600 George St.

Alderperson Hansen explained that the business owner had concerns about the City ordinance requiring that sidewalk cafe tables and chairs be brought inside each night. He requested a discussion about a potential ordinance change that could address these concerns. City Attorney Judy Schmidt-Lehman answered questions about revocable occupancy permits (ROPs), which are approved and issued by City staff. Any ROP for a sidewalk cafe requesting permission to serve alcohol must come before Council for a premises description change.

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

16. Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.

A. Class "A" Fermented Malt Beverage Licenses.

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

B. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.

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

C. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.

Alderperson Boyd moved, seconded by Alderperson Carpenter to table application #4 for Island Sushi. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to approve applications #1-3 and #5-8. Upon vote, motion carried unanimously.

D. Class "B" Fermented Malt Beverage/"Class B" Reserve Intoxicating Liquor License.

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

17. Recommendation from the License Committee on a request of the Chief of Police to conduct a pre-hearing on the Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor Licenses issued to McLanes Bowl LLC.

A. McLanes Bowl LLC (DBA Fox Y Moo - Bowling Alley/Front Bar), 132 S. Broadway.

B. McLanes Bowl LLC (DBA Fox Y Moo - Rear Dance Bar), 132 S. Broadway.

Mayor Walsh announced that this item would be moved forward for consideration after agenda item #5. Alderperson Hansen moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously. Business owner Bryan Kaster answered questions and explained the events of that night. Chief Beiderwieden reviewed the incident and also answered Council members' questions. City Attorney Judy Schmidt-Lehman explained the difference between license non-renewal and license suspension or revocation. If Council approves the recommendation to not renew both licenses, the Clerk must notify the licensee, who would have 15 days to contest the non-renewal. The only difference between a non-renewal and a suspension/revocation is that the onus is on the licensee to request a hearing. If the licensee decides to request a

hearing, there is no difference in the type of hearing that would be conducted. The non-renewal would be effective July 1st, but if the hearing could not be scheduled by then, the licenses would continue until that date.

Alderson Raasch moved, seconded by Alderson Boyd to close the meeting. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hanson to deny renewal of both licenses issued to McLanes Bowl LLC for the reasons set forth in the memo of the Chief of Police. Upon vote, motion carried unanimously.

18. Resolution #19-60 Disallowance of Claim (Jesse George).

Alderson Raasch moved, seconded by Alderson Carpenter to open the meeting. Upon vote, motion carried unanimously.

Property owner Jesse George outlined the reasons for his claim and described the events leading up to it. Assistant City Engineer Chase Kuffel and Public Works Director Scott Thoresen answered Council members' questions.

Alderson Crevier moved, seconded by Alderson Nelson to close the meeting. Upon vote, motion carried unanimously.

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

19. Resolution #19-61 Approving Contractor Agreement Between the City of De Pere and Ranger Services, Inc. (2019 Street Tree Inventory Update).

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

20. Voucher approval.

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

21. Operator license applications.

Alderson Boyd moved, seconded by Alderson Hansen to table Previously Tabled Application #1. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Carpenter, to deny Previously Tabled Application #2 for failure to fill out the application properly and for not attending a License Committee meeting when requested. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen to approve Previously Tabled Application #3. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Carpenter to approve New Operator Applications #1-6, #8-15, and #17-24. Upon vote, motion carried unanimously.

Alderson Boyd moved, seconded by Alderson Hansen, to table New Operator Applications #7 and #16. Upon vote, motion carried unanimously.

22. Future Agenda Items.

Aldersperson Hansen requested that a review on the section of the ordinance that pertains to liquor license be scheduled, to discuss a possible amendment to allow cafe seating to stay out overnight.

23. Adjournment.

Aldersperson Hansen moved, seconded by Aldersperson Nelson to adjourn the meeting at 9:01 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
City Clerk Carey Danen



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Consider Community Service Grant Application.

The City of De Pere budgets \$1,200.00 annually to award to Community Service Grant recipients. These grant awards are made in June and December. Individual requests can be made for up to \$600.00.

ATTACHMENTS:

- Rohm, Andrew_6-18-19 (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	Boy Scout Troop 1043 Andrew Rohm Eagle Project		
Grant Applicant Name:	Andrew Rohm	Email address:	dmroh@gmail.com
Physical Address:	1751 Highview St, De Pere, WI. 54115		
Phone Number:	920-940-4049	Alt. Phone Number:	920-309-1453
Date:	April 19, 2019	Program Title:	Dickinson Little Libraries and Garden Space

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **T** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$600.00.

PROJECT OUTLINE

Description:

The project that I am doing, for the children at Dickinson Elementary School, is a building three little libraries and garden space. Dickinson Elementary School has been looking for someone to add a reading garden in their outdoor learning space for years now; I am just the one to pick up on their wants of these libraries for the children. Knowing that the project is wanted by the Dickinson staff and students alike we should have no difficulties of receiving book donations to fill the three little libraries in the back. What does this project entail anyways? This project will entail gardening for the planting of flowers based on the design of the book painted on the little libraries. Each little library design will be based on a children's book in the public domain; such as, some children's books in the public domain are Alice in Wonderland and The Wonderful Wizard of Oz. Depending on Dickinson's wants, there will also be a pea gravel or wood chip path that will lead to the door near the gym and to the playground this will allow the children and teachers easy access to the little libraries.

Here is a simple breakdown of the materials needed for the Project:

Item	Description	Quantity	Unit Cost	Total Cost	Source
Plywood	3: ¾" oak, 4' x 8'	3	\$55.98	\$167.94	Lowes
Wood screws	Flat-head, Phillips, 1½" #10, 21 per box	15	\$1.48	\$22.20	Lowes
Board	1" x 3" x 8' select pine	3	\$12.89	\$38.67	Home Depot
Braces	4 x 4 flat corner brace, 2 per pkg	6	\$4.59	\$27.54	Home Depot
Wood Screws	#8 - ¾" flat head Phillips, 100 per pkg	1	\$3.92	\$3.92	Home Depot
Hinge	Left-hand, self-closing overlay, chrome, 2 per package	3	\$3.39	\$10.17	Home Depot
Acrylic sheet	11" x 14" x 0.093"	3	\$5.98	\$17.94	Home Depot
Mirror clips	Plastic, for 1/8" mirror, 8 per pkg.	3	\$2.96	\$8.88	Home Depot
Screws box	#6 x ¾", flat head Phillips, 100 per package	1	\$10.25	\$10.25	Home Depot
Handle	Utility pull handle, satin nickle	3	\$13.25	\$39.75	Home Depot
Angle	1 ¼" x 42" aluminum drip cap	3	\$17.76	\$53.28	Home Depot
Gutter screws	Gutter screws, #8 - 3/8", pan head Phillips, 25 per pkg.	3	\$2.49	\$7.47	Home Depot
Primer	Primer/sealer, exterior, quart (Bull's Eye 1-2-3)	2	\$21.97	\$43.94	Home Depot
Flowers	Flowers depend on what the school wants this is just an estimate.	1	\$80.00	\$80.00	Schroeders
Paint	Colors vary	6	\$5.50	\$33.00	Home Depot
Pea Gravel	1 cubic yard	2	\$35.00	\$70.00	Amazon
Totes	Rubber Maid to store books	3	\$5.56	\$16.68	Lowes
Add Item		Total cost of materials		\$651.63	

1ST GOAL/OBJECTIVE

Little libraries and garden space design details approved by the Dickinson elementary school

Description:

Phase 1: Design detailed sketch of little libraries and landscaping with color.

Phase 2: Draw birds eye view of area after done.

Phase 3: Bring drawing to Luke Herlache for approval.

Phase 4: Repeat with revised sketch of libraries and landscaping and birds eye view until approved.

Start: April 30th 2019

End: June 15th 2019

2ND GOAL/OBJECTIVE

Little libraries and garden space design details approved by the Dickinson elementary school

Description:

Phase 1: Get materials for Little libraries and wood chip path.

Phase 2: Assemble and paint little libraries.

Phase 3: Add roofing and waterproofing to the little libraries.

Phase 4: Get flowers for planting.

Phase 5: Assemble tools and assistance for goal/objective 3.

Start: August 1st 2019

End: August 30th 2019

3RD GOAL/OBJECTIVE- Install little libraries; create path and landscape

Install little libraries; create path and landscape

Description:

Phase 1: Transport materials to Dickinson Elementary School.

Phase 2: Have troop help with dig holes for flowers and little libraries.

Phase 3: Plant flowers and insert little libraries into the ground.

Phase 4: Place wood chips onto the ground as a path for the kids.

Phase 5: Put books in the libraries for kids to enjoy.

Start: September 2019

End: September 2019

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): Andrew Rohm Date: 5/12/19

Printed Name (Group Representative): Andrew Rohm



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Staff Update on De Pere CDBG-CLOSE & Revolving Loan Fund -
No Action Required.

ATTACHMENTS:

- Council Memo Update 6-18-19 (PDF)

CITY OF DE PERE MEMO



To: De Pere City Council
 From: Kim Flom, Development Services Director
 Date: June 18, 2019
 RE: **Revolving Loan Fund CDBG- CLOSE Program Staff Update**

In 1986, the Wisconsin Development Fund awarded De Pere \$595,000 for the CDBG-ED Revolving Loan Fund program. In this program, the State of Wisconsin received federal funds from HUD and then provided those funds to local units of government in order to administer a Revolving Loan Program. For over 30 years, the City has issued loans to new and expanding businesses located in the City of De Pere. The loan program focused on the creation of jobs made available to low and moderate income individuals.

Over the past several years, the loan program required spring and fall reporting in order to confirm that the local loan program complied with federal requirements. Last spring, the Wisconsin DOA informed RLF governmental entities that spring reporting would be postponed due to a HUD monitoring scheduled for the week of May 14, 2018. The findings from that monitoring session resulted in a proposed Substantial Amendment that proposed CDBG-CLOSE.

CLOSE is designed to provide the necessary regulatory and financial flexibility for communities to address local needs. The Department, through the implementation of the CDBG-CLOSE program, has determined that the best course of action is to liquidate the remaining funding and to ultimately close all Revolving Loan Funds (RLF). UGLG's that currently administer an Economic Development Revolving Loan Fund are required to participate in the CDBG-CLOSE program. (WI Substantial Amendment #3 – Revolving Loan Fund)

The Substantial Amendment underwent a public comment period, revisions and review for several months. HUD approved the final version, WI Substantial Amendment #3, on December 6, 2018 with a start date of February 1, 2019.

The CLOSE program facilitates a way for communities to reallocate their revolving loan funds into other projects that would meet specific CDBG requirements and continue under state review and performance standards. However,

Under the CDBG-CLOSE program, all locally held, and funded by a CDBG award made on January 1, 1992 or later, Economic Development Revolving Loan Funds will be held for UGLG's. These UGLG's will have non- competitive access to the funds to use as grants for eligible activities. (WI Substantial Amendment #3 – Revolving Loan Fund)

Attachment: Council Memo Update 6-18-19 (8375 : De Pere CDBG-CLOSE & Revolving Loan Fund Update)

The City of De Pere conducted research to confirm that no additional funds were received after the initial 1986 grant and submitted a self-certification form to the State in January 2019, requesting that our funds be exempt from the CDBG-CLOSE program per the above provision.

We received the attached letter from the Wisconsin State of Administration in February of 2019 confirming our self-certification form and noting that De Pere is not subject to the CDBG-CLOSE program. This means that our revolving loan fund balance is available for the City to use as directed by the Council. The current account balance plus outstanding loans totals approximately \$1.4M (\$1M in our account and approximately \$400,000 in outstanding loans).

In late March, Development Team members and the Finance Director met to brainstorm program ideas that would maintain the economic development objective established by the original program. The team agreed to further develop three alternatives for presentation to the Finance/Personnel Committee and the City Council for consideration and discussion later this summer, likely July.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

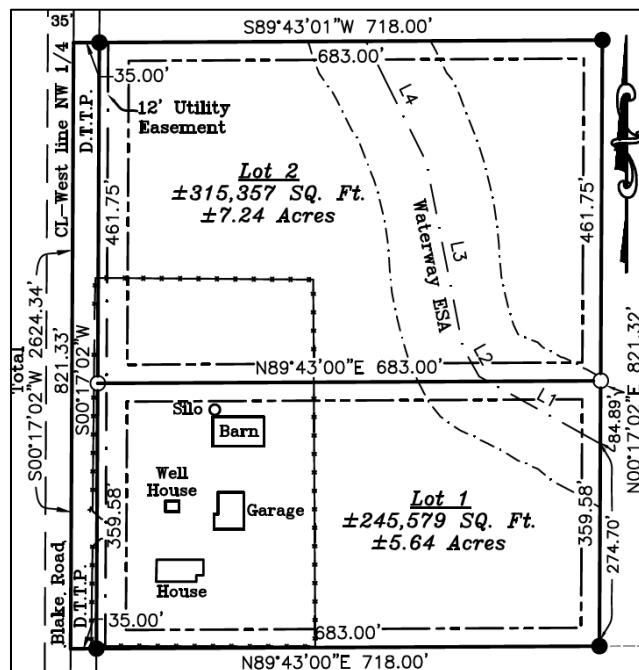
SUBJECT: Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey Map at 5813 Blake Road in the Town of Rockland (Parcel R-376). Submitted by Aaron P. Schroeder, PLS, CQM INC, authorized representative for Timothy J. & Lynn A. Jonet, property owners.

On May 24, 2019 the Plan Commission unanimously recommended approval of the extraterritorial certified survey map with a vote of 7-0.

ATTACHMENTS:

- CSM - Jonet in Rockland - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

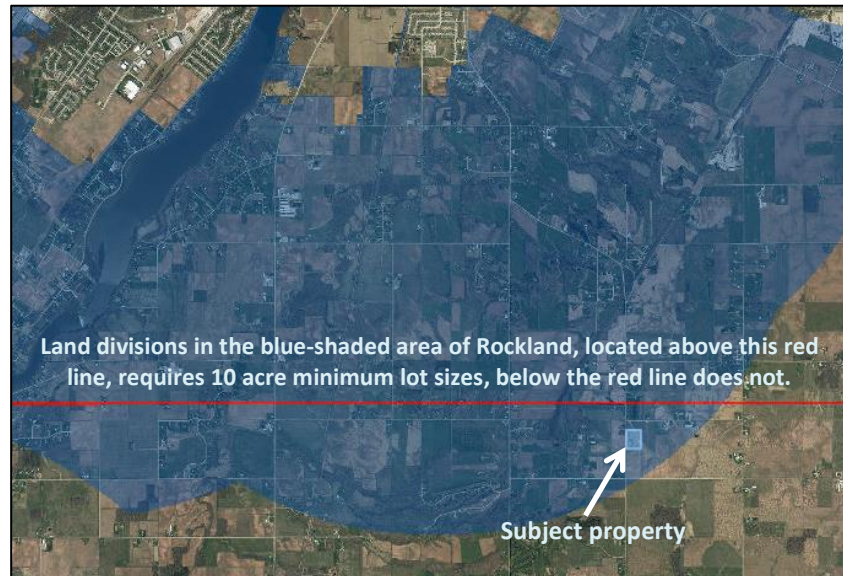
- ITEM 4:** Staff recommendation and possible action regarding a proposed extraterritorial Two Lot Certified Survey Map at 5813 Blake Road in the Town of Rockland (Parcel R-376). Submitted by Aaron P. Schroeder, PLS, CQM INC, authorized representative for Timothy J. & Lynn A. Jonet, property owners.*

SITE MAP**PROPOSED CERTIFIED SURVEY MAP AREA**

REQUESTED ACTION:	Extraterritorial Certified Survey Map Review	
COMMON DESCRIPTION:	5813 Blake Road, located between Blake Road East and Shirley Road in the town of Rockland.	
PARCEL NUMBER(S):	R-376	
EXISTING ZONING:	ER-5 (Estate Residential 5-Acre) for the Town of Rockland, which allows for rural estate lots that are 5 acres or greater in size with the option of keeping domestic animals.	
SURROUNDING LAND USES:	Agricultural to north, south, east, and west.	
COMPREHENSIVE PLAN:	General Agricultural and Residential (Rockland).	
APPLICANT/OWNER NAME:	Aaron P. Schroeder, PLS CQM INC Authorized representative 2679 Continental Drive Green Bay, WI 54311	Timothy J. & Lynn A. Jonet Property owners 5813 Blake Road De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the site has had an agricultural and residential use, with one residential structure, since 1938. In May 2019, a CSM was submitted to the City for review. The intent of the CSM is to divide the property into two lots for future estate residential development in the Town of Rockland. The land division is outside of the Sewer Service Area for the Town of Rockland. There are potential environmentally sensitive areas on the property, including a potential waterway, which will be addressed by Brown County Planning Commission.	
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 located in Rockland, about 2.5 miles from the De Pere city limits, and within the extraterritorial review jurisdiction of the City. A ten acre minimum lot size is not required by the City in this part of Rockland. • The proposed land division will create two new lots for estate residential development. • The proposed lots meet and exceed the City of De Pere minimum lot size requirement of 8,000 square feet and the minimum street frontage requirement of 75 feet. ○ Lot 1 is 5.6 acres in size with 359.6 feet of frontage. ○ Lot 2 is 7.2 acres in size with 461.8 feet of frontage. • Both proposed lots also meet and exceed the Town of Rockland	

minimum lot size requirement of 5 acres and the minimum street frontage requirement of 250 feet.

- There are two issues that must be addressed for the CSM:
 - The City of De Pere Certificate should be modified to reference the date the Clerk signs the document AND the date the City of De Pere approved the document.
 - Also the signature line name should be updated to read Carey E. Danen, City Clerk.



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

REVIEW PROCESS:

For extraterritorial certified survey map petitions the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews and provides a final decision of approval or rejection. Common Council is expected to take action on June 18, 2019.

STAFF RECOMMENDATION:

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

1. Meeting all other state and local regulations, including Brown County Planning Commission.
2. The City of De Pere Certificate should be modified to reference the date the Clerk signs the document and the date the City of De Pere approves the document. Also the signature line name should be updated to read Carey E. Danen, City Clerk.



CITY OF DE PERE

APPLICATION FOR
CSM REVIEW

CITY OF DE PERE
RECEIVED
MAY 20 2019
PLANNING DEPT.

Fee: \$ 368.00

Receipt #: 142538

Date: 5-20-19

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Timothy J & Lynn A Jonet	Authorized Representative	Title	
Mailing Address 5813 Blake Road	City De Pere	State WI	ZIP Code 54115
Email Address toorare4u@aol.com	Phone Number (incl. area code) 920-655-0941	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 5813 Blake Road	Parcel No. R-376
--	---------------------

SECTION 4: CSM Information

Existing Zoning:	ER-5
Present Use of Parcel:	residential
Proposed Use of Lots:	residential

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Timothy J Jonet	Title Owner	Phone Number 920-655-0941
Signature of Applicant		Date Signed

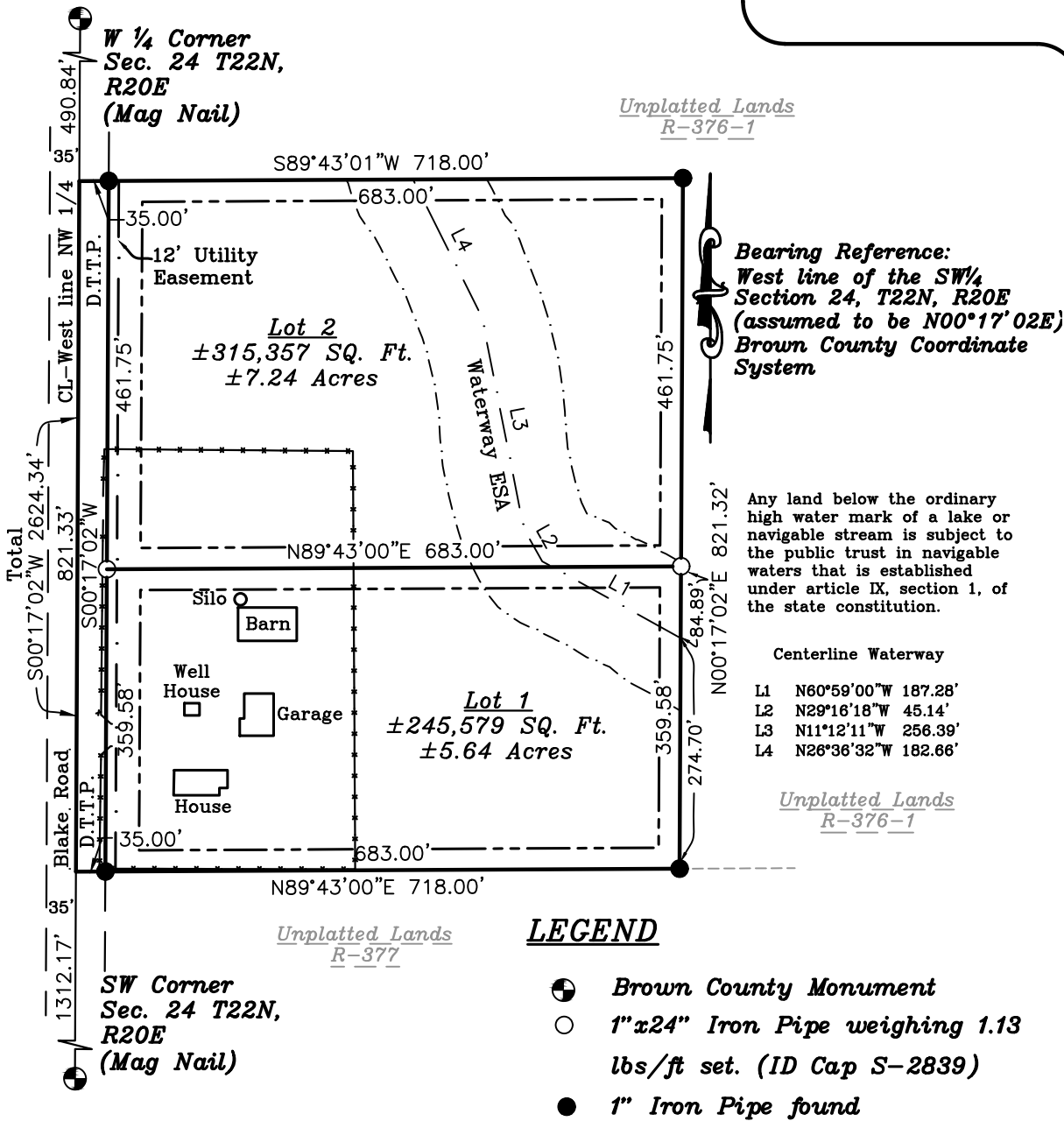
TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (8380 : Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey)

CERTIFIED SURVEY MAP

Part of the Northwest 1/4 of the
Southwest 1/4, Section 24,
T22N-R20E, Town of Rockland,
Brown County, Wisconsin.



Aaron P. Schroeder
S-2839

Prepared For:
Timothy & Lynn Jonet
5813 Blake Rd.
De Pere, WI 54115

Date:
May 2019
Sheet: 1 of 4
Drafted By:
APS

CQM, INC.
Engineering-Surveying-Material Testing
2679 Continental Drive
Green Bay, WI 54311
Phone: 920-465-3911

Attachment: Preliminary CSM (8380 : Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey)

*Part of the Northwest ¼ of the Southwest ¼, Section 24, T22N-R20E, Town of
Rockland, Brown County, Wisconsin.
More Particularly Described as Follows:*

Surveyor's Certificate

Aaron P. Schroeder
PLS 2839

Date:

Owners's Certificate:

Dated this _____ day of _____, 2019.

Timothy J Jonet

Lynn A Jonet

Personally came before me this ____ day of _____, 2019, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public

Notary Public
Brown County, Wisconsin

My Commission Expires

STATE OF WISCONSIN

1 SS

COUNTY OF BROWN 1

Date: May 2019

Sheet: 2 of 4

Drafted By: APS

CQM, INC.
Engineering—Surveying—Material Testing
2679 Continental Drive
Green Bay, WI 54311
Phone: 920-465-3911

CERTIFIED SURVEY MAP

Part of the Northwest ¼ of the Southwest ¼, Section 24, T22N-R20E, Town of Rockland, Brown County, Wisconsin.

Town of Rockland:
Approved for the Town of Rockland, this ____ day of _____, 2019

Julie Koenig, Clerk

City of De Pere:
Approved for the City of De Pere, this ____ day of _____, 2019

Shana D. Ledvina Clerk-Treasurer

Brown County Planning Commission:
Approved for the Brown County Planning Commission, this ____ day of _____, 2019

Senior Planner

Brown County Treasurer:
As duly elected 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 date listed below.

Approved for the Brown County Treasurer, this ____ day of _____, 2019

Paul D. Zeller – Brown County Treasurer

Aaron P. Schroeder
S-2839

Prepared For: Timothy & Lynn Jonet 5831 Blake Rd. De Pere, WI 54115	Date: May 2019 Sheet: 3 of 4 Drafted By: APS	CQM, INC. Engineering-Surveying-Material Testing 2679 Continental Drive Green Bay, WI 54311 Phone: 920-465-3911
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Attachment: Preliminary CSM (8380 : Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey)

CERTIFIED SURVEY MAP

Part of the Northwest ¼ of the Southwest ¼, Section 24, T22N-R20E,
Town of Rockland, Brown County, Wisconsin.

Notes:

- A shoreland permit from the Brown County Zoning Administrator’s office is required for Lots 1–2 prior to construction, fill, excavation, or grading activity within 300 feet of a stream.
- 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 Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation–related activities.
- No development shall occur on Lots 1 & 2 until such time that public sewer and water is available OR a soils test has been submitted and sanitary permit issued by the Brown County Zoning Administrator’s office.
- A Brown County Highway Department access permit must be obtained prior to any construction of a new street/road connection or driveway to a County Trunk Highway.

Restrictive Covenants:

- Lots 1–2 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes navigable waterways, all land within 75 feet of the ordinary high water mark of a navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.
- 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.

Aaron P. Schroeder
S-2839

<i>Prepared For:</i> Timothy & Lynn Jonet 5831 Blake Rd. De Pere, WI 54115	<i>Date:</i> May 2019 <i>Sheet:</i> 4 of 4 <i>Drafted By:</i> APS	<i>CQM, INC.</i> <i>Engineering–Surveying–Material Testing</i> 2679 Continental Drive Green Bay, WI 54311 Phone: 920-465-3911
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Attachment: Preliminary CSM (8380 : Recommendation from Plan Commission to approve a proposed extraterritorial Two Lot Certified Survey)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Planning

FROM: Kelly Barker

SUBJECT: Recommendation from the Finance/Personnel Committee regarding a request for \$1000 from TIDs 7 and 9 (\$500 from each) to fund a pilot Geofencing Visitor Data and Impact Analysis.

At their meeting on June 11, 2019, the Finance/Personnel Committee voted 5-0 to recommend approval of the pilot Geofencing Visitor Data and Impact Analysis. The Committee did ask a few questions that we forwarded to WEDC for clarification. See below:

What is the data source for this information? Anonymized and agglomerated cell phone data from multiple carriers.

Do users know this information is being collected? Data collection would be part of a user agreement. Knowledge would depend on a cell phone owners understanding of that agreement.

Is this information still collected if the "location" feature on the phone is turned off? Probably not - but bear in mind that many other apps can be set up to use location information.

Do users have the ability to "opt out" of transmitting this information? If so, how? Would depend on specific carrier and usage patterns.

As mentioned in the Finance/Personnel Meeting, this data is already there and being collected. Private companies, particularly malls and retailers, have been using this information for some time. It is not new technology, just newly applied to Downtown research. There is no capability to push notifications to the users or gain any insight that would allow us to identify individual behaviors.

ATTACHMENTS:

- FP Memo 6-11-2019 (PDF)
- Visitor 360 Business and Downtown Development Flier (PDF)
- Visitor 360 Festivals and Events (PDF)

CITY OF DE PERE MEMO



To: De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Department
 Date: June 11, 2019

RE: **Downtown De Pere Geofencing Data – TID Funding Request***

Geofencing Definition:

The use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

The Wisconsin Economic Development Corporation recently coordinated a statewide georeferencing beta test for 2020 that is available to Main Street Districts (like Definitely De Pere). The beta test will provide communities with the following data derived from mobile devices in a specific geographic area.

One year of information moving forward and 12 months of look-back data on:

- The number of visitors entering your downtown
- Age, gender and zip code of origin for these visitors
- Average length of visit for these visitors
- Additional reports available at a discounted rate

The data will help downtowns define typical visitor trade area, identify different demographic trends for various events, and examine year over year changes in your visitor population or event attendance. We will also be able to compare different downtowns in the state to find trends, define travel patterns and more.

The attached documents include additional information. This type of data would typically cost tens of thousands of dollars, but is being offered to Wisconsin communities for \$3,000. Definitely De Pere is supportive of the proposal and is seeking funding partners to share the cost. The proposed funding partnership is:

Definitely De Pere: \$1,000 Green Bay Visitor Convention Bureau: \$1,000 City of De Pere: \$1,000

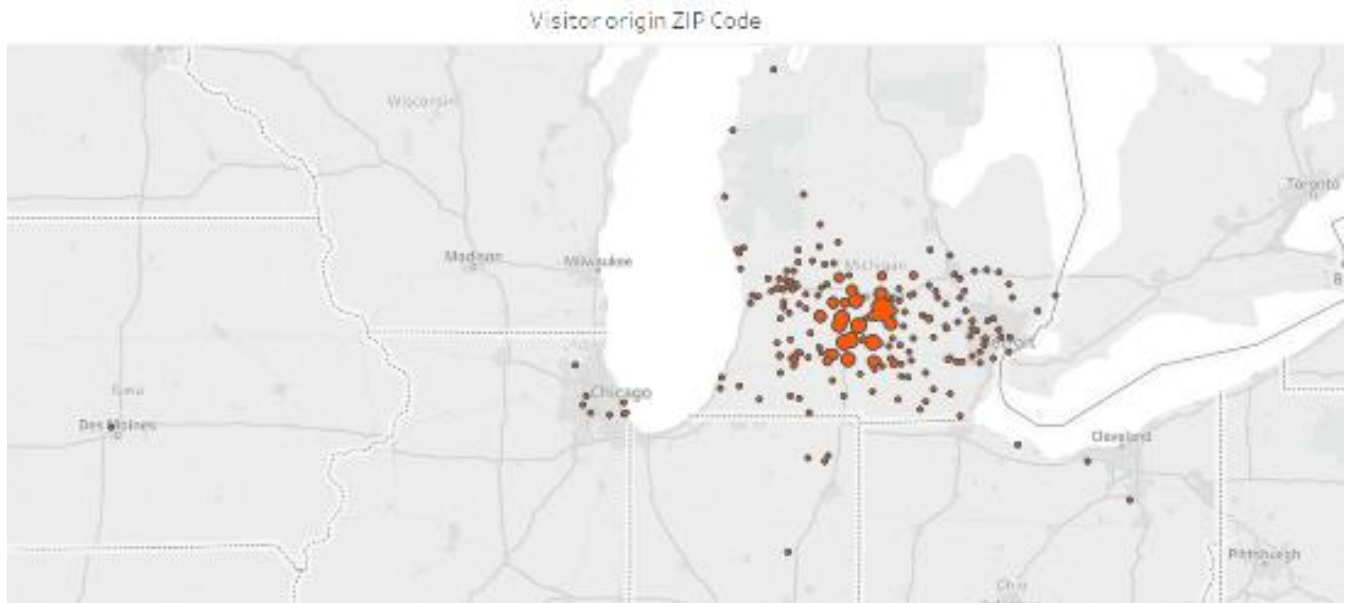
As a funding partner, the City would receive the data, that will be valuable in developing policies and programs to benefit the City. Participating communities will also be able to compare different downtowns in the state to analyze trends and travel patterns.

Funding for this project is proposed to be split between TID #7 and TID #9 (\$500 each for a total of \$1,000). If you have any questions regarding this item, please contact me.

Attachment: FP Memo 6-11-2019 (8371 : Rec from F/P for Geofencing Data - TID Funding Request)

Cobalt Visitor 360: Downtown and Business Development

Cobalt
Community
Research



Are your downtown and shopping areas drawing more people than a year ago? Where are your visitors coming from? How can you improve your outreach efforts?

Partner with Cobalt Community Research and equip yourself with the data you need to understand who visited your community last week and last year.

“We talked to people, but we didn’t know statistically who was coming. Now we do, and it’s amazing.”

Measure your impact with geographic mobile data. Using cell tower data, up to 18 months of data can be accessed to benchmark crowd size, crowd demographics, and point of origin. Cobalt offers a unique, non-profit program especially designed for helping communities learn more about the residents and visitors who enter the geographies your community is interested in. Data available include: counts, age, income, gender, Mosaic segment, ZIP Code, and more. The program is designed to be actionable and affordable, and collaborating with other organizations (business groups, Chambers of Commerce, other area schools and municipalities) makes it even more affordable.

Build Trust. Independent data can document long-term trends on the volumes and categories of people visiting the geographic areas you’re interested in. And because the data are scrubbed and aggregated, personal information is protected.

Quality, independent data support your decisions and make it much easier to demonstrate value, earn recognition for your team, and attract resources. And data help you make better decisions on how to focus resources effectively.

To get started or for more information, contact Cobalt at 877.888.0209 or information@cobaltcommunityresearch.org.

Cobalt is a national 501c3 nonprofit that offers local governments, schools and membership organizations high-quality surveys, dynamic population segmentation, focus groups and work groups that use instant audience feedback technology. Cobalt combines big data with local insights to help our clients with community engagement. 10.2.2018

Cobalt Visitor 360: Events and Festivals

Cobalt
Community
Research



Do you have enough data to determine if your festival or event was a success? Partner with Cobalt Community Research and equip yourself with the data you need to look back at your last big event and plan your next one.

Quality, independent data support your decisions and make it much easier to demonstrate value, earn recognition for your team, and attract resources.

Measure your event's impact with geographic mobile data. Cobalt Community Research offers a unique, non-profit program especially designed for helping communities learn more about their event and festival attendees. Data available include: counts, age, income, gender, ZIP Code, Mosaic segment, and more. The program is designed to be actionable and affordable, and collaborating with other organizations in your area makes it even more affordable.

Review historical data on past events. Using cell tower data, up to 18 months of data can be accessed to benchmark crowd size, crowd demographics, and point of origin.

Add-on an economic significance report. Leveraging IMPLAN economic modeling, show the local and regional economic impact of your event or festival.

So before you start planning your next event, measure the impact of the last event.

To get started or for more information, contact Cobalt at 877.888.0209 or information@cobaltcommunityresearch.org.

*"You put in the work, and
you hope people come. This
helps prove the work is
worth it."*

Cobalt is a national 501c3 nonprofit that offers local governments, schools and membership organizations high-quality surveys, dynamic population segmentation, focus groups and work groups that use instant audience feedback technology. Cobalt combines big data with local insights to help our clients with community engagement. 10.2.2018



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: **Recommendation from the Finance/Personnel Committee to Waive Department of Public Works Fees for Downtown Events Including: Farmers Market, Art Walk, Food Truck Rally, Doggie Block Party, and De Pere Holly Day at the Request of Definitely De Pere.**

The Finance/Personnel Committee voted 4-0 to recommend approval of this request at its June 11, 2019 meeting.

The services provided by the Department of Public Works (DPW) for these events include storing the Definitely De Pere event trailer (containing tables, tents, chairs, etc) at the Municipal Services Center and hauling it to and from each event, along with barricades and garbage carts.

Public Works Director Scott Thoresen has estimated that the cost per event would be \$150 (this includes two hours of staff and equipment time along with garbage/recycle charges). These services would take place during regular DPW business hours. There are 22 event days total, equivalent to approximately \$3,300 in billable services. As a 501(c) organization, Definitely De Pere qualifies for a 50% discount. Therefore the estimate of the total dollar amount to be waived would be \$1,650.

Definitely De Pere would provide the City of De Pere with in-kind sponsorship recognition including logo inclusion on all event related marketing materials.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Approve Award of Contract 19-05 Sidewalk, Curb and Concrete Pavement Repair to Martell Construction, Inc. in the amount of \$584,300.00.

The Board of Public Works at the June 10, 2019 meeting approved awarding Contract 19-05 Sidewalk, Curb and Concrete Pavement Repair to Martell Construction, Inc. in the amount of \$584,300.00 and moved to send it to the Common Council for approval. The motion passed 5-0.

ATTACHMENTS:

- 2019 0610 CI_BOPW_Consider_Award_of_Contract_19-05 (PDF)
- 2019 0502 CE_19-05 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: June 10, 2019

RE: **Consider Award of Contract 19-05 Sidewalk, Curb and Concrete Pavement Repair***

The Engineering Department received bids on Project 19-05 Sidewalk, Curb and Concrete Pavement Repair on May 30, 2019. This project includes various types of work scattered around the City including:

- Pedestrian push button lights on Broadway.
- Concrete sidewalk repairs.
- Spot curb and gutter repairs.
- Concrete patching on Third Street.
- Main Avenue bumpouts.
- City Hall ramp and rail repair.
- Hand rail repair on Broadway Street near 950 Broadway.
- Hand rail repair on Fort Howard Avenue near 103 Fort Howard.
- Main Avenue planters.
- George Street planters.

The bids received are as follows:

Contractor	Base Bid
Martell Construction, Inc.	\$584,300.00
Al Dix Concrete, Inc.	\$615,454.00
Sommers Construction Company, Inc.	\$650,661.25
Highway Landscapers, Inc.	\$753,871.00

The original bid date for this project was May 2, 2019. In the days prior to the original bid opening, Engineering Staff observed that none of the past bidders for this work expressed interest or took out plans. Staff reached out and spoke with eight local concrete contractors to determine what it would take to make this project more appealing to bidders. In these conversations the contractors expressed an overabundance of work in the area and difficulty scheduling anything of this magnitude for the remainder of the year. Based on this, staff decided to postpone the bid until May 30, 2019 and extend the completion date for Project 19-05 to July 1, 2020. This would then allow contractors additional flexibility in scheduling in an effort to reduce prices.

The original budgeted amount from the capital improvement fund is \$589,000. Funding is from a variety of sources including from the streets budget, TID, traffic signals, and the downtown beautification. With this, funds will need to be reallocated based on where the work is being

completed. A table with the original funding and recommended changes is shown in the table below. There is a slight overall increase in the budgeted amount to include a contingency.

Funding Source	Budgeted Amount	Recommended Construction Budget	Difference
Traffic Lights	\$50,000	\$61,600	\$11,600 (Increase)
Street Management	\$214,500	\$281,875	\$67,375 (Increase)
Special Assessment	\$45,000	\$60,780	\$15,780 (Increase)
TID 9 – Main Bumpouts	\$150,000	\$65,000	\$85,000 (Decrease)
City Hall Ramp	\$65,000	\$65,000	\$0
Water Repairs	\$4,000	\$4,000	\$0
Park Repairs	\$5,500	\$5,500	\$0
Main and George Planters	\$51,500	\$52,500	\$1,000 (Increase)
Broadway Railing Accident Repair – Bill to Motorist	\$3,500	\$3,500	\$0
Totals	\$589,000	\$599,755	\$10,755

The largest increase is to the general obligation debt for street management. The street management component could be brought back into the original budget by eliminating colored concrete sealing (\$70,100).

Staff's recommendation is to award to Martell Construction, Inc. in the amount of \$584,300 with the allocation changes noted above.

PROJECT 19-05
SIDEWALK, CURB AND CONCRETE PAVEMENT
REPAIR

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				MARTELL CONSTRUCTION INC		AL DIX CONCRETE INC		SOMMERS CONSTRUCTION COMPANY, INC.		HIGHWAY LANDSCAPER INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE (VARIOUS LOCATIONS)											
SD-01	Provide 1 1/4" Crushed Aggregate Base Course	TON	10	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	40	\$ 55.00	\$ 2,200.00	\$ 75.00	\$ 3,000.00	\$ 40.00	\$ 1,600.00	\$ 43.50	\$ 1,740
SD-03	Remove and Replace Doweled 8" Concrete Pavement	SY	10	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 223.50	\$ 2,235
SD-04	Remove and Replace 8" Doweled Concrete Pavement (HES-3DAY)	SY	10	\$ 125.00	\$ 1,250.00	\$ 135.00	\$ 1,350.00	\$ 150.00	\$ 1,500.00	\$ 352.50	\$ 3,525
SD-05	Install New 4" Concrete Sidewalk (VFW Park Playground)	SY	130								
SD-06	Remove and Replace 4" Concrete Sidewalk	SY	75	\$ 80.00	\$ 6,000.00	\$ 81.00	\$ 6,075.00	\$ 77.50	\$ 5,812.50	\$ 91.50	\$ 6,862
SD-07	Remove and Replace 6" Concrete Sidewalk, Driveway and Ramp	SY	50	\$ 82.00	\$ 4,100.00	\$ 90.00	\$ 4,500.00	\$ 82.50	\$ 4,125.00	\$ 98.50	\$ 4,925
SD-08	Drilled Tie Bars (Existing Sidewalk, Driveways, Pavement, Curb and Gutter)	EA	40	\$ 5.00	\$ 200.00	\$ 10.00	\$ 400.00	\$ 11.00	\$ 440.00	\$ 13.00	\$ 520
SD-09	Drilled Dowel Bars	EA	20	\$ 25.00	\$ 500.00	\$ 13.00	\$ 260.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400
SD-10	Provide Detectable Warning Field (Natural)	EA	4	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 355.00	\$ 1,420
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)											
SD-11	Remove and Replace 4" Concrete Sidewalk	SY	1,300	\$ 80.00	\$ 104,000.00	\$ 72.00	\$ 93,600.00	\$ 74.50	\$ 96,850.00	\$ 90.50	\$ 117,650
SD-12	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	\$ 82.00	\$ 24,600.00	\$ 81.00	\$ 24,300.00	\$ 81.50	\$ 24,450.00	\$ 96.50	\$ 28,950
SD-13	Drilled Tie Bars (Existing Sidewalk, Driveways, Pavement, Curb and Gutter)	EA	1,300	\$ 5.00	\$ 6,500.00	\$ 10.00	\$ 13,000.00	\$ 7.00	\$ 9,100.00	\$ 10.00	\$ 13,000
SD-14	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	\$ 2.00	\$ 200.00	\$ 1.50	\$ 150.00	\$ 2.50	\$ 250.00	\$ 2.80	\$ 280
SD-15	Provide Detectable Warning Field (Natural)	EA	10	\$ 350.00	\$ 3,500.00	\$ 350.00	\$ 3,500.00	\$ 350.00	\$ 3,500.00	\$ 355.00	\$ 3,550
STREET AND DRAINAGE (THIRD STREET)											
SD-16	Remove and Replace Doweled 8" Concrete Pavement	SY	570	\$ 90.00	\$ 51,300.00	\$ 110.00	\$ 62,700.00	\$ 99.65	\$ 56,800.50	\$ 202.50	\$ 115,425
SD-17	Remove and Replace Doweled 8" Concrete Pavement (HES-3DAY)	SY	10	\$ 105.00	\$ 1,050.00	\$ 120.00	\$ 1,200.00	\$ 106.65	\$ 1,066.50	\$ 352.50	\$ 3,525
SD-18	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	320	\$ 35.00	\$ 11,200.00	\$ 20.00	\$ 6,400.00	\$ 33.00	\$ 10,560.00	\$ 35.00	\$ 11,200
SD-19	Remove and Replace 24" Concrete Curb and Gutter	LF	50	\$ 55.00	\$ 2,750.00	\$ 75.00	\$ 3,750.00	\$ 45.00	\$ 2,250.00	\$ 48.00	\$ 2,400
SD-20	Drilled Tie Bars (Existing Sidewalk, Driveways, Pavement, Curb and Gutter)	EA	250	\$ 5.00	\$ 1,250.00	\$ 10.00	\$ 2,500.00	\$ 7.00	\$ 1,750.00	\$ 10.00	\$ 2,500
SD-21	Drilled Dowel Bars	EA	310	\$ 15.00	\$ 4,650.00	\$ 13.00	\$ 4,030.00	\$ 16.00	\$ 4,960.00	\$ 18.00	\$ 5,580
SD-22	Cross-Stitching Longitudinal Joints and Cracks-3/4" Bars	EA	10	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 45.00	\$ 450.00	\$ 47.50	\$ 475
SD-23	Concrete Pavement Partial Depth Repair-Joint Repair	LF	280	\$ 50.00	\$ 14,000.00	\$ 80.00	\$ 22,400.00	\$ 49.00	\$ 13,720.00	\$ 47.50	\$ 13,300
SD-24	Pavement Marking Epoxy 4-Inch White	LF	180	\$ 13.00	\$ 2,340.00	\$ 18.00	\$ 3,240.00	\$ 12.00	\$ 2,160.00	\$ 12.00	\$ 2,160
SD-25	Pavement Marking Epoxy 4-Inch Yellow	LF	70	\$ 13.00	\$ 910.00	\$ 18.00	\$ 1,260.00	\$ 12.00	\$ 840.00	\$ 12.00	\$ 840
SD-26	Pavement Marking Epoxy 18-Inch Stop Bar	LF	10	\$ 17.00	\$ 170.00	\$ 20.00	\$ 200.00	\$ 15.00	\$ 150.00	\$ 15.00	\$ 150

Attachment: 2019 0502 CE_19-05 Bid Tab (8395 : Recom from BOPW to approve Award of Contract 19-05

PROJECT 19-05
SIDEWALK, CURB AND CONCRETE PAVEMENT
REPAIR

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				MARTELL CONSTRUCTION INC		AL DIX CONCRETE INC		SOMMERS CONSTRUCTION COMPANY, INC.		HIGHWAY LANDSCAPER INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE (MAIN AVENUE BUMP-OUTS)											
SD-27	Provide 1 1/4" Crushed Aggregate Base Course	TON	35	\$ 50.00	\$ 1,750.00	\$ 25.00	\$ 875.00	\$ 40.00	\$ 1,400.00	\$ 40.00	\$ 1,400.
SD-28	Remove Concrete Pavement	SY	160	\$ 18.00	\$ 2,880.00	\$ 20.00	\$ 3,200.00	\$ 38.50	\$ 6,160.00	\$ 38.50	\$ 6,160.
SD-29	Remove 24" Concrete Curb and Gutter	LF	150	\$ 20.00	\$ 3,000.00	\$ 10.00	\$ 1,500.00	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.
SD-30	Remove and Salvage Brick Pavers	SF	110	\$ 9.00	\$ 990.00	\$ 40.00	\$ 4,400.00	\$ 10.00	\$ 1,100.00	\$ 10.00	\$ 1,100.
SD-31	Remove and Replace 4" Concrete Sidewalk	SY	15	\$ 80.00	\$ 1,200.00	\$ 81.00	\$ 1,215.00	\$ 138.05	\$ 2,070.75	\$ 90.50	\$ 1,357.
SD-32	Provide 4" Colored Stamped Concrete Sidewalk	SY	75	\$ 108.00	\$ 8,100.00	\$ 250.00	\$ 18,750.00	\$ 77.00	\$ 5,775.00	\$ 82.50	\$ 6,187.
SD-33	Provide 6" Concrete Sidewalk or Ramp	SY	20	\$ 72.00	\$ 1,440.00	\$ 90.00	\$ 1,800.00	\$ 68.00	\$ 1,360.00	\$ 70.50	\$ 1,410.
SD-34	Provide 9" Doweled Concrete Pavement	SY	90	\$ 90.00	\$ 8,100.00	\$ 120.00	\$ 10,800.00	\$ 79.65	\$ 7,168.50	\$ 82.15	\$ 7,393.
SD-35	Provide 9" Doweled Concrete Pavement (HES 3-DAY)	SY	10	\$ 105.00	\$ 1,050.00	\$ 130.00	\$ 1,300.00	\$ 82.65	\$ 826.50	\$ 89.15	\$ 891.
SD-36	Provide 24" Concrete Curb and Gutter	LF	160	\$ 45.00	\$ 7,200.00	\$ 65.00	\$ 10,400.00	\$ 42.00	\$ 6,720.00	\$ 43.00	\$ 6,880.
SD-37	Reinstall Brick Pavers	SF	55	\$ 20.00	\$ 1,100.00	\$ 40.00	\$ 2,200.00	\$ 15.00	\$ 825.00	\$ 15.00	\$ 825.
SD-38	Drilled Tie Bars (Existing Sidewalk, Driveways, Pavement, Curb and Gutter)	EA	50	\$ 5.00	\$ 250.00	\$ 10.00	\$ 500.00	\$ 7.00	\$ 350.00	\$ 9.00	\$ 450.
SD-39	Drilled Dowel Bars	EA	30	\$ 25.00	\$ 750.00	\$ 13.00	\$ 390.00	\$ 18.00	\$ 540.00	\$ 19.00	\$ 570.
SD-40	Provide Detectable Warning Field (Natural)	EA	2	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 355.00	\$ 710.
SD-41	Pavement Marking Epoxy 4-Inch White	LF	80	\$ 13.00	\$ 1,040.00	\$ 18.00	\$ 1,440.00	\$ 12.00	\$ 960.00	\$ 12.00	\$ 960.
SD-42	Pavement Marking Epoxy 6-Inch White	LF	80	\$ 24.00	\$ 1,920.00	\$ 25.00	\$ 2,000.00	\$ 21.00	\$ 1,680.00	\$ 21.00	\$ 1,680.
SD-43	Pavement Marking Epoxy 24-Inch White	LF	80	\$ 27.00	\$ 2,160.00	\$ 35.00	\$ 2,800.00	\$ 24.00	\$ 1,920.00	\$ 24.00	\$ 1,920.
STREET AND DRAINAGE (PLANTERS)											
SD-44	Unclassified Excavation	CY	70	\$ 50.00	\$ 3,500.00	\$ 30.00	\$ 2,100.00	\$ 30.00	\$ 2,100.00	\$ 30.00	\$ 2,100.
SD-45	Remove Concrete Sidewalk	SY	170	\$ 18.00	\$ 3,060.00	\$ 18.00	\$ 3,060.00	\$ 27.00	\$ 4,590.00	\$ 27.00	\$ 4,590.
SD-46	Provide 3/4" Crushed Aggregate Base Course	TON	20	\$ 50.00	\$ 1,000.00	\$ 25.00	\$ 500.00	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.
SD-47	Remove and Salvage Brick Pavers	SF	400	\$ 5.00	\$ 2,000.00	\$ 40.00	\$ 16,000.00	\$ 10.00	\$ 4,000.00	\$ 10.00	\$ 4,000.
SD-48	Reinstall Brick Pavers	SF	210	\$ 10.00	\$ 2,100.00	\$ 40.00	\$ 8,400.00	\$ 20.00	\$ 4,200.00	\$ 17.50	\$ 3,675.
SD-49	Provide 4" Concrete Sidewalk	SY	100	\$ 60.00	\$ 6,000.00	\$ 72.00	\$ 7,200.00	\$ 63.00	\$ 6,300.00	\$ 65.50	\$ 6,550.
SD-50	Provide 6" x 18" Reinforced Concrete Planter Box with Fence Post Anchors	LF	170	\$ 70.00	\$ 11,900.00	\$ 80.00	\$ 13,600.00	\$ 111.00	\$ 18,870.00	\$ 111.00	\$ 18,870.
SD-51	Provide and Install Decorative Fencing	LF	170	\$ 110.00	\$ 18,700.00	\$ 100.00	\$ 17,000.00	\$ 156.00	\$ 26,520.00	\$ 156.00	\$ 26,520.
SD-52	Provide 18" Landscaping Topsoil-Planting Bed	SY	110	\$ 25.00	\$ 2,750.00	\$ 30.00	\$ 3,300.00	\$ 20.00	\$ 2,200.00	\$ 20.00	\$ 2,200.
SD-53	Remove and Replace 4" Concrete Sidewalk (Railing Repair)	SY	15	\$ 275.00	\$ 4,125.00	\$ 108.00	\$ 1,620.00	\$ 110.50	\$ 1,657.50	\$ 110.00	\$ 1,650.
SPECIAL CONSTRUCTION											
SC-01	Colored Concrete Sealing	SF	40,500	\$ 1.73	\$ 70,065.00	\$ 2.50	\$ 101,250.00	\$ 1.85	\$ 74,925.00	\$ 2.40	\$ 97,200.
SC-02	Inlet Protection Type D	EA	16	\$ 200.00	\$ 3,200.00	\$ 130.00	\$ 2,080.00	\$ 130.00	\$ 2,080.00	\$ 130.00	\$ 2,080.
SC-03	Traffic Control (Third Street)	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 24,000.00	\$ 24,000.00	\$ 7,600.00	\$ 7,600.
SC-04	Remove Tree and Grind Stump	ID	10	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 54.00	\$ 540.00	\$ 54.00	\$ 540.
SC-05	Rectangular Rapid-Flash Beacon Installation	EA	10	\$ 7,700.00	\$ 77,000.00	\$ 2,500.00	\$ 25,000.00	\$ 8,895.00	\$ 88,950.00	\$ 8,895.00	\$ 88,950.
SC-06	City Hall Ramp Masonry Repair	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,859.00	\$ 15,859.00	\$ 15,859.00	\$ 15,859.
SC-07	Build, Weld and Finish 304 Stainless Steel Hand Railing	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 25,000.00	\$ 25,000.00	\$ 36,897.00	\$ 36,897.00	\$ 36,897.00	\$ 36,897.
SC-08	Remove and Dispose of Existing Railing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,960.00	\$ 3,960.00	\$ 3,960.00	\$ 3,960.
SC-09	Install New Railing	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 13,262.50	\$ 13,262.50	\$ 13,262.50	\$ 13,262.
SC-10	Repair Damaged Railing on N. Sixth Street	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 10,000.00	\$ 29,760.00	\$ 29,760.00	\$ 29,760.00	\$ 29,760.
SC-11	Repair Damaged Railing on N. Broadway Street	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.
BID TOTALS					\$ 584,300.00		\$ 615,545.00		\$ 650,661.25		\$ 753,871.

Attachment: 2019 0502 CE_19-05 Bid Tab (8395 : Recom from BOPW to approve Award of Contract 19-05



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue and Contract 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street to Sommers Construction Company, Inc. in the amounts of \$171,084.80 and \$459,793.25 respectively.

The Board of Public Works at the June 10, 2019 meeting approved awarding Contract 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue and Contract 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street to Sommers Construction Company, Inc. in the amounts of \$171,084.80 and \$459,793.25 respectively and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2019 0610 CI_BOPW_Consider_Award_of_Contract_19-06A and 19-06B (PDF)
- 2019 0523 CE_19-06A Bid Tab (PDF)
- 2019 0523 CE_19-06B Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: June 10, 2019

RE: **Consider Award of Contract 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue and Contract 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street***

The Engineering Department received bids on Project 19-06A Lawrence Drive Sidewalk Grant Street to Main Avenue on May 23, 2019 and Project 19-06B Lawrence Drive Sidewalk Scheuring Road to Grant Street on May 30, 2019. These projects involve the installation of sidewalk along the east side of Lawrence Drive from Scheuring Road to Main Avenue and associated utility relocates. The bids received are as follows:

Project 19-06A

Contractor	Bid
Sommers Construction Company, Inc.	\$171,084.80
Vinton Construction Company	\$186,267.40
Highway Landscapers, Inc.	\$188,726.30
Fischer Ulman Construction, Inc.	\$243,805.00

Project 19-06B

Contractor	Base Bid
Sommers Construction Company, Inc.	\$459,793.25
Highway Landscapers, Inc.	\$471,352.90
Al Dix Concrete, Inc.	\$492,836.00
Vinton Construction Company	\$492,962.30

The budgeted amount from the capital improvement fund is \$481,000 which includes \$229,500 from general obligation debt and \$251,500 from special assessments. An additional 20% engineering is included in addition to the construction amount. The actual construction cost came in beyond the budgeted amount. The bid amount for both projects is \$630,878.05 which includes \$347,678.05 from general obligation debt and \$283,200 from special assessment. The majority of the additional cost is associated with increased concrete costs, and more storm sewer and water main relay work than anticipated.

Staff's recommendation is to accept the bid from Sommers Construction Company, Inc. in the amount of \$171,084.80 for 19-06A and \$449,793.25 for 19-06B. If approved the borrowing for the 2019 construction projects will be increased from \$229,500 to \$363,450, which includes a 2.5% contingency for the project.

PROJECT 19-06A LAWRENCE DRIVE SIDEWALK
GRANT STREET TO MAIN AVENUE
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Sommers Construction Company Inc.		Vinton Construction Company		Highway Landscapers, Inc.		Fischer Ulman Construction, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 15” PVC or RCP Class (Class III) Storm Sewer (Natural Backfill)	LF	20	\$ 80.00	\$ 1,600.00	\$ 75.00	\$ 1,500.00	\$ 87.00	\$ 1,740.00	\$ 75.00	\$ 1,500.00
ST-02	Provide 15” PVC or RCP Class (Class III) Storm Sewer (Granular Backfill)	LF	20	\$ 95.00	\$ 1,900.00	\$ 85.00	\$ 1,700.00	\$ 115.00	\$ 2,300.00	\$ 92.00	\$ 1,840.00
ST-03	Provide 12” PVC or RCP Class (Class III) Storm Sewer (Natural Backfill)	LF	192	\$ 75.00	\$ 14,400.00	\$ 70.00	\$ 13,440.00	\$ 68.00	\$ 13,056.00	\$ 60.00	\$ 11,520.00
ST-04	Provide 12” PVC or RCP Class (Class III) Storm Sewer (Granular Backfill)	LF	5	\$ 95.00	\$ 475.00	\$ 74.00	\$ 370.00	\$ 125.00	\$ 625.00	\$ 75.00	\$ 375.00
ST-05	Provide 8” PVC Storm Sewer (Natural Backfill)	LF	36	\$ 70.00	\$ 2,520.00	\$ 64.00	\$ 2,304.00	\$ 77.00	\$ 2,772.00	\$ 135.00	\$ 4,860.00
ST-06	Provide 8” PVC Storm Sewer (Granular Backfill)	LF	10	\$ 90.00	\$ 900.00	\$ 70.00	\$ 700.00	\$ 95.00	\$ 950.00	\$ 150.00	\$ 1,500.00
ST-07	Provide 15” Nyloplast Yard Drain	EA	1	\$ 1,575.00	\$ 1,575.00	\$ 1,840.00	\$ 1,840.00	\$ 2,150.00	\$ 2,150.00	\$ 2,100.00	\$ 2,100.00
ST-08	Provide 12” Nyloplast Yard Drain	EA	2	\$ 1,275.00	\$ 2,550.00	\$ 1,510.00	\$ 3,020.00	\$ 1,750.00	\$ 3,500.00	\$ 1,950.00	\$ 3,900.00
ST-09	Provide 8” Nyloplast Yard Drain	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,228.00	\$ 2,456.00	\$ 1,400.00	\$ 2,800.00	\$ 1,650.00	\$ 3,300.00
ST-10	Connect to Structure and/or Existing Pipe	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 590.00	\$ 1,180.00	\$ 750.00	\$ 1,500.00	\$ 650.00	\$ 1,300.00
ST-11	Core Drill Existing Structure and/or Existing Pipe	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,600.00	\$ 3,200.00	\$ 950.00	\$ 1,900.00	\$ 750.00	\$ 1,500.00
ST-12	Remove and Relocate Exist Inlet or Provide Nyloplast Drain	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 3,085.00	\$ 3,085.00	\$ 3,100.00	\$ 3,100.00	\$ 2,800.00	\$ 2,800.00
STREET AND DRAINAGE											
SD-01	Provide Unclassified Excavation	CY	630	\$ 27.85	\$ 17,545.50	\$ 31.29	\$ 19,712.70	\$ 20.00	\$ 12,600.00	\$ 30.00	\$ 18,900.00
SD-02	Provide ¾” Crushed Aggregate Base Course	TON	310	\$ 28.85	\$ 8,943.50	\$ 22.89	\$ 7,095.90	\$ 25.00	\$ 7,750.00	\$ 25.00	\$ 7,750.00
SD-03	Provide 9” Concrete Sidewalk, Ramp, and Driveway	SY	30	\$ 82.85	\$ 2,485.50	\$ 65.40	\$ 1,962.00	\$ 104.95	\$ 3,148.50	\$ 105.00	\$ 3,150.00
SD-04	Provide 8” Concrete Sidewalk, Ramp, and Driveway	SY	22	\$ 74.65	\$ 1,642.30	\$ 65.40	\$ 1,438.80	\$ 95.15	\$ 2,093.30	\$ 100.00	\$ 2,200.00
SD-05	Provide 6” Concrete Sidewalk, Ramp and Driveway	SY	50	\$ 62.85	\$ 3,142.50	\$ 56.50	\$ 2,825.00	\$ 83.45	\$ 4,172.50	\$ 90.00	\$ 4,500.00
SD-06	Provide 4” Concrete Sidewalk, Ramp, and Driveway	SY	1090	\$ 52.50	\$ 57,225.00	\$ 44.70	\$ 48,723.00	\$ 73.60	\$ 80,224.00	\$ 75.00	\$ 81,750.00
SD-07	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	140	\$ 2.50	\$ 350.00	\$ 2.00	\$ 280.00	\$ 3.00	\$ 420.00	\$ 2.50	\$ 350.00
SD-08	Drilled Tie Bars (Existing Sidewalk, Driveways, and Curb and Gutter)	EA	28	\$ 12.00	\$ 336.00	\$ 5.00	\$ 140.00	\$ 15.00	\$ 420.00	\$ 10.00	\$ 280.00
SD-09	Landscaping – Topsoil, Seed, and Fertilizer	SY	2830	\$ 7.30	\$ 20,659.00	\$ 7.50	\$ 21,225.00	\$ 7.50	\$ 21,225.00	\$ 15.00	\$ 42,450.00
SD-10	Erosion Mat Urban Class 1, Type A	SY	2830	\$ 1.85	\$ 5,235.50	\$ 2.00	\$ 5,660.00	\$ 2.00	\$ 5,660.00	\$ 6.00	\$ 16,980.00
SPECIAL CONSTRUCTION											
SC-01	Inlet Protection Type A	EA	7	\$ 125.00	\$ 875.00	\$ 100.00	\$ 700.00	\$ 110.00	\$ 770.00	\$ 100.00	\$ 700.00
SC-02	Inlet Protection Type D	EA	13	\$ 125.00	\$ 1,625.00	\$ 85.00	\$ 1,105.00	\$ 150.00	\$ 1,950.00	\$ 100.00	\$ 1,300.00
SC-03	Rock Filled Filter Bags	EA	25	\$ 15.00	\$ 375.00	\$ 16.00	\$ 400.00	\$ 16.00	\$ 400.00	\$ 100.00	\$ 2,500.00
SC-04	Adjust Structure Plus 1-Foot Provide New Casting	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 930.00	\$ 930.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
SC-05	Adjust Structure Provide New Casting	EA	1	\$ 600.00	\$ 600.00	\$ 675.00	\$ 675.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00
SC-06	Sediment Log Erosion Control	LF	500	\$ 8.75	\$ 4,375.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00	\$ 30.00	\$ 15,000.00
SC-07	Traffic Control & Signage	LS	1	\$ 9,250.00	\$ 9,250.00	\$ 33,000.00	\$ 33,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00
SC-08	Polystyrene Insulation Board	SY	20	\$ 25.00	\$ 500.00	\$ 30.00	\$ 600.00	\$ 45.00	\$ 900.00	\$ 25.00	\$ 500.00
BASE BID TOTALS					\$ 171,084.80		\$ 186,267.40		\$ 188,726.30		\$ 243,805.00

**PROJECT 19-06B LAWRENCE DRIVE SIDEWALK
SCHEURING ROAD TO GRANT STREET
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				SOMMERS CONSTRUCTION COMPANY, INC.		HIGHWAY LANDSCAPERS, INC.		AL DIX CONCRETE		VINTON CONSTRUCTION COMPANY	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 15" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	10	\$95.00	\$ 950.00	\$155.00	\$ 1,550.00	\$95.00	\$ 950.00	\$135.00	\$ 1,350.00
ST-02	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	35	\$95.00	\$ 3,325.00	\$127.00	\$ 4,445.00	\$88.00	\$ 3,080.00	\$85.30	\$ 2,985.50
ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	80	\$75.00	\$ 6,000.00	\$91.00	\$ 7,280.00	\$70.00	\$ 5,600.00	\$81.10	\$ 6,488.00
ST-04	Provide 8" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	110	\$90.00	\$ 9,900.00	\$99.00	\$ 10,890.00	\$80.00	\$ 8,800.00	\$79.20	\$ 8,712.00
ST-05	Provide 8" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	290	\$70.00	\$ 20,300.00	\$63.00	\$ 18,270.00	\$65.00	\$ 18,850.00	\$75.00	\$ 21,750.00
ST-06	Provide 12" Nyloplast Yard Drain	EA	10	\$1,275.00	\$ 12,750.00	\$1,650.00	\$ 16,500.00	\$1,200.00	\$ 12,000.00	\$1,760.00	\$ 17,600.00
ST-07	Remove, Relocate and/or Replace Existing Storm Structure	EA	4	\$2,400.00	\$ 9,600.00	\$1,650.00	\$ 6,600.00	\$3,500.00	\$ 14,000.00	\$3,450.00	\$ 13,800.00
ST-08	Provide Storm Clean Out Casting	EA	1	\$450.00	\$ 450.00	\$300.00	\$ 300.00	\$800.00	\$ 800.00	\$540.00	\$ 540.00
ST-09	Connect to Existing Structure and/or Storm Pipe	EA	3	\$1,000.00	\$ 3,000.00	\$900.00	\$ 2,700.00	\$1,000.00	\$ 3,000.00	\$965.00	\$ 2,895.00
ST-10	Core Drilling Existing Structure and/or Existing Storm Pipe	EA	8	\$1,200.00	\$ 9,600.00	\$900.00	\$ 7,200.00	\$1,200.00	\$ 9,600.00	\$965.00	\$ 7,720.00
ST-11	Provide 12" RCP Endwall	EA	6	\$765.00	\$ 4,590.00	\$785.00	\$ 4,710.00	\$900.00	\$ 5,400.00	\$925.00	\$ 5,550.00
ST-12	Abandon/Remove Storm Sewer and Appurtenances	LS	1	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$2,000.00	\$ 2,000.00	\$1,500.00	\$ 1,500.00
WATER MAIN											
W-01	Provide 6" Hydrant Lead (Natural Backfill)	LF	45	\$105.00	\$ 4,725.00	\$97.00	\$ 4,365.00	\$80.00	\$ 3,600.00	\$99.10	\$ 4,459.50
W-02	Provide 6" Hydrant Lead (Granular Backfill)	LF	15	\$125.00	\$ 1,875.00	\$158.00	\$ 2,370.00	\$100.00	\$ 1,500.00	\$114.30	\$ 1,714.50
W-03	Provide 1" HDPE Water Service Open Cut	LF	30	\$100.00	\$ 3,000.00	\$90.00	\$ 2,700.00	\$80.00	\$ 2,400.00	\$91.80	\$ 2,754.00
W-04	Provide 1" Corporation and Curb Stop	EA	1	\$1,000.00	\$ 1,000.00	\$1,600.00	\$ 1,600.00	\$500.00	\$ 500.00	\$2,480.00	\$ 2,480.00
W-05	Provide 6" Gate Valve	EA	6	\$1,500.00	\$ 9,000.00	\$2,350.00	\$ 14,100.00	\$2,800.00	\$ 16,800.00	\$1,662.00	\$ 9,972.00
W-06	Provide Hydrant (6.5' Bury)	EA	6	\$3,950.00	\$ 23,700.00	\$5,100.00	\$ 30,600.00	\$6,200.00	\$ 37,200.00	\$6,300.00	\$ 37,800.00
W-07	Provide Connection to Existing Water Main	EA	6	\$1,450.00	\$ 8,700.00	\$2,100.00	\$ 12,600.00	\$1,000.00	\$ 6,000.00	\$1,905.00	\$ 11,430.00
STREET AND DRAINAGE											
SD-01	Unclassified Excavation	CY	1,530	\$27.85	\$ 42,610.50	\$18.78	\$ 28,733.40	\$28.00	\$ 42,840.00	\$31.00	\$ 47,430.00
SD-02	Finished Lawn Ditching	LF	585	\$9.95	\$ 5,820.75	\$21.10	\$ 12,343.50	\$18.00	\$ 10,530.00	\$3.08	\$ 1,801.80
SD-03	Provide 3/4" Crushed Aggregate Base Course	TON	750	\$28.85	\$ 21,637.50	\$17.75	\$ 13,312.50	\$25.00	\$ 18,750.00	\$19.52	\$ 14,640.00
SD-04	Remove and Replace 18" and/or 24" Concrete Curb and Gutter	LF	20	\$42.00	\$ 840.00	\$42.00	\$ 840.00	\$45.00	\$ 900.00	\$55.00	\$ 1,100.00
SD-05	Provide 9" Concrete Sidewalk, Ramp, and Driveway	SY	130	\$82.85	\$ 10,770.50	\$82.85	\$ 10,770.50	\$85.00	\$ 11,050.00	\$67.90	\$ 8,827.00
SD-06	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	2,300	\$52.50	\$ 120,750.00	\$52.50	\$ 120,750.00	\$51.75	\$ 119,025.00	\$43.00	\$ 98,900.00
SD-07	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	300	\$2.50	\$ 750.00	\$2.50	\$ 750.00	\$1.50	\$ 450.00	\$2.00	\$ 600.00
SD-08	Drilling Tie Bars (Existing Sidewalk, Driveways, and Curb and Gutter)	EA	82	\$12.00	\$ 984.00	\$12.00	\$ 984.00	\$8.00	\$ 656.00	\$5.00	\$ 410.00
SD-09	Provide Detectable Warning Field (Natural)	EA	8	\$350.00	\$ 2,800.00	\$350.00	\$ 2,800.00	\$350.00	\$ 2,800.00	\$325.00	\$ 2,600.00
SD-10	Salvage and Replace Landscape Stone and Fabric	LS	1	\$3,500.00	\$ 3,500.00	\$5,000.00	\$ 5,000.00	\$3,000.00	\$ 3,000.00	\$3,900.00	\$ 3,900.00
SD-11	Salvage and Relocate Existing Stop Sign/ Remove Pavement Marking	LS	1	\$1,200.00	\$ 1,200.00	\$2,500.00	\$ 2,500.00	\$2,200.00	\$ 2,200.00	\$2,200.00	\$ 2,200.00
SD-12	Landscaping - Topsoil, Seed, Fertilize	SY	6,400	\$7.30	\$ 46,720.00	\$6.10	\$ 39,040.00	\$8.00	\$ 51,200.00	\$6.10	\$ 39,040.00
SD-13	Erosion Mat Urban Class 1, Type A	SY	6,400	\$1.80	\$ 11,520.00	\$2.15	\$ 13,760.00	\$2.00	\$ 12,800.00	\$2.15	\$ 13,760.00

**PROJECT 19-06B LAWRENCE DRIVE SIDEWALK
SCHEURING ROAD TO GRANT STREET
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				SOMMERS CONSTRUCTION COMPANY, INC.		HIGHWAY LANDSCAPERS, INC.		AL DIX CONCRETE		VINTON CONSTRUCTION COMPANY	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SPECIAL CONSTRUCTION											
SC-01	Provide Medium Rip Rap w/Geotextile Fabric, Type HR	SY	90	\$35.00	\$ 3,150.00	\$41.00	\$ 3,690.00	\$60.00	\$ 5,400.00	\$41.00	\$ 3,690.00
SC-02	Provide Silt Fence	LF	465	\$3.00	\$ 1,395.00	\$2.00	\$ 930.00	\$7.00	\$ 3,255.00	\$2.00	\$ 930.00
SC-03	Inlet Protection Type D	EA	16	\$125.00	\$ 2,000.00	\$125.00	\$ 2,000.00	\$130.00	\$ 2,080.00	\$125.00	\$ 2,000.00
SC-04	Inlet Protection Type A	EA	13	\$125.00	\$ 1,625.00	\$100.00	\$ 1,300.00	\$100.00	\$ 1,300.00	\$100.00	\$ 1,300.00
SC-05	Rock Filled Filter Bags	EA	20	\$16.00	\$ 320.00	\$15.00	\$ 300.00	\$15.00	\$ 300.00	\$15.00	\$ 300.00
SC-06	Sediment Log Erosion Control (8")	LF	500	\$8.75	\$ 4,375.00	\$10.00	\$ 5,000.00	\$10.00	\$ 5,000.00	\$10.00	\$ 5,000.00
SC-07	Saw Cut Exist Concrete Curb Head	LF	64	\$40.00	\$ 2,560.00	\$27.50	\$ 1,760.00	\$60.00	\$ 3,840.00	\$25.00	\$ 1,600.00
SC-08	Provide 12" PVC Slip Line Storm Sewer	EA	1	\$2,000.00	\$ 2,000.00	\$4,675.00	\$ 4,675.00	\$2,500.00	\$ 2,500.00	\$1,920.00	\$ 1,920.00
SC-09	Adjust Manhole Provide New Low Profile Casting	EA	2	\$700.00	\$ 1,400.00	\$1,500.00	\$ 3,000.00	\$800.00	\$ 1,600.00	\$1,444.00	\$ 2,888.00
SC-10	Adjust Manhole Provide New (6") Casting (HS20 Rated)	EA	6	\$700.00	\$ 4,200.00	\$1,500.00	\$ 9,000.00	\$900.00	\$ 5,400.00	\$1,607.00	\$ 9,642.00
SC-11	Adjust Manhole Plus 1 Foot Provide New Casting	EA	2	\$1,400.00	\$ 2,800.00	\$1,750.00	\$ 3,500.00	\$1,200.00	\$ 2,400.00	\$2,095.00	\$ 4,190.00
SC-12	Adjust Manhole Provide New Casting	EA	3	\$700.00	\$ 2,100.00	\$1,500.00	\$ 4,500.00	\$600.00	\$ 1,800.00	\$1,607.00	\$ 4,821.00
SC-13	Adjust Manhole Remove Cone Section Install Flat Top Provide New Casting	EA	1	\$1,750.00	\$ 1,750.00	\$2,500.00	\$ 2,500.00	\$1,600.00	\$ 1,600.00	\$2,300.00	\$ 2,300.00
SC-14	Traffic Control Signage	LS	1	\$7,500.00	\$ 7,500.00	\$8,000.00	\$ 8,000.00	\$10,000.00	\$ 10,000.00	\$36,750.00	\$ 36,750.00
SC-15	Pavement Marking Epoxy 18-inch White Stop Line	LF	50	\$21.00	\$ 1,050.00	\$25.00	\$ 1,250.00	\$30.00	\$ 1,500.00	\$21.00	\$ 1,050.00
SC-16	Provide Split Block Retaining Wall	SF	180	\$75.00	\$ 13,500.00	\$75.00	\$ 13,500.00	\$45.00	\$ 8,100.00	\$75.00	\$ 13,500.00
SC-17	Polystyrene Insulation Board Existing	SF	64	\$25.00	\$ 1,600.00	\$18.00	\$ 1,152.00	\$45.00	\$ 2,880.00	\$43.00	\$ 2,752.00
SC-18	Saw Cut Existing Concrete and Remove	LS	1	\$500.00	\$ 500.00	\$1,500.00	\$ 1,500.00	\$5,000.00	\$ 5,000.00	\$1,500.00	\$ 1,500.00
SC-19	Polystyrene Insulation Board	SF	24	\$25.00	\$ 600.00	\$18.00	\$ 432.00	\$25.00	\$ 600.00	\$5.00	\$ 120.00
BID TOTALS					\$ 459,793.25		\$ 471,352.90		\$ 492,836.00		\$ 492,962.30



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve award of Contract 19-11 Garrity's Glen South Subdivision Construction to Dorner, Inc. in the amount of \$2,059,620.30.

The Board of Public Works at the June 10, 2019 meeting approved awarding Contract 19-11 Garrity's Glen South Subdivision Construction to Dorner, Inc. in the amount of \$2,059,620.30 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- 2019 0610 CI_BOPW_Consider_Award_of_Contract_19-11 (PDF)
- 2019 0523 CE_19-11 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

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

Date: June 10, 2019

RE: **Consider Award of Contract 19-11 Garrity's Glen South Subdivision Construction***

The Engineering Department received bids for Project 19-11 Garrity's Glen South Subdivision Construction on May 30, 2019. This project involves the construction of the streets, corresponding utilities and storm water treatment pond for the new Garrity's Glen South Subdivision on the City's southwest side. The bids received are as follows:

Contractor	Base Bid
Dorner, Inc.	\$2,059,620.30
Kruczek Construction, Inc.	\$2,144,881.94
Jossart Brothers, Inc.	\$2,303,228.50
Carl Bowers & Sons Construction Company, Inc.	\$2,321,705.00
De Groot, Inc.	\$2,491,514.03
Wood Sewer & Excavating, Inc.	\$2,992,123.00
Advance Construction	\$3,015,580.00

The majority of this project is developer funded with the City and TID 12 funding portions of Garroman Drive and TID 12 as follows:

	Construction Cost	Contingency	Engineering Costs	Total
Developer Cost	\$1,782,304	\$89,115	\$356,461	\$2,227,880
City Cost – Garroman Drive	\$95,260	\$4,763	\$19,052	\$119,075
TID 12 – Pond	\$182,055	\$9,103	\$36,411	\$227,569
Total	\$2,059,620	\$102,981	\$411,924	\$2,574,524

The City is funding a portion of Garroman Drive in exchange for the adjacent property owner dedicating the right of way to the City. TID 12 is funding a portion of the storm water pond because the pond has been sized to treat the storm water from future industrial development.

Staff's recommendation is to accept the bid from Dorner, Inc. in the amount of \$2,059,620.30.

PROJECT 19-11 GARRITY'S GLEN SOUTH
SUBDIVISION CONSTRUCTION
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				DORNER INC.		KRUCZEK CONSTRUCTION INC.		JOSSART BROTHERS, INC.		CARL BOWERS & SONS CONSTRUCTION COMPANY, INC.		DE GROOT, INC.		WOOD SEWER & EXCAVATING, INC.		ADVANCE CONSTRUCTION, 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
SANITARY SEWER																	
SS-01	Provide 8" PVC Sanitary Sewer	LF	4,000	\$65.00	\$ 260,000.00	\$62.00	\$ 248,000.00	\$78.00	\$ 312,000.00	\$79.00	\$ 316,000.00	\$68.22	\$ 272,880.00	\$127.00	\$ 508,000.00	\$100.00	\$ 400,000.00
SS-02	Provide 6" PVC Sanitary Sewer Lateral	LF	145	\$44.00	\$ 6,380.00	\$55.00	\$ 7,975.00	\$47.00	\$ 6,815.00	\$75.00	\$ 10,875.00	\$59.71	\$ 8,657.95	\$42.00	\$ 6,090.00	\$90.00	\$ 13,050.00
SS-03	Provide 4" PVC Sanitary Sewer Lateral	LF	3,100	\$44.00	\$ 136,400.00	\$39.00	\$ 120,900.00	\$45.00	\$ 139,500.00	\$45.00	\$ 139,500.00	\$55.98	\$ 173,538.00	\$44.00	\$ 136,400.00	\$88.00	\$ 272,800.00
SS-04	Provide Sanitary Sewer Risers	VF	115	\$75.00	\$ 8,625.00	\$39.00	\$ 4,485.00	\$70.00	\$ 8,050.00	\$100.00	\$ 11,500.00	\$186.85	\$ 21,487.75	\$80.00	\$ 9,200.00	\$129.00	\$ 14,835.00
SS-05	Provide 8"x6" Sanitary Wye	EA	3	\$140.00	\$ 420.00	\$100.00	\$ 300.00	\$150.00	\$ 450.00	\$185.00	\$ 555.00	\$340.37	\$ 1,021.11	\$150.00	\$ 450.00	\$90.00	\$ 270.00
SS-06	Provide 8"x4" Sanitary Wye	EA	68	\$99.00	\$ 6,732.00	\$80.00	\$ 5,440.00	\$100.00	\$ 6,800.00	\$125.00	\$ 8,500.00	\$321.18	\$ 21,840.24	\$120.00	\$ 8,160.00	\$70.00	\$ 4,760.00
SS-07	Provide 12"x4" Cut in Wye w/Solid Sleeve PVC Connection to Existing	EA	9	\$3,000.00	\$ 27,000.00	\$2,200.00	\$ 19,800.00	\$5,000.00	\$ 45,000.00	\$4,800.00	\$ 43,200.00	\$3,855.17	\$ 34,696.53	\$2,900.00	\$ 26,100.00	\$1,000.00	\$ 9,000.00
SS-08	Provide 4' Diameter Sanitary Sewer Manhole	VF	190	\$264.00	\$ 50,160.00	\$260.00	\$ 49,400.00	\$315.00	\$ 59,850.00	\$350.00	\$ 66,500.00	\$400.45	\$ 76,085.50	\$410.00	\$ 77,900.00	\$300.00	\$ 57,000.00
SS-09	Core Drill Sanitary Manhole	EA	3	\$3,000.00	\$ 9,000.00	\$250.00	\$ 750.00	\$2,500.00	\$ 7,500.00	\$1,200.00	\$ 3,600.00	\$1,868.50	\$ 5,605.50	\$1,000.00	\$ 3,000.00	\$1,000.00	\$ 3,000.00
SS-10	Abandon Existing Sanitary Lateral at Manhole	EA	1	\$250.00	\$ 250.00	\$200.00	\$ 200.00	\$500.00	\$ 500.00	\$800.00	\$ 800.00	\$1,212.00	\$ 1,212.00	\$1,000.00	\$ 1,000.00	\$800.00	\$ 800.00
STORM SEWER																	
ST-01	Provide 36" RCP Class III Storm Sewer (Granular Backfill)	LF	205	\$62.00	\$ 12,710.00	\$89.00	\$ 18,245.00	\$83.00	\$ 17,015.00	\$110.00	\$ 22,550.00	\$82.40	\$ 16,892.00	\$97.00	\$ 19,885.00	\$118.00	\$ 24,190.00
ST-02	Provide 30" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	325	\$52.00	\$ 16,900.00	\$76.00	\$ 24,700.00	\$73.00	\$ 23,725.00	\$103.00	\$ 33,475.00	\$70.97	\$ 23,065.25	\$88.00	\$ 28,600.00	\$100.00	\$ 32,500.00
ST-03	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	70	\$43.00	\$ 3,010.00	\$67.00	\$ 4,690.00	\$62.00	\$ 4,340.00	\$67.00	\$ 4,690.00	\$64.09	\$ 4,486.30	\$76.00	\$ 5,320.00	\$85.00	\$ 5,950.00
ST-04	Provide 21" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	715	\$41.00	\$ 29,315.00	\$55.00	\$ 39,325.00	\$60.00	\$ 42,900.00	\$64.00	\$ 45,760.00	\$57.17	\$ 40,876.55	\$64.00	\$ 45,760.00	\$75.00	\$ 53,625.00
ST-05	Provide 18" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	600	\$38.00	\$ 22,800.00	\$48.00	\$ 28,800.00	\$58.00	\$ 34,800.00	\$63.00	\$ 37,800.00	\$49.87	\$ 29,922.00	\$62.00	\$ 37,200.00	\$70.00	\$ 42,000.00
ST-06	Provide 15" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	910	\$36.00	\$ 32,760.00	\$47.00	\$ 42,770.00	\$41.00	\$ 37,310.00	\$51.00	\$ 46,410.00	\$47.75	\$ 43,452.50	\$61.00	\$ 55,510.00	\$65.00	\$ 59,150.00
ST-07	Provide 12" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	1,600	\$31.00	\$ 49,600.00	\$42.00	\$ 67,200.00	\$40.00	\$ 64,000.00	\$47.00	\$ 75,200.00	\$44.85	\$ 71,760.00	\$45.00	\$ 72,000.00	\$65.00	\$ 104,000.00
ST-08	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	1,330	\$26.00	\$ 34,580.00	\$36.00	\$ 47,880.00	\$35.00	\$ 46,550.00	\$42.00	\$ 55,860.00	\$41.22	\$ 54,822.60	\$38.00	\$ 50,540.00	\$55.00	\$ 73,150.00
ST-09	Provide 60" RCP Class III Storm Sewer (Natural Backfill)	LF	60	\$127.00	\$ 7,620.00	\$200.00	\$ 12,000.00	\$185.00	\$ 11,100.00	\$180.00	\$ 10,800.00	\$199.18	\$ 11,950.80	\$180.00	\$ 10,800.00	\$160.00	\$ 9,600.00
ST-10	Provide 36" RCP Class III Storm Sewer (Natural Backfill)	LF	40	\$56.00	\$ 2,240.00	\$93.00	\$ 3,720.00	\$50.00	\$ 2,000.00	\$80.00	\$ 3,200.00	\$80.60	\$ 3,224.00	\$129.00	\$ 5,160.00	\$70.00	\$ 2,800.00
ST-11	Provide 15" PVC or RCP Class III Storm Sewer (Natural Backfill)	LF	170	\$28.00	\$ 4,760.00	\$52.00	\$ 8,840.00	\$28.00	\$ 4,760.00	\$43.00	\$ 7,310.00	\$46.64	\$ 7,928.80	\$59.00	\$ 10,030.00	\$42.00	\$ 7,140.00
ST-12	Provide 12" PVC or RCP Class III Storm Sewer (Natural Backfill)	LF	850	\$27.00	\$ 22,950.00	\$38.00	\$ 32,300.00	\$27.00	\$ 22,950.00	\$36.00	\$ 30,600.00	\$43.13	\$ 36,660.50	\$57.00	\$ 48,450.00	\$42.00	\$ 35,700.00
ST-13	Provide 6" PVC Storm Sewer Lateral	LF	2,680	\$23.00	\$ 61,640.00	\$24.00	\$ 64,320.00	\$25.00	\$ 67,000.00	\$24.00	\$ 64,320.00	\$29.61	\$ 79,354.80	\$38.00	\$ 101,840.00	\$41.00	\$ 109,880.00
ST-14	Provide 21"x6" Storm Branch or Inserta Tee	EA	4	\$93.00	\$ 372.00	\$150.00	\$ 600.00	\$250.00	\$ 1,000.00	\$200.00	\$ 800.00	\$278.76	\$ 1,115.04	\$360.00	\$ 1,440.00	\$140.00	\$ 560.00
ST-15	Provide 18"x6" Storm Branch or Inserta Tee	EA	9	\$93.00	\$ 837.00	\$150.00	\$ 1,350.00	\$250.00	\$ 2,250.00	\$200.00	\$ 1,800.00	\$253.51	\$ 2,281.59	\$360.00	\$ 3,240.00	\$135.00	\$ 1,215.00
ST-16	Provide 15"x6" Storm Branch or Inserta Tee	EA	6	\$93.00	\$ 558.00	\$150.00	\$ 900.00	\$150.00	\$ 900.00	\$200.00	\$ 1,200.00	\$252.50	\$ 1,515.00	\$360.00	\$ 2,160.00	\$135.00	\$ 810.00
ST-17	Provide 12"x6" Storm Branch or Inserta Tee	EA	17	\$180.00	\$ 3,060.00	\$150.00	\$ 2,550.00	\$150.00	\$ 2,550.00	\$200.00	\$ 3,400.00	\$253.51	\$ 4,309.67	\$360.00	\$ 6,120.00	\$133.00	\$ 2,261.00
ST-18	Provide 8"x6" Wye	EA	14	\$140.00	\$ 1,960.00	\$100.00	\$ 1,400.00	\$100.00	\$ 1,400.00	\$150.00	\$ 2,100.00	\$239.37	\$ 3,351.18	\$320.00	\$ 4,480.00	\$90.00	\$ 1,260.00
ST-19	Provide 6' Diameter Storm Manhole	VF	13	\$514.00	\$ 6,682.00	\$580.00	\$ 7,540.00	\$855.00	\$ 11,115.00	\$600.00	\$ 7,800.00	\$683.10	\$ 8,880.30	\$640.00	\$ 8,320.00	\$560.00	\$ 7,280.00
ST-20	Provide 5' Diameter Storm Manhole	VF	25	\$474.00	\$ 11,850.00	\$520.00	\$ 13,000.00	\$710.00	\$ 17,750.00	\$550.00	\$ 13,750.00	\$697.74	\$ 17,443.50	\$445.00	\$ 11,125.00	\$480.00	\$ 12,000.00
ST-21	Provide 4' Diameter Storm Manhole	VF	145	\$383.00	\$ 55,535.00	\$450.00	\$ 65,250.00	\$525.00	\$ 76,125.00	\$450.00	\$ 65,250.00	\$593.68	\$ 86,083.60	\$425.00	\$ 61,625.00	\$320.00	\$ 46,400.00
ST-22	Provide Type A Inlet (30" RCP or 15" Nyloplast)	EA	17	\$1,483.00	\$ 25,211.00	\$1,700.00	\$ 28,900.00	\$1,600.00	\$ 27,200.00	\$1,700.00	\$ 28,900.00	\$1,353.72	\$ 23,013.24	\$2,100.00	\$ 35,700.00	\$1,600.00	\$ 27,200.00
ST-23	Provide Type B Inlet	EA	31	\$1,767.00	\$ 54,777.00	\$1,800.00	\$ 55,800.00	\$2,000.00	\$ 62,000.00	\$1,700.00	\$ 52,700.00	\$1,863.80	\$ 57,777.80	\$1,800.00	\$ 55,800.00	\$1,875.00	\$ 58,125.00
ST-24	Connect to Structure and/or Existing Pipe	EA	1	\$1,500.00	\$ 1,500.00	\$585.00	\$ 585.00	\$1,500.00	\$ 1,500.00	\$600.00	\$ 600.00	\$1,262.50	\$ 1,262.50	\$700.00	\$ 700.00	\$850.00	\$ 850.00
ST-25	Core Drill Existing Structure	EA	1	\$2,000.00	\$ 2,000.00	\$875.00	\$ 875.00	\$2,000.00	\$ 2,000.00	\$600.00	\$ 600.00	\$1,515.00	\$ 1,515.00	\$700.00	\$ 700.00	\$850.00	\$ 850.00
ST-26	Provide 60" RCP Endwall	EA	2	\$2,932.00	\$ 5,864.00	\$3,200.00	\$ 6,400.00	\$3,000.00	\$ 6,000.00	\$3,000.00	\$ 6,000.00	\$2,508.84	\$ 5,017.68	\$2,880.00	\$ 5,760.00	\$2,500.00	\$ 5,000.00
ST-27	Provide 36" RCP Endwall	EA	1	\$1,283.00	\$ 1,283.00	\$1,200.00	\$ 1,200.00	\$1,800.00	\$ 1,800.00	\$975.00	\$ 975.00	\$1,155.44	\$ 1,155.44	\$940.00	\$ 940.00	\$800.00	\$ 800.00
ST-28	Provide 15" RCP Endwall	EA	1	\$474.00	\$ 474.00	\$850.00	\$ 850.00	\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$564.59	\$ 564.59	\$440.00	\$ 440.00	\$313.00	\$ 313.00
ST-29	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$2,000.00	\$ 2,000.00	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00	\$1,010.00	\$ 1,010.00	\$6,000.00	\$ 6,000.00	\$850.00	\$ 850.00

Attachment: 2019 0523 CE_19-11 Bid Tab (8398 : Rec from BOPW approve Award of Contract 19-11 Garrity's Glen South Subdivision

PROJECT 19-11 GARRITY'S GLEN SOUTH
SUBDIVISION CONSTRUCTION
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				DORNER INC.		KRUCZEK CONSTRUCTION INC.		JOSSART BROTHERS, INC.		CARL BOWERS & SONS CONSTRUCTION COMPANY, INC.		DE GROOT, INC.		WOOD SEWER & EXCAVATING, INC.		ADVANCE CONSTRUCTION, 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
WATER MAIN																	
W-01	Provide 12” PVC Water Main (Granular Backfill)	LF	145	\$58.00	\$ 8,410.00	\$58.00	\$ 8,410.00	\$63.00	\$ 9,135.00	\$70.00	\$ 10,150.00	\$59.87	\$ 8,681.15	\$122.00	\$ 17,690.00	\$83.00	\$ 12,035.00
W-02	Provide 8” PVC Water Main (Granular Backfill)	LF	225	\$46.00	\$ 10,350.00	\$48.00	\$ 10,800.00	\$53.00	\$ 11,925.00	\$60.00	\$ 13,500.00	\$51.32	\$ 11,547.00	\$68.00	\$ 15,300.00	\$69.00	\$ 15,525.00
W-03	Provide 4” PVC Water Main (Granular Backfill)	LF	100	\$38.00	\$ 3,800.00	\$59.00	\$ 5,900.00	\$48.00	\$ 4,800.00	\$54.00	\$ 5,400.00	\$46.42	\$ 4,642.00	\$88.00	\$ 8,800.00	\$63.00	\$ 6,300.00
W-04	Provide 12” PVC Water Main (Natural Backfill)	LF	1,110	\$40.00	\$ 44,400.00	\$43.00	\$ 47,730.00	\$41.00	\$ 45,510.00	\$42.00	\$ 46,620.00	\$45.93	\$ 50,982.30	\$89.00	\$ 98,790.00	\$55.00	\$ 61,050.00
W-05	Provide 8” PVC Water Main (Natural Backfill)	LF	3,370	\$26.00	\$ 87,620.00	\$30.00	\$ 101,100.00	\$30.00	\$ 101,100.00	\$31.00	\$ 104,470.00	\$34.82	\$ 117,343.40	\$52.00	\$ 175,240.00	\$40.00	\$ 134,800.00
W-06	Provide 4” PVC Water Main (Natural Backfill)	LF	100	\$19.00	\$ 1,900.00	\$37.00	\$ 3,700.00	\$25.00	\$ 2,500.00	\$30.00	\$ 3,000.00	\$30.91	\$ 3,091.00	\$68.00	\$ 6,800.00	\$34.50	\$ 3,450.00
W-07	Provide 1” HDPE Water Service-Open Cut	LF	2,000	\$25.00	\$ 50,000.00	\$41.00	\$ 82,000.00	\$28.00	\$ 56,000.00	\$22.00	\$ 44,000.00	\$23.42	\$ 46,840.00	\$42.00	\$ 84,000.00	\$30.00	\$ 60,000.00
W-08	Provide 1” HDPE with plug 50’ in length	EA	78	\$170.00	\$ 13,260.00	\$76.00	\$ 5,928.00	\$150.00	\$ 11,700.00	\$165.00	\$ 12,870.00	\$216.24	\$ 16,866.72	\$2,448.00	\$ 190,944.00	\$1,300.00	\$ 101,400.00
W-09	Provide 1” Corporation and Curb Stop	EA	77	\$459.00	\$ 35,343.00	\$385.00	\$ 29,645.00	\$380.00	\$ 29,260.00	\$450.00	\$ 34,650.00	\$636.36	\$ 48,999.72	\$440.00	\$ 33,880.00	\$530.00	\$ 40,810.00
W-10	Provide 2” Corporation with Plug/Saddle with 2” HDPE	EA	2	\$1,276.00	\$ 2,552.00	\$835.00	\$ 1,670.00	\$1,500.00	\$ 3,000.00	\$900.00	\$ 1,800.00	\$1,249.88	\$ 2,499.76	\$780.00	\$ 1,560.00	\$800.00	\$ 1,600.00
W-11	Provide 12” Gate Valve	EA	2	\$2,843.00	\$ 5,686.00	\$3,150.00	\$ 6,300.00	\$3,000.00	\$ 6,000.00	\$3,100.00	\$ 6,200.00	\$3,025.96	\$ 6,051.92	\$3,200.00	\$ 6,400.00	\$2,700.00	\$ 5,400.00
W-12	Provide 8” Gate Valve	EA	9	\$1,677.00	\$ 15,093.00	\$1,800.00	\$ 16,200.00	\$1,800.00	\$ 16,200.00	\$1,800.00	\$ 16,200.00	\$1,857.39	\$ 16,716.51	\$1,880.00	\$ 16,920.00	\$1,600.00	\$ 14,400.00
W-13	Provide 6” Gate Valve	EA	3	\$1,226.00	\$ 3,678.00	\$1,300.00	\$ 3,900.00	\$1,300.00	\$ 3,900.00	\$1,400.00	\$ 4,200.00	\$1,441.27	\$ 4,323.81	\$1,400.00	\$ 4,200.00	\$1,175.00	\$ 3,525.00
W-14	Provide 4” Gate Valve	EA	3	\$1,051.00	\$ 3,153.00	\$1,200.00	\$ 3,600.00	\$1,100.00	\$ 3,300.00	\$1,100.00	\$ 3,300.00	\$1,263.51	\$ 3,790.53	\$1,200.00	\$ 3,600.00	\$1,000.00	\$ 3,000.00
W-15	Provide Connection to Existing Water Main	EA	2	\$1,500.00	\$ 3,000.00	\$830.00	\$ 1,660.00	\$2,500.00	\$ 5,000.00	\$1,100.00	\$ 2,200.00	\$2,280.58	\$ 4,561.16	\$4,100.00	\$ 8,200.00	\$2,200.00	\$ 4,400.00
W-16	Provide Connection to Existing Water Main 12”x12” Tapping Tee and Valve	EA	1	\$6,500.00	\$ 6,500.00	\$6,505.44	\$ 6,505.44	\$6,000.00	\$ 6,000.00	\$5,500.00	\$ 5,500.00	\$6,955.87	\$ 6,955.87	\$7,300.00	\$ 7,300.00	\$6,800.00	\$ 6,800.00
W-17	Provide Hydrant (6.5’ Bury)	EA	11	\$3,950.00	\$ 43,450.00	\$4,300.00	\$ 47,300.00	\$4,000.00	\$ 44,000.00	\$4,000.00	\$ 44,000.00	\$3,954.15	\$ 43,495.65	\$3,990.00	\$ 43,890.00	\$4,200.00	\$ 46,200.00
W-18	Provide 6” PVC Hydrant Lead	LF	52	\$31.00	\$ 1,612.00	\$47.00	\$ 2,444.00	\$50.00	\$ 2,600.00	\$40.00	\$ 2,080.00	\$35.52	\$ 1,847.04	\$82.00	\$ 4,264.00	\$36.00	\$ 1,872.00
W-19	Provide Water Main Offset	EA	8	\$3,000.00	\$ 24,000.00	\$2,400.00	\$ 19,200.00	\$3,000.00	\$ 24,000.00	\$2,500.00	\$ 20,000.00	\$4,307.65	\$ 34,461.20	\$4,800.00	\$ 38,400.00	\$1,200.00	\$ 9,600.00
W-20	Hydrant Extension	VF	3.5	\$850.00	\$ 2,975.00	\$875.00	\$ 3,062.50	\$900.00	\$ 3,150.00	\$800.00	\$ 2,800.00	\$778.57	\$ 2,725.00	\$970.00	\$ 3,395.00	\$210.00	\$ 735.00
W-21	Remove Hydrant	EA	2	\$550.00	\$ 1,100.00	\$250.00	\$ 500.00	\$500.00	\$ 1,000.00	\$500.00	\$ 1,000.00	\$656.50	\$ 1,313.00	\$700.00	\$ 1,400.00	\$550.00	\$ 1,100.00
STREET AND DRAINAGE																	
SD-01	Provide Clearing and Grubbing	LS	1	\$8,348.00	\$ 8,348.00	\$8,500.00	\$ 8,500.00	\$9,000.00	\$ 9,000.00	\$10,000.00	\$ 10,000.00	\$8,585.00	\$ 8,585.00	\$10,000.00	\$ 10,000.00	\$12,000.00	\$ 12,000.00
SD-02	Unclassified Excavation (Street & Lots)	CY	3,600	\$4.10	\$ 14,760.00	\$4.25	\$ 15,300.00	\$3.95	\$ 14,220.00	\$3.75	\$ 13,500.00	\$4.16	\$ 14,976.00	\$5.00	\$ 18,000.00	\$8.00	\$ 28,800.00
SD-03	Unclassified Excavation (Pond)	CY	32,500	\$4.10	\$ 133,250.00	\$4.10	\$ 133,250.00	\$4.20	\$ 136,500.00	\$4.00	\$ 130,000.00	\$4.16	\$ 135,200.00	\$5.00	\$ 162,500.00	\$7.00	\$ 227,500.00
SD-04	Mill or Remove Asphaltic Concrete Pavement	SY	300	\$3.65	\$ 1,095.00	\$10.00	\$ 3,000.00	\$12.60	\$ 3,780.00	\$12.00	\$ 3,600.00	\$4.04	\$ 1,212.00	\$12.00	\$ 3,600.00	\$10.90	\$ 3,270.00
SD-05	Backyard Swale Ditching	SY	4,450	\$3.05	\$ 13,572.50	\$5.70	\$ 25,365.00	\$3.15	\$ 14,017.50	\$3.00	\$ 13,350.00	\$3.12	\$ 13,884.00	\$4.00	\$ 17,800.00	\$5.80	\$ 25,810.00
SD-06	Provide 1 ¼” Crushed Aggregate Base Course	TON	14,150	\$11.50	\$ 162,725.00	\$12.00	\$ 169,800.00	\$11.90	\$ 168,385.00	\$11.30	\$ 159,895.00	\$11.76	\$ 166,404.00	\$11.30	\$ 159,895.00	\$12.50	\$ 176,875.00
SD-07	Provide ¾” Crushed Aggregate Base Course Shoulder	TON	20	\$30.50	\$ 610.00	\$50.00	\$ 1,000.00	\$33.60	\$ 672.00	\$32.00	\$ 640.00	\$35.35	\$ 707.00	\$30.00	\$ 600.00	\$22.00	\$ 440.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 ¼” Upper Layer	TON	60	\$92.00	\$ 5,520.00	\$100.00	\$ 6,000.00	\$95.00	\$ 5,700.00	\$97.00	\$ 5,820.00	\$94.15	\$ 5,649.00	\$99.00	\$ 5,940.00	\$91.90	\$ 5,514.00
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 ¼” Lower Layer	TON	2,000	\$64.85	\$ 129,700.00	\$70.00	\$ 140,000.00	\$67.00	\$ 134,000.00	\$72.15	\$ 144,300.00	\$66.91	\$ 133,820.00	\$73.00	\$ 146,000.00	\$68.70	\$ 137,400.00
SD-10	Provide 24” Concrete Curb and Gutter (Slip Form)	LF	9,100	\$10.40	\$ 94,640.00	\$10.50	\$ 95,550.00	\$10.75	\$ 97,825.00	\$10.80	\$ 98,280.00	\$10.67	\$ 97,097.00	\$11.00	\$ 100,100.00	\$10.25	\$ 93,275.00
SD-11	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	2,240	\$1.00	\$ 2,240.00	\$1.00	\$ 2,240.00	\$1.05	\$ 2,352.00	\$1.05	\$ 2,352.00	\$1.06	\$ 2,374.40	\$1.50	\$ 3,360.00	\$1.00	\$ 2,240.00
SD-12	Drilled Tie Bars (Existing Sidewalk , Driveway, and Curb and Gutter)	EA	8	\$5.10	\$ 40.80	\$25.00	\$ 200.00	\$5.25	\$ 42.00	\$5.25	\$ 42.00	\$6.06	\$ 48.48	\$10.00	\$ 80.00	\$5.00	\$ 40.00
SD-13	Landscaping-Topsoil, Temporary Nurse Crop and Mulch	SY	19,100	\$1.10	\$ 21,010.00	\$0.40	\$ 7,640.00	\$1.00	\$ 19,100.00	\$0.70	\$ 13,370.00	\$2.09	\$ 39,919.00	\$0.70	\$ 13,370.00	\$2.00	\$ 38,200.00
SD-14	Landscaping-Topsoil, Seed, Fertilizer, and Erosion Mat	SY	7,700	\$3.55	\$ 27,335.00	\$2.90	\$ 22,330.00	\$1.50	\$ 11,550.00	\$1.30	\$ 10,010.00	\$3.78	\$ 29,106.00	\$0.70	\$ 5,390.00	\$5.50	\$ 42,350.00
SD-15	Landscaping-Topsoil, Seed, Fertilizer, and Mulch	SY	39,500	\$1.20	\$ 47,400.00	\$0.50	\$ 19,750.00	\$1.10	\$ 43,450.00	\$1.05	\$ 41,475.00	\$1.99	\$ 78,605.00	\$0.70	\$ 27,650.00	\$2.50	\$ 98,750.00
SD-16	Provide Turf Reinforcement Mat over Landscaping	SY	60	\$20.00	\$ 1,200.00	\$20.00	\$ 1,200.00	\$45.00	\$ 2,700.00	\$45.00	\$ 2,700.00	\$6.06	\$ 363.60	\$7.00	\$ 420.00	\$8.00	\$ 480.00
SPECIAL CONSTRUCTION																	
SC-01	Pipe Foundation Stabilization	CY	100	\$0.01	\$ 1.00	\$15.00	\$ 1,500.00	\$15.00	\$ 1,500.00	\$0.01	\$ 1.00	\$20.20	\$ 2,020.00	\$35.00	\$ 3,500.00	\$26.00	\$ 2,600.00
SC-02	Provide Silt Fence	LF	500	\$2.04	\$ 1,020.00	\$2.00	\$ 1,000.00	\$2.50	\$ 1,250.00	\$3.00	\$ 1,500.00	\$3.03	\$ 1,515.00	\$3.00	\$ 1,500.00	\$2.00	\$ 1,000.00
SC-03	Inlet Protection Type A	EA	16	\$102.00	\$ 1,632.00	\$127.00	\$ 2,032.00	\$125.00	\$ 2,000.00	\$60.00	\$ 960.00	\$151.50	\$ 2,424.00	\$100.00	\$ 1,600.00	\$140.00	\$ 2,240.00
SC-04	Inlet Protection Type D	EA	30	\$127.00	\$ 3,810.00	\$115.00	\$ 3,450.00	\$100.00	\$ 3,000.00	\$80.00	\$ 2,400.00	\$151.50	\$ 4,545.00	\$100.00	\$ 3,000.00	\$140.00	\$ 4,200.00
SC-05	Provide Heavy Rip Rap w/ Geotextile Fabric (Type HR)	SY	820	\$39.00	\$ 31,980.00	\$34.00	\$ 27,880.00	\$45.00	\$ 36,900.00	\$42.00	\$ 34,440.00	\$40.20	\$ 32,964.00	\$45.00	\$ 36,900.00	\$70.00	\$ 57,400.00
SC-06	Tracking Pad	EA	3	\$1,018.00	\$ 3,054.00	\$1,200.00	\$ 3,600.00	\$1,800.00	\$ 5,400.00	\$1,800.00	\$ 5,400.00	\$1,212.00	\$ 3,636.00	\$1,000.00	\$ 3,000.00	\$1,000.00	\$ 3,000.00
SC-07	Erosion Bale Ditch Checks	EA	40	\$12.00	\$ 480.00	\$20.00	\$ 800.00	\$100.00	\$ 4,000.00	\$100.00	\$ 4,000.00	\$65.65	\$ 2,626.00	\$40.00	\$ 1,600.00	\$8.00	\$ 320.00
SC-08	Reconstruct Manhole	VF	26	\$250.00	\$ 6,500.00	\$200.00	\$ 5,200.00	\$550.00	\$ 14,300.00	\$475.00	\$ 12,350.00	\$707.00	\$ 18,382.00	\$900.00	\$ 23,400.00	\$650.00	\$ 16,900.00
BID TOTALS					\$ 2,059,620.30		\$ 2,144,881.94		\$ 2,303,228.50		\$ 2,321,705.00		\$ 2,491,514.03		\$ 2,992,123.00		\$ 3,015,580.00

Attachment: 2019 0523 CE_19-11 Bid Tab (8398 : Rec from BOPW approve Award of Contract 19-11 Garrity's Glen South Subdivision



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a premises description change for Green Room Theatre, LLC.

The applicant is requesting the change to include the outdoor patio on the premises facing Nicolet Square. The request is for the remainder of this licensing period, as well as for the 2019-2020 licensing period. Their renewal was already approved at the May 21, 2019 License Committee and Common Council meetings.

ATTACHMENTS:

- Green Room Theatre_6-18-19 (PDF)

PREMISES DESCRIPTION CHANGE

1.13.a

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 0-18-19 ending: 6-30-19
(mm/dd/yyyy) (mm/dd/yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number: <u>456-1028055060-02</u>	
FEIN Number <u>46-1332825</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

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

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Nehring</u>	<u>Chad</u>	<u>Lee</u>	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Green Room/Smoked to the Bone Business Phone Number 920-425-4338/920-606-4939

2. Address of Premises 365 Main Ave., Suite D&E Post Office & Zip Code DePere, WI 54115

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

Entire premises including bar/restuarant area, performance area, storage closets, common hallway and outdoor patio on southwest side of premises facing Nicolet Square.

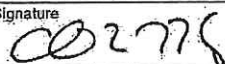
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Green Room Theatre, LLC DBA The Green Room

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 11/05/2012 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) Nehring, Chad L	Title/Member Member Owner	Date 05/30/2019
Signature 	Phone Number 920-606-4939	Email Address chad@thegreenroomonline.com

TO BE COMPLETED BY CLERK

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1, 2019 ending: June 30, 2020
(mm-dd-yyyy) (mm-dd-yyyy)To the Governing Body of the: ☐ Town of } DePere
☐ Village of }
☒ City of }County of Brown Aldermanic Dist. No. _____
(if required by ordinance)Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1028055060-02</u>	
FEIN Number <u>46-1332825</u>	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

Green Room Theatre, LLC

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

President / Member Last Name <u>Nehring</u>	(First) <u>Chad</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name The Green Room/Smoked to the Bone Business Phone Number 920-425-4338/920-606-49392. Address of Premises 365 Main Ave., Suite D&E Post Office & Zip Code DePere, WI 54115

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

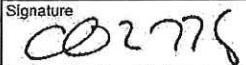
Entire premises including bar/restuarant area, performance area, storage closets, common hallway and outdoor patio on southwest side of premises facing Nicolet Square.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No(b) If yes, under what name was license issued? Green Room Theatre, LLC DBA The Green Room

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 11/05/2012 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

Contact Person's Name (Last, First, M.I.) Nehring, Chad L	Title/Member Member Owner	Date 05/30/2019
Signature 	Phone Number 920-606-4939	Email Address chad@thegreenroomonline.com

TO BE COMPLETED BY CLERK

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

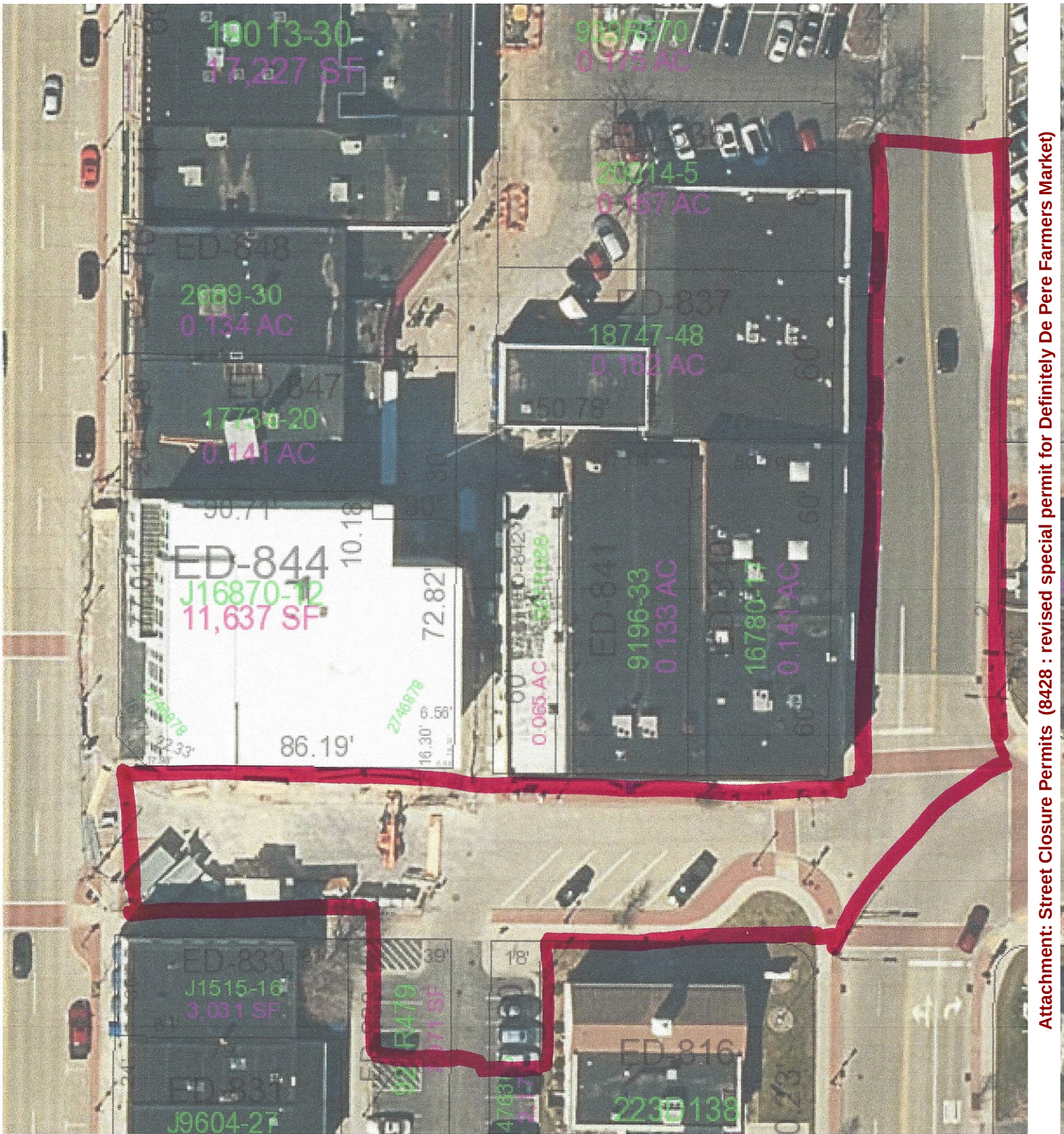
FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a revised Special Permit allowing consumption of alcohol beverages on public ways. Submitted by Definitely De Pere for the Farmers Market on Thursdays, June 20 - August 29 from 3:00 p.m. - 8:00 p.m.; and Thursdays, September 5 - September 26 from 3:00 p.m. - 7:00 p.m.

At the June 4, 2019 Common Council meeting, this request was unanimously approved for the area on George Street from Broadway to Wisconsin St. Definitely De Pere is now requesting approval for an expanded area as shown in the attached map.

ATTACHMENTS:

- Street Closure Permits (PDF)





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on renewal applications for the licensing period of July 1, 2019 to June 30, 2020.

ATTACHMENTS:

- License Renewals List_6-18-19 (PDF)

JUNE 18, 2019 LICENSE COMMITTEE MEETING

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Intoxicating Liquor Licenses, Class “B” Fermented Malt Beverage Licenses, “Class B” Intoxicating Liquor Licenses, and Reserve “Class B” Intoxicating Liquor Licenses for the licensing period of July 1, 2019 to June 30, 2020.

CLASS “A” BEER & “CLASS A” LIQUOR

- 1) Aldi, Inc – Wisconsin (DBA Aldi #53), 1100 Main Av. Submitted by Aldi, Inc – Wisconsin, Agent: Bradley Schmidt, De Pere WI.
- 2) Poppy Avenue Boutique LLC (DBA Poppy Avenue Boutique), 117 N Broadway. Submitted by Poppy Avenue Boutique LLC, Agent: Audra C. Balof, De Pere WI.
- 3) Ganesh Enterprise Inc (DBA Reid St Mobil), 401 Reid St. Submitted by Ganesh Enterprise Inc, Agent: Pradip Patel, De Pere WI.

CLASS “B” BEER & “CLASS B” LIQUOR

- 1) Keep Em Rollin LLC (DBA Island Sushi), 101 Ft Howard Av. Submitted by Keep Em Rollin LLC, Agent: Jayson Wertel, Green Bay WI.
- 2) Ogan Restaurant LLC (DBA Ogan Restaurant), to be determined. Submitted by Ogan Restaurant LLC, Agent: Ildeman R. Nielson, Green Bay WI.
- 3) Esales Inc (DBA Pasquales), 305 Main Av. Submitted by Esales Inc, Agent: Tye David Hartwell, De Pere WI.
- 4) Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra C. Balof, De Pere WI.
- 5) El Presidente Mexican Restaurant LLC (DBA El Presidente Mexican Bar & Grill), 500 Main Av Suite B. Submitted by El Presidente Mexican Restaurant LLC, Agent: Amber Apollonia Barajas, De Pere WI.

CLASS “B” BEER & RESERVE “CLASS B” LIQUOR

- 1) WJM Enterprise LLC (DBA Firehouse Bar & Grill), 338 Main Av. Submitted by WJM Enterprise LLC, Agent: Michael John Wilmet, Green Bay WI.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: A. Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor Licenses.

ATTACHMENTS:

- Class A Combo_6-18-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2019 ending: 06 30 2020

TO THE GOVERNING BODY of the: Town of Village of City of DE PERE

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

CHECK ONE Individual Partnership Limited Liability Company Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ALDI, INC (WISCONSIN)

Address of Corporation/Limited Liability Company (if different from licensed premises) 9342 S. 13TH ST. OAK CREEK, WI

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member CHARLES E. YOUNGSTROM

Vice President/Member N/A

Secretary/Member TERRY E. PFORTMILLER

Treasurer/Member TERRY E. PFORTMILLER

Agent BRADLEY SCHMIDT

Directors/Managers BRADLEY SCHMIDT

C. 1. Trade Name ALDI #53

Business Phone Number 920-336-3291

2. Address of Premises 1100 MAIN AVENUE

Post Office & Zip Code DE PERE 54115

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

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

5. Legal description (omit if street address is given above): GROCERY STORE

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

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

Signature of Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual

TO BE COMPLETED BY CLERK

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-19
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Balof, Audra, Clarice

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises) Poppy Avenue Boutique LLC

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Audra C. Balof</u>		
Vice President/Member	<u>Christian E. Bawer</u>		
Secretary/Member			
Treasurer/Member			
Agent	<u>Audra C. Balof</u>		
Directors/Managers			

- C. 1. Trade Name Poppy Avenue Boutique Business Phone Number 720-351-3559
2. Address of Premises 117 N Broadway De Pere, 54115 Post Office & Zip Code 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Retail space 1600 sqft + backroom
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Retail space 1600 sqft + backroom ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Just applied for licenses this year ☐ Yes ☒ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776] _____
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

A. Balof

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-30-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: JULY 1-19 ending: JUNE 30-2020
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☐ City of De PereCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

PATEL PRADIP A

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises)

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title

Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member

Vice President/Member

Secretary/Member

Treasurer/Member

Agent PRADIP PATEL

Directors/Managers

C. 1. Trade Name

Red St Mohr

Business Phone Number

920-337-9001

2. Address of Premises

401 Red St De Pere WI 54115

Post Office & Zip Code

WI 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Inside premises. Easrly 75' of bldg

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

[Signature]
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: B. Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor Licenses.

ATTACHMENTS:

- Class B Combo_6-18-19 (PDF)

Renewal Alcohol Beverage License Application

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

For the license period beginning: 07 01 2019 ending: 12/30/20
(mm dd yyyy) (mm dd yyyy)

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

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

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

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
wertel	jason	john	
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
BOONOLORS	AMANDA		
Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
hake	TRAVIS		

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
keep em rollin, llc	

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

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
wertel	jason	john	

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
wertel	jason	john	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information

- Trade Name island sushi Business Phone Number 920-632-6797
- Address of Premises 101 ft howard dr Post Office & Zip Code depere, 54115
- Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes ☒ No ☐
- Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

All liquor will be in our building. We will stock liquor in the basement liquor room.

All for sale liquor will be kept behind the bar.

1st 2nd & 3rd floors AND PATIO

Applicant's Wisconsin Seller's Permit Number <u>456-1028738619-02</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30</u>
TOTAL FEE	\$

Attachment: Class B Combo 6-18-19 (8426 : Class "B" Fermented Malt Beverage/"Class B" Intoxicating)

5. Legal description (omit if street address is given on previous page): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? **If yes, complete page 3** ☐ Yes ☒ No
- b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on page 3.** ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? **If yes, explain** ☒ Yes ☒ No
- Jason Wertel has always been an owner at 25%. He has recently bought out existing partner Chris McKeefry and Eric Jansen. Making him 80% owner.
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? **If not, explain** ☒ Yes ☐ No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? ☒ Yes ☐ No
[phone (608) 266-2776]
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No
12. Does the applicant owe municipal property taxes, assessments, or other fees? ☐ Yes ☒ No
(Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees).

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

Contact Person's Name (Last, First, M.I.) wertel, jason, j	Title / Member ceo/owner	Date 6-10-19
Signature 	Phone Number 920 471 9238	Email Address JAYSON@company.mab.com

TO BE COMPLETED BY CLERK

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

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 01.07.2019 ending: 01.07.2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
▶ ILDEMAN R NIELSON 3116 NICOLET DRIVE - GREEN BAY - WI 54311

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ OGAN Restaurant LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member ILDEMAN R. NIELSON

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent ▶ ILDEMAN R NIELSON

Directors/Managers _____

C. 1. Trade Name ▶ OGAN Restaurant Business Phone Number 920.632.6767

2. Address of Premises ▶ To be determined Post Office & Zip Code ▶ De Pere - WI 54815

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

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

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

Ildeман Nielson
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07-01-19 ending: 06-30-2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

CHECK ONE ☐ Individual ☐ Partnership ☐ Limited Liability Company
☒ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises) Esales inc 3983 Arden cheshire Ave

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name)

Home Address

Post Office & Zip Code

President/Member Tye David Hartwell

Vice President/Member

Secretary/Member

Treasurer/Member

Agent Tye David Hartwell

Directors/Managers

C. 1. Trade Name Pasquales

Business Phone Number 920 336-3330

2. Address of Premises 305 Main Ave De Pere

Post Office & Zip Code 54115

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

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

5. Legal description (omit if street address is given above):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Just purchased the restaurant ☐ Yes ☒ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

Tye David Hartwell CEO
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-28-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-19 ending: 6-30-20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Balof, Andra, Clarice

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Poppy Avenue Clean Beauty Bar

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Andra Clarice Balof

Vice President/Member Christian Elizabeth Brewer

Secretary/Member _____

Treasurer/Member _____

Agent Andra C. Balof

Directors/Managers _____

C. 1. Trade Name Poppy Avenue Clean Beauty Bar Business Phone Number (920) 585-4300

2. Address of Premises 115 N Broadway De Pere, WI 54115 Post Office & Zip Code 54115

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

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

5. Legal description (omit if street address is given above): Retail space of 1500sqft + backroom

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. We just opened Feb 2, 2019 ☐ Yes ☒ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

Applicant's WI Seller's Permit No.: <u>456-102969855202</u> FEIN Number: <u>81-2154388</u>	
LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	\$
☐ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☐ Class A liquor (cider only)	\$ N/A
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
☐ Class B (wine only) winery	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$

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

A. Balof
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-30-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-2019 ending: 6-30-2020
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Amber Apollonia Barajas Home Address _____ Post Office & Zip Code _____

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title _____ Name (Inc. Middle Name) _____ Home Address _____ Post Office & Zip Code _____

President/Member Amber Apollonia Barajas

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Amber Apollonia Barajas

Directors/Managers _____

C. 1. Trade Name

El Presidente Mexican Bar & Grill Business Phone Number 920 403 7933

2. Address of Premises 500 Main Ave Ste B De Pere, WI 54115 Post Office & Zip Code De Pere, WI 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) entire 1st floor back

5. Legal description (omit if street address is given above): corner of 1st & 2nd St, De Pere, WI

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

Amber Barajas
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-3-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: C. Class "B" Fermented Malt Beverage/"Class B" Reserve
Intoxicating Liquor License.

ATTACHMENTS:

- Class B Combo Reserve_6-18-19 (PDF)

Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07/01/19 ending: 06/30/20
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

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

CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Wilmet Michael John 2524 Bittersweet Ave 634554301

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company

Address of Corporation/Limited Liability Company (if different from licensed premises) WJM Enterprise LLC

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member Michael John Wilmet

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Michael John Wilmet

Directors/Managers _____

C. 1. Trade Name

FIREHOUSE BAR & Grill Business Phone Number 920 403 1480

2. Address of Premises 338 Main Ave De Pere WI 54115 Post Office & Zip Code 54115

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

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1 story with 4 Rooms

5. Legal description (omit if street address is given above): Include Basement.

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No

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

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

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

Michael J. Wilmet
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-29-19</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #19-16 Amending Section 150-23, Schedule G, Regarding Traffic Regulations.

The Board of Public Works at the June 10, 2019 meeting approved the City Engineer's Parking and Traffic recommendation to correct 3 Hour Parking sign on Wisconsin Street and associated ordinance and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord19-16 (DOCX)
- 2019-06-10 -CI-BOPW-PTTeam-Recommendations 1 (PDF)

ORDINANCE #19-16

AMENDING SECTION 150-23, SCHEDULE G,
REGARDING TRAFFIC REGULATIONS

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

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

ADDITION:

<i>Three-hour parking 9:00 a.m. - 6:00 p.m. Mon. - Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Wisconsin Street	W	60' N/O George Street	180' S/O James Street

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 6/11/2019

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

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



City Engineer Parking and Traffic Recommendations May 29, 2019 Meeting

Parking and Parking Lot Items:

1. Review parking sign and ordinance along Wisconsin Street. Sign states "3 Hour Parking, 9 AM – 6 PM, Friday, 9 AM – 9 PM, Except Sunday"
 - The above sign does not exist in our ordinance. This will need to be removed. Upon review of the ordinance, it was determined that the section on the west side of Wisconsin Street is not included in the 3-hour parking restriction.



Recommendation:

- Staff recommends eliminating this sign. The ordinance will be updated and new sign installed per the following:

Three-hour parking 9:00 a.m. – 6:00 p.m. Mon. – Sat.

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Wisconsin Street</i>	<i>W</i>	<i>60' N/O George Street</i>	<i>180' S/O James Street</i>



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-62 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. Sidewalk on the East Side of Lawrence Drive from Scheuring Road to Main Avenue.

The Board of Public Works at the June 10, 2019 meeting approved the preliminary resolution for special assessment for sidewalk on the east side of Lawrence Drive from Main Avenue to Scheuring Road and moved to sent it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-62 (DOCX)
- 2019 0610 CI_BOPW_Lawrence_Drive_Sidewalk (PDF)
- Lawrence Drive Sidewalk Public Comment Letter Summary 2107 (PDF)
- CI-BOPW-Lawrence_Sidewalk_ArterialWithSidewalks2017 (PDF)
- Report-Special_Assess_Schedule B -2019 Lawrence Sidewalk-Post Bid (PDF)
- Report-Special_Assess_Schedule C-2019 Lawrence Sidewalk-Post Bid (PDF)
- Report-Spec_Assess_Sch_D-2019 Lawrence Sidewalk-Post Bid (PDF)
- ASSESSMENT AREA (PDF)

RESOLUTION #19-62

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
SIDEWALK ON THE EAST SIDE OF LAWRENCE DRIVE FROM SCHEURING ROAD TO MAIN AVENUE
BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,
Wisconsin, as follows:

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Section 66.0703, Wis. Stats., for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sidewalk construction. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SIDEWALK – LAWRENCE DRIVE

East side of Lawrence Drive from Scheuring Road to Main Avenue

2. The total assessed against such districts shall not exceed the total cost of the improvements. The assessment for sidewalk includes the concrete, excavation, crushed aggregate base course and one foot of landscape restoration along the sidewalk. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on the linear foot of frontage of sidewalk constructed.

3. The assessments against any parcel shall be paid as follows:

- (a) No interest imputed if payment of assessment made in full within 30 days of invoice;
- (b) Payment shall be in ten (10) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only

Resolution #19-62
Page 2 of 2

such assessments that are attributable to part transferred shall become due and payable upon transfer.

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

- (a) Preliminary plans and specifications for said improvements;
- (b) An estimate of the entire cost of the proposed improvements;
- (c) A schedule of the proposed assessments;
- (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk's office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give a Class I notice of public hearing on such report as specified in Section 66.0703, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the City Clerk in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: ____

Nays: ____

Attachment: Reso19-62 (8392 : Reso #19-62 Preliminary Resolution for Sidewalk on east side of Lawrence Dr from Scheuring to Main)

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: June 10, 2019

RE: **Consider Preliminary Resolution for Special Assessment for Sidewalk on the East Side of Lawrence Drive from Main Avenue to Scheuring Road***

In 2017, the Board and Council approved the proposed timeline of construction of sidewalk on the east side of Lawrence Drive from Main Avenue to Scheuring Road in 2019. The budget passed by Council included funding for sidewalk and associated improvements through a combination of special assessments and City costs. Due to the observed bidding environment in 2019, the completion date for the construction of these sidewalks under the City's contract has been extended to as late as July 1, 2020. This was done to allow a larger construction window for contractors and property owners to schedule and complete the work, thus securing lower concrete prices.

The project approach for costs on the sidewalk is that all costs directly associated to the installation of the sidewalk will be included in the assessment. This includes standard quantities and costs that other residents in the City are charged when new sidewalk is installed such as the concrete sidewalk, the crushed aggregate base course for the sidewalk, and restoration of the lawn one to two feet on either side of the sidewalk. Other costs that are not standard when new sidewalk is installed and assessed on a street reconstruction project or new sidewalk in a new development are included in the costs to be funded by the City. These costs included asphalt and concrete driveway replacements due to grade, curb and gutter repairs, sidewalk ramps, lawn restoration beyond normal limits, yard drain installation, retaining walls, and right of way acquisition.

A map of the assessment boundary and parcels being assessed is included.

Background Information

In August of 2008, the Board of Public Works approved the installation of sidewalk on Lawrence Drive from Scheuring Road to the southern city limits. This sidewalk was subsequently constructed in 2015. In October of 2008, the Board of Public Works considered the installation of sidewalk on Lawrence Drive from Scheuring Road to Main Avenue, however the motion failed. Based on direction from the Board, sidewalk was re-evaluated at this location.

Staff has bid out the design of sidewalk along Lawrence Drive from Scheuring Road to Main Avenue to evaluate utility impacts and existing right of way. Currently there is sidewalk exiting

the roundabout north of Scheuring Road approximately 120 feet, and entering and exiting the roundabout at Grant Street approximately 70 feet to the south and 90 feet to the north. The proposed sidewalk design has sidewalk on the east side of Lawrence Drive from the roundabout at Scheuring Road to Main Avenue. The construction of sidewalk along Lawrence Drive has been broken into two portions: Main Avenue to Grant Street as Project 19-06A and Grant Street to Scheuring Road as Project 19-06B. Both of these projects will be brought forth to the Board of Public Works on June 10, 2019 for the Board's consideration of award.

In August of 2017, the Board of Public Works approved the installation of sidewalk on Lawrence Drive from Scheuring Road to Main Avenue. In November of 2017, a public information meeting was held to provide information to the property owners on the sidewalk. The proposed sidewalk installation was not taken to the Council for action.

The owners of properties included in the assessment have been notified several times about this project, as far back as 2017. Specific notifications over the last year include:

- October 16, 2017 – Letter Notification of Public Information Meeting and Survey Information
- November 7, 2017 – Public Information Meeting
- November 21 & 22, 2017 – Letter Notification of Board of Public Works Meeting
- December 11, 2017 – Board of Public Works Meeting
- December 13, 2017 – Letter Notification of Council Meeting
- December 19, 2017 – Common Council Meeting
- March 21, 2019 – Letter Notification for Project Update and Upcoming Meetings
- April 12 and/or 19, 2019 – Letter Notification of Project Update and Specific Property Impacts
- May 7, 2019 – Letter Notification of Sidewalk Installation Extension and 2020 Completion Date
- June 4, 2019 – Letter Notification of Board of Public Works Meeting

Survey of Property Owners

Staff held a Public Information Meeting with property owners and nearby residents on November 7, 2017. The City invited all the property owners and approximately 740 parcels in the area to gather input on the proposed sidewalk. A survey was attached to the invitation for those who could not attend. While the majority of property owners facing new construction of sidewalk are opposed to the project, the majority of property owners responding to the survey in the residential area east of Lawrence Drive are in favor of the sidewalk. A summary of results to the survey is as follows:

In Favor	Opposed	Neutral
53	21	2

A summary of responses has been included.

Facility Need

Lawrence Drive is an arterial street from Scheuring Road to Main Avenue. Streets identified as arterial are those with higher traffic volumes in the City. For high volume streets, it is important to provide facilities for pedestrians. A map has been included identifying the arterials in the City, along with those that have sidewalk (green) and those that do not (red). As can be seen on the map, the majority of streets that have been urbanized (curb and gutter versus ditches), have sidewalk. Additionally, Lawrence Drive is posted with a 35 mph speed limit. The higher speed limit presents additional challenges for use by pedestrians.

Connectivity

The City has been a proponent of sidewalk and pedestrian friendly facilities. One important component to sidewalk is connectivity. The proposed sidewalk along Lawrence Drive will provide future connectivity between the residential areas along Grant Street and to the east of Lawrence Drive to the businesses on Lawrence Drive.

Municipal Code

In addition to the items discussed above, the City Municipal Code addresses the installation of sidewalk in the City. Sec. 22-5. *Construction and repair of streets and sidewalks*, of the Code states the following:

(d) Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.

Sidewalk along Lawrence Drive conforms to the requirements in the Code in that it provides pedestrian facilities on an arterial street, which would be considered a connector street; provides future connections between residential and commercial areas; and improves pedestrian and vehicular safety.

Recommendation

Staff recommends that the Board adopt the preliminary resolution to the Common Council to schedule a public hearing. All properties should be included in the assessment schedule. Engineering staff will update Property owners' of the new sidewalk construction deadline once the contractors schedule is provided to staff. Those who choose to construct their own sidewalk will be removed from the assessment schedule.

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Terri Fote	1500 Scheuring Rd	1			"I hope it goes through"
Mike Campbell	730 S. 9th St	1			
Susan M Mullins	324 S 9th St	1			
Tina Pickard	850 Morning Glory Lane # 102	1			There are people in scooters & wheelchairs that can't go on the street, because people drive fast and can't see what's in front of them.
Mark Challe	1300 Meadowview	1			A sidewalk would make Lawrence Drive much safer.
Claire D. Pribyl	1282 Crown Ct. #4	1			Yes, please, please, please!! This proposed sidewalk would be a godsend to me and most surrounding neighbors in many many blocks around. We walking shoppers, headed to the Walmart, Menards, etc. stores find it very difficult to avoid traffic along Lawrence Dr. A sidewalk would certainly better allow more of us to conveniently shop in that area, bringing more customers to the stores.
Netanyah Kirschenberg	850 Morning Glory Ln, #112	1			The more sidewalks, the merrier. They are safer for people to walk places than being forced to walk on an unlevel gravel surface. Sidewalks also create more accessibility to people in wheelchairs. This in turn can help everyone achieve greater independence from relying on motor vehicles to get them places. They could potentially walk or ride a mobility scooter on said sidewalks.
Greg Pieters	1288 Crown Ct, Apt. #1	1			Very, very good idea. Much safer for pedestrians.
Terri Champeau	850 Morning Glory Ln, Apt. #228	1			I think a sidewalk would be a good thing. If there is a sidewalk I will use it.
James DeRuyter	850 Morning Glory Ln, Unit 145	1			I see people walking along Lawrence Dr. It would be a help for people to go to Menards, Walmart or other stores.
Suzette Bertrand	850 Morning Glory Ln, Apt. 130	1			
J Kapp	414 Moon Glow dr	1			
James & Stephanie Fetterhoff	1380 Scheuring Rd, D25	1			My husband and I think a sidewalk there is a great idea. Pedestrians need a safe place to walk that isn't in the road or the grass.
Dave Kubiak- Poolworks	765 Lawrence Dr	1			I see lots of people walking on the road. Very dangerous!! Lawrence Drive needs a sidewalk!!
Colleen Wielgus	1295 Crown Ct	1			

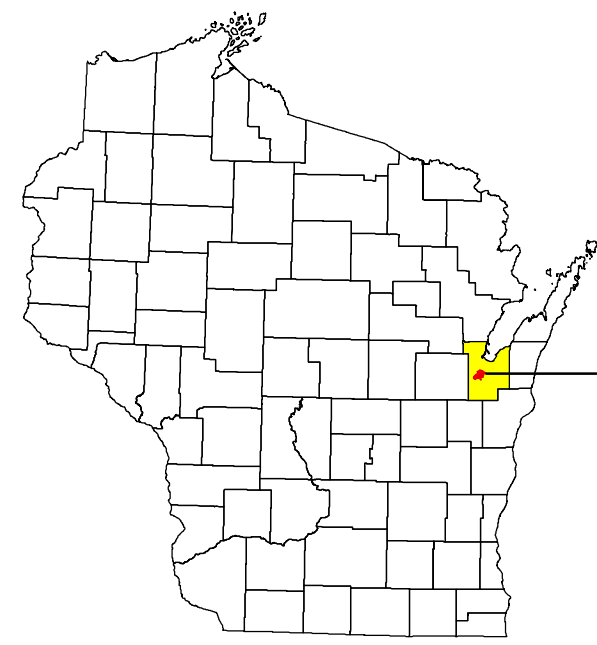
NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Travis Maurer	628 S Ninth St	1			This is a great idea over years the City has developed more population in areas that did not exist and I personally walk this road to Wal-Mart. It's dangerous, people drive fast. And this would be a proper addition to Lawrence Drive
Ashley Clarke	1298 Crown Ct., Apt 1	1			
Sharon Zupke	416 S. 9th St		1		Not necessary, very few people walking in this area. Wish you'd ask for comments before replacing sidewalk parts on S. 9th St. this summer. Two out of four sections in front of my duplex were replace for NO REASON, while a cracked section that allows water & ice to accumulate wasn't touched. Also the contractor's work was sloppy & they planted weeds instead of grass seed at the end. I talked/complained to a summer intern in my yard & called the City, but received no response. This was a waste of time and money.
Roman Svetlechni	840 Park St	1			I have walked this stretch of road. I think it's quite dangerous for walking. Sidewalk is a great idea!
Joan Zuehls	840 Park St			1	What do you mean proximity to the project? I live on corner of Park and Ninth St. It may help people who ride bikes or walk their dogs. I travel on the buses a lot. Will the taxes go up for the people living in that area?
Jim Motley	1249 Franco Ct	1			Sound like a great addition to a great City!
Daniel Bruski	850 Morning Glory Ln #114		1		We have other infrastructure needs that top our priority list. Resurfacing Main Street should be a priority, not a new sidewalk. Existing projects deserve attention, and would be a much better use of De Pere's taxpayer money. Resurfacing Main Street is just ONE of several existing projects in need of work. De Pere First. Let's Do Right. (Possible candidate for Mayor)
Cindy Fermanich	1280 Crown Ct, #2	1			A (cement?) sidewalk will make it easier for me to walk to Walmart or any other stores in the area and or ride my bike. However, is asphalt a softer surface? (easier on the feet and legs)
Lisa Jansen	1276 S 9th St	1			

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Gail & James Champagne	1350 S Carrington Ln			1	I am just concerned because that part of Lawrence Dr is a high traffic area, then add pedestrians. Little worried about all the traffic.
Jim Strompolis	1259 N Franco Ct	1			Because these areas are a large part businesses, it would promote safety & convenience to walkers. After a conversation that my husband had 9w/Chase) we feel OK about it due to no spike in property taxes. Construction areas (until finished) are harder to navigate for traffic though.
Tanya Meyer	1324 Meadow View Ln	1			Looking forward to a safe walkway to local stores. Thank you!!
Don Sliwka	510 Acreview (owns 808/810 S 9th)		1		I'm only opposed to the sidewalk because I think the City could find a better use for the expense. Who benefits from the sidewalks? There are no residences on the route. There are no business that bring in pedestrians. If a resident of 9th St wants to use it for a walk the lack of cross streets make it an extremely long walk. They won't use it. Encouraging pedestrian traffic at the Grant St roundabout may not be a great idea. The only user could be employees of some of the businesses on the route for a noon walk. Even if grant money is paying for the sidewalk project, that's a pretty limited usage.
Country Visions Coop	1221 Grant and Lawrence Dr		1		See attached comment
Deb Johnson	1351 S Carrington Ln	1			Completely in favor of a much more accessible community.
William Keyser	627 S Ninth St 600-602 S Ninth	2			Great, but how about fixing the bumpy stretch from Lawrence round about to American Blvd? Detouring traffic to repair that section would be easy or could you at least bring in a roadtec machine to shave that section FLAT!!!!It would be nice to have a sidewalk so when I go for a walk I can go Ninth St to Scheuring to Lawrence to Grant and back to 9th St. But I would you rather use the cement to finish Scheuring Rd from Lawrence Dr to American Blvd. There is no reason you can't detour 2 lanes of traffic - American Blvd to Fortune Dr to Lawrence OR could you run a roadtech machine and shave off the high spots. (Try driving a big truck down that bump road)!!! (2 properties)
Michael Picard	850 Morning Glory Ln, Apt. 131	1			

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Theresa Fuerst	1335 N Carrington Ln	1			Although I doubt I will use it, it will be a safe place for walkers, people to ride their bikes to the stores or on their way to school (teens, kids) I think the Town of Lawrence could pitch in as their taxes are much lower and they would benefit as well. It would help those in the apartments have a safe place to wak in case they have no car.
Lauren March & Anthony Flood	550 S 9th St	1			
Lamers A&K Properties LLP	430 S 9th 422 S 9th WD-D0206-2		3		3 properties
Mike Uttech	1374 S Carrington Cl	1			
Linda Van Vonderen	1357 S 9th St		1		
Matt Gauthier	1116 S 9th St	1			I have gone for runs around the block here which includes exactly where you want to put the sidewalk and I would feel significantly more safe being able to use the sidewalk to run instead of the side of the busy Lawrence Drive!
Mike DeCleene DeCleene Truck Refrigeration & Trailer Sales	625 Lawrence Drive		1		1) We are a business district, not residential.2) Lawrence Dr. could be striped for pedestrian and bike traffic - it is wide enough. 3) Who will be responsible for the construction, maintenance & upkeep 4) Route pedestrian traffic to Ninth St. 5) If a sidewalk must go in, do it on the west side of Lawrence Drive.
Matt Hettman	570 S. Ninth St.	1			I believe this would be a good idea, there is a lot of increased foot traffic around the area.
Susan Brockelsby	850 Monring Glory Ln.	1			To Mayor Walsh: Now if we could get a No Parking on one side of the street on Park Street!! During the winter months theres are too many postall workers parking on Ningth by the apartments making it difficult to see traffic when exiting the parking lots! Thank you!
Ken and Geri Dvorak	1280 Crown Ct.	1			We feel this is a great improvement!
Alberta Gerrits	850 Morning Glory Ln	1			
Dairyland Labs	1111 Lawrence Dr.	1			
Susan Mashl	1170 S. 9th St	1			

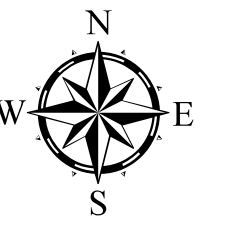
NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Aaron Hoff - Transport Refrigerations	301 Lawrence Dr		1		Extra burden & responsibility to businesses makes this unfavorable: snow removal, liability for slips & falls, tax bill for installation. Recommendation: install sidewalk on west side of Lawrence Dr. or no sidewalk.
Anonymous			1		I see no advantages, just more traffic accidents for drivers trying to access businesses.
Roger E Hock	850 Morning Glory Ln	1			It's about time.
Cummins	875 Lawrence Dr	1			Would be wise not having people walk in the road.
Diane Hockers	429 S Ninth St 421 s Ninth St	2			I am in favor of putting in a sidewalk on the east side of Lawrence Drive. A number of people, myself included, occasionally walk to Menards or Wal-Mart and it's difficult with all of the traffic.
David Schlemmer	783 S 9th St		1		Cost and upkeep far outweighs the need for more sidewalks
Sharon L McNeiley	1380 Scheuring Rd, #C17	1			Would like to see bike lanes also! Marked! Do it right one time!
Todd Thomas-Creative Business Signs	505 Lawrence Dr		1		We have many large trucks/semis entering the property every day. I am concerned for safety of people walking. A better option would be to put it on the highway side of the street-west side.
Bob Krzewina	1197 Grant St	1			
Mark Hillert	402 Apollo Way		1		If anything is done to this route, I think the City should STRONGLY consider the installation of a COMBINATION BIKE/PEDESTRIAN PATHWAY instead of a sidewalk. Safer for bing as well as walking. Thanks!
Tanner Hachl	509 S Ninth St	1			We live on the corner of Grant and 9th with a few dogs we walk often. We'd love to be able to walk to doggy day care or Next Level Fitness and feel safe while doing so.
Linda Fischer	1403 S. Ninth St		1		I travel that street daily and hardly ever see a pedestrian. I don't see any reason to install sidewalks in that area.
Michelle Tennant			1		Our taxes are high enough
Glen Reit- owner Dairyland Lab Property	N27516 St Rd 93		1		No sidewalk is needed and adds cost
Aurio LLC	841 Highview Ln	1			
Diane Kremar	401 Aloysius Ct	1			
Alouis & Virginia Arendt	N94595 Cty Rd U		1		

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Stacy Rose	1251 Crown Ct				
K. Norman	1375 Carrinton Ln	1			If minimal to zero increase in tax. Concerned cost placed into resident tax for this addition.
Anonymous		1			
Ray Hoffman	414-416 S. Ninth WD-D0218-2	2			Owns 2 properties
Dan Shoemaker JX Enterprises	201 Lawrence Dr		1		This stretch is all industrial. We do not see a need for a sidewalk and a continued disruption to all the local businesses. Over the last 10 years, Lawrence Dr. has been consistently re-worked, continuing with the 2018 round-about project. Thanks!
Bob Hecker	904 Green Ridge		1		Don't think it is necessary! As a builder/remodeler, I make almost daily trips to Menard's and also frequent trips to WalMart at other times and don't see that many people walking there. In addition, being a Festival customer, nor do I see people walking along that stretch of Lawrence Dr. I think it will be an added expense to those businesses to install and maintain (snow removal) with NO benefit to them.
Sally and Scott Kazik	435 S 9th St	1			
Kate Willett	1305 Franco Ct	1			
Paul Anderson	1225 Westwood Dr		1		Please put the labor and expense for constructing the sidewalk towards repairing roads, i.e. Main Street, Grant St.
Felchlin Family	403 Moonglow Drive	1			Thanks for the opportunity to provide input. We're always in favor of making our neighborhood more walkable!
TOTALS		53	21	2	
NOTE: Multiple votes indicate that the business or individual owns more than one property/parcel in the survey targeted area.					



Sidewalks Along Arterial Roads

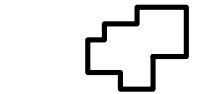
City of De Pere, Wisconsin



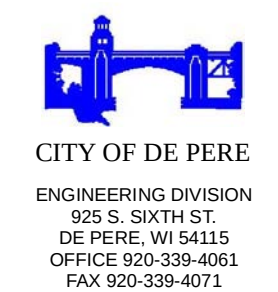
PROPOSED 2019 SIDEWALK PROJECT



Legend

-  Arterial Roads with Sidewalks
-  Arterial Roads
-  City of De Pere Boundary

0 0.25 0.5 1 Miles



TITLE:	Transportation Classification
PROJECT:	Sidewalk Exhibit
DATE:	8/3/2017
BY:	BB
CHECKED:	

SCHEDULE B
PROJECT 19-06A&B LAWRENCE DRIVE SIDEWALK
MAIN AVENUE TO SCHEURING ROAD
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
June 3, 2019

SIDEWALK CONSTRUCTION - 4" CONCRETE

No.	Item	Cost	Unit	Cost Per SF	Cost per LF (5' Width)
	4-Inch Concrete	\$52.50	/SY	\$5.83	\$29.17
	Excavation	\$27.85	/CY	\$0.69	\$4.15
	Base Course	\$28.85	/TON	\$0.71	\$4.23
	Erosion Mat, Seed & Mulch	\$9.22	/SY	\$1.02	\$2.05
Sub-Total					\$39.59
Technical, Legal, and Administration					\$7.92
Total Estimated Cost Per Foot - Assessable					\$47.51

SIDEWALK CONSTRUCTION - 9" CONCRETE AT DRIVEWAYS

No.	Item	Cost	Unit	Cost Per SF	Cost per LF (5' Width)
	9-Inch Concrete	\$82.85	/SY	\$9.21	\$46.03
	Excavation	\$27.85	/CY	\$1.29	\$7.74
	Base Course	\$28.85	/TON	\$1.07	\$6.41
	Erosion Mat, Seed & Mulch	\$9.22	/SY	\$1.02	\$2.05
Sub-Total					\$62.22
Technical, Legal, and Administration					\$12.44
Total Estimated Cost Per Foot - Assessable					\$74.67

**SCHEDULE C
LAWRENCE DRIVE SIDEWALK AND DRIVEWAY APRONS
COUNTY CLARE ROAD TO SCHEURING ROAD
PROPOSED ASSESSMENT RATES
June 3, 2019**

FRONT FOOT CALCULATION

Improvement	Total Cost
4" Concrete Sidewalk	\$47.51
9" Concrete Sidewalk	\$74.67

PROBABLE PROJECT FINANCING FOR ASSESSABLE SIDEWALK

Description	Cost/ LF
4" Concrete Sidewalk	\$47.51
9" Concrete Sidewalk	\$74.67

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT - NEW SIDEWALK
 LOCATION - LAWRENCE DRIVE FROM MAIN AVENUE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

					4-INCH CONCRETE SIDEWALK		9-INCH CONCRETE SIDEWALK		
					\$47.51 PER FRONT FOOT		\$74.67 PER FRONT FOOT		
<u>PROPERTY OWNER</u>	<u>PROPERTY ADDRESS PARCEL NUMBER</u>	<u>LOT FRONTAGE (LF)</u>	<u>ASSESSABLE FRONTAGE (LF)</u>	<u>EXISTING SIDEWALK (LF)</u>	<u>SIDEWALK ASSESSMENT 4-INCH</u>		<u>SIDEWALK ASSESSMENT 9-INCH</u>		<u>TOTAL ASSESSMEN</u>
					<u>UNIT</u>	<u>COST</u>	<u>UNIT</u>	<u>COST</u>	
T & S Land Development LLC PO Box 1040 Edmond, OK 73083-1040	975-1049 Main Avenue WD-D0200-2	614.84	178.03	81.40	86.63	\$4,115.79	10.00	\$746.70	\$4,862.49
Jorgensen Investments 1320 Walnut Ridge Drive 100 Hartland, WI 53029	201 Lawrence Drive WD-D0204-1	511.47	511.47	192.40	299.07	\$14,208.82	20.00	\$1,493.40	\$15,702.22
Tri-DP LLC 3964 Packerland Drive De Pere, WI 54115	301 Lawrence Drive WD-D0204-4	208.22	208.22	72.50	130.72	\$6,210.51	5.00	\$373.35	\$6,583.86
Lamers A & K Properties LLP 2407 South Point Road Green Bay, WI 54313-5433	Lawrence Drive WD-D0206-2	319.44	319.44	28.60	290.84	\$13,817.81	0.00	\$0.00	\$13,817.81
Jass Realty Company LLC 707 Skokie Boulevard #405 Northbrook, IL 60062	421 Lawrence Drive WD-D0209-1	648.80	648.80	22.10	626.70	\$29,774.52	0.00	\$0.00	\$29,774.52
Jass Realty Company LLC 707 Skokie Boulevard #405 Northbrook, IL 60062	Renkens Court WD-D0209	223.78	223.78	20.70	203.08	\$9,648.33	0.00	\$0.00	\$9,648.33
Stanley & Krist Atanosoff 303 Seldon Road Iron River, MI 49935	1216 Renkens Court WD-D0210	200.00	200.00	0.00	160.00	\$7,601.60	40.00	\$2,986.80	\$10,588.40

Attachment: Report-Spec_Assess_Sch_D-2019 Lawrence Sidewalk-Post Bid (8392 : Reso #19-62

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
TYPE OF IMPROVEMENT - NEW SIDEWALK
LOCATION - LAWRENCE DRIVE FROM MAIN AVENUE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK					4-INCH CONCRETE SIDEWALK		9-INCH CONCRETE SIDEWALK		
					\$47.51 PER FRONT FOOT		\$74.67 PER FRONT FOOT		
PROPERTY OWNER	PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE (LF)	ASSESSABLE FRONTAGE (LF)	EXISTING SIDEWALK (LF)	SIDEWALK ASSESSMENT 4-INCH UNIT COST		SIDEWALK ASSESSMENT 9-INCH UNIT COST		TOTAL ASSESSMEN
Stanley & Krist Atanosoff 303 Seldon Road Iron River, MI 49935	1218 Grant Street WD-D0208	250.80	250.80	185.30	65.50	\$3,111.91	0.00	\$0.00	\$3,111.91
Country Visions Cooperative 709 Mill Street Reedsville, WI 54230-9386	1221 Grant Street WD-D0217-1	240.00	240.00	157.10	82.90	\$3,938.58	0.00	\$0.00	\$3,938.58
Creative Business Rentals LLC 505 Lawrence Drive De Pere, WI 54115-3906	505 Lawrence Drive WD-D0217-2	307.04	307.04	45.50	261.54	\$12,425.77	0.00	\$0.00	\$12,425.77
Double D Investment Real Estate LLC 625 Lawrence Drive De Pere, WI 54115-3908	625 Lawrence Drive WD-D0216-6	256.79	256.79	63.40	193.39	\$9,187.96	0.00	\$0.00	\$9,187.96
Midstates Tire & Tool Inc. PO Box 1630 Green Bay, WI 54305-1630	699 Lawrence Drive WD-D0216-7	161.46	161.46	50.00	111.46	\$5,295.46	0.00	\$0.00	\$5,295.46
D C Kubiak Holdings LLC 765 Lawrence Drive De Pere, WI 54115-3909	765 Lawrence Drive WD-D0216-4	288.50	288.50	66.80	221.70	\$10,532.97	0.00	\$0.00	\$10,532.97
Cummins NPower LLC 1600 Buerkle Road White Bear Lake, MN 55110-5217	875 Lawrence Drive WD-D0216-3	609.91	609.91	95.60	514.31	\$24,434.87	0.00	\$0.00	\$24,434.87

Attachment: Report-Spec_Assess_Sch_D-2019 Lawrence Sidewalk-Post Bid (8392 : Reso #19-62

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT - NEW SIDEWALK
 LOCATION - LAWRENCE DRIVE FROM MAIN AVENUE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

					4-INCH CONCRETE SIDEWALK		9-INCH CONCRETE SIDEWALK		
					\$47.51 PER FRONT FOOT		\$74.67 PER FRONT FOOT		
PROPERTY OWNER	PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE (LF)	ASSESSABLE FRONTAGE (LF)	EXISTING SIDEWALK (LF)	SIDEWALK ASSESSMENT 4-INCH		SIDEWALK ASSESSMENT 9-INCH		TOTAL ASSESSMEN
					UNIT	COST	UNIT	COST	
Dakota Upreit LP 3003 32nd Avenue S STE 250 Fargo, ND 58103	939 Lawrence Drive WD-D0216-2	350.00	350.00	129.70	220.30	\$10,466.45	0.00	\$0.00	\$10,466.45
Brooks Equipment Leasing Inc. PO Box 9 Sun Prairie, WI 53590-0009	1031 Lawrence Drive WD-D0216-1	677.80	677.80	197.00	480.80	\$22,842.81	0.00	\$0.00	\$22,842.81
Dairyland Lab Properties LLC 27516 STH 93 Arcadia, WI 54612	Lawrence Drive WD-D0010	133.79	133.79	22.40	111.39	\$5,292.14	0.00	\$0.00	\$5,292.14
Bright Horizon Properties LLC 500 American Drive Francis Creek, WI 54214	1205 Lawrence Drive WD-D0013	344.30	344.30	58.20	286.10	\$13,592.61	0.00	\$0.00	\$13,592.61
Avrio LLC 841 Highview Lane Kimberly, WI 54136	1225 Lawrence Drive WD-D0014	375.01	375.01	61.00	314.01	\$14,918.62	0.00	\$0.00	\$14,918.62
Menard Inc. Corporate Accounting 4777 Menard Drive #3123 Eau Claire, WI 54703-9604	1313 Lawrence Drive WD-D0011	63.29	25.19	0.00	25.19	\$1,196.78	0.00	\$0.00	\$1,196.78
HAI Lawrence LLC 1620 S Ashland Avenue Green Bay, WI 54304	1301 Lawrence Drive WD-D0011-3	155.42	155.42	0.00	155.42	\$7,384.00	0.00	\$0.00	\$7,384.00

Attachment: Report-Spec_Assess_Sch_D-2019 Lawrence Sidewalk-Post Bid (8392 : Reso #19-62

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT - NEW SIDEWALK

LOCATION - LAWRENCE DRIVE FROM MAIN AVENUE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK					4-INCH CONCRETE SIDEWALK		9-INCH CONCRETE SIDEWALK			
					\$47.51 PER FRONT FOOT		\$74.67 PER FRONT FOOT			
PROPERTY OWNER		PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE (LF)	ASSESSABLE FRONTAGE (LF)	EXISTING SIDEWALK (LF)	SIDEWALK ASSESSMENT 4-INCH UNIT COST		SIDEWALK ASSESSMENT 9-INCH UNIT COST		TOTAL ASSESSMENT
Lawrence Drive Owners Association Inc. 5401 Menard Drive Eau Claire, WI 54703		1400 Block Lawrence Drive WD-D0011-2	655.47	631.27	0.00	621.27	\$29,516.54	10.00	\$746.70	\$30,263.24
Walmart Real Estate Property Tax Dept. #0555 1301 SE 10th Street Bentonville, AR 72712-7998		1415 Lawrence Drive WD-D0011-1	362.01	315.11	0.00	300.11	\$14,258.23	15.00	\$1,120.05	\$15,378.28
Blue Oval LLC 3450 Oak Hill Road Junction City, WI 54443		1499 Lawrence Drive WD-D0011-4	325.20	325.20	0.00	305.20	\$14,500.05	20.00	\$1,493.40	\$15,993.45
GCS Holdings of De Pere LLC PO Box 5606 De Pere, WI 54115-5606		1511 Lawrence Drive WD-D0020-5	357.99	332.99	0.00	312.99	\$14,870.15	20.00	\$1,493.40	\$16,363.55
Midwest Expansion De Pere LLC 2300 Lineville Road #200 Green Bay, WI 54313-8859		1601 Lawrence Drive WD-D0020	754.12	552.36	0.00	552.36	\$26,242.62	0.00	\$0.00	\$26,242.62
		TOTAL	9,395.45	8,622.68	1,549.70	6,932.98	\$329,385.88	140.00	\$10,453.80	\$339,839.68

Attachment: Report-Spec_Assess_Sch_D-2019 Lawrence Sidewalk-Post Bid (8392 : Reso #19-62

LAWRENCE DRIVE SIDEWALK ASSESSMENT AREA



1 inch = 1,000 feet



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Lawrence Drive
Sidewalk

Project:
19-06

June 2019
BY: JML

Packet Pg. 91



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #19-63 Authorizing Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (Garrity's Glen South Subdivision).

ATTACHMENTS:

- Reso19-63 (DOCX)
- Infrastructure and TID Agreement - TLKM Dev LLC 6-10-19 (PDF)
- Exhibit A-TLKM(Garrity's Glen South) (PDF)
- Exhibit B-TLKM(Garrity's Glen South) (PDF)
- Exhibit C-TLKM (Garrity's Glen South) (PDF)

RESOLUTION #19-63

AUTHORIZING AGREEMENT REGARDING PAYMENT FOR
PUBLIC PROPERTY ACQUISITION AND PROVIDING FOR SPECIAL
ASSESSMENTS FOR PUBLIC IMPROVEMENTS
(TLKM Developers, LLC)

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 12 (TID #12), a mixed-use TID, to fund infrastructure and other improvements on the City's southwest side; and

WHEREAS, TLKM Developers, LLC ("Developer") owns property within the boundaries of TID #12 which Developer wishes to develop into a mixed density residential subdivision; and

WHEREAS, Developer's intended mixed density residential development is consistent with the Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, Developer's ability to develop said property into a mixed density residential development is contingent upon the City's commitment to reimburse Developer significant costs associated with the purchase of property that will be dedicated to the public for street rights-of-way and storm water drainage facilities; and

WHEREAS, City desires to provide reimbursement for the property dedicated to the public due to the benefits such infrastructure provides to the public and in order to promote this development; and

WHEREAS, City intends to acquire additional right-of-way not acquired by Developer to provide sufficient width to Garroman Drive to improve ingress to and egress from the completed development; and

Resolution #19-63

Page 2 of 3

WHEREAS, Developer has requested under §13-7 De Pere Municipal Code that City construct the public improvements consisting of public street, water, sanitary sewer, storm water sewer and drainage, curb and gutter and incidental or accessory improvements necessary to serve the mixed density residential development and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, §13-7 De Pere Municipal Code, gives the Common Council discretion to authorize construction of public improvements to be paid for by special assessment and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness of lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests, and in the public interests of the City of De Pere, to approve city financing of construction of the public improvements upon the terms and conditions provided herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor and City Clerk are authorized and directed to enter into the Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements as is attached hereto as Exhibit 1.

Resolution #19-63

Page 3 of 3

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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

DOCUMENT NO.

**AGREEMENT REGARDING PAYMENT FOR PUBLIC
PROPERTY ACQUISITION AND PROVIDING FOR
SPECIAL ASSESSMENTS FOR PUBLIC
IMPROVEMENTS**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the **City of De Pere**, a Wisconsin municipal corporation (“City”), **TLKM Development, LLC**, a Wisconsin Limited Liability Company (“Developer”), and Patricia A. Kaster, and Timothy J. Halbrook, Dennis P. Layden and Deborah L. Meacham, principal members of, **TLKM Development, LLC**.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

Part of WD-L482, WD-L483 and
WD-L484

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 12 (TID #12), a mixed-use TID, to fund infrastructure and other improvements on the City’s southwest side; and

WHEREAS, Developer owns property located within the boundaries of TID #12, and legally described as: *[insert plat information]*

which Developer wishes to develop into a mixed density residential subdivision; and

WHEREAS, Developer’s intended mixed density residential development is consistent with the Project Plan for TID #12 and will be beneficial to the City; and

WHEREAS, Developer’s ability to develop said property into a mixed density residential development is contingent upon the City’s commitment to reimburse Developer with significant costs associated with the purchase of property that will be dedicated to the public for street rights of way and storm water drainage facilities; and

Attachment: Infrastructure and TID Agreement - TLKM Dev LLC 6-10-19 (8379 : Reso #19-63 Authorizing Agreement Regarding Payment for

WHEREAS, City desires to provide reimbursement for the property dedicated to the public due to the benefits such infrastructure provides to the public and in order to promote this development; and

WHEREAS, City intends to acquire additional right-of-way not acquired by Developer to provide sufficient width to Garroman Drive to improve ingress to and egress from the completed Development; and

WHEREAS, Developer has requested under §13-7 De Pere Municipal Code that City construct the public improvements consisting of public street, water, sanitary sewer, storm water sewer and drainage, curb and gutter and incidental or accessory improvements necessary to serve the mixed density residential development and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, §13-7 De Pere Municipal Code, gives the Common Council discretion to authorize construction of public improvements to be paid for by special assessment and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate and shortage of available residential housing stock has fostered a market for those who seek to purchase mid-priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests, and in the public interests of the City of De Pere, to approve city financing of construction of the public improvements upon the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based upon the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

I. CITY RESPONSIBLE FOR ASSEMBLY COST OF EAST-WEST CONNECTOR RIGHT-OF-WAY AND REGIONAL STORM WATER DRAINAGE

A. Developer Assembled Property.

1. City shall reimburse Developer costs it incurs to acquire the real property to be dedicated to the City for Garroman Drive right-of-way and storm water drainage purposes upon recording of the subdivision plat. Said reimbursement, calculated using \$26,000.00 per acre multiplied by the total acreage of:
 - (a) 1.55 acres for Developer acquired Garroman right-of-way; and
 - (b) 3.85 acres for storm water drainage (Outlots 1 and 3 of Plat)
 totaling \$140,000.00 (5.40 acres x \$26,000/acre).
2. City will make reimbursement to Developer after all of the following occur:
 - (a) recording of the plat with the Brown County Register of Deeds;
 - (b) the recording of Quit Claim Deed or Deeds conveying Outlots 1 and 3 of the recorded plat to the City; and

TLKM Development, LLC
 Agreement for Public Property Acquisition and
 Special Assessment for Public Improvements
 Page 3 of 10

(c) verification of documentation confirming the purchase price and closing on the property acquisition.

- B. City Assembled Property. City shall seek to acquire the necessary right-of-way from the owner of Parcel WD-L482-1 as shown on Exhibit A so that the width of that portion of Garroman right-of-way shall total 70' when combined with the right-of-way dedicated by Developer. The costs attributable to public improvements serving this segment of Garroman right-of-way are not Developer's responsibility under this Agreement.

II. INSTALLATION OF PUBLIC IMPROVEMENTS AND CONSENT TO SPECIAL ASSESSMENTS THEREFORE

A. City Construction of Public Improvements.

1. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the Public Improvements specifically provided for in this Agreement and Developer freely and voluntarily waives any right it may have under state or local laws to notice of construction of said public improvements affecting the property legally described in the Agreement (the "Benefitted Properties"). Public improvements means the improvements as described in the Agreement.
2. After receipt of the recorded plat, City's Engineering Department shall, in accordance with the public bid requirements of Wis. Stats. §62.15 obtain competitive bids for the construction of the Public Improvements. The plans

and specifications for such improvements shall be provided by City to Developer for comment prior to commencing the competitive bid process.

3. "Phase I Improvements" mean city utilities (water, sanitary sewer and stormwater management), street excavation, crushed aggregate base course material, concrete curb and gutter, asphaltic pavement (binder) and street lights installed and owned by Wisconsin Public Service Corporation (or subsidiary/affiliate thereof). "Phase I Improvements" are expected to be constructed in 2019/2020. "Phase II Improvements" mean asphaltic concrete pavement (surface), which is expected to be constructed in 2020. Collectively, Phase I and Phase II improvements constitute the "Public Improvements."
4. Payment for the Public Improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of the Public Improvements are:

Phase I Improvements: \$2,227,880.28

Phase II Improvements: \$130,485.25

as more specifically set forth in Exhibit B, attached and incorporated by reference. The parties understand and acknowledge that the actual total cost of the Public Improvements may be more or less than such estimate and that this Agreement allows for the assessment of the actual total costs of the Public Improvements, including engineering, legal and administrative fees, upon the Benefited Properties.

B. Payment for Public Improvements by Special Assessment.

1. The two multi-family lots (identified as lots 79 and 80 on the preliminary plat) are not subject to any special assessments hereunder.
2. Payment of the assessments shall be deferred up to five (5) years from the completion of Phase I of the improvements, together with interest at the rate of 2.78% (the rate at which the City last issued municipal bonds) on the unpaid assessment balance at the time the deferral period ends as provided below.

Interest shall commence accruing at such time the Phase I Improvements are complete as identified on the Notice of Phase I Completion sent by City to Developer.
3. Payment of deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of any of the following, whichever occurs first:
 - a. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred **after** the construction contract for the public improvements is awarded by City and prior to a final determination of the total assessment costs, shall have the assessment amount determined based upon the construction costs of the awarded contract, (which shall be appended to this Agreement as Exhibit B when available) by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit B)}}{78 - \# \text{ of lots sold}} \right) \times (1 + \text{Interest})$$
 - b. Upon payment by Developer of the outstanding balance of the costs of the Public Improvements.
 - c. Upon the expiration of five (5) years from the date of completion of the Phase I public improvements.

TLKM Development, LLC
 Agreement for Public Property Acquisition and
 Special Assessment for Public Improvements
 Page 6 of 10

- d. There shall be no prepayment penalty for paying all costs of the Public Improvements before the end of the five (5) year deferral period.
4. Patricia A. Kaster, Timothy J. Halbrook, Dennis P. Layden and Deborah L. Meacham shall execute Personal Guarantees of Specific Transaction guaranteeing repayment of total public improvement costs to the City. Such Guarantees are attached hereto collectively as Exhibit C.
5. The full final cost of the public improvements shall be determined at the completion of the Public Improvements (“Final Assessment”) and prorated per parcel. Should the Final Assessment per parcel be smaller than the amount actually paid upon transfer of parcel(s), the overage collected shall be determined and distributed pro rata among the parcels not transferred, and the assessments per lot not transferred as of the time of such pro-ration shall have their Final Assessments adjusted to conform to the final assessment pro-ration less such credit. Should the Final Assessment per lot be greater than the amount actually paid by the transferred parcels, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.
6. Developer agrees that the method of assessment is reasonable.
7. The benefitted property will receive special benefit as a result of Public Improvements constructed under this Agreement.

8. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessments agreed to in this Agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
9. The City shall act in reliance upon the representations of Developer in this Agreement and shall commence, as soon as it is reasonably possible, the improvements contemplated by this agreement.
10. 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 Developer without the prior written consent of the other.
11. This Agreement represents the entire understanding of the City and Developer 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 all Parties.
12. The City and Developer shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be provided in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action in Brown County Circuit Court, but mediation shall proceed in advance of legal proceedings.

13. This Agreement shall be recorded in the Office of the Brown County Register of Deeds and the covenants and obligations herein shall run with the land and bind all subsequent owners thereto until released by the City.

Dated in De Pere, Wisconsin, this _____ day of _____, 2019.

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named Michael J. Walsh and Carey E. Danen to me known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission Expires:

TLKM Development, LLC

By:

_____, Member

_____, Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named _____ and _____, to me known as the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public:
My Commission Expires:

TLKM Development, LLC
Agreement for Public Property Acquisition and
Special Assessment for Public Improvements
Page 9 of 10

INDIVIDUAL SIGNATURES

Patricia A. Kaster, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2019, the above-
named Patricia A. Kaster, to me known as the
person who executed the foregoing
instrument and acknowledged the same.

Notary Public:
My Commission Expires:

Dennis P. Layden, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2019, the above-
named Dennis P. Layden, to me known
as the person who executed the foregoing
instrument and acknowledged the same.

Notary Public:
My Commission Expires:

Drafted by: Judith Schmidt-Lehman

J:\Law\Legal Documents\2019\Infrastructure and TID Agreement-TLKM Development LLC.docx

Timothy J. Halbrook, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2019, the above-
named Timothy J. Halbrook, to me known as the
person who executed the foregoing
instrument and acknowledged the same.

Notary Public:
My Commission Expires:

Deborah L. Meacham, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

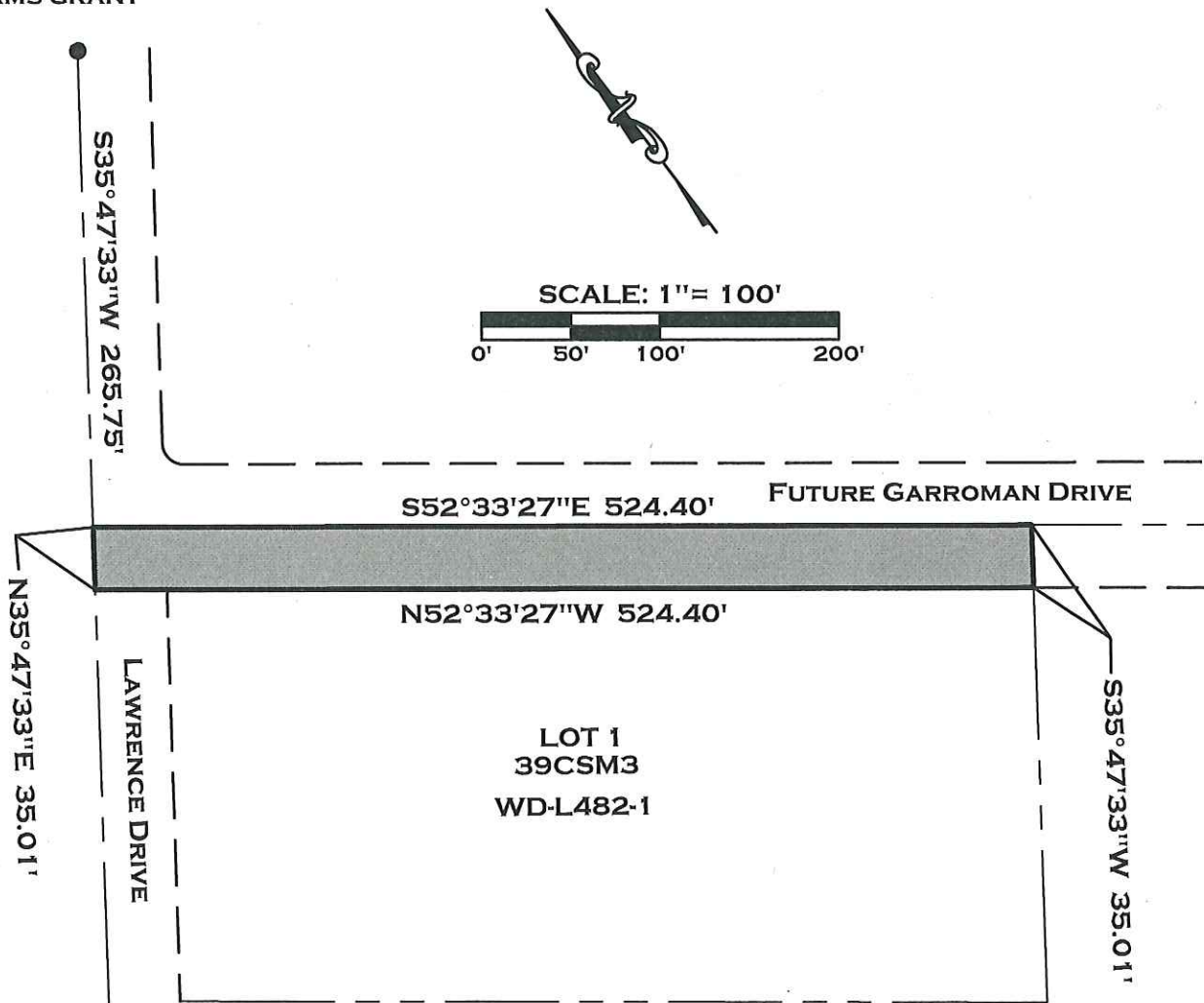
Personally came before me this _____
day of _____, 2019, the above-
named Deborah L. Meacham, to me known
as the person who executed the foregoing
instrument and acknowledged the same.

Notary Public:
My Commission Expires:

EXHIBIT SKETCH

PART OF LOT 1, VOLUME 39, CERTIFIED SURVEY MAPS, PAGE 3, MAP#5894, AND PART OF LOT 99, WILLIAMS GRANT, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NORTHWEST
CORNER
LOT 99
WILLIAMS GRANT



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM

PHONE: (920) 662-9641
FAX: (920) 662-9141

R:\0400\0404\0404439\DWG\EASEMENT EXHIBIT.DWG

Attachment: Exhibit A-TLKM(Garry's Glen South) (8379 : Reso #19-63 Authorizing Agreement Regarding Payment for Public Property

City of De Pere
Project 19-11 - Garrity's Glen South
Project Cost Allocation
May 31, 2019

2019/2020 Cost Breakdown											
			Total Project Cost			Cost Allocation					
Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	Garroman Drive		Pond Construction		Subdivision	
						Bid Amt	Total	Bid Amt	Total	Bid Amt	Total
SANITARY SEWER											
SS-01	Provide 8" PVC Sanitary Sewer	LF	4000	\$65.00	\$260,000.00	1117	\$72,605.00			2883	\$187,395.00
SS-02	Provide 6" PVC Sanitary Sewer Lateral	LF	145	\$44.00	\$6,380.00					145	\$6,380.00
SS-03	Provide 4" PVC Sanitary Sewer Lateral	LF	3100	\$44.00	\$136,400.00					3100	\$136,400.00
SS-04	Provide Sanitary Sewer Risers	VF	115	\$75.00	\$8,625.00					115	\$8,625.00
SS-05	Provide 8"X6" Sanitary Wye	EA	3	\$140.00	\$420.00					3	\$420.00
SS-06	Provide 8"X4" Sanitary Wye	EA	68	\$99.00	\$6,732.00					68	\$6,732.00
SS-07	Provide 12"X4" Cut in Wye w/ Solid Sleeve PVC Connection to Existing	EA	9	\$3,000.00	\$27,000.00					9	\$27,000.00
SS-08	Provide 4' Diameter Sanitary Sewer Manhole	VF	190	\$264.00	\$50,160.00	37	\$9,768.00			153	\$40,392.00
SS-09	Core Drill Sanitary Manhole	EA	3	\$3,000.00	\$9,000.00	1	\$3,000.00			2	\$6,000.00
SS-10	Abandon Existing Sanitary Lateral at Manhole	EA	1	\$250.00	\$250.00					1	\$250.00
STORM SEWER											
ST-01	Provide 36" RCP Class III Storm Sewer (Granular Backfill)	LF	205	\$62.00	\$12,710.00	177	\$10,974.00	28	\$1,736.00		
ST-02	Provide 30" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	325	\$52.00	\$16,900.00	325	\$16,900.00				
ST-03	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	70	\$43.00	\$3,010.00	70	\$3,010.00				
ST-04	Provide 21" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	715	\$41.00	\$29,315.00	364	\$14,924.00			351	\$14,391.00
ST-05	Provide 18" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	600	\$38.00	\$22,800.00					600	\$22,800.00
ST-06	Provide 15" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	910	\$36.00	\$32,760.00	333	\$11,988.00			577	\$20,772.00
ST-07	Provide 12" PVC or RCP Class III Storm Sewer (Granular Backfill)	LF	1600	\$31.00	\$49,600.00	193	\$5,983.00			1407	\$43,617.00
ST-08	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	1330	\$26.00	\$34,580.00					1330	\$34,580.00
ST-09	Provide 60" RCP Class III Storm Sewer (Natural Backfill)	LF	60	\$127.00	\$7,620.00			60	\$7,620.00		
ST-10	Provide 36" RCP Class III Storm Sewer (Natural Backfill)	LF	40	\$56.00	\$2,240.00			40	\$2,240.00		
ST-11	Provide 15" PVC or RCP Class III Storm Sewer (Natural Backfill)	LF	170	\$28.00	\$4,760.00			170	\$4,760.00		
ST-12	Provide 12" PVC or RCP Class III Storm Sewer (Natural Backfill)	LF	850	\$27.00	\$22,950.00	32	\$864.00			818	\$22,086.00
ST-13	Provide 6" PVC Storm Sewer Lateral	LF	2680	\$23.00	\$61,640.00					2680	\$61,640.00
ST-14	Provide 21"X6" Storm Branch or Inserta Tee	EA	4	\$93.00	\$372.00					4	\$372.00
ST-15	Provide 18"X6" Storm Branch or Inserta Tee	EA	9	\$93.00	\$837.00					9	\$837.00
ST-16	Provide 15"X6" Storm Branch or Inserta Tee	EA	6	\$93.00	\$558.00					6	\$558.00
ST-17	Provide 12"X6" Storm Branch or Inserta Tee	EA	17	\$180.00	\$3,060.00					17	\$3,060.00
ST-18	Provide 8"X6" Wye	EA	14	\$140.00	\$1,960.00					14	\$1,960.00
ST-19	Provide 6' Diameter Storm Manhole	VF	13	\$514.00	\$6,682.00	13	\$6,682.00				

City of De Pere
Project 19-11 - Garrity's Glen South
Project Cost Allocation
May 31, 2019

2019/2020 Cost Breakdown											
			Total Project Cost			Cost Allocation					
Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	Garroman Drive		Pond Construction		Subdivision	
						Bid Amt	Total	Bid Amt	Total	Bid Amt	Total
ST-20	Provide 5' Diameter Storm Manhole	VF	25	\$474.00	\$11,850.00	25	\$11,850.00				
ST-21	Provide 4' Diameter Storm Manhole	VF	145	\$383.00	\$55,535.00	18	\$6,894.00			127	\$48,641.00
ST-22	Provide Type A Inlet (30" RCP or 15" Nyloplast)	EA	17	\$1,483.00	\$25,211.00	2	\$2,966.00			15	\$22,245.00
ST-23	Provide Type B Inlet	EA	31	\$1,767.00	\$54,777.00	12	\$21,204.00			19	\$33,573.00
ST-24	Connect to Structure and/or Existing Pipe	EA	1	\$1,500.00	\$1,500.00					1	\$1,500.00
ST-25	Core Drill Existing Structure	EA	1	\$2,000.00	\$2,000.00					1	\$2,000.00
ST-26	Provide 60" RCP Endwall	EA	2	\$2,932.00	\$5,864.00			2	\$5,864.00		
ST-27	Provide 36" RCP Endwall	EA	1	\$1,283.00	\$1,283.00			1	\$1,283.00		
ST-28	Provide 15" RCP Endwall	EA	1	\$474.00	\$474.00			1	\$474.00		
ST-29	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$2,000.00	\$2,000.00					1	\$2,000.00
WATER MAIN											
W-01	Provide 12" PVC Water Main (Granular Backfill)	LF	145	\$58.00	\$8,410.00	145	\$8,410.00				
W-02	Provide 8" PVC Water Main (Granular Backfill)	LF	225	\$46.00	\$10,350.00					225	\$10,350.00
W-03	Provide 4" PVC Water Main (Granular Backfill)	LF	100	\$38.00	\$3,800.00					100	\$3,800.00
W-04	Provide 12" PVC Water Main (Natural Backfill)	LF	1110	\$40.00	\$44,400.00	1110	\$44,400.00				
W-05	Provide 8" PVC Water Main (Natural Backfill)	LF	3370	\$26.00	\$87,620.00					3370	\$87,620.00
W-06	Provide 4" PVC Water Main (Natural Backfill)	LF	100	\$19.00	\$1,900.00					100	\$1,900.00
W-07	Provide 1" HDPE Water Service – Open Cut	LF	2000	\$25.00	\$50,000.00					2000	\$50,000.00
W-08	Provide 1" HDPE with plug 50' in length	EA	78	\$170.00	\$13,260.00					78	\$13,260.00
W-09	Provide 1" Corporation and Curb Stop	EA	77	\$459.00	\$35,343.00					77	\$35,343.00
W-10	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	2	\$1,276.00	\$2,552.00					2	\$2,552.00
W-11	Provide 12" Gate Valve	EA	2	\$2,843.00	\$5,686.00	2	\$5,686.00				
W-12	Provide 8" Gate Valve	EA	9	\$1,677.00	\$15,093.00					9	\$15,093.00
W-13	Provide 6" Gate Valve	EA	3	\$1,226.00	\$3,678.00	3	\$3,678.00				
W-14	Provide 4" Gate Valve	EA	3	\$1,051.00	\$3,153.00					3	\$3,153.00
W-15	Provide Connection to Existing Water Main	EA	2	\$1,500.00	\$3,000.00					2	\$3,000.00
W-16	Provide Connection to Existing Water Main 12"x 12" Tapping Tee and Valve	EA	1	\$6,500.00	\$6,500.00	1	\$6,500.00				
W-17	Provide Hydrant (6.5' Bury)	EA	11	\$3,950.00	\$43,450.00	4	\$15,800.00			7	\$27,650.00
W-18	Provide 6" PVC Hydrant Lead	LF	52	\$31.00	\$1,612.00	20	\$620.00			32	\$992.00
W-19	Provide Water Main Offset	EA	8	\$3,000.00	\$24,000.00	3	\$9,000.00			5	\$15,000.00
W-20	Hydrant Extension	VF	3.5	\$850.00	\$2,975.00					3.5	\$2,975.00
W-21	Remove Hydrant	EA	2	\$550.00	\$1,100.00					2	\$1,100.00
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing	LS	1	\$8,348.00	\$8,348.00					1	\$8,348.00
SD-02	Unclassified Excavation (Street and Lots)	CY	3600	\$4.10	\$14,760.00	3600	\$14,760.00				
SD-03	Unclassified Excavation (Pond)	CY	32500	\$4.10	\$133,250.00			32500	\$133,250.00		
SD-04	Mill or Remove Asphaltic Concrete Pavement	SY	300	\$3.65	\$1,095.00					300	\$1,095.00
SD-05	Backyard Swale Ditching	SY	4450	\$3.05	\$13,572.50	545	\$1,662.25			3905	\$11,910.25

City of De Pere
Project 19-11 - Garrity's Glen South
Project Cost Allocation
May 31, 2019

2019/2020 Cost Breakdown											
			Total Project Cost			Cost Allocation					
Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	Garroman Drive		Pond Construction		Subdivision	
						Bid Amt	Total	Bid Amt	Total	Bid Amt	Total
SD-06	Provide 1 1/4" Crushed Aggregate Base Course	TON	14150	\$11.50	\$162,725.00	4555	\$52,382.50			9595	\$110,342.50
SD-07	Provide 3/4" Crushed Aggregate Base Course Shoulder	TON	20	\$30.50	\$610.00	20	\$610.00				
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	60	\$92.00	\$5,520.00	30	\$2,760.00			30	\$2,760.00
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	2000	\$64.85	\$129,700.00	650	\$42,152.50			1350	\$87,547.50
SD-10	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	9100	\$10.40	\$94,640.00	2470	\$25,688.00			6630	\$68,952.00
SD-11	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	2240	\$1.00	\$2,240.00	860	\$860.00			1380	\$1,380.00
SD-12	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	8	\$5.10	\$40.80					8	\$40.80
SD-13	Landscaping - Topsoil, Temporary Nurse Crop and Mulch	SY	19100	\$1.10	\$21,010.00					19100	\$21,010.00
SD-14	Landscaping – Topsoil, Seed, Fertilizer and Erosion Mat	SY	7700	\$3.55	\$27,335.00			7600	\$26,980.00	100	\$355.00
SD-15	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	39500	\$1.20	\$47,400.00	8000	\$9,600.00	8700	\$10,440.00	22800	\$27,360.00
SD-16	Provide Turf Reinforcement Mat over Landscaping	SY	60	\$20.00	\$1,200.00			60	\$1,200.00		
SPECIAL CONSTRUCTION											
SC-01	Pipe Foundation Stabilization	CY	100	\$0.01	\$1.00					100	\$1.00
SC-02	Provide Silt Fence	LF	500	\$2.04	\$1,020.00					500	\$1,020.00
SC-03	Inlet Protection Type A	EA	16	\$102.00	\$1,632.00					16	\$1,632.00
SC-04	Inlet Protection Type D	EA	30	\$127.00	\$3,810.00					30	\$3,810.00
SC-05	Provide Heavy Rip Rap w/ Geotextile Fabric (Type HR)	SY	820	\$39.00	\$31,980.00			820	\$31,980.00		
SC-06	Tracking Pad	EA	3	\$1,018.00	\$3,054.00	1	\$1,018.00			2	\$2,036.00
SC-07	Erosion Bale Ditch Checks	EA	40	\$12.00	\$480.00					40	\$480.00
SC-08	Reconstruct Manhole	VF	26	\$250.00	\$6,500.00	6.5	\$1,625.00			19.5	\$4,875.00

City of De Pere
Project 19-11 - Garrity's Glen South
Project Cost Allocation
May 31, 2019

2019/2020 Cost Breakdown												
			Total Project Cost			Cost Allocation						
Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	Garroman Drive		Pond Construction		Subdivision		
						Bid Amt	Total	Bid Amt	Total	Bid Amt	Total	
			Probable Construction Cost		\$2,059,620.30		\$446,824.25		\$227,827.00		\$1,384,969.05	
			Contingency		\$102,981.00		\$22,341.00		\$11,391.00		\$69,248.00	
			Engineering		\$411,924.00		\$89,365.00		\$45,565.00		\$276,994.00	
			Project Project Cost		\$2,574,525.30		\$558,530.25		\$284,783.00		\$1,731,211.05	
2019/2020 Cost Allocation												
					Garroman Drive		Pond Construction			Subdivision		
					Linear Feet	Cost	Land Use	Area	Weighted Average (1)	Pond Cost		
Developer Cost (Total-2019/2020)					\$2,227,880.28	1884.24	\$444,307.72	Med Res	28.98	23.18	\$43,945.45	\$1,731,211.05
								High Res	4.44	4.44	\$8,416.06	
City Cost - Garroman (Total-2019/2020)					\$119,075.03	484.4	\$114,222.53	Med Res	3.20	2.56	\$4,852.50	\$0.00
TID Cost (Total-2019/2020)					\$227,568.99	0	\$0.00	Industrial	57.17	120.06	\$227,568.99	\$0.00
					\$2,574,524.30	2,368.64	\$558,530.25		93.79	150.24	\$284,783.00	
Notes:												
(1) Pond assessment is based on a weighted average of the area served and the land use. Weighted factors are based on the WDNR Wet Detention Standard for Wet Pond Construction (1001), Appendix A - Calculation of Preliminary Pool Surface Area for TSS Reduction which are 0.8 for Medium Density Residential, 1.0 for High Density Residential, and 2.1 for Industrial land uses.												
2021 Cost Breakout												
			Total Project Cost			Cost Allocation						
Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	Garroman Drive		Pond Construction		Subdivision		
						Bid Amt	Total	Bid Amt	Total	Bid Amt	Total	
2021 Asphalt Pavement Surface Course		TON	1490	\$75.00	\$111,750.00	480	\$36,000.00			1010	\$75,750.00	
			Probable Construction Cost		\$111,750.00		\$36,000.00				\$75,750.00	
			Contingency		\$5,588.00		\$1,800.00				\$3,788.00	
			Engineering		\$22,350.00		\$7,200.00				\$15,150.00	
			Project Project Cost		\$139,688.00		\$45,000.00				\$94,688.00	
2021 Cost Allocation												
					Garroman Drive		Pond Construction			Subdivision		
					Linear Feet	Cost						
Developer Cost (Total-2021)					\$130,485.25	1884.24	\$35,797.25	No Pond Costs in 2021			\$94,688.00	
City Cost - Garroman (Total-2021)					\$9,202.75	484.4	\$9,202.75				\$0.00	
					\$139,688.00	2368.64	\$45,000.00				\$94,688.00	

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to TLKM Development, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Patricia A. Kaster, (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million, Three Hundred Fifty-Eight Thousand, Three Hundred Sixty-five and 53/100 Dollars (\$2,358,365.53), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Kaster
Page 2 of 3

- A. The full costs of the public improvements plus interest at the rate of 2.87% shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion"). However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,358,365.53 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

Personal Guarantee of Specific Transaction - Kaster
Page 3 of 3

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of _____, 2019.

Patricia A. Kaster
Address
City & Zip

STATE OF WISCONSIN)) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2019, the above-named Patricia A. Kaster to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My commission expires: _____

J:\Law\Legal Documents\2019\PersonalGuarantee of Specific Transaction-TLKM Dev, LLC-Kaster.docx

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to TLKM Development, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Timothy J. Halbrook, (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million, Three Hundred Fifty-Eight Thousand, Three Hundred Sixty-five and 53/100 Dollars (\$2,358,365.53), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Halbrook
Page 2 of 3

- A. The full costs of the public improvements plus interest at the rate of 2.87% shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion"). However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,358,365.53 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Ex Packet Pg. 116
Page 6 of 12

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to TLKM Development, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Dennis P. Layden, (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million, Three Hundred Fifty-Eight Thousand, Three Hundred Sixty-five and 53/100 Dollars (\$2,358,365.53), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Layden
Page 2 of 3

- A. The full costs of the public improvements plus interest at the rate of 2.87% shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion"). However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,358,365.53 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Ex **Packet Pg. 119**

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to TLKM Development, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Deborah L. Meacham, (hereinafter “the undersigned”) guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing the public improvements.

Such public improvements are estimated to cost Two Million, Three Hundred Fifty-Eight Thousand, Three Hundred Sixty-five and 53/100 Dollars (\$2,358,365.53), for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Regarding Payment for Public Property Acquisition and Providing for Special Assessments for Public Improvements (the Agreement), the terms of which are incorporated herein by reference, and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made as follows:

Personal Guarantee of Specific Transaction - Meacham
Page 2 of 3

- A. The full costs of the public improvements plus interest at the rate of 2.87% shall be calculated at the completion of Phase I and Phase II of the project ("Final Completion"). However, assessments shall initially be levied per parcel based upon the construction estimate of \$2,358,365.53 for parcels transferred prior to Final Completion. Should the assessment levied upon the estimate be less than the front foot amount attributable to the parcel(s) transferred, such difference shall be shared among the parcels not transferred as of the date of Final Completion. Should the assessment levied upon the parcels transferred be more than the front foot amount attributable to the parcel(s) transferred, such credit shall be among the parcels not transferred as of the date of Final Completion.
- B. Payment of the full amount attributable to any parcel not already transferred shall be due and payable thirty (30) days after the expiration of the five (5) year deferral for such assessments as provided in paragraph 6 of the Agreement.

3. REPRESENTATIONS. The undersigned acknowledges and agrees that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-64 Authorizing Installment Payment of Expenses for Sidewalk Repair and Replacement Ordered Under Wis. Stats. §66.0907.

The Board of Public Works at the June 10, 2019 meeting approved the 2019 special charges for sidewalk repairs and a five year payment plan and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-64 (DOCX)
- 2019-06-10 CI_BOPW_Consider 2019 Sidewalk Repair Orders(PDF)
- 01-2019 Order of the Board of Public Works (PDF)
- 02-2019 Yearly-Program (PDF)
- 04-2019 Sidewalk Repair Letter to Property Owner (PDF)
- 05-2019 Sidewalk Notification Letter City Responsibility (PDF)
- 06-2019 CE_Property_Sidewalk_Repair_List (PDF)
- 06-2019 Largest Sidewalk Charges (PDF)

RESOLUTION #19-64

AUTHORIZING INSTALLMENT PAYMENT OF EXPENSES FOR SIDEWALK REPAIR AND
REPLACEMENT ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate at which the City last issued municipal bonds, plus 1%.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the payment of expenses incurred in the City's sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 may be made in up to five (5) annual installments, together with interest thereon at the rate the City last issued municipal bonds, plus 1%.

BE IT FURTHER RESOLVED THAT:

The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

Resolution #19-64

Page 2 of 2

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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



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

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

Date: June 10, 2019

RE: **Consider 2019 Sidewalk Repair Orders or Special Assessment**

Each year the City inspects 1/8 of the City for required repairs to sidewalks. This year the repair area is the east side of the Fox River, north of Charles Street and west of Webster Avenue. Sidewalks are inspected per the attached "Defective Sidewalk and Acceptable Repairs". There have been significant increases in concrete prices this year. The price for 4" sidewalk replacement increased from \$39.75 per linear foot in 2018 to \$63.35 per linear foot in 2019. The price for 6" driveway replacement increased from \$40.65 per linear foot to \$64.70 per linear foot.

Work under the contract will be completed under Project 19-05, Sidewalk, Curb, and Concrete Pavement Repair. Due to the amount of work in the area, the contractor was given until July 1, 2020 to complete the work. Normally property owners in 2019 would be given until July 1 of 2019. Property owners in the 2019 program are being given until October 15, 2019.

The section of the sidewalk program this year is in an older part of the City. Due to some large sidewalk repair requirements and increase in costs, there are some significant charges for the sidewalk repair. Sidewalks have been handled via special charges in the past and only have one year to pay the charge. Property owners are notified of the special charge after the Board meeting when the Order is approved. An alternative to this would be special assessing the sidewalk. With a special assessment, the Board could recommend a five or ten year payback. A public hearing will be required with the special assessment approach.

Attachments for this item include:

- 1) Order of the Board of Public Works
- 2) Yearly Program
- 3) Estimated Sidewalk and Sidewalk Replacement Costs
- 4) Sidewalk Repair Letter to Property Owner
- 5) Sidewalk Notification Letter City Responsibility
- 6) Sidewalk Repair List
- 7) Top 20 Assessments for 2019

Staff recommends the Board either order repairs or consider special assessments for the 2019 sidewalk repair program.

JUNE 10, 2019

**ORDER OF THE BOARD OF PUBLIC WORKS
FOR SIDEWALK REPAIRS UNDER
SECTION 66.0907, WISCONSIN STATUTES**

The Board of Public Works of the City of De Pere, Brown County, Wisconsin, has found that certain sidewalks on the following streets were unsafe, defective or insufficient, to-wit:

East side of the Fox River, north of Charles Street, west of Webster Avenue

The Board of Public Works orders that all defective sidewalks identified on the attached property and repair listing be removed and replaced or otherwise corrected as identified therein and in accordance with the standards set forth and the established grade.

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 15th day of October, 2019. If any owner fails to comply with this order, the City of De Pere shall cause the work on their sidewalk to be done by contract and shall charge the cost as a special tax against their lot or parcel.

A copy of this order shall be mailed to each owner or their agent, and shall be published in the official newspaper.

Dated at De Pere, Wisconsin, this 10th day of June, 2019.

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
2019	East side of Fox River, north of Charles, west of Webster
2020	East side of Fox River, north of Charles, east of Webster
2021	West side of Fox River, east of RR tracks, north of Scheuring
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
<u>CRITERIA</u>	<u>DEFECT</u>	<u>REPAIRS*</u>
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2" vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

***Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.**

CITY OF DE PERE

Engineering

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



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

1. Sections Marked in Green Paint are the Homeowner's Responsibility:

Individual sections are sprayed with green paint. Note that multiple sections may also be marked in this way. Multiple sections marked with a green arrow indicates that all sections between, and including the arrows should be repaired. Repair of defects marked green are the property owners responsibility.

2. Sections marked with white paint are the City's responsibility:

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on June 10, 2019. Upon review, the Board ordered repairs on the quantity of sidewalk panels listed on the next page at your property (approximate quantity):

Sidewalk Repairs at <<LOCATION>>, Parcel ID: <<PARCELID>>

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	<<HD>> Panels	\$<<HDCOST>>
Vertical Displacement:	<<VD>> Panels	\$<<VDCOST>>
Profile Variance:	<<PV>> Panels	\$<<PVCOST>>
Surface Imperfections:	<<SI>> Panels	\$<<SICOST>>
Other:	<<O>> Panels	\$<<OCOST>>
TOTAL:	<<SUMPANEL>>	\$<<SUMCOST>>

The order allows you to make the corrections yourself or to arrange to have them made by a duly licensed sidewalk contractor (visit www.de-pere.org) of your choice on or before October 15, 2019. Any work remaining after that date will be done by the City by contract. If you make any repairs by mud-jacking, grinding, or crack filling with concrete epoxy, (where allowed) please contact the Engineering Department by October 15, 2019 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2019 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch thick sidewalk panel is \$316.75 (\$63.35 per linear foot). The 2019 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch thick sidewalk panel across a driveway is \$323.50 (\$64.70 per linear foot). **Sidewalk that is replaced by the City Contractor will be seeded. The Homeowner is required to water and maintain.**

*** Property owners with invisible fences or sprinkling systems located in the City right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Bob Krzewina with the City Engineering Department at 339-4072, extension 2237 or contact him by email at bkrzewina@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, PE
Assistant City Engineer

CITY OF DE PERE

Engineering

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



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

Re: City Sidewalk Repairs at <<LOCATION>>, <<PARCELID>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

You are receiving this letter to inform you that the City will be performing sidewalk repairs adjacent to your property. There is no charge to you for these repairs because the terrace trees are determined to have caused the damage.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

- Sections in need of repairs are marked with green or white paint.
- Sections marked with white paint are the City's responsibility. Note that multiple sections may be marked in this way.

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The sidewalk that is replaced by the City Contractor will be seeded. The property owner is required to water and maintain the landscaping area.

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Bob Krzewina with the City Engineering Department at 339-4072, extension 2237 or contact him by email at bkrzewina@mail.depere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 19-05 SIDEWALK, CURB AND CONCRETE PAVEMENT REPAIRS			HORIZONTAL DISPLACEMENT		VERTICAL DISPLACEMENT		PROFILE VAR.	SURFACE IMPERFEC	OTHER		TOTAL PRIVATE	
PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-1	707 N BROADWAY ST	RANDALL W & CATHERINE M LAWTON			1						1	0
ED-1002	131 N HURON ST	LTF INVESTMENTS LLC							3		3	0
ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	1								1	0
ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	5		1						6	0
ED-1012	126 N SUPERIOR ST	LTF INVESTMENTS LLC			1						1	0
ED-1013	100 S HURON ST	SAINT MARY CONGREGATION							1	1	1	1
ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	2	3							2	3
ED-1050	114 S ERIE ST	THOMAS J & LISA A PHILLIPS							3		3	0
ED-1053	134 S ERIE ST	ANDREW R & SHERRY L COMPTON		1	1						1	1
ED-1054	133 S HURON ST	TRAVIS J & NATALIE C POUPORE	1								1	0
ED-1055	127 S HURON ST	JODI C ROBERTS			1	1					1	1
ED-1056	121-123 S HURON ST	121-123 S HURON ST LLC			2						2	0
ED-1057	115 S HURON ST	AMANDA L ARENDT			1						1	0
ED-1058	802 GEORGE ST	FLOUR CHILD LLC	1		4						5	0
ED-1061	814 JAMES ST	DOROTHY K GIOVANNINI	3								3	0
ED-1062	820 JAMES ST	ANTHONY D & KATHERINE J HAMILTON	2								2	0
ED-1063	121 N ERIE ST	MARY MCDONALD	1								1	0
ED-1067	805 GEORGE ST	ALI BRI PROPERTIES LLC	1	1							1	1
ED-1069	114 N HURON ST	DANIEL M & TERESA L JAUQUET	1		1						2	0
ED-1070	120 N HURON ST	THOMAS C MARONEK			2		2				4	0
ED-1073	215 N ERIE ST	JOHN P RONSKI	1								1	0
ED-1080	921-923 JAMES ST	DOLLAR JOHN R & MARY A REVOCABLE TRUST			1	1			2		3	1
ED-1081	202 N ERIE ST	JEREMY D MILLER	1		2						3	0
ED-1082-1	212 N ERIE ST	LAURIE J BECKERS							1		1	0
ED-1083	918 JAMES ST	THOMAS B & JANE A MONAHAN	1		1						2	0
ED-1084	127-129 N ONTARIO ST	JAMES H SELL	1								1	0
ED-1086	115 N ONTARIO ST	WILLIAM J VAN RENS JR	1								1	0
ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	2		1						3	0
ED-1094	920 GEORGE ST	ROBERT VAN DEURZEN			3						3	0
ED-1095	914 GEORGE ST	LIGHTHOUSE LUBE REAL ESTATE LLC			1						1	0
ED-1096	118 S ONTARIO ST	KARA R MEYER			2				1		3	0
ED-1097	120 S ONTARIO ST	MICHEL REEVES	1								1	0
ED-1098	126 S ONTARIO ST	TODD ELSNER	3								3	0
ED-1099	132 S ONTARIO ST	SARA A PIETRZAK	2								2	0
ED-1101	127 S ERIE ST	CHRISTOPHER A SCHROEDER			1						1	0
ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	1			1					1	1
ED-1104	908 GEORGE ST	CRAIG R & DIANE C NELSON			1						1	0
ED-1105	900 GEORGE ST	CLYDE B & JUANITA M TETZLAFF	1								1	0
ED-1128-1	N BROADWAY ST	SAINT NORBERT ABBEY INC			6						6	0
ED-1128-2-2	1000 N BROADWAY ST	BKM LLC			2						2	0
ED-1128-E-10	1001 N BROADWAY ST	KISS AND POP LLC			2						2	0
ED-1128-E-1-2	1063 N BROADWAY ST	NEXTGEN ENTERPRISES LLC	1								1	0
ED-1128-E-1-3	1081 N BROADWAY ST	NULUND GROUP II LLC	1		3						4	0
ED-1128-E-2	1051 N BROADWAY ST	CHARLES J & KAREN M HOCKERS			2				1		3	0
ED-1128-E-2-1	1045 N BROADWAY ST	CHARLES J & KAREN M HOCKERS			3						3	0
ED-1128-E-5	1041 N BROADWAY ST	THOMAS VAN GEMERT			2				1		3	0
ED-1128-E-9	1011 N BROADWAY ST	NICOLET NATIONAL BANK			1						1	0

CITY OF DE PERE PROJECT 19-05 SIDEWALK, CURB AND CONCRETE PAVEMENT REPAIRS			HORIZONTAL DISPLACEMENT		VERTICAL DISPLACEMENT		PROFILE VAR.	SURFACE IMPERFEC	OTHER		TOTAL PRIVATE	
PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-1133	718 RIDGEWAY BL	JAMES J BERGMAN	1								1	0
ED-1134	714 N SUPERIOR ST	MATHEW R HOFFMAN	2								2	0
ED-1135	710 N SUPERIOR ST	JESSE A & KATHRYN A G CHARLES	1								1	0
ED-1136	711 MORRIS ST	SUE A HENDRICKS			2						2	0
ED-1138	713 N HURON ST	CELUSTA REVOCABLE TRUST			1						1	0
ED-117	716 N MICHIGAN ST	STEVEN P ANTOLEC			1						1	0
ED-118	604 RIDGEWAY BL	SARAH E SCHMIDT	1		1						2	0
ED-119	608 RIDGEWAY BL	RENEE M ST LAURENT			1						1	0
ED-120	616 RIDGEWAY BL	ANDREA L EVERSON		2	1						1	2
ED-1203-A	1016 N BROADWAY ST	SAINT NORBERT ABBEY INC			6						6	0
ED-1203-B	N BROADWAY ST	SAINT NORBERT ABBEY INC	1		5						6	0
ED-1203-T-1	611 WAUBAUNUQUA TR	SCOTT E & LISA M EITING			1						1	0
ED-1203-T-6	517 WAUBAUNUQUA TR	CHARLES & ANTOINETTE BUCHHOLZ			1						1	0
ED-1203-T-8	505 WAUBAUNUQUA TR	DOUGLAS & CECILIA BISHOP			2						2	0
ED-1203-T-9	1339 IRWIN AV	CARRIE L CHERNEY			1						1	0
ED-1212	RANDALL AV	ROBERT S KRAMER & VICTORIA B TASHJIAN						4			4	0
ED-1213	908 OAKDALE AV	ROBERT S KRAMER & VICTORIA B TASHJIAN			1						1	0
ED-1237	514 RANDALL AV	WIED ANTHONY C & ANGELA M REVOCABLE TRUST			1						1	0
ED-1249	820 LAWTON PL	SUSAN E WEIRICH	1								1	0
ED-124-H-10	908 RIDGEWAY BL	PAULETTE M BITTNER			1						1	0
ED-124-H-13	713 N ONTARIO ST	MARK J & AMY T LIST	2								2	0
ED-124-H-14	707 N ONTARIO ST	WALTER P & LAUREL J HEIL	1								1	0
ED-124-H-9	902 RIDGEWAY BL	GERALD H & SARAH J CEGELSKI	7						2		9	0
ED-124-N-1	803 W ST FRANCIS RD	THOMAS & ALYSSA TOLLEFSON	4								4	0
ED-124-N-21	802 W ST FRANCIS RD	DWAYNE L & NANCY L RUGGLES			1						1	0
ED-124-N-43	1321 RIDGEWAY BL	REBECCA H B REDLING REAL ESTATE TRUST			1						1	0
ED-124-N-44	1327 RIDGEWAY BL	MICHAEL C TILOT & CATHERINE M HEYRMAN	2	3							2	3
ED-124-N-45	1335 RIDGEWAY BL	THOMAS B GILLING			2						2	0
ED-124-N-46	1345 RIDGEWAY BL	JUAN S CORPUS			2						2	0
ED-124-N-47	1350 S SUMMER RANGE RD	AMANDA K EASTMAN			2						2	0
ED-124-N-62	1300 BLOCK N SUMMER RANGE RD	RICHARD J & SHARON J RESCH			1						1	0
ED-124-N-67	1300 BLOCK S SUMMER RANGE RD	JEFFREY L SHERE & KATY M O NEIL			3						3	0
ED-124-N-68	1348 N SUMMER RANGE RD	JEFFERY D & JENNIFER D KOSS			2						2	0
ED-1250	612 RANDALL AV	ANDREW S & STEPHANIE M RUDOLPH	6	1	1						7	1
ED-1254	605 RANDALL AV	PAUL H & ALICE D MEEUWSEN			1						1	0
ED-1256	916 LAWTON PL	KEVIN GERARD			1						1	0
ED-126	807 N BROADWAY ST	KATHERINE REINKE			1						1	0
ED-1261	809 TALBOT AV	KRISTINE K NYSTROM			1						1	0
ED-127	813 N BROADWAY ST	CATHRYN J VADALA	1								1	0
ED-1276	908 TALBOT AV	STEPHEN G & JANELLE M BECKETT	1								1	0
ED-128	823 N BROADWAY ST	KURT A & JOHANNA L SCHWIESOW			4						4	0
ED-1288	713 RIDGEWAY BL	PAUL & GENEVIEVE STIBBE	1								1	0
ED-129	903 N BROADWAY ST	LANCE R CZACHOR			2						2	0
ED-13	718 N WISCONSIN ST	JOHN P & PAMELA M FIERST	1								1	0
ED-1307	805 GLENWOOD AV	KEVIN M & SUSAN M PASTERSKI			1						1	0
ED-133	935 N BROADWAY ST	MARK & LAURIE MURPHY			2						2	0
ED-134-1	985 N BROADWAY ST	WAB HOLDINGS 25 LLC	1		5						6	0

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PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-136	947 OAKDALE AV	CHARLES W & MARY ANNE OLSEN			1						1	0
ED-1378	911 RIDGEWAY BL	WILLIAM W & JEANNIE G WOODWARD			2						2	0
ED-138	937 OAKDALE AV	DENNIS K & BONNIE J LUECK	1								1	0
ED-14	724 N WISCONSIN ST	CHRISTOPHER F & SUSAN M JENSEN	1		1						2	0
ED-143	435 RANDALL AV	ZELLNER JOINT REVOCABLE TRUST			7						7	0
ED-1435-1	619 N WINNEBAGO ST	AVERY G GARCIA	2		1						3	0
ED-1435-12	1121 FULTON ST	COREY B LEMKE			1						1	0
ED-1435-13	1105 FULTON ST	MARGARET A CHRIST	3								3	0
ED-1435-18	1337 FRANKLIN ST	KELIERIN SCANNELL			1						1	0
ED-1435-19	1321 FRANKLIN ST	ALIX R ENGLEBERT	1		2						3	0
ED-1435-20	1315 FRANKLIN ST	ROBERT D & TRACY L CARLSON			4						4	0
ED-1435-24	1215 FRANKLIN ST	JOSEPH D & DENISE A BAUGNET			2						2	0
ED-1435-25	1214 IRWIN AV	DAVID A & STEPHANIE K DEDECKER			2					1.5	2	1.5
ED-1435-26	1207 FRANKLIN ST	MARTIN J & LISA M HERMANS	2								2	0
ED-1435-27	1204 IRWIN AV	AUSTIN J DECLEENE	5		1						6	0
ED-1435-29	519 N WASHINGTON ST	KAREN M PADGETT	5		2						7	0
ED-1435-3	607 N WINNEBAGO ST	BONNIE J MICHIELS			1						1	0
ED-1435-31	509 N WASHINGTON ST	KAREN A SWIECICHOWSKI	1								1	0
ED-1435-32	1129 FRANKLIN ST	DORIS A NOVAK-DENISSEN	4								4	0
ED-1435-34	508 N WINNEBAGO ST	FREDA JOYCE SMITH			1						1	0
ED-1435-35	514 N WINNEBAGO ST	JUDITH CAROL DEGRAVE			1						1	0
ED-1435-38	1016 FULTON ST	MATTHEW J & NICOLE D GOSZ	5								5	0
ED-1435-40	515 N WINNEBAGO ST	RONALD F BAETEN	1								1	0
ED-1435-41	N WINNEBAGO ST	PATRICIA A DINY	1								1	0
ED-1435-42	1021 FRANKLIN ST	PATRICIA A DINY	27								27	0
ED-1435-43	1005 FRANKLIN ST	ASHLEY A VANDEVEN & JOSEPH C HEBERT			1						1	0
ED-1435-44	508 N ONTARIO ST	LAURA KNAPP	2								2	0
ED-1435-45	514 N ONTARIO ST	NANCY K GEORGE	2		1						3	0
ED-1435-47	526 N ONTARIO ST	HARRY B STEIN			1						1	0
ED-1435-48	1020 FRANKLIN ST	STACIE J LINZMEIER	4		1						5	0
ED-1435-49	441 N WINNEBAGO ST	RYAN A & ERIN R DYNEK		1							0	1
ED-1435-5	602 N ONTARIO ST	AMY E MULHOLLAND	5		1						6	0
ED-1435-53	434 N ONTARIO ST	MICHAEL H & MARGARET R VIEAU			1						1	0
ED-1435-54	444 N ONTARIO ST	STEVEN M BOWENS			1						1	0
ED-1435-55	448 N ONTARIO ST	KATIE J MUELLER	1		2						3	0
ED-1435-56	1116 FRANKLIN ST	TERRY L & JANET K HOWARD	21		2						23	0
ED-1435-57	N WASHINGTON ST	TERRY L & JANET K HOWARD	2								2	0
ED-1435-60	428 N WINNEBAGO ST	GREGORY S & LAUREN R RITTER	3								3	0
ED-1435-61	434 N WINNEBAGO ST	PAUL A & MARGARET A BOLTZ		1							0	1
ED-1435-63	1104 FRANKLIN ST	EDWARD F & BETTY A SEEMAN	5								5	0
ED-1435-64	1216 FRANKLIN ST	ROBERT & JOANNE FRANDA	2		1						3	0
ED-1435-66	435 N ADAMS ST	JOSEPHINE V LIEBERGEN	4								4	0
ED-1435-68	426 N WASHINGTON ST	SHARON A HECKER							1		1	0
ED-1435-71	446 N WASHINGTON ST	DAVID J TOOLE			4						4	0
ED-1435-73	1311 GEORGE ST	GARY R & CINDY K VANDE VELDEN REVOC TRUST	22								22	0
ED-1435-74	1305 GEORGE ST	NOAH A & MICHELLE A HABAN	15		1						16	0
ED-1435-76	1302 FRANKLIN ST	CARLY MARICQUE	4								4	0

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PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-1435-79	132 S WEBSTER AV	PAUL J & MARIE A SAUVEY			1						1	0
ED-1435-80	140 S WEBSTER AV	AMERILUX REAL ESTATE LLC			1						1	0
ED-1435-84	1313 CHARLES ST	BRIAN W OLSEN	4								4	0
ED-1435-85	125 S ADAMS ST	JUDITH A GRAHAM	4								4	0
ED-1435-87	119 S ADAMS ST	VICTORIA MARTIN	2								2	0
ED-1435-89	1302 GEORGE ST	NATHAN DORO			1						1	0
ED-145-1	415 RANDALL AV	DONALD R & GLORIA J ZUIDMULDER	3								3	0
ED-156	436 RANDALL AV	ROBERT R & JENNIFER A GAGAN	4		1			2			7	0
ED-158	821 OAKDALE AV	PATRICK L DEPREY	3								3	0
ED-162-1	803 OAKDALE AV	AMY B WARD	1								1	0
ED-163	806 N BROADWAY ST	JOSEPH A SEROOGY & CLAUDIA SCHULTZ	1								1	0
ED-164	414 RANDALL AV	PAUL J & JULIA J VIDANI III	3								3	0
ED-18-51	WILLIAM ST	HEARTLAND AFFORDABLE HOUSING DEPERE LLC			1						1	0
ED-18-51	WILLIAM ST	HEARTLAND AFFORDABLE HOUSING DEPERE LLC			1						1	0
ED-18-55	200-104 WILLIAM ST	JOHN J CALAWERTS			1						1	0
ED-18-56	200-201 WILLIAM ST	MARKUS J & TONI H AURIG			1						1	0
ED-18-66	ARBOR CT	ARBOR LANDING HOMEOWNERS ASSOCIATION			1						1	0
ED-20	639 N BROADWAY ST	RANDALL W LAWTON			1						1	0
ED-2-1	721 N BROADWAY ST	MICHAEL A MATHARANI			1						1	0
ED-25	725 N HURON ST	RYAN DEMPSEY			1						1	0
ED-26-4-1	1026 RIDGEWAY BL	MOSTEK ROBERTA L REVOCABLE TRUST	1								1	0
ED-26-4-2	1014 RIDGEWAY BL	ROBERT J & LOIS M PIASKOWSKI	1						1		2	0
ED-26-5	808 RIDGEWAY BL	DUSTIN J CLARK			1						1	0
ED-28	706 N WINNEBAGO ST	MICHAEL & SUSAN SMULLEN	5		2						7	0
ED-28-1	1106 RIDGEWAY BL	SCOTT L & DEBORAH L RUGGLES	8		1						9	0
ED-29	624 N ADAMS ST	MITCHELL J & HEATHER J OLMSTED	1								1	0
ED-29-A	631 N WINNEBAGO ST	THOMAS R & SUZANNE M VANDELIST			2						2	0
ED-29-C	625 N WINNEBAGO ST	MARGARET A MCGINN			1						1	0
ED-30	633 N WEBSTER AV	TRUSTEES OF FIRST PRESBYTERIAN CHURCH	1		2						3	0
ED-3002	1015-1 N BROADWAY ST	JAY & BARBARA TOMCHECK JOINT REVOCABLE TRUST							8	2	8	2
ED-30-3	600 BLOCK WAUBAUNUQUA TR	FIRST UNITED PRESBYTERIAN CHURCH OF DEPERE	1								1	0
ED-345	600 BLOCK N WISCONSIN ST	DAVID K & KATHLEEN M SCHNEIDER	1								1	0
ED-347	N WISCONSIN ST	GREGORY J & MARY SMITS LARSEN	1								1	0
ED-349	632 N BROADWAY ST	GREGORY J & MARY SMITS LARSEN			1						1	0
ED-353	639 N MICHIGAN ST	DOUGLAS A FRENCH			1						1	0
ED-354	633 N MICHIGAN ST	WAYNE K & KIMBERLY A HELMILA	2								2	0
ED-366	641 N HURON ST	HOLLY M MJELDE	1								1	0
ED-370	632 N SUPERIOR ST	JOSEPH A & CAROL S KARLS	3								3	0
ED-371	638 N SUPERIOR ST	MOLLY M ONEILL	2								2	0
ED-377	435 N BROADWAY ST	JCA INVESTMENTS LLC							3		3	0
ED-384	515 N BROADWAY ST	RICHARD J & MARY T ANNEN			1						1	0
ED-385	503 N BROADWAY ST	PRIVATE PORTFOLIO LLC	1		1				2		4	0
ED-391	615 N BROADWAY ST	THOMAS & KIRBY MATZKE			1				1		2	0
ED-392	605 N BROADWAY ST	JOHN R NICK			1						1	0
ED-400	609 N WISCONSIN ST	AMY J ROCK	1								1	0
ED-405	602 N BROADWAY ST	BRET K & LEIHILA S BLOZINSKI JR	6		1						7	0
ED-408	527 N WISCONSIN ST	JOHN D GIOVANNINI			1				2		3	0

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PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-412	503 N WISCONSIN ST	THOMAS J & VICTORIA L BRAWNER			2						2	0
ED-413	405 FRANKLIN ST	JEROME VANDEN HOGEN			4						4	0
ED-415	514 N BROADWAY ST	WAYNE T SMITHWICK			1						1	0
ED-416	524 N BROADWAY ST	SANJAYA SENANAYAKE			1						1	0
ED-419	449 N WISCONSIN ST	ADAM & SHAWANA L STUECK							2		2	0
ED-42	1331 GEORGE ST	FIRST UNITED PRESBYTERIAN CHURCH TRUSTEES OF	4								4	0
ED-420	443 N WISCONSIN ST	BEAVER MANAGEMENT CORP				1					0	1
ED-421	425 N WISCONSIN ST	JORDAN & BETH SCHULD			1						1	0
ED-42-1	605 N WEBSTER AV	FIRST UNITED PRESBYTERIAN CHURCH TRUSTEES OF	1	1	1						2	1
ED-423-1	432 N BROADWAY ST	JAMES B & HOLLY N WILLIAMS			2						2	0
ED-426	448 N BROADWAY ST	RANDALL D & ANNE E SWILLE			1						1	0
ED-432	432 N WISCONSIN ST	RYAN D & CHRISTINE E PICHLER							1		1	0
ED-432-1	340 N WISCONSIN ST	VOYAGEUR OFFICE & SUITE			1						1	0
ED-433	444 N WISCONSIN ST	STEVEN P & MARA M MARKS							1		1	0
ED-435	529 N MICHIGAN ST	REBECCA L MERTENS	1								1	0
ED-438	503 N MICHIGAN ST	IRA W EASTMAN	1		1						2	0
ED-450	622 N WISCONSIN ST	JOHN MERLINE							1		1	0
ED-454	601 N SUPERIOR ST	JENNIFER L JOHNSON			1						1	0
ED-455	600 N MICHIGAN ST	WILLIAM J WITHBROE	3						1		4	0
ED-456	606 N MICHIGAN ST	MATTHEW J BIGELOW			1						1	0
ED-461	515 N SUPERIOR ST	KEITH P & LISA M VANDEN AVOND			2						2	0
ED-462	509 N SUPERIOR ST	AMY JO RITTER			2						2	0
ED-464	500 N MICHIGAN ST	ANGELA R SCHULTZ	1								1	0
ED-467	520 N MICHIGAN ST	JAY M BAER	1								1	0
ED-469	449 N SUPERIOR ST	PATRICK E & JENNIFER L PATRYN	1		1				1		3	0
ED-47	1356 GEORGE ST	DOUGLAS D SCHWARTZ	2	1	1						3	1
ED-470	443 N SUPERIOR ST	RAYMOND P & MARY L WIERCINSKI	1								1	0
ED-471	437 N SUPERIOR ST	SHIRLEY D CORRIGAN							5		5	0
ED-47-3	120 S WEBSTER AV	PAULA M NISSEN	1								1	0
ED-476	448 N MICHIGAN ST	RODNEY C HASKINS	15								15	0
ED-477	428 N SUPERIOR ST	IRWIN SCHOOL DEVELOPMENT LLC	4		8						12	0
ED-485	527 N HURON ST	MARY JO LEY	5								5	0
ED-489	501 N HURON ST	KAREN STERNKOPF			1						1	0
ED-490	502 N SUPERIOR ST	KEVIN C KAPP	2		3						5	0
ED-491	506 N SUPERIOR ST	JACQUELINE M GOFFARD		1							0	1
ED-494	526 N SUPERIOR ST	ROBERT G & SANDRA K BLOEDORN			1						1	0
ED-496	615 N HURON ST	DANIEL D MOORE	2								2	0
ED-498	725 FULTON ST	DANIEL & KARI GUSTAFSON			2						2	0
ED-500	610 N SUPERIOR ST	LOGAN M WENDLER & COURTNEY L VANDENBERG			2						2	0
ED-501	614 N SUPERIOR ST	CATHERINE E HENDERSON	4								4	0
ED-502	620 N SUPERIOR ST	JOHN & MOLLY BLUMA	1						1		2	0
ED-503	621 N ERIE ST	BARBARA WOCH	7								7	0
ED-504	823 FULTON ST	JODIE L GEHM	5		2						7	0
ED-511	521 N ERIE ST	MATTHEW K & ANGELIQUE C WEGMANN							2		2	0
ED-512	509 N ERIE ST	MICHAEL L DE PAS			1				1		2	0
ED-514	503 N ERIE ST	STEVEN P & DEANNA J SULLIVAN	1		1						2	0
ED-520	820 FRANKLIN ST	EMILY SCHULTZ	1						1		2	0

CITY OF DE PERE PROJECT 19-05 SIDEWALK, CURB AND CONCRETE PAVEMENT REPAIRS			HORIZONTAL DISPLACEMENT		VERTICAL DISPLACEMENT		PROFILE VAR.	SURFACE IMPERFEC	OTHER		TOTAL PRIVATE	
PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-521	443 N ERIE ST	JANE E GANTENBEIN								1	1	0
ED-526	442 N HURON ST	ALEXANDRA R GOMES	1								1	0
ED-527	448 N HURON ST	DANIEL VANDEN BERG ETAL	1								1	0
ED-530	437 N ONTARIO ST	GERTRUDE A BLOEMER							1		1	0
ED-531-1	433 N ONTARIO ST	DALE E & MARGARET A PEROCK	1								1	0
ED-533	430 N ERIE ST	KEITH & KAREN MERKATORIS			2				1		3	0
ED-534	436 N ERIE ST	JEAN A WEAVER			2						2	0
ED-538	527 N ONTARIO ST	NEAL D SANNES	2								2	0
ED-539	521 N ONTARIO ST	CYNTHIA L JACK	1								1	0
ED-547	526 N ERIE ST	JENNIFER R CLASSON			1						1	0
ED-551	907 FULTON ST	AMANDA A READMAN	2		2						4	0
ED-552	602 N ERIE ST	ANDREW M & CHRISTINA L DEKEUSTER	2								2	0
ED-562	528 N WASHINGTON ST	ANNA K JOHNSEN	1								1	0
ED-562-1	604 N WASHINGTON ST	DAVID J & STEPHANIE A PEKAH	3								3	0
ED-562-4	618 N WASHINGTON ST	RYAN J & TIFFANY I KRAFT			2						2	0
ED-563	619 N ADAMS ST	DANIEL P VAN DE HEI	1								1	0
ED-563-1	525 N ADAMS ST	BARBARA A SMITS			1						1	0
ED-565	600 N ADAMS ST	JACOB P & JENEE L VIEAU		1							0	1
ED-570	625 N ERIE ST	ANTHONY J LANZ	5								5	0
ED-571	631 N ERIE ST	PATRICK J & DEBRA A MOONEY	1								1	0
ED-572	635 N ERIE ST	KENNETH L CLARK			2						2	0
ED-573	624 N ERIE ST	ERIC S KORDES	2								2	0
ED-577	635 N ONTARIO ST	MICHAEL J PROCK III			1						1	0
ED-582-N-1	1120 RIDGEWAY BL	JAMES E & JUDITH G KNEISZEL			1						1	0
ED-582-N-10	712 N WASHINGTON ST	DOUGLAS M & MELISSA K WOLF	8								8	0
ED-582-N-14	702 N WASHINGTON ST	PATRICK G & TRACY A SCHRADER			1						1	0
ED-582-N-16	1302 RIDGEWAY BL	GINA C RAO			1						1	0
ED-582-N-19	1320 RIDGEWAY BL	ROBERT P & KATHLEEN M JOHNSON	1		3						4	0
ED-582-N-2	1114 RIDGEWAY BL	DOUGLAS J & MICHAEL T WEAS	8		1						9	0
ED-582-N-22	706 N ADAMS ST	CURT BEILKE			4						4	0
ED-582-N-24	702 N ADAMS ST	THOMAS J & DEBRA A SCHULTZ			1						1	0
ED-582-N-26	RIDGEWAY BL	GEORGE K & JUDITH M CORNELL			1						1	0
ED-582-N-28	1336 RIDGEWAY BL	ADAM G SANCHEZ			4						4	0
ED-582-N-31	711 N WEBSTER AV	MARILYN ANTKOWIAK			3						3	0
ED-582-N-32	701 N WEBSTER AV	MARK J ROZMARYNOSKI	1		1						2	0
ED-582-N-5	703 N WASHINGTON ST	DEAN D J CHAMPEAU			1						1	0
ED-582-N-6	1202 RIDGEWAY BL	BREANNA A REED	4								4	0
ED-583	125-127 N WINNEBAGO ST	RONALD J & GAIL M SCHMIDT			1						1	0
ED-585	119-121 N WINNEBAGO ST	VIRGIL R & RANDEAN L KUSSOW			1						1	0
ED-589	1003 GEORGE ST	ROGER H GALLER JR			2						2	0
ED-590	106 N ONTARIO ST	DANIEL J SCHADRIE			1				1		2	0
ED-591	114 N ONTARIO ST	ROY L GEURTS							1		1	0
ED-596	1018 GEORGE ST	DENNIS R HENDRICKS			1						1	0
ED-597	1120 GEORGE ST	BRANDON ENGEBOS			1						1	0
ED-599	114-116 S WASHINGTON ST	BUCKMASTER REVOCABLE LIVING TRUST	4								4	0
ED-6	726 N BROADWAY ST	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	1								1	0
ED-600	120 S WASHINGTON ST	MATTHEW D KEE	3								3	0

CITY OF DE PERE PROJECT 19-05 SIDEWALK, CURB AND CONCRETE PAVEMENT REPAIRS			HORIZONTAL DISPLACEMENT		VERTICAL DISPLACEMENT		PROFILE VAR.	SURFACE IMPERFEC	OTHER		TOTAL PRIVATE	
PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-604	109 S WINNEBAGO ST	KEVIN E PROVENCHER			1						1	0
ED-605	101-103 S WINNEBAGO ST	MICHAEL J & PENNY M KWATERSKI	4		1						5	0
ED-607	100 N WINNEBAGO ST	JENNIFER L MULINIX			1						1	0
ED-608	108 N WINNEBAGO ST	DUANE J & CARMEN Z BASHELL	2		1						3	0
ED-609-1	120 N WINNEBAGO ST	DAVID VANDER BLOOMEN	1								1	0
ED-617	126 S ADAMS ST	BRIAN R & DEBORAH R CUENE			1						1	0
ED-619	133 S WASHINGTON ST	DANIEL M & TERESA L JAUQUET	9		1						10	0
ED-651	116 S WINNEBAGO ST	SUSAN A PETERSON	2		1						3	0
ED-653	126 S WINNEBAGO ST	JENNIFER HALL	2								2	0
ED-654	134 S WINNEBAGO ST	T&L RENTAL PROPERTIES LLC	1		2						3	0
ED-655	133 S ONTARIO ST	JOSHUA S & ERICA A ERRER	7								7	0
ED-657	121 S ONTARIO ST	DENNIS R HENDRICKS	3								3	0
ED-659	107 S ONTARIO ST	STEVEN J ROCKSTROH	2								2	0
ED-660	1002 GEORGE ST	ROBERT L VAN DEURZEN			1						1	0
ED-661	133 S WINNEBAGO ST	ROBERT R & MARY C THORPE	6								6	0
ED-7	420 RIDGEWAY BL	JOHN & JENNIE BOURGUIGNON			1						1	0
ED-751	409 N BROADWAY ST	DEPERE HISTORICAL SOCIETY		1					3		3	1
ED-758	301 N BROADWAY ST	301 NORTH BROADWAY LLC		3							0	3
ED-758-1	300 BLOCK N BROADWAY ST	301 NORTH BROADWAY LLC			2						2	0
ED-766	233 N BROADWAY ST	HEARTLAND AFFORD HOUSING			3						3	0
ED-767-1	131 N BROADWAY ST	MC KIM T & LISA J B BOYD	3								3	0
ED-775	107 N BROADWAY ST	MARC P & PAULA K BRUMMEL	2								2	0
ED-778	100 FRONT ST	LEFEBVRE INVESTMENT CO	2		2						4	0
ED-785	114-116 S BROADWAY ST	DEPERE RETRO LLC	9								9	0
ED-823	150 S WISCONSIN ST	H&M LOMITA LLC			2						2	0
ED-833	101 S BROADWAY ST	KORDES LLC			1						1	0
ED-836	117 N WISCONSIN ST	FIT FAMILY LLC			2						2	0
ED-837	115 N WISCONSIN ST	FIT FAMILY LLC			2						2	0
ED-840	421 GEORGE ST	THE LEE BUILDING CORP			1						1	0
ED-848	116 N BROADWAY ST	SERA K PROPERTIES LLC							3		3	0
ED-850	124 N BROADWAY ST	THE LEE BUILDING CORP							3		3	0
ED-861	230 N BROADWAY ST	SHOPKO			1						1	0
ED-873	400 N BROADWAY ST	JENNIFER L PARINS			2						2	0
ED-875	230 N WISCONSIN ST	SHOPKO	1		1						2	0
ED-878	310 N WISCONSIN ST	SRK REALTY GROUP LLC	2								2	0
ED-880	320 N WISCONSIN ST	PAUL ALGREM	1								1	0
ED-886	206 N WISCONSIN ST	ASSOCIATED BANK LEASING REAL EST MS 8227			4				7		11	0
ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	1		2.5						3.5	0
ED-897	519 GEORGE ST	LFT INVESTMENTS LLC		1	2						2	1
ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	1								1	0
ED-907	518-522 GEORGE ST	BELLA NOVA LLC			1						1	0
ED-914	135 S WISCONSIN ST	SAINT FRANCIS XAVIER CONGREGATION	4								4	0
ED-915	127 S WISCONSIN ST	STECK LLC			1						1	0
ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC			3						3	0
ED-953	120 S SUPERIOR ST	SAMUEL J SCHAEZT & ERIN M OLSEN			1						1	0
ED-955	132 S SUPERIOR ST	BRUCE A & MARGARET R MULLER	1								1	0
ED-957	121 S MICHIGAN ST	AMERITECH TAX GROUP	5	2	1						6	2

CITY OF DE PERE PROJECT 19-05 SIDEWALK, CURB AND CONCRETE PAVEMENT REPAIRS			HORIZONTAL DISPLACEMENT		VERTICAL DISPLACEMENT		PROFILE VAR.	SURFACE IMPERFEC	OTHER		TOTAL PRIVATE	
PARCELID	LOCATION	OWNMAIL1	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')	4" Panels (5'x5')	6" Panels (5'x5')
ED-961	600-604 GEORGE ST	GREGORY J CORNELL	2		1						3	0
ED-962	133 N SUPERIOR ST	ROY L GEURTS							2		2	0
ED-966	623 GEORGE ST	DECLERNE ZELLNER LLC			2						2	0
ED-967	615-617 GEORGE ST	DANEN PROPERTIES LLC			1						1	0
ED-969	108 N MICHIGAN ST	CLIFFORD U & FLORENCE HANNON							3		3	0
ED-971	120 N MICHIGAN ST	PATRICIA LYON LLC			1						1	0
ED-972	600 JAMES ST	PREMIER RE MGMT LLC		2	2						2	2
ED-973	233 N SUPERIOR ST	DONALD R & CATHERINE M FORD	12								12	0
ED-974	227 N SUPERIOR ST	MICHAEL T & PENNY K GEBELEIN			1				3		4	0
ED-975	221 N SUPERIOR ST	PATRICK J & ROBERT J AUSTIN JR			1						1	0
ED-977	209 N SUPERIOR ST	PEGGY A & MARY J VANRIXEL							2		2	0
ED-978	621 JAMES ST	CHARLES J & KAREN M HOCKERS	14								14	0
ED-979	605 JAMES ST	DEBRA L MLEZIVA			4						4	0
ED-980	208 N MICHIGAN ST	ANTHONY D BAKER							2		2	0
ED-981	214 N MICHIGAN ST	DEAN A KUMBALEK & DEIRDRE K FLYNN			1						1	0
ED-982	220 N MICHIGAN ST	JAMES & ALISON THOMPSON			1						1	0
ED-983	222 N MICHIGAN ST	JAMES BLOCK			2						2	0
ED-984	232 N MICHIGAN ST	JANET A OSWALD	1		1						2	0
ED-985	423 N SUPERIOR ST	RON NOHRE			2						2	0
ED-986	603 WILLIAM ST	WILLIAM G & ERICA L VAN KIRK	3		1						4	0
ED-990	233 N HURON ST	MICHAEL T SPREDEMAN	1						3		4	0
ED-995	721 JAMES ST	JON J VANDENBOOMEN	1								1	0
ED-998	214 N SUPERIOR ST	GEORGE C LUCIA	1								1	0
ED-999	220 N SUPERIOR ST	DIANE M HUNTLEY	1		2						3	0

2019 Preliminary Assessments

Parcel ID	Address	Amount
ED-1435-42	1021 FRANKLIN ST	\$8,552.25
ED-1435-56	1116 FRANKLIN ST	\$7,285.25
ED-1435-73	1311 GEORGE ST	\$6,968.50
ED-1435-74	1305 GEORGE ST	\$5,068.00
ED-476	448 N MICHIGAN ST	\$4,751.25
ED-978	621 JAMES ST	\$4,434.50
ED-477	428 N SUPERIOR ST	\$3,801.00
ED-973	233 N SUPERIOR ST	\$3,801.00
ED-886	206 N WISCONSIN ST	\$3,484.25
ED-3002	1015-1 N BROADWAY ST	\$3,181.00
ED-619	133 S WASHINGTON ST	\$3,167.50
ED-124-H-9	902 RIDGEWAY BL	\$2,850.75
ED-28-1	1106 RIDGEWAY BL	\$2,850.75
ED-582-N-2	1114 RIDGEWAY BL	\$2,850.75
ED-785	114-116 S BROADWAY ST	\$2,850.75
ED-957	121 S MICHIGAN ST	\$2,547.50
ED-1250	612 RANDALL AV	\$2,540.75
ED-582-N-10	712 N WASHINGTON ST	\$2,534.00
EIGHT	PROPERTIES TIED	\$2,217.25

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

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-65 Approving Intermunicipal Agreement for Reciprocal Aid Including Sharing of Equipment and Services.

The Board of Public Works at the June 10, 2019 meeting approved the Intermunicipal Agreement for Reciprocal Aid and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The Brown County Public Works Association (BCPWA) consists of public works directors throughout Brown County who meet on a regular basis to discuss various public works issues. The BCPWA has been working on developing an intermunicipal agreement which would allow sharing of equipment or personnel. (See attached) Each community's attorneys have reviewed the agreement.

Staff recommends approving the agreement.

ATTACHMENTS:

- Reso19-65 (DOCX)
- Intermunicipal Agreement for Reciprocal Aid - Final - 6-4-19 (DOCX)

RESOLUTION #19-65

APPROVING INTERMUNICIPAL AGREEMENT FOR RECIPROCAL AID
INCLUDING SHARING OF EQUIPMENT AND SERVICES

WHEREAS, Wis. Stats. §66.0301, authorizes intergovernmental agreements between municipalities for the receipt or furnishing of reciprocal aid; and

WHEREAS, a need has been determined in the City of De Pere, as well as in other neighboring communities also participating in the Brown County Public Works Association, to establish a formal agreement to facilitate an occasional request for assistance from another municipality regarding the use of equipment, services, personnel or any combination thereof; and

WHEREAS, these communities believe it is in their individual and mutual best interest to enter into an intermunicipal agreement to address sporadic, temporary or spontaneous sharing of equipment or personnel to foster intergovernmental cooperation between the communities; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are hereby authorized and directed to execute the Intermunicipal Agreement for Reciprocal Aid Including Sharing of Equipment and Services attached and incorporated herein as Exhibit A, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

Resolution #19-65
Page 2 of 2

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 18th day of
June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-65 (8401 : Reso #19-65 Approving Intermunicipal Agreement for Reciprocal Aid)

**INTERMUNICIPAL AGREEMENT
FOR RECIPROCAL AID
INCLUDING SHARING OF EQUIPMENT AND SERVICES**

This Agreement is made this _____ day of _____, 20____ by and between the parties signatory to this agreement being municipalities of the State of Wisconsin as defined by Wis. Stat. §66.0301 and individually referred to herein as “party” and collectively “parties”.

WHEREAS, the parties each have and maintain various departments within their respective jurisdictions that have and use multiple types of equipment and personnel trained in the use of such equipment; and

WHEREAS, from time to time it may become necessary for one party to request assistance from another party for the use of such equipment, provision of such services, personnel or combination thereof (hereafter collectively “reciprocal aid” or “aid”); and

WHEREAS, Wis. Stat. §66.0301, authorizes intergovernmental agreements between municipalities for the receipt or furnishing of reciprocal aid.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the above parties agree as follows:

A. PROVISION OF RECIPROCAL AID

From time to time, each party shall furnish reciprocal aid when deemed necessary, for the purpose of assisting the requesting party within its territorial jurisdiction, under the terms and conditions provided in this Agreement. It is the intent of this Agreement to address sporadic, temporary, and at times, spontaneous sharing of equipment or personnel. As such, the parties agree any agreement regarding reimbursement for providing such aid shall be addressed

by separate agreement either in existence at the time this Agreement, or entered in the future.

The parties acknowledge agree that the provisions set forth in this Agreement shall not supersede any existing agreements between the parties unless specifically identified herein.

B. REQUEST AND PROVISION OF AID

Requests for, and assents to, aid shall be made by and to the official in charge of the department with jurisdiction over the equipment and/or personnel their respective designee.

Reciprocal aid shall be furnished on the following conditions:

1. Upon receiving a request for reciprocal aid, the designated official in charge of the requested equipment and/or personnel shall make a good-faith decision whether such resources can be temporarily deployed without significant disruption to Owner's operations. If deployment of aid is feasible, then the aid shall be provided as specified in this Agreement. The official or designee may subsequently withdraw the deployed aid when warranted by occurrences in the Owner's jurisdiction.
2. The party receiving aid shall hold harmless, defend and indemnify the party providing aid from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the aid provided, the failure to furnish adequate services to the requesting party, whether such failure arises from the Owner's failure or refusal to respond to a request for aid, or from the recall of previously deployed aid provided or to be provided under this Agreement, except as otherwise provided herein. This obligation shall survive the termination of this Agreement.

3. Each party, as receiving party, agrees to hold harmless, defend and indemnify the providing party from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the provision of aid upon a request for reciprocal aid under this Agreement or upon a request for assistance with non-reciprocal equipment and/or personnel, whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the providing party's intentional tort, malicious act or willful act. This obligation shall survive the termination of this Agreement.
4. Notwithstanding any other provision of this agreement, nothing contained herein is intended to waive or estop either party or their insurers to rely upon the limitations, defenses and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.
5. In the event one party receives notice of claim relating in any way to the subject matter of this Agreement, such party shall promptly notify the other party(ies) in writing of such claim.
6. While performing duties under this Agreement outside the jurisdiction of the providing municipality, personnel shall remain employees of the providing party, and shall not be considered employees of the party requesting aid. The

parties agree that their respective personnel performing duties under this Agreement in the jurisdiction of the other party shall be subject to the general supervision and direction of the requesting party during the period aid is being given.

7. The receiving party agrees that if equipment is damaged except for normal wear and tear at any time while in the custody and control of the requesting party, regardless of cause, it will be repaired or replaced by the owner(providing party) at the requesting party's expense as soon as practicable and at no cost to the providing party(owner). Repairs shall only be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the providing party shall be entitled to payment from the requesting party in an amount equal to the depreciated value of the equipment immediately prior to the same being damaged beyond repair, as determined by an independent appraiser or upon agreement of the parties.
8. **Termination.** Either party may terminate this Agreement upon a material breach of the provisions hereof by the other party, upon ten (10) days written notice to cure being provided to the breaching party. A material breach shall be defined as a breach that strikes so deeply at the heart of the contract that it renders the Agreement "irreparably broken" and defeats the purpose of the making of the contract in the first place. If the breaching party fails to cure the breach within the specified period or any reasonable extension thereof upon agreement of the parties, then the non-breaching party may terminate this Agreement forthwith. In addition, either party may terminate this Agreement

without cause upon thirty (30) days written notice to the other party. Notices under this Agreement shall be in writing and served on the City Clerk by registered mail, return receipt requested, or by personal service.

9. **Status of Parties to Agreement.** In the performance of this Agreement, the parties to this Agreement shall be considered to be independent contractors and shall have no other relationship whatsoever under this Agreement. Nothing in this Agreement shall be construed to provide or grant jurisdiction to either party over the personnel of the other party, excepting direction of activities for the equipment and personnel provided hereunder.

C. NO ASSIGNMENT.

This Agreement shall bind the parties and their respective successors by operation of law but shall not be otherwise assignable by either without the written consent of the other.

D. TERM.

This Agreement shall be in force and effect from the date first stated above until termination is provided herein.

E. NO DISCRIMINATION.

During the term of this Agreement, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

F. CONTROLLING LAW.

This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

G. ENTIRE AGREEMENT.

This Agreement constitutes the parties' complete agreement and may only be modified, amended, or added after the date this Agreement by a written instrument executed by both parties, except as otherwise provided herein.

H. SEVERABILITY.

If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

I. COUNTERPARTS.

This agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Brown County, Wisconsin on the date first stated above.

Municipality: _____ by:

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Official of the above is authorized to enter into this
binding agreement

CITY OF DE PERE by:

By: _____

By: _____

Approved as to form:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

The Board of Public Works at the June 10, 2019 meeting approved the Compliance Maintenance Annual Report for Wastewater Collection System for the Wisconsin Department of Natural Resources and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-66 (DOCX)
- 2019 0610 CI_BOPW_Consider_CMAR (PDF)
- De Pere CMAR (PDF)

RESOLUTION #19-66

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires that the City of De Pere, as the owner of a wastewater collection system, prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the attached Compliance Maintenance Annual Report for the reporting year 2018 and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby has reviewed and approves submittal of the Compliance Maintenance Annual Report to the State Wisconsin Department of Natural Resources.

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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 10, 2019

RE: **Consider Compliance Maintenance Annual Report for Wastewater Collection System***

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

Financial Management

1. Provider of Financial Information

Name:

Joe Zegers

Telephone:

(920) 339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

jzegers@mail.de-pere.org

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2018

● 0-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2018

● 1-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 150,000.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 150,000.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Lining	266000	2019
2	Sewer and Manhole Repair	200000	2019
3	Sewer Relay	125000	2019
4	Sewer Relay for Street Reconstruction	50000	2019
5	Sewer Lining	266000	2020
6	Sewer and Manhole Repair	200000	2020
7	Manhole Rehabilitation	100000	2020
8	Manhole Rehabilitation	100000	2021
9	Sewer Lining	266000	2021
10	Sewer and Manhole Repair	200000	2021

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 0

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 **2018**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	0	
September	0	
October	0	
November	0	
December	0	
Total	0	0
Average	0	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No☐ Yes

Year:

By Whom:

Describe and Comment:

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
The City did not have any lift stations in 2018.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewers in areas of street improvements, including sanitary laterals in the right of way. Identify sewers in easements, alleys, and street resurfacing for lining.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☐ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/18/2007

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☐ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	20	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	20	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

39.2	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
3	Number of basement backup occurrences
30	Number of complaints
3.967	Average daily flow in MGD (if available)
5.114	Peak monthly flow in MGD (if available)
5.462	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

NaN	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.28	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
1.4	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

The City experiences high flows in some of the older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

Compliance Maintenance Annual Report

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De Pere, City

Last Updated: Reporting For:
6/6/2019 **2018**

- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No changes

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to rehabilitate the system through relay and lining of sewer main and sewer laterals in the right of way.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 **2018**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)

Compliance Maintenance Annual Report

1.21.c

De Pere, City

Last Updated: Reporting For:
6/6/2019 2018

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Attachment: De Pere CMAR (8406 : Reso #19-66 Approving Compliance Maintenance Annual Report for Wastewater Collection System.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-67 Authorizing Master Agreement with Wisconsin Public Service (License Agreement for Pole Use).

The Board of Public Works at the June 10, 2019 meeting approved the proposed location of the north property line of 935 N. Broadway Street for Wisconsin Public Service Electric Meter for a Radar Speed Display Sign and moved to send it to Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-67 (DOCX)
- Exhibit 1 - Master Agreement (City of De Pere) (PDF)
- 2019 0610 CI_BOPW_New_Electrical_Meter (PDF)
- 2019 0509 CI_Location_Options (PDF)

RESOLUTION #19-67

AUTHORIZING MASTER AGREEMENT WITH WISCONSIN PUBLIC SERVICE
(License Agreement for Pole Use)

WHEREAS, the City wishes to utilize a pole owned by Wisconsin Public Service (WPS) in City right-of-way in order to place a radar activated vehicle speed sign ; and

WHEREAS, WPS is willing to allow city to locate said sign on its pole, subject to the terms and conditions of its Master Agreement, attached and incorporated as Exhibit 1; and

WHEREAS, the placement of this radar activated speed sign at the location identified has been reviewed and approved by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such Master Agreement (Exhibit 1), 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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-67 (8407 : Reso #19-67 Authorizing Master Agreement w/WPS (License Agreement for Pole Use).)

MASTER AGREEMENT

THIS AGREEMENT is made this 11th day of June, 2019, ('Effective Date') by and between Wisconsin Public Service Corporation, a Wisconsin corporation, having its principal office at 700 North Adams Street, Green Bay, Wisconsin 54301 ("Licensor") and , a , having its principal office at ("Licensee").

WITNESSETH:

WHEREAS the Licensee, desires to place speed tracking devices ("facilities") and use certain poles owned by the Licensor to which they will attach their facilities; and

WHEREAS Licensor desires to maintain good relations with the Licensee and make available certain of its poles to the Licensee; and

WHEREAS both parties have determined it is in their best interests to allow the use of Licensor's poles as above described under the conditions described in this Master Agreement,

NOW THEREFORE, the parties agree as follows:

Licensor enables the Licensee, subject to the terms and conditions hereinafter set forth, to use a certain pole or certain poles of the Licensor for the purpose of attaching its facilities at such locations and such a manner as may from time to time be requested by the Licensee and approved by the Licensor, which approval shall be evidenced by a print marked Exhibit "A", executed by the parties hereto and showing the date of such approval, the pole numbers and the location of such poles. Such prints shall be attached hereto, and made a part hereof and identified by number. The Licensee agrees that its facilities and its use of the pole of poles described in the Exhibit "A" shall be at its, the Licensee's, own risk and at its own cost and expense, and shall be in conformity with the National Electrical Safety Code (NESC) including any amendments thereto.

ARTICLE I

Attachments to Poles

Before attachments are made by Licensee, Licensor will inspect each pole and rearrange or replace its facilities as it deems is required in order to provide space for the Licensee at the expense (including the net cost of pole replacement) of the Licensee. The Licensee shall pay for all rearrangements and net replacement cost incurred by the Licensor prior to attachment by the Licensee. Licensee may also be liable for costs incurred by other licensees for rearranging their facilities. The costs referred to in this agreement shall be Licensor's fully loaded costs, as derived from their normal accounting and costing procedures.

In consideration of being permitted to occupy space or place a burden on Licensor's Poles with its Attachment, Licensee shall pay Licensor an Annual Pole Attachment Rental Fee of \$25 for each pole attachment.

- 2 -

ARTICLE II

Maintenance of Attachments

(a) The Licensee or its agent agrees to make and maintain all attachments upon said poles in a proper, safe and workmanlike manner and in accordance with requirements of the National Electrical Safety Code (NESC).

(b) Whenever a pole to which Licensee has attached facilities is replaced, Licensee shall transfer its facilities at its expense, within 10 days after notice that the pole has been replaced. Whenever such a pole must be of a size larger than that normally required at that location due solely to the requirement of Licensee, Licensee shall pay the incremental cost of such additional pole size, as determined by Licensor, within 10 days of the pole replacement in order to continue to maintain an attachment at that location.

(c) Any strengthening of poles through the use of guying, required to accommodate the attachments of Licensee, shall be provided by and at the expense of Licensee and to the satisfaction of all other occupants of the poles.

ARTICLE III

Right-of-Way for Licensee's Attachments

Nothing herein contained shall be construed as a guarantee or permission from owners of private property or other authorities, to the Licensee to use said facilities, and upon notice that objection is made by such owners or authorities to such use, the Licensor may immediately declare the Exhibit "A" cancelled, and thereupon the Licensee shall remove all attachments and cease to use any or all said facilities.

ARTICLE IV

Hazards to Personnel

Licensee knows that Licensor is engaged in transmitting electric current and will warn its employees or its agent not to touch, move, manipulate or tamper with any attachments of Licensor. Licensee's employees or its agent may access poles to make and maintain attachments, but shall not access the poles where any defective condition is observable until Licensor has been notified and Licensor has made an inspection. Licensee's employees shall not climb Licensor's poles.

ARTICLE V

Liability and Damages

- 3 -

(a) Licensee shall indemnify, protect, defend and save harmless the Licensor, its agents, employees and servants from and against any and all damages on account of damage to property, injury to or death to persons arising either directly or indirectly out of the erection, maintenance, repair, presence, use or removal of said attachments of Licensee.

(b) Licensee further agrees to indemnify, hold harmless and provide a defense for the Licensor, its agents, employees of servants from any and all damages, expenses or costs including attorney's fees as the result of property damage or any injury or death from any cause of Licensee or any of Licensee's employees and/or supervisors as a result of any occurrence arising out of the performance or nonperformance of any work or obligation undertaken by Licensee pursuant to this permit.

(c) The indemnities hereby furnished to the Licensor are meant to indemnify and hold the Licensor harmless and provide a defense for and pay any judgment rendered against the Licensor, its agents, servants and employees as a result of any occurrence related either directly or indirectly to the erection, maintenance, repair, presence, and the use or removal of Licensee's attachments. The indemnities further include liabilities incurred as a result of the negligence of Licensor, its employees or agents, as relates to facilities.

(d) At all times during which this Agreement is in effect, Licensee shall carry and keep in effect at its expense, the following types of insurance: Worker's compensation and comprehensive general liability. The comprehensive general liability shall have a contractual liability endorsement. The following are mandatory minimum requirements as to the limits of liability; bodily injury \$1,000,000 each person, \$1,000,000 each occurrence, property damage \$1,000,000 each occurrence and \$1,000,000 aggregate applicable to each policy year. Licensor shall be listed additional insured under Licensee's comprehensive general liability policy. All policies of insurance shall provide that they will not be cancelled by the insurance company or Licensee without at least ten days' written notice of such cancellation being given to the Licensor. A certificate of insurance shall be approved by the Licensor before the Licensee starts work, and the Licensee shall deliver a renewal certificate of insurance to the Licensor at least ten days prior to the expiration date of the insurance.

ARTICLE VI

Existing Rights of Other Parties

Nothing in this Agreement shall be construed as affecting the rights or privileges previously conferred by Licensor on others not parties to this Agreement including rights to use any poles or pole space; and Licensor shall have the right to continue and extend such rights or privileges. The license herein granted shall at all times be subject to such contracts and arrangements.

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ARTICLE VII**Assignment of Rights**

The rights hereby granted the Licensee are personal to it and cannot be assigned, transferred, or sublet without the consent in writing of the Licensor.

ARTICLE VIII**Waiver of Terms and Conditions**

Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions.

ARTICLE IX**Rights of Licensee**

(a) No use under this Agreement however extended, of Licensor's poles shall create or vest in Licensee any ownership or property rights in said poles but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than that demanded by its own service.

(b) Should Licensee fail to comply with any provision of this Agreement or fail to remove its attachments on the termination of the Agreement, Licensor shall have the continuing right to immediately remove Licensee's attachments from Licensor's poles and charge Licensee the cost of such removal. Waiver of any default hereunder by the Licensor shall not act to waive or excuse any subsequent default by Licensee.

(c) If at any time in the judgment of the Licensor, Licensee's attachments result in an impairment or hazard to Licensor's operation, maintenance or construction activities, Licensor may terminate this Agreement upon 60 days' written notice.

ARTICLE X**Term of Agreement**

This Agreement, unless otherwise terminated as is herein provided shall continue in force until terminated by either party hereto giving to the other party sixty (60) days' previous written notice of its intention to terminate the same.

- 5 -

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers authorized so to do the day and year first above written.

WITNESS:

(LICENSOR)

_____ By: _____

Title:

WITNESS:

(LICENSEE)

_____ By: _____

Title:

- 6 -

EXHIBIT "A"

Following is a list of poles with authorized attachments in addition to those included in the Master Agreement:

See picture and description below for attachment detail:

Description:
Weight:
Size:
Wattage:
Attachment Method:
Attachment Duration:

See attached map for all pole attachment locations.

These attachments are subject to all terms and conditions of the Master Agreement

Rental Charge = \$25.00

Date of Approval: _____

(LICENSOR)

By: _____

Title: Senior Standards Engineer & Shared Facilities Leader

(LICENSEE)

By: _____

Title:

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: June 10, 2019

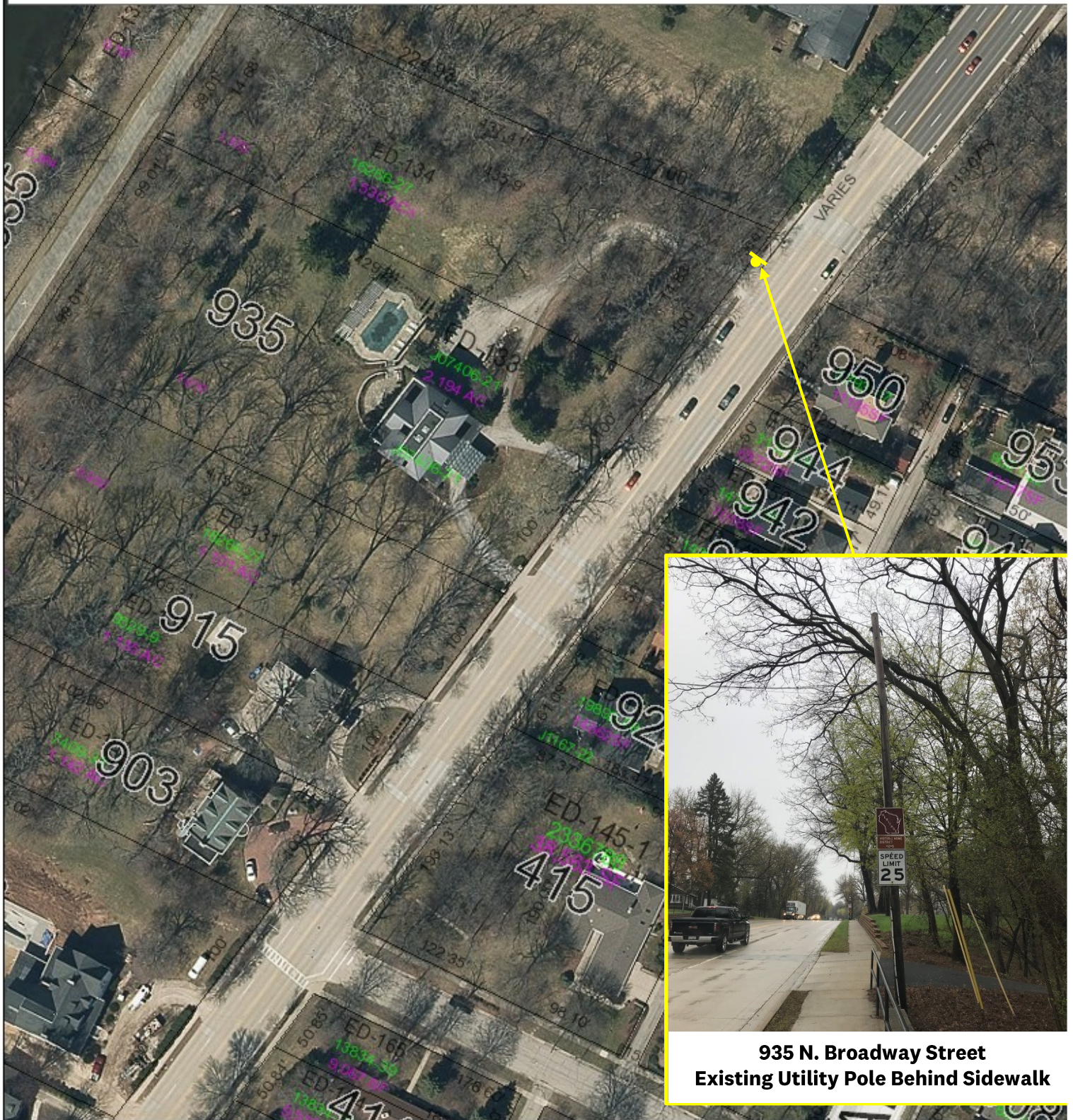
RE: **Consider Location for Wisconsin Public Service Electric Meter for Radar Speed Display Sign***

The De Pere Police Department recently received \$3,000 in funding for a new radar speed feedback sign. These signs are similar to the speed feedback signs mounted for either direction on the Claude Allouez Bridge. The proposed location for the new sign is near the north property line for 935 N. Broadway Street for southbound traffic. This is the approximate location of the change in speed limit from 35 mph to 25 mph. A map of the proposed location is attached.

A new electrical meter and service needs to be installed at this location by Wisconsin Public Service to power the proposed sign. After speaking with the sign manufacturers, it was determined that a solar powered version will not work at this location due to the dense tree canopy that would block sun reaching the solar panels. The new meter would incur a monthly meter charge.

Staff recommends approving the radar speed feedback sign location and proposed meter. After approval, staff will work towards ordering the sign, coordinating the meter installation and then installing the sign on N. Broadway Street.

Radar Speed Display Sign Location



**935 N. Broadway Street
Existing Utility Pole Behind Sidewalk**



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

05/09/2019

Scale 1 inch = 100 feet

Packet Pg. 174



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-68 Approving Participation in the Green Tier Legacy Community Program.

The Sustainability Commission at the June 11, 2019 meeting approved the Green Tier Legacy resolution and moved to send it to the Common Council for approval. The motion passed with a 6-0 vote.

At the March 12, 2019 meeting, Weston Wegener of the DNR presented to the commission the Green Tier Legacy program. In order to become members of this program, the City needs to adopt the attached resolution.

Staff recommends adopting the resolution.

ATTACHMENTS:

- Reso19-68 (DOCX)

RESOLUTION #19-68

APPROVING PARTICIPATION IN THE GREEN TIER LEGACY COMMUNITY PROGRAM

WHEREAS, the Wisconsin Department of Natural Resources, in partnership with the League of Wisconsin Municipalities, 1,000 Friends of Wisconsin, Wisconsin Energy Conservation Corporation, Center on Wisconsin Strategy, Wisconsin Counties Association and the cities of Appleton, Bayfield, Fitchburg, Middleton, Ashland, Monona, Eau Claire, Bayside, Port Washington, Sheboygan, La Crosse and the Village of Weston have created Legacy Communities- a Green Tier Charter with goals of:

1. To assist municipalities in achieving superior environmental performance in one or both of the following two areas: (1) water resource management; (2) sustainability practices; and goals relating to economic development, public health and social equity; and to recognize their efforts and progress;
2. To improve the quality of life and economic vitality of communities;
3. To help municipalities and the Wisconsin Department of Natural Resources (DNR) address wastewater, stormwater, drinking water, wetlands and other water issues in a holistic, watershed-based manner;
4. To assist municipalities in preparing, implementing, and improving an overall watershed plan(s) that integrates the municipality's full range of water resources issues;
5. To assist municipalities in preparing, implementing and improving over time a sustainability plan that reduces a municipality's impact on the environment;
6. To facilitate access to state and federal funding for projects and activities related to achieving the purposes of this charter, such as energy efficiency, renewable energy, greenhouse gas reductions, comprehensive planning, transportation policies, and integrated planning for wastewater treatment, storm water treatment and management; and drinking water;
7. To realize taxpayer savings through reduced municipal expenditures on motor vehicles fuels and energy resulting from efficient development patterns;
8. To help municipalities comply with various water regulations in a more efficient, cost effective and flexible manner;
9. To achieve other demonstrable and measurable environmental improvements beyond what is required by local, state, or federal law; and

WHEREAS, the City of De Pere has been invited to join in this voluntary program, and the City's Sustainability Commission, upon review of said goals, believes the City's participation will enhance the City's ongoing commitments to sustainability, and

WHEREAS, the Common Council believes the City will benefit from a partnership with the Green Tier Legacy Communities Program by receiving positive recognition, gaining access to a DNR staff liaison and their resource team, receiving prioritization in applying for certain grants and streamlining in certain DNR permitting processes, and

WHEREAS, by adopting this resolution the City of De Pere agrees to: sign and hold to the Green Tier Charter for Legacy Communities; participate in quarterly meetings, networks and share information with our public and with other communities in the program; and provide an annual report outlining the progress in the City's goals, baselines and sustainability plans.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere declares itself a signator to the Green Tier Charter for Legacy Communities and authorizes the Mayor and City Clerk to execute the necessary documents on behalf of the Council.

BE IT FURTHER RESOLVED THAT:

The Sustainability Commission, with support of City staff, is directed to assist with meeting the Charter goals and to submit an annual report to the Organizational Signatories.

BE IT FURTHER RESOLVED THAT:

The City Clerk is hereby directed to send a copy of this resolution to the Wisconsin DNR and the Legacy Communities Green Tier Steering Committee.

Resolution #19-68

Page 3 of 3

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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-68 (8410 : Reso #19-68 mmendation from Sustainability Comm to approve Green Tier Legacy Resolution)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-69 Authorizing Agreement for Consulting Services Between the City of De Pere and Tweet-Garot Mechanical, Inc. (Fire Department Station 1 Boiler Replacement Design and Construction Management).

The Board of Public Works at the June 10, 2019 meeting approved the Request for Proposal for Fire Department Station 1 boiler replacement design and construction management with Tweet Garot Mechanical for \$8,900.00 and moved to send it to the Common Council for approval. The motion passed 5-0.

ATTACHMENTS:

- Reso19-69 (DOCX)
- Consultant Agreement-Tweet-Garot(FD1 Boiler Replacement)6-19-106-001-19(PDF)
- Exhibit A-RFP (PDF)
- Exhibit B-Tweet Garot Mechanical Proposal (PDF)
- MEMO Proposal for Design for Fire Station 1 Boiler Replacement Memo (PDF)
- Rappette Engineering LLC Proposal (PDF)

RESOLUTION #19-69

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
 BETWEEN THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.
 (Fire Department Station 1 Boiler Replacement Design and Construction Management)

WHEREAS, the City is in need of contracting with a firm to provide design and construction management services for replacement of two boilers and an upgrade of the pneumatic control system at Fire Department Station 1; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

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 18th day of June,
 2019.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Carey E. Danen, City Clerk

Ayes: _____
 Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND TWEET-GAROT MECHANICAL, INC.
(Fire Department Station 1 Boiler Replacement Design and Construction Management)**

THIS AGREEMENT made and entered into on this ____ day of _____, 2019, by and between the City of De Pere, Wisconsin ("City") and Tweet-Garot Mechanical, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of design services for the replacement of two boilers and upgrade of the pneumatic control system for the HVAC system located at Fire Department Station 1, as well as construction management services for installation of the system prior to August 21, 2020; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between 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 the services as 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 shall provide Consultant with necessary information, including but not limited to the current building plans, in order to spec the proper replacement boilers and controls. The City will bid the project, insert technical specifications into the bid documents and provide other necessary components to the bid documents. The City will pay for all permitting fees associated with the project.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of each Project Phase (Design Phase and Construction Phase). Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Tweet-Garot Mechanical, Inc.
Attention: Greg Wierzba
325 Reid Street
De Pere, WI 54115-2130

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

TWEET-GAROT MECHANICAL, INC.**CITY OF DE PERE**

By:

By:

Print Name:

Michael J. Walsh, Mayor

Title:

Print Name:

Carey E. Danen, City Clerk

Title: _____

J:\Law\Agreements\2019\Consultant Agreement-Tweet Garot Mechanical (FD1 Boiler Replacement)6-19-106-001-19.docx

Request for Proposals For Fire Department Station 1 Boiler Replacement Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management in replacing the two Boilers and Control system for Fire Department Station 1.

Your proposal must be submitted to our office at the Municipal Service Center, 925 South Sixth Street, De Pere, WI 54115 by Friday, May 24, 2019 at 10:00 A.M. Proposals can be submitted either by paper copy or via email to Thomas Blohowiak at tblohowiak@mail.de-pere.org

BACKGROUND INFORMATION:

The Fire Department Station 1 has two boilers for heating the building. The boilers are aging and in need of replacement. The Heating Ventilation Air Conditioning (HVAC) System is managed by Pneumatic controls that are aging and also an inefficient system. The City of De Pere would like to upgrade the controls and the two units with a more efficient heating source.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Complete a design of the replacement of the two boilers located at the Fire Department Station 1.
 - Design shall be compliant with all local and state regulations.
 - Design to accommodate the installation and upgrade of the boiler system not limited to, but also include items listed below.
 - New high efficiency sealed combustion boilers (Cascade control between boilers)
 - Condensate neutralizers for boiler condensate
 - New boiler pumps
 - New boiler venting
 - New fresh air ducted directly to boilers
 - New wye strainers for boilers
 - New bladder style expansion tank (not diaphragm style tank)
 - New air separator
 - Chemical pot feeder with pump include 12 filters for replacement
 - Hot water system treatment
 - Flush system
 - Clean system with a cleaner
 - Flush System to water chemistry that is coming into the building

- Treat system to boiler manufactures requirements
- Start Up Reports
 - Factory start up report
 - Hot water system balance report
- Warranty letter
- Design the upgrade for the Pneumatic Control system to Digital controls for the entire HVAC System.
- Provide detailed plans and details for the replacement of the boiler system.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Provide construction management services for the installation of the boiler system and control system.
 - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of Fire Department Station 1 Boilers and Control System prior to August 21, 2020.

Meetings

The consultant should include:

- Design Phase
 - Kickoff meeting with City staff, including review of the project site.
 - Final design meeting.
- Construction Management
 - Initial site visit and project kick off meeting with contractor.
 - Periodic site visits during installation.
 - Final meeting and inspection of the Boilers and Control system for Fire Department Station 1.

The Proposed Fee Schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

A sample consultant agreement is attached.

SCHEDULING:

The proposals will be taken to the Board of Public Works on June 10, 2019 and Common Council on June 18, 2019. We anticipate the design to be completed by October 2019, with bidding of the project to be completed in November 2019, and installation to be completed by August 21, 2020.

INSURANCE:

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

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

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. This project will be paid in two lump sum payments by Project Phase (Design Phase and Construction Phase) Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

FEE:

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

DELIVERY:

The deliverables for this project include the following:

1. Provide project plans for boiler replacement in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11"x17" .pdf plan set.
2. Provide technical specifications in a word document for bidding of the Boilers and Control

- system for Fire Department Station 1.
3. Provide bid items, quantities, summary of work, and an engineer's estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
 4. Provide all required permits and regulatory approvals for construction of the Boilers and Control system for Fire Department Station 1.
 5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the Boilers and Control system project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

ADDITIONAL INFORMATION:

The City will provide a copy of the current building plans to help spec the proper replacement boilers and controls.

The City will pay for permitting fees associated with the project.

A sample Consultant Agreement is attached. Terms and Conditions of a proposer's Standard Agreement for Service shall not be included into Consultant Agreement absent specific language thereof in the Consultant agreement itself.

For questions, please contact Thomas Blohowiak at 920-339-4072 (EXT 2250), or e-mail at tblohowiak@mail.de-pere.org.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fire Department Station 1 Boiler Replacement – Design Phase (bid items) Fee	
Design Fire Department Station 1 Boiler Replacement	\$
Design Control update to Digital Control	\$
Project Meetings (Two)	\$
Total Design Fee	

Fire Department Station 1 Boiler Replacement – Construction Phase (bid items) Fee			
Description	Unit	Unit price	Amount
Attend Preconstruction Meeting	LS	\$	\$
Review Shop Drawings	LS	\$	\$
Perform Construction Administration (Estimate) 20	HR	\$	\$
Perform Construction Observation (Estimate) 40	HR	\$	\$

Proposed Fee Schedule

Company Name: **Tweet Garot Mechanical**

Company Address: **325 Reid Street**

Company Address: De Pere WI 54115

Company Representative: Greg Wierzba

Signature:



Fire Department Station 1 Boiler Replacement – Design Phase (bid items) Fee	
Design Fire Department Station 1 Boiler Replacement	\$3,850.00
Design Control update to Digital Control	\$3,000.00
Project Meetings (Two)	\$ 650.00
Total Design Fee	\$7,500.00

Fire Department Station 1 Boiler Replacement – Construction Phase (bid items) Fee			
Description	Unit	Unit price	Amount
Attend Preconstruction Meeting	LS	\$	\$450.00
Review Shop Drawings	LS	\$	\$225.00
Perform Construction Administration (Estimate) 20	HR	\$	\$225.00
Perform Construction Observation (Estimate) 40	HR	\$	\$500.00

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: June 10, 2019

RE: **Consider RFP for Fire Department Station 1 Boiler Replacement Design and Construction Management***

The Fire Department Station 1 has two boilers for heating the building. The boilers are aging and in need of replacement. The Heating Ventilation Air Conditioning (HVAC) System is managed by Pneumatic controls that are aging and also an inefficient system. The City of De Pere would like to upgrade the controls and the two boiler units with a more efficient heating source.

The City of De Pere requested quotes from four (4) vendors for this service. The following two quotes were received for consideration.

	<u>Tweet Garot Mechanical</u>	<u>Rappette Engineering LLC</u>
Design Phase Fees	\$7,500.00	\$8,250.00
Construction Phase Fees	\$1,400.00	\$4,655.00
Grand Total	\$8,900.00	\$12,905.00

Attached

1. RFP for Fire Department Station 1 Boiler Replacement Design and Construction Management
2. TweetGarot Mechanical Proposal
3. Rappette Engineering LLC Proposal.

Staff completed reference checks on the vendor with the lowest proposal. Staff is recommending the contract be given to Tweet/Garot the lowest proposal for the service.

Proposed Fee Schedule

Company Name: Rappette Engineering LLC _____

Company Address: 901 Parkview Road, Green Bay Wi. 54313 _____

Company Address: P.O. Box 28494, Green Bay Wi, 54324 _____

Company Representative: Mark Rappette _____

Signature:  _____

Fire Department Station 1 Boiler Replacement – Design Phase (bid items) Fee	
Design Fire Department Station 1 Boiler Replacement	\$4,875.00
Design Control update to Digital Control	\$2,900.00
Project Meetings (Two)	\$475.00
Total Design Fee	\$8,250.00

Fire Department Station 1 Boiler Replacement – Construction Phase (bid items) Fee			
Description	Unit	Unit price	Amount
Attend Preconstruction Meeting 4 hrs	LS	\$95/hr	\$380.00
Review Shop Drawings 6 hrs	LS	\$95/hr	\$570.00
Perform Construction Administration (Estimate) 15 hrs. total	HR	\$95/hr	\$1,425.00
Perform Construction Observation (Estimate) 24 hrs. total	HR	\$95/hr	\$2,280.00



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #19-70 Authorizing Amendment to 2019 City Budget for Additional Facade Improvement Grant Funding.

At their meeting on June 11, 2019, the Finance/Personnel Committee voted 5-0 to recommend approval of the budget amendment to increase the TID #9 Facade Grant program from \$30,000 to \$60,000.

ATTACHMENTS:

- Resol 19-70 (DOC)
- Facade Grant Amendment FP 6-11-19 (PDF)

RESOLUTION #19-70

AUTHORIZING AMENDMENT TO 2019 CITY BUDGET
FOR ADDITIONAL TID FAÇADE IMPROVEMENT GRANT FUNDING

WHEREAS, the Common Council approved the 2019 City Budget on November 20, 2018, which included \$60,000 for the 2019 Façade Improvement Grant Program (\$30,000 for TID #7 and \$30,000 for TID #9), with the expressed intent of considering a budget amendment to increase the funding for this program should property owner interest in utilizing the program warrant an increase; and

WHEREAS, interest in Façade Improvement Grant funding within TID #9 is currently robust, with an \$11,000 grant awarded in early 2019, an expected application in June/July 2019 for a property which would qualify for the \$30,000 maximum grant, and preliminary conversations regarding the Program with several additional property owners; and

WHEREAS, given the expressed interest in the Façade Improvement Grant Program in TID #9, an additional \$30,000 allocation to such program is requested, for a total 2019 TID #9 Façade Grant program budget of \$60,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves of and authorizes an amendment of the 2019 Budget by the transfer of \$30,000 from Local Levy TID Districts to the TID #9 Façade Improvement Grant Program.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

Attachment: Resol 19-70 (8373 : Reso #19-70 Budget Amendment for TID 9 Facade Program)

CITY OF DE PERE MEMO



To: De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 11, 2019

RE: **Budget Amendment (\$30,000 to \$60,000) for the TID #9 Façade Grant Program ***

The Council approved \$60,000 for the 2019 Façade Grant Program (\$30,000 for TID #7 and \$30,000 for TID #9). During budget review, discussion occurred related to increasing the amount due to the recent changes in the program. The Council agreed to keep the budget amount at \$30,000, but encouraged staff to propose a budget amendment if proposed projects exceed the budgeted amount.

The Council approved an \$11,000 Façade Grant for 'The Connective' building located at 320 Main Avenue in early 2019. Staff is currently working with the owner of Baba Louie's, located at 421 Main Avenue in the preparation of a 2019 application. Based on the conceptual design, the project would qualify for a \$30,000 award. The applicant is interested in submitting an application for the June or July RDA review in order to complete the improvements in 2019, rather than waiting until 2020.

There have also been some very preliminary conversations with other property owners in TID #9 regarding potential Façade Grant eligible projects.

Based on this recent activity, and to support the further improvement of Downtown De Pere, staff requests a budget amendment for the TID #9 Façade Grant Program to increase funds by \$30,000 for a total 2019 program budget of \$60,000. If the Council awards \$30,000 for the future 320 Main Avenue application, \$19,000 would remain for 2019 in the program budget.

Approval of a budget amendment resolution requires an affirmative vote by $\frac{3}{4}$ of the membership of the council (6 yes votes of the 8). Projects utilizing TID dollars are only bonded/funded when the projects occur. If you have any questions regarding this item, please contact me.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Historic Preservation Commission

FROM: Peter Schleinz

SUBJECT: Resolution #19-71 Authorizing Memorandum of Agreement Between the Wisconsin Historical Society and the City of De Pere for the Completion of State and National Historic Designation Nominations (Mansion Street WWII Defense and Daviswood Ranch Historic Districts).

The Historic Preservation Commission, on April 15, 2019, unanimously recommended approval of the work program and Memorandum of Understanding with a vote of 6-0.

BACKGROUND--

In 2018, the Historic Preservation Commission (HPC) applied for a grant to cover the costs for a consultant to assist in the nomination of two potential historic districts in De Pere. The grant does not require a match and is funded via the same program as the grant used to complete the 2017 Intensive Survey update. On February 22, 2019 the Wisconsin Historical Society (WHS) sent a letter to the City awarding a grant of up to \$12,000.

On April 5, 2019, the WHS sent draft copies of a Work Program and a Memorandum of Agreement (MOA) for the City to sign prior to submitting any RFPs for consultants. The RFP, and a retroactive approval of the grant/MOA must be reviewed and approved by the Common Council prior to the City signing the MOA.

ATTACHMENTS:

- Reso19-71 (DOCX)
- Map of both potential historic districts (DOCX)
- De Pere 2019 - Work Program Draft (DOC)
- De Pere 2019 - Memorandum of Agreement Draft (DOC)

RESOLUTION #19-71

AUTHORIZING MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN HISTORICAL
SOCIETY AND THE CITY OF DE PERE FOR THE COMPLETION OF STATE AND
NATIONAL HISTORIC DESIGNATION NOMINATIONS
(Mansion Street WWII Defense and Daviswood Ranch Historic Districts)

WHEREAS, the City Historic Preservation Commission is interested in completing state and national historic designation nominations and related activities for the Mansion Street WWII Defense and Daviswood Ranch Historic Districts; and

WHEREAS, the attached Memorandum of Agreement is necessary in order to secure a \$12,000 grant for this important work; and

WHEREAS, the Historic Preservation Commission has reviewed this matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of Agreement between the Wisconsin Historical Society and the City of De Pere as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Potential Daviswood Ranch Homes Historic District



Potential Mansion Street WWII Defense Homes Historic District



DE PERE WORK PROGRAM
 MEMORANDUM OF AGREEMENT
 Project No. WI-19-10012
 Attachment A: Work Program (As of 3/11/2019)

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of De pere, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of a National Register of Historic Places nomination and related activities for the Mansion Street WWII Defense Homes Historic District and the Daviswood Ranch Homes Historic District. All components of the nomination must be submitted by August 15, 2020.

1. The consultant shall conform to and follow all requirements and guidelines detailed in the manual found on the Wisconsin Historical Society website. The "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at www.wisconsinhistory.org and search for "supplementary manual."
2. National Register Nominations. The National Register of Historic Places nominations will be prepared according to the guidelines promulgated by the National Register and in the format specified by the SHPO. The SHPO will have final approval of the scope and boundaries of the nominations prior to commencement of work. The completed nomination is due at the SHPO by August 15, 2020.

The following items must be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual.

- a. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (10-900). The form may be found on the Wisconsin Historical Society website at www.wisconsinhistory.org and search for "supplementary manual."
- b. One electronic copy and one paper copy of a 200-300 word summary of the importance of the property.
- c. The full text of the nomination and of the summary statement on compact disk.
- d. Two commercially printed sets of digitally produced images and associated disk. Digital (TIFF) images must be produced with a digital SLR camera and the disk and prints must comply with the guidelines set forth by the National Park Service in the National Register Photographic Imaging Policy: <http://www.nps.gov/history/nr/publications/bulletins/photopolicy/index.htm> Prints must be at least 4" x 6". Photos should be labeled on back with a pencil.

DE PERE WORK PROGRAM
 MEMORANDUM OF AGREEMENT
 Project No. WI-19-10012
 Attachment A: Work Program Page 2

- e. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
- f. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
- g. District maps, site plans, and/or floor plans, as needed.
- h. It is the responsibility of the consultant to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
- i. One completed nomination submission checklist.
- j. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the proper creation of inventory records go to www.wisconsinhistory.org and search for "survey manual." Click on "When do I need to prepare a new record" in the survey manual (p. 3). The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the Mansion Street WWII Defense Homes Historic District and the Daviswood Ranch Homes Historic District project only. The consultant must contact the SHPO in order to set up this special one month access.
- k. The consultant will be responsible for the presentation of the nomination to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the consultant. Any costs associated with these corrections are part of this project budget.

DE PERE WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-19-10012
Attachment A: Work Program Page 3

3. Public Education. The subgrantee will sponsor an informational meeting shortly before the scheduled State Historic Preservation Review Board meeting. It will be necessary for the principal investigator and the SHPO to participate in the meeting. The meeting shall include a formal presentation of the historic district by the principal investigator. The SHPO will explain the National Register of Historic Places program. Additional meetings can be held at the discretion of the subgrantee and the SHPO as necessary.
4. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrants Manual.") The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and **the City of De Pere for the completion of a historic preservation project identified as Project No. WI-19-10012.**

THIS AGREEMENT between the State Historic Preservation Office, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY, and the City of De Pere, hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid of up to \$12,000 to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. Attachments

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:
Attachment A-the project "Work Program"

2. Amendments (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, August 15, 2020**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2020** cannot be considered an allowable cost.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE **shall submit by September 30, 2020, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.**

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE **receives \$300,000** or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2019; January 2020; and April 2020** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by **September 30, 2020**.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

contained on an acceptable reimbursement request form;

supported by evidence of compliance with Federal competitive procurement requirements;

supported by copies of expense plus payment records; and

supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
- a. Up to 75% of the federal award may be paid prior to project completion. The SUBGRANTEE may submit a Reimbursement Request by September 15, 2020 for all expenses incurred through August 31, 2020.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2020 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. **Copyrights.** Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws.** The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance.** The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.
- e. Program Income. During the period of this grant (March 1, 2018 through September 30, 2019), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.
- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By

Daina Penkiunas
Deputy State Historic Preservation Officer

Date

By

Michael J. Walsh-City of De Pere

Date



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #19-72 Authorizing Renewal of Agricultural Farm Lease and Grass Cutting Agreement Between the City of De Pere and Larry Binsfeld.

Mr. Larry Binsfeld leases undeveloped City owned land for agricultural purposes, located on De Pere's east side. The lease expired in 2018, and Mr. Binsfeld has expressed an interest in extending the lease. The attached renewal provides for an extension through 2020.

ATTACHMENTS:

- Reso19-72 (DOCX)
- Binsfeld-Renewal of Farm Lease and Grass Cutting Agreement06-19-145-001-17 (PDF)
- 2017 Binsfeld Farm Lease and Grass Cutting Agreement (PDF)

RESOLUTION #19-72

AUTHORIZING RENEWAL OF AGRICULTURAL FARM LEASE
AND GRASS CUTTING AGREEMENT BETWEEN THE CITY OF DE PERE AND LARRY BINSFELD

WHEREAS, the City and Larry Binsfeld are parties to a Farm Lease and Grass Cutting Agreement, dated September 26, 2017, which provides for agricultural farming and grass cutting of property located within City's East Industrial Park; and

WHEREAS, the parties wish to extend such Agreement through December 31, 2020, pursuant to the terms and conditions more fully set forth in the attached Renewal of Agricultural Farm Lease and Grass Cutting Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the attached Renewal of Agricultural Farm Lease and Grass Cutting Agreement Between the City of De Pere and Larry Binsfeld.

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 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-72 (8389 : Reso #19-72 Renewal of Farm Lease and Grass Cutting Agreement-Larry Binsfeld.)

**RENEWAL OF AGRICULTURAL FARM LEASE AND GRASS CUTTING AGREEMENT BETWEEN THE
CITY OF DE PERE AND LARRY BINSFELD**

WHEREAS, Larry Binsfeld ("Binsfeld") and the City of De Pere ("City") are parties to an Agricultural Farm Lease and Grass Cutting Agreement dated September 26, 2017, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the parties wish to extend such Agreement, so that it expires on December 31, 2020.

NOW, THEREFORE, the parties agree as follows:

1. The Agricultural Farm Lease and Grass Cutting Agreement between the parties shall be renewed and extended so that it expires on December 31, 2020, unless renewed in writing between the parties.
2. A current Certificate of Liability Insurance and Additional Insured Endorsement shall be supplied to City by Binsfeld prior to (or simultaneous with) the execution of this Renewal Agreement.

Dated this __ day of _____, 2019.

CITY OF DE PERE

Michael J. Walsh, Mayor

Larry Binsfeld

Carey E. Danen, City Clerk

J:\Law\Agreements\2019\Binsfeld-Renewal of Farm Lease and Grass Cutting Agreement06-19-145-001-17.doc

AGRICULTURAL FARM LEASE AND GRASS CUTTING AGREEMENT

THIS LEASE AND AGREEMENT is entered into this 26th day of September, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Larry Binsfeld, an individual ("Binsfeld").

A. AGRICULTURAL LEASE

1. Leased Premises. City hereby leases to Binsfeld for the purpose of agricultural farming the following described premises, comprising approximately 77 acres, in the City of De Pere, Brown County, Wisconsin:

Parcels: ED-D43-1, ED-F0082, ED-F0083, ED-2381, ED-2382, ED-2384, ED-2385, ED-2386, ED-344-102-5, ED-2311, ED-2313-1, ED-2314, ED-2315, part of ED-F0080, part of ED-F0085, and part of ED-R117

The aforementioned property is referenced herein as "the Leased Property". A map showing the location of the leased property is attached hereto and incorporated by reference as Exhibit A.

The parties agree that for purposes of determination of the rent due hereunder, the leased parcels within the East Industrial Park total approximately 70.00 acres and the leased parcel off of Ryan Road totals approximately 7.00 acres useable for farming purposes.

2. Term. The lease term shall be as provided in paragraph fourteen (14) of this Agreement. In the event that City sells or otherwise needs any portion of the leased property during the term of the lease, the City may, at its sole option, terminate and cancel this lease or any portion thereof by giving a thirty (30) day notice to Binsfeld, who shall thereupon vacate the premises in accordance with the terms of such notice.

3. Effect of Early Termination. In the event all or part of this lease is terminated by City pursuant to the above provisions, City shall be responsible for damages suffered by Binsfeld, including the reasonable value of crops damaged or unable to be harvested as a result of the early

Agricultural Farm Lease
and Grass Cutting Agreement
Page 2 of 6

termination, not to exceed the rents paid by Binsfeld during the preceeding twelve (12) month period. In the event this lease is terminated by Binsfeld, Binsfeld shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed, or any other cost which Binsfeld may have incurred.

4. Use of Leased Property. Binsfeld shall use the leased property for general farming purposes and shall care for the same according to standard industry practices, including mowing land not seeded or planted for the following crop season. Binsfeld warrants to not use any herbicide/fertilizer/pesticide which may prevent, for any period of time, residential grass growth on any leased property hereunder unless otherwise authorized in writing by the City Administrator.

5. Sublease. Should Binsfeld desire to sublease such property, prior written approval of City shall be obtained by Binsfeld.

6. Rent. Rent for this Lease shall be \$3,910.62.

7. Payment of Rent. Rent shall be paid in two equal payments. The first payment of \$1,955.31 shall be made on or before January 1, 2018; the second payment of \$1,955.31 shall be made on or before July 1, 2018.

B. GRASS CUTTING

8. Area of Permission. The area available to Binsfeld under this Agreement for grass cutting/harvesting is comprised of the following parcels:

ED-D69-2; ED-F0081-5; ED-2387; ED-2388; and part of ED-R117
(comprising approximately 11 acres) as shown on Exhibit A.

9. Use of Property.

- A. The City grants Binsfeld permission to cut/harvest grass and to fill in occasional low spots and to plant grass on those low spots for ease of mowing.
- B. Binsfeld shall adhere to all City regulations prohibiting maintaining of grass in excess of 12" in height by mowing grass under this agreement on a regular basis.

10. Permission Not a Conveyance. The parties acknowledge that the permission granted hereunder to go upon the above referenced property for the purposes described herein is not a lease of the property and that no property interest in such property is or is intended to be conveyed by this Agreement.

11. Payment and Terms of Access.

- A. No fee shall be charged Binsfeld for the grass cutting permission granted hereunder. However, in the event the City requires any of the properties subject to the grass cutting acreage for other purposes, it shall inform Binsfeld of the same, in writing. Upon receipt of such notice, Binsfeld shall have seven (7) calendar days to remove any grass located on the parcel identified or forfeit the right to mow the same.
- B. The term of this access permission is as provided in paragraph fourteen (14) of this Agreement.

C. GENERAL AGREEMENT PROVISIONS

12. Binsfeld acknowledges that existing within the Leased Property subject to the lease and grass cutting permissions are lot line pipes identifying the lot parameters of Lots 29, 30, 32, 33, 34 and 1060 Profit Place (ED-F0081-5) East Industrial Park Third Addition, and the rear lot line of ED-344-102-5. These lot line pipes, if damaged or destroyed, will result in considerable inconvenience and expense to City. Therefore, Binsfeld agrees to indemnify and hold harmless

City for any and all costs associated with damage to such lot line pipes during the term of this lease.

13. Hold Harmless and Insurance Requirements. Binsfeld shall save and hold harmless the City, its officials, officers and employees from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Binsfeld's actions or inaction or that of Binsfeld's agents, contractors, or employees. This hold harmless is intended to protect City from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Binsfeld's ability to perform under this provision, Binsfeld shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming City as an additional insured thereunder for the activities described herein, together with an additional insured endorsement.

14. Term of Agreement.

This Agreement shall commence September 19, 2017 and terminate December 31, 2018.

15. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to City:

City Clerk-Treasurer
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

If to Binsfeld:

Mr. Larry Binsfeld
6346 Highway KB
Denmark, WI 54208

16. Miscellaneous. Binsfeld promises and agrees to pay the rent as provided herein and not to underlease or sublet said leased property or any portion thereof or assign this agreement without the prior written consent of City. Binsfeld further agrees to quit and deliver the leased property to City at the end of the term of this lease and to keep the same in as good repair as the same as at the commencement of the lease. Binsfeld agrees to use and improve said Leased Property using standard industry practices and to provide City access to view the premises at all reasonable times. If Binsfeld shall fail to pay rent at the aforesaid times expressed in this lease or shall underlease or sublet the premises without the written consent of City, City may enter and expel Binsfeld and/or his assigns from the premises. Binsfeld shall be held to have forfeited any rent that may have been paid and shall be liable to City for any such payment or payments of rent hereunder which are then due and unpaid. In such case, the City shall not be responsible for Binsfeld for any damages under this Agreement.

17. The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns. This Agreement is for the benefit of the parties and not any third party.

Agricultural Farm Lease
and Grass Cutting Agreement
Page 6 of 6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the day and year first written above.

LARRY BINSFELD



Larry Binsfeld

CITY OF DE PERE



Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

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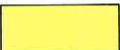
Attachment: 2017 Binsfeld Farm Lease and Grass Cutting Agreement (8389 : Reso #19-72 Renewal of Farm Lease and Grass Cutting

City Land Available off Ryan Road

Ryan Rd.

Area Available off Ryan Road

 70 Acres for Crop Production (Industrial Park)

 7 Acres for Crop Production (Ryan Rd.)

 11 Acres for Grass Harvest for Feed

2017 Farm Lease & Grass Cutting Map

City Land Available on the East Side

-  Tax Parcels
-  Lease Area
-  Grass Cutting



0 500 1,000 Feet

City of De Pere



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2017

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 TINA MICKELSON RURAL MUTUAL INSURANCE 301 N BROADWAY, STE. 08 DE PERE, WI 54115		CONTACT NAME: TINA MICKELSON PHONE (A/C, No, Ext): 920-347-4899 FAX (A/C, No): 920-347-4898 E-MAIL ADDRESS: TMICKELSON@RURALINS.COM															
INSURED BINSFELD FARMS LLC 6346 COUNTY RD KB DENMARK WI 54208		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A:																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FRMG135970	7/20/2017	7/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	FARM LIABILITY INSURANCE			FRMG135970	7/20/2017	7/20/2018	LIABILITY \$1,000,000

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

City of De Pere is listed as an additional insured on Farm Liability.

CERTIFICATE HOLDER

CANCELLATION

CITY OF DE PERE
 335 SOUTH BROADWAY ST
 DE PERE, WI 54115

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

Tina Mickelson

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POLICY NUMBER:

FRMG135970

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of De Pere	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #19-73 Authorizing Assignment and Consent to Assignment Between the City of De Pere, Brian Nooyen and Clint Bodart (Grass Cutting Agreement).

Mr. Brian Nooyen has a grass cutting agreement with the City of De Pere for agricultural and roadside grass-maintenance purposes, which has an option to renew annually. Mr. Nooyen can no longer continue providing the services identified in the agreement, and Mr. Clint Bodart is interested in taking over the agreement for Mr. Nooyen.

ATTACHMENTS:

- Reso19-73 (DOCX)
- ASSIGNMENT AND CONSENT TO ASSIGNMENT(Nooyen and Bodart)6-19-161-002-07 (PDF)
- 2017 Nooyen Grass Cutting Agreement (PDF)

RESOLUTION #19-73

AUTHORIZING ASSIGNMENT AND CONSENT TO ASSIGNMENT BETWEEN
THE CITY OF DE PERE, BRIAN NOOYEN AND CLINT BODART
(Grass Cutting Agreement)

WHEREAS, the City and Brian S. Nooyen ("Nooyen") are parties to a Grass Cutting Agreement, which Nooyen wishes to assign to Clint Bodart ("Bodart"); and

WHEREAS, Bodart wishes to accept said Assignment and the City wishes to consent to the same in order to continue the mutual benefit of each party's performance under the Agreement, subject to the terms and conditions of the Assignment and Consent to Assignment attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and the City Clerk are hereby authorized and directed to execute the Assignment and Consent to Assignment Between the City of De Pere, Brian Nooyen and Clint Bodart as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

**ASSIGNMENT AND CONSENT TO ASSIGNMENT BETWEEN
THE CITY OF DE PERE, BRIAN NOOYEN AND CLINT BODART**

This Assignment and Consent to Assignment ("Assignment") is entered into this ____ day of _____, 2019, by and between the City of De Pere, a Wisconsin Municipality (the "City"), Brian S. Nooyen, an Individual ("Nooyen") and Clint Bodart, an Individual ("Bodart") (collectively "the Parties").

WHEREAS, the City and Nooyen are parties to a Grass Cutting Agreement, dated March 21, 2017 (the "Agreement"), which Nooyen wishes to assign to Bodart; and

WHEREAS, Bodart wishes to accept Assignment of the Agreement and City wishes to consent to the same.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. ASSIGNMENT AND ACCEPTANCE THEREOF

1. Nooyen hereby assigns to Bodart all of Nooyen's right, title, interest in and to, and all of Nooyen's obligations under, the Agreement.
2. Bodart hereby accepts the Assignment hereby made and agrees to assume all of Nooyen's rights and obligations under the Agreement.

B. CONSENT TO ASSIGNMENT

The City hereby consents to the above assignment and assumption under the terms and conditions herein.

Brian S. Nooyen, an Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named Brian S. Nooyen to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

Clint Bodart, an Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2019, the above-named Clint Bodart to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Carey E. Danen, City Clerk

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of
_____, 2019, the above-named
Michael J. Walsh, Mayor, and Carey E. Danen,
City Clerk, known as the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: _____

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2019\Assignment and Consent to Assignment (Nooyen and Bodart)6-19-161-002-07.docx

GRASS CUTTING AGREEMENT (2017)

THIS AGREEMENT is entered into this 21st day of March, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Brian S. Nooyen, an individual ("Nooyen").

1. Area of Permission. The acreage available to Nooyen under this Agreement for grass cutting/harvesting is comprised of approximately 29 acres as shown on the map attached hereto and incorporated herein by reference as Exhibit A (the "Property"). The Parties may, from time to time, agree in writing, to alter the location and acreage of the areas subject to grass cutting/harvesting.

2. Use of Property.

A. The City grants Nooyen permission to cut/harvest grass and to fill in occasional low spots and to plant grass on those low spots for ease of mowing.

B. Nooyen shall adhere to all City regulations which prohibit the maintaining of grass in excess of 12" in height, by mowing grass under this Agreement on a regular basis.

3. Permission Not a Conveyance. The parties acknowledge that the permission granted hereunder to go upon the Property for the purposes described herein is not a lease of the Property and that no property interest in such Property is or is intended to be conveyed by this Agreement.

4. Agreement Consideration. Each party recognizes they are benefitted by the other party's performance under this Agreement, specifically Nooyen is benefitted by receiving the grass/hay removed from the property and the City is benefitted when Nooyen removes the same rather than City employees. Further, each recognizes that the benefits received by each are

comparable in value to that received by the other. Therefore, no fee shall be charged Nooyen for the permission granted hereunder, nor shall Nooyen charge City any fee for his services.

In the event the City requires any of the properties subject to the grass cutting acreage for other purposes, it shall inform Nooyen of the same, in writing. Upon receipt of such notice, Nooyen shall have seven (7) calendar days to remove any grass located on the parcel identified or forfeit the right to mow the same.

5. Hold Harmless and Insurance Requirements. Nooyen shall save and hold harmless the City, its officials, officers and employees from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Nooyen's actions or inaction or that of Nooyen's agents, contractors, or employees. This hold harmless is intended to protect City from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Nooyen's ability to perform under this provision, Nooyen will maintain general liability insurance in an amount of not less than One Million Dollars, naming City as an additional insured thereunder for the activities described herein and provide a copy of the same to the City.

6. Term of Agreement.

- A. The term of this Agreement shall be one (1) year, commencing January 1, 2017 and terminating December 31, 2017.
- B. This Agreement will automatically renew for five (5) additional one (1) year terms unless either party provides notice of non-renewal to the other party, in writing, at least sixty (60) days prior to the expiration of any one (1) year term.

7. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to City:

City Clerk-Treasurer
City of De Pere
335 South Broadway Street
De Pere, WI 54115

If to Nooyen:

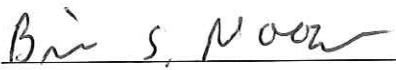
Mr. Brian S. Nooyen
323 Northern Avenue
Green Bay, WI 54303

8. Miscellaneous. This Agreement is not assignable by either party without written consent of the other party. Nooyen agrees to quit and deliver the Property to City at the end of the term of this Agreement and to keep the same in as good repair as the same as at the commencement of the Agreement. Nooyen agrees to use and improve said Property using standard industry practices.

9. The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

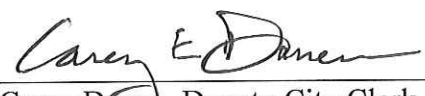
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

BRIAN S. NOOYEN


Brian S. Nooyen

CITY OF DE PERE


Michael J. Walsh, Mayor


Carey Danen, Deputy City Clerk

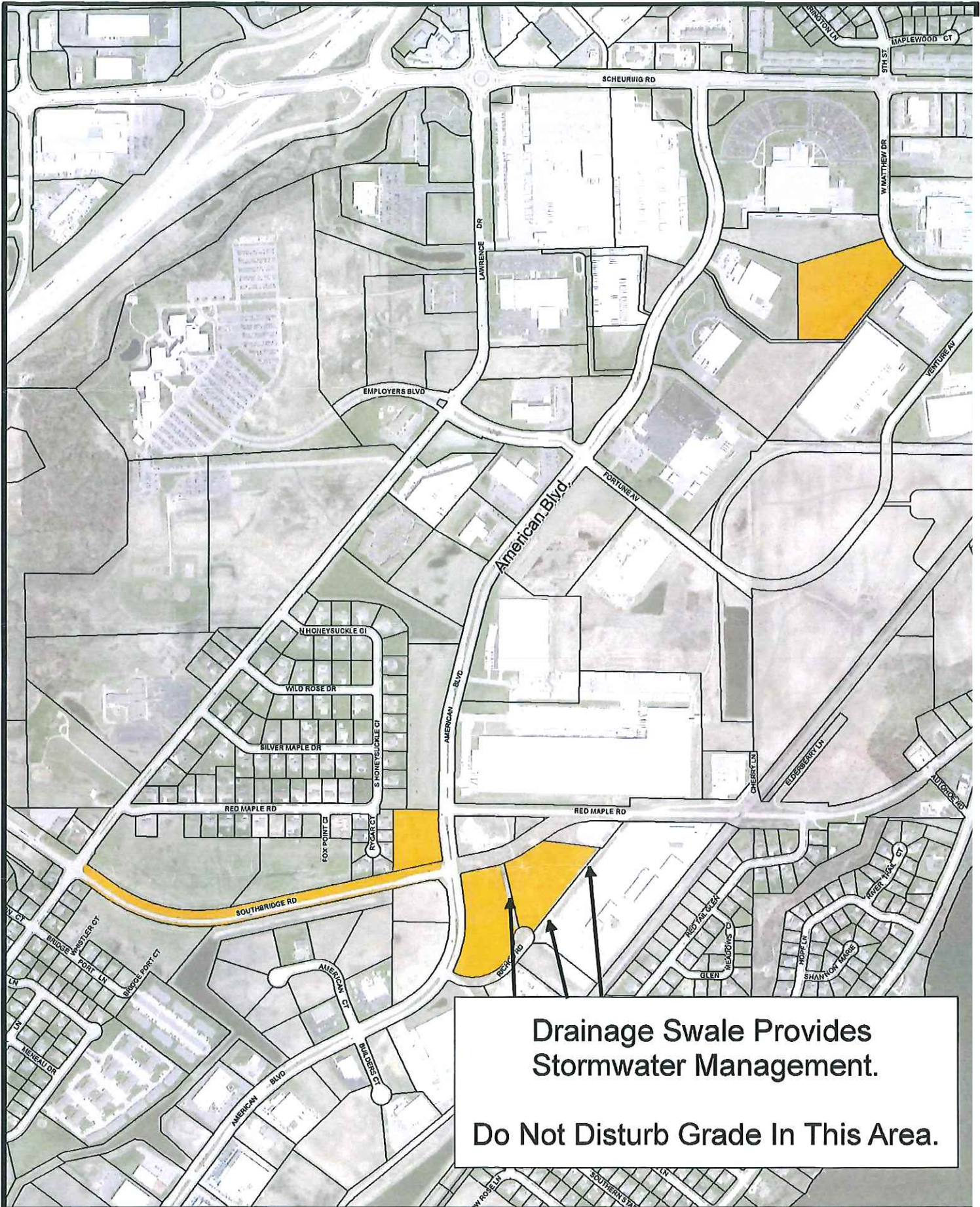


Exhibit A- 2017 Grass Land Map
±29 Acres

Legend
 Grass Land 2017
 Tax Parcels



City of De Pere



Packet Pg. 230

WW1901

DECLARATIONS

AGENT COPY

BLGRP



Erie
Insurance
Group

100 Erie Ins. Pl.
Erie, PA 16530

ERIE INSURANCE COMPANY
ERIESECURE HOME POLICY

RENEWAL DECLARATIONS

AGENT	ITEM 2. POLICY PERIOD	POLICY NUMBER
WW2044 FIVE STAR INS AGY LLC	01/20/17 TO 01/20/18	Q49 7002507 WI
ITEM 1. NAMED INSURED AND ADDRESS	ITEM 3. OTHER INTEREST	

DARLA NOOYEN &
BRIAN S NOOYEN
323 NORTHERN AVE
GREEN BAY WI 54303-2909

AS LISTED BELOW
OR ON REVERSE SIDE

AGENT - FIVE STAR INS AGY LLC

1279 S PINE TREE RD

AGENT PHONE - (920) 337-2200

DE PERE WI 54115 9022

COVERAGE BEGINS AND ENDS AT 12.01 AM STANDARD TIME AT THE LOCATION OF THE INSURED PROPERTY.

LOCATION OF RESIDENCE PREMISES. ZIP CODE - 54303 2909
323 NORTHERN AVE GREEN BAY WI.

PROPERTY INFORMATION - PRIMARY RESIDENCE - OWNER OCCUPIED DWELLING, YEAR OF CONSTRUCTION 1908, FRAME.

AUTOMATIC ADJUSTMENT OF COVERAGE WAS APPLIED TO DWLG.

* THE AMOUNT OF INSURANCE APPLYING TO THE DWELLING IS THE REPLACEMENT COST AT THE TIME OF THE LOSS, SUBJECT TO POLICY CONDITIONS AND REQUIREMENTS. THE ESTIMATED REPLACEMENT COST OF THE DWELLING IS \$ 264,500.

SECTION I - PROPERTY PROTECTION
DWELLING
OTHER STRUCTURES
PERSONAL PROPERTY
LOSS OF USE

AMOUNT OF INSURANCE	PREMIUM
*GUARANTEED REPLACEMENT COST	\$ 756.
\$ 52,900	
\$ 198,375	
LOSS SUSTAINED NOT TO EXCEED 24 CONSECUTIVE MONTHS	

SECTION II - HOME AND FAMILY LIABILITY PROTECTION

PERSONAL LIABILITY - EACH OCCURRENCE \$1,000,000
MEDICAL PAYMENTS TO OTHERS - EACH PERSON \$ 5,000

FULL TERM PREMIUM FOR THIS RESIDENCE	\$ 756.
FULL TERM ADDITIONAL COVERAGE PREMIUM	\$ 225.
TOTAL PREMIUM FOR THIS POLICY	\$ 981.

SECTION I DEDUCTIBLE \$ 500.

APPLICABLE FORMS - ESHWI 02/13, UFA301 09/11*, ES01191 01/16, UFA198 11/12*, ES00849 01/17*, UFC123 09/16*, UFC258 11/16*, UFC125 09/16*, ES00057 06/11, UF4839 03/15*, UFB132 01/17*, UFB133 04/13*.

Attachment: 2017 Nooyen Grass Cutting Agreement (0390 : Reso #19-73 Assignment and Consent to Assignment of Grass Cutting Agreement



ERIE INSURANCE COMPANY
P.O. Box 1699 Erie, PA 16530

ErieSecure Home Insurance

Endorsement Effective Date:
03/17/2017

Agent's Name and Number

FIVE STAR INSURANCE AGENCY LLC
WW2044

Policy Period

From: 01/20/2017 To: 01/20/2018

Policy Number

Q49-7002507

Policy Period begins and ends at 12:01 AM standard time at the location of the insured property. Until terminated, this policy will continue in force for successive policy periods by payment of the required premium.

Name Insured and Address

DARLA NOOYEN &
BRIAN S NOOYEN
323 NORTHERN AVE
GREEN BAY WI 54303 - 2909

Certificate Holder

CITY OF DEPERE
335 S BROADWAY
DE PERE WI
54115

Location of dwelling if other than stated above or if specific designation is needed.

Location: 323 NORTHERN AVE GREEN BAY WI 54303 - 2909

* The amount of insurance applying to the dwelling is the replacement cost at the time of the loss, subject to policy conditions and requirements. The estimated replacement cost of the dwelling is \$264,500

Section I Property Protection

Coverage:	<u>Dwelling</u>	<u>Other Structures</u>	<u>Personal Property</u>	<u>Loss Of Use</u>
Amount of Insurance:	\$264,500 *With Guaranteed Replacement Cost	\$52,900	\$198,375	***

Loss sustained not to exceed 24 consecutive months

Deductible that applies to Section I: \$500

Section II Home And Family Liability

<u>Personal Liability</u>	<u>Medical Payments To Others</u>
\$1,000,000	\$5,000
<u>Each Occurrence</u>	<u>Each Person</u>

Primary Dwlg Premium: \$981.00

Total Annual Premium

\$981.00

Balance

\$0.00

Authorized Agent: _____

(Not valid unless signed by an authorized agent of the ERIE.)

Attachment: 2017 Nooyen Grass Cutting Agreement (8390 : Reso #19-73 Assignment and Consent to Assignment of Grass Cutting Agreement



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #19-74 Authorizing Agreement with Forward Move, LLC
(Mass Notification Alert System).

The police department is considering options for mass notification of citizens for various events. We currently do not have this capability. The events could include missing persons, wanted subjects, detours around a traffic situation, evacuations, mass casualties, bad weather and the like. There are other purposes for such mass notification like advertising certain city events or making announcements

A Green Bay company called You has a product called Forward Move that fits our community notification needs. Attached is a quote for the system of \$600 per year. The terms and conditions are also attached. At the June 11, 2019, Finance and Personnel Committee meeting, the committee recommended forwarding this to the common council. We ask that this item be approved by the Common Council pending the contract approval by the City Attorney.

Thank you for your consideration in the matter. Please contact me with any questions at 339-4075.

ATTACHMENTS:

- Reso19-74 (DOCX)
- DePere Forward Move Terms and Conditions (PDF)
- DePere Police Department (PDF)
- Terms and Conditions FORWARD MOVE (PDF)

RESOLUTION #19-74

AUTHORIZING AGREEMENT WITH FORWARD MOVE, LLC
(Mass Notification Alert System)

WHEREAS, the City is in need of an electronic alert system service provider to assist the Police Department in implementing and maintaining a mass notification alert system in order to inform the community of various events and situations in a quick and efficient manner; and

WHEREAS, Forward Move, LLC is able to provide such services pursuant to the Terms and Conditions and Quote, attached hereto as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to enter into the Terms and Conditions with Forward Move, LLC as is attached hereto, subject to such changes 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 DePere, Wisconsin, this 18th day of June,
2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-74 (8429 : Reso #19-74 Authorizing Agreement with Forward Move, LLC (Mass Notification Alert System).)

City of DePere (hereinafter referred to as "Customer") agrees to purchase the equipment and services identified by the sales proposal and to all of the terms and conditions of this agreement. Forward Move, LLC (hereinafter referred to as "FOR") agrees to provide the services specified herein; sell, install, service and instruct Customer in the proper use of the electronic system provided by FOR at the Customer's premise (Location of premises: 400 West College Avenue) All programming of the electronic system(s) remain the property of FOR.

LIMITED WARRANTY

In the event that any part of the installed electronic system becomes defective, FOR agrees to make all repairs and replacement of parts without costs to the Customer for a period of 90 days from the date of installation by FOR during normal business hours. FOR reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of this warranty. FOR's warranty does not include; batteries, reprogramming, acts of God, accident, fire, flood, lightning, earthquake, explosion, riots, wars, strikes, unusual severe weather conditions, lack of adequate transportation, power failure, network failure, communication failure, wireless interference, hacking, quarantine restrictions, freight embargoes, orders or requests of governmental or judicial authority or any other cause beyond reasonable control of FOR. FOR's warranty of products and services only covers equipment both sold and installed by FOR. All warranties become null and void if there is an attempted or unauthorized repair, tampering, modification, or improper installation by anyone other than FOR. FOR shall not be liable for consequential damages. FOR is not the manufacturer of the equipment and other than FOR's limited warranty the Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Upon Customer request, if the equipment is still under the terms of the manufacturer's warranty, FOR will send the defective equipment to the manufacturer on the customer's behalf. If the manufacturer deems the equipment is covered under warranty, FOR will honor the warranty for the equipment only. If the manufacturer deems the repairs are not covered under warranty, the cost of the equipment is the responsibility of the customer. Except as set forth in this agreement, FOR makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. FOR does not represent nor warrant that the electronic system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. Customer acknowledges that any affirmation of fact or promise made by FOR shall not be deemed to create an express warranty unless included in this contract in writing, and that Customer is not relying on FOR's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties which extend beyond those on the face of this agreement. Customer's exclusive remedy for FOR's breach of this contract or negligence to any degree under this contract is to require FOR to repair or replace, at FOR's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusion may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

TERMS & CONDITIONS

PAYMENT: An interest rate of 1.5% per month shall be assessed to any balance not paid by the Customer within 30 days of the 1. completion of the installation or service of the electronic system. In the event the Customer should default in any obligation hereunder, the Customer shall pay for all costs and expenses incurred by FOR in connection with but not limited to the removal of equipment, the collection of the unpaid amount, and attorney fees and costs. FOR shall in no way be obligated to repair, restore, or redecorate the premise in the event an electronic system is removed for non-payment. FOR may substitute any equipment with models of equal performance. Quote(s) are subject to change after 30 days.

2. DELAY IN INSTALLATION AND SERVICE: FOR shall not be liable for any damage or loss sustained by Customer as a result of delay in installation or service of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including FOR's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

3. TESTING OF SYSTEM: All parties hereto agree that the electronic system, upon delivery, is in the exclusive possession and control of the Customer. It is the Customer's sole responsibility to test the operation of the electronic system as recommended by the manufacturer, or at a minimum monthly, and to notify FOR immediately if any equipment is in need of service or repair. FOR shall not be required to service the electronic system unless it has received notice from Customer, and upon such notice, and provided Customer is not in default of this agreement, FOR shall during the warranty period service the electronic system to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the electronic system immediately upon completion of installation and to advise FOR in writing or by email within three days after installation of any defect, error or omission in the electronic system, monitoring, or hosted service. In any lawsuit between the parties in which the condition or operation of the electronic system is in issue, the Customer shall be precluded from raising the issue that the electronic system was not operating unless the Customer can produce evidence that FOR received a service request by Customer.

Revision 2016.2.6-v6.00

CUSTOMER'S RESPONSIBILITIES: Customer is solely responsible for any false alarm fines, permits and fees, and any other municipal 4. assessments related to the electronic system and shall promptly on demand reimburse and indemnify FOR for any such expenses. Should FOR be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay FOR for such service or material. Customer or others should not tamper with, disturb, injure, remove, relocate, or interfere with electronic system or allow anyone else to do so. Customer agrees to not use FOR equipment and services for illegal, immoral, unethical purposes including violating personal privacy of others. FOR shall not be held responsible and accepts no liability whatsoever in the event that its products or services are used for such by the Customer, or in the event that contracted work results in any breach of any act or statute of law. Customer accounts are protected by a password for privacy and security. Customer needs to take all appropriate actions possible to prevent unauthorized access to the Customer's account and personal information including but not limited to limiting access to any phone, computer, tablet or browser used to access Customer account information and by signing off after you have finished accessing your security system and/or account information. FOR is not and will not be held responsible for any actions taken by persons with valid account passwords or credentials. It is the Customer's responsibility to change all customer passwords and other credentials, and notify FOR immediately, if there is any suspicion or proof that such passwords or other credentials have been accessed, copied, or used by unauthorized parties.

5. PROTECTION OF PERSONAL INFORMATION: As a leader in security, FOR understands the importance of securing your personal information. FOR has taken appropriate security measures – including administrative, technical and physical measures - to maintain and protect your personal information against loss, theft, misuse, unauthorized access, disclosure, and destruction. We bind our employees to observe and protect your personal information. Despite many advances in information security technology and procedures, however no commercially deployed method of information transfer over the Internet, through third party application solutions or electronic data storage is known to be 100% secure. As a result, while we do strive to use commercially reasonable means to protect your Personal Information, we cannot guarantee the absolute security of that information during its transmission, its storage in our systems, or use in third party application solutions. For more information reference FOR's current privacy policy which can be found at: <https://dashboard.yougetitfirst.com/#>

6. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS:** FOR agrees to perform their duties in a professional competent manner and agrees to correct and/or repair any damage caused by FOR. Customer agrees to and shall indemnify and hold harmless FOR, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Customer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by FOR's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against FOR or FOR's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of FOR. FOR shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. **SERVICE OF SYSTEM:** Customer authorizes FOR, its agents and assigns, to install the electronic equipment or system in the designated premise, and to service the system and to make any necessary inspections, tests, and repairs as required or requested, according to our limited liability as in this agreement. Customer acknowledges that as the installation or service company, FOR may have access to; programming, data, monitoring or hosted services, including the remote operation of the electronic system. Customer agrees that FOR is not liable or responsible for any equipment not sold or installed by FOR. The minimal service charge for an onsite visit during normal business hours (Monday through Friday between 8 a.m. and 4 p.m.) is \$129.00 for educational and commercial accounts. The service charge includes the first 30 minutes of labor. Labor beyond the included 30 minutes is billed at \$90.00 per hour in 30 minute increments. Afterhours or emergency service rates are time and a half (150%) the normal rates. Rates do not include tax or travel to any location further than 25 miles from the closest Forward Move office.

7. **EXCULPATORY CLAUSE:** FOR and Customer agree that the electronic system, once delivered, becomes the personal property of the Customer. Customer agrees that FOR is not an insurer and no insurance coverage is offered herein. The electronic system is designed to reduce certain risks of loss, though FOR does not guarantee that no loss will occur. FOR has offered additional and more sophisticated equipment and services for an additional charge which Customer has declined. FOR is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by FOR's negligent performance, failure to perform any obligation or strict products liability. Customer releases FOR from any claims for contribution, indemnity or subrogation.

8. **WE ARE NOT AN INSURER:** We are not an insurer and you will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services we perform and the limited liability we assume under this contract and is unrelated to the value of your property or the property of others located in your premises. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

9. **LIMITATION OF LIABILITY AND DAMAGES:** Customer agrees that should there arise any liability on the part of FOR as a result of FOR's negligent performance to any degree, failure to perform any of FOR's obligations, equipment failure or strict products liability, that FOR's liability shall be limited to the sum of \$500.00. If Customer wishes to increase FOR's maximum amount of FOR's limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with FOR's increased liability. This shall not be construed as insurance coverage.

10. **FOR's RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer agrees that FOR is authorized and permitted to subcontract any services to be provided by FOR to third parties who may be independent of FOR, and that FOR shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Customer appoints FOR to act as Customer's agent with respect to such third parties, except that FOR shall not obligate Customer to make any payments to such third parties. FOR shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder. Customer acknowledges that this agreement, and particularly those paragraphs relating to FOR's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of FOR.

11. **ALTERATION OF PREMISES FOR INSTALLATION OR SERVICE:** Customer authorizes FOR to make any and all preparations FOR deems necessary for the installation and service of the electronic system including but not limited to drilling holes, driving nails, and making attachments. FOR shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment. Customer represents that the owner of the premises, if other than Customer, authorizes the installation or service of the system and equipment under the terms of this agreement.

Revision 2016.2.6-v6.00

CUSTOMER'S DUTY TO SUPPLY ELECTRIC, TELEPHONE, & INTERNET: Customer agrees to furnish, at Customer's expense, all AC power, 12. electrical outlets and receptacles, telephone hook-ups or high speed internet connections, telephone numbers or IP Address, as deemed necessary by FOR for the proper installation and service of the electronic system. Customer acknowledges that using a Voice over Internet (VoIP) or digital telephone service can prevent telephone line seizure and prevent alarm signal transmission. Customer also acknowledges that interruptions in 3rd party telephone, internet, or cellular communication services will prevent alarm signals transmission.

13. **MONITORING & HOSTED SERVICES NOT INCLUDED:** Customer understands that this Agreement does not cover monitoring services for the System at any time. If Customer requires or desires monitoring or hosted services, such services will be the subject of a separate or additional agreement with additional compensation to FOR. Any disputes related to FOR's contracted monitoring of the System will be governed by the separate monitoring agreements.

14. **LEGAL ACTION:** In the event FOR institutes legal action to recover any amounts owed by Customer to FOR hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due. Should FOR prevail in any litigation between the parties, Customer shall pay FOR's legal fees. The parties waive trial by jury in any action between them. In any action commenced by FOR against Customer, Customer shall not be permitted to interpose any counterclaim. Any action by Customer against FOR must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against FOR must be based on the provisions of this agreement. Any other action that Customer may have or bring against FOR in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

15. **NON-SOLICITATION:** Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of FOR assigned by FOR to perform any service for or on behalf of Customer for a period of two years after FOR has completed providing service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, FOR shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with FOR, times twelve, together with FOR's counsel and expert witness fees.

16. SECURITY INTEREST/COLLATERAL: To secure Customer's obligations under this agreement Customer grants FOR a security interest in the electronic system installed by FOR and FOR is authorized to file a financing statement.

17. TERMINATION OF AGREEMENT: Upon termination of this agreement FOR shall be permitted to remotely, or at the Customer's premise, delete any dealer related programming, and that FOR will no longer be required to service the electronic system. FOR may order the termination of any central station alarm monitoring, hosted or other services related to the electronic system, and Customer shall remain liable for all payments called for herein for the remaining balance of the agreement.

18. INSPECTIONS: When burglary/fire test and inspection services are performed, such inspection shall be completed on FOR's NFPA72 current inspection form which shall be given to Customer, and, where applicable, FOR may submit a copy thereof to the local Authority Having Jurisdiction. If recommendations are made by FOR, they are only advisory in nature and are intended to assist Customer in reducing the risk of loss of life and property by indicating obvious deficiencies, defects or impairments noted on the system, system design and equipment tested and/or inspected. The Customer is responsible for the condition and operation of the system, equipment, and components. If upon inspection FOR determines that repairs are recommended, then repair charges will be submitted for approval prior to any work. Should such repair work be declined, FOR shall be relieved from any and all liability arising therefrom.

19. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled except in writing signed by both parties, except that in the event FOR issues a UL certificate to Customer, FOR will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. This contract shall be governed by the laws of the State of Wisconsin. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Any provision held invalid shall be severable from the remaining portions of this section.

By signing this form, you acknowledge that you have read and agree to these service terms & conditions.

City of DePere

Printed Name: _____

Authorized Signature: _____

Date: _____



Forward Move
828 Cherry Street
Green Bay, WI 54301
info@yougetitfirst.com

QUOTE

Date	Quote #
4/22/19	MOIQ15047

Quote To: DePere Police Department
325 S. Broadway Street
DePere, WI 54115

Site: DePere Police Department
325 S. Broadway Street
DePere, WI 54115

Attention: Jedd Bradley
Email: jbradley@mail.de-pere.org
Phone: 920-339-4084
Mobile:

Contact: Jedd Bradley
Email: jbradley@mail.de-pere.org
Phone: 920-339-4084
Mobile:

System Setup includes initial configuration of your company data. Dashboard set-up, Roster Upload and Testing, Administrator Training, LMS (2 hours for each safety administrator, 2 administrators), Mobile Power User initial training (LMS). Site fee includes Ongoing Administrator Training, System Support, Tech Support, Cloud Storage, Maintenance, Back-up and Server Monitoring. Ongoing mobile Power User training and safety reminders (sent by site admins).

YOU Get it First

Full Broadcast Messaging System
Mass Notification System (non-emergency)
Emergency Broadcast System

			One- Time Fee
1	System Set up and Training		N/C
250	Mobile Users (Power Users) \$25 per 250 users per month all Followers included	Monthly N/C	Annually \$0.00
1	Site Fee (Includes unlimited followers and unlimited messages sent)	\$50.00	\$600.00
	All Facilities and Staff	Monthly Investment \$50.00	\$600.00
		First Year Investment	\$600.00

Please return a signed copy of this Quote and 50% down payment of the First Year Investment for acceptance. Balance due in 30 days. Quote valid for 30 days.

Acceptance: _____ Date: _____

Locations		Monthly	Annually
1	Per Facilities	\$50.00	\$600.00

PRIVACY POLICY OF FORWARD MOVE, LLC

Effective February 16, 2017

1. Privacy Policy.

We value your privacy and are dedicated to protecting your information and providing you with notice about our information collection and use practices and how you have a choice to opt-in/out of any marketing or promotional contact from us. You may choose to register the installed copy of the "YOU Get it First App" with Forward Move, LLC ("Forward Move") by means provided in the "YOU Get it First App". By voluntarily sharing personally identifiable information by means of registering the "YOU Get it First App", you agree to the following privacy policy.

2. Personally Identifiable Information.

When you register for the "YOU Get it First App", the registration form requires certain personal information to be provided (including, without limitation, your name and email address).

3. Announcement Email Information.

From time to time, we provide information about our products to our customers in the form of email. When you register the "YOU Get it First App", you will have the option to opt-in/out of announcement emails. After successfully registering the "YOU Get it First App", you have the option to set your opt-in/out preference using the "YOU Get it First App's" alert settings. Announcement emails will be emailed directly to the address that you provide when you register.

We may place email links and or forms on our website to allow you to contact us directly. The personal information you provide in these links and forms are used to respond directly to your questions or comments. All information, other than the personal information that you send to Forward Move using these email links or forms, will not be considered or treated as confidential information. Do not send us any information, ideas, suggestions, proposals, or comments that you consider confidential or that you want to be treated as confidential.

4. Use of Your Personally Identifiable Information.

We use personal information to respond to your inquiries, improve our marketing and promotional efforts, to analyze the "YOU Get it First App" and to customize our services. We may use personal information to deliver information to you and to contact you regarding administrative notices. We may also use personal information to resolve disputes and troubleshoot problems.

We may use additional information not considered personally identifiable to analyze and improve troubleshooting techniques and responses, and to improve the value of “YOU Get it First App”(s) and services provided by Forward Move or third parties.

If the email address you provide us is an email address that you access via a wireless device, you understand that your wireless carrier's standard rates apply to these messages, and that you may change your mind at any time and elect to not receive such messages. You also represent that you are the owner or authorized user of the wireless device on which the messages may be received, and that you understand and are authorized to approve the applicable charges.

5. Reminder Alerts.

You may choose to allow the “YOU Get it First App” to provide reminder alerts. Should you allow the “YOU Get it First App” to provide reminder alerts, you understand and agree that this service may be provided using services operated outside of the “YOU Get it First App”. You understand and agree that pertinent data needed for such alerts will be transmitted and temporarily be stored on services operated by Forward Move, and that at the appropriate time, this alert data will be transmitted via corresponding services for delivery to your device or chosen delivery endpoints. At no time is the personal information you provide transmitted via a third-party delivery service unless as required by the nature of the delivery mechanism (electronic mail, for example, requires your name and email address for delivery). Should you disagree with the mechanism of this service, you agree to disable and not use reminder alerts as provided in the “YOU Get it First App”.

6. Required Disclosures.

Forward Move may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to prevent injury or property damage. We will usually attempt to notify you when we are making such a disclosure, but we may not do so in an emergency or when we are prohibited by law or court order from giving such notice.

7. Information Sharing and Third Party Service Partners.

Forward Move may rent, sell, or share personal information about you with other people or non-affiliated companies (with your consent) or if we have a good faith belief that access, use, preservation, or disclosure is reasonably necessary to (a) satisfy any law, regulation, legal process or enforceable governmental request, (b) enforce any applicable Terms of Service (including investigation of potential violations thereof), or (c) detect, prevent or otherwise address fraud, security, or technical issues.

Forward Move may provide services for the “YOU Get it First App” through contractual arrangements with affiliates, service providers, partners and other third parties (“Service Partners”). Forward Move and its Service Partners use your personal information to operate and deliver their products and services.

If Forward Move becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will ensure the confidentiality of any personal information involved in such

transactions and provide reasonable notice before personal information is transferred and becomes subject to a different privacy policy. Such notice may be given by a clear and concise statement on Forward Move's website or in a subsequent update to the "YOU Get it First App" that there has been an update to this privacy policy.

8. Opt-Out Policy.

Forward Move allows you to opt out of our use of your personal information for purposes other than the purpose for which it was provided. This includes, by way of example, marketing and promotional mailings relating to Forward Move products and services. You may exercise this option at the time your personal information is collected by toggling the appropriate setting in the "YOU Get it First App's" settings. In some cases, we may ask you to affirmatively indicate your consent to receive marketing and promotional materials. In the case where you decline the consent to receive marketing and promotional materials, we will not send you any additional materials other than those required by our service agreement with you.

9. Access and Integrity of Stored Personal Information.

The personal information provided to Forward Move during registration of the "YOU Get it First App" is shown directly in the "YOU Get it First App's" settings. Should you wish to actively delete the personal information that has been provided to us, subject to your understanding that certain deletions may affect our ability to provide the Forward Move services you have requested, please send us an email to info@yougetitfirst.com.

10. Links.

The "YOU Get it First App" may include links to other applications or sites. This Privacy Policy applies to the "YOU Get it First App" only. Any information you submit to linked sites or other applications will be subject to the privacy policies of those sites or applications, if any. You should review those policies carefully before providing any information to these linked sites or applications.

11. Security.

Forward Move undertakes practical and reasonable steps to protect personal information from unauthorized or accidental access, disclosure, misuse or processing, or from alteration, destruction, or loss. Personal information that we collect resides on servers operated by Forward Move and is accessible only to personnel who, by virtue of their duties, are required to have access and have been trained in, and tasked with, the observance of the principles embodied in this Privacy Policy.

12. Enforcement.

If you have any questions or complaints regarding how your personal information is treated under this Privacy Policy or generally about the implementation of the principles of this policy, we encourage you to contact info@yougetitfirst.com.

13. Changes to Privacy Policy.

Should we decide to change this Privacy Policy, we will update it with the release or update of the "YOU Get it First App" or on the following website: yougetitfirst.com, so that you will always know what personal information we gather, how we might use it, and whether we will disclose it to anyone. Unless you opt out of receiving announcement emails from us, as you may do so in the manner described herein, we may also notify you by email of changes to this Privacy Policy.

LICENSE AGREEMENT FOR SMARTPHONE/TABLET APP

Effective: February 16, 2017

This License Agreement, together with all updates, additional terms, and all of Forward Move, LLC's rules and policies ("Agreement") governs your ("you", "You", "your", or "Your") use of the "YOU Get it First App", the Services and the Site (collectively, the "Technology") provided by Forward Move, LLC its subsidiaries and contractors ("Forward Move," "we," "us" or "our") designed to operate on your Smartphone and/or tablet (your "Computing Device").

The Technology is licensed, not sold.

You acknowledge that the Agreement is entered into by and between Forward Move and you. Your use of the Technology constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by Forward Move. Forward Move reserves the right to change or modify this Agreement or any other Forward Move policies related to use of the Technology at any time, and at its sole discretion, by posting revisions on an update to the Technology or on the Internet at yougetitfirst.com. Continued use of the Technology following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. Term and Termination.

This Agreement is entered into as of your first access or use of the Services or a Site (the "Effective Date"). This Agreement will be effective upon the Effective Date. If You have ordered a trial subscription for the Services or a subscription to any free Services (a "Trial/Free Subscription"), then the term of this Agreement will continue for the period of the Trial/Free Subscription indicated on the order form and will thereafter expire unless You place an order for a non-trial subscription to the Services prior to the completion thereof. If You have ordered a non-trial subscription to the Services, then the term of this Agreement will continue for the initial period stated in the applicable order and will thereafter automatically renew for successive additional

periods of equal duration. If no initial period is stated in the applicable order, this Agreement will continue for an initial period of 1 month and will thereafter automatically renew for successive additional 1-month periods. Unless terminated as set forth herein, the term of this Agreement will continue to renew until You notify Forward Move that You do not wish to renew the Agreement at least 10 days prior to the end of the then-current period. In all other cases, the term of this Agreement will continue until terminated as set forth herein. Notwithstanding the foregoing, Your rights under this license will terminate automatically without notice from Forward Move if you fail to comply with any term(s) of this Agreement. In addition, Forward Move may also immediately and indefinitely suspend Your access to the Sites or Services, with or without notice to You, upon any actual, threatened or suspected breach of this Agreement or of applicable law or upon any other conduct deemed inappropriate or detrimental to the Services by Forward Move (including, but not limited to, rogue script, bad send and unauthorized takeover or other malicious activity on Your Account). Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Sites and Services; (c) all Fees then owed by You will become immediately due and payable; (d) You will immediately either return to Forward Move or, at Forward Move's discretion, destroy the Forward Move Content, Account IDs, and other information related to this Agreement in Your possession or control; and (e) Forward Move may delete any of Your Content held by Forward Move within 10 days after the date of termination.

2. Payment.

You agree to pay Forward Move all fees set forth in each order and any fees otherwise specified on the Site or through the Services ("Fees"). All Fees will be billed as indicated in each order. If the applicable order does not specify any applicable billing terms, the initial payment of Fees specified under that order for each period in Your subscription will be due and payable by You in advance on or before the Effective Date and again on or before the completion of each subsequent period under this Agreement. If You have specified credit card or direct withdrawal from a bank account as an applicable payment mechanism under this Agreement, You grant Forward Move the right to charge the credit card or debit the bank account provided to Forward Move for all Fees incurred under this Agreement. All Fees will be non-refundable once paid to Forward Move (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. Forward Move may change any portion of the Fees by posting the changes to the Sites or otherwise notifying You through the Services of the change, such changes to take effect at the beginning of the next period of this Agreement. If Forward Move requires use of collection agencies, attorneys, or courts of law for collection on Your account, You will be responsible for those expenses. You will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

3. License.

The license granted to you by Forward Move for the Technology is limited to a non-transferable license to use the Technology on any Computing Device that you own or control. This license does not allow you to use the Technology on any Computing Device that you do not own or control. You may not rent, lease, lend, sell, redistribute or sublicense the Technology. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Technology, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as

may be permitted by the licensing terms governing use of any open sourced components included with the Technology). Any attempt to do so is a violation of the rights of Forward Move and its licensors. If you breach this restriction, you may be subject to prosecution and damages. You agree to comply with applicable third party terms of agreement when using the Technology. If You desire to integrate the Service into any of the services offered by You and/or provide the Service to Your customers and potential customers ("OEM Users") as an integrated part of Your business (the "OEM Service"), You will also be subject to the OEM terms and conditions set forth in Section 25 below

4. Account.

The rights granted to You under this Agreement entitle You to access the Services through accounts (each, an "Account"). You will be provided with a user identification and password applicable to each Account You have purchased (each such user identification and password, an "Account ID"). Each Account ID is personal in nature and may be used only by You or, if You are an organization, by designated employees within Your organization or contractors who are contractually required to comply with the terms of this Agreement (such individual, as applicable, the "User" of the Account). You are solely responsible for all use of the Services by each User and for compliance by each User with the applicable terms of this Agreement. You will ensure the security and confidentiality of each Account ID and will notify Forward Move immediately if any Account ID is lost, stolen or otherwise compromised. You acknowledge that You are fully responsible for all costs, fees, liabilities or damages incurred through use of each Account ID (whether lawful or unlawful) and that any Services ordered or transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by You. In no event will Forward Move be liable for the foregoing obligations or the failure by You to fulfill such obligations. You will be solely responsible, at Your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for You and each User to connect to, access, and use the Services and the Sites.

5. Services; Third-Party Materials

Forward Move provides certain services relating to the development, transmission, analysis, and management of email messages ("Services") through the web site located at www.yougetitfirst.com and such other sites as may be designated by Forward Move (each, the "Site" or collectively, the "Sites"). Use of the Services may require Internet access and you accept additional terms of service by making use of these Internet-accessible Services. All access to and use of the Services available through the Site is subject to the terms of this Agreement. If You wish to access and use the publicly available portions of the Services and the Site, You may do so only in compliance with the terms of this Agreement.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the third parties' results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. You agree to use the Services at your sole risk and that Forward Move shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. You acknowledge that the content you encounter does not necessarily reflect the opinions or policies of Forward Move.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that Forward Move is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Forward Move does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or web sites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you.

You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Forward Move is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

Forward Move reserves the right to change, suspend, remove, terminate, or disable access to any Services for any or no reason at any time without notice. In no event will Forward Move be liable for the removal of, termination, or disabling of access to any such Services. Forward Move may also impose limits on the use of or access to certain Services, in any case, and without notice or liability

6. Forward Move Content and Your Content.

Forward Move Content. Forward Move provides You with access to certain data, information and other content through the Site and Services ("Forward Move Content"). Unless otherwise noted on the Site, as between You and Forward Move, all Forward Move Content is owned by Forward Move. Subject to this Agreement, each User and OEM User (as applicable) may: (a) access the Forward Move Content (without modification) solely for Your own personal or business purposes in connection with the use of the Services; and (b) distribute the Forward Move Content (without modification) as incorporated into emails generated and sent by You or any OEM User (as applicable) through the Services. Except as expressly provided in this Agreement, You will not, and will not permit any User or OEM User (as applicable) to: (i) alter, modify, reproduce, or create derivative works of the Forward Move Content; (ii) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer the Forward Move Content, including, without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties; or (iii) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with the Forward Move Content. Certain of the Forward Move Content includes or is based on data, information and content from independent third party providers ("Third Party Content"). Forward Move uses commercially reasonable measures to ensure that the Third Party Content is reliable, but Forward Move has no independent basis to verify or contradict the accuracy or completeness of the Third Party Content and will not be responsible for any erroneous Third Party Content provided through the Services.

Your Content. You will be solely responsible for all data, information and other content provided by, or collected or obtained from, You or any of Your Users or OEM Users (as applicable) through the Services, including, without limitation, all personally identifiable information relating to You or any of Your Users, customers, OEM Users, service providers, employees, contractors or agents ("Your Content"). Forward Move does not claim ownership of any content you upload. However,

Forward Move does need certain rights from you, with respect to your content, in order to operate certain features under this Agreement. Therefore, with respect to your photographs, video and literature, you grant Forward Move a worldwide, royalty-free, non-exclusive, fully sub-licensable license to use, distribute, reproduce, modify and publicly display said content (in whole or in part). You agree that Forward Move may place such advertisements and promotions on, about, or in conjunction with your content. The manner, mode and extent of such advertising and promotion are subject to change without specific notice to you. You represent and warrant that none of Your Content violates this Agreement or the Privacy Policy. You will maintain an adequate back-up of all Your Content and Forward Move will not be responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. Forward Move may take remedial action if any of Your Content violates this Agreement, provided that Forward Move is under no obligation to review any of Your Content for accuracy or potential liability. You represent and warrant to Forward Move that You have all necessary right, title, interest and consent necessary to allow Forward Move to use Your Content for the purposes for which You or any OEM User (as applicable) provides Your Content to Forward Move, including, without limitation, the delivery of any and all emails and other communications. You will defend, indemnify and hold harmless Forward Move from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorney's fees) incurred or arising from any claim by a third party arising out of or relating to Your Content or the use thereof by Forward Move in providing the Services. For the purpose of clarity, Sensitive Data (as defined below) will not be provided to Forward Move at any time. For purposes of this Agreement, "Sensitive Data" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof), (b) employment, financial or health information, (c) ethnic or religious affiliation or sexual orientation, (d) criminal history, (h) mother's maiden name or (i) any other information or combinations of information that is deemed sensitive under the legal framework of any applicable jurisdiction.

You agree that Forward Move shall have the right to archive copies of any content you upload to the Technology, and to use a copy of that content to promote Services and Technology now and in the future.

7. Copyrights And Trademarks.

You acknowledge that no title to the intellectual property in the Technology is transferred to you. You further acknowledge that title and full ownership rights to the Technology will remain the exclusive property of Forward Move and you will not acquire any rights to therein. Forward Move retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology, Forward Move content and any additions, improvements, updates, and modifications thereto. You acknowledge that You are not receiving any ownership interest in or to any of the foregoing, and no right or license is granted to You to use them apart from Your right to access the Services under this Agreement. The Forward Move name, logo and the product and service names associated with the Technology are trademarks of Forward Move (or its third party providers), and no right or license is granted to You to use them. For purposes of this Agreement, "IPR" means any and all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

This Technology is protected by copyright laws, international copyright treaties, other intellectual property laws and treaties.

8. Updates Or Upgrades To The Technology.

Forward Move is not obligated to provide any updates or upgrades to the Technology.

9. Disclaimer.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE TECHNOLOGY IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FORWARD MOVE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE TECHNOLOGY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Forward Move does not warrant against interference with your enjoyment of the Technology, that the functions contained in, or Services performed or provided by, the Technology will meet your requirements, that the operation of the Technology will be uninterrupted or error-free, or that defects in the Technology will be corrected. Forward Move assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication. Forward Move is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of any email due to technical problems or traffic congestion on the internet or on any of the Technology or combination thereof, including any injury or damage to users or to any person's smartphone and/or table related to or resulting from participation in connection with the Services.

No oral or written information or advice given by Forward Move or its authorized representative shall create a warranty.

Forward Move cannot guarantee and does not promise any specific results from use of the Forward Move Services.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

10. Limitation Of Liability; Intellectual Property Rights.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL FORWARD MOVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE TECHNOLOGY (OR ANY FORWARD MOVE CONTENT PROVIDED THROUGH THE TECHNOLOGY), EVEN IF FORWARD MOVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. FORWARD MOVE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO FORWARD MOVE HEREUNDER IN THE 1 MONTH PRECEDING ANY SUCH INITIAL OCCURRENCE OF LIABILITY (OR, IF NO SUCH FEES HAVE BEEN PAID, \$10.00). YOU AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT FORWARD MOVE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, FORWARD MOVE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FOR THE PURPOSE OF CLARITY, FORWARD MOVE WILL NOT BE LIABLE, AND WILL HAVE NO OBLIGATION TO INDEMNIFY YOU, FOR (A) SENSITIVE DATA SENT TO FORWARD MOVE; (B) VIOLATION OF ANY LAW BY FORWARD MOVE WHEN ACTING AT YOUR OR ANY OEM USER'S (AS APPLICABLE) DIRECTION; (C) THE SENDING BY FORWARD MOVE OF YOUR OR ANY OEM USER'S (AS APPLICABLE) EMAILS, INCLUDING ANY CLAIMS AGAINST FORWARD MOVE DUE TO YOUR OR ANY OEM USER'S (AS APPLICABLE) SENDING OR DATA COLLECTION PRACTICES OR YOUR CONTENT.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Forward Move's Obligation to Defend.

We will at our expense and option, defend or settle any claim brought against you alleging that the Technology or your possession and use of the Technology breaches any third-party intellectual property rights. We will be solely responsible for the investigation, defense, settlement and discharge of this third-party intellectual property infringement claim.

We will have no obligation with respect to any claim under this section unless: (a) you promptly notify us about the claim; (b) you allow us to have sole control of the defense and settlement of such claim; and (c) you provide us with reasonable assistance in connection with our defense and settlement of such claim.

If the Technology infringes or misappropriates, or in our reasonable determination is likely to infringe or misappropriate any third party's intellectual property rights, then we may, at our sole option and expense: (a) obtain from the third party the right to continue to use the Technology consistent with the rights granted hereunder; or (b) modify the Technology to avoid and eliminate such infringement or misappropriation.

We will not be liable for any infringement based on: (a) modification of the Technology by anyone other than us; or (b) the combination of the Technology with other software, items or processes

not furnished by us if such infringement would have been avoided by the use of the Technology alone.

12. Restrictions and Indemnification By You.

You acknowledge that the Technology and their structure, organization, and underlying data, information and source code constitute valuable trade secrets of Forward Move. You will not, and will not permit any third party (including any OEM User, as applicable) to: (1) access or use the Services or the Sites, in whole or in part, except as expressly provided in this Agreement; (2) use the Technology to harvest or collect e-mail addresses or other contact information of third parties by any means for the purposes of sending unsolicited e-mails or other unsolicited communications; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or Services; (4) use automated scripts to collect information from or otherwise interact with the Technology; (5) use the Technology to intimidate or harass any other people or entities; alter, modify, reproduce, create derivative works of the Technology; (6) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Technology, or access thereto, available to any third party; (7) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Technology; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Sites or Services; (9) interfere in any manner with the operation or hosting of the Technology, or attempt to gain unauthorized access to the Technology; or (10) use the Service for any high risk activities including, but not limited to, the operation of nuclear facilities, air traffic control, life support systems, emergency services or where the use or failure of the Service could lead to death, personal injury or environmental damage (collectively, "High Risk Activities"). Forward Move does not intend uses of the Service to create obligations under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act ("GLBA") or similar laws and makes no representations that the Service satisfies the requirements of such laws. If You are (or become) a Covered Entity or Business Associate (as defined in HIPAA) or a Financial Institution (as defined in GLBA), You agree not to use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) or Nonpublic Personal Information (as defined in GLBA). You will not allow any access to or use of the Services by anyone other than Your authorized Users or OEM Users (as applicable), and any such use will be consistent with the terms, conditions and restrictions set forth in this Agreement.

You agree to indemnify and hold Forward Move, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Technology in violation of this Agreement, arising from a breach of this Agreement, any breach in your representations or warranties, or if any content you upload to the Services causes Forward Move to be liable to another.

13. Export Control.

You may not use or otherwise export or re-export the Technology except as authorized by United States law and the laws of the jurisdiction in which the Technology was obtained. In particular,

but without limitation, you may not export or re-export the Technology: (a) into any United States embargoed countries; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the Technology, you represent and warrant that: (i) you will not use these products for any purpose prohibited by United States law, including without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons; (ii) you are not located in a country that is subject to a United States government embargo or has been designated by the United States government as a "terrorist supporting" country; and (iii) you are not listed on any United States government list of prohibited or restricted parties.

14. Injunctive Relief.

Forward Move has the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

15. Choice Of Law, Jurisdiction And Venue.

You agree that any disputes between Forward Move and you shall be resolved under the substantive law of the state of Wisconsin (exclusive of its choice of law provisions). You and Forward Move agree to submit all disputes to the exclusive jurisdiction of the state and federal courts located in Green Bay, Wisconsin. You irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Forward Move.

16. Section Titles.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

17. Non-Waiver.

Forward Move's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

18. Severability.

The parties agree that each provision of this Agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

19. Assignment.

You may not assign your rights under this Agreement to any third party; Forward Move may assign your rights under this Agreement without condition.

20. Product Questions, Comments, Claims And Contact Information.

We are responsible for addressing any questions, comments or claims relating to the Technology, including but not limited to: (a) product liability claims; (b) any claim that the Technology fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. If you have any comments or questions, please contact Forward Move at:

Forward Move, LLC 321 St. George Street Green Bay, WI 54302
Telephone: 920-461-4188 Email: info@yougetitfirst.com

21. Dispute Resolution.

The parties agree that any disputes or questions arising under this Agreement, including the construction or application of this Agreement, shall first be submitted to mediation. Any mediation settlement by the parties shall be put in writing, signed by both parties, and added to this Agreement as an attachment, amendment, or modification hereof. If mediation between the parties does not result in a mutual settlement within thirty (30) days after submission to mediation, then each party shall have the right to seek enforcement of the obligations of this Agreement through circuit court action or, if the parties mutually agree in writing, through binding arbitration pursuant to the provisions of Chapter 788 of the Wisconsin Statutes. In the event the parties mutually agree in writing to submit to binding arbitration, the parties shall mutually select a single independent arbitrator within ten (10) days of their agreement to arbitrate. If the parties cannot agree on an arbitrator, the arbitrator shall be chosen by a Circuit Court judge from Brown County, Wisconsin. Unless the parties otherwise agree, the arbitration shall take place and the arbitrator's decision shall be made not more than sixty (60) days after the date of either party's demand for arbitration. The cost and expense of the arbitrator and location costs shall be borne equally by the parties to the dispute. All other costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this section shall be borne by the party incurring such cost and expense, except that the arbitrator in its discretion shall have the authority to award attorneys fees and costs to the prevailing party. The decision of the arbitrator shall be final and judgment upon the arbitration award may be entered in the circuit court having jurisdiction thereof upon the request of any party. In the event the parties do not mutually agree in writing to submit to binding arbitration and, in the alternative, seek enforcement hereunder through circuit court action, all costs and expenses relating thereto, including reasonable attorney's fees and expert's fees, of either party incurred in litigating any dispute shall be borne by the party incurring such cost and expense.

22. Promotional Consent.

Forward Move may reference You as a user of the Services and use Your name and logo, as applicable, in listings of users of the Services appearing on the Forward Move web site and for other marketing and promotional purposes relating to the Services.

23. Requesting a Refund.

If you paid for the Technology, and if the Technology fails to conform to any applicable warranty (if any), please notify us and we will refund to you the price you paid for the Technology. In addition, if you are not satisfied for any reason (in the first 45 days from the Effective Date) with the Technology provided to you by Forward Move, we will refund your administrative fee and any fees for messages you have sent. There is a catch, we will ask you WHY. And that's it.

24. Privacy Policy.

Forward Move's most current Privacy Policy, available at yougetitfirst.com applies to use of the Technology, and its terms are made a part of this Agreement by this reference.

In respect of Your or the OEM Users' (as applicable) use of the Site and Services and in relation to any personally identifiable and other data and information You or any OEM User (as applicable) provides to Forward Move through the Site and Services, You expressly consent to the use and disclosure of that data and information as described in Forward Move's then-current privacy policy displayed on the Site ("Privacy Policy"). Notwithstanding anything in the Privacy Policy, Forward Move will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your or any OEM User's (as applicable) access to the Site and Your or any OEM User's (as applicable) use and operation of the Services (including, by way of example and not limitation, information relating to volumes, frequencies, recipients, bounce rates, or any other information regarding the email and other communications You and any OEM User (as applicable) generates and sends using the Services). To the extent any such non-personally identifiable data or information is collected or generated by Forward Move, the data and information will be solely owned by Forward Move and may be used by Forward Move for any lawful business purpose without a duty of accounting to You or any OEM User, provided that the data and information is used only in an aggregated form, without directly identifying You, any User, OEM User or customer, or any other entity or natural person as the source thereof. You acknowledge that email is an insecure medium that is generally not encrypted in transit, and security of information transmitted through the Internet can never be guaranteed. Forward Move is not responsible for any interception or interruption of any communications through the Internet or for changes to or loss of Your Content.

25. Additional Terms for OEM Services.

The terms set forth in this Section shall be in addition to, and not in lieu of, the terms set forth elsewhere in this Agreement.

Integration and Use of the Forward Move Interface. Forward Move will provide You with the right to integrate the Service into the OEM Service through one or more interfaces for the Service designated by Forward Move during the term of this Agreement (each, a "Forward Move

Interface”) and to offer the Service to OEM Users as an integrated part of the OEM Service. You will access the Service only through the Forward Move Interfaces designated by Forward Move, for purposes of integrating the Service into the OEM Service.

OEM Account. You will be provided with an administrative account to manage access to and use of the Service (the “OEM Account”). The OEM Account may be accessed and used only by You for purposes of (a) establishing and administering OEM User access to the Services and (b) utilizing the Service to send email messages to OEM Users in connection with Your business. You will be solely responsible for all use of the OEM Account. You will ensure the security and confidentiality of all usernames and passwords associated with the OEM Account and will notify Forward Move immediately if any such information is lost, stolen or otherwise compromised. You will be fully responsible for all liabilities and damages incurred through use of the OEM Account (whether lawful or unlawful). Any transactions completed through any OEM Account will be deemed to have been completed by You. In no event will Forward Move be liable for the foregoing obligations or the failure by You to fulfill such obligations.

Use of the Service by OEM Users. Prior to allowing any OEM User to access or use any OEM Service, including any portion of the Service, You will require that the OEM User become legally bound by this Agreement. You assume all responsibility and liability for the actions of all OEM Users, including all use of or access to the Service by each OEM User or by You on behalf of any OEM User and will be responsible for each OEM User’s compliance or failure to comply with this Agreement. You will promptly notify Forward Move upon becoming aware of any breach of any OEM User.

26. Acceptance.

This Agreement constitutes the entire agreement between you and Forward Move regarding the use of the Technology and supersedes any prior or contemporaneous understandings and agreements between you and Forward Move related to its subject matter.

You hereby represent, warrant, and covenant for the benefit of Forward Move that:

- (a) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement;
- (b) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection with any of the Services;
- (c) Your Content, and any other data, information or content You or any OEM User (as applicable) provides to Forward Move in connection with this Agreement and Your and each OEM User’s (as applicable) access to the Site and use of the Services, is correct and current.

YOU AGREE THAT YOU HAVE READ THE TERMS AND CONDITIONS SET FORTH HEREIN CAREFULLY. FILLING IN THE SPACE NEXT TO “I ACCEPT THE TERMS IN THE LICENSE AGREEMENT” INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH SUCH TERMS AND CONDITIONS, CLICK “CANCEL”.

Terms and Conditions

CONDITIONS OF USE. Your use of the website yougetitfirst.com ("Website") of Forward Move, LLC ("Forward Move, LLC" or "We") is governed by these Terms & Conditions. By using this Website, you agree to these Terms & Conditions. Please read them carefully. Forward Move, LLC may at any time revise these Terms & Conditions by updating this page, and any such revisions shall be effective when posted to the Website. We therefore encourage you to visit this page from time to time to review the current Terms & Conditions.

DISCLAIMER. The materials on this Website are provided "as is," with no warranties, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We reserve the right to modify the information contained on this Website at any time without notice. Despite the reasonable efforts of Forward Move, LLC, information on this Website may contain inaccuracies or typographical errors.

RESTRICTIONS ON USE. You may use the content of this Website for personal use only (either individually or in your capacity as the representative of a current or prospective customer of Forward Move, LLC).

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LIMITATION OF LIABILITY. Under no circumstances shall We be liable for any losses or damages of any kind, whether direct, indirect, incidental, consequential, or punitive, that are alleged to result in any way from the use of any portion or feature of this Website. If the foregoing limitation of liability is not enforceable in whole or in part, then in no event shall Forward Move, LLC's total liability to a Website user for any loss or damage shown to have arisen from the use of this Website exceed the user's internet access fees for the month in which the access leading to the proven loss or damage occurred.

Term and Conditions of Use; Revisions

If you choose to visit our site, your visit and any dispute over privacy is subject to this Privacy Statement and our site's Terms and Conditions of Use, including limitations on damages. We reserve the right to modify this statement at any time without notice other than posting the change(s).



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Operator license applications.

ATTACHMENTS:

- 6-18-19 (PDF)

CITY OF DE PERE
License Committee - June 18, 2019

Previously Tabled Operator License Applications	
1	FOGEL, BRYANNA C.
2	KASSNER, OLIVIA A.
3	MEYER, JADE M.

New Operator License Applications	
1	BUGGS, SUE L.
2	CARROLL, ASHLEY K.
3	DEMERS, KEYONI R.
4	FOLSOM, MURIEL L.
5	GOFFARD, NICHOLAS A.
6	GRENGS, BENOIT R.
7	HENDRICKS, SIERRA L.
8	HUBERT, SAMUEL L.
9	KELLER, KATHARINA N.
10	LINSEN, PIPER I.
11	MOMBERG-WEBB, AMY L.
12	REYNOLDS, JEAN M.
13	RHEINGANS, ALEX M.
14	ROSENTHAL, ALLIE B.
15	ROSS, ASHLEY C.
16	SEVERANCE, DANIEL J.
17	VAJKO, JONATHAN E.

Attachment: 6-18-19 (8421 : Operator license applications.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 18, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 6-18-19 VOUCHERS (PDF)

6/12/2019 4:23 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06116 JUN 2019 COUNCIL - 2 6-18-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS I-6339-272446	ADVANCE AUTO PARTS	R	6/18/2019		9.56CR	088985	9.56
6802	ADVANCED DISPOSAL I-B80000666419	ADVANCED DISPOSAL	R	6/18/2019		287.85CR	088986	287.85
0302	AIRGAS USA LLC I-9089028355 I-9089028356 I-9961993971	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R R	6/18/2019 6/18/2019 6/18/2019 6/18/2019		175.80CR 75.53CR 220.42CR	088987 088987 088987	471.75
0009	AMERICAN OVERHEAD DOOR I-148827	AMERICAN OVERHEAD DOOR	R	6/18/2019		1,276.14CR	088988	1,276.14
7752	ARBOR VANTAGE LLC I-368	ARBOR VANTAGE LLC	R	6/18/2019		750.00CR	088989	750.00
7507	DEBORAH ARMBRUSTER I-201906129454	DEBORAH ARMBRUSTER	R	6/18/2019		202.68CR	088990	202.68
1781	ASPHALT SEAL & REPAIR INC I-19-13 (1)	ASPHALT SEAL & REPAIR INC	R	6/18/2019		25,098.24CR	088991	25,098.24
0442	BADGER LABORATORIES INC I-19-4010866	BADGER LABORATORIES INC	R	6/18/2019		60.00CR	088992	60.00
0019	BADGER POPCORN & CONC SUPPLY INC I-437242 I-437243	BADGER POPCORN & CONC SUPPLY I BADGER POPCORN & CONC SUPPLY I	R R	6/18/2019 6/18/2019		1,099.00CR 403.78CR	088993 088993	1,502.78
0020	BADGERLAND PRINTING INC I-33429 I-33455	BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R	6/18/2019 6/18/2019		215.00CR 75.00CR	088994 088994	290.00
0027	BAY TOWEL INC I-2850877 I-2857881	BAY TOWEL INC BAY TOWEL INC	R R	6/18/2019 6/18/2019		110.37CR 93.72CR	088995 088995	204.09
7925	BIG ASS FANS I-714921	BIG ASS FANS	R	6/18/2019		2,055.00CR	088996	2,055.00
6849	ERIN BONGERS I-201906129456	ERIN BONGERS	R	6/18/2019		75.69CR	088997	75.69

Attachment: 6-18-19 VOUCHERS (8412 : Voucher approval.)

6/12/2019 4:23 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 06116 JUN 2019 COUNCIL - 2 6-18-19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
	I-451689PX1	BROADWAY AUTOMOTIVE INC	R	6/18/2019		47.92CR	088998	
	I-610373	BROADWAY AUTOMOTIVE INC	R	6/18/2019		2,673.17CR	088998	2,721.09
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-40414	BROWN COUNTY PORT SOLID WASTE	R	6/18/2019		33,616.17CR	088999	33,616.17
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201906129476	BROWN COUNTY REGISTER OF DEEDS	R	6/18/2019		150.00CR	089000	150.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-P10924	BRUCE MUNICIPAL EQUIPMENT INC	R	6/18/2019		483.71CR	089001	483.71
6061	CARRICO AQUATIC RESOURCES INC							
	I-20192268	CARRICO AQUATIC RESOURCES INC	R	6/18/2019		3,375.00CR	089002	
	I-20192459	CARRICO AQUATIC RESOURCES INC	R	6/18/2019		482.19CR	089002	3,857.19
0536	CDW GOVERNMENT INC							
	I-SJZ1593	CDW GOVERNMENT INC	R	6/18/2019		236.25CR	089003	
	I-SKR8317	CDW GOVERNMENT INC	R	6/18/2019		113.24CR	089003	349.49
2708	CLEANING SOLUTION SERVICES INC							
	I-19077	CLEANING SOLUTION SERVICES INC	R	6/18/2019		1,657.49CR	089004	
	I-19080	CLEANING SOLUTION SERVICES INC	R	6/18/2019		1,349.21CR	089004	
	I-19125	CLEANING SOLUTION SERVICES INC	R	6/18/2019		825.00CR	089004	3,831.70
7639	CORE & MAIN LP							
	I-K624122	CORE & MAIN LP	R	6/18/2019		568.75CR	089005	568.75
7034	CAREY DANEN							
	I-201906129457	CAREY DANEN	R	6/18/2019		16.35CR	089006	16.35
6700	DARLEY CO							
	I-17362847	DARLEY CO	R	6/18/2019		414.69CR	089007	414.69
1436	DE PERE AREA CHAMBER OF COMMERCE							
	I-12659	DE PERE AREA CHAMBER OF COMMER	R	6/18/2019		225.00CR	089008	225.00
5634	EGOV STRATEGIES LLC							
	I-8-2766	EGOV STRATEGIES LLC	R	6/18/2019		5,375.00CR	089009	5,375.00
0084	ELMSTAR ELECTRIC CORP							
	I-13578001	ELMSTAR ELECTRIC CORP	R	6/18/2019		29,766.61CR	089010	29,766.61

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0085	EMERGENCY MEDICAL PRODUCTS INC I-2074580	EMERGENCY MEDICAL PRODUCTS INC	R	6/18/2019		96.06CR	089011	96.06
0086	ERC INC I-ERC-0519-0809	ERC INC	R	6/18/2019		429.00CR	089012	429.00
2627	FESTIVAL FOODS INC I-445188-91	FESTIVAL FOODS INC	R	6/18/2019		14.06CR	089013	14.06
0096	FIRE APPARATUS & EQUIPMENT INC I-19651 I-19657	FIRE APPARATUS & EQUIPMENT INC FIRE APPARATUS & EQUIPMENT INC	R R	6/18/2019 6/18/2019		59.14CR 1,732.51CR	089014 089014	 1,791.65
0200	FIRST SUPPLY LLC I-11693990-00 I-11694964-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R R	6/18/2019 6/18/2019		12.84CR 52.19CR	089015 089015	 65.03
4176	FRANK'S RADIO SERVICE INC I-113544	FRANK'S RADIO SERVICE INC	R	6/18/2019		3,284.21CR	089016	3,284.21
3655	FUN EXPRESS LLC I-696558555-01	FUN EXPRESS LLC	R	6/18/2019		217.66CR	089017	217.66
7928	FUN FOOD FACTORIES I-201906129458	FUN FOOD FACTORIES	R	6/18/2019		88.00CR	089018	88.00
0562	GALLS LLC I-12593200 I-12662964 I-12753417 I-12767067 I-12810177	GALLS LLC GALLS LLC GALLS LLC GALLS LLC GALLS LLC	R R R R R	6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019		53.00CR 190.99CR 44.99CR 93.93CR 44.99CR	089019 089019 089019 089019 089019	 427.90
5830	GRAEF INC I-103705 I-103706	GRAEF INC GRAEF INC	R R	6/18/2019 6/18/2019		24,125.00CR 495.58CR	089020 089020	 24,620.58
0116	GRAINGER INC I-9176375401	GRAINGER INC	R	6/18/2019		251.17CR	089021	251.17
0124	GREEN BAY CITY TREASURER I-119523	GREEN BAY CITY TREASURER	R	6/18/2019		7,601.00CR	089022	7,601.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2947	MATTHEW GUTH I-201906129459	MATTHEW GUTH	R	6/18/2019		142.25CR	089023	142.25
0351	HACH COMPANY I-11475453	HACH COMPANY	R	6/18/2019		118.93CR	089024	118.93
6023	EUGENE HACKBARTH I-201906129461	EUGENE HACKBARTH	R	6/18/2019		59.74CR	089025	59.74
0446	HAWKINS INC I-4501607	HAWKINS INC	R	6/18/2019		4,479.20CR	089026	4,479.20
7208	HOLIDAY WHOLESALE I-9012666	HOLIDAY WHOLESALE	R	6/18/2019		217.00CR	089027	217.00
5484	HYDROCORP INC I-52385-IN I-52577-IN	HYDROCORP INC HYDROCORP INC	R R	6/18/2019 6/18/2019		2,876.00CR 2,309.00CR	089028 089028	 5,185.00
1399	INDOFF INC I-254619 I-3251871 I-3251884 I-3252494 I-3254620	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R	6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019		41.85CR 79.72CR 166.47CR 138.12CR 419.95CR	089029 089029 089029 089029 089029	 846.11
1276	JX ENTERPRISES INC C-1482164P I-1478434 I-1481375P I-1481536P I-1482403P I-1482462P I-1482466P I-1483356P I-1483463P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R R R	6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019 6/18/2019		52.28 10.54CR 255.00CR 11.94CR 87.54CR 66.85CR 11.94CR 341.99CR 38.26CR	089030 089030 089030 089030 089030 089030 089030 089030 089030	 771.78
7829	KENS SPORTS INC I-204177	KENS SPORTS INC	R	6/18/2019		1,047.62CR	089031	1,047.62
4584	KRUCZEK CONST INC I-18-14 (6)	KRUCZEK CONST INC	R	6/18/2019		147,936.13CR	089032	147,936.13

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC I-50543913	KUNDINGER FLUID POWER INC	R	6/18/2019		414.98CR	089033	414.98
0153	LAFORCE INC I-1096871 I-1096876	LAFORCE INC LAFORCE INC	R	6/18/2019		280.98CR	089034	
		LAFORCE INC	R	6/18/2019		95.70CR	089034	376.68
0779	VICKIE LAMBERT I-201906129462	VICKIE LAMBERT	R	6/18/2019		12.12CR	089035	12.12
0154	LAMERS BUS LINES INC I-201906129463	LAMERS BUS LINES INC	R	6/18/2019		339.15CR	089036	339.15
2044	LIGHTHOUSE TITLE - GREEN BAY TITLE I-WGB19-05263126	LIGHTHOUSE TITLE - GREEN BAY T	R	6/18/2019		65.00CR	089037	65.00
7444	SARA LORNSON I-201906129464	SARA LORNSON	R	6/18/2019		41.18CR	089038	41.18
7185	M3 INSURANCE SOLUTIONS, INC. I-40699 I-40911	M3 INSURANCE SOLUTIONS, INC. M3 INSURANCE SOLUTIONS, INC.	R	6/18/2019		10,652.00CR	089039	
			R	6/18/2019		11,888.26CR	089039	22,540.26
7260	MCDONOUGH, DOUGLAS I-201906129465	MCDONOUGH, DOUGLAS	R	6/18/2019		100.00CR	089040	100.00
0173	MENARDS INC I-47697 I-48134 I-48394 I-48399 I-48400 I-48485 I-48530 I-48591 I-48614 I-48675 I-48835 I-48850 I-48890 I-48895 I-48953 I-48966 I-49069 I-49119 I-49133 I-49177 I-49180 I-49197 I-49198 I-49261 I-49436	MENARDS INC MENARDS INC	R	6/18/2019		11.97CR	089041	
			R	6/18/2019		224.85CR	089041	
			R	6/18/2019		68.33CR	089041	
			R	6/18/2019		23.72CR	089041	
			R	6/18/2019		10.97CR	089041	
			R	6/18/2019		3.23CR	089041	
			R	6/18/2019		44.76CR	089041	
			R	6/18/2019		192.30CR	089041	
			R	6/18/2019		89.35CR	089041	
			R	6/18/2019		45.84CR	089041	
			R	6/18/2019		74.53CR	089041	
			R	6/18/2019		14.89CR	089041	
			R	6/18/2019		84.88CR	089041	
			R	6/18/2019		136.97CR	089041	
			R	6/18/2019		48.50CR	089041	
			R	6/18/2019		76.19CR	089041	
			R	6/18/2019		157.85CR	089041	
			R	6/18/2019		30.93CR	089041	
			R	6/18/2019		144.89CR	089041	
			R	6/18/2019		12.06CR	089041	
			R	6/18/2019		39.55CR	089041	
			R	6/18/2019		55.84CR	089041	
			R	6/18/2019		94.95CR	089041	
			R	6/18/2019		29.99CR	089041	
			R	6/18/2019		49.90CR	089041	1,767.24

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	6/18/2019			089042	**VOID**
0180	MONROE TRUCK EQUIPMENT INC							
	I-807950	MONROE TRUCK EQUIPMENT INC	R	6/18/2019		143.00CR	089043	
	I-807953	MONROE TRUCK EQUIPMENT INC	R	6/18/2019		143.00CR	089043	286.00
3191	NCI							
	I-AR15789	NCI	R	6/18/2019		74.00CR	089044	
	I-AT12401	NCI	R	6/18/2019		74.85CR	089044	148.85
7129	NELSON & ASSOCIATES LLC							
	I-1074-19604	NELSON & ASSOCIATES LLC	R	6/18/2019		64.09CR	089045	
	I-1075-19605	NELSON & ASSOCIATES LLC	R	6/18/2019		210.38CR	089045	
	I-1076-19607	NELSON & ASSOCIATES LLC	R	6/18/2019		116.96CR	089045	
	I-1077-19608	NELSON & ASSOCIATES LLC	R	6/18/2019		26.99CR	089045	
	I-1078-19610	NELSON & ASSOCIATES LLC	R	6/18/2019		44.99CR	089045	
	I-1094	NELSON & ASSOCIATES LLC	R	6/18/2019		170.97CR	089045	634.38
4656	NORTHEAST ASPHALT INC							
	I-1613518	NORTHEAST ASPHALT INC	R	6/18/2019		1,042.80CR	089046	1,042.80
0531	NORTHEAST AUTO PARTS INC							
	I-339547	NORTHEAST AUTO PARTS INC	R	6/18/2019		21.42CR	089047	
	I-339692	NORTHEAST AUTO PARTS INC	R	6/18/2019		7.51CR	089047	
	I-339718	NORTHEAST AUTO PARTS INC	R	6/18/2019		139.34CR	089047	
	I-339736	NORTHEAST AUTO PARTS INC	R	6/18/2019		16.60CR	089047	
	I-339767	NORTHEAST AUTO PARTS INC	R	6/18/2019		127.35CR	089047	
	I-339785	NORTHEAST AUTO PARTS INC	R	6/18/2019		79.73CR	089047	
	I-339807	NORTHEAST AUTO PARTS INC	R	6/18/2019		116.58CR	089047	
	I-339819	NORTHEAST AUTO PARTS INC	R	6/18/2019		5.98CR	089047	
	I-339843	NORTHEAST AUTO PARTS INC	R	6/18/2019		47.58CR	089047	
	I-339887	NORTHEAST AUTO PARTS INC	R	6/18/2019		87.94CR	089047	
	I-339898	NORTHEAST AUTO PARTS INC	R	6/18/2019		114.57CR	089047	764.60
0187	NSIGHT TELS SERVICES							
	I-201906129466	NSIGHT TELS SERVICES	R	6/18/2019		64.40CR	089048	64.40
0499	PACK AND SHIP LLC							
	I-201906129467	PACK AND SHIP LLC	R	6/18/2019		15.07CR	089049	15.07
1331	PACKER FASTENER & SUPPLY INC							
	I-440933	PACKER FASTENER & SUPPLY INC	R	6/18/2019		38.72CR	089050	
	I-440993	PACKER FASTENER & SUPPLY INC	R	6/18/2019		154.66CR	089050	
	I-441676	PACKER FASTENER & SUPPLY INC	R	6/18/2019		9.59CR	089050	
	I-441935	PACKER FASTENER & SUPPLY INC	R	6/18/2019		28.05CR	089050	231.02

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7929	WALTER PAPPAS							
	I-201906129468	WALTER PAPPAS	R	6/18/2019		101.70CR	089051	101.70
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2019001202	PATRICK ZELZER AND ASSOCIATES	R	6/18/2019		50.00CR	089052	
	I-ZEL-2019001410	PATRICK ZELZER AND ASSOCIATES	R	6/18/2019		50.00CR	089052	
	I-ZEL-2019001411	PATRICK ZELZER AND ASSOCIATES	R	6/18/2019		50.00CR	089052	150.00
0209	POOL WORKS INC							
	I-159896=1	POOL WORKS INC	R	6/18/2019		65.97CR	089053	65.97
1246	PREVEA HEALTH							
	I-122335	PREVEA HEALTH	R	6/18/2019		185.60CR	089054	185.60
7923	QUEST DIAGNOSTICS							
	I-T 1198567	QUEST DIAGNOSTICS	R	6/18/2019		158.25CR	089055	158.25
6948	RAY'S TIRE							
	I-1006399	RAY'S TIRE	R	6/18/2019		839.80CR	089056	
	I-1006617	RAY'S TIRE	R	6/18/2019		153.60CR	089056	993.40
0227	REINDERS INC							
	I-1785045-00	REINDERS INC	R	6/18/2019		180.36CR	089057	180.36
6380	ROCK OIL REFINING INC							
	I-278399	ROCK OIL REFINING INC	R	6/18/2019		250.00CR	089058	250.00
4875	SANOFI PASTEUR							
	I-912342306	SANOFI PASTEUR	R	6/18/2019		146.25CR	089059	146.25
3836	SCHROEDER'S FLOWERS							
	I-156842	SCHROEDER'S FLOWERS	R	6/18/2019		5,400.00CR	089060	5,400.00
7457	SCHROTH WHOLESALE SUPPLY CO INC							
	I-312008	SCHROTH WHOLESALE SUPPLY CO IN	R	6/18/2019		175.80CR	089061	175.80
7088	NEAL SCHWEINER							
	I-201906129469	NEAL SCHWEINER	R	6/18/2019		151.90CR	089062	151.90
0831	SOCIETY FOR HUMAN RESOURCE MANAGMT							
	I-9008036413	SOCIETY FOR HUMAN RESOURCE MAN	R	6/18/2019		209.00CR	089063	209.00

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4094	STATE BAR OF WISCONSIN							
	I-201906129470	STATE BAR OF WISCONSIN	R	6/18/2019		116.10CR	089064	
	I-5062787	STATE BAR OF WISCONSIN	R	6/18/2019		103.80CR	089064	219.90
7049	SUNBELT RENTALS INC.							
	I-89458627-0001	SUNBELT RENTALS INC.	R	6/18/2019		122.11CR	089065	122.11
5568	SYBLE HOPP SCHOOL							
	I-201906129471	SYBLE HOPP SCHOOL	R	6/18/2019		1,505.00CR	089066	1,505.00
7309	TRILLIUM CNG							
	I-19597667	TRILLIUM CNG	R	6/18/2019		4,206.78CR	089067	4,206.78
0268	TRUCK EQUIPMENT INC							
	I-848816-00	TRUCK EQUIPMENT INC	R	6/18/2019		214.07CR	089068	
	I-848923-00	TRUCK EQUIPMENT INC	R	6/18/2019		77.33CR	089068	
	I-848976-00	TRUCK EQUIPMENT INC	R	6/18/2019		74.19CR	089068	365.59
7830	TUNDRA APPAREL AND PROMOTIONS							
	I-1449	TUNDRA APPAREL AND PROMOTIONS	R	6/18/2019		1,173.91CR	089069	1,173.91
0417	TWEET GAROT MECHANICAL INC							
	I-74746	TWEET GAROT MECHANICAL INC	R	6/18/2019		1,415.00CR	089070	1,415.00
0272	UNIFORM SHOPPE INC							
	I-287492	UNIFORM SHOPPE INC	R	6/18/2019		9.00CR	089071	
	I-287713	UNIFORM SHOPPE INC	R	6/18/2019		213.85CR	089071	
	I-288046	UNIFORM SHOPPE INC	R	6/18/2019		47.95CR	089071	
	I-288379	UNIFORM SHOPPE INC	R	6/18/2019		35.80CR	089071	
	I-288423	UNIFORM SHOPPE INC	R	6/18/2019		202.00CR	089071	508.60
0277	VAN'S FIRE & SAFETY INC							
	I-4122697	VAN'S FIRE & SAFETY INC	R	6/18/2019		71.20CR	089072	71.20
7210	VANDEN PLAS SANITATION INC.							
	I-38519	VANDEN PLAS SANITATION INC.	R	6/18/2019		123.60CR	089073	
	I-38586	VANDEN PLAS SANITATION INC.	R	6/18/2019		123.60CR	089073	247.20
5772	MELISSA VANDE WETTERING							
	I-201906129472	MELISSA VANDE WETTERING	R	6/18/2019		129.14CR	089074	129.14
3724	VISU-SEWER CLEAN & SEAL INC							
	I-19-03 (1)	VISU-SEWER CLEAN & SEAL INC	R	6/18/2019		136,407.18CR	089075	136,407.18

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7655	JOANNE VOMASTIC MUKA							
	I-201906129473	JOANNE VOMASTIC MUKA	R	6/18/2019		59.74CR	089076	59.74
5539	VORPAHL FIRE & SAFETY CORP							
	I-215270992	VORPAHL FIRE & SAFETY CORP	R	6/18/2019		133.96CR	089077	
	I-215271216	VORPAHL FIRE & SAFETY CORP	R	6/18/2019		190.00CR	089077	323.96
3374	WEST BEND MUTUAL INS CO							
	I-201906129474	WEST BEND MUTUAL INS CO	R	6/18/2019		20.00CR	089078	20.00
6998	WFCA: THE DAILY DISPATCH							
	I-2018-1124	WFCA: THE DAILY DISPATCH	R	6/18/2019		405.00CR	089079	405.00
2645	WI DEPT OF JUSTICE							
	I-201906129475	WI DEPT OF JUSTICE	R	6/18/2019		56.00CR	089080	56.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU84148	WI DEPT OF NATURAL RESOURCES	R	6/18/2019		125.00CR	089081	125.00
7350	WI MEDIA							
	I-2536742	WI MEDIA	R	6/18/2019		368.70CR	089082	368.70

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	97	0.00	498,091.58	498,091.58
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	98	0.00	498,091.58	498,091.58

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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

FUND	PERIOD	AMOUNT
100	6/2019	129,373.48CR
201	6/2019	1,261.46CR
211	6/2019	44.76CR
291	6/2019	30.00CR
405	6/2019	309,599.66CR
415	6/2019	35,137.19CR
455	6/2019	5,400.00CR
601	6/2019	13,160.21CR
650	6/2019	4,084.82CR
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ALL		498,091.58CR

Attachment: 6-18-19 VOUCHERS (8412 : Voucher approval.)