



Common Council

Regular Meeting

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

Agenda

Wednesday, May 16, 2018

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 **May 16, 2018 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 TW 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 May 1, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Recommendation from the Board of Public Works to Accept an Eagle Scout Project Proposal to Renovate the Planter Islands on Main Avenue East and West of Highway 41.
6. A Recommendation from the Board of Public Works to Approve the Award of Contract for Project 18-05 Sidewalk, Curb & Concrete Pavement Repair to Fischer Ulman Construction, Inc. in the Amount of \$132,265.00.
7. Recommendation from the Board of Public Works to Award Project 18-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc. in the Amount of \$849,945.15.
8. Recommendation from the Board of Public Works to Award Project 18-08 Manhole Repair & Rehabilitation to National Power Rodding Corporation in the Amount of \$30,730.00.
9. Recommendation from the Finance & Personnel Committee to accept donation from Verna Kuschel to the Fire Department.
10. Recommendation from the Finance/Personnel Committee to deny the request of Ald. Hansen that the Council approve putting a binding referendum question to the voters in November to exceed the levy limit to eliminate charges to property owners for repair or replacement of sidewalk.
11. Resolution #18-43 Authorizing Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (2018 Enterprise Drive Reservoir Inspection and 9th Street Water Tower Inspection).
12. Resolution #18-44 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking - Curb & Gutter and Sidewalk)
13. Resolution #18-45 Authorizing Agreement for Contractor Services Between the City of De Pere and Hard Rock Concrete Cutters, Inc. (Concrete Grinding - Sidewalk)

14. Resolution #18-46 Authorizing Amendment to Agreement Between the City of De Pere, De Pere Rapides Youth Soccer Club, Inc. and De Pere Select Soccer Club Incorporated Regarding Southwest Park Phase I Construction.
15. Resolution #18-47 Awarding Official City Newspaper Contract.
16. Resolution #18-48 Approving Facade Improvement Project and Authorizing Disbursement of Grant (330 Main Avenue - Parcel WD-371).
17. Resolution #18-49 Regarding the Vacation of a Portion of a Public Thoroughfare (500 Blk. 9th St. Adjacent to Parcels WD-D0217-3 & WD-D0218-2) (Refer to Public Hearing).
18. Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.
19. Appointments and re-appointments to Boards and Commissions by Mayor Walsh.
20. Voucher Approval.
21. Operator License Applications.
22. Future Agenda Items.
23. Adjournment

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer'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
Steven Zeitler
Lynda Tetzlaff
Matt Olson
Anthony Hawks
Debra Finendale
Frank Van Vonderen Jr.
Kendra Charlier
Kathleen Schmaltz
Scott Hendricks
Jon Wieser
Toni Minor
Mohammad Mirhashemi

Vicki Radue
Mark Patel
James Joeseeph Kropp
Andrew Krans
Gregory John Cornell
Troy M. Metzler
Leslie Conard
Christopher McKeefry
Elizabeth A. Vandeyacht
Thomas M. Nick
William J. Schleis
Terrie DuBois
Denise A. Gajeski
McKim T. Boyd
Bryan Michael Vander Bloomen
Doreen Martin
Kevin Charles
Michael John Wilmet
Dale Rhodes
Tod Maki

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

MEETING DATE: May 16, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the May 1, 2018 Common Council Meeting.

ATTACHMENTS:

- 5-01-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 1, 2018

7:30 PM

De Pere City Hall Council Chambers

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

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Excused
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the April 10, 2018 Special Common Council Meeting.

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

4. Approval of the Minutes of the April 17, 2018 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jonathon Hansen, Aldersperson
SECONDER: Dean Raasch, Aldersperson
AYES: Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch
EXCUSED: James Boyd

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

Aldersperson Jennings announced the upcoming Foodie Walk in Downtown De Pere, May 19, from 1-5 p.m. Tickets are available online at definitelydepere.org under events.

6. Recommendation from the Board of Park Commissioners to accept a \$300 Donation from JX Peterbilt/JX Enterprises for the Big Rig Gig.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dean Raasch, Aldersperson
SECONDER: Scott Crevier, Aldersperson
AYES: Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch
EXCUSED: James Boyd

7. Recommendation from the Board of Park Commissioners to Accept Bid for Project 18-18, Community Center Flooring.

Attachment: 5-01-2018 Common Council Minutes (6966 : Approval of the Minutes of the May 1, 2018 Common Council Meeting.)

Recreation Supervisor Paula Rahn explained that the flooring project will take place at the end of August over a two-week period. They will be moving some of the scheduled programming to the upper level to accommodate the project.

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

8. Recommendation from Plan Commission regarding the proposed 61 Lot and one Outlot Preliminary Plat of "Pine Trail Crossing" at 2600-2700 BLK Ryan Road (Parcels ED-R27-1 & ED-R27-2). Submitted by Steven M. Bieda, Mau & Associates LLP, authorized representative for AGG LLC.

Alderperson Crevier moved, seconded by Alderperson Nelson to open the meeting. Upon vote, motion carried unanimously. Developer Murray Basten came forward and thanked the City. Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

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

9. Resolution #18-41 Regarding the Vacation of a Portion of a Public Thoroughfare (Main Avenue Right-of-Way Adjacent to WD-708-X-1-2). (Refer to Public Hearing)

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

10. Resolution #18-42 Authorizing Grant of Easement to Wisconsin Public Service (Parcel ED-287).

Alderperson Raasch moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Mark Wesolowski of WPS came forward and explained that the easement will be used to put in remote monitoring of system failure. Alderperson Carpenter moved, seconded by Alderperson Nelson to close the meeting. Upon vote, motion carried unanimously.

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

11. Operator License Applications.

CITY OF DE PERE	
License Committee - May 1, 2018	
Previously Tabled Operator License Applications	
1	KAIN, SAMANTHA J.
Temporary Operator License Applications	
1	BASTEN, NEIL A.
2	BRADISON, SCOTT A.
3	BRASPENNICKX, KEVIN R.
4	DEVROY, DANIEL G.
5	KASTER, LEAH M.
6	NORTHWAY, KRISTIN L.
7	OLSEN, BRIAN W.
8	OLSEN, DEBRA G.
9	ROHM, DAWN M.
10	TEITZ, THOMAS N.
11	WENDLENDT, JULIE A.
New Operator License Applications for the 2016-2018 Licensing Period	
1	BLANCHETTE, BRITTNEY L.
2	BRETRICK, STACY A.
3	CHALLE, TRISTEN T.
4	CHOUINARD, SAMANTHA J.
5	FREE, CRYSTAL A.
6	GAUTHIER, MARK D.
7	LUEDEMAN, CASSANDRA M.
8	WALKER, WILLIAM S.
9	WILMET, BENJAMIN J.
Renewal Operator License Applications for the 2018-2020 Licensing Period	
1	BAKKEN, ALICIA B.
2	DOMBROSKI, LORI J.
3	VIEAU, LOIS A.
New Operator License Applications for the 2018-2020 Licensing Period	
1	PANSKE, ROBERT J.
2	VAN DE HEI, JAMIE M.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to table Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve Temporary Operator License Applications #1-11. Upon vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve Operator License Applications for 2016-18 #3-9 and to table #1-2. Upon vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve Renewal Operator License Applications for 2018-2020 #1-3. Upon vote, motion carried unanimously.

Aldersperson Carpenter moved, seconded by Aldersperson Hansen to approve New Operator License Applications for 2018-2020 #1-2. Upon vote, motion carried unanimously.

12. Voucher Approval.

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

13. Future Agenda Items. None.

14. Adjournment. Alderperson Crevier moved, seconded by Alderperson Nelson to adjourn the meeting at 7:42 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Accept an Eagle Scout Project Proposal to Renovate the Planter Islands on Main Avenue East and West of Highway 41.

The Board of Public Works at the May 7, 2018 meeting approved the De Pere Forestry Department to work with and accept a Project Proposal from an Eagle Scout to renovate the planter islands on Main Ave E & W of Hwy 41 between the roundabouts.

Summary: The Eagle Scout Service Project Proposal from Scout Larz Piechocki details plans to fund raise and acquire materials to renovate the planters on Main. The approximate value of the donation may be \$500. I have been working with Larz and he will be recruiting volunteers to help him in his quest. He is specifically looking to remove garbage; remove dead and dying plants; reduce the overcrowding of plant material; replant perennials or shrubs where needed; and to mulch all beds .

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me, Don Melichar, City Forester.

ATTACHMENTS:

- Eagle Scout Service Project Proposal (PDF)



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Larz J. Piechocki

Eagle Scout Service Project Name Main Ave Planter Project

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are ***strongly encouraged*** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Larz J. Piechocki Birth date: September 22 2002
 Email address: larz@larckson.com BSA PID number*: 123183537
 Address: 2594 Misty River Lane City: De Pere State: WI Zip: 54115
 Preferred telephone(s): 920-619-6611 Life board of review date: 12/13/16
 *BSA PID No., found on the BSA membership card

Current Unit Information

Check one: ☒ Troop ☐ Team ☐ Crew ☐ Ship Unit Number: 1039
 Name of District: Voyageur Name of Council: Bay Lakes

Unit Leader Check one: ☒ Scoutmaster ☐ Varsity Coach ☐ Crew Advisor ☐ Skipper
 Name: Robert J Schommer Preferred telephone(s): 920-606-6136
 Address: 1132 Aldrin St. City: De Pere State: WI Zip: 54115
 Email address: bschommer@skylinetechnologies.com

Unit Committee Chair

Name: John Techmeier Preferred telephone(s): 920-360-1597
 Address: 335 Cross Gate Ln City: De Pere State: WI Zip: 54115
 Email address: jtechmeier@yahoo.com

Unit Advancement Coordinator (If your unit has one)

Name: Brian Piechocki Preferred telephone(s): 920-544-3433
 Address: 2594 Misty River Ln City: De Pere State: WI Zip: 54115
 Email address: bpiechocki74@new.rr.com

Project Beneficiary (Name of religious institution, school, or community)

Name: City of De Pere Preferred telephone(s): 920-339-4050
 Address: 335 South Broadway City: De Pere State: WI Zip: 54115
 Email address: deperehr@mail.de-pere.org

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Don Melichar Preferred telephone(s): 920-339-8362
 Address: 925 South Sixth Street City: De Pere State: WI Zip: 54115
 Email address: dmelichar@mail.de-pere.org

Your Council Service Center

Contact name: Green Bay Scout Shop Preferred telephone(s): 920-438-3999
 Address: 1230 Mason Street City: Green Bay State: WI Zip: 54302

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Joyce Goldhahn Preferred telephone(s): 920-468-1975
 Address: 3109 Nicolet Drive City: Green Bay State: WI Zip: 54311
 Email address: jgoldhahn@aol.com

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Robert J Schommer Preferred telephone(s): 920-606-6136
 Address: 1132 Aldrin St. City: De Pere State: WI Zip: 54115
 Email address: bschommer@skylinetechnologies.com

Project Description and Benefit

Briefly describe your project.

My project is to redo the plants in the planter islands in between the road on Main Avenue in De Pere by Highway 41 and remove plants and stop overcrowding. We will also mulch the planter islands.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Location of the Planter Islands



Example of Planter Island Crowded with too many plants and un-mulched

Tell how your project will be helpful to the beneficiary. Why is it needed?

It is beneficial to the city because the city wishes to clean up the plant islands. By doing this project, I am cleaning up the city. The current planter islands are very messy and are crowded with unnecessary plants. I will also ask the city if my troop can volunteer to keep the islands maintained after my project is done.

When do you plan to begin carrying out your project? Spring / Summer 2018

When do you think your project will be completed? August 31st 2018

Giving Leadership

Approximately how many people will be needed to help on your project? 8

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will recruit older boys from my troop and adults to help remove the plants and add new plants. I would need older boys and adults because removing plants requires hard labor.

What do you think will be most difficult about leading them?

I think the most difficult thing about leading them will be making sure that my troop can stay focused on removing the plants. I also think that it will be especially hard because I will have to get my troop to remove the plants efficiently. This means I will have to teach my troop how to use the proper equipment to remove the plants. I will also have to teach them how to properly plant new plants in the area so that they grow.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

Mulch - about 3000 square feet

New plants the city would want - 5 to 30

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

food, water, and drinks for workers

cones to put by road for safety

bags or containers to put removed plants and garbage in

work gloves for safety to prevent cuts from plants/tools
sun screen for safety from the sun
florescent vests for traffic safety

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

8 Shovels - could borrow or have people bring their own
wheel barrels - could borrow
rakes to spread mulch - could borrow or have people bring their own

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

Parking Location - There is a parking lot across the road. The Parking lot is located by De Pere Superstore and Taco Bell, and our troop could park here.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Permit to work on the planter islands from the city. I will obtain them by working with the city and by getting my project approved through them.

Diggers Hot-line - to check for underground wires

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below:
(Include sales tax if applicable)

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Materials:	\$300.00	I could try to get money from the city or other organizations by explaining my cause.
Supplies:	\$200.00	I could borrow equipment from troop leaders.
Tools:	\$0.00	The city will supply the mulch.
Other:	\$0.00	I will also go fund-raise money and get donations.
Total costs:	\$500.00	

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Come up with plan with the city officials for exact plant locations and what exact plants are needed where
2. Fundraising Money for Project
3. Buying Plants to place in planter islands in accordance with the city plan
4. coordinate volunteers from our troop to come work on the planter islands
5. Remove unnecessary plants by using mechanical equipment and clean up the garbage
6. Planting new plants that the city would like
7. Add and spread mulch around plants
- 8.

Logistics

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?
I would have people meet near the troop meeting area to transport people. In order to transport the supplies and plants, I would need to bring them along with my driver, or I would need for someone to volunteer to pick them up, who is also working on my project. The mulch will be delivered by the city on the bricks off to the side of the planter islands.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

- The road next to where we are working would have flowing traffic and crossing could be hazardous
- It may also be hazardous to work next to the road because of the high amounts of flowing traffic.
- Cones may be needed, or a traffic lane could be closed if necessary.
- First Aid Kit in case of injury
- Water and Drinks to Protect against Dehydration
- Sun Screen to protect against Sun Burns
- Emergency Cell Phone in case of emergency

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."
I will need to work with the city to come up with a more detailed layout for which plants should be removed and which plants should be added. I will coordinate with the city and De Pere Police Department to look into options to protect my workers from traffic. Main Ave in De Pere will be under construction this Summer, so traffic may be reduced.

Candidate's Promise*

Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Bob Schommer

Date

3/27/2018

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Bob Schommer

Date 3/28/18

Name (Printed)

Bob Schommer

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

John Techmeier

Date

3/27/2018

Name (Printed)

John Techmeier

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

☒ Yes

☐ No

Signed

Donald Melichan

Date 3-23-18

Name (Printed)

Donald Melichan

Signed

Joyce Goldhahn

Date 4-14-18

Name (Printed)

Joyce Goldhahn

While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.

Prepared By: E



Larz J. Piechocki Proposal Pictures Attachment

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: A Recommendation from the Board of Public Works to Approve the Award of Contract for Project 18-05 Sidewalk, Curb & Concrete Pavement Repair to Fischer Ulman Construction, Inc. in the Amount of \$132,265.00.

The Board of Public Works, at the May 7, 2018 meeting, approved the bid from Fischer Ulman Construction, Inc. in the amount of \$132,265.00 for Project 18-05 Sidewalk, Curb, and Concrete Pavement Repair.

The Engineering Department received bids on Project 18-05 Sidewalk, Curb, and Concrete Pavement Repair on May 3, 2018. This work is for maintenance of sidewalk and curb and concrete pavement repairs. The bids received are as follows:

Contractor	Amount
Fischer Ulman Construction, Inc.	\$132,265.00
Martell Construction, Inc.	\$178,050.00

The budgeted amount from the capital improvement fund is \$150,000. Funding will be \$70,000 from the general obligation debt, \$20,000 from the water utility and \$60,000 from TID 11.

ATTACHMENTS:

- 18-05 Bid Tab(PDF)

PROJECT COST ALLOCATIONS
CITY OF DE PERE PROJECT 18-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIR



				BIDDER NO. 1		BIDDER NO. 2	
				FISCHER ULMAN CONSTRUCTION INC.		MARTELL CONSTRUCTION, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET & DRAINAGE - AMERICAN BOULEVARD							
SD-01	Provide Clearing and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
SD-02	Unclassified Excavation	CY	300	\$ 19.00	\$ 5,700.00	\$ 30.00	\$ 9,000.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	TON	320	\$ 18.25	\$ 5,840.00	\$ 25.00	\$ 8,000.00
SD-04	Concrete Median Slope Nose	SY	20	\$ 85.00	\$ 1,700.00	\$ 100.00	\$ 2,000.00
SD-05	Provide 9-Inch Doweled Concrete Pavement with Integral Curb	SY	360	\$ 83.00	\$ 29,880.00	\$ 95.00	\$ 34,200.00
SD-06	Provide 24" Integral Curb	LF	180	\$ 33.00	\$ 5,940.00	\$ 30.00	\$ 5,400.00
SD-07	Drilled Tie Bars (Existing Sidewalk, Driveways, Curb and Gutter, and Pavement)	EA	110	\$ 7.00	\$ 770.00	\$ 10.00	\$ 1,100.00
SD-08	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	100	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00
SD-09	Pavement Marking Slope Nose Epoxy (Yellow)	SY	20	\$ 135.00	\$ 2,700.00	\$ 215.00	\$ 4,300.00
STREET & DRAINAGE - VARIOUS LOCATIONS							
SD-10	Provide 1 1/4" Crushed Aggregate Base Course	TON	10	\$ 20.00	\$ 200.00	\$ 25.00	\$ 250.00
SD-11	Provide 3/4" Crushed Aggregate Base Course	TON	25	\$ 20.00	\$ 500.00	\$ 25.00	\$ 625.00
SD-12	Remove and Replace 24" Concrete Curb and Gutter	LF	40	\$ 38.00	\$ 1,520.00	\$ 42.00	\$ 1,680.00
SD-13	Remove and Replace 24" Integral Curb	LF	55	\$ 41.00	\$ 2,255.00	\$ 42.00	\$ 2,310.00
SD-14	Remove and Replace 30" Concrete Curb and Gutter	LF	40	\$ 41.00	\$ 1,640.00	\$ 42.00	\$ 1,680.00
SD-15	Remove and Replace 8-Inch Doweled Concrete Pavement with Integral Curb	SY	70	\$ 88.00	\$ 6,160.00	\$ 95.00	\$ 6,650.00
SD-16	Remove and Replace 8-Inch Doweled Concrete Pavement	SY	10	\$ 88.00	\$ 880.00	\$ 90.00	\$ 900.00
SD-17	Remove and Replace 8-Inch Doweled Concrete Pavement (HES)	SY	10	\$ 90.00	\$ 900.00	\$ 95.00	\$ 950.00
SD-18	Remove and Replace 4" Concrete Sidewalk and Ramp	SY	10	\$ 64.00	\$ 640.00	\$ 80.00	\$ 800.00
SD-19	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	25	\$ 66.00	\$ 1,650.00	\$ 85.00	\$ 2,125.00
SD-20	Provide New 4" Concrete Sidewalk and Ramp	SY	50	\$ 58.50	\$ 2,925.00	\$ 75.00	\$ 3,750.00
SD-21	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	80	\$ 2.00	\$ 160.00	\$ 1.00	\$ 80.00
SD-22	Drilled Tie Bars (Existing Sidewalk, Driveways, Curb and Gutter, and Pavement)	EA	30	\$ 8.50	\$ 255.00	\$ 10.00	\$ 300.00
SD-23	Cross Stitching Longitudinal Joints and Cracks -3/4" Bars	EA	10	\$ 70.00	\$ 700.00	\$ 200.00	\$ 2,000.00
SD-24	Detectable Warning Field (Natural Patina)	EA	2	\$ 240.00	\$ 480.00	\$ 300.00	\$ 600.00
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)							
SD-25	Remove and Replace 4" Concrete Sidewalk	SY	750	\$ 57.60	\$ 43,200.00	\$ 80.00	\$ 60,000.00
SD-26	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	100	\$ 63.00	\$ 6,300.00	\$ 85.00	\$ 8,500.00
SD-27	Drilled Tie Bars (Existing Sidewalk, Driveways, Curb and Gutter, and Pavement)	EA	550	\$ 7.00	\$ 3,850.00	\$ 10.00	\$ 5,500.00
SD-28	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	50	\$ 2.00	\$ 100.00	\$ 1.00	\$ 50.00
SD-29	Additional 10" Width of Excavation and Aggregate Base	LF	20	\$ 16.00	\$ 320.00	\$ 30.00	\$ 600.00
SPECIAL CONSTRUCTION							
SC-01	Inlet Protection Type B (American Boulevard)	EA	2	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
SC-02	Traffic Control (American Boulevard)	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 10,000.00	\$ 10,000.00
Totals				\$	132,265.00	\$	178,050.00

Attachment: 18-05 Bid Tab (6949 : Recommendation of BOPW to Award Project 18-05 Sidewalk, Curb &

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Project 18-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc. in the Amount of \$849,945.15.

The Board of Public Works at the May 7, 2018 meeting, approved the bid from Northeast Asphalt, Inc. in the amount of \$849,945.15 for Project 18-07 Asphalt, Curb, and Sewer Repair.

The Engineering Department received bids on Project 18-07 Asphalt, Curb, and Sewer Repair on May 3, 2018. This work includes: spot storm relay, inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, asphaltic concrete pavement milling, pulverizing asphaltic concrete pavement, asphaltic concrete paving, and asphaltic concrete pavement patching. The bids received were as follows:

Contractor	Amount
Northeast Asphalt, Inc.	\$849,945.15
MCC, Inc.	\$866,967.31

Homestead Drive has been added to this project due to its poor condition and proximity to Rockland Road. The resurfacing of Homestead Drive is funded under TID 10 similar to Rockland Road.

The budgeted amount from the capital improvement fund is \$876,150. Funding will be \$606,150 from general obligation debt, \$10,000 from sewerage revenue fund, \$25,000 from storm water utility fund, and \$120,000 from TID 10. The remaining amount is \$115,000 from Parks for the resurfacing of the Legion Park tennis and pickle ball courts. Currently the amount budgeted is \$80,000 from Parks. This will be going to the Board of Parks Commissioners for consideration and allocation of an additional \$35,000 to fund the resurfacing of these courts. If they do not choose to fund the additional costs to resurface the tennis and pickle ball courts, this work will be deleted from the project.

ATTACHMENTS:

- Project 18-07 Bid Tab (PDF)



**PROJECT 18-07 ASPHALT, CURB AND SEWER REPAIR
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				NORTHEAST ASPHALT INC.		MCC, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Provide 6" PVC Storm Lateral	LF	60	\$ 35.00	\$ 2,100.00	\$ 82.00	\$ 4,920.00
ST-02	Provide 15" CMP Storm Sewer	LF	75	\$ 45.00	\$ 3,375.00	\$ 80.00	\$ 6,000.00
ST-03	Provide 15" Endwalls (CMP)	EA	4	\$ 180.00	\$ 720.00	\$ 200.00	\$ 800.00
STREET AND DRAINAGE							
SD-01	Unclassified Excavation (Homestead Drive)	CY	25	\$ 15.00	\$ 375.00	\$ 17.50	\$ 437.50
SD-02	Remove and Replace 24-Inch Concrete Curb and Gutter	LF	2,100	\$ 42.00	\$ 88,200.00	\$ 42.00	\$ 88,200.00
SD-03	Remove and Replace 24-Inch Concrete Curb and Gutter (Lande Street)	LF	590	\$ 35.00	\$ 20,650.00	\$ 35.00	\$ 20,650.00
SD-04	Remove and Replace 4-Inch Concrete Sidewalk	SY	20	\$ 65.00	\$ 1,300.00	\$ 65.00	\$ 1,300.00
SD-05	Remove and Replace 6-Inch Concrete Driveway & Sidewalk	SY	50	\$ 70.00	\$ 3,500.00	\$ 70.00	\$ 3,500.00
SD-06	Mill Asphaltic Concrete Pavement	SY	21,500	\$ 2.10	\$ 45,150.00	\$ 2.37	\$ 50,955.00
SD-07	Pulverize Asphaltic Concrete Pavement	SY	19,160	\$ 1.55	\$ 29,698.00	\$ 1.70	\$ 32,572.00
SD-08	Provide Asphaltic Concrete Pavement, Upper Layer Type 4 LT 58-28 S	TON	4,690	\$ 57.90	\$ 271,551.00	\$ 61.99	\$ 290,733.10
SD-09	Provide Asphaltic Concrete Pavement, Lower Layer Type 3 LT 58-28 S	TON	2,930	\$ 68.60	\$ 200,998.00	\$ 58.30	\$ 170,819.00
SD-10	Small Asphalt Patch- Type 4 LT 58-28 S, Upper Layer	SY	100	\$ 54.70	\$ 5,470.00	\$ 32.79	\$ 3,279.00
SD-11	Large Asphalt Patch Type 4 LT 58-28 S, Upper Layer	SY	100	\$ 53.10	\$ 5,310.00	\$ 32.79	\$ 3,279.00
SD-12	Drilled Tie Bars	EA	470	\$ 7.00	\$ 3,290.00	\$ 7.00	\$ 3,290.00
SD-13	¾-Inch Crushed Aggregate Base Course (Shouldering)	SY	1280	\$ 8.75	\$ 11,200.00	\$ 3.56	\$ 4,556.80
SD-14	1 ¼-Inch Crushed Aggregate Base	TON	200	\$ 15.80	\$ 3,160.00	\$ 16.21	\$ 3,242.00
STREET AND DRAINAGE (LEGION PARK TENNIS COURTS)							
SD-15	Stripping Existing Asphalt	SY	2,045	\$ 2.95	\$ 6,032.75	\$ 3.26	\$ 6,666.70
SD-16	Provide Asphaltic Concrete Pavement, Upper Layer Type 5 LT 58-28 S	TON	220	\$ 86.37	\$ 19,001.40	\$ 85.00	\$ 18,700.00
SD-17	Provide Asphaltic Concrete Pavement, Lower Layer Type 4 LT 58-28 S	TON	220	\$ 91.20	\$ 20,064.00	\$ 67.75	\$ 14,905.00
SD-18	Landscaping – Topsoil, Seed, Fertilizer & Erosion Mat Urban Class 1, Type B	SY	720	\$ 3.00	\$ 2,160.00	\$ 12.70	\$ 9,144.00
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlets	EA	25	\$ 550.00	\$ 13,750.00	\$ 550.00	\$ 13,750.00
SC-02	Adjust Manholes	EA	29	\$ 325.00	\$ 9,425.00	\$ 700.00	\$ 20,300.00
SC-03	Reconstruct Inlet (Adjust more than 1-foot)	VF	15	\$ 600.00	\$ 9,000.00	\$ 600.00	\$ 9,000.00
SC-04	Reconstruct Manholes (Adjust more than 1-foot)	VF	10	\$ 545.00	\$ 5,450.00	\$ 800.00	\$ 8,000.00
SC-05	Pavement Marking Epoxy 4-inch White/Yellow	LF	3,000	\$ 0.85	\$ 2,550.00	\$ 0.85	\$ 2,550.00
SC-06	Pavement Marking Epoxy 8-inch White	LF	600	\$ 1.60	\$ 960.00	\$ 1.60	\$ 960.00
SC-07	Pavement Marking Epoxy 18-inch White Stop Line	LF	60	\$ 9.00	\$ 540.00	\$ 9.00	\$ 540.00
SC-08	Pavement Marking Epoxy Arrows Type 2	EA	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
SC-09	Pavement Marking Epoxy Arrows Type 2	EA	2	\$ 260.00	\$ 520.00	\$ 260.00	\$ 520.00
SC-10	Pavement Marking Epoxy words "ONLY"	EA	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
SPECIAL CONSTRUCTION (LEGION PARK TENNIS COURTS)							
SC-11	Tracking Pad	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,017.21	\$ 2,017.21
SC-12	Inlet Protection Type B	EA	2	\$ 250.00	\$ 500.00	\$ 85.00	\$ 170.00
SC-13	Remove Existing Fence, Posts, and Bases	LS	1	\$ 3,820.00	\$ 3,820.00	\$ 4,120.00	\$ 4,120.00
SC-14	Install Chain Link Fence & Appurtenances	LS	1	\$ 27,555.00	\$ 27,555.00	\$ 27,555.00	\$ 27,555.00
SC-15	Install Net, Post, & Center Anchor	LS	1	\$ 7,537.00	\$ 7,537.00	\$ 7,537.00	\$ 7,537.00
SC-16	Acrylic Tennis Court Surfacing and Lines	LS	1	\$ 20,423.00	\$ 20,423.00	\$ 31,389.00	\$ 31,389.00
TOTAL				\$	849,945.15	\$	866,967.31

Attachment: Project 18-07 Bid Tab (6950 : Recommendation from the BOPW to Award Project 18-07

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Project 18-08 Manhole Repair & Rehabilitation to National Power Rodding Corporation in the Amount of \$30,730.00.

The Board of Public Works, at the May 7, 2018 meeting, approved the bid from National Power Rodding Corp. in the amount of \$30,730.00 for Project 18-08 Manhole Repair and Rehabilitation.

The Engineering Department received bids on Project 18-08 Manhole Repair and Rehabilitation on April 26, 2018. This project involves the repair and rehabilitation of manholes throughout the City by spray-on liner, pouring new manhole benches, or chemically grouting the manholes. The bids received are as follows:

Contractor	Amount
National Power Rodding Corp.	\$30,730.00
Archon Construction Company, Inc.	\$34,335.00
Northern Pipe, Inc.	\$34,450.00
Hydro-Klean, LLC	\$41,393.98
Visu-Sewer, Inc.	\$50,070.00
Kim Construction Company, Inc.	\$59,540.00

The budgeted amount from the capital improvement budget is \$35,000.00 from the sewerage revenue fund.

ATTACHMENTS:

- 18-08 Bid Tab(PDF)

PROJECT 18-08 MANHOLE REPAIR & REHABILITATION**BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				NATIONAL POWER RODDING CORP.		ARCHON CONSTRUCTION COMPANY, INC.		NORTHERN PIPE, INC.		HYDRO-KLEAN		KIM CONSTRUCTION COMPANY, 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
SP-01	Spray-On Liner	VF	94	\$ 195.00	\$ 18,330.00	\$ 185.00	\$ 17,390.00	\$ 200.00	\$ 18,800.00	\$ 220.16	\$ 20,695.04	\$ 260.00	\$ 24,440.00
SP-02	Poured In Place Bench	EA	9	\$ 1,200.00	\$ 10,800.00	\$ 1,449.00	\$ 13,041.00	\$ 1,550.00	\$ 13,950.00	\$ 2,110.98	\$ 18,998.82	\$ 3,500.00	\$ 31,500.00
SP-03	Chemical Grout Manhole	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,952.00	\$ 3,904.00	\$ 850.00	\$ 1,700.00	\$ 850.06	\$ 1,700.12	\$ 1,800.00	\$ 3,600.00
					\$ 30,730.00		\$ 34,335.00		\$ 34,450.00		\$ 41,393.98		\$ 59,540.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to accept donation from Verna Kuschel to the Fire Department.

ATTACHMENTS:

- VERNA KUSCHEL DONATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AGM*

Date: April 27, 2018

Re: Consider Donation from Verna Kuschel

The Fire Department is requesting acceptance of a donation from Verna Kuschel. Ms. Kuschel has graciously donated \$3,000 to the Fire Department. The accepted donation would be placed in the Fire Department donation account.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	May 16, 2018
DEPARTMENT:	City Clerk-Treasurer
FROM:	Shana Ledvina
SUBJECT:	Recommendation from the Finance/Personnel Committee to deny the request of Ald. Hansen that the Council approve putting a binding referendum question to the voters in November to exceed the levy limit to eliminate charges to property owners for repair or replacement of sidewalk.

The very last day to submit a referendum request to Brown County for inclusion on the November ballot is Tuesday, August 28.

This item was defeated 3-2 at the Finance Committee Meeting on May 8, 2018.

ATTACHMENTS:

- Memo - Sidewalk Referendum(PDF)
- 2006 Street Referndum Results (PDF)

CITY OF DE PERE MEMORANDUM
Ald. Jonathon Hansen



RE: Proposed binding referendum to exceed the levy limit to eliminate charges to property owners for repair or replacement of sidewalk.

Common Council Meeting: May 16, 2018

Proposal: That the City of De Pere put before voters in the November general election a binding referendum question regarding whether property levy limits should be exceeded by a TBD amount to eliminate charges to property owners for repair and replacement of sidewalks. The purpose of the agenda item tonight is to decide whether to instruct the Law Department to proceed with drafting a formal referendum question. The drafted referendum question would still need to be sent back to the Council and approved before going on the November ballot.

Cost: State statute requires that the referendum question include a specified amount for how much the City would need to exceed the levy limit. During the debate earlier this year on the local vehicle registration fee (“wheel tax”), the Public Works Department provided a rough estimate of \$150,000 to eliminate sidewalk assessments. Our Finance Department has indicated that in order to raise \$150,000 a year, the property levy would need to increase by \$8.25 for every \$100,000 in assessed property.

Binding vs. Non-Binding Referendum: State law requires that all referendums that ask residents whether to exceed property levy limits be binding. A non-binding referendum to exceed the levy would have no practical impact because regardless of the results, the Council would still be precluded from acting on those results. Thus, even if 99% of voters voted in a non-binding referendum to exceed the levy limit, the Council still could not actually pass a resolution to implement the voters’ wishes. Thus, given that state levy limits preclude the Council from unilaterally acting on this matter, a binding referendum serves as the only available means of recourse.

There is precedent for this kind of referendum: In 2006, voters approved a binding referendum to exceed the property levy limit every year by \$941,276 to eliminate assessments for repairing and replacing streets.

Impact of Sidewalk Assessments on Residents: Every year sidewalk assessments place a significant financial burden on residents. The costs of these assessments can range anywhere from \$125 to \$1,000 or more. Per our Public Works Department, the highest sidewalk charges that residents have experienced during the past five years have been as follows:

2017 = \$3,364.53; **2016** = \$9,947.18; **2015** = \$3,098.20; **2014** = \$2,872.02; **2013** = \$2,903.19

results in a levy of \$6,874,560.00. Shall the City of De Pere be allowed to exceed this limit and increase the levy for the next fiscal year(2007) and on an ongoing basis, by \$550,000.00, an additional 8% increase, for a total levy increase of 10.29%, which results in a levy of \$7,424,560.00. for the purpose of maintaining general city services?"

YES	795	689	5	681	530	2700
NO	1698	1528	19	1685	984	5914

MUNICIPAL REFERENDA	DIST.1 (W 1,2,3)	DIST.2 (W 4,5,6,7)	DIST.2 W15	DIST.3 (W 11,12, 13, 14)	DIST.4 (W 8,9,10)	TOTAL
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QUESTION 2: "Under state law, the increase in the levy of the City of De Pere for the tax to be imposed for the next fiscal year (2007) is limited to 2.29", which results in a levy of \$6,874,560.00. Shall the City of De Pere be allowed to exceed this limit and increase the levy for the next fiscal year (2007) and on an ongoing basis, by \$941,276.00, an additional 13.69% increase, for a total increase of 15.98%, which results in a levy of \$7,815,836.00, for the purpose of non-assessment of street maintenance improvements such as street asphalt overlay, street reconstruction, and curb and gutter construction?"

YES	1243	1112	12	1172	867	4406
NO	1227	1078	10	1190	628	4133

QUESTION #3: "Under state law, the increase in the levy of the City of De Pere for the tax to be imposed for the next fiscal year(2007) is limited to 2.29%, which results in a levy of \$6,874,560.00. Shall the City of De Pere be allowed to exceed this limit and increase the levy for the next fiscal year (2007) and on an ongoing basis, by \$337,540.00, an additional 4.91% increase, for a total levy increase of 7.26%, which results in a levy of \$7,212,100.00. for the purpose of hiring an additional four (4) police officers?"

YES	1269	1063	12	1179	775	4298
NO	1225	1147	11	1211	740	4334

CITY OF DE PERE REFERENDUM	DIST.1 (W 1,2,3)	DIST.2 (W 4,5,6,7)	DIST.2 W15	DIST.3 (W 11,12, 13, 14)	DIST.4 (W 8,9,10)	TOTAL
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QUESTION 4: "Should the Wisconsin Legislature pass a bill by 2008 that will assure access to quality and affordable healthcare coverage for all Wisconsin individuals and families?"

YES	1872	1694	14	1818	1337	6735
NO	615	498	9	582	232	1936

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #18-43 Authorizing Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (2018 Enterprise Drive Reservoir Inspection and 9th Street Water Tower Inspection).

The Board of Public Works, at the May 7, 2018 meeting approved Dixon Engineering, Inc.'s proposal to inspect the Enterprise Drive reservoir for \$3,270.00. The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Enterprise Drive reservoir (constructed 2006) was last inspected in 2013.

Staff solicited six (6) companies for proposals and has received the following quotes for performing the above inspections:

Dixon Engineering, Inc., Hales Corner, WI	= \$ 3,270
Badger State Inspections, LLC, Osseo, WI	= \$ 4,200
KLM Engineering, Inc., Woodbury, MN	= \$ 5,100
Liquid Vision Technology Services, Klamath Falls, OR	= No Bid
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid
Utility Service Group, Gleason, WI	= No Bid

The 2018 water utility budget has \$5,000 allocated for the inspections.

The Board of Public Works, at the May 7, 2018 meeting, approved Dixon Engineering, Inc.'s proposal to inspect the 9th Street Water Tower for \$2,750.00. The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The 9th Street water tower (constructed 1960) was last inspected in 2013 when it was completely painted inside and out.

Staff solicited six (6) companies for proposals and has received the following quotes for performing the above inspections:

Dixon Engineering, Inc., Hales Corner, WI	= \$ 2,750
Liquid Vision Technology Services, Klamath Falls, OR	= \$ 3,075
KLM Engineering, Inc., Woodbury, MN	= \$ 4,000
Badger State Inspections, LLC, Osseo, WI	= \$ 4,200
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid
Utility Service Group, Gleason, WI	= No Bid

The 2018 water utility budget has \$5,000 allocated for the inspections.

ATTACHMENTS:

- Reso18-43 (DOCX)

- Consultant Agreement-Dixon Engineering(Reservoir-Tower Inspection)-5-18-189-004-12 (PDF)
- Exhibit A-Dixon Engineering 2018 Enterprise Reservoir Inspection (PDF)
- Exhibit B-Dixon Engineering Consultant Agreement (PDF)
- Exhibit C-Dixon Engineering 2018 9th Street Tower Inspection(PDF)
- Exhibit D-Dixon Engineering Consulting Agreement (PDF)
- Enterprise Drive Inspection - Dixon Proposal (PDF)
- 9th Street Water Tower Inspection - Dixon Engineering Proposal (PDF)

RESOLUTION #18-43

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(2018 Enterprise Drive Reservoir Inspection and 9th Street Water Tower Inspection)

WHEREAS, the City is in need of inspection services for its Enterprise Drive Reservoir and inspection services for its 9th Street Water Tower; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(2018 Enterprise Drive Reservoir Inspection and 9th Street Water Tower Inspection)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2018, by and between the City of De Pere (“City”) and Dixon Engineering, Inc., a foreign corporation authorized to do business in Wisconsin (“Consultant”):

WITNESSETH

WHEREAS, City is in need of inspection services for its Enterprise Drive Reservoir and inspection services for its 9th Street Water Tower; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

A. Enterprise Drive Reservoir Inspection Project. The Enterprise Drive Reservoir inspection project is as described in the City Request for Proposals dated April 2, 2018 (Exhibit A) and Consultant’s Proposal thereto dated April 23, 2018 (Exhibit B). 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.

B. 9th Street Water Tower Inspection Project. The 9th Street Water Tower inspection project is as described in the City Request for Proposals dated April 2, 2018 (Exhibit C) and Consultant’s Proposal thereto dated April 23, 2018 (Exhibit D). If a conflict exists between Exhibits C and D, the terms of Exhibit C shall prevail. If there is a conflict between Exhibit C and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those tasks described above. 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 the Consultant with information and items concerning the projects as described in the Request for Proposals.

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 projects and that Consultant's work hereunder shall be completed by November 2, 2018. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibits B and D, namely payment in a lump sum at the conclusion of each project, as described in Exhibits A and C. 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.

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) causes 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 City 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. 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 shall 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
DePere, WI 54115

With a copy to:

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

If to Consultant:

Dixon Engineering, Inc.
Attention: Andrew Arnold, COO
5307 South 92nd Street; Suite 125
Hales Corners, WI 53130

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

DIXON ENGINEERING, INC.

By:

Print Name: Andrew Arnold
Title: COO

Print Name: _____
Title: _____**CITY OF DE PERE**

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Consultant Agreement-Dixon Engineering(Reservoir-Tower Inspection) 5-18-189-004-12.docx



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 2, 2018

Mr. Joe Hoban
Dixon Engineering, Inc.
5307 S. 92nd St. Suite 125
Hales Corners, WI 53130

RE: Request for Proposals
2018 Enterprise Reservoir Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the Enterprise Drive reservoir. The reservoir is a 1,250,000 – gallon concrete standpipe that was constructed in 2006 and went on line in 2007. The reservoir was last inspected in 2013 with an ROV inspection. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years.

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to the reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

Payment shall be made when the following conditions have been met:

- 1) Final report is completed and submitted to City and WDNR.
- 2) A detailed invoice is submitted to City for the work being completed.

Schedule:

The City's intent is to complete the reservoir inspection activities and submit final report to the City by November 2, 2018.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

Insurance Requirements:

The firm shall be required to provide 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 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, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.

EXHIBIT A

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 engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

Sealed proposals marked “**Enterprise Reservoir Inspections**” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
 Director of Public Works
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115

All sealed proposals shall be received no later to 11 a.m. on April 27, 2018.

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

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility

2018 Enterprise Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Enterprise Drive Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Inspection Approach – Concrete Tanks

DIXON employs a three to four person inspection team and complies with OSHA requirements for confined space entry. One person inspects the tank interior, a second is the confined space attendant, and the third is a ground person responsible for emergency response and communications. A fourth person may be used for additional assistance on larger tanks. Utility personnel are required only to provide access to the tank and assist with connection to a source of water for cleaning (for drained inspections). They are not required to remain on site during the inspection.

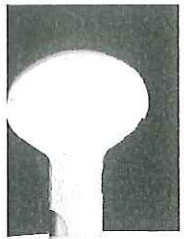
Drained Inspection

Dixon's approach to a drained inspection includes:

A. Scope of Services Performed by Owner (Drained):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
5. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
6. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent through the riser, the Owner's personnel will not be allowed access.
7. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24-hour intervals per AWWA C-652-11 Chlorination Method No. 3
8. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council



DIXON

ENGINEERING AND
INSPECTION SERVICES
FOR THE COATING INDUSTRY

5307 S. 92nd Street, Suite 125
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

B. Scope of Services Performed by DIXON (Concrete – Drained):

1. DIXON will review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. DIXON will conduct inspection of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Clean the interior surfaces of the tank with high pressure water. Cleaning is necessary for the engineer to inspect the condition of the floor slab.
4. Perform visual inspection of concrete reservoir.
5. Inspect concrete surfaces for spalling, erosion, or other deterioration.
6. Inspect concrete for cracking and quantify cracks, if any.
7. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
8. Review exterior of the exposed foundations.
9. Inspect exterior coating conditions and estimate remaining service life.
10. Review all safety requirements for ladders, cages, etc.
11. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
12. Prepare written report (2 copies) describing conditions observed with recommendations for repair. Report will include budgetary cost estimates for the recommended repairs with digital photos.
13. Provide a filled in DNR Form 3400-248 (Water Storage Facility Inspection Report) for the tank.
14. Chlorinate the tank per AWWA Method No. 3 C-652-11. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

City of De Pere Water Utility 2018 Enterprise Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Enterprise Drive Reservoir Inspection: \$ Three Thousand, Two Hundred, and Seventy (\$3,270.00)

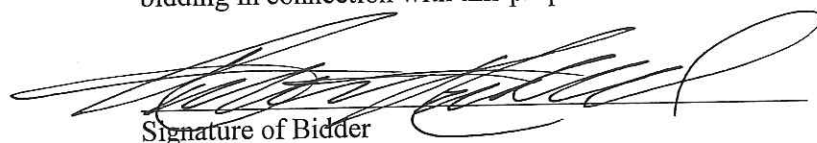
Dixon Engineering, Inc.
Name of Firm

5307 S. 92nd St., Suite 125, Hales Corners, WI 53130
Address of Firm

(920) 470-0957
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Dixon Engineering, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

April 23, 2018
Date

Andrew Arnold
Print or Type Name of Bidder

COO
Title

Estimated Start Date: June 4, 2018

SCHEDULE C
Antennas and Northern Wisconsin
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal.....	\$259.00	
Expert Witness (Office, Travel & Court).....	\$250.00	
Associate.....	\$181.00	\$270.00
Project Manager.....	\$155.00	\$233.00
Assistant Project Manager.....	\$104.00	\$158.00
Registered Professional Engineer.....	\$155.00	\$233.00
Structural Engineer.....	\$155.00	\$233.00
Staff Engineer.....	\$129.00	\$195.50
CAWI or CWI Welding Inspector.....	\$129.00	\$195.50
Certified NACE Inspector.....	\$129.00	\$195.50
Resident Project Representative – Level III.....	\$98.00	\$150.50
Resident Project Representative – Level II.....	\$88.00	\$135.50
Resident Project Representative – Level I.....	\$78.00	\$120.50
Contract Support Staff.....	\$104.00	\$158.00
Project or Board Meetings.....	Time & Expenses – Including Preparation Time**	

*All Saturday, Sunday, and holiday inspections, plus any time over 40 hours per week are at overtime rate.
Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

**All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.70/mile + tolls	\$0.60/mile
Meals & Lodging.....	\$155.00 per diem (may be increased based on location)	\$145.00 per diem
Without Lodging.....	\$40.00 per diem	\$35.00 per diem
Air Travel.....	Business fare from Chicago O'Hare or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 2, 2018

Mr. Joe Hoban
Dixon Engineering, Inc.
5307 S. 92nd St. Suite 125
Hales Corners, WI 53130

RE: Request for Proposals
2018 9th Street Tower Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the 9th Street Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 147.9 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2013. The tower has not been inspected since it was painted in 2013.



The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years. The interior of the tank for this inspection will require at a minimum a wet inspection

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

Payment shall be made when the following conditions have been met:

- 1) Final report is completed and submitted to City and WDNR.
- 2) A detailed invoice is submitted to City for the work being completed.

Schedule:

The City's intent is to complete the water tower inspection activities and have final report submitted to the City by November 2, 2018.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment

shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

Insurance Requirements:

The firm shall be required to provide 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 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, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
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 engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

EXHIBIT C

Sealed proposals marked “**9th Street Tower Inspections**” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 11 a.m. on April 27, 2018.

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

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2018 9th Street Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the water tower to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per water tower inspection to meet said requirements are as follows:

Lump Sum Price for 9th Street Tower Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

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

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

ROV Inspection- Scope of Services

DIXON employs a three-person inspection team and complies with OSHA requirements for confined space entry. One person inspects the tank interior, a second is the confined space attendant, and the third is a ground person responsible for emergency response and communications.

A Remotely Operated Vehicle (ROV) inspection of the tank interior coating condition is performed with the tank full, but isolated from the water system. DIXON inspectors are NACE qualified and are experienced in the evaluation of steel and concrete structures and rehabilitation procedures. DIXON uses a ROV to detect any deterioration of the steel. DIXON's inspection reviews the coating's performance, quantify any structural damage, review OSHA Standards and EPA health requirements, and evaluate the need for cathodic protections.

ROV Inspection

Dixon's approach to a drained inspection includes:

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by DIXON (ROV):

1. DIXON will review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. DIXON will conduct inspection of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

4. Review all interior surfaces for corrosion and/or damage and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
5. Inspect the exterior coating.
6. Review all exterior appurtenances for damage due to corrosion.
7. Review the exterior of the exposed foundations.
8. Review all safety requirements for ladders, cages, etc.
9. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on flash drive, and a field inspection report.
11. Provide a filled in DNR Form 3400-248 (Water Storage Facility Inspection Report) for the tank.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

City of De Pere Water Utility 2018 9th Street Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the water tower to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per water tower inspection to meet said requirements are as follows:

Lump Sum Price for 9th Street Tower Inspection: \$ Two Thousand, Seven Hundred, and Fifty dollars (\$2,750.00)

Dixon Engineering, Inc.
Name of Firm

5307 S. 92nd Street, Suite 125, Hales Corners, WI 53130
Address of Firm

(920) 470-0957
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Dixon Engineering, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

April 23, 2018
Date

Andrew Arnold
Print or Type Name of Bidder

COO
Title

Estimated Start Date: June 4, 2018

SCHEDULE C
Antennas and Northern Wisconsin
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal.....	\$259.00	
Expert Witness (Office, Travel & Court).....	\$250.00	
Associate.....	\$181.00	\$270.00
Project Manager.....	\$155.00	\$233.00
Assistant Project Manager.....	\$104.00	\$158.00
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Staff Engineer.....	\$129.00	\$195.50
CAWI or CWI Welding Inspector.....	\$129.00	\$195.50
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Resident Project Representative – Level III.....	\$98.00	\$150.50
Resident Project Representative – Level II.....	\$88.00	\$135.50
Resident Project Representative – Level I.....	\$78.00	\$120.50
Contract Support Staff.....	\$104.00	\$158.00
Project or Board Meetings.....	Time & Expenses – Including Preparation Time**	

*All Saturday, Sunday, and holiday inspections, plus any time over 40 hours per week are at overtime rate.
Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

**All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.70/mile + tolls	\$0.60/mile
Meals & Lodging.....	\$155.00 per diem (may be increased based on location)	\$145.00 per diem
Without Lodging.....	\$40.00 per diem	\$35.00 per diem
Air Travel.....	Business fare from Chicago O'Hare or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017

Inspection Approach – Concrete Tanks

DIXON employs a three to four person inspection team and complies with OSHA requirements for confined space entry. One person inspects the tank interior, a second is the confined space attendant, and the third is a ground person responsible for emergency response and communications. A fourth person may be used for additional assistance on larger tanks. Utility personnel are required only to provide access to the tank and assist with connection to a source of water for cleaning (for drained inspections). They are not required to remain on site during the inspection.

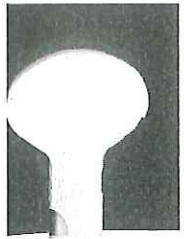
Drained Inspection

Dixon's approach to a drained inspection includes:

A. Scope of Services Performed by Owner (Drained):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
5. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
6. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent through the riser, the Owner's personnel will not be allowed access.
7. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24-hour intervals per AWWA C-652-11 Chlorination Method No. 3
8. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council



DIXON

ENGINEERING AND
INSPECTION SERVICES
FOR THE COATING INDUSTRY

1.11.g

5307 S. 92nd Street, Suite 125
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

B. Scope of Services Performed by DIXON (Concrete – Drained):

1. DIXON will review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. DIXON will conduct inspection of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Clean the interior surfaces of the tank with high pressure water. Cleaning is necessary for the engineer to inspect the condition of the floor slab.
4. Perform visual inspection of concrete reservoir.
5. Inspect concrete surfaces for spalling, erosion, or other deterioration.
6. Inspect concrete for cracking and quantify cracks, if any.
7. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
8. Review exterior of the exposed foundations.
9. Inspect exterior coating conditions and estimate remaining service life.
10. Review all safety requirements for ladders, cages, etc.
11. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
12. Prepare written report (2 copies) describing conditions observed with recommendations for repair. Report will include budgetary cost estimates for the recommended repairs with digital photos.
13. Provide a filled in DNR Form 3400-248 (Water Storage Facility Inspection Report) for the tank.
14. Chlorinate the tank per AWWA Method No. 3 C-652-11. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

City of De Pere Water Utility

2018 Enterprise Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Enterprise Drive Reservoir Inspection: \$ Three Thousand, Two Hundred, and Seventy (\$3,270.00)

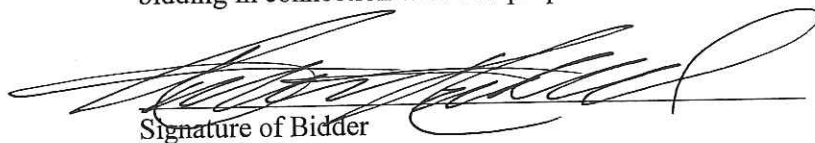
Dixon Engineering, Inc.
Name of Firm

5307 S. 92nd St., Suite 125, Hales Corners, WI 53130
Address of Firm

(920) 470-0957
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Dixon Engineering, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

April 23, 2018
Date

Andrew Arnold
Print or Type Name of Bidder

COO
Title

Estimated Start Date: June 4, 2018

SCHEDULE C
Antennas and Northern Wisconsin
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate*</u>
Principal.....	\$259.00	
Expert Witness (Office, Travel & Court).....	\$250.00	
Associate.....	\$181.00	\$270.00
Project Manager.....	\$155.00	\$233.00
Assistant Project Manager.....	\$104.00	\$158.00
Registered Professional Engineer.....	\$155.00	\$233.00
Structural Engineer.....	\$155.00	\$233.00
Staff Engineer.....	\$129.00	\$195.50
CAWI or CWI Welding Inspector.....	\$129.00	\$195.50
Certified NACE Inspector.....	\$129.00	\$195.50
Resident Project Representative – Level III.....	\$98.00	\$150.50
Resident Project Representative – Level II.....	\$88.00	\$135.50
Resident Project Representative – Level I.....	\$78.00	\$120.50
Contract Support Staff.....	\$104.00	\$158.00
Project or Board Meetings.....	Time & Expenses – Including Preparation Time**	

*All Saturday, Sunday, and holiday inspections, plus any time over 40 hours per week are at overtime rate.
Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

**All meetings held on Saturday, Sunday, or holidays are considered overtime for invoicing purposes.

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.70/mile + tolls	\$0.60/mile
Meals & Lodging.....	\$155.00 per diem (may be increased based on location)	\$145.00 per diem
Without Lodging.....	\$40.00 per diem	\$35.00 per diem
Air Travel.....	Business fare from Chicago O'Hare or Milwaukee + full size car rental	
Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017



CERTIFICATE OF LIABILITY INSURANCE

DIXONE1

OP ID: LB

DATE (MM/DD/YYYY)

04/17/2018

1.11.g

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

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

PRODUCER
Blick Dillon Insurance
123 N Mitchell St P.O.B. 389
Cadillac, MI 49601
Pete Suminski

CONTACT NAME: Pete Suminski

PHONE (A/C, No, Ext): 231-775-3416

FAX (A/C, No): 231-775-0817

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto Owners Insurance Company

18988

INSURER B: Employers Mutual Company

INSURER C: US Specialty Company

INSURER D:

INSURER E:

INSURER F:

INSURED
Dixon Engineering Inc
William Dixon
1104 3RD Ave
Lake Odessa, MI 48849-1191

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	33007656	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	9536751602	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ WAIVED			9536751603	02/23/2018	11/01/2018	EACH OCCURRENCE \$ 9,000,000** AGGREGATE \$ 9,000,000**
B	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	5H7377018	10/13/2017	10/13/2018	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			USS1727839 \$30,000 DEDUCTIBLE	07/01/2017	07/01/2018	Ea. Claim 2,000,000 Aggregate 2,000,000

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

When required by contract or written agreement, certificate holder is included as Additional Insured with Waiver of Subrogation as indicated above.

CERTIFICATE HOLDER

CANCELLATION

CIDE006

City of De Pere
925 South Sixth Street
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

NOTEPAD

INSURED'S NAME Dixon Engineering Inc

DIXONE1
OP ID: LB

PAGE 2

Date 04/17/2018

**Umbrella Liability Limits 11/01/17 to 02/22/18 = \$5,000,000

Attachment: Enterprise Drive Inspection - Dixon Proposal (6947 : Resolution #18-43 Authorizing Agreement for Consulting Services Between

ROV Inspection- Scope of Services

DIXON employs a three-person inspection team and complies with OSHA requirements for confined space entry. One person inspects the tank interior, a second is the confined space attendant, and the third is a ground person responsible for emergency response and communications.

A Remotely Operated Vehicle (ROV) inspection of the tank interior coating condition is performed with the tank full, but isolated from the water system. DIXON inspectors are NACE qualified and are experienced in the evaluation of steel and concrete structures and rehabilitation procedures. DIXON uses a ROV to detect any deterioration of the steel. DIXON's inspection reviews the coating's performance, quantify any structural damage, review OSHA Standards and EPA health requirements, and evaluate the need for cathodic protections.

ROV Inspection

Dixon's approach to a drained inspection includes:

A. Scope of Services Performed by Owner (ROV):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Perform chlorine residuals and bacteriological testing after completion of the inspection
5. Fill the tank to the normal high water operating level and if possible, isolate it from the system while the ROV is in the tank. If it is not possible to isolate the tank, keep inlet or outlet flow rates to a minimum. This is necessary to minimize turbulence and increase the chance of clear video being recorded.

B. Scope of Services Performed by DIXON (ROV):

1. DIXON will review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
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3. Inspect the tank's interior coating for remaining intactness and anticipated life. Submerged surfaces to be inspected by remotely operated vehicle (ROV). Review all interior girders and appurtenances for possible structural damage from icing or corrosion.

Members: Steel Structures Painting Council
American Water Works Association
Consulting Engineers Council

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Consulting Engineers Council

City of De Pere Water Utility

2018 9th Street Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the water tower to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

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Dixon Engineering, Inc.

Name of Firm

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Address of Firm

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Telephone Number

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Signature of Bidder

April 23, 2018

Date

Andrew Arnold

Print or Type Name of Bidder

COO

Title

Estimated Start Date: June 4, 2018

SCHEDULE C
Antennas and Northern Wisconsin
Employee Billable Rates and Terms

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Overtime rate is 1 ½ times the hourly rate. Overtime rate does not apply to Principal.

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Material (gaskets, cathodic caps, light bulbs, vent screens, etc.)	Labor & Material + 20%	

FEES EFFECTIVE THROUGH: December 31, 2018

Revised: 11/07/2017



CERTIFICATE OF LIABILITY INSURANCE

DIXONE1

OP ID: LB

1.11.h

DATE (MM/DD/YYYY)

04/17/2018

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

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

PRODUCER Blick Dillon Insurance 123 N Mitchell St P.O.B. 389 Cadillac, MI 49601 Pete Suminski	CONTACT NAME: Pete Suminski PHONE (A/C, No, Ext): 231-775-3416 FAX (A/C, No): 231-775-0817 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company INSURER B: Employers Mutual Company INSURER C: US Specialty Company INSURER D: INSURER E: INSURER F:
INSURED Dixon Engineering Inc William Dixon 1104 3RD Ave Lake Odessa, MI 48849-1191	NAIC # 18988

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	33007656	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	9536751602	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ WAIVED			9536751603	02/23/2018	11/01/2018	EACH OCCURRENCE \$ 9,000,000** AGGREGATE \$ 9,000,000**
B	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	5H7377018	10/13/2017	10/13/2018	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			USS1727839 \$30,000 DEDUCTIBLE	07/01/2017	07/01/2018	Ea. Claim 2,000,000 Aggregate 2,000,000

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

When required by contract or written agreement, certificate holder is included as Additional Insured with Waiver of Subrogation as indicated above.

CERTIFICATE HOLDER

CIDE006

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

CANCELLATION

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

Pete Suminski

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NOTEPAD

INSURED'S NAME Dixon Engineering Inc

DIXONE1
OP ID: LB

PAGE 2
Date 04/17/2018

**Umbrella Liability Limits 11/01/17 to 02/22/18 = \$5,000,000

Attachment: 9th Street Water Tower Inspection - Dixon Engineering Proposal (6947 : Resolution #18-43 Authorizing Agreement for Consulting

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #18-44 Authorizing Agreement for Contractor Services
Between the City of De Pere and Badger Concrete Lifting, LLC
(Mudjacking - Curb & Gutter and Sidewalk)

The Board of Public Works at the May 7, 2018, approved the award of contract for Project 18-19 Mudjacking to Badger Concrete Lifting, LLC in the amount of \$7,690.00.

The Engineering Department received proposals for Project 18-19 Mudjacking on May 3, 2018. This work is for repairs to City sidewalk and curb and gutter. The proposals received are as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	\$7,690.00
Raise Rite Concrete Lifting, Inc.	\$8,300.00

The budgeted amount for the project from the capital improvement fund is \$10,000 from the general obligation debt.

ATTACHMENTS:

- Reso18-44 (DOCX)
- Badger Concrete Lifting - Contract for Mudjacking4-17-161-001-12 (DOCX)
- Exhibit A-Badger Concrete (PDF)
- Exhibit B-Badger Concrete Lifting Contractor Agreement (PDF)
- 18-19 Bid Tab(PDF)

RESOLUTION #18-44

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations within the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services as attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-44 (6953 : Resolution #18-44 Authorizing Agreement for Contractor Services-Badger Concrete Lifting, LLC)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of De Pere, Wisconsin, (“City”), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City’s Request for Proposals, Mudjacking – Curb & Gutter and Sidewalk, dated April 12, 2018, attached and incorporated as Exhibit A. 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.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment

- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the

format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the

elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending

mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313

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

BADGER CONCRETE LIFTING, LLC

CITY OF DE PERE

By: _____
Kyle Schoenebeck, Owner

by: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2018\Badger Concrete Lifting LLC- Mudjacking 5-18-161-001-12.docx

Badger Concrete Lifting, LLC
Agreement for Contractor Services - Mudjacking
Page 5 of 5

APRIL 12, 2018
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 18-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 3, 2018**, at which time they will be publicly opened and read aloud.

Project 18-19 for which proposals are being sought includes the following approximate quantities:

- 100 LF Mud-Jacking Curb & Gutter
- 2,800 SF Mud-Jacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 12th day of April, 2018.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 18-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SCHEDULE OF PRICES
PROJECT 18-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ _____. ____	\$ _____. ____
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$ _____. ____	\$ _____. ____
TOTAL				\$ _____. ____

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 18-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2018 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 22, 2018. Start date is June 4, 2018.

2018 Specifications

City of De Pere

**SECTION 32 01 20
MUD-JACKING**

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

- A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1") up to a maximum of two inches (2") in diameter.
- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

2018 Specifications

City of De Pere

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

CITY OF DE PERE - BOARD OF PUBLIC WORKS
 SCHEDULE OF PRICES
 PROJECT 18-19
 MUDJACKING - CURB & GUTTER AND SIDEWALK
 VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>4.10</u>	\$ <u>410.</u> ⁰⁰
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$ <u>2.60</u>	\$ <u>7,280.</u> ⁰⁰
TOTAL				\$ <u>7,690.</u> ⁰⁰

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Badger concrete

Lifting LLC, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Kyle Schoenebeck
 (Signature of Bidder)

TITLE Owner

Kyle Schoenebeck
 Print or Type Name of Bidder

Page 2 of 3



**PROJECT 18-19 MUDJACKING
PROPOSALS**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				BADGER CONCRETE		RAISE RITE	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 4.10	\$ 410.00	\$ 20.00	\$ 2,000.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 2.60	\$ 7,280.00	\$ 2.25	\$ 6,300.00
Total Amount Bid				\$ 7,690.00		\$ 8,300.00	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #18-45 Authorizing Agreement for Contractor Services
Between the City of De Pere and Hard Rock Concrete Cutters, Inc.
(Concrete Grinding - Sidewalk)

The Board of Public Works at the May 7, 2018 meeting, approved the award of contract for Project 18-19A Sidewalk Grinding to Hard Rock Concrete Cutters in the amount of \$23,600.00.

The Engineering Department received proposals for Project 18-19A Sidewalk Grinding on May 3, 2018. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Amount
Hard Rock Concrete Cutters	\$23,600.00

The budgeted amount for the project from the capital improvement fund is \$30,000.00 from the general obligation debt

ATTACHMENTS:

- Reso18-45 (DOCX)
- Exhibit 1 - Contractor Agreement-Hard Rock Concrete Cutters (Concrete Grinding)5-18-161-001-12 (PDF)
- Exhibit A-Hard Rock Concrete Cutters, Inc. (PDF)
- Exhibit B-Hard Rock Concrete Cutters Contractor Agreement (PDF)
- 18-19A BID TAB (PDF)

RESOLUTION #18-45

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND HARD ROCK CONCRETE CUTTERS, INC.
(Concrete Grinding – Sidewalk)

WHEREAS, the City is in need of concrete grinding services at various locations within the City of De Pere; and

WHEREAS, Rock Concrete Cutters, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services as attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND HARD ROCK CONCRETE CUTTERS, INC.
(Concrete Grinding – Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of De Pere, Wisconsin, (“City”), and Hard Rock Concrete Cutters, Inc. (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City’s Request for Proposals, Project 18-19A, Concrete Sidewalk Grinding, dated April 12, 2018, attached and incorporated as Exhibit A. 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.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment

- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the

format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the

elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending

mediation for a period of 60 days from the date of filing, unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Hard Rock Concrete Cutters, Inc.
Attention: James M. Dvoratchek
601 Chaddick Drive
Wheeling, IL 60090

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

HARD ROCK CONCRETE CUTTERS, INC. CITY OF DE PERE

By: _____
James M. Dvoratchek, President

By: _____
Michael J. Walsh, Mayor

By: _____
Printed Name: _____
Title: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2018\Hard Rock Concrete Cutters(Concrete Grinding)5-10-18-161-001-12

APRIL 12, 2018
CITY OF DE PERE
REQUEST FOR PROPOSALS
PROJECT 18-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 3, 2018**, at which time they will be publicly opened and read aloud.

Project 18-19A for which proposals are being sought includes the following approximate quantities:

- 400 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 20 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

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

Dated this 12th day of April, 2018.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 18-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 18-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	400*	\$_____.	\$_____.
SD-02 Grinding of sidewalk wider than five (5) feet wide	LF	20*	\$_____.	\$_____.
			TOTAL	\$_____.

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____,

_____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 18-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2018 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

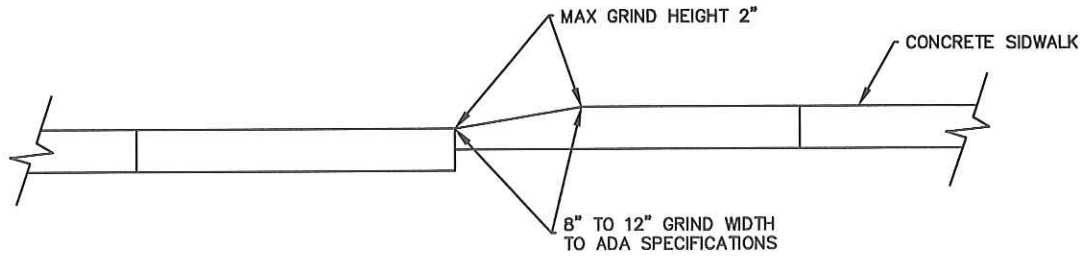
The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
SD-02 Grinding of sidewalk wider than five (5) feet wide	LF

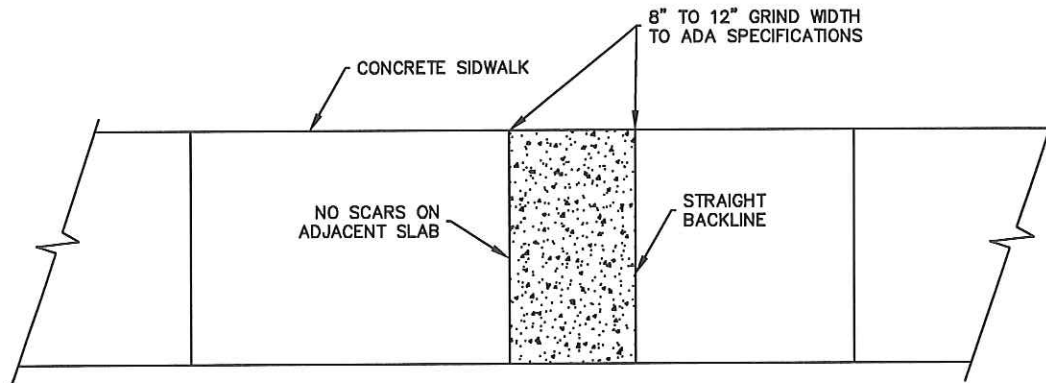
Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 22, 2018. Anticipated start date is June 18, 2018.



TYPICAL SECTION



PLAN VIEW



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 33

DRAWING NO:

DATE: 4/2016
BY: SRL
CHECKED: EPR

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 18-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

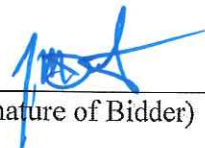
<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	400*	\$ 58.50	\$23,400.00
SD-02 Grinding of sidewalk wider than five (5) feet wide	LF	20*	\$ 10.00	\$ 200.00
			TOTAL	\$23,600.00

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of HARD ROCK CONCRETE CUTTERS INC

601 CHADDICK DRIVE, WHEELING, IL 60090 and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


(Signature of Bidder)

TITLE PRESIDENT

JAMES M DVORATCHEK
Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 18-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2018 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
SD-01 Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
SD-02 Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 22, 2018. Anticipated start date is June 18, 2018.



**PROJECT 18-19A Sidewalk Grinding
PROPOSALS**

				BIDDER NO. 1	
				HARD ROCK CONCRETE	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
1	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EA	400	\$58.50	\$23,400.00
2	Grinding of sidewalk wider than five (5) feet wide	LF	20	\$10.00	\$200.00
Total Amount Bid					\$23,600.00

Attachment: 18-19A BID TAB (6954 : Resolution #18-45 Authorizing Contractor Agreement with Hard Rock Concrete Cutters, Inc.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #18-46 Authorizing Amendment to Agreement Between the City of De Pere, De Pere Rapides Youth Soccer Club, Inc. and De Pere Select Soccer Club Incorporated Regarding Southwest Park Phase I Construction.

The Board of Park Commissioners, at the April 19, 2018 meeting, approved to accept the donation request from De Pere Select Soccer. (The motion carried Aye – 5, Nay – 2)

General Summary: In exchange for donating money (\$35,000) to fund the installation of lights at Southwest Field #1 and donating concession equipment (Valued at \$2,000) to the park. The Select Soccer program is requesting to extend the current agreement with the City for an additional five years and obtain priority usage of Field #1, 2, and 3.

ATTACHMENTS:

- Reso18-46 (DOCX)
- Exhibit 1-Soccer SW Agreement Amendment5-4-18-151-001-03 (PDF)
- Select Soccer.agreement (DOCX)
- Soccer Agreement - Southwest Park (PDF)

RESOLUTION #18-46

AUTHORIZING AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DE PERE, DE PERE RAPIDES YOUTH SOCCER CLUB, INC. AND
AND DE PERE SELECT SOCCER CLUB INCORPORATED REGARDING
SOUTHWEST PARK PHASE I CONSTRUCTION

WHEREAS, the City of De Pere (“City”), De Pere Rapides Youth Soccer Club, Inc. (“De Pere Rapides”) and De Pere Select Soccer Club Incorporated (“Select Soccer”) are parties to an Agreement dated February 22, 2006, setting forth terms and conditions of donations provided for the development and subsequent usage of the soccer fields Southwest Park; and

WHEREAS, Select Soccer has expressed a desire to provide additional donations for field lights on one of the soccer fields at Southwest Park to allow for evening and night play, and City wishes to promote this use by transferring field lights currently located at Optimist park, slated for replacement in 2018, to Southwest Park upon the terms and conditions of the Amendment to Agreement attached hereto and incorporated herein by reference; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Between the City of De Pere, De Pere Rapides Youth Soccer Club, Inc. and De Pere Select Soccer Club Incorporated Regarding Southwest Park Phase I Construction, attached hereto as Exhibit 1, together with such changes as deemed necessary by 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.

Resolution #18-46
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-46 (6912 : Resolution #18-46 Authorizing Amendment with De Pere Select Soccer.)

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DE PERE,
DE PERE RAPIDES YOUTH SOCCER CLUB, INC. AND
DE PERE SELECT SOCCER CLUB INCORPORATED
REGARDING SOUTHWEST PARK PHASE I CONSTRUCTION**

This Amendment is entered into this _____ day of _____, 2018, with respect to the Agreement Between the City of De Pere, De Pere Rapides Youth Soccer Club, Inc. (“De Pere Rapides”), and De Pere Select Soccer Club Incorporated (“Select Soccer”) (collectively “the Parties”) dated February 2006, (“Agreement”), which Agreement is incorporated herein by reference.

WHEREAS, since the Agreement was entered into, Phase I of the Rettler Development Plan referenced in the Agreement has been completed and Southwest Park has developed into a well-used community park which, among other youth sports activities, boasts seven (7) soccer fields; and

WHEREAS, Select Soccer has expressed a desire to have one of the soccer fields at Southwest Park fitted with field lights to allow for evening and night play; and

WHEREAS, City has field lights currently located at Optimist Park which are slated for replacement in 2018; and

WHEREAS, the Parties wish to amend the Agreement to provide for additional donations for the benefit of Southwest Park upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as set forth below.

I. SELECT SOCCER OBLIGATIONS

A. Monetary Donation

1. Select Soccer shall donate to City the sum of Thirty-four Thousand and no/100 Dollars (\$34,000.00) to be used for installation of the City field lights currently located at Optimist Park at Southwest Park soccer Field #1.
2. Such donation shall be made to City in full at the time the public works contract for such work is awarded by City.

B. Equipment Donation

1. Select Soccer shall donate the following equipment to City for use at the Southwest Park Concession building:

- a. Soda cooler
 - b. Refrigerator
 - c. Ice machine
 - d. Chest freezer
 - e. Cappuccino machine
2. Such equipment may be donated at different times or all at once provided however that all such equipment shall be donated and on site at the Southwest Park Concession Building on or before the effective date of this Amendment.

II. CITY OBLIGATIONS

- A. City shall publically bid the removal of the Optimist Park field lights and subsequent installation of the same at soccer Field #1 at Southwest Park in accordance with the requirements of Wis. Stats. §62.15 *et.seq.*
- B. City shall be responsible to pay any costs associated with the installation of the field lights at soccer Field #1 that exceed the \$34,000.00 donation from Select Soccer.
- C. City shall keep and maintain the field lights at soccer Field #1 in good working order for such period of time as the lights are operational and such upkeep is reasonable given the condition of the lights.
- D. City shall pay for all utility charges associated with the field lights at soccer Field #1.
- E. City shall not allow non-soccer related activities or events at soccer Field #1 unless such activities or events are sponsored by the City.

III. MUTUAL UNDERSTANDINGS OF THE PARTIES

- A. All use of the field lights at soccer Field #1 shall be scheduled and approved through the City Director of Parks, Recreation and Forestry.
- B. Paragraph #6 of the Agreement provides, among other things, that both Select Soccer and De Pere Rapides "...shall have first priority use of the soccer facilities for soccer usage during the months of April through October (the "First Priority Rights")...." For the purposes of the Agreement and this Amendment, First Priority Rights shall be interpreted to mean that that Select Soccer shall have First Priority Rights to Fields 1, 2, and 3, and De Pere Rapides shall have First Priority Rights to Fields 4, 5, and 6. Both De Pere Select and De Pere Rapides shall have First priority Rights to Field 7.
- C. First Priority Rights shall not be interpreted to mean exclusive rights. Should either Select Soccer or De Pere Rapides not provide City with the Spring, Summer and Fall schedules as outlined in Paragraph 6 of the Agreement, First Priority Rights for those

fields are forfeit and use of the fields by either is subject to no other use being scheduled thereon by City. Further, First Priority Rights does not prevent City from scheduling other soccer related events on the Southwest Park soccer fields during the months of April through October, nor do First Priority Rights prevent the City from scheduling any City sponsored events (whether soccer related or not) on the Southwest Park Soccer Fields during the months of April through October.

- D. The term of the Agreement (15 years from the date the soccer fields were first used, that is June 1 2008) shall be extended an additional five (5) years, resulting in an expiration date of June 1, 2028.
- E. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.
- F. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

**DE PERE RAPIDES YOUTH
SOCCER CLUB, INC.**

By: _____
_____, President

**DE PERE SELECT SOCCER
CLUB, INCORPORATED**

By: _____
Dale Rhodes, President

THE CITY OF DE PERE

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2018\SW Park Soccer Club Amendment5-4-18-151-001-03.docx

Select Soccer:

- Agrees to fund the cost of installing lights at Southwest Park, Field #1 in the amount of \$34,000
- Donate soda cooler, refrigerator, ice machine, chest freezer, and cappuccino machine for concession building at Southwest Park. (Valued at \$2,000.)

The City agrees to:

- Extend the current agreement with Select Soccer and Rapides Soccer for 5 years.
 - o The current agreement with Select and Rapides Soccer terminates in 2021.
- Allocate Field #1, #2, and #3 to Select Soccer for the term of the agreement (with extension).
 - o This gives “priority” usage of the field, not “exclusive” rights to the field.
- Provide and maintain the lights as long as they are in operation.
- Pay all utility charges.
- Prohibit all non-soccer related activities/events on Field #1 from April – October that are not ran by the City of De Pere.

Select Soccer and City of De Pere understand:

- Any use of lights shall be scheduled through the City of De Pere.
- The City of De Pere may use the field at their discretion for any sport/activity/event that is ran by the City of De Pere.
- The City may allow/rent the use of Field #1 for soccer related programs/events from April – October.
- Select Soccer does not have “exclusive” rights to Field #1 and the field may be used for other activities as described/outlined in the agreement.

Res. 06-17

**AGREEMENT BETWEEN THE CITY OF DE PERE,
DE PERE RAPIDES YOUTH SOCCER CLUB, INC. AND
DE PERE SELECT SOCCER CLUB INCORPORATED
REGARDING SOUTHWEST PARK PHASE I CONSTRUCTION**

THIS AGREEMENT is entered into this 22nd day of February, 2006, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City"), De Pere Rapides Youth Soccer Club, Incorporated, a Wisconsin non-stock corporation ("Rapides") and De Pere Select Soccer Club, Incorporated, a Wisconsin non-stock corporation ("Select"), together referred to as "Soccer Organizations".

WHEREAS, the City has approximately 65 acres of park property adjacent to Lawrence Drive (hereinafter, the "Southwest Park") which it wishes to develop as a community park; and

WHEREAS, the City of De Pere and its Board of Park Commissioner retained the Rettler Corporation to design such community park to accommodate a variety of interests, including soccer, baseball, and other recreational activities; and

WHEREAS, the Board of Park Commissioners and City are committed to matching donations from user groups of the proposed facility; and

WHEREAS, the Soccer Organizations have approached the City and expressed an interest in each donating \$150,000 to the City for construction of Phase I of the Rettler Development Plan, attached hereto and incorporated by reference as Exhibit A, provided certain terms and conditions are satisfied; and

WHEREAS, the City and its Board of Park Commissioners are grateful to the Soccer Organizations for their generous donations and wish to agree to the terms and conditions as are set forth below.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions and other provisions of this Agreement, the Soccer Organizations individually pledge to donate to the City One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) totaling \$300,000 (hereinafter referred to as the "Donations") which shall be paid to City as follows:

- 50% upon award of construction contract
- 25% upon 50% completion of Phase I improvements
- 25% upon final completion

The Donations shall only be used by the City for soccer and soccer related portions of Phase I scope of construction.

2. The City agrees to commence construction of Phase I of the Rettler Southwest Park design as soon as practicable after execution of this Agreement. The parties acknowledge the time frame for commencement of construction of the subject improvement exceeds 6 months from the date this Agreement is executed based upon the following timeline estimates:

- Design/Engineering and bid document preparation – 3-4 months
- Solicitation of bids through bid award – 2 months
- Contract signing to commencement of work – 20 days

The City shall also include alternate bids for development of up to three (3) full-sized soccer fields in addition to the one (1) field included in the Phase I base construction bid. The Soccer Organizations' donations shall only be used for construction of soccer and soccer related facilities.

3. The City shall contract with Rettler Corporation to be the project engineer for construction of Phase I for the improvements to the Southwest Park.

4. The City shall publicly bid such construction in accordance with all statutory requirements.
5. The parties agree that the City shall be responsible for all maintenance, repair and improvements to the Park, including repair to improvements caused by vandalism, Acts of God or other such causes. In addition to general maintenance responsibility, maintenance to the soccer fields and surrounding areas shall exceed, by inclusion of up to two aerifications per field, the standards for a "Level C" field as set forth in the June 6, 2005 letter from City Park, Recreation and Forestry Director Jerry Perkofski to Mr. Pat Fox, attached hereto as Exhibit B outlining field maintenance levels. Such level of maintenance is hereinafter referred to as "Level C+".
6. The Soccer Organizations shall have first priority use of the soccer facilities for soccer usage during the months of April through October (the "First Priority Rights") for a period of 15 years, commencing the first date of soccer usage of the park. To secure this first priority use right, the Soccer Organizations shall each provide schedules for Spring and Summer usage, including weekend usage during said period, on an annual basis by April 1st of each year, and shall further provide schedules for Fall usage, including weekend usage, on an annual basis by September 1st of each year.
7. The parties shall meet in March and August of each year to discuss maintenance and usage/resting levels of the soccer facilities. Furthermore, at said meetings, the City will update the Soccer Organizations on proposed or planned changes in the number of soccer fields that will be available in the City on a city-wide basis.

8. The Soccer Organizations shall have the right to operate concessions for all soccer events held on the soccer fields at the Southwest Park for a period of 15 years, commencing the first date of soccer usage of the park. Failure of either Soccer Organization to notify City of its intent to run concession operations at least 10 working days in advance of the scheduled event shall forfeit such right as to such event.
9. This Agreement may not be assigned by any party unless agreed to in writing by all parties; however, this Agreement shall be binding upon and inure to the benefit of any of the parties' successors in interest.
10. No amendment to the terms or conditions of this Agreement shall be effective unless in writing, signed by all parties.
11. Any notice required or permitted hereunder shall be mailed, postage paid, to the following:
 - A. City of De Pere
Attn: City Clerk-Treasurer
335 S. Broadway
De Pere, WI 54115
 - B. De Pere Select Soccer Club, Incorporated
Attn: Susan K. Matyas, Registered Agent
P.O. Box 5441
De Pere, WI 54115
 - C. De Pere Rapides Youth Soccer Club, Incorporated
Attn: Betsy Meeuwsen, Registered Agent
420 Cook Street
De Pere, WI 54115

Dated this 22nd day of February, 2006.

**DE PERE RAPIDES YOUTH
SOCCER CLUB, INC.**

By: Patrick W. Fox
Patrick W. Fox, President

THE CITY OF DE PERE

By: Michael J. Walsh
Michael J. Walsh, Mayor

By: David G. Minten
David G. Minten, Clerk-Treasurer

DE PERE SELECT SOCCER CLUB, INC.

By: Dale J. Rhodes
Dale J. Rhodes, President

Drafted by: Judith Schmidt-Lehman
H:\jbiskner\Agreements\Soccer club agreement (clean copy) 3-5-04.doc

Attachment: Soccer Agreement - Southwest Park (6912 : Resolution #18-46 Authorizing Amendment with De Pere Select Soccer.)

DATE: January 28, 2004
 TO: Jeff Bahling
 FROM: Rich Riggs *RR*
 RE: Field Maintenance Costs for an 80,000 ft² Field

The following is an estimate of what materials and labor costs would be to maintain athletic fields per year at three quality levels. Level A (competition field), Level B (jv game field, practice field), Level C (general practice, middle and elementary school fields).

Level A Field - \$12,928.00 includes materials and 420 man-hours at \$21.00/hour. Price does not include water charges, irrigation set up or the purchase of equipment.

Includes:

Six fertilizer applications
 Two overseedings
 Three aerifications

Level B Field - \$7,590.00 includes materials and 280 man-hours at \$21.00/hour. Price does not include water charges, irrigation set up or the purchase of equipment.

Includes:

Four fertilizer applications
 One overseeding
 Two aerifications

Level C Field - \$5,175.00 includes materials and 210 man-hours at \$21.00/hour. Price does not include water charges, irrigation set up or the purchase of equipment.

Includes:

Two fertilizer applications

These are budgetary numbers only and includes mowing, fertilizing, seeding, painting, core aeration and other practices to maintain safety and playability.

LANDSCAPE
ARCHITECTURE

ENGINEERING

LAND SURVEYING

SITE CONSTRUCTION
MANAGEMENT

SITE MAINTENANCE

PLANNING



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #18-47 Awarding Official City Newspaper Contract.

ATTACHMENTS:

- Reso18-47 (DOCX)
- Exhibit A - 2018 Bid (PDF)

RESOLUTION #18-47

AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, the City of De Pere has advertised, pursuant to Wis. Stats. §985.06, and received a bid from a qualified newspaper for the printing of Council proceedings and legal notices; and

WHEREAS, the sole effective bid was submitted by the *Green Bay Press Gazette*.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The *Green Bay Press Gazette* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2018-2019 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-47 (6945 : Resolution #18-47 Awarding Official City Newspaper Contract.)



April 3, 2018

Invitation for Bid – Official City of De Pere Newspaper - 2018

The Green Bay Press-Gazette is offering the following legal advertising rates for the publication of council proceedings and other city legal advertising through April 30, 2018. These rates are lower than the state set rates, which you can see on the enclosed certification letter.

Classified 6 Column Per Line charge – Arial 6-point Font:

Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$1.0752	\$0.8494
2	\$2.2677	\$1.7914
3	\$3.4601	\$2.7334
4	\$4.6527	\$3.6755
5	\$5.8452	\$4.6175
6	\$7.0377	\$5.5595

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

Tara Mondloch
Classified Manager

NOTICE TO NEWSPAPERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of De Pere, Wisconsin, at the City Clerk's office in the City Hall until 12:00 o'clock Noon on the first Tuesday in May, being May 1, 2018, for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices.

Bids will be received from all daily and weekly newspapers, which have been published regularly in said City of De Pere for two years preceding the date hereof, being in accordance with Section 985.06 of the Wisconsin Statutes.

Bids for more than legal rate for like work will not be considered.

The right to reject any or all bids or to waive any informality is reserved by the City.

Dated April 2, 2018

Published April 2, 2018
(Signed) Shana Ledvina, City Clerk

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-48 Approving Facade Improvement Project and Authorizing Disbursement of Grant (330 Main Avenue - Parcel WD-371).

At their meeting on April 30, 2018, the Redevelopment Authority (RDA) voted 6-0 to recommend approval of a Facade grant for 330 Main Avenue (WD-371) in an amount not to exceed \$660.36.

ATTACHMENTS:

- Reso18-48 (DOCX)
- Exhibit A-Luna Facade Grant (PDF)
- Exhibit A (Supplement) Luna Facade Grant Quotes 5-2018 (PDF)
- Luna Facade Grant RDA Memo 4-2018 (DOCX)
- 330 Main Ave FG 3-2018 RDA Report (PDF)

RESOLUTION #18-48

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(330 Main Avenue - Parcel WD-371)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Stagecoach Enterprises, L.L.C., owner of Parcel WD-371, has submitted an application for a façade improvement grant for proposed improvements to the Main Avenue entrance of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements of \$3,301.80; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Stagecoach Enterprises, L.L.C. for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Director of Development Services (Director) is authorized to approve disbursement of the façade grant up to \$660.36 to Stagecoach Enterprises, L.L.C. for said improvements provided the following are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

BE IT FURTHER RESOLVED THAT:

The Redevelopment Authority and Council may reconsider costs associated with awning/signage should changes to the Façade Grant guidelines occur prior to July 1, 2018, which permit inclusion of signage in the grant program.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____



CITY OF DE PERE

APPLICATION FOR FAÇADE GRANT

Date:

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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) Luna Coffee LLC	Authorized Representative Angela Patel	Title Owner/Member	
Mailing Address 330 Main Avenue	City De Pere	State WI	ZIP Code 54115
Email Address coffee@lunacafe.com	Phone Number (incl. area code) 920-336-1557	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) Stagecoach Ent LLC	Contact Person Sheila Patel	Title Owner/President	
Mailing Address 4351 Creamery Road	City De Pere	State WI	ZIP Code 54115
Email Address patelsheila9@gmail.com	Phone Number (incl. area code) 920-347-1965	Fax Number (incl. area code) 920-347-1965	

SECTION 3: Project or Site Location

Project Address/Description Luna Cafe, 330 Main Ave. De Pere	Parcel No. WD-371
---	----------------------

SECTION 4: Project Information

Project Description:	Painting and new sign installation for Luna Cafe, 330 Main Avenue, De Pere		
Estimated Façade Expenses:	\$23,600.00		
Contractor:	Robinson Renovations and Fitzgerald Painting.		
Estimated Start Date:	ASAP	Estimated Completion Date:	

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Color renderings are strongly encouraged.
3. The project cost estimates by major category (design, material, labor, etc).

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) MARK PATEL	Title OWNER / MEMBER	Phone Number 920-336-1557
Signature of Applicant 		Date Signed 03/12/2018

Attachment: Exhibit A-Luna Façade Grant (6928 : Reso #18-48 Approving Façade Improvement Project and Authorizing Disbursement of Grant-



Attachment: Exhibit A (Supplement) Luna Facade Grant Quotes 5-2018 (6928 : Reso #18-48 Approving Facade Improvement Project and

FitzGerald Painting

1318 Cook St.
De Pere, WI 54311
Phone: (920) 544-2345
E-Mail: mike@fitzpainting.com
Web: www.fitzpainting.com

March 1, 2018

Luna Cafe
330 Main Ave.
De Pere, WI

Estimate

FitzGerald Painting:

- Cover the sidewalk under working area
- Sand and clean the exterior front
- Remove rotted wood frame on the upper center of the building
- Replace wood frame- caulk and prime
- Caulk gaps
- Apply a minimum of two coats of paint, using three colors provided by the owners

Total Cost: =\$2,500.00 (includes paint and material)

Invoice Provided by:

Mike FitzGerald
FitzGerald Painting
920-544-2345
mike@fitzpainting.com

Accepted by:

Luna Cafe/ 330 De Pere, WI 54115

Date

Nlpehuo | #W1#Iorp

Iurp= dgjhasdwhc jp dlfirp
 Vhqw= Iu|d|/Dsub3/#34;#-5;#DP
 Wr= Np ehud|W#Iarp
 Vxemhfw= Iz g=Mrghv#7ljq#Fr#udqvdfwrq#hfhlswh#625<2534;#-5;-58#DP #Fhqwdg#Dqyr lf#564;58

Hi Kim,

Here is the bill for the removal. The quote is in an email which I will forward
 Next in case you need it.

I set Peter is out until May. Who should I work with regarding the sign approval?

Thank you!
 Angela

Sent from my iPhone

Begin forwarded message:

From: "Jones Sign Co" <notifications@paytrace.com>
Date: March 29, 2018 at 9:29:11 AM CDT
To: angeljpatel@gmail.com, lbartz@jonessign.com
Subject: Jones Sign Co transaction receipt. 3/29/2018 9:28:25 AM Central - Invoice:
 231825
Reply-To: ivanstedum@jonessign.com

Jones Sign Co

1711 Scheuring Rd
 De Pere, WI 54115

3/29/2018 9:28:14 AM

Reference Number:201877208
 Total: \$801.80
 Transaction Type: Sale
 Transaction Status: Pending Settlement
 Card Type: American Express
 Card Number: xxxxxxxxxxxx2007
 Entry Method: Keyed
 Approval Code: 268812
 Approval Message: EXACT MATCH
 AVS Result: Full Exact Match
 CSC Result: Match
 Customer Name: Luna Coffee
 Invoice: 231825

Attachment: Exhibit A (Supplement) Luna Facade Grant Quotes 5-2018 (6928 : Reso #18-48 Approving Facade Improvement Project and

City of De Pere MEMORANDUM



To: Redevelopment Authority
From: Kimberly Flom, Development Services Director
Date: April 30, 2018

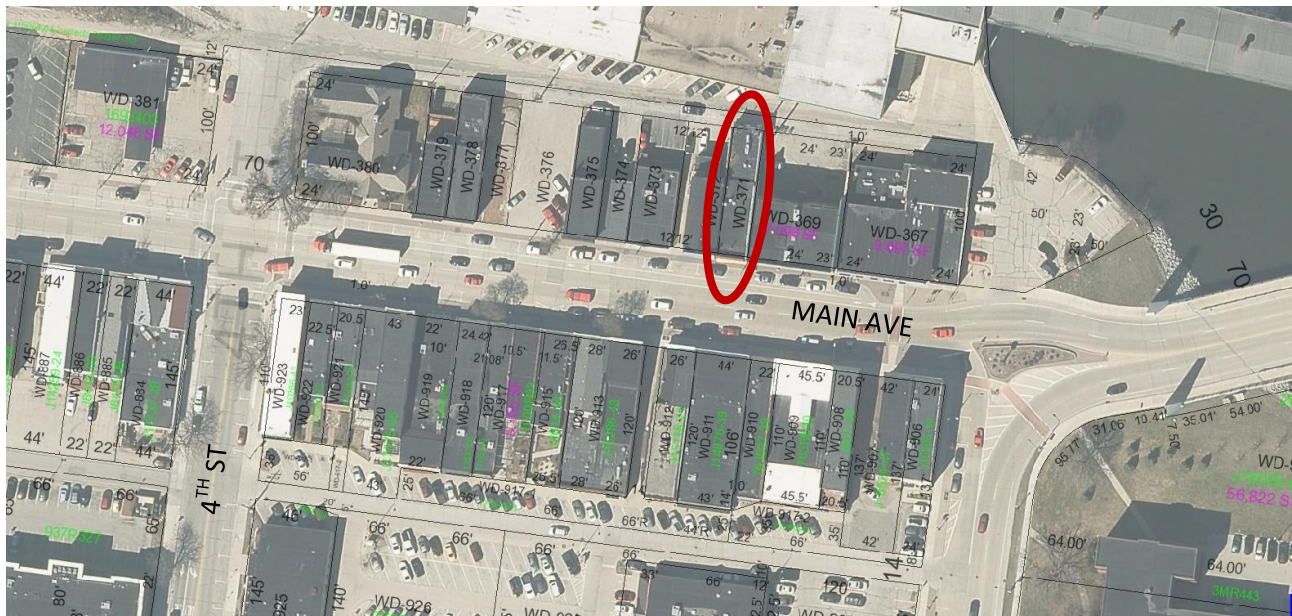
RE: **Façade Grant Application – 330 Main Avenue (Parcel WD-371)**

Background

At its March 26, 2018 meeting, the RDA conceptually approved improvements to the front (south) facade of Luna Coffee at 330 Main Avenue (Parcel WD-371), subject to the following conditions:

- 1) Applicant returns with more detailed cost estimates before forwarding the recommendation to Council.
- 2) Awning/Signage be removed from the current request.
- 3) Awning/Signage may be reconsidered by the RDA if changes to the Façade Grant Guidelines (that occur before July 1, 2018) permit the inclusion of signage.

The applicant did proceed with the removal of the existing awning and the quote for that work, and the paid invoice, are attached. The original application also included a quote for a new sign in the amount of \$21,100. The new awning will now replace the previously designed sign. Because the awning includes features that identify the business, the awning is not eligible for Façade Grant inclusion at this time.



330 Main Ave Façade Grant - Façade Grant Project Estimate

Vendor		Detail	Amount	Notes
Front Façade				
Jones Sign	Awning Removal		\$801.80	
Fitzgerald Painting	Repainting		\$2,500.00	
			Total	Grant Maximum
			\$4 Investment	
			\$1 Grant Match	
			\$3,301.80	\$10,000

This rendering shows the proposed new awning and signage.



Recommendation

Recommend approval of the façade grant request for 330 Main Avenue, in an amount not to exceed \$660.36, and that the recommendation be forwarded to Council, subject to the following conditions:

- 1) That final grant amount be calculated per program requirements based on receipt review.
- 2) Awning/Signage may be reconsidered by the RDA if changes to the Façade Grant Guidelines (that occur before July 1, 2018) permit the inclusion of signage.

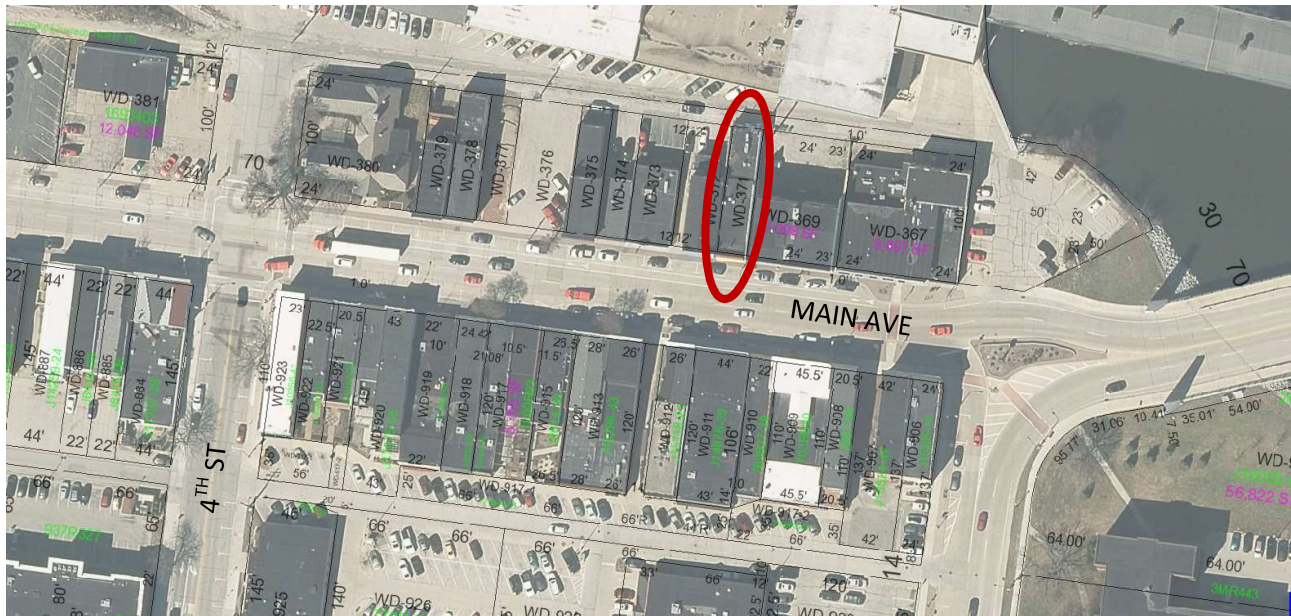
City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Development Services Director
 Date: March 26, 2018
 RE: **Façade Grant Application – 330 Main Avenue (Parcel WD-371)**

Background

Luna submitted the attached façade grant application for proposed improvements to the front (south) facade of 330 Main Avenue (Parcel WD-371). The applicant proposes to paint and repair the front façade and install new signage.



The building is not listed on the National or State Historic registers. However, the 2001 City Intensive Survey highlights the building as an example of Commercial Vernacular.

After receiving the application, staff met with Luna representatives to review the proposed sign. This meeting may result in slight revisions to the sign location as well as the existing awning. In order to continue to move forward with the painting part of the project, Luna has requested a conceptual approval of that portion and will return to the RDA with more detailed cost estimates depending on the revised project scope.

The application also included a request to fund the new signage. Signage is not currently an eligible expense per the Façade Grant Guidelines, but the RDA and Council will be reviewing those guidelines in an effort to make the program more attractive to businesses. Rather than postpone their project, the applicant requests that their signage be eligible for re-review if the Façade Grant Guidelines are updated by July 2018.

Funding

The 2018 budget includes \$30,000 from TID #9 for façade grants. This is the first application received for TID #9 in 2018.

Recommendation

Staff recommends conceptual approval of the façade grant application for 330 Main Avenue, subject to the following conditions:

- 1) Applicant returns with more detailed cost estimates before forwarding the recommendation to Council.
- 2) Awning/Signage be removed from the current request.
- 3) Awning/Signage may be reconsidered by the RDA if changes to the Façade Grant Guidelines (that occur before July 1, 2018) permit the inclusion of signage.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #18-49 Regarding the Vacation of a Portion of a Public Thoroughfare (500 Blk. 9th St. Adjacent to Parcels WD-D0217-3 & WD-D0218-2) (Refer to Public Hearing).

On April 30, 2018 the Plan Commission recommended approval by a vote of 6-0.

ATTACHMENTS:

- Reso18-49 (DOCX)
- Exhibit A-9th Street Vacation (PDF)
- Mayor-CC-500 BLK 9th Street Vacation (PDF)
- ROW Vacation - 500 BLK S. 9th ST - Plan Commission Report (DOCX)
- Application Form (PDF)
- Area Map (PDF)

RESOLUTION #18-49

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(500 Block 9th Street Right-of-Way Adjacent to Parcels WD-D0217-3 and WD-D0218-2)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____, 2018 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described 9th Street right-of-way adjacent to Parcels WD-D0217-3 and WD-D0218-2, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Part of Outlot 1, Volume 28 of Certified Survey Maps, Page 271, Map No. 4465, Document No. 1330638, being part of the North ¼ of Lot 135 of the Assessor's Subdivision of the City of Nicolet, all located in the Northeast ¼ of Section 29, T23N, R20E, City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Northeast Corner of said Section 29;
 thence N89°30'33"W, 331.15 feet on the north line of said Northeast ¼ of Section 29;
 thence S00°04'03"E, 35.00 feet to a point on the west line of said Outlot 1, said point also being the south right of way of Grant Street, and the **POINT OF BEGINNING**;
 thence continuing S00°04'03"E, 374.11 feet on said west line of Outlot 1 to the westerly right of way of Ninth Street;
 thence 152.47 feet on the arc of a 347.34 foot radius curve to the left, long chord bears N12°59'32"E, 151.25 feet;
 thence N00°25'00"E, 172.84 feet;
 thence 10.11 feet on the arc of a 30.00 foot radius curve to the left, long chord bears N09°14'13"W, 10.06 feet;
 thence N18°53'26"W, 23.00 feet;
 thence 19.42 feet on the arc of a 30.00 foot radius curve to the left, long chord bears N37°25'59"W, 19.08 feet;
 thence 16.68 feet on the arc of a 53.40 foot radius curve to the left, long chord bears N64°55'18"W, 16.61 feet to the Point of Beginning.

Resolution #18-41
Page 2 of 2

Said described lands contain 10,799 square feet more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 16th day of May, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

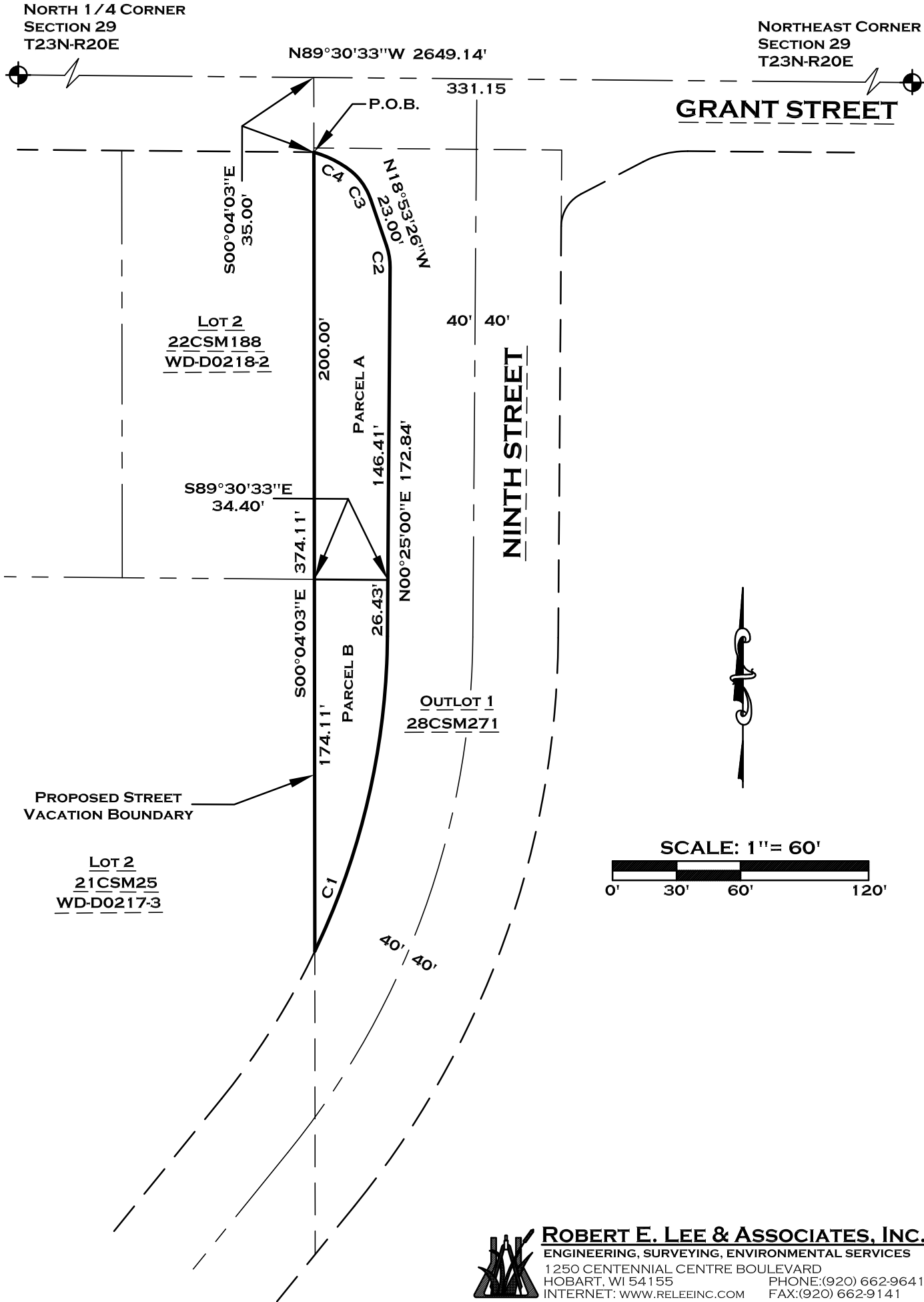
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT A

Curve Table							
Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	25°09'05"	347.34'	152.47'	N12°59'32"E	151.25'	N25°34'05"E	N00° 25' 00"E
C2	19°18'26"	30.00'	10.11'	N09°14'13"W	10.06'	N00°25'00"E	N18° 53' 26"W
C3	37°05'08"	30.00'	19.42'	N37°25'59"W	19.08'	N18°53'26"W	N55° 58' 33"W
C4	17°53'30"	53.40'	16.68'	N64°55'18"W	16.61'	N55°58'33"W	N73° 52' 04"W



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\0404433\DWG\0404433_9THVACATION.DWG

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney
 RE: Resolution #18-49
 Vacating a Portion of a Public Thoroughfare (500 Block 9th Street Adjacent to
 Parcels WD-D0217-3 and WD-D0218-2)
 Date: May 10, 2018

The statutory process for the City to initiate a public way vacation is a bit out of the ordinary. Since the City Council does not vacate a public way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating a public way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the May 16, 2018 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

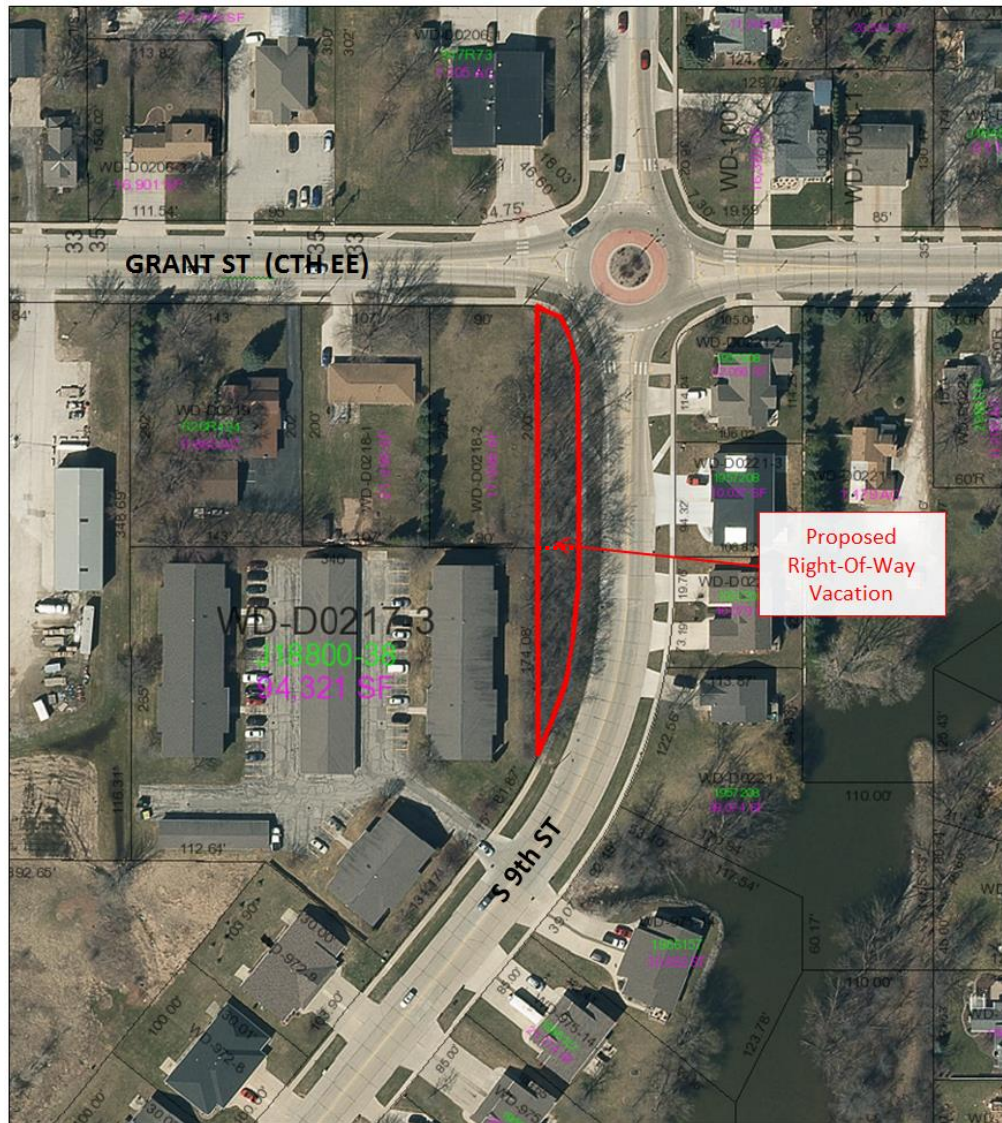
If you have any questions regarding this process, please let me know.

JSL

J:\Law\Memos\2018\Mayor-CC 500 BLK 9th Street Vacation5-10-18.docx

- ITEM 10: Review and recommendation for a Proposed Right-Of-Way Vacation at the 500 BLK S. 9th Street in De Pere (Adjacent to Parcels WD-D0217-3 & WD-D0218-2). Submitted by City of De Pere.*

PROPOSED RIGHT-OF-WAY VACATION



REQUESTED ACTION: Public Right-Of-Way vacation approval.

Right-Of-Way vacation for lands located on the west side of a sidewalk. The area is presently vegetated with trees.

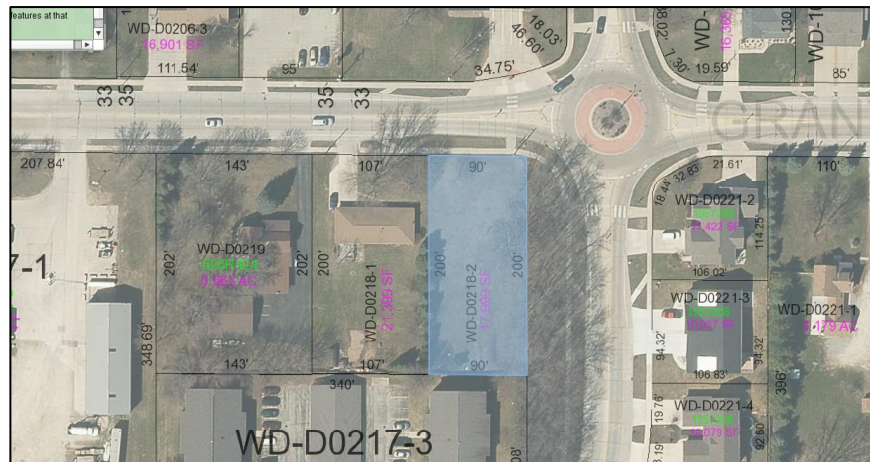
COMMON DESCRIPTION: The 500 BLK S. 9th Street, located southwest from the 9th Street and Grant Street (CTH EE) intersection.

PARCEL NUMBER(S): Adjacent to Parcels WD-D0217-3 & WD-D0218-2

EXISTING ZONING:	None as the area is existing Right-Of-Way.	
PROPOSED ZONING:	If the vacation is approved by Common Council, the area adjacent to Parcel WD-D0217-3 would take on the adjacent zoning of R-3 (Multiple Family Residence District) with a Planned Development District overlay, and the area adjacent to Parcel WD-D0218-2 would take on the adjacent zoning of R-2 (Single and Two-Family Residence District).	
SURROUNDING LAND USES:	Fire station, single family & two family residential to the north and east. Single family, two family, & multi-family residential to the south & west.	
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family)	
APPLICANT/OWNER NAME:	City of De Pere is applicant and owner of Right-Of-Way.	Owner of adjacent properties: Parcel WD-D0217-3 V H C INC ATTN: 3090 Holmgren Way Green Bay, WI 54304-5736 Parcel WD-D0218-2 Raymond J. Hoffman 1140 Aldrin Street De Pere, WI 54115-1258
SITE HISTORY:	After a review of air photographs, the subject area was originally agricultural or wooded going back to 1938. In the 1990's the paved extension of S. 9th Street was built to the south of Grant Street (CTH EE). In the early 2000's the roundabout was built at the S. 9th Street and Grant Street (CTH EE) intersection. The subject area has been identified on a number of historical recorded documents. The most recent document referencing the land as dedicated to the public for street purposes is Certified Survey Map Volume 28 Page 271, recorded on February 22, 1993. If the right-of-way was vacated, the property would be split into two pieces (north part and south part) and each piece would be attached to the two adjacent properties to the west. Because the subject right-of-way is entirely on the west side of the street, any vacated area does not attach to the property to the east. In the past year, Ray Hoffman has approached the City with interest to build one or two duplex units on Parcel WD-D0218-2, similar to the two duplex units located to the east, across 9th Avenue. The parcel is zoned R-2, which permits two-family dwelling units. However, the current size and dimension of the parcel makes it difficult to construct two duplex	

buildings that meet zoning code setbacks. With the addition of vacated right of way, the parcel could be developed as requested. 9th Street, south of Grant Street, includes a number of duplex units. Grant Street includes two single family homes located in between Parcel WD-D0218-2 and Country Visions Cooperative. If the right of way vacation is approved, no additional public review processes are needed as long as the proposed duplexes meet zoning code requirements.

The City Comprehensive Plan supports residential development, including multifamily, in this area. There are also two existing single-family homes located just west of the proposed development parcel. Generally, this block has been trending towards a transition into commercial and/or multifamily development. If the corner parcel develops as 2 duplex units that front onto 9th Street, the two remaining homes would be the only single-family residences on the block.



STAFF REVIEW:

When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation/discontinuance is necessary, and if so, recommending to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- The right-of-way area was never developed into a street or walkway since the right-of-way was established in 1993.
- With the design of the existing roundabout at the intersection, the area does not appear to be necessary as a future right-of-way.
- The adjacent property owner, to the north, desires the right-of-way for future residential development of their vacant property. Specifically, the property owner wishes to construct two duplexes that would generally mirror the size and layout of the two duplexes to the east, across 9th Avenue.

- The function of the existing street and pedestrian system already allows for vehicle and pedestrian access along 9th Street and Grant Street.
- If the right-of-way is vacated, the utility easement must remain because there are existing underground storm water utilities within the easement.

All property owners within 300 feet of the subject area have been notified of the right-of-way vacation petition. As of April 13, 2018 no objecting comments have been received. Comments received after that date will be provided to the Plan Commission at the meeting.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on May 16, 2018 and then with a public hearing and resolution potentially on July 17, 2018 where property owners within 300 feet will again be notified. Because the right-of-way vacation will likely lead to additional development in the area, and that development will not require any additional review by Plan Commission, staff recommends that notification letters also include information about the proposal to construct two duplexes on the property.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval with the following conditions:

1. All existing easements remain in place.
2. Staff send notification letters for the right of way vacation public hearing that also includes information on the proposal to construct two duplex units on Parcel WD-D0218-2.

GENERAL LEGAL DESCRIPTION & EXHIBIT*

**NOTE: A detailed legal description and exhibit map will be forwarded to the Common Council, should the Plan Commission recommend approval of this right-of-way vacation.*

	CITY OF DE PERE APPLICATION FOR ROW VACATION	Fee: \$ 305.00 Receipt #: N/A Date: 27 Mar 2018
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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) City of De Pere	Authorized Representative Peter Schleinz	Title Senior Planner/Zoning Administrator	
Mailing Address 335 S. Broadway Street	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@mail.de-pere.org	Phone Number (incl. area code) 920.339.4043 x 2	Fax Number (incl. area code) 920.339.9491	

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: Right of Way Requested to be Vacated

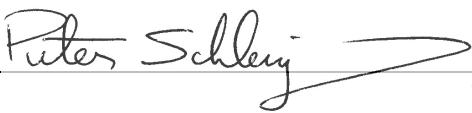
Name of ROW: Legal Description to be Vacated: (Please attach map)	Part of 500 Block S. 9th Street. Located on the west side of the sidewalk at the southwest corner of S. 9th Street and Grant Street. ROW that is adjacent to Parcels WD-D0217-3 & WD-D0218-2.
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SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	Vacating ROW was suggested by one of the two adjacent property owners.
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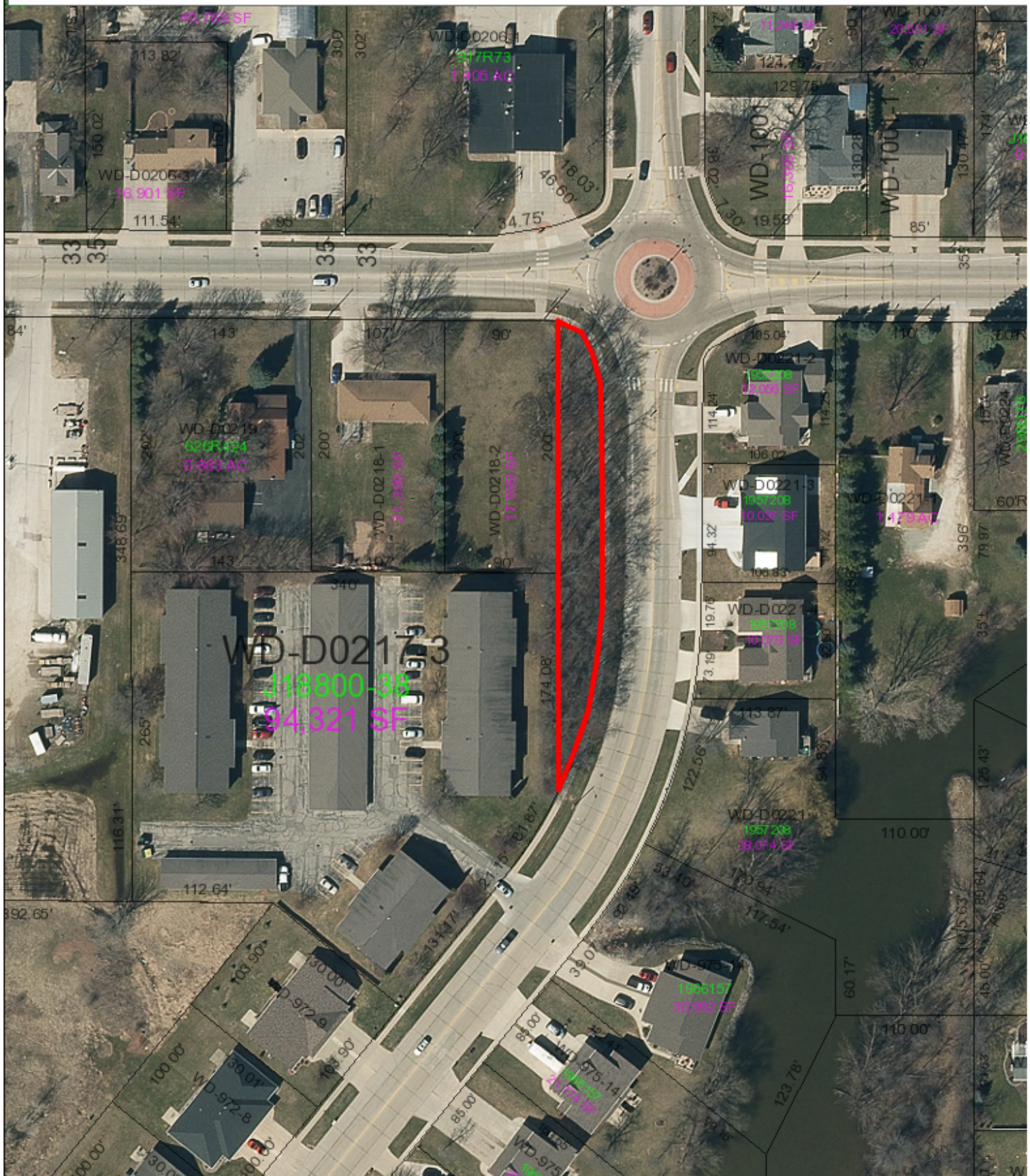
SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative for this Application. I certify that the information contained in this form and attachments is true and accurate.

Name of Owner/Authorized Representative (please print) Peter Schleinz	Title Senior Planner/Zoning Administrator	Phone Number 920.339.4043 x 2
Signature of Applicant 		Date Signed 27 Mar 2018

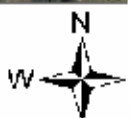
Attachment: Application Form (6893 : Resolution #18-49 Regarding the Vacation of a Portion of a Public Thoroughfare (500 BLK S. 9th St.))

Proposed Street Vacation: Part of 500 Block 9th Street



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



03/28/2018

Packet Pg. 135

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.

ATTACHMENTS:

- Renewal List (PDF)

MAY 16, 2018 LICENSE COMMITTEE MEETING

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.

CLASS "A" BEER

- 1) De Pere Superstore, LLC (DBA De Pere Superstore), 1501 Main Av. Submitted by De Pere Superstore, LLC, Agent: Matt Olson, Green Bay, WI.
- 2) Dolgencorp, LLC (DBA Dollar General Store #10542), 805 Main Av. Submitted by Dolgencorp, LLC, Agent: Anthony Hawks, Appleton, WI.
- 3) Walgreen Co. (DBA Walgreens #10235), 901 Main Av. Submitted by Walgreen Co., Agent: Debra Finendale, New Franken, WI.
- 4) Wal-Mart Stores East, LP (DBA Walmart #5090 – Supercenter), 1415 Lawrence Dr. Submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderer Jr., De Pere, WI.
- 5) Wisconsin CVS Pharmacy, LLC (DBA CVS Pharmacy #2214), 800 Main Av. Submitted by Wisconsin CVS Pharmacy, LLC, Agent: Kendra Charlier, De Pere, WI.

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) The Day Spa Ltd (DBA The Day Spa), 600 N. 10th St. Submitted by The Day Spa Ltd, Agent: Kathleen Schmaltz, Green Bay, WI.
- 2) Scheuring Road Mobil Mart, LLP (DBA Scheuring Road Mobil Mart), 1620 Lawrence Dr. Submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, De Pere, WI.
- 3) Skogen's Foodliner, Inc (DBA Festival Foods), 1001 Main Av. Submitted by Skogen's Foodliner, Inc, Agent: Jon Wieser, De Pere, WI.
- 4) Walgreen Co. (DBA Walgreens #15637), 150 S. Wisconsin St. Submitted by Walgreen Co., Agent: Toni Minor, Green Bay, WI.

- 5) Wal-Mart Stores East, LP (DBA Walmart #5090 – Liquor Store), 1415 Lawrence Dr.
Submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderen Jr., De Pere, WI.

CLASS “B” BEER

- 1) Gyro Kabobs III LLC (DBA Gyro Kabobs), 337 Main Av. Submitted by Gyro Kabobs III LLC, Agent: Mohammad Mirhashemi, Greenville, WI.
- 2) Radue Cinemas Inc (DBA De Pere Cinema), 417 George St. Submitted by Radue Cinemas Inc, Agent: Vicki Radue, Green Bay, WI.

CLASS “B” BEER & “CLASS C” WINE

- 1) Luna Coffee LLC (DBA Luna Café and Roastery), 330 Main Av. Submitted by Luna Coffee LLC, Agent: Mark Patel, De Pere, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

- 1) Baba Louies LLC (DBA Baba Louies), 419 Main Av. Submitted by Baba Louies LLC, Agent: James Joeseph Kropp, Green Bay, WI.
- 2) Baffidilucio, LLC, 109 N. Broadway. Submitted by Baffidilucio, LLC, Agent: Andrew Krans, De Pere, WI.
- 3) Cornell, Gregory John (DBA C & C Pub & Grill), 600 George St. Submitted by Cornell, Gregory John, De Pere, WI.
- 4) GSO LLC (DBA Julie’s Café/Brickhouse), 500 Grant St. Submitted by GSO LLC, Agent: Troy M. Metzler, De Pere, WI.
- 5) George St Bar LLC (DBA McGeorge’s Pub), 415 George St. Submitted by George St Bar LLC, Agent: Leslie Conard, De Pere, WI.
- 6) Keep ‘Em Rollin LLC (DBA Island Sushi De Pere), 101 Fort Howard Av. Submitted by Keep ‘Em Rollin LLC, Agent: Christopher McKeefry, De Pere, WI.

- 7) The Landing Bar & Grill, LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av, Suite C. Submitted by The Landing Bar & Grill, LLC, Agent: Elizabeth A. Vandeyacht, Suamico, WI.
- 8) Nicky's Inc (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Submitted by Nicky's Inc, Agent: Thomas M. Nick, Green Bay, WI.
- 9) Nostracremona, LLC, 113 N. Broadway. Submitted by Nostracremona, LLC, Agent: Andrew Krans, De Pere, WI.
- 10) SALT LLC (DBA Stella's), 401 Main Av. Submitted by SALT LLC, Agent: William J. Schleis, Green Bay, WI.
- 11) St. Norbert College, Inc. (DBA St. Norbert College), 100 Grant St. Submitted by St. Norbert College, Inc., Agent: Terrie DuBois, Green Bay, WI.
- 12) DKG Entertainment, LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, De Pere, WI.
- 13) Union Hotel Corporation (DBA Union Hotel), 200 N. Broadway. Submitted by Union Hotel Corporation, Agent: McKim T. Boyd, De Pere, WI.
- 14) Vander Bloomen, Bryan Michael (DBA Replay Sports Bar and Grill), 1731 Fort Howard Av. Submitted by Vander Bloomen, Bryan Michael, De Pere, WI.

CLASS "B" BEER & RESERVE "CLASS B" LIQUOR

- 1) La Vie Boheme LLC (DBA La Vie Boheme), 421 George St Suite 101. Submitted by La Vie Boheme LLC, Agent: Doreen Martin, De Pere, WI.
- 2) Shannons Haystack LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannons Haystack LLC, Agent: Kevin Charles, De Pere, WI.
- 3) 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: May 16, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Appointments and re-appointments to Boards and Commissions by Mayor Walsh.

ATTACHMENTS:

- Appointment Memo-May 16, 2018 (PDF)

Memo**City of De Pere**

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointments and Re-Appointments
 Date: May 10, 2018

I am submitting the following names for appointment/re-appointment at the May 16, 2018 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointment**

BID Board	Mary Boyd/Appointment
BID Board	Angela Patel/Appointment
Redevelopment Authority	Lisa VandenAvond/Appointment
Plan Commission	Grant Schilling/Appointment
Board of Review	Todd Bartels/Re-appointment
Weed Commissioner	John Baumann/Re-appointment
Historic Preservation	Gene Hackbarth/Re-appointment
Commission on Aging	Kathy Kane/Re-appointment

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-16-18 VOUCHERS (PDF)

5/08/2018 4:01 PM

A / P CHECK REGISTER

PAGE: 1

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PACKET: 05862 MAY 2018 COUNCIL - 2 5-16-18

VENDOR SET: 01

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7747	911 HOTJOBS.COM I-0175	911 HOTJOBS.COM	R	5/16/2018		100.00CR	085289	100.00
7583	ADVANCE AUTO PARTS I-6339-254782 I-6339-254785 I-6339-255175	ADVANCE AUTO PARTS ADVANCE AUTO PARTS ADVANCE AUTO PARTS	R	5/16/2018 5/16/2018 5/16/2018		43.31CR 30.59CR 7.55CR	085290 085290 085290	 81.45
0302	AIRGAS USA LLC I-9075374177 I-9952001326	AIRGAS USA LLC AIRGAS USA LLC	R	5/16/2018 5/16/2018		302.69CR 388.41CR	085291 085291	 691.10
0652	AL'S UPHOLSTERING CO I-21484	AL'S UPHOLSTERING CO	R	5/16/2018		80.20CR	085292	80.20
1	ALBERS, TAYLOR E I-201805078227	WRK PRMT	R	5/16/2018		10.00CR	085293	10.00
0007	AMBROSIUS SALES & SERVICE I-765	AMBROSIUS SALES & SERVICE	R	5/16/2018		14.10CR	085294	14.10
1530	RICHARD J. ANNEN I-201805078228	RICHARD J. ANNEN	R	5/16/2018		136.46CR	085295	136.46
7507	DEBORAH ARMBRUSTER I-201805078229 I-201805088262	DEBORAH ARMBRUSTER DEBORAH ARMBRUSTER	R	5/16/2018 5/16/2018		73.99CR 434.63CR	085296 085296	 508.62
0011	AT&T WISCONSIN I-201805088265	AT&T WISCONSIN	R	5/16/2018		1,906.83CR	085297	1,906.83
5604	AURORA BAYCARE MED CTR LLC I-KY123 I-KY128	AURORA BAYCARE MED CTR LLC AURORA BAYCARE MED CTR LLC	R	5/16/2018 5/16/2018		22.39CR 428.05CR	085298 085298	 450.44
6803	AUTOMATIC MOTORS INC. I-57190	AUTOMATIC MOTORS INC.	R	5/16/2018		2,524.00CR	085299	2,524.00
0020	BADGERLAND PRINTING INC I-31312 I-31315 I-31355	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R	5/16/2018 5/16/2018 5/16/2018		677.50CR 23.20CR 311.45CR	085300 085300 085300	 1,012.15

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

PACKET: 05862 MAY 2018 COUNCIL - 2 5-16-18

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0027	BAY TOWEL INC I-2598454 I-2601023 I-2602847 I-2610008	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R	5/16/2018 5/16/2018 5/16/2018 5/16/2018		98.94CR 163.22CR 98.94CR 87.59CR	085302 085302 085302 085302	448.69
2970	BELLINHEALTH INC I-MB1288	BELLINHEALTH INC	R	5/16/2018		111.86CR	085303	111.86
1532	BOBCAT PLUS INC I-IB98878	BOBCAT PLUS INC	R	5/16/2018		443.93CR	085304	443.93
6849	BONGERS, ERIN I-201805078231	BONGERS, ERIN	R	5/16/2018		280.40CR	085305	280.40
5205	BREVIS CORP I-180052	BREVIS CORP	R	5/16/2018		63.80CR	085306	63.80
6751	BRIDGEPORT MFG. INC. I-10362-00	BRIDGEPORT MFG. INC.	R	5/16/2018		163.53CR	085307	163.53
0038	BROADWAY AUTOMOTIVE INC I-413526P I-895265P I-895484P I-900821	BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC BROADWAY AUTOMOTIVE INC	R R R R	5/16/2018 5/16/2018 5/16/2018 5/16/2018		424.93CR 154.58CR 6.50CR 761.18CR	085308 085308 085308 085308	1,347.19
0039	BROOKS TRACTOR INC I-D62770	BROOKS TRACTOR INC	R	5/16/2018		66.14CR	085309	66.14
2944	BROWN COUNTY JAIL I-201805078232	BROWN COUNTY JAIL	R	5/16/2018		160.00CR	085310	160.00
2984	BROWN COUNTY TREASURER I-10002 2018-1	BROWN COUNTY TREASURER	R	5/16/2018		465.00CR	085311	465.00
7745	KELLY BURKE I-201805078233	KELLY BURKE	R	5/16/2018		8.03CR	085312	8.03

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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PACKET: 05862 MAY 2018 COUNCIL - 2 5-16-18

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	I-MKR3231	CDW GOVERNMENT INC	R	5/16/2018		387.48CR	085313	
	I-MLN7216	CDW GOVERNMENT INC	R	5/16/2018		22.82CR	085313	
	I-MMQ6255	CDW GOVERNMENT INC	R	5/16/2018		1,000.00CR	085313	1,427.90
7639	CORE & MAIN LP							
	I-I762747	CORE & MAIN LP	R	5/16/2018		32.00CR	085314	
	I-I783149	CORE & MAIN LP	R	5/16/2018		240.00CR	085314	
	I-I789127	CORE & MAIN LP	R	5/16/2018		1,870.00CR	085314	
	I-I796717	CORE & MAIN LP	R	5/16/2018		24.43CR	085314	2,166.43
0217	COUNTRY VISIONS COOPERATIVE							
	I-201805088234	COUNTRY VISIONS COOPERATIVE	R	5/16/2018		43.99CR	085315	
	I-201805088235	COUNTRY VISIONS COOPERATIVE	R	5/16/2018		45.41CR	085315	89.40
1	DANTZMAN, RAYNE							
	I-201805088236	WRK PERMIT	R	5/16/2018		10.00CR	085316	10.00
6946	DEAN ENTERPRISES LLC							
	I-D-67845	DEAN ENTERPRISES LLC	R	5/16/2018		105.75CR	085317	
	I-D-68671	DEAN ENTERPRISES LLC	R	5/16/2018		105.75CR	085317	211.50
1	DILTZ, CARSON & ALLISON							
	I-201805088237	MAILBX	R	5/16/2018		75.00CR	085318	75.00
5260	EARTHLINK BUSINESS							
	I-201805088266	EARTHLINK BUSINESS	R	5/16/2018		24.33CR	085319	24.33
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1984156	EMERGENCY MEDICAL PRODUCTS INC	R	5/16/2018		2,032.96CR	085320	2,032.96
0086	ERC INC							
	I-ERC-0418-5312	ERC INC	R	5/16/2018		429.00CR	085321	429.00
2627	FESTIVAL FOODS INC							
	I-10433-49	FESTIVAL FOODS INC	R	5/16/2018		0.48CR	085322	
	I-138901-48	FESTIVAL FOODS INC	R	5/16/2018		3.18CR	085322	
	I-298630-46	FESTIVAL FOODS INC	R	5/16/2018		79.45CR	085322	83.11
7289	KIMBERLY FLOM							
	I-201805088238	KIMBERLY FLOM	R	5/16/2018		280.12CR	085323	280.12

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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PACKET: 05862 MAY 2018 COUNCIL - 2 5-16-18

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6943	FOX VALLEY TECHNICAL COLLEGE							
	I-201805088239	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2018		175.00CR	085325	
	I-201805088240	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2018		175.00CR	085325	350.00
4176	FRANK'S RADIO SERVICE INC							
	C-201803	FRANK'S RADIO SERVICE INC	R	5/16/2018		200.00	085326	
	I-110285	FRANK'S RADIO SERVICE INC	R	5/16/2018		1,375.00CR	085326	1,175.00
3655	FUN EXPRESS LLC							
	I-689564917-01	FUN EXPRESS LLC	R	5/16/2018		300.98CR	085327	300.98
0562	GALLS LLC							
	I-9683522	GALLS LLC	R	5/16/2018		155.00CR	085328	155.00
2544	GLOBAL RECOGNITION INC							
	I-175574	GLOBAL RECOGNITION INC	R	5/16/2018		499.90CR	085329	
	I-175575	GLOBAL RECOGNITION INC	R	5/16/2018		54.45CR	085329	554.35
0116	GRAINGER INC							
	I-9759357685	GRAINGER INC	R	5/16/2018		13.79CR	085330	
	I-9762377233	GRAINGER INC	R	5/16/2018		18.54CR	085330	
	I-9764574399	GRAINGER INC	R	5/16/2018		39.88CR	085330	72.21
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9303445786	GRAYBAR ELECTRIC COMPANY INC	R	5/16/2018		14.92CR	085331	
	I-9303636683	GRAYBAR ELECTRIC COMPANY INC	R	5/16/2018		89.24CR	085331	104.16
0124	GREEN BAY CITY TREASURER							
	I-113447	GREEN BAY CITY TREASURER	R	5/16/2018		34,714.75CR	085332	34,714.75
6023	HACKBARTH, GENE							
	I-201805088241	HACKBARTH, GENE	R	5/16/2018		449.61CR	085333	449.61
4902	HALRON LUBRICANTS INC							
	C-99154-00	HALRON LUBRICANTS INC	R	5/16/2018		20.00	085334	
	I-991629-00	HALRON LUBRICANTS INC	R	5/16/2018		852.34CR	085334	832.34
7528	AARON HANSON							
	I-201805088242	AARON HANSON	R	5/16/2018		31.60CR	085335	31.60

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1237	HASTINGS AIR ENERGY CONTROL							
	I-I71435	HASTINGS AIR ENERGY CONTROL	R	5/16/2018		125.89CR	085336	125.89
1399	INDOFF INC							
	I-3093850	INDOFF INC	R	5/16/2018		49.39CR	085337	
	I-3095667	INDOFF INC	R	5/16/2018		159.75CR	085337	
	I-3098037	INDOFF INC	R	5/16/2018		34.69CR	085337	243.83
2602	JOSSART BROTHERS INC							
	I-696	JOSSART BROTHERS INC	R	5/16/2018		2,805.00CR	085338	2,805.00
1276	JX ENTERPRISES INC							
	I-1433965P	JX ENTERPRISES INC	R	5/16/2018		172.54CR	085339	
	I-1434300P	JX ENTERPRISES INC	R	5/16/2018		138.00CR	085339	
	I-1435005P	JX ENTERPRISES INC	R	5/16/2018		588.96CR	085339	
	I-1435576P	JX ENTERPRISES INC	R	5/16/2018		240.09CR	085339	
	I-1435577P	JX ENTERPRISES INC	R	5/16/2018		3.93CR	085339	
	I-1435795P	JX ENTERPRISES INC	R	5/16/2018		12.55CR	085339	
	I-14634868P	JX ENTERPRISES INC	R	5/16/2018		7.41CR	085339	1,163.48
7746	KEIZERLAND CREATIVE							
	I-EFM 18-01	KEIZERLAND CREATIVE	R	5/16/2018		1,800.00CR	085340	1,800.00
3140	KUNDINGER FLUID POWER INC							
	I-50483584	KUNDINGER FLUID POWER INC	R	5/16/2018		47.68CR	085341	
	I-50484318	KUNDINGER FLUID POWER INC	R	5/16/2018		162.99CR	085341	210.67
7737	GRACE LAHTELA							
	I-201805088243	GRACE LAHTELA	R	5/16/2018		27.95CR	085342	27.95
6940	JESSE LAWRENZ							
	I-201805088244	JESSE LAWRENZ	R	5/16/2018		250.00CR	085343	250.00
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201805088245	LEAGUE OF WI MUNICIPALITIES	R	5/16/2018		89.00CR	085344	89.00
6587	SHANA LEDVINA							
	I-201805088246	SHANA LEDVINA	R	5/16/2018		6.70CR	085345	6.70
2044	LIGHTHOUSE TITLE - GREEN BAY TITLE							
	I-201805088247	LIGHTHOUSE TITLE - GREEN BAY T	R	5/16/2018		50.00CR	085346	50.00

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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VENDOR SET: 01

***** CHECK LISTING *****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7444	SARA LORNSON							
	I-201805088248	SARA LORNSON	R	5/16/2018		277.67CR	085347	
	I-201805088249	SARA LORNSON	R	5/16/2018		104.48CR	085347	
	I-201805088250	SARA LORNSON	R	5/16/2018		249.58CR	085347	631.73
6198	MAILFINANCE							
	I-H7110408	MAILFINANCE	R	5/16/2018		330.00CR	085348	330.00
3216	ALAN MATZKE							
	I-201805088251	ALAN MATZKE	R	5/16/2018		193.09CR	085349	193.09
0173	MENARDS INC							
	I-25934	MENARDS INC	R	5/16/2018		53.66CR	085350	
	I-25963	MENARDS INC	R	5/16/2018		19.48CR	085350	
	I-26143	MENARDS INC	R	5/16/2018		22.98CR	085350	
	I-26252	MENARDS INC	R	5/16/2018		64.29CR	085350	
	I-26459	MENARDS INC	R	5/16/2018		22.84CR	085350	
	I-26479	MENARDS INC	R	5/16/2018		8.86CR	085350	
	I-26523	MENARDS INC	R	5/16/2018		9.44CR	085350	
	I-26580	MENARDS INC	R	5/16/2018		359.10CR	085350	
	I-26633	MENARDS INC	R	5/16/2018		16.95CR	085350	
	I-26707	MENARDS INC	R	5/16/2018		116.79CR	085350	
	I-26710	MENARDS INC	R	5/16/2018		51.80CR	085350	
	I-26821	MENARDS INC	R	5/16/2018		47.96CR	085350	
	I-26873	MENARDS INC	R	5/16/2018		47.49CR	085350	
	I-26874	MENARDS INC	R	5/16/2018		76.02CR	085350	
	I-26934	MENARDS INC	R	5/16/2018		5.10CR	085350	922.76
VOID	VOID CHECK		V	5/16/2018			085351	**VOID**
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-217774	MILLER & ASSOC SAUK PRAIRIE IN	R	5/16/2018		580.00CR	085352	580.00
1475	MUNICODE							
	I-307287	MUNICODE	R	5/16/2018		2,033.26CR	085353	2,033.26
0076	NASSCO INC							
	I-S2322050.001	NASSCO INC	R	5/16/2018		183.54CR	085354	183.54
7129	NELSON TACTICAL							
	I-201805088252	NELSON TACTICAL	R	5/16/2018		2,632.00CR	085355	
	I-3436	NELSON TACTICAL	R	5/16/2018		32.90CR	085355	
	I-3507	NELSON TACTICAL	R	5/16/2018		52.79CR	085355	
	I-3527	NELSON TACTICAL	R	5/16/2018		204.30CR	085355	2,921.99

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3191	NIELSON COMMUNICATIONS INC							
	I-AT11779	NIELSON COMMUNICATIONS INC	R	5/16/2018		49.90CR	085356	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-329944	NORTHEAST AUTO PARTS INC	R	5/16/2018		11.94CR	085357	
	I-329986	NORTHEAST AUTO PARTS INC	R	5/16/2018		5.49CR	085357	
	I-329994	NORTHEAST AUTO PARTS INC	R	5/16/2018		51.28CR	085357	
	I-330001	NORTHEAST AUTO PARTS INC	R	5/16/2018		13.16CR	085357	
	I-330008	NORTHEAST AUTO PARTS INC	R	5/16/2018		39.17CR	085357	
	I-330015	NORTHEAST AUTO PARTS INC	R	5/16/2018		227.04CR	085357	
	I-330018	NORTHEAST AUTO PARTS INC	R	5/16/2018		1.79CR	085357	
	I-330029	NORTHEAST AUTO PARTS INC	R	5/16/2018		50.55CR	085357	
	I-330098	NORTHEAST AUTO PARTS INC	R	5/16/2018		33.99CR	085357	
	I-330208	NORTHEAST AUTO PARTS INC	R	5/16/2018		67.49CR	085357	
	I-330236	NORTHEAST AUTO PARTS INC	R	5/16/2018		35.27CR	085357	
	I-330269	NORTHEAST AUTO PARTS INC	R	5/16/2018		11.90CR	085357	
	I-330289	NORTHEAST AUTO PARTS INC	R	5/16/2018		71.63CR	085357	
	I-330315	NORTHEAST AUTO PARTS INC	R	5/16/2018		11.99CR	085357	632.69
VOID	VOID CHECK		V	5/16/2018			085358	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS32194	NORTHEAST WI TECH COLLEGE	R	5/16/2018		50.00CR	085359	50.00
4850	NORTHEAST WISCONSIN TECHNICAL COLLEGE							
	I-182769-1	NORTHEAST WISCONSIN TECHNICAL	R	5/16/2018		130.00CR	085360	130.00
3250	NORTHERN LAKE SERVICE							
	I-332692	NORTHERN LAKE SERVICE	R	5/16/2018		88.00CR	085361	88.00
0187	NSIGHT TELS SERVICES							
	I-201805088263	NSIGHT TELS SERVICES	R	5/16/2018		65.04CR	085362	65.04
0197	PACKER CITY INTERNATIONAL INC							
	I-R101023677:01	PACKER CITY INTERNATIONAL INC	R	5/16/2018		3,192.77CR	085363	
	I-X101085443:01	PACKER CITY INTERNATIONAL INC	R	5/16/2018		18.59CR	085363	3,211.36
1331	PACKER FASTENER & SUPPLY INC							
	I-380820	PACKER FASTENER & SUPPLY INC	R	5/16/2018		77.05CR	085364	
	I-381243	PACKER FASTENER & SUPPLY INC	R	5/16/2018		20.87CR	085364	97.92
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-141305	PETROLEUM EQUIP SERVICE OF WI	R	5/16/2018		1,075.00CR	085365	1,075.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7671	PLAYPOWER LT FARMINGTON INC							
	I-1400215256 RETNG	PLAYPOWER LT FARMINGTON INC	R	5/16/2018		8,277.76CR	085366	8,277.76
0208	POMP'S TIRE SERVICE INC							
	I-90047329	POMP'S TIRE SERVICE INC	R	5/16/2018		63.00CR	085367	63.00
1246	PREVEA HEALTH							
	I-115534	PREVEA HEALTH	R	5/16/2018		38.85CR	085368	38.85
6741	PRIME MEDIA ACQUISITION CORP							
	I-201322-IN	PRIME MEDIA ACQUISITION CORP	R	5/16/2018		314.08CR	085369	314.08
0395	PRO ONE JANITORIAL INC							
	I-132858	PRO ONE JANITORIAL INC	R	5/16/2018		1,125.00CR	085370	1,125.00
0218	PROMOTIONAL DESIGNS INC							
	I-15707-1	PROMOTIONAL DESIGNS INC	R	5/16/2018		52.00CR	085371	
	I-18147-1	PROMOTIONAL DESIGNS INC	R	5/16/2018		52.00CR	085371	104.00
0220	QUILL CORP							
	I-6747595	QUILL CORP	R	5/16/2018		123.96CR	085372	123.96
7584	R LEWIS TECHNOLOGIES INC							
	I-8208	R LEWIS TECHNOLOGIES INC	R	5/16/2018		32.00CR	085373	32.00
5973	RAE-COR DISTRIBUTING INC							
	I-7001	RAE-COR DISTRIBUTING INC	R	5/16/2018		326.51CR	085374	
	I-7001A	RAE-COR DISTRIBUTING INC	R	5/16/2018		56.65CR	085374	383.16
6278	RAKERS, ERIC							
	I-201805088253	RAKERS, ERIC	R	5/16/2018		9.00CR	085375	9.00
6948	RAY'S TIRE							
	I-3-49332	RAY'S TIRE	R	5/16/2018		1,021.85CR	085376	
	I-3-49456	RAY'S TIRE	R	5/16/2018		1,141.35CR	085376	2,163.20
0227	REINDERS INC							
	I-1728842-00	REINDERS INC	R	5/16/2018		110.73CR	085377	110.73
7738	RIDGEWAY TRAILER CO INC							
	I-15765	RIDGEWAY TRAILER CO INC	R	5/16/2018		248.68CR	085378	248.68

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6380	ROCK OIL REFINING INC I-268944	ROCK OIL REFINING INC	R	5/16/2018		100.00CR	085379	100.00
0681	ROGAN'S SHOES I-240387	ROGAN'S SHOES	R	5/16/2018		93.49CR	085380	93.49
0501	SAINT MARY'S HOSPITAL I-21760	SAINT MARY'S HOSPITAL	R	5/16/2018		38.51CR	085381	38.51
0235	SAINT VINCENT HOSPITAL I-47640	SAINT VINCENT HOSPITAL	R	5/16/2018		19.52CR	085382	19.52
4864	SAM'S CLUB I-2802 I-2803 I-4609 I-6564 I-8326	SAM'S CLUB SAM'S CLUB SAM'S CLUB SAM'S CLUB SAM'S CLUB	R R R R R	5/16/2018 5/16/2018 5/16/2018 5/16/2018 5/16/2018		54.64CR 11.84CR 105.52CR 147.89CR 116.89CR	085383 085383 085383 085383 085383	 436.78
3234	SHERWIN WILLIAMS I-7754-7	SHERWIN WILLIAMS	R	5/16/2018		90.34CR	085384	90.34
0999	STAPLES ADVANTAGE I-3374349030 I-3374774421 I-3374845056	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	R R R R	5/16/2018 5/16/2018 5/16/2018 5/16/2018		102.05CR 334.46CR 12.59CR	085385 085385 085385	 449.10
0257	STREICHER'S INC I-11310775	STREICHER'S INC	R	5/16/2018		12.99CR	085386	12.99
7049	SUNBELT RENTALS INC. I-77773811-0001	SUNBELT RENTALS INC.	R	5/16/2018		141.60CR	085387	141.60
0267	TRAFFIC & PARKING CONTROL INC I-1597941	TRAFFIC & PARKING CONTROL INC	R	5/16/2018		1,365.00CR	085388	1,365.00
0268	TRUCK EQUIPMENT INC I-791515-00 I-793081-00 I-793093-00 I-794296-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R R	5/16/2018 5/16/2018 5/16/2018 5/16/2018		176.15CR 19.80CR 450.00CR 135.90CR	085389 085389 085389 085389	 781.85

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-276124	UNIFORM SHOPPE INC	R	5/16/2018		66.45CR	085390	
	I-276125	UNIFORM SHOPPE INC	R	5/16/2018		61.45CR	085390	
	I-276230	UNIFORM SHOPPE INC	R	5/16/2018		63.95CR	085390	
	I-276407	UNIFORM SHOPPE INC	R	5/16/2018		188.90CR	085390	
	I-276528	UNIFORM SHOPPE INC	R	5/16/2018		124.40CR	085390	
	I-276537	UNIFORM SHOPPE INC	R	5/16/2018		37.45CR	085390	542.60
0857	USA BLUEBOOK							
	I-551465	USA BLUEBOOK	R	5/16/2018		502.73CR	085391	502.73
1229	UTILITY SALES AND SERVICE INC							
	I-65012-IN	UTILITY SALES AND SERVICE INC	R	5/16/2018		453.85CR	085392	453.85
1	VANDERLOOP, KYLE							
	I-201805088255	MAILBOX	R	5/16/2018		69.97CR	085393	69.97
1355	RONALD J VANPRICE							
	I-201805088254	RONALD J VANPRICE	R	5/16/2018		136.50CR	085394	136.50
3707	VIKING ELECTRIC SUPPLY							
	I-S001426037.001	VIKING ELECTRIC SUPPLY	R	5/16/2018		10.45CR	085395	
	I-S001456412.001	VIKING ELECTRIC SUPPLY	R	5/16/2018		364.48CR	085395	374.93
7655	JOANNE VOMASTIC MUKA							
	I-201805088256	JOANNE VOMASTIC MUKA	R	5/16/2018		190.24CR	085396	190.24
0238	WAUSAU EQUIPMENT CO INC							
	I-6152956	WAUSAU EQUIPMENT CO INC	R	5/16/2018		1,012.33CR	085397	1,012.33
3709	WEST DE PERE HIGH SCHOOL							
	I-201805088257	WEST DE PERE HIGH SCHOOL	R	5/16/2018		208.00CR	085398	
	I-201805088258	WEST DE PERE HIGH SCHOOL	R	5/16/2018		191.24CR	085398	399.24
1429	WHELEN ENGINEERING CO INC							
	I-R79276	WHELEN ENGINEERING CO INC	R	5/16/2018		12.57CR	085399	12.57
2645	WI DEPT OF JUSTICE							
	I-201805088259	WI DEPT OF JUSTICE	R	5/16/2018		168.00CR	085400	168.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000004746	WI DEPT OF JUSTICE	R	5/16/2018		300.00CR	085401	
	I-455TIME-0000004826	WI DEPT OF JUSTICE	R	5/16/2018		768.00CR	085401	1,068.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6469	WI DOCUMENT IMAGING							
	I-30359	WI DOCUMENT IMAGING	R	5/16/2018		250.36CR	085402	
	I-30943	WI DOCUMENT IMAGING	R	5/16/2018		1,189.64CR	085402	1,440.00
7748	WI DSPS-INDUSTRY SERV INV							
	I-466494	WI DSPS-INDUSTRY SERV INV	R	5/16/2018		50.00CR	085403	50.00
7350	WI MEDIA							
	I-1510771	WI MEDIA	R	5/16/2018		20.48CR	085404	
	I-1621800	WI MEDIA	R	5/16/2018		981.84CR	085404	1,002.32
0298	WI PUBLIC SERVICE							
	I-201805088267	WI PUBLIC SERVICE	R	5/16/2018		7,344.59CR	085405	7,344.59
6887	WILLIAMS AUTO BODY SHOP INC.							
	I-14380	WILLIAMS AUTO BODY SHOP INC.	R	5/16/2018		553.20CR	085406	553.20
0300	ZARNOTH BRUSH WORKS INC							
	I-169270-IN	ZARNOTH BRUSH WORKS INC	R	5/16/2018		48.50CR	085407	48.50
7291	ERIC ZYGARLICHE							
	I-201805088260	ERIC ZYGARLICHE	R	5/16/2018		84.38CR	085408	
	I-201805088261	ERIC ZYGARLICHE	R	5/16/2018		100.00CR	085408	184.38

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	118	0.00	109,248.01	109,248.01
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:	2	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:	120	0.00	109,248.01	109,248.01

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

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BANK : AP ASSOCIATED

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	5/2018	96,144.52CR
201	5/2018	2,260.52CR
293	5/2018	50.00CR
405	5/2018	232.42CR
601	5/2018	6,106.94CR
650	5/2018	4,453.61CR
=====		
ALL		109,248.01CR

Attachment: 5-16-18 VOUCHERS (6967 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 05-16-18 (PDF)

CITY OF DE PERE
License Committee - May 16, 2018

Previously Tabled Operator License Applications	
1	BLANCHETTE, BRITTNEY L.
2	BREITRICK, STACY A.
3	KAIN, SAMANTHA J.

Temporary Operator License Applications	
1	DAVIS, LEE C.
2	LAMERS, CHET R.
3	LAMERS, REBECCA A.
4	MC DONALD, DONALD J.

Renewal Operator License Applications for the 2018-2020 Licensing Period	
1	ADHIKARI, BISHNU P.
2	ADHIKARI, SHARADA
3	ALLEN, NAOMI L.
4	BARZYK, CLAIRE M.
5	BORREMANS, DEBORAH G.
6	BROOKS, SARA L.
7	CARPENTER, DANIEL J.
8	EICKMEYER, DEBORAH A.
9	EVERS, HALEY R.
10	GOETZ, ROXANNE J.
11	HEMAUER, RENEE A.
12	IVES, TIMOTHY D.
13	KNECHT, RACHEL E.
14	KOCKEN, TAMMY L.
15	KOEHLER, JO ANN
16	KOHLWEY, ZACHARY A.
17	KONSHAK, JOLENE M.
18	KUROWSKI, JANICE M.
19	LAUBUGE, MORGAN J.
20	MANTHE, KERRY L.
21	MARTIN, DEL D.
22	MULLINS, SUSAN M.
23	RIEBE II, DAVID J.
24	ROCKSTROH, MARY K.
25	SONNENBERG, BILLIE J.
26	VANDER BLOOMEN, MACKENZIE R.
27	VAN HANDEL, TAMARA M.
28	VIEAU, JACOB P.
29	WICKHAM, BARBARA G.

Attachment: 05-16-18 (6959 : Operator License Applications.)

30	WYMAN, JESSE M.
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New Operator License Applications for the 2018-2020 Licensing Period	
1	ALLARD, JOAN M.
2	CARTER, ALICIA A.
3	DEMMA, NICOLAS A.
4	DENEYS, MELISSA A.
5	DORFF, MICHAEL P.
6	HAROLDSON, ANNA C.
7	JACKSON, MARY L.
8	JELINSKI, AISLING L.
9	JONES, LYNNE M.
10	LOPEZ, MIGUEL E.
11	NIMMER, STEVEN L.
12	PARKER, TINA L.
13	REIMER, ELIZABETH C.
14	SABIN, ALEX M.
15	SCHUMACHER, THOMAS L.
16	SIPPEL, MCKENNA R.