



Board of Public Works

335 South Broadway

Regular Meeting

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

Agenda

Monday, May 12, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Board of Public Works** of the City of De Pere will be held on **May 12, 2014** 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 at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of April 7, 2014 Board of Public Works Meeting Minutes
2. Consider Request for Revocable Occupancy Permit – Pubhaus 600*
3. Consider Revocable Occupancy Permit – Definitely De Pere*
4. Consider Revocable Occupancy Permit for Bridging the Arts Art Walk Activities
5. Consider Azure Contemporary Fashion & Accessories Request to Set Up Traffic Control*
6. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on CTH PP from 1330' South of Prosper Street to O'Keefe Road*
7. Consider Preliminary Resolution for Special Assessment for Sidewalk on CTH PP from 1330' South of Prosper Street to Heritage Road*
8. Consider Central Brown County Water Authority 6th Amendment to Water Purchase & Sale Contract*
9. Consider City of De Pere 2014 Sidewalk Repair Order
10. Consider Intergovernmental Agreements with the Town of Lawrence*
11. Consider Merrill Tower Cleaning & Coating Repair Contract*
12. Consider Scheuring Reservoir Clean & Overcoat Contract*
13. Consider 9th Street Reservoir Inspection Contract*
14. Consider Merrill Tower Inspection Contract*
15. Consider Award of Project 14-03 Sewer Lining - CIPP*
16. Consider Award for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair*
17. Consider Award for Project 14-19 Mudjacking*
18. Consider Award for Project 14-19A Concrete Sidewalk Grinding*

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

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, Monday May 12, 2014 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderpersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

Donald & Kay Van Straten Revocable Trust

Carolyn Fosick Family Trust

Don J. Roffers

William & Margaret Greenfield

David & Mary Ritchie

Valley Properties

Valley Cabinet

John E. Nelsen, Jr., Visu-Sewer

Al Dix, Al Dix Concrete, Inc.

Allyson Watson, Definitely De Pere

David Vaclavik, Central Br. Co., Water Authority

Shanna Zeitler, Azure Contemporary Fashion

Bobbi Schroeder, Pubhaus

Anchor Bank FSB C/O Colliers Intl.

Yonder Development LLC

JPG Enterprises LLC

Robert & Leslie Shade

Barry & Marquerite Grunwald

Jennifer Messerschmidt, Town of Lawrence

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of April 7, 2014 Board of Public Works Meeting Minutes

ATTACHMENTS:

- Board of Public Works April 7, 2014 Draft Meeting Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Monday, April 7, 2014
7:30 PM
De Pere City Hall Council Chambers

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were: Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None

III. Action Items

- Approval of the March 10, 2014 Meeting Minutes
Aldersperson Kneiszel moved to approve the March 10, 2014 Meeting minutes, Aldersperson Boyd seconded the motion. Upon vote, the motion passed and the March 10, 2014 minutes were approved.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

- Consider Award of Project 14-01 Sewer and Water Relay and Street Resurfacing*
Aldersperson Bauer moved to approve the staff recommendation to award the bid for Project 14-01 Sewer and Water Relay and street Resurfacing to Dorner Inc. In the amount of \$1,516,648.00, Aldersperson Boyd seconded the motion. Upon vote the motion passed.

Eric Rakers, City Engineer responded to a question regarding poured-in-place bench that it was a small bench at the bottom of every manhole that keeps the sewage flowing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

- Consider Award for Project 14-04 Concrete Street Reconstruction/Patching*
Aldersperson Kneiszel moved to approve the staff recommendation to award the bid for Project 14-04 Concrete Street Reconstruction/Patching to Vinton Construction in the amount of \$814,750.22, Aldersperson Bauer seconded the motion. Upon vote, the motion passed.

Attachment: Board of Public Works April 7, 2014 Draft Meeting Minutes (2076 : Approval of April 7, 2014 Board of Public Works Meeting

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

4. Consider Street Sweeper Decals
Alderperson Kneiszel moved to approve the staff recommendation to install the presented decals on a new compressed natural gas engine street sweeper. Alderperson Boyd seconded the motion. Discussion followed indicating that the decals were part of the original cost of the sweeper. The decals will show residents that the City is "Green While We Clean." Questions followed in regard to using the older bridge logo. Mayor Walsh explained that there hasn't been movement lately to find a different logo. Scott Thoresen, Public Works Director, explained that the decals can be replaced if ever a new logo is designed. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

5. Consider Engineering Technical Services Regarding Installation of Sprint's Wireless Antennae Facilities on Matthew Street Water Tower*
Alderperson Bauer moved to approve the engineering services agreement with Dixon Engineering for the Matthew Street water tower, Mayor Walsh seconded the motion. Discussion followed. Scott Thoresen, Public Works Director, explained that the staff recommendation was to hire Dixon Engineering to review the modification that is being requested from Sprint to install wireless antennae facilities on the Matthew Street water tower to make sure that the modification doesn't create any issues with the water tower. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

6. Consider Engineering Technical Services Regarding Installation of Sprint's Wireless Antennae Facilities on Merrill Street Water Tower*
Alderperson Bauer moved to approve the engineering services agreement with Dixon Engineering for the Merrill Street water tower due to a request from Sprint to install wireless antennae facilities on the Merrill Street water tower. Alderperson Kneiszel seconded the motion, upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

7. Consider AT&T's Amendment to Current Lease Agreement on Matthew's Water Tower*
Alderperson Bauer moved to approve the proposed amendment to AT&T's current lease for the Matthew Street water tower. Alderperson Boyd seconded the motion. Scott Thoresen, Public Works Director, stated that the City had received a request from AT&T

to install a backup generator on site at the Matthew Street water tower. This would require additional space that was outside the original lease agreement, thus staff was recommending to approve the proposed amendment.

Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh

IV. Future Agenda Items

Alderperson Boyd shared that he had received a request for No Parking on Front Street, but the request should go to the Traffic and Parking Team.

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 7:41pm, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Request for Revocable Occupancy Permit – Pubhaus 600*

This request is for a revocable occupancy permit to allow additional outdoor seating on the sidewalk alongside the west side of the building (S. Michigan Street) as requested by the owner. Currently, the owner has obtained a permit to have outdoor seating on the north side of the building. (George Street)

The business the “Pubhaus 600” located at 600 George Street has requested permission to allow additional outdoor seating and tables including fencing on the City’s sidewalk for their customers. The request is for proposed tables and seating within a fenced in area alongside the building. (See attached sketch) Staff has reviewed the request on site with the owner and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the fencing at least four (4) feet from the back of the curb on S. Michigan Street and twelve (12) feet south from the north building corner. All the tables and chairs will need to be within the fencing limits.

Staff recommends granting a revocable occupancy permit.

ATTACHMENTS:

- Revocable Occupancy Permit Pubhaus 600 (PDF)

\$ 25.00

Permit Valid:

July 1 thru June 30

Renewal no charge

SIDEWALK CAFE PERMIT APPLICATION

City of De Pere

Return completed application, supporting documentation, and application fee to: City of De Pere, Clerk/Treasurer, 335 S. Broadway, De Pere, WI 54115. For assistance, please call (920) 339-4050.

Applicant Information

Applicant Name: Bobbi SchroederApplicant Address: 600 George StApplicant Phone: 920.339.5100Applicant Cell Phone: 260.705.4599Establishment Name: Pubhaus 600 LLCEstablishment Address: 600 George StPhone: 920.339.5100Fax: N/A

Required Materials



Copy of a current Certificate of Insurance, with City of De Pere named as additional insured.



A layout, drawn to scale, which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk cafe, size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, obstructions, either existing or proposed, within the pedestrian area.

If available, photographs describing the appearance and dimensions of all tables, chairs, umbrellas or other objects related to the sidewalk cafe for review.

Signatures

If this application is approved, I hereby agree to abide by all the relevant City regulations pertaining to the installation of sidewalk cafes, including but not limited to Section 22-8(C) and 7-3 of the Municipal Code of the City of De Pere.

[Signature] Gregory Cornell

Signature - Establishment Owner

This application is made with my/our knowledge and consent

Signature - Property Owner(s).

Approvals

Signature: Clerk's Office

Signature - Board of Public Works, Engineering Division

Receipt #

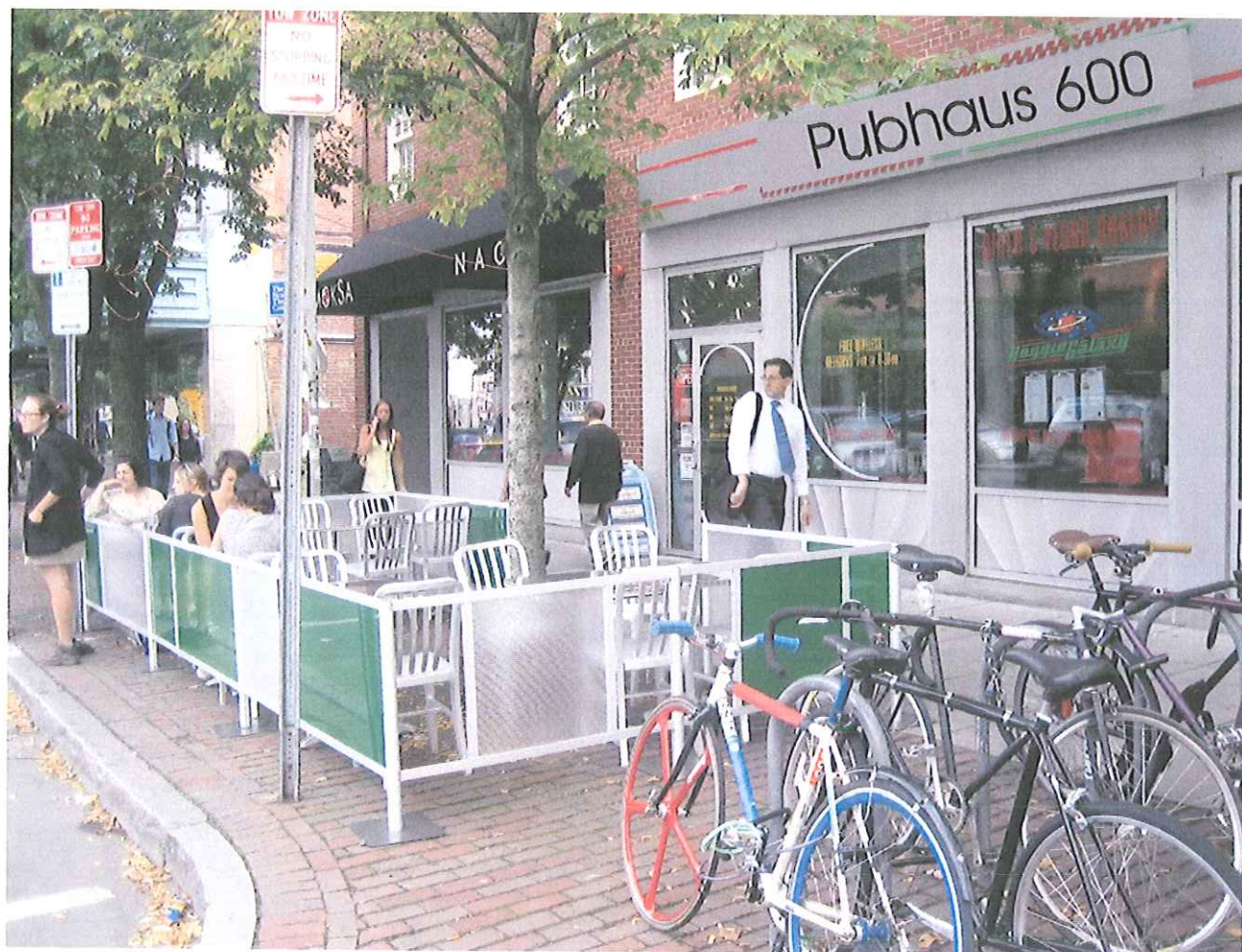
91972

Dated:

7-25-14

Issued:

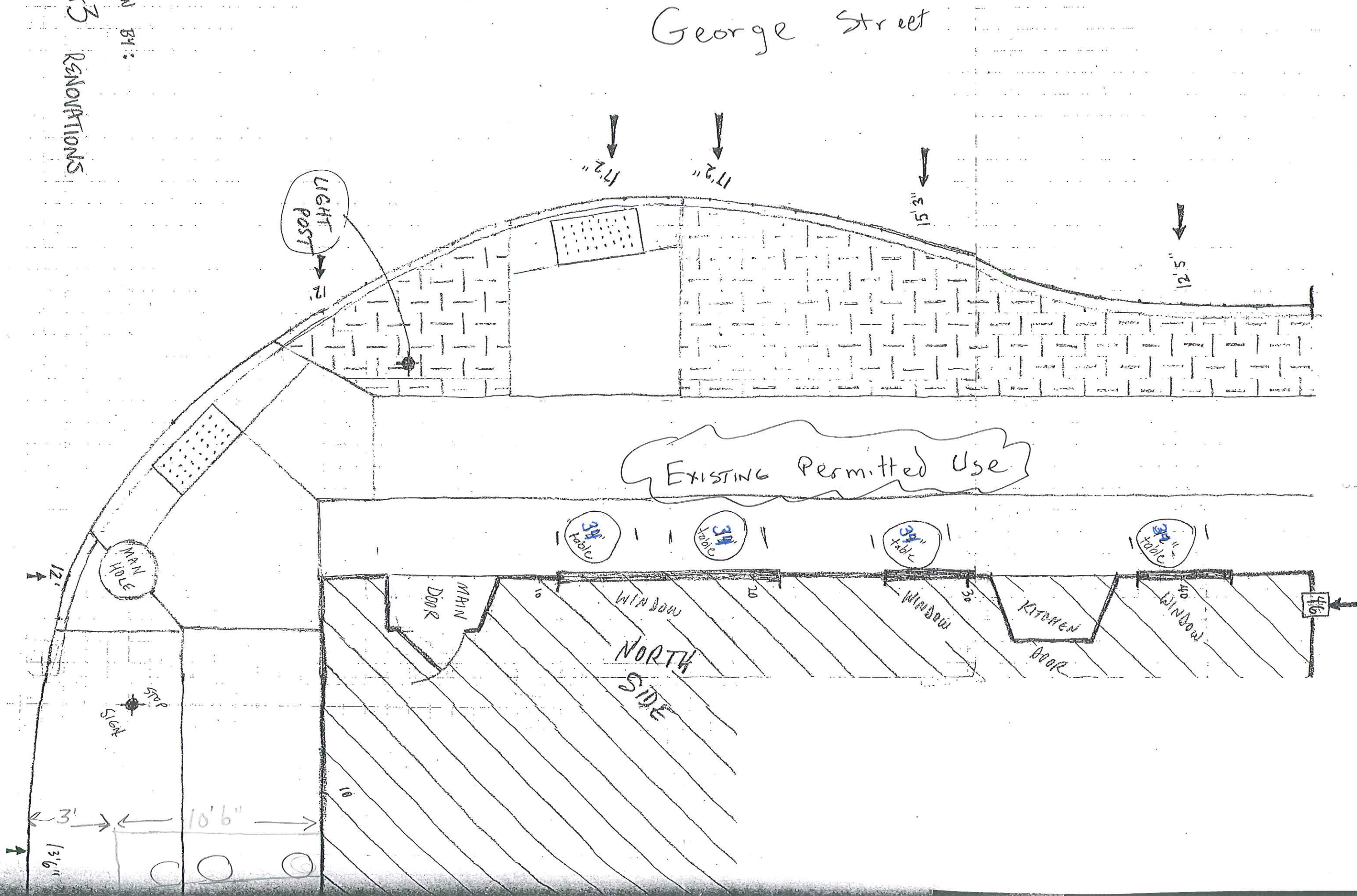
Permit #:

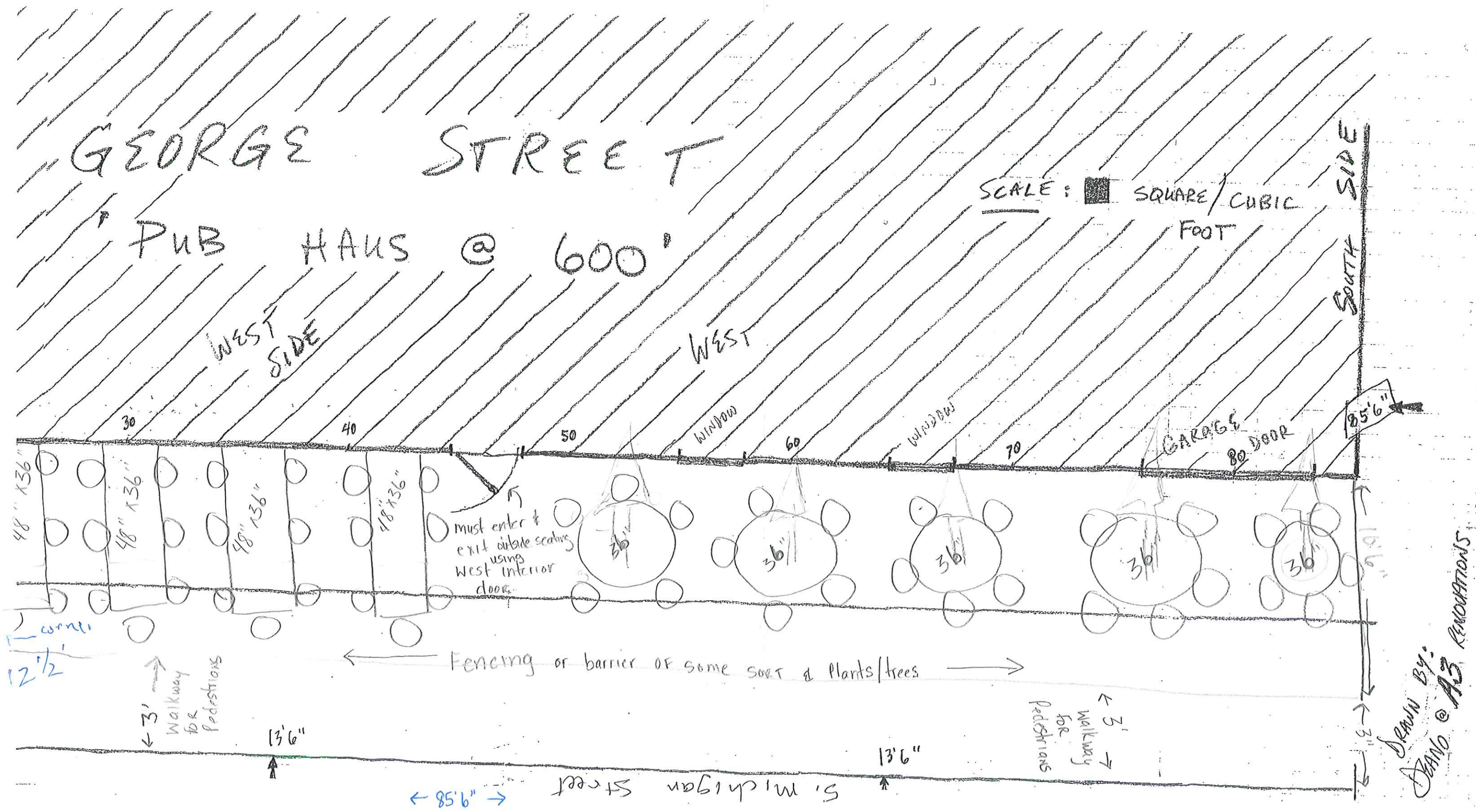




A3 RENOVATIONS

UN B4:





City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014
DEPARTMENT: Public Works
FROM: Scott Thoresen
SUBJECT: Consider Revocable Occupancy Permit – Definitely De Pere*

The De Pere Beautification Committee under Definitely De Pere is requesting a revocable occupancy permit to place planters in the downtown area to be located within the street right-of-way. (See attached request)

Staff recommends granting a revocable occupancy permit as requested.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- Definitely DePere ROP Request 042314 (PDF)



320 Main Avenue, Suite 102
De Pere, WI 54115

April 23, 2014

City of De Pere
Department of Public Works
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Thoreson:

I am contacting you regarding the necessary permit for flower pots in downtown De Pere. Traditionally, the De Pere Beautification Committee has worked with the De Pere Area Chamber of Commerce to place planters in downtown De Pere for spring and summer. The Beautification Committee is now fully under the auspices of Definitely De Pere, and as such, the permit needs to be approved in our organizational name.

I have attached the previous permit issued to the De Pere Area Chamber of Commerce for your consideration.

Thank you,

Allyson Watson
Executive Director, Definitely De Pere

RESOLUTION #07-116

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
WITH MAIN STREET DE PERE, INC./DE PERE AREA CHAMBER OF COMMERCE

WHEREAS, Main Street De Pere, Inc./De Pere Area Chamber of Commerce have requested a Revocable Occupancy Permit from the City to place and maintain seasonal storefront decorations within City right-of-way.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

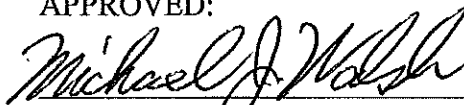
That the Revocable Occupancy Permit, attached hereto and incorporated by reference as Exhibit 1, is hereby authorized and approved, and the Mayor and Clerk-Treasurer are directed to execute the same.

BE IT FURTHER RESOLVED:

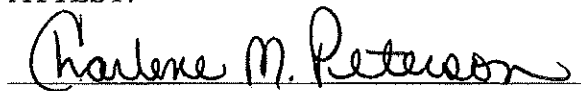
That all City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of October, 2007.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Charlene M. Peterson, Clerk-TreasurerAyes: 7Nays: 0

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Revocable Occupancy Permit for Bridging the Arts Art Walk Activities

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Azure Contemporary Fashion & Accessories Request to Set Up Traffic Control*

Azure Contemporary Fashion & Accessories is requesting the City's street department provide traffic control for their Fashion Night Out Event on September 5th. (See attached request)

The estimated costs for the street department to set up and take down the traffic control for this event is as follows:

Labor:

2 Employees two (2) hours regular time for set up:

2 - Employees	\$25.69 x 4 hours	\$	102.76
40% Fringe Benefit	\$10.28 x 4 hours	\$	41.12

2 Employees two (2) hours over time for take down:

2 - Employees	\$25.69 x 1.5 x 4 hours	\$	154.14
40% Fringe Benefit	\$10.28 x 4 hours.	\$	41.12

Total Labor	\$	339.14
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Equipment:

1 Ton Dump Trucks four (4) hours	\$10.62 x 4 hrs.	\$	42.48
1 - Trailer for four (4) hours	\$10.70 x 4 hrs	\$	42.80

Total Equipment	\$	85.28
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TOTAL	\$	424.42
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As indicated above, the total costs of the donation for the traffic control is \$424.42. Staff has the resources to provide the traffic control. The City provided the same service last year and would recommend providing the same service again this year at no charge.

ATTACHMENTS:

- Azure Request 042814 (PDF)

Azure Contemporary Fashion & Accessories
Shanna Zeitler
113 N. Wisconsin Street
De Pere, WI 54115
April 28, 2014

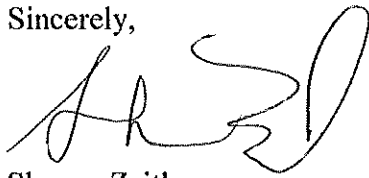
City of De Pere
Public Works
Scott Thoresen
925 S. 6th Street
De Pere, WI 54115

Dear City Council:

I am asking the public works department to donate their time to set up and remove the proper traffic barricades for our Fashion Night Out Event. The event will take place Friday September 5th between Azure Contemporary Fashion and Accessories (113 N. Wisconsin Street) and Sweetpeas Children's Clothier (106 N. Wisconsin St.).

This will be our fourth year hosting the event and we are excited to be partnering with The Golden House. All of the money raised in our "fashion" raffles will go directly to The Golden House, along with any items donated in our clothing drive. Most of the vendors who participate in this event graciously donate their time, this way we are able to give more back to the Golden House. I am asking the Public Works department to consider donating their time for such a great cause. The barricades will need to be set up promptly at 1pm and taken down when the event is over at 9pm. Thank you for your time and consideration.

Sincerely,



Shanna Zeitler
Owner

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on CTH PP from 1330' South of Prosper Street to O'Keefe Road*

Brown County will be reconstructing CTH PP from Viking Lane to STH 32/57 in 2014. As part of the project, new storm sewer is being constructed and storm laterals being added to service property in the construction limits. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5 which states that *“(a) Upon reconstruction of any street or any storm sewer main, where it is determined that storm sewer service lines have not been installed to each lot of record, such service line shall be installed in conjunction with such reconstruction. The location of such service line shall be as determined by the City engineer or designee.”* Assessments for these services shall be as provided in Code Section 13-7.

Property owners have been notified several times of this project including:

- December 3, 2013 - Brown County Public Information Meeting
- February 20, 2014 - Letter
- March 3, 2014 - City Public Information Meeting
- April 2, 2014 - Letter
- May 8, 2014 - Letter

Staff recommends the BOPW adopt the preliminary resolution and schedule a public hearing at the Common Council.

ATTACHMENTS:

- CTHPP_Storm_PrelimResolution (PDF)
- Storm Sewer Assessment (PDF)
- CTHPP_Storm_ScheduleB_C_D (PDF)

RESOLUTION #14-

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
STORM SEWER MAIN AND LATERALS ON CTH PP FROM 1330' SOUTH OF PROSPER
STREET TO O'KEEFE ROAD

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,
Wisconsin, as follows:

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

STORM SEWER MAIN AND LATERALS – CTH PP

West side of CTH PP from 1330' south of Prosper Street to O'Keefe Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer and Laterals.

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

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

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

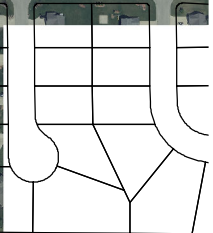
STORM SEWER ASSESSMENT AREA

O'KEEFE ROAD

HERITAGE ROAD

PROSPER STREET

COUNTY HIGHWAY PP



Storm Sewer
Assessment

Project:
14-01

March, 2014
By: SRL

Packet Pg. 24



1 inch = 500 feet

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

SCHEDULE B
CTH PP - STORM SEWER
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
May 6, 2014

STORM SEWER MAIN AND LATERALS (Assessed at 29.7%)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable 29.70%	Non-Assessable 70.30%
608.0412	Storm Sewer Pipe Reinforced Concrete CL IV	205	\$52.00 LF	\$10,660	\$3,166	\$7,494
608.0415	Storm Sewer Pipe Reinforced Concrete CL IV	200	\$58.00 LF	\$11,600	\$3,445	\$8,155
608.0418	Storm Sewer Pipe Reinforced Concrete CL IV	80	\$78.00 LF	\$6,240	\$1,853	\$4,387
608.0430	Storm Sewer Pipe Reinforced Concrete CL IV	80	\$106.00 LF	\$8,480	\$2,519	\$5,961
611.0612	Inlet Covers, Type C	3	\$350.00 EA	\$1,050	\$312	\$738
611.0615	Inlet Covers, Type F	2	\$1,200.00 EA	\$2,400	\$713	\$1,687
611.0624	Inlet Covers, Type H	8	\$520.00 EA	\$4,160	\$1,236	\$2,924
611.2006	Manholes 6-ft Diameter	3	\$4,200.00 EA	\$12,600	\$3,742	\$8,858
611.3230	Inlets, 2'x3'	8	\$1,450.00 EA	\$11,600	\$3,445	\$8,155
611.3253	Inlets, 2.5'x3'	2	\$1,400.00 EA	\$2,800	\$832	\$1,968
SPV.0090.04	Storm Sewer Pipe PVC 10-Inch	120	\$48.00 LF	\$5,760	\$1,711	\$4,049
Sub-Total				\$77,350	\$22,973	\$54,377
Contingency				\$3,868	\$1,149	\$2,719
Technical, Legal, and Administration				\$15,470	\$4,595	\$10,875
Total Estimated Cost				\$96,688	\$28,716	\$67,971
Total Estimated Project Cost				\$96,688		

SCHEDULE C
PROPOSED ASSESSMENT RATES
May 6, 2014

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Unit Type	Assessable Footage	Total Cost (Assessable)	
Storm Sewer	LF	3254.59	\$28,716	\$8.82

PROBABLE PROJECT FINANCING - Storm Sewer

Description	Units	Cost/ Unit	Total
Storm Sewer Main and Lateral Assessment	3254.89 LF	\$8.82	\$28,719
Storm Sewer Main and Lateral By Brown County and Ledgeview	3254.89 LF	\$20.88	\$67,971
Total Estimated Project Cost			\$96,690

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO O'KEEFE ROAD

COST PER UNIT - STORM SEWER

\$8.82
 (STORM SEWER PER
 ASSESSABLE FRONT
 FOOT)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	CORNER LOT EXEMPTION	ASSESSABLE FRONTAGE	TOTAL ASSESSMENT
ANCHORBANK FSB C/O COLLIERS INTNL 1243 N TENTH ST #300 MILWAUKEE WI 53205-2559	1302 S BROADWAY ST ED-F0103-6	300.13	140	160.13	\$1,412.35
YONDER DEVELOPMENT LLC 860 O'KEEFE ROAD DE PERE WI 54115-2463	1314 S BROADWAY STREET ED-F0103-7	257.21	140	117.21	\$1,033.79
JPG ENTERPRISES LLC 875 HERITAGE ROAD DE PERE WI 54115-3148	875 HERITAGE ROAD ED-F0103-1	372.63	140	232.63	\$2,051.80
ROBERT A & LESLIE SHADE 265 BEAU RIVAGE CT DE PERE, WI 54115	890 HERITAGE RD ED-F0099-1	137.84	82.7	55.14	\$486.33
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1750 S BROADWAY STREET ED-F0099-2	137.07	0	137.07	\$1,208.96
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1758 S BROADWAY STREET ED-F0100	275.29	0	275.29	\$2,428.06
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	STH 32 ED-F0101	577.23	0	577.23	\$5,091.17
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	845 PROSPER STREET ED-F0102	634.58	140	494.58	\$4,362.20
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	850 PROSPER STREET ED-F0112	146.89	88.13	58.76	\$518.26
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	0	93.13	\$821.41
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	0	92.71	\$817.70
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.43	0	208.43	\$1,838.35

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO O'KEEFE ROAD

COST PER UNIT - STORM SEWER

\$8.82
 (STORM SEWER PER
 ASSESSABLE FRONT
 FOOT)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	CORNER LOT EXEMPTION	ASSESSABLE FRONTAGE	TOTAL ASSESSMENT
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	0	85.42	\$753.40
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	0	141.03	\$1,243.88
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117-1	525.83	0	525.83	\$4,637.82
TOTAL		3985.42	730.83	3254.59	\$28,705

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Preliminary Resolution for Special Assessment for Sidewalk on CTH PP from 1330' South of Prosper Street to Heritage Road*

Brown County will be reconstructing CTH PP from Viking Lane to STH 32/57 in 2014. As part of the project, new sidewalk is being proposed throughout the project. Brown County participates in the cost of the sidewalk with 50/50 cost sharing for sidewalk on one side of the street. The City and Ledgeview have worked together to identify the sidewalk along the project corridor. The sidewalk is proposed along the west side of CTH PP from Viking Lane to Heritage Road and on the east side of CTH PP from Heritage Road to Cook Street.

Survey of Property Owners

Staff has had discussions with property owners, as well as sending out a survey in the area to gather input on the sidewalk. While the majority of property owners being assessed by the project are opposed to the sidewalk, the majority of property owners responding to the survey near the Altmayer Elementary School are in favor of the sidewalk. As of the date of this memo, the summary of results to the survey is as follows:

	In Favor	Opposed	Neutral
Property Owners Assessed	0	3	0
Property Owners Near Altmayer	47	26	3
Total	47	29	3

A summary of responses along with a map identify the location of responses has been included.

Facility Need

CTH PP is an arterial street. Streets identified as arterial are those with higher traffic volumes in the City. For high volume facilities, it is important to provide facilities for pedestrians. A map has been included identifying the arterials in the City, along with those that have sidewalk (green) and those that do not (red). As can be seen on the map, the majority of streets that have been urbanized (curb and gutter versus ditches), have sidewalk. The two exceptions of this are Lawrence Drive and Heritage Road. Sidewalk is planned for Lawrence Drive, south of Scheuring Road in the near future. Sidewalk was proposed for Heritage Road in 2011, but not

approved by the Board. The primary reason was that this sidewalk did not connect to other facilities at that time.

Sidewalk is now being proposed along CTH PP from Cook Street to Viking Lane. While there will still be a short gap to the south, the facility does provide connection to the north. Additionally, CTH PP does not include a parking lane. While the use of parking lanes is not recommended, at least Heritage Road and Lawrence Drive, north of Menards have parking lanes that are utilized by walkers due to a lack of sidewalk. CTH PP has a travel lane and bike lanes. It is not recommended to have a shared bike and pedestrian lane on a street.

Connectivity

The City has been a proponent of sidewalk and pedestrian friendly facilities. One important component to sidewalk is connectivity. The proposed sidewalk along CTH PP will provide future connectivity between the Altmeyer Elementary School and surrounding neighborhood to Optimist Park, and residential and commercial areas to the north.

A map has been included showing the existing sidewalk in the City. The majority of the City has sidewalk. As can be seen on the map, there is a significant gap in sidewalk between the residential development occurring by the Altmeyer Elementary School, and the remainder of De Pere to the north. The only pedestrian connection between the two facilities is the Fox River Trail. Several opponents to the sidewalk have stated that this should be sufficient for pedestrian use. There are two primary issues with utilizing the Fox River Trail as the only connection. First, the Fox River Trail is not maintained in the winter. Therefore, there are times during the year when the trail is not usable for pedestrians. Second, the Fox River Trail is not lit and fairly secluded which can raise safety concerns for pedestrians.

CTH PP Speed Concerns

Speed has been stated as a reason why pedestrians will not feel comfortable walking on a sidewalk on CTH PP. The present speed on CTH PP is 45 mph. The County is planning to reduce the speed limit to 35 mph upon completion of the project.

Summary

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

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

Sidewalk along CTH PP conforms to the requirements of the Code in that it provides pedestrian

facilities on an arterial street, which would be considered a connector street, provides future connections with public facilities (Altmayer Elementary School and Optimist Park), and pedestrian and vehicular safety.

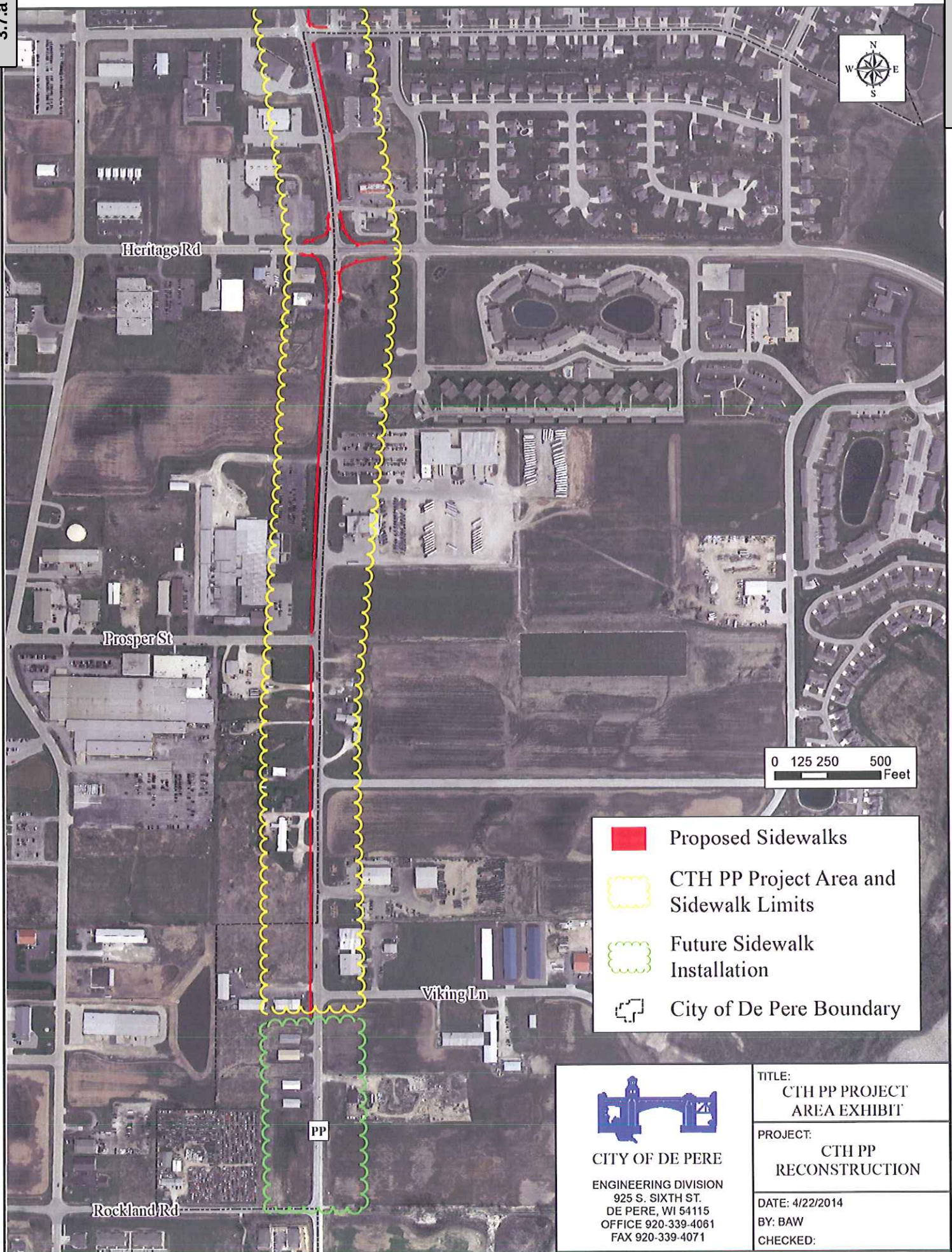
Property owners along CTH PP have been notified several times of this project including:

- December 3, 2013 - Brown County Public Information Meeting
- February 20, 2014 - Letter
- March 3, 2014 - City Public Information Meeting
- April 2, 2014 - Letter
- April 25, 2014 - Letter (Sidewalk Survey)
- May 8, 2014 - Letter

Staff recommends the BOPW adopt the preliminary resolution and schedule a public hearing at the Common Council.

ATTACHMENTS:

- CTHPP Project Area (PDF)
- CTHPP Survey Results (PDF)
- Public Comment Map_5-8-14 (PDF)
- Arterial Sidewalk Map (PDF)
- SidewalkLocations (PDF)
- City_CompPlan (PDF)
- CTHPP_Sidewalk_PreliminResolution(PDF)
- Sidewalk Assessment (PDF)
- CTHPP_Sidewalk_ScheduleB_C_D (PDF)



CITY OF DE PERE

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

TITLE:
CTH PP PROJECT
AREA EXHIBIT

PROJECT:
CTH PP
RECONSTRUCTION

DATE: 4/22/2014

BY: BAW

CHECKED:

PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
LeRoy Busche	2125 Trailside Ln		1		People walk and run in the road when there are sidewalks - no need - save money
Matt Behnke	2118 W. Melcorn Cir		1		What a waste of tax money - Fox River Trail is already available to get to town
BJD Properties LLC	2176 thru 2156 S Broadway		1		
W. Susan Jenquin	813 Killarny Trl		1		Because of the speed limit on CTH PP - too dangerous for sidewalk
Kathleen Guelzow	2175 Trailside Ln		1		There are only businesses along this area. Would the speed limit be lowered if sidewalk installed?
Jeff Rhodes	936 Trailside Ct		1		
Marguerite Williams	901 Trailside Ct		1		Sidewalk would not be used much at all - too far from stores, schools etc. to be useful.
Robert & Karen Fischer	2150 W. Melcorn Cir		1		Would use the Fox River Trail instead of a sidewalk. Past Heritage Rd to Rockland Rd the entire west side is industrial.
Mr. /Mrs. Jim Strube	2220 Trailside Ln		1		All industrial - who would use it?
Peter R. Peot IV	713 Killarny Trl		1		No way! Cars would really have to slow down to turn into a driveway, adding sidewalks would make it more dangerous. Even if you slow down the speed, the traffic would hardly get home with start, stop, start, stop. Save that money for potholes.
Anonymous			1		Opposes the sidewalks, thinks that money should be spent finding reputable developers that follow covenant of proposed subdivisions. Trailside estates subdivision is full of low quality homes with bad foundations, concrete work and other issues. Landmark development is a horrible company with a horrible reputation.
Sheldon & Michelle Miles	2151 W. Melcorn Cir		1		
Kathy Campbell	2191 Trailside Ln		1		Not residential area - will increase taxes
Kyle and Emily Cernohous	2176 Ryan Rd		1		Would my kids be able to ride their bikes on it?
Thomas & Constance Ferry	741 N. Melcorn Cir		1		We would never use it - save our tax dollars
Todd Berry	2219 Trailside Ln	1			
Kyle and Ashlee Resch	740 Killarny Trl	1			
Ryan Angst	710 S Melcorn Cir	1			
Alan Bintz	2140 Ryan Rd	1			We noticed a lot of bicyclists use HWY PP - would it be possible to include bike lanes? Thank you.
Scott Defnet	2155 Trailside Ln	1			
Mike Paroubek	2158 Ryan Rd	1			Would be beneficial to have sidewalk space to get into town.
Bob Wildgrube	831 Killarny Trl	1			It is always great to be able to walk along a street (busy county road) without the cars & trucks close to you.
Adam & Melissa Schmidt	2213 Trailside Ln	1			We would love the options this sidewalk project would open up to our family for walks (exercise, restaurants, access to family in Ledgeview, parks, etc) We would never us HWY PP on foot in its current state. We hope this goes through! Thank you!
Warren & Marlene Schultz	811 Killarny Trl	1			We think it is a great idea. We see people walking on PP all the time & it doesn't seem very safe without a paved shoulder or a sidewalk. Quite a few bikers are on PP going to the Fox River Trail. Hopefully there will be a paved shoulder to help that problem too.

PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Amanda Derenne	777 Killarny Trl	1			I think sidewalks would be very beneficial as I see people walking alongside HWY PP often.
Adam Fonei	805 Roth Rd	1			I have no use for the sidewalk but it would make the neighborhood look nicer. I would rather see a roundabout constructed at Heritage & PP or PP repaired (specifically under HWY 57 bridge).
Renee & Dan Rozumalski	909 Diversity Rd	1			YES!! This would greatly improve our safety and ability to bike/walk into town as well as everyone in the Trailside subdivision.
Elise Manders	890 Diversity Dr	1			Love this idea! I bike from my house to Step Ahead Daycare to pick my son and sidewalks would be awesome!
Marlene Schadrie	2145 Trailside Ln	1			Sidewalks are a good idea for safety reasons. There are a lot of people that walk alongside the road and PP is a very busy road.
Peter & Michele Ardini	757 N. Melcorn Cir	1			In favor only if the speed limit is lowered. The speed limit should especially be lower on PP in the area around Altmayer Elementary due to the large volume of traffic.
Lynn Luberda	834 Killarny Trl	1			This sidewalk will be in great use.
Allan & Monica Seidler	708 Killarny Trl	1			
Shawn & Robb Colliard	833 S. Melcorn Cir	1			
Norma VandeWalle	2135 Trailside Ln	1			if you are going to connect with the downtown by the old High School, then I'm for it. If you are going to leave blocks closer to town without sidewalks, then it's a definite NO.
Ryan Cariveau	2226 Birch Creek Rd	1			
Brian Arkens	2175 W. Melcorn Cir	1			
Brad & Lesley Butler	717 N. Melcorn Cir	1			
David & Erin Winkler	780 N. Melcorn Cir	1			This sidewalk will be very helpful to those of us living off of Rockland Rd. I look forward to biking to local businesses east of us. I would recommend putting in a blacktop sidewalk like on GV, that way it would be used by walkers, bikers, & rollerbladers.
Ascher	810 Killarny Trl	1			
Ryan Krzeszewski	2173 Ryan Rd	1			As long as the money is there and it won't raise taxes to complete it, go for it.
Thomas W. & Vickie L. Brault	790 S. Melcorn Cir	1			People walk on the side of the road now the speed limit at 45, very dangerous, especially at night. I would be happy with the second phase also.
Peter Buzay	826 S. Melcorn Cir	1			I think you should run the sidewalk further south to Killarny. There are a lot of houses going up by the Elementary School. It would be nice to have a sidewalk so we could walk or ride our bikes up to McDonalds or BP gas station without having to travel down the side of the highway with the rest of speeding traffic.
Jill & Steve Schaefer	802 s. Melcorn Cir	1			We believe this would be a good project & sidewalks would get much use.

**PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD**

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
John & Angela Landwehr	709 Killarny Trl	1			I think the sidewalk would be beneficial to the Trailside Estates and the students/staff of Altmayer Elementary School. A sidewalk would create a more connected feeling to the community. Provided there are adequate funds to clear the snow, it could be used year long, unlike the trail. More important than that, investments in PARKS and recreational services have a dramatic effect on health and fitness. A sidewalk would make us less dependent on cars, and keep kids, bicyclists, and other pedestrians safe.
Lynn Cole	911 Trailside Ct	1			
Bruce & Kim Jaeger	759 Killarny Trl	1			
Barbara E. Connelly	907 Trailside Ct	1			It would be much safer for residents that walk and ride bikes.
Jay and Kari Teal	708 N. Melcorn Cir	1			
Donald Vande Sande	771 Killarny Trl			1	Don't care either way
Don Meulemans	2195 Trailside Ln			1	I have no opinion as it would be of no benefit to me.
Anne Fait	2171 Trailside Ln			1	My opinion - it could go either way depending on cost
Marie Schultz	740 N. Melcorn Cir		1		I drive CTHPP & Heritage Rd and see only one person picking up cans once or twice a week. There should be a sidewalk on Rockland Rd from Ryan/Enterprise to the Fox River Trail. Speed limit is 35 there but cars go faster and there are walkers, runners, and bicyclists on both sides of the road. When are you going to fix GV, from X or Rockland - the road is popping. Numerous roads need repairing, you shouldn't put a sidewalk where no one will use it.
Mike & Donna Gilson	949 Trailside Ct		1		Both Mike and Donna submitted comments. See attached. I see no benefit to sidewalk on PP - little use for it. I would much rather see the money spent on putting in a double roundabout now.
Ed & Margaret Ann Ryan Greenfield	618 Emilie St, Green Bay		1		We do not understand how this cost can be justified. How was the Board of Public Works convinced of such a need?
Kent Hubbard	781 N. Melcorn Cir		1		The area isn't highly residential so sidewalks don't appear to be needed.
Jim Weatherex	2127 W. Melcorn Cir		1		Having a sidewalk along a busy road in an industrial zone seems like a waste of money. A better option would be having a sidewalk along Heritage Rd connecting the Trail to the 4 way stop by Legends.
Scott Weber	2180 Ryan Rd		1		
Sigrid Campbell	2127 Trailside Ln	1			Make one side a walking sidewalk and the other side a bike ride sidewalk
Schroeder	749 N. Melcorn Cir	1			It will be another good option to get to the schools along with the Fox River Trail
Linda S. Mettelka	2250 Trailside Ln	1			

**PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD**

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Tori England	808 S. Melcorn Cir	1			I don't see a lot of people walking from Viking to Heritage, but I do see a good amount of truckers walking from Prosper to Heritage. Another thing - large number of people from the east side of PP have to bike along PP to get to the trail. That makes me more nervous than walkers!! Thanks!
Colleen Burg	716 N. Melcorn Cir	1			
Jason Langenhorst	747 Killarny Trl	1			
Jayne Sellen	2167 Ryan Rd		1		
Nelson	734 S. Melcorn Cir	1			Sidewalks there opens up more safe walk ways for this area
Mary Sobralske	2165 Trailside Ln		1		This area is very industrial and I don't feel a sidewalk is necessary
Judy England	821 Killarny Trl	1			I often see people walking along "PP". It would be much safer for the pedestrians and drivers to have sidewalks.
Krause Family Real Estate Holdings, Inc.	2198 W. Melcorn Cir		1		With the area being industrial/commercial, I do not understand who would use the proposed sidewalk. If the area had more housing units, I could understand the need for a safe place to walk.
Pierce	768 S. Melcorn Cir	1			
Sherie Latva	2187 Trailside Ln	1			A sidewalk along HWY PP would be great and well traveled!
Gary & Jen Gollnow	2146 Ryan Rd		1		I see no one using the proposed sidewalk. We live in the subdivision by Altmeyer school and use the bike trail if we want to head to town. A sidewalk by WEL Trucking to the McDonalds and gas station would be very useful cause I see walkers from WEL headed to those businesses. Maybe a new sidewalk/bike trail on Heritage to connect current bike trail to McDonalds & gas station.
Retha Wallman	2185 Ryan Rd	1			
Stephen Penn	826 Killarny Trl	1			
Don Van Straten	850 Prosper St		1		I can't see any reason for sidewalk South of Heritage Road to Viking Ln. We have enough cost with sewer, water and road construction. It isn't just the cost to install, but the maintenance on sidewalk. This sidewalk leads to nothing.
Kari & Josh Theis	927 Diversity Dr	1			
Jimmie	914 Diversity Dr		1		Would not use but round about should go on Heritage & PP
Michelle Griffith	753 Killarny Trl	1			I agree with the sidewalk installation on PP. Folks drive very fast on PP and it's not currently safe to walk or bike along PP. Installing sidewalks will make it more feasible for people to walk or bike into De Pere safely. Thanks!! GREAT idea!
Carmen Fosick, Trustee, Carolyn Fosick Family Trust	1910 S. Broadway		1		A sidewalk on CTH X makes no sense whatsoever. Not only is this not a residential area, the Fox River Trail is available just to the west for those interested in walking. There are no businesses that would attract walkers either. Installing sidewalks would force property owners undo expenses, maintenance, for no reason & would dissuade businesses from locating here & persuade those here to sell and relocate.
Mike Stoller/Valley Cabinets	845 Prosper Rd		1		It is not needed.

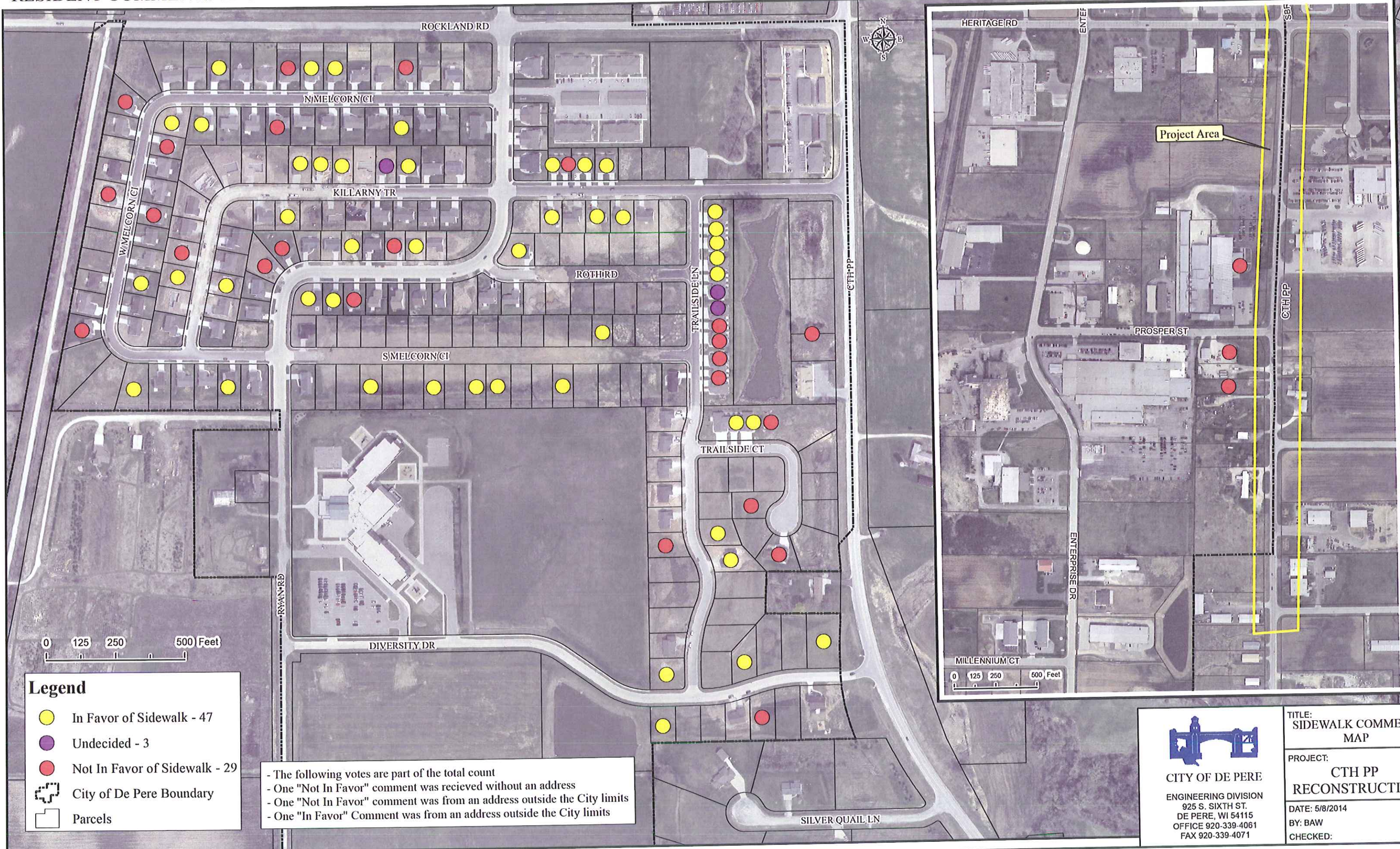
PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
TOTALS		47	29	3	
	Rev. 5/8/14				

CTH PP - SOUTH OF HERITAGE ROAD

Attachment: Public Comment Map_5-8-14 (2093 : Consider Preliminary Resolution for Special Assessment for Sidewalk on CTH PP*)

RESIDENT COMMENTS RECIEVED VIA SIDEWALK COMMENT FORM REGARDING SIDEWALK INSTALLATION ALONG CTH PP



Legend

- In Favor of Sidewalk - 47
- Undecided - 3
- Not In Favor of Sidewalk - 29
- City of De Pere Boundary
- Parcels

- The following votes are part of the total count
- One "Not In Favor" comment was recieved without an address
- One "Not In Favor" comment was from an address outside the City limits
- One "In Favor" Comment was from an address outside the City limits

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

TITLE:
SIDEWALK COMMENT
MAP

PROJECT:
CTH PP
RECONSTRUCTION

DATE: 5/8/2014
BY: BAW
CHECKED:



Sidewalks Along Arterial Roads

City of De Pere, Wisconsin



FUTURE SIDEWALK PLANNING

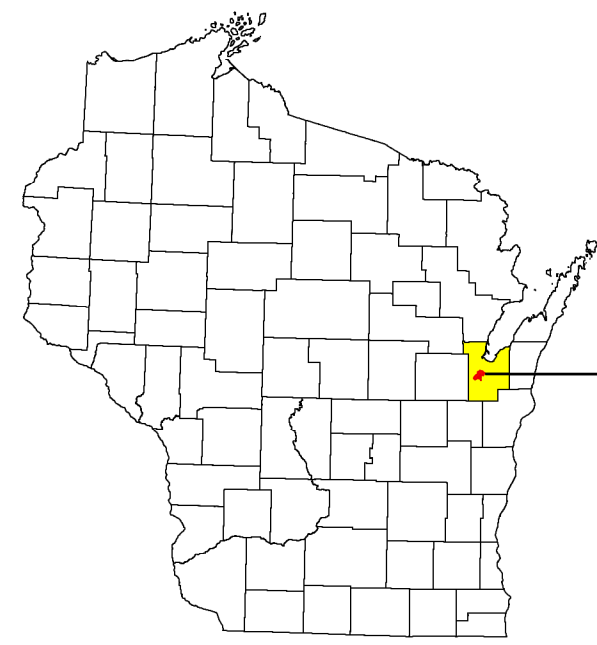
FUTURE SIDEWALK PLANNING

COUNTY HIGHWAY PP
PROJECT AREA

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

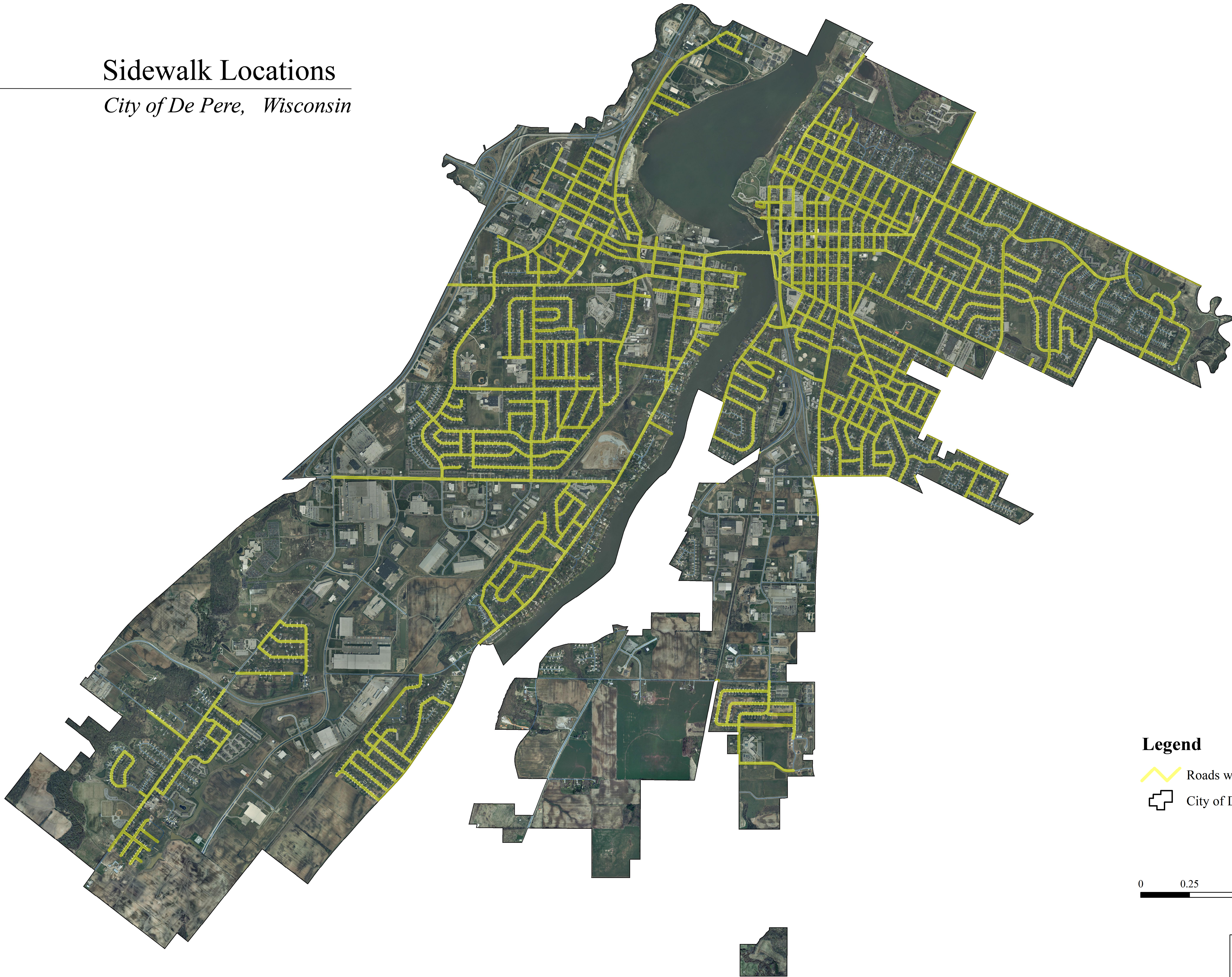
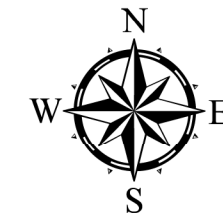


 CITY OF DE PERE ENGINEERING DIVISION 902 S. SIXTH ST. DE PERE, WI 54115 OFFICE 923.338.4561 FAX 923.338.4274	TITLE Transportation Classification
	PROJECT Sidewalk Exhibit
	DATE 4/21/2014 BY EAH C-CHECKED



Sidewalk Locations

City of De Pere, Wisconsin



Legend

-  Roads with Sidewalks
-  City of De Pere Boundary



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

TITLE:	Exhibit A
PROJECT:	Proposed Sidewalk
DATE:	4/21/2014
BY:	BAW
CHECKED:	

Pedestrian and Bicycle Facilities

De Pere currently has the most extensive pedestrian system and one of the most extensive bicycle systems in Brown County. For several years, the City has installed sidewalks along both sides of its streets unless the street is a cul-de-sac or industrial park road, and bicycle facilities can be found on major streets. De Pere also contains portions of the Fox River and East River Trails, and a local trail system is currently being developed on the west side of the City. These pedestrian and bicycle facilities complement the street system and transit routes that serve the community and provide safe and convenient access to schools, parks, businesses, and other destinations. The City's existing pedestrian and bicycle systems are shown in Figure 3-3.

Transit

De Pere is currently served by one Green Bay Metro fixed transit route and three limited service routes. The fixed route serves the east and west sides of the City, and the downtown area is served during the route's outbound and inbound trips. The fixed route provides hourly service during Metro's weekday and Saturday service periods. The City's fixed bus route is shown in Figure 3-4.

Specialized Transportation Services for the Elderly and Disabled (Paratransit)

De Pere's inclusion in the Green Bay Metro service area allows the City to be served by Metro's paratransit provider. Metro's paratransit service allows clients in De Pere to be picked up at their homes and taken directly to their destinations in vehicles that accommodate wheelchairs, scooters, and riders who do not require mobility devices. This service provides another transportation option to elderly and disabled De Pere residents who need assistance to reach medical appointments, grocery stores, and other destinations throughout the Metro service area. The paratransit service is also a means of enabling clients to reach Syble Hopp School and other agencies in De Pere.

Rail Transportation

De Pere currently contains one active freight rail line that runs along the west side of the Fox River (see Figure 3-1 for the line's location). This line currently serves Green Bay Packaging and some warehouses in the De Pere Business Park, and plans for the southwest portion of the City recommend establishing rail spurs to serve industrial land uses as these uses are developed near the line.

Pedestrian and Bicycle Facilities in De Pere

City of De Pere, Brown County, WI

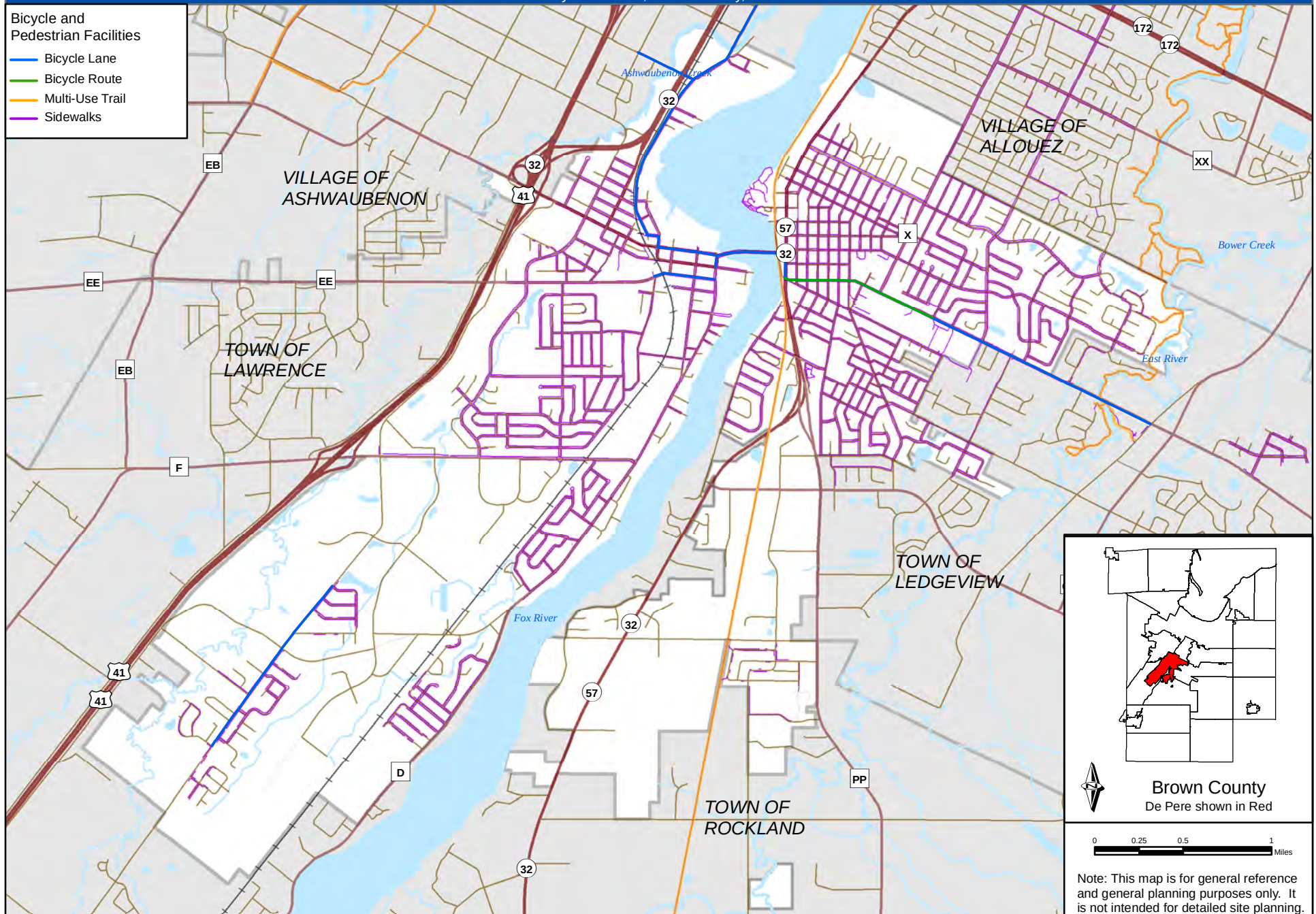
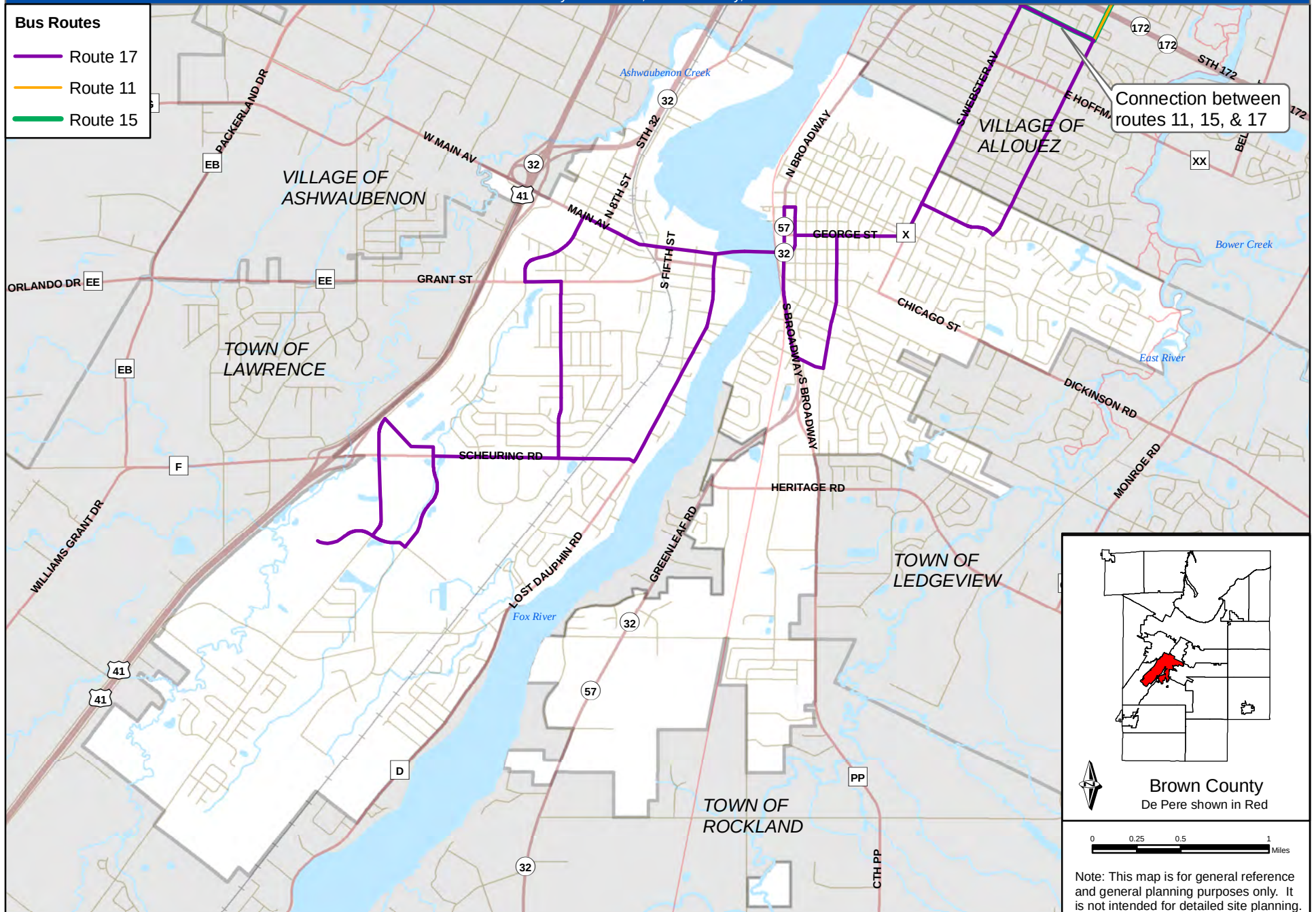


Figure 3-4
Green Bay Metro Fixed Route in De Pere
City of De Pere, Brown County, WI



Air Transportation

Austin Straubel International Airport is approximately three miles northwest of De Pere (see Figure 3-5 for the airport's location). Commercial service is currently provided by Northwest/Delta Airlines, American Eagle, United Express, and Midwest Connect. Charter service is provided by Executive Air and Titletown Aviation. Air cargo service is provided by Northwest/Delta Airlines. The City's economy is not significantly affected by the airport at this time.

Truck Transportation

Truck traffic is relatively high in De Pere because the City contains large industrial and business parks and other developments that rely on heavy trucks. The Claude Allouez Bridge, STH 32/57, and the county highways in the City also attract several local and pass-through truck trips. Although most of the truck trips occur on the state and county highways, trucks occasionally need to travel on city streets to reach local businesses and other destinations.

Water Transportation

De Pere currently has docking or launch facilities at the Fox Point Boat Launch, Voyageur Park, Bomier Street Boat Launch, and the Perkofski Boat Landing, but this is the extent of the City's reliance on the river for commercial activity. The City also does not currently rely on the Port of Green Bay to import or export goods. The port's location is shown in Figure 3-5.

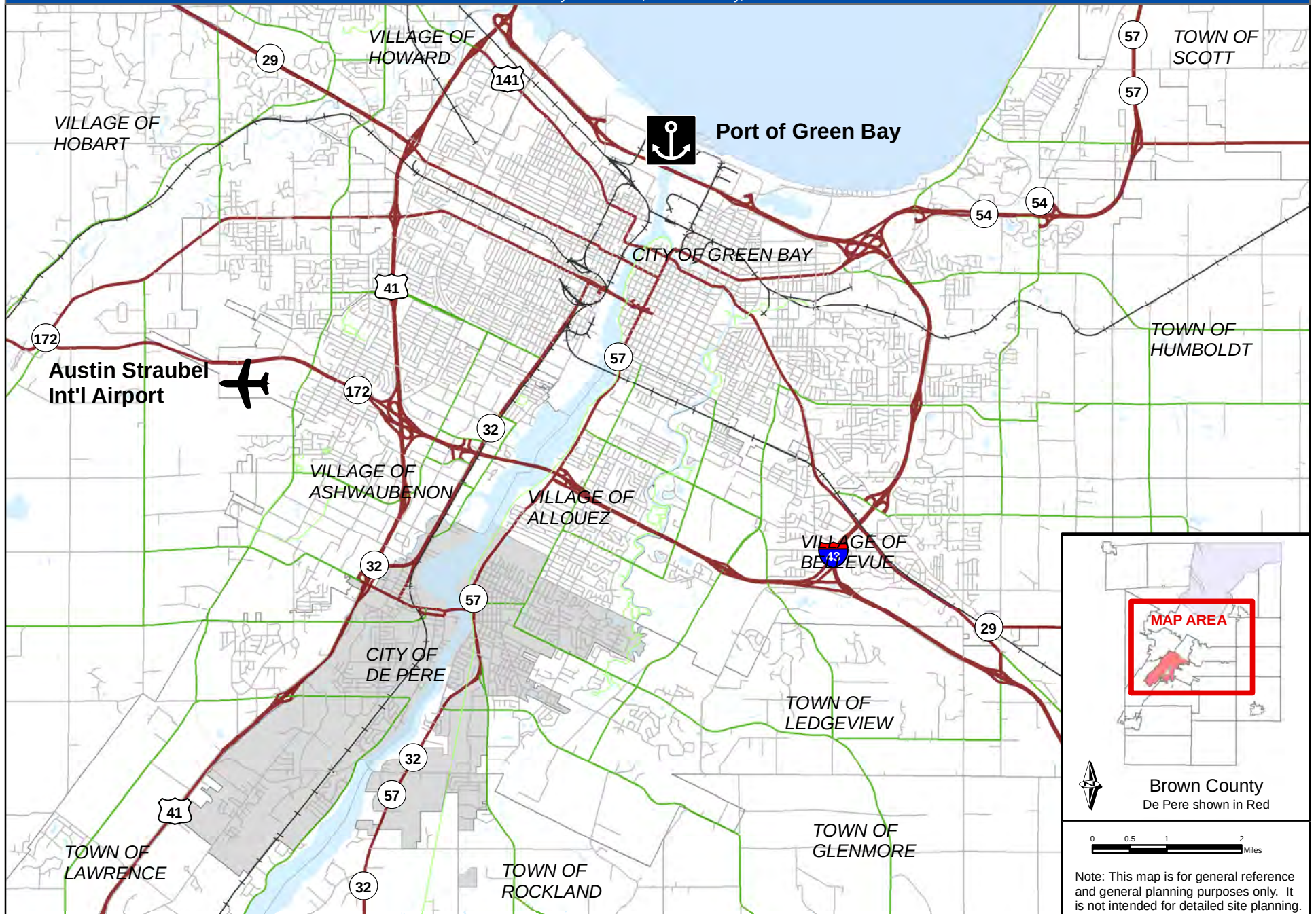
Future Transportation System

De Pere contains some areas where land uses are mixed and people can reach their destinations without a car, and the undeveloped and partially vacant parts of the City can accommodate additional higher density infill and adjacent development and redevelopment that includes a mix of residential, commercial, and institutional uses. This section of the Transportation Chapter identifies the major aspects of De Pere's transportation system and recommends methods of developing them over the next 20 years to create a more comprehensive intermodal transportation system. The chapter also discusses the land use patterns that should be promoted during this period to create this system.

Streets and Highways

De Pere currently has relatively few multi-lane streets, but some of the City's two-lane streets are still at least 40 feet wide. The City also contains some cul-de-sacs and long blocks that provide infrequent connections to intersecting streets (such as in the East River Drive, Lawrence Drive, and Ninth Street areas). In addition to being expensive to construct and maintain, the wide streets encourage people to drive rapidly through neighborhoods, school zones, and other areas where high speeds are not appropriate. The long blocks, cul-de-sacs, and separation of land uses in the newer portions of the

Figure 3-5
Port and Airport Facilities
 City of De Pere, Brown County, WI



City also do more than encourage people to drive from place to place – they often force them to drive because other transportation modes are not practical.

To enhance everyone's ability to safely and efficiently navigate the City's transportation system with and without personal vehicles, the City needs to:

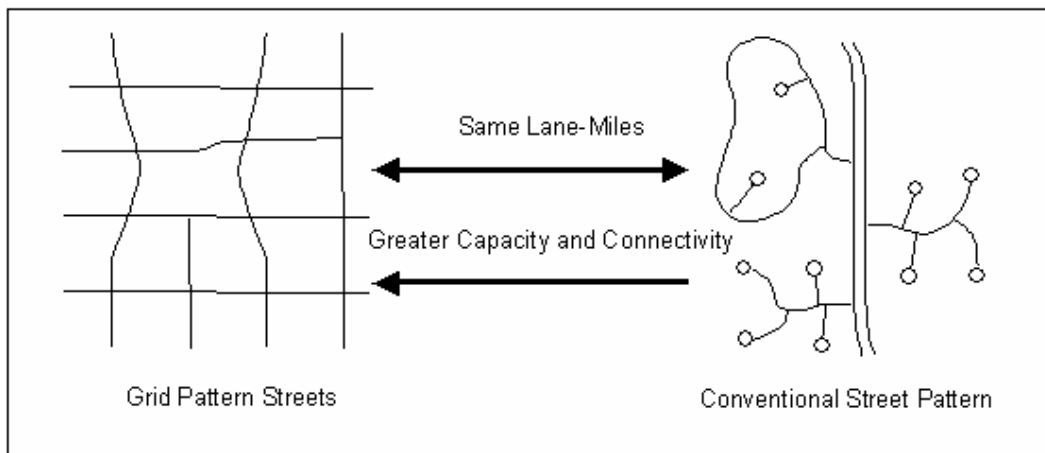
- Increase street connectivity and intersection frequency.
- Minimize barriers to pedestrian and bicycle travel and encourage people to drive at appropriate speeds.
- Improve accessibility and safety at intersections and other potential conflict points.

Methods of achieving these aims are addressed in this section.

Develop Well-Connected Street Networks

To enable and encourage people to walk and bicycle throughout the City and the adjacent communities, De Pere should require the development of well-connected street networks within new developments that have frequent connections to the existing street system. These kinds of street patterns will also provide motorists several route options and avoid concentrating traffic on relatively few streets. A comparison of well-connected and conventional street networks is shown in Figure 3-6.

Figure 3-6: Comparison of Well-Connected and Conventional Street Patterns



Although well-connected street patterns enable traffic to be distributed evenly, are very accessible to a variety of transportation system users, are easy for public works departments to plow and maintain, enable communities to create efficient sewer and water systems (that do not have several stubs), and provide efficient routes to incidents for fire departments and other emergency responders, situations will arise where streets cannot be connected due to physical or environmental constraints. The City should not allow cul-de-sacs and loop streets when constraints do not exist, but if constraints prohibit street connections, the City should allow the development of cul-de-sacs near the constraints. However, to maximize connectivity in these neighborhoods, the cul-de-sacs should have public rights-of-way or easements reserved at the bulbs to enable

pedestrians and bicyclists to travel throughout the area easily. This connectivity concept is discussed later in this chapter and in the plan's Bicycle and Pedestrian Safety Chapter.

Allow the Construction of Narrow Streets

The City currently requires local streets to be 32 feet wide, sub-collector streets to be 36 feet wide, and collector and arterial streets to be 44 feet wide. The rights-of-way for city streets are also typically at least 70 feet wide. However, these widths are often not necessary (especially in the City's neighborhoods) and force the City to maintain a significant amount of land that could instead be taxable property. To address this issue, the City's street width requirements should be changed to allow the construction of narrower streets. The City should also establish right-of-way width standards that do not require the acquisition of more right-of-way than necessary.

Define the Parking Areas of Streets

The parking areas of streets should be defined by curb extensions at many of the City's intersections. If a block is relatively long, extensions should also be placed at other points along the street. The curb extensions will prohibit drivers from using the parking lanes as passing or turning lanes at intersections and encourage people to drive slowly when parked vehicles are not present. The curb extensions will also minimize pedestrian crossing distances at the City's intersections. Pictures of curb extensions that were built along Fourth Street and Grant Street in De Pere are shown below, and this concept is addressed in greater detail in the plan's Bicycle and Pedestrian Safety Chapter.



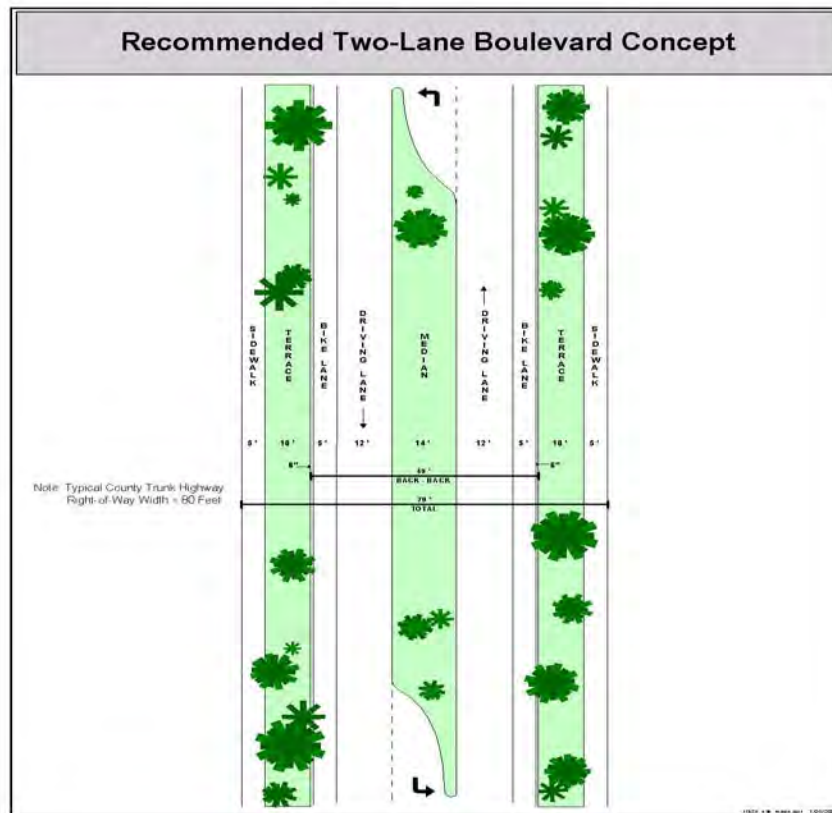
Curb extension on Fourth Street in De Pere.



Curb extension on Grant Street in De Pere.

Avoid Expanding Streets to Four or More Lanes

Although it is unlikely that most of the City's streets will be considered for widening in the future, two lane streets like Heritage Road and Grant Street might be seen as candidates for widening as traffic levels rise over the next 20 years. However, street widening has not proven to be an effective long-term method of relieving traffic congestion, so the City and Brown County should save the money that will be necessary to expand these streets and maintain their narrow configurations.



Source: Brown County Planning Commission.

One way to move traffic efficiently while minimizing barriers to pedestrian and bicycle travel and encouraging people to drive at appropriate speeds is the construction of a system of two-lane arterial boulevards and three-lane arterial streets that are complemented by an interconnected collector and local street system, mixed land uses, and efficient traffic control techniques at intersections. The street interconnectivity and mixing of land uses make walking and bicycling viable transportation options and help to avoid forcing traffic onto a system of relatively few large arterial streets. Building narrower arterial streets instead of the standard wide arterial streets will also make the City's thoroughfares more attractive.

These and similar design techniques were used by De Pere and Brown County when Chicago Street, Scheuring Road, and Lawrence Drive were reconstructed. These projects are examples of how the City and Brown County have chosen to promote multi-modal accessibility and neighborhood friendliness instead of the mere movement of motor vehicles through the community, and these and similar street design approaches should be used on the City's other major streets in the future.

Continue to Design Intersections to Maximize Safety and Accessibility

The City should continue to utilize street design techniques that reduce vehicle speeds, minimize the possibility of conflicts, and enhance traveler awareness to maximize

pedestrian, bicyclist, and motorist safety and accessibility at the City's intersections. Techniques that the City should continue to use include roundabouts, curb extensions at intersections, and other similar street design features. The narrower street widths recommended for the City will also help make intersections safer by controlling the speed of vehicles as they approach the intersections.



Claude Allouez Bridge roundabout.



Chicago/Swan roundabout.

Roundabouts in De Pere

There are currently seven single-lane roundabouts in De Pere, and the county's first multi-lane roundabout was built at the east end of the Claude Allouez Bridge in 2008. Because these roundabouts have proven to be safe, efficient, and attractive, the City should continue to work with the state, Brown County Planning Commission, and Brown County Highway Department to install roundabouts at and near the US 41 interchanges when the highway is reconstructed and to study the possibility of installing roundabouts at other intersections in De Pere. Some intersections that should be studied include:

- Heritage Road (CTH X) and CTH PP (a roundabout is planned for 2010).
- Ashland Avenue and Eighth Street (a roundabout is planned for 2010).
- Broadway and Cook Street.
- Scheuring Road and American Boulevard.
- Southbridge Drive at Lawrence Drive and American Boulevard (as recommended in the *Southwest De Pere Development Plan*).

The City should also investigate the installation of smaller neighborhood traffic circles at minor intersections throughout De Pere to calm traffic and enhance the appearance of neighborhoods.

Pedestrian and Bicycle Facilities

As mentioned in the Existing Transportation System section of this chapter, the City's extensive pedestrian and bicycle systems complement the street system and transit routes that serve the community and provide safe and convenient access to schools, parks,

businesses, and other destinations. As new development and redevelopment occurs over the next 20 years, it is important that the City continue to utilize many of the design concepts that have made De Pere easily accessible to drivers and non-drivers. To accomplish this, the City should:

- Continue to develop land use patterns that enable and encourage walking and bicycling.
- Continue to create a safe, continuous pedestrian system throughout the City.
- Enable people to easily reach developments in the City on foot or by bicycle.

Methods of achieving these aims are addressed in this section and are discussed in greater detail in the plan's Bicycle and Pedestrian Safety Chapter.

Mixing Land Uses Throughout the City

To enable and encourage people to make additional walking and bicycling trips in De Pere, the City should continue to implement the Land Use Chapter's recommendations for mixing land uses within the downtown and elsewhere to create destinations that can be easily reached by pedestrians and bicyclists. The additional mixing of residential, commercial, institutional, and recreational uses will enable people of all ages and physical abilities to travel from place to place without a motorized vehicle, which will significantly improve mobility for all City residents and minimize traffic on the existing street system. Examples of mixed land uses in De Pere and Green Bay are shown below.

Figure 3-7 compares a conventional land use and street pattern with a mixed land use and grid street pattern. The dotted circle on the diagram represents a 500-foot radius, which is a distance that most people feel comfortable walking. This diagram demonstrates that a greater number and variety of destinations are easily reachable on foot (and by bicycle) when land uses are mixed and streets are frequently interconnected. The benefits of street connectivity in neighborhoods are also illustrated in Figure 3-8, which demonstrates that a well-connected street system requires people to travel much shorter distances to reach their destinations than a system with few connections.

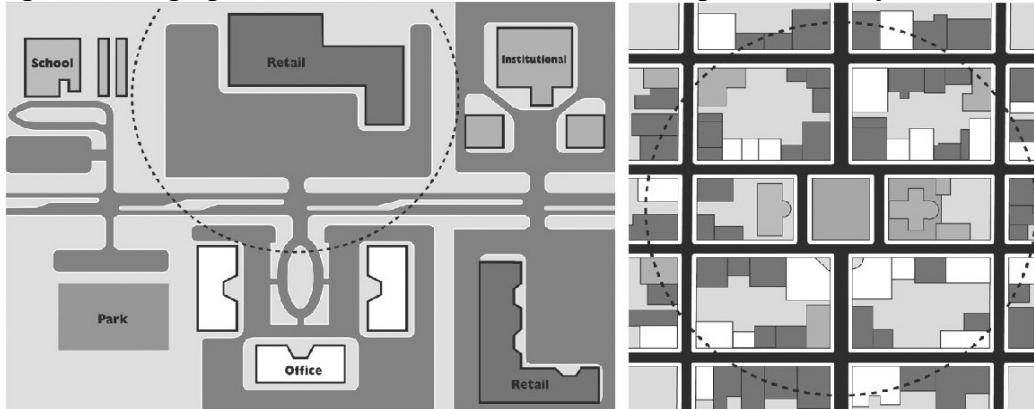


Dentist's office in a De Pere neighborhood.



Bakery in a Green Bay neighborhood.

Figure 3-7: Segregated Land Uses vs. Mixed Uses with High Connectivity



The older neighborhoods on the east and west sides of the Fox River have many of the characteristics of the high connectivity diagram on the right side of Figure 3-7, but some of the newer developments in the southwest and far east sections of the City resemble the diagram on the left side. The *Southwest De Pere Development Plan* that was prepared by the Brown County Planning Commission and accepted by the De Pere Common Council in May of 2003 recommends mixing land uses, maximizing connectivity, and implementing other accessibility techniques in this part of the City, but a significant number of stand-alone developments had already been built or approved before the development plan was started. To avoid this situation elsewhere as De Pere grows, the City should implement the Land Use Chapter's recommendations and require the creation of well-connected neighborhoods that contain sidewalks and, in some cases, trails.

Continuing to Develop a Comprehensive Sidewalk System

De Pere currently has the most comprehensive sidewalk system in Brown County, and this feature is likely one of the reasons that many people choose to live in De Pere. In addition to providing a place for people of all ages and physical abilities to travel safely, the City's sidewalks are a place for friends and neighbors to interact with each other, for children to play, and for commerce to occur. The sidewalks also provide the "street life" that helps to enhance neighborhood security. For these and other reasons, the City should continue to develop its sidewalk system as the community grows over the next 20 years by building sidewalks along both sides of public streets. The only situation where sidewalks should not be required on both sides of a street is when physical or environmental constraints exist. In these situations, sidewalks should be required on at least one side of the street. The City should also enhance pedestrian access within and near its business and industrial parks by installing sidewalks or trails along Heritage Road, Enterprise Drive, and other major streets. A trail system is currently being built within a portion of the west side business park, and a similar system should be constructed within the east side industrial park (in addition to the Fox River Trail) to provide a safe place for people to walk or bike when they travel to work, to the restaurants at the intersection of Heritage Road and CTH PP, and to other destinations.

RESOLUTION #14-

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
SIDEWALK ON CTH PP FROM 1330' SOUTH OF PROSPER STREET TO HERITAGE ROAD

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,
Wisconsin, as follows:

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

SIDEWALK – CTH PP

West side of CTH PP from 1330' south of Prosper Street to Heritage Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Sidewalk.

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

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

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

SIDEWALK ASSESSMENT AREA

HERITAGE ROAD

COUNTY HIGHWAY PP

PROSPER STREET



Sidewalk Assessment

Project:
14-01

March, 2014
By: SRL

Packet Pg. 54



1 inch = 420 feet

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

Attachment: Sidewalk Assessment (2093 : Consider Preliminary Resolution for Special Assessment for Sidewalk on CTH PP*)

SCHEDULE B
 CTH PP - SIDEWALK
 ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
 May 6, 2014

SIDEWALK CONSTRUCTION - 4" CONCRETE (Assessed at 50%)

No.	Item	Cost per SF	Cost per LF (5' Width)	Assessable	Non-Assessable
305.0110	3/4" Base Course (4" Depth, 7' Width)	\$0.48	\$2.40	\$1.20	\$1.20
602.0405	Concrete Sidewalk 4-Inch	\$2.75	\$13.75	\$6.88	\$6.88
Sub-Total			\$16.15	\$8.08	\$8.08
Contingency			\$0.81	\$0.40	\$0.40
Technical, Legal, and Administration			\$3.23	\$1.62	\$1.62
Total Estimated Cost Per Foot			\$20.19	\$10.09	\$10.09
Total Estimated Project Cost Per Foot			\$20.19		

SIDEWALK CONSTRUCTION - 8" CONCRETE (Assessed at 50%)

No.	Item	Cost per SF	Cost per LF (5' Width)	Assessable	Non-Assessable
305.0110	3/4" Base Course (6" Depth)	\$0.52	\$2.60	\$1.30	\$1.30
602.0425	Concrete Sidewalk 8-Inch	\$4.35	\$21.75	\$10.88	\$10.88
Sub-Total			\$24.35	\$12.18	\$12.18
Contingency			\$1.22	\$0.61	\$0.61
Technical, Legal, and Administration			\$4.87	\$2.44	\$2.44
Total Estimated Cost Per Foot			\$30.44	\$15.22	\$15.22
Total Estimated Project Cost Per Foot			\$30.44		

SCHEDULE C
PROPOSED ASSESSMENT RATES
 May 6, 2014

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Total Cost (Assessable)
4" Concrete Sidewalk	\$10.09
8" Concrete Sidewalk	\$15.22

PROBABLE PROJECT FINANCING - 4" Sidewalk

Description	Units	Cost/ Unit	Total
Assessable Sidewalk Cost	1 LF	\$10.09	\$10.09
Sidewalk Cost By Brown County	1 LF	\$10.09	\$10.09
Total Estimated Project Cost			\$20.19

PROBABLE PROJECT FINANCING - 8" Sidewalk

Description	Units	Cost/ Unit	Total
Assessable Sidewalk Cost	1 LF	\$15.22	\$15.22
Sidewalk Cost By Brown County	1 LF	\$15.22	\$15.22
Total Estimated Project Cost			\$30.44

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
TYPE OF IMPROVEMENT: SIDEWALK
LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO HERITAGE ROAD
May 6, 2014

COST PER UNIT - SIDEWALK

\$10.09
 (PER FRONT FOOT - 4"
 DEPTH)

\$15.22
 (PER FRONT FOOT - 8"
 DEPTH)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-8"		TOTAL ASSESSMENT
			UNIT	COST	UNIT	COST	
ROBERT A & LESLIE SHADE 265 BEAU RIVAGE CT DE PERE, WI 54115	890 HERITAGE RD ED-F0099-1	137.84	137.84	\$1,390.81	0	\$0.00	\$1,390.81
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1750 S BROADWAY STREET ED-F0099-2	137.07	111.07	\$1,120.70	26	\$395.72	\$1,516.42
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1758 S BROADWAY STREET ED-F0100	275.29	260.29	\$2,626.33	15	\$228.30	\$2,854.63
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	STH 32 ED-F0101	577.23	515.23	\$5,198.67	62	\$943.64	\$6,142.31
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	845 PROSPER STREET ED-F0102	634.58	599.58	\$6,049.76	35	\$532.70	\$6,582.46
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	850 PROSPER STREET ED-F0112	146.89	146.89	\$1,482.12	0	\$0.00	\$1,482.12
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	59.13	\$596.62	34	\$517.48	\$1,114.10
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	74.71	\$753.82	18	\$273.96	\$1,027.78
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.43	186.43	\$1,881.08	22	\$334.84	\$2,215.92
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	68.42	\$690.36	17	\$258.74	\$949.10
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	126.03	\$1,271.64	15	\$228.30	\$1,499.94
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	525.83	475.83	\$4,801.12	50	\$761.00	\$5,562.12
TOTAL		3055.45	2,761.45	\$27,863	294.00	\$4,475	\$32,337.71

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Central Brown County Water Authority 6th Amendment to Water Purchase & Sale Contract*

The Central Brown County Water Authority (CBCWA) is preparing to refund its 2005 and 2013 series bonds to take advantage of lower interest rates and to amend restrictive covenants and contractual agreements that result in unnecessary burden on the Authority and its members. As part of this process, the CBCWA is recommending an amendment to the current water purchase and sales contract. (See attached documentation from the CBCWA).

Staff recommends approving the 6th amendment to the CBCWA water purchase and sale contract pending a final review by the City Attorney for any necessary revisions.

ATTACHMENTS:

- CBCWA 6th Amendment 050814 (PDF)
- CBCWA 6th Amendment - Covenant Summary Matrix(DOC)

**Proposed Revisions
Central Brown County Water Authority
Water Purchase and Sale Contract
Sixth Revision
April 15, 2014**

Central Brown County Water Authority is preparing to refund its 2005 and 2013 series bonds to take advantage of lower interest rates and to amend restrictive covenants and contractual agreements that result in unnecessary burden on the Authority and its members. The proposed sixth amendment initiates several important changes:

1. Upon refunding of the 2005 and 2013 bonds, the Authority would no longer be required to accumulated bond payments a full year ahead of the due date. Going forward, the Authority would budget annually for planned expenditures, including debt service and required coverage. This will allow the Authority to accumulate less cash and reduce our debt burden which is at a considerably higher interest rate than we are currently able to invest.
2. A new section 6.3.7 of the contract will require that revenue from fixed cost charges as defined in the contract be applied to:
 - a. Principal, premium and interest on bonds
 - b. An adequate depreciation fund
 - c. Compliance with covenants of any Bond Resolution
 - d. Contribution to the Authority's maintenance, repair and replacement fund
 - e. Capital Costs
3. Removes the requirement to get approval of 70% of bondholders to modify the contract.
4. Creates a new Exhibit B-1 to the Water Purchase and Sale Agreement upon refunding of the 2005 and 2013 bonds. The new Exhibit B-1 would reset the Minimum Annual Water Requirements for the member communities. This action can only be taken in advance of our refunding effort or after bonds are retired as it affects the "take or pay" provisions of the contract that are critical to bondholders.

Of the four proposed changes, the last has been a long term concern that we have been unable to address effectively because of the link between our water purchase contract and our bond covenants with both prior bond series.

When originally established in 2003, the minimum take or pay was based on the prior three year average flow for each of the members with some adjustments for large industrial users who were expected to find alternative water sources. At the time this was done, members anticipated growing economies and a steady annual increase in water consumption. No one recognized the behavioral changes that would come from moving from wells to metered water,

nor was the impact of increased rates and a difficult economy on customer behavior adequately anticipated. Using the three year average with reductions for industrial users expected to find alternative water sources resulted in the creation of Exhibit B to the Water Purchase and Sale Contract as shown below:

Exhibit B
Water Purchase and Sale Contract

Charter Member	Annual Water Requirement (Million Gallons)
Allouez	544.109
Bellevue	372.184
De Pere	908.021
Howard	576.056
Lawrence	15.314
Ledgeview	68.749
	<u>2,484.433</u>

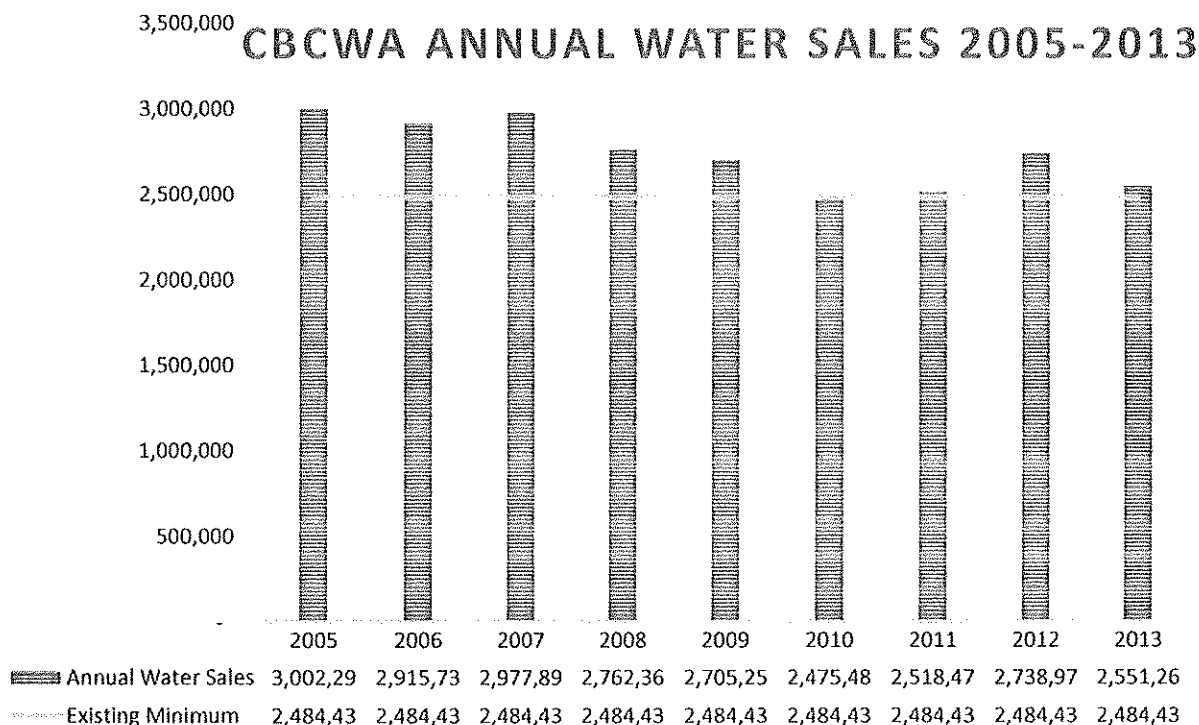
The Total Annual Water Requirement then became the basis for our "Take or Pay" commitment from each member and furthermore, the basis for our agreement with Manitowoc Public Utilities. Once our system actually went into effect and we began billing in 2005, it became immediately obvious that the minimum requirements no longer reflected the relative positions of the members. The following Table shows annual sales for each member.

CBCWA ANNUAL CONSUMPTION 2005 - 2014

	<u>Allouez</u>	<u>Bellevue</u>	<u>De Pere</u>	<u>Howard</u>	<u>Lawrence</u>	<u>Ledgeview</u>	<u>Total</u>
2005	501,994	497,324	1,105,437	766,323	43,966	126,016	3,041,060
2006	474,789	500,593	1,050,226	732,793	49,038	158,337	2,965,776
2007	479,959	460,498	1,049,611	731,696	57,124	172,261	2,951,149
2008	463,672	465,807	979,645	619,999	57,415	175,831	2,762,369
2009	474,558	474,278	865,923	654,862	78,140	160,380	2,708,140
2010	418,224	408,225	836,808	616,348	58,703	138,277	2,476,585
2011	402,090	412,881	821,667	671,440	59,740	150,656	2,518,474
2012	435,733	420,134	917,249	716,139	63,574	186,142	2,738,971
2013	418,232	439,526	794,496	678,624	64,160	156,228	2,551,266

Unfortunately, the minimum annual water requirements were referenced by our bond documents and were deemed significant as they applied to our bond rating and assurance that the Authority would be able to meet its debt obligation. The Authority was able to amend the

contract so that the individual member requirements would only take effect when the total Annual Water Requirement exceeded actual total sales to Authority members. This has occurred only once, in 2010 since the Authority began billing members in 2005. Annual sales for 2005 -2013 are shown in the graph below.



In 2010, application of the minimum annual water requirement resulted in a differential in rate between members.

The Water Authority was developed on a cooperative basis between communities with the common goal of obtaining an adequate supply of high quality water to meet both current and future needs of the members. The contract form went through a number of iterations with at least one calling for members to allocate the capital costs of the project on the basis of design capacity. In the end, the current agreement was adopted on the premise that water rates would be uniform to all members even though there was vast difference in the growth potential across the membership. The Authority's True-up charge system was altered to assure the continuance of this practice and, with the exception of 2010 the rate per 1000 gallons has been the same for all members once True-up charges have been calculated and applied.

We now have the opportunity to amend the "Take or Pay" structure and maintain uniform rates across the membership effective upon refunding of the 2005 and 2013 bonds. 2010 appears to have represented the low point in Authority water sales. Members have completed

aggressive water loss prevention efforts and individual customers have had time to adjust to increased costs of service. Looking at three year averages, demand appears to have finally turned around and begun to increase.

CBCWA PRIOR 3-YEAR AVERAGE ANNUAL CONSUMPTION 2003 - 2014

	Allouez	Bellevue	De Pere	Howard	Lawrence	Ledgeview	Total
2003	544,109	372,184	908,021	576,056	15,314	68,749	2,484,432
2004	549,037	398,598	1,058,833	613,315	19,791	76,433	2,716,008
2005	539,060	431,808	1,218,681	650,328	24,379	89,110	2,953,366
2006	524,589	469,222	1,275,400	710,076	31,591	106,429	3,117,307
2007	494,951	487,038	1,185,678	733,448	39,922	130,243	3,071,280
2008	485,581	486,138	1,068,425	743,604	50,043	152,205	2,985,995
2009	472,807	475,633	1,026,494	694,829	54,526	168,810	2,893,098
2010	472,730	466,861	965,060	668,852	64,226	169,491	2,807,219
2011	452,151	449,437	894,125	630,403	64,753	158,163	2,649,031
2012	431,624	431,795	841,466	647,550	65,528	149,771	2,567,733
2013	418,682	413,747	858,575	667,976	60,672	158,358	2,578,010
2014	418,685	424,180	844,471	688,734	62,491	164,342	2,602,904

Discussion with our legal and financial advisors make it clear that we can't simply abandon the "Take or Pay" concept at this time without significant impact on our debt rating. The "Take or Pay" process was developed as another measure of strength that the brand new Water Authority could point to in its initial bonding of \$138 million and remains an indicator that the members are committed to continuing to cooperate and that there is appropriate financial commitment covering the financial needs of the Authority. While eliminating these provisions would be prohibitively costly, we can modify the requirements. These modifications would take effect on retirement of our existing bonds.

Looking at recent trends, and in keeping with the concept of uniform rates for all CBCWA members, it is suggested that the minimum water requirements be reset to 85% of the average for each member for 2011-2013. This reduces the total annual requirement to 2,212.468 million gallons, approximately 11% lower than currently mandated. A comparison of existing and proposed minimum requirements follows:

Detailed amendments to the Water Purchase and Sale Contract are attached.

**Water Purchase and Sale Contract
Comparison of Existing and Proposed
Annual Water Requirements (Million Gallons)**

Member	Existing	Proposed
Allouez	544.109	355.882
Bellevue	372.184	360.553
De Pere	908.021	717.800
Howard	576.056	585.424
Lawrence	15.213	53.118
Ledgeview	68,749	139.691
Total	2484.433	2212.468

Implementing these changes should have very little actual impact on member charges and annual budgetary expenses. We do not expect to go below existing minimum requirements and certainly not below the proposed levels.

The major factors in the decline of water sales over the Authority's history have been:

- Member reduction of system water loss
- Weather (cool, wet summers except for 2012)
- Customer reaction to cost of water
- Industrial conservation/alternative sourcing
- Slower than anticipated regional growth

Analysis of recent water sales indicate that of these factors, most have passed the point of maximum impact. Members are maintaining their water loss prevention programs, sticker shock has passed for most customers and industrial conservation/alternative source efforts have been implemented. Regional growth continues to be slower than anticipated but still adds annually to the customer base. Evaluation of winter sales indicates slow but real growth in base water consumption, leaving weather as the annual variable in sales. Total water consumption for the Authority should continue to trend upward although at a pace slower than originally planned. Assuming that total sales volume stays above the current minimum of 2,484,433 million gallons, the proposed changes would have no impact on members. Our 2014 budget (simplified) and rates as adopted is shown below.

2014 CBCWA Budget*

	Budget	Rate
O&M	\$ 2,649,960	\$ 1.02
Fixed	8,209,680	\$ 3.16
Total	\$ 10,859,640	\$ 4.18
Water Sales	2,598,000	

* Adjusted for non-rate income

Member obligations under several flow conditions (budgeted, minimum flow and two subminimum flows) are calculated and presented in the following Table.

Cost Impact of Exhibit B1 - Various Examples

	Minimum Flow		Flow of 2,475 Thousand Gal			Flow of 2,460 Thousand Gal		
	Budgeted	Adj. Budget	Adj. Budget	Rate	Difference	Adj. Budget	Rate	Difference
Allouez	\$ 1,797,400	\$ 1,778,227	\$ 1,786,761	\$ 4.36	\$ 8,533	\$ 1,800,330	\$ 4.42	\$ 22,102
Bellevue	\$ 1,881,000	\$ 1,860,936	\$ 1,853,870	\$ 4.32	\$ (7,066)	\$ 1,842,634	\$ 4.32	\$ (18,301)
De Pere	\$ 3,344,000	\$ 3,308,330	\$ 3,321,276	\$ 4.36	\$ 12,946	\$ 3,341,863	\$ 4.41	\$ 33,533
Howard	\$ 2,967,800	\$ 2,936,143	\$ 2,924,995	\$ 4.32	\$ (11,148)	\$ 2,907,268	\$ 4.32	\$ (28,875)
Lawrence	\$ 263,340	\$ 260,531	\$ 259,542	\$ 4.32	\$ (989)	\$ 257,969	\$ 4.32	\$ (2,562)
Ledgeview	\$ 606,100	\$ 599,635	\$ 597,358	\$ 4.32	\$ (2,277)	\$ 593,738	\$ 4.32	\$ (5,897)
Total	\$10,859,640	\$10,743,802	\$10,743,802		\$ (0)	\$10,743,802		\$ 0
Annual water	2,598	2,484	2,475			2,460		
Rate per 1000 gal	\$ 4.18	\$ 4.32	\$ 4.34			\$ 4.37		

Note that the O&M budget declines until reaching the minimum Flow requirement. From that point on, the budget remains fixed and the allocation procedure using current Exhibit B minimums results in differential charges to the members with the two members under the minimum requirements absorbing additional cost. Under the proposed new Exhibit B1, the budget allocation would remain proportional to flow and result in uniform rates for all members that when applied would generate the budget associated with minimum flow conditions. The Difference shown for the two subminimum flow examples is the amount of budget differential a member would experience under stated flow conditions with the approval of Exhibit B1. Again, there is no expectation that total Authority volume would decline to reach these levels.

(For Authority Members other than Ledgeview)

RESOLUTION NO. _____

**APPROVING THE SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

WHEREAS, it is proposed that the Contract be further amended to allow certain amendments to the Contract to become effective upon refunding of the Authority's bonds issued in 2005 and 2013; and

WHEREAS, one amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would eliminate the requirement for the Authority to accumulate bond payments a full year ahead of the bond payment due date; and

WHEREAS, another amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would require that revenue from fixed cost charges be applied to certain specified uses, and thereafter could be refunded to members in accordance with the Contract; and

WHEREAS, a third amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would adjust the minimum annual water requirements for the member communities, and allow for future adjustments in accordance with the Contract; and

WHEREAS, a fourth amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would remove the requirement to get approval of 70% of bondholders to modify any provision of the contract that would affect the rights and interests of bondholders; and

WHEREAS, it is also proposed that the Contract be simplified by amending the Contract to eliminate language specific to the Authority's first year of operation; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, _____ is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. _____ approves the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. _____ shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

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SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This SIXTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 1.4 of the Water Purchase and Sale Contract, the definition of "Annual Water Usage" as amended by the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

1.4 "Annual Water Usage" means for an Authority Customer the amount of Potable Water taken from the Authority by that Authority Customer in a particular year measured in accordance with Section 5.2. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B-1 for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

2. Section 1.21 of the Water Purchase and Sale Contract, the definition of "Estimated Annual Water Requirement," as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

"Estimated Annual Water Requirement" means for an Authority Customer the estimated amount of Potable Water the Authority Customer is expected to take from the Authority in the upcoming Fiscal Year. The Estimated Annual Water Requirement for each Authority Customer shall be calculated prior to the beginning of ~~the Initial Year, and thereafter prior to the beginning of~~ each Fiscal Year. The Authority shall work jointly with each Authority Customer to develop the Estimated Annual Water Requirement for that Customer. The Estimated Annual Water Requirement for each Authority Customer shall be based on historical water consumption adjusted for economic conditions, known changes to customer base, system improvements reducing water loss, or other quantifiable factors. In the event that mutual agreement on the Estimated Annual Water Requirement for an Authority Customer cannot be achieved, the Authority shall

unilaterally establish the Estimated Annual Water Requirement. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B-1 for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

3. Section 1.22 of the Water Purchase and Sale Contract, the definition of "Fiscal Year," is revised as follows:

1.22 "Fiscal Year" means the fiscal year of the Authority, which shall be a calendar year. The Authority's first Fiscal Year for purposes of this Contract begins January 1, 2005~~after the conclusion of the Initial Year.~~

4. Section 1.28 of the Water Purchase and Sale Contract, the definition of "Initial Year," as amended by the Second Amendment to the Water Purchase and Sale Contract, is deleted.

5. Section 2.13 of the Water Purchase and Sale Contract is created to provide as follows:

2.13 Amendment of Exhibit B-1. Exhibit B-1 may be amended under this Section, not more than once every three years, by a two-thirds vote of the Authority's Board of Directors. An amendment under this Section may adjust each individual Charter Customer's share of the total Annual Water Requirement of the Authority listed on Exhibit B-1 to equal the amount calculated by (i) dividing the individual Charter Customer's Annual Water Usage for the most recent three complete calendar years by the Annual Water Usage for all Charter Customers for the most recent three complete calendar years; and (ii) multiplying that quotient by the total Annual Water Requirement of the Authority which shall remain at 2,212,468 million gallons unless amended in accordance with Section 16. Section 16 does not apply to an amendment made in accordance with this Section 2.13.

6. Subsection 6.1.1 of the Water Purchase and Sale Contract, the "Development of Initial Budget," as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is deleted.

7. The heading of Subsection 6.1.2 of the Water Purchase and Sale Contract is revised as follows:

6.1.2 Development of Budget after Initial Budget.

8. The first sentence of Subsection 6.1.4 of the Water Purchase and Sale Contract is revised as follows:

6.1.4 Amendment of Operation Costs. The price of Operation Costs per 1000 gallons for ~~the Initial Year or the~~ Fiscal Year shall not exceed the amount set forth in the approved budget unless the Authority first amends the budget.

9. Subsection 6.2.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.2.1 Calculation of Price for Operation Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the Initial Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the Initial Year; (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons; and (iii) dividing such figure by the portion of the calendar year remaining in the Initial Year (e.g. an Initial Year of three months would equal 3/12). Prior to each Fiscal Year thereafter, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the upcoming Fiscal Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the upcoming Fiscal Year; and (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Operation Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.2.5.~~

10. Subsection 6.3.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.3.1 Calculation of Price for Fixed Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the Initial Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the Initial Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Prior to each Fiscal Year thereafter, while the Bonds issued by the Authority in 2005 and 2013 are outstanding, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the upcoming Fiscal Year (i.e. budgeting done in 2004 for Fiscal Year 2005 would use estimated Fixed~~

Costs for 2006); and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, the Authority shall annually, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year by (i) estimating total Fixed Costs for the upcoming Fiscal Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Fixed Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.3.5.

11. Subsection 6.3.7 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.7 Restricted Use of Fixed Costs. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, Fixed Costs collected by the Authority in each Fiscal Year shall be used or applied in the following priority order:

- (a) to paying the principal, premium, and interest due on all subsequently issued Bonds in that Fiscal Year;
- (b) to complying with the covenants of any Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the subsequently issued Bonds
- (c) to paying reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority;
- (d) to providing an adequate depreciation fund for the Authority's Waterworks System; and
- (e) to contributing to the Authority's segregated maintenance, repair and replacement fund.

12. Subsection 6.3.8 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.8 Treatment of Excess Fixed Costs Revenues. This subsection applies only once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding. If after the Authority applies Fixed Costs revenues in accordance with subsection 6.3.7, total funds accumulated in the Authority's segregated maintenance, repair and replacement fund exceeds \$1,500,000, the Authority may determine by at least a two-thirds affirmative vote under Section 7.1 to refund some or all of the excess Fixed Costs Revenues to Charter Customers. Only Fixed Costs revenues in excess of revenues needed to fully fund the items enumerated in subsection 6.3.7 and to maintain at least \$1,500,000 in the Authority's segregated maintenance, repair and replacement account

may be refunded to Charter Customers. Excess Fixed Costs Revenues to be refunded shall be refunded to Charter Customers in proportion to a Charter Customer's Annual Water Usage for the previous Fiscal Year divided by the Annual Water Usage of all Charter Customers combined in the previous Fiscal Year.

13. The first sentence of Subsection 6.4.2 of the Water Purchase and Sale Contract, as amended by the Second Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.4.2 Calculation and Payment of Excess Capacity Charge. At least once every six months ~~starting on the first day of the Initial Year~~, at a date established by the Authority, each Charter Customer shall pay an Excess Capacity Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System since the last Excess Capacity Charge was paid to the Authority.

14. The first sentence of Subsection 6.5.2 of the Water Purchase and Sale Contract is revised as follows:

6.5.2 Calculation and Payment of Development Charge. At least once every six months ~~starting on the first day of the Initial Year~~, at a date established by the Authority, each Charter Customer shall pay a Development Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System and located in areas outside of the area shown in Exhibit E.

15. Subsection 6.6.2 of the Water Purchase and Sale Contract is revised as follows:

6.6.2 Monthly Security Fund Payments. Prior to ~~the Initial Year~~, and each Fiscal Year ~~thereafter~~, the Authority shall, in accordance with this subsection, calculate how much money each Charter Customer must pay to and maintain in its Security Fund Account. This amount shall be calculated as follows:

STEP ONE: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Operation Costs for the upcoming ~~Initial Year or Fiscal Year~~;

STEP TWO: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Fixed Costs for the upcoming ~~Initial Year or Fiscal Year~~;

STEP THREE: Add the figure from STEP ONE to the figure from STEP TWO, and multiply this sum by two;

STEP FOUR: Subtract from the figure determined in STEP THREE, the balance in the Charter Customer's Security Fund Account;

STEP FIVE: If the figure determined in STEP FOUR is less than zero, no further contribution need be made to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or Fiscal Year~~. If the figure determined in STEP FOUR is more than zero, the Charter Customer must make a monthly contribution to the Charter Customer's Security Fund Account during the upcoming ~~Initial Year or Fiscal Year~~. The amount of the monthly contribution to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or Fiscal Year~~ shall be as set forth in STEPS SIX, SEVEN and EIGHT;

STEP SIX: For the first year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Charter Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 24;

STEP SEVEN: For the second year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 18;

STEP EIGHT: For all other years, a Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 12.

Each Charter Customer's Security Fund Account shall bear interest from the date funds are contributed to the date it is applied as provided in subsection 6.10.1. The interest rate to be paid shall be the rate established by the PSC under PSC 185.361(8), Wisconsin Administrative Code.

16. Section 7.1 of the Water Purchase and Sale Contract is revised as follows:

7.1 Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Authority except by at least a two-thirds affirmative vote of all of the Authority's Directors.

- (i) Approval of individual contracts or expenditures, or a series of contracts or expenditures related to a single Authority Project in an amount in excess of \$250,000;
- (ii) Use of excess Operation Costs revenues in a manner other than that set forth in subsection 6.2.6;
- (iii) Refund of excess Fixed Costs revenues in a manner consistent with subsection 6.3.8;
- (iv) Amendment of Exhibit B-1 in accordance with Section 2.13;

- (~~iii~~v) Issuance of Bonds in an amount in excess of \$100,000;
 - (iv) Sale of Potable Water to Subsequent Customers;
 - (vii) Approval of a contract between the Authority and an Authority Customer;
 - (viii) Approval of a contract to operate the Authority's Waterworks System; or
 - (~~ix~~vii) Employment of managerial and professional personnel either as employees or consultants to the Authority; or
 - (~~viii~~x) Disconnection of an Authority Customer's water pursuant to subsection 6.10.4.
17. Section 16 of the Water Purchase and Sale Contract, as amended by the First Amendment to the Water Purchase and Sale Contract, is revised to provide as follows:
- 16 Modification of this Contract.
- Except for revisions and adjustments otherwise expressly provided for by the terms of this Contract, this Contract may not be changed or modified unless the consent of the Authority and of three-fourths of the Charter Customers shall have been obtained. Such modification may be requested by any Party, in which event a joint meeting of representatives of all governing bodies shall be called by the Authority and held not more than sixty (60) days after such request is made and at least thirty (30) days after the giving of notice of such meeting. At the joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification made under this Section 16 may materially impair or adversely affect the ability or obligation of any Charter Customer under the Contract to make payments to the Authority at the times, in the amounts, and with the priority required in order for the Authority timely to meet its obligations under this Contract, any Third Party Water Supply Contract, other water purchase or sale contracts of the Authority and each~~the~~ Bond Resolution, including without limitation the making of all deposits in various funds and accounts created under each~~the~~ Bond Resolution; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or the Bond Resolutions, to enforce the terms of the Contract. While the 2005 Bonds and 2013 Bonds are outstanding, no~~No~~ such change or~~of~~ modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds. Once all 2005 Bonds and 2013 Bonds are no longer outstanding, the approval requirement in the immediately preceding sentence shall no longer apply. ~~and a~~No such change or modification shall be effective which would cause a violation of any provisions of the~~any~~ Bond Resolution or any ordinance authorizing bonds of any Charter Customer.
18. Exhibit B-1, which provides as follows, is created and inserted into the Water Purchase and Sale Contract immediately after Exhibit B:

EXHIBIT B-1

**MINIMUM WATER USAGE AMOUNT FOR
ESTIMATED ANNUAL WATER REQUIREMENT**

<u>Charter Customer in Million Gallons Per Year</u>	<u>Annual Water Requirement</u>
Village of Allouez	355.882
Village of Bellevue	360.553
City of De Pere	717.800
Village of Howard	585.424
Town of Lawrence	53.118
Ledgeview Sanitary District No. 2	139.691
<u>Authority Total</u>	2,212.468

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.



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MEMORANDUM

TO: Central Brown County Water Authority Board
Dave Vaclavik, Manager

FROM: Dave MacGillivray, Chairman
Joe Murray, Vice President

DATE: April 18, 2014 (May 5, 2014 update)

SUBJECT: Bond Covenant, Water Sale Agreement and Policy Provision Changes Final

This update covers only one change: Repair and Replacement Fund moves to Water Sales Agreement from Policy Positions.

BOND COVENANTS	Current Situation	Recommendation
Debt Service Reserve Fund (DSRF)	• Lesser of: i) the maximum annual debt service; ii) 125% of the average annual debt service; or iii) 10% of original principal amount • Cash Position: Series 2005 = Senior Lien = Funded at maximum annual debt service = \$10,570,250 • Series 2013 = BANS = Junior Lien = \$0 DSRF	• No change, where appropriate and economics warrant use surety instead of bond proceeds or cash.
Rate Covenant	• Net Revenues of the System PLUS any monies deposited in the Coverage Account the last day of the preceding year must be at least equal to: i) 125% of the required Senior Lien Bond's debt service PLUS ii) 100% of the Junior Lien Bond's debt service • 2012 Net Revenues = \$7,916,887 + \$8,455,583 Coverage Account = \$16,372,470 • Net Revenues have been less than 1.0X (2012)	• Two-pronged test: 1. Base rate covenant on Net Revenues at 100% of Senior and Junior Debt Service, <u>and</u> 2. Net Revenues plus Cash Account (Name to be determined) 125X minimum on average annual debt service

BOND COVENANTS	Current Situation	Recommendation
Coverage Account	25% of the annual debt service of Senior Lien Bonds - May be used for: i) current expenses; ii) debt service (Senior or Junior Lien); iii) depreciation; iv) System improvements; and v) any other purpose - YE 2012 = Approximately \$2.7M	Fund the coverage account in an amount not less than 25% of maximum annual debt service and limit use for debt service only
Additional Bonds Test (ABT)	- Net Revenues of the System PLUS any monies deposited in the Coverage Account the last day of the preceding year must be at least equal to: i) 125% of the required Senior Lien Bond's debt service PLUS ii) 100% of the Junior Lien Bond's debt service 2012 Net Revenues = \$7,916,887 + \$8,455,583 Coverage Account = \$16,372,470 = 155% Coverage (2032) on Series 2005 - Series 2013 BANs & Junior Lien	- Align definitions with Rate Covenant term decision (Average Annual). - Two-pronged either/or test for new construction bonds. - Historical. The average net revenues the preceding two completed fiscal years plus Coverage Account must be at least equal – same as current financial tests, <u>or</u> - Prospective: The average net revenue as adjusted for adopted rate increase plus Coverage Account for all future years must be at least equal to- same as current financial tests - Short term borrowing instruments are provided for through long-term amortization

WATER SALES AGREEMENT	Current Situation	Options
Security Fund	- Maintain 2 months: i) Water purchase requirement PLUS ii) Fixed Cost (next year's Debt Service) 2012 = \$1,861,800 - Return any excess to Charter Customer by February 15th	Maintain 2-3 months of water purchase requirement. This is a distinct reserve available solely for events of member payment disruption.
Fixed Cost Account	- Maintain 2 year's budgeted Debt Service and adequate depreciation fund = current budget year and next year - At YE, have next year's Debt Service and collecting for subsequent year – ex. YE 2013 have 2014 Budgeted DS, so in 2014 collecting for 2015 - YE 2013 Fixed Cost Account = \$8,602,583 - Added to Net Revenues for ABT Coverage by Bond Covenant	Eliminate
Renewal & Replacement Fund (Major Maintenance Reserve)	Current Cash \$1,030,000	Maintain max at \$1,500,000

Annual True Up	- Calculate by March 1st and payable April 1st - Includes: i) Operating Costs; and ii) Fixed Costs)	No change
Take-or-Pay Provision	Essential part of security package, Appendix B has method of allocation of total cost	Remain in place but method of allocation among members would change, specifics under Board discussion
Step Up Provision	If a member fails to perform, remaining members step up to fulfill financial obligations	No change

POLICY POSITIONS <i>(not included in contractual requirements)</i>	Current Situation	Options
O&M Liquidity Reserves	Not defined	Min 90 days - 2014 approx. \$700,000

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014
DEPARTMENT: Public Works
FROM: Karen Heyrman
SUBJECT: Consider City of De Pere 2014 Sidewalk Repair Order

Discussion: Each year the City inspects 1/8 of the City for required repairs to sidewalks. This year the repair area is the west side of the Fox River, south of Scheuring Road.

Fiscal Impact: None (costs to be paid by property owner)

Recommendation: To order that repairs be performed.

ATTACHMENTS:

- BOPW Sidewalk Repair Order-Repair List-Letter to Property Owners-Preliminary Assessment (PDF)

MAY 12, 2013

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

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

West side of the Fox River, south of Scheuring Road

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

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 30th day of June 2014. If any owner fails to comply with this order, the City of De Pere shall cause the work on his sidewalk to be done by contract and shall charge the cost as a special tax against his lot or parcel.

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

Dated at De Pere, Wisconsin, this 12th day of May 2014.

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-836-M-1	1700 LOST DAUPHIN RD	15		5									
WD-836-M-8	1744 LOST DAUPHIN RD			5									
WD-836-M-9	1750 LOST DAUPHIN RD			5									
WD-836-M-11	1762 LOST DAUPHIN RD			10									
WD-836-M-12	1768 LOST DAUPHIN RD			5									
WD-836-M-13	1774 LOST DAUPHIN RD	5											
WD-836-M-14	1780 LOST DAUPHIN RD	5											
WD-836-M-15	1786 LOST DAUPHIN RD	5		5									
WD-836-M-16	1792 LOST DAUPHIN RD	5		2.5									
WD-253-H-104	316-318 BALLARD ST			20	15								
WD-253-H-105	1727 REVERE TR	5		2.5	10								
WD-253-H-107	1715 REVERE TR	5			10								
WD-253-H-108	1707-1709 REVERE TR	5											
WD-253-H-109	1701-1703 REVERE TR	10											
WD-253-H-110	1102-1104 PATRICK HENRY AV	10											
WD-253-H-111	1108-1110 PATRICK HENRY AV	5			5	10							
WD-253-H-115	1134-1136 PATRICK HENRY AV			5									
WD-746-P-4	1124 PATRICK HENRY AV					5							
	Scheuring/Patriot (SE Corner)					5							
	Lost Dauphin Rd/Jan Lane (NW Corner)					5							
WD-758-104	2010-2012 TERRY LN	15			10	10				10			
WD-253-H-29	1994 TERRY LN				5	5							
WD-253-H-45	1746-1748 BUNKER HILL CT	10											
WD-207-B	1706-1708 PATRIOT WY			2.5									
WD-207-A	1710-1712 PATRIOT WY	5		2.5									
WD-253-H-65	1732-1734 PATRIOT WY			5									
WD-253-H-47	1737 BUNKER HILL CT				15								
WD-253-H-48	1745-1747 BUNKER HILL CT			5									
WD-253-H-64	1738-1740 PATRIOT WY			5									
WD-253-H-49	1751 BUNKER HILL CT			10									
WD-253-H-62	1750 PATRIOT WY				10								
WD-253-H-61	1756-1758 PATRIOT WY			10									
WD-253-H-51	1801-1803 BUNKER HILL CT					5							
WD-253-H-52	1807 BUNKER HILL CT				5								
WD-253-H-58	1774 PATRIOT WY				5								
WD-253-H-54	1124 COLLEEN LN				5								
WD-253-H-55	1118 COLLEEN LN			5									
WD-253-H-56	1844 REVERE TR				20								
WD-253-H-39	1930-1932 TERRY LN	20											
WD-253-H-36	1952-1954 TERRY LN	5		5								5	
WD-253-H-35	1958-1960 TERRY LN			5									
WD-253-H-34	1964 TERRY LN			5									
WD-253-H-33	1970 TERRY LN					5							
WD-253-H-31	1982-1984 TERRY LN	5											

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-758-103	2020-2022 TERRY LN					10							
WD-758-102	2030-2032 TERRY LN	20								15			
WD-758-101	2040-2042 TERRY LN	10		2.5									
WD-758-100	2050 TERRY LN			7.5		5							
WD-758-97	2062-2064 TERRY LN	5											
WD-758-96	2066-2068 TERRY LN	30											
WD-758-93	2078-2080 TERRY LN				5								
WD-758-91	2088-2090 TERRY LN				10								
WD-D0079-7-A	1101-1103 TERRY LN						10						
WD-D0079-7	1107-1109 TERRY LN									10			
WD-1762	1906 TERRY LN			5									
WD-D0079-2	1110 TERRY LN	20		10									
WD-207-1	785 SCHEURING RD			5									
WD-758-6	2070 LOST DAUPHIN RD	10		5									
WD-758-5	2074 LOST DAUPHIN RD			10									
WD-758-47	2073 E VISTA CI	5											
WD-758-45	2081 E VISTA CI	5											
WD-758-44	2085 E VISTA CI				5	5							
WD-758-43	2089 E VISTA CI			5		5							
WD-758-41	2084 W VISTA CI					5							
WD-758-39	2076 W VISTA CI	5		5									
WD-758-88	1165 AERO DR	25											
WD-758-89	2085-2087 TERRY LN			15									
WD-758-2	2086 LOST DAUPHIN RD	5											
WD-758-1	2094 LOST DAUPHIN RD			5									
WD-758	2096 LOST DAUPHIN RD											5	
WD-1397	1122 TERRY LN			5									
WD-1398	1120 TERRY LN			5									
WD-758-30	2020 W VISTA CI			5									
WD-758-79	1165 STEVENS ST			5									
WD-758-80	2031 TERRY LN	30		5									
WD-758-81	2041 TERRY LN				5								5
WD-758-32	2042 W VISTA CI			20									
WD-758-82	2051 TERRY LN	5											
WD-758-84	2059 TERRY LN			5									
WD-758-85	2063 TERRY LN									5			
WD-758-86	2067 TERRY LN	15		5									
WD-758-36	2064 W VISTA CI			5									
WD-758-37	2068 W VISTA CI			5									
WD-758-38	2072 W VISTA CI			2.5									
758-87	1164-1166 AERO DR	10		2.5									
	W. Vista/Stevens (SW Corner)		10 (DWF)										
758-75	1141 STEVENS ST			12.5									
758-21	1133 STEVENS ST			12.5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-758-20	1125 STEVENS ST			15									
WD-758-19	2008 E VISTA CI	5			5								
WD-758-18	2016 E VISTA CI			10									
WD-758-55	2044 E VISTA CI			10									
WD-758-72	2051 W VISTA CI					10							
WD-758-58	2058 E VISTA CI	35											
WD-758-71	2055 W VISTA CI			2.5	10								
WD-758-70	2059 W VISTA CI	5		2.5	5								
WD-758-61	2070 E VISTA CI					5							
WD-758-69	2063 W VISTA CI					5							
WD-758-68	2069 W VISTA CI			5									
WD-758-67	2075 W VISTA CI									5			
WD-758-62	2074 E VISTA CI			5									
WD-758-63	2078 E VISTA CI					5							
WD-758-64	2082 E VISTA CI			5									
WD-758-65	2083 W VISTA CI					10							
WD-758-14	2023 E VISTA CI				25	10							
WD-758-16	2007 E VISTA CI	10				5							
WD-758-17	1015 STEVENS ST	10			5								
WD-215-1-2	2022 LOST DAUPHIN RD			5									
WD-215-1-1	2030 LOST DAUPHIN RD			15									
WD-215-5	2040 LOST DAUPHIN RD			5									
WD-758-7	2068 LOST DAUPHIN RD			5									
WD-758-53	2033 E VISTA CI			2.5									
WD-758-52	2043 E VISTA CI			2.5									
WD-758-50	2057 E VISTA CI			5	5	5							
WD-758-49	2061 E VISTA CI	15			5								
	Stevens/E. Vista (SE Corner)					10							
WD-210-3	1902 LOST DAUPHIN RD			10									
WD-253-H-118	1101 COLLEEN LN		40										
WD-253-H-19	1129 COLLEEN LN	10		5	10								
WD-253-H-21	1917 BUNKER HILL CT						10						
WD-253-H-22	1923 BUNKER HILL CT	10				5	5						
WD-253-H-23	1929 BUNKER HILL CT			2.5									
WD-253-H-24	1935 BUNKER HILL CT			2.5									
WD-215-A	1016 STEVENS ST			5									
WD-758-22	1102 STEVENS ST			7.5									
WD-758-23	1110 STEVENS ST			2.5		5							
WD-758-27	1142 STEVENS ST									10			
WD-758-28	1150 STEVENS ST			5									
758-29	1158 STEVENS ST			5	5								
253-H-25	1941 BUNKER HILL CT	50											
253-H-28	1959 BUNKER HILL CT			5									
758-78	1166 STEVENS ST	25			5								

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
	Colleen/Bunker Hill (SW Corner)					10							
WD-253-H-10	1802 BUNKER HILL CT			10						5			
WD-253-H-11	1810 BUNKER HILL CT			12.5									
WD-253-H-9	1917 TERRY LN			7.5									
WD-253-H-8	1925 TERRY LN	20											
WD-253-H-13	1906 BUNKER HILL CT					10							
WD-253-H-6	1937 TERRY LN			10									
WD-253-H-15	1918 BUNKER HILL CT			5	5								
WD-253-H-5	1945 TERRY LN	5		5									
WD-253-H-4	1951 TERRY LN			5	5								
WD-253-H-16	1924 BUNKER HILL CT				5								
WD-253-H-17	1930 BUNKER HILL CT				5								
WD-253-H-3	1957 TERRY LN	15											
WD-253-H-2	1963 TERRY LN	10			5					10			
WD-253-H-1	1942 BUNKER HILL CT	5			5								
WD-253-H-96	1851 REVERE TR				15		10						
WD-253-H-97	1839 REVERE TR	5			15								
WD-253-H-98	1833 REVERE TR	20					10						
WD-253-H-99	1827 REVERE TR					5							
WD-253-H-100	1821 REVERE TR	5		5								5	
WD-253-H-102	1807 REVERE TR					5						5	
WD-836-M-18	305 BALLARD ST	15				5							
WD-210-7	1818-1820 LOST DAUPHIN RD			10									
WD-253-H-87	1714 REVERE TR				5								
WD-253-H-84	1713 76 PL			2.5									
WD-253-H-83	1719 76 PL	20		2.5									
WD-253-H-88	1722 REVERE TR				5								
WD-253-H-89	1728 REVERE TR									15			
WD-253-H-90	1734 REVERE TR			2.5	5								
WD-253-H-80	1737 76 PL			5									
WD-253-H-91	1800 REVERE TR			2.5		5							
WD-253-H-79	1749 PATRIOT WY	35		5	10					15			
WD-253-H-92	1804 REVERE TR				5								
WD-253-H-93	1810 REVERE TR				10								
WD-253-H-78	1755 PATRIOT WY	5		10									
WD-253-H-77	1761-1763 PATRIOT WY			5									
WD-253-H-94	1816 REVERE TR					5							
WD-746-P-6	1119 PATRICK HENRY AV			5									
WD-1829	1706 REVERE TR									45			
WD-1830	1109 PATRICK HENRY AV	50											
WD-253-H-74	1712 76 PL				5								
WD-253-H-72	1703 PATRIOT WY			5									
WD-253-H-75	1718 76 PL			5									
WD-253-H-69	1723 PATRIOT WY			2.5		5							

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-253-H-68	1732 76 PL			2.5									
WD-746-P-7	1135 PATRICK HENRY AV				5								
WD-746-P-8	1137 PATRICK HENRY AV			5									
	76 Place/Patriot					10							
WD-758-S-1	1703 LOST DAUPHIN RD			5									
WD-758-S-2	1711 LOST DAUPHIN RD			10									
WD-215-4-1	2035 LOST DAUPHIN RD			5									
WD-757-G-6	2103 LOST DAUPHIN RD				5								
WD-214-3	2001 LOST DAUPHIN RD				5								
WD-214-2	2005 LOST DAUPHIN RD			5		5							
WD-215-3	2021 LOST DAUPHIN RD				20								
WD-215-2-1	2065 LOST DAUPHIN RD	10											
WD-836-W-1	2069 LOST DAUPHIN RD												
WD-836-W-2	2073 LOST DAUPHIN RD	10		10	10								
WD-836-W-3	2079 LOST DAUPHIN RD			5						5			
WD-836-W-4	2083 LOST DAUPHIN RD			5		10							
WD-836-W-5	2085 LOST DAUPHIN RD					5	10						
WD-215-2-3	2091 LOST DAUPHIN RD			5	15								
WD-836-W-7	2093 LOST DAUPHIN RD				10								
WD-757-G-3	2109 LOST DAUPHIN RD				20		5						
WD-758-S-9	230 JAN LN	5		20									
WD-758-S-10	1776 RAINBOW AV				5								
WD-758-S-11	1766 RAINBOW AV				5								
WD-758-S-12	1756 RAINBOW AV			10									
WD-758-S-8	1746 RAINBOW AV			5									
WD-758-S-21	225 JAN LN											5	
WD-758-S-20	1801 LOST DAUPHIN RD				15								
WD-758-S-19	1807 LOST DAUPHIN RD				15								
WD-758-S-18	1815 LOST DAUPHIN RD			15	5								
WD-758-S-17	1819 LOST DAUPHIN RD	15			30								
WD-758-S-16	1829 LOST DAUPHIN RD	15										5	
WD-758-S-15	1839 LOST DAUPHIN RD			5									
WD-758-S-14	1849 LOST DAUPHIN RD	5											
WD-758-S-34	235 COLLEEN LN			5									
WD-758-S-32	1949 LOST DAUPHIN RD			5									
WD-758-S-31	1959 LOST DAUPHIN RD	10										5	
	Autumn/Lost Dauphin Rd					5							
WD-1359	2385 RED TAIL GLEN			5									
WD-1025-9	2246 HOPF LN			5									
WD-1025-8	2254 HOPF LN			5									
1025-5	2278 HOPF LN			5								5	
1025-4	2286 HOPF LN			5									
1025-3	2294 HOPF LN			5									
1025-2	2300 HOPF LN	5		5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-1025-1	2312 HOPF LN			5									
WD-904-W-36-A	2362 OLD IVY CT									20			
WD-904-W-23	2328 HOPF LN			5									
WD-904-W-24	2336 HOPF LN			17.5									
WD-904-W-25	2344 HOPF LN			7.5									
WD-904-W-26	2352 HOPF LN	5		10									
WD-904-W-27	2360 HOPF LN			2.5									
WD-904-W-28	2368 HOPF LN			7.5									
WD-904-W-29	2376 HOPF LN			7.5									
WD-904-W-30	2384 HOPF LN			2.5									
WD-904-W-31	2392 HOPF LN			5									
WD-1063	360 WATERVIEW RD	5											
WD-1065	384 WATERVIEW RD			2.5									
WD-1066	396 WATERVIEW RD			7.5									
WD-1070	2370 OLD IVY CT			2.5									
WD-1071	2378 OLD IVY CT			2.5									
WD-1072	2386 OLD IVY CT			5									
WD-1073	2394 OLD IVY CT			5									
WD-1027-3	2211 RIVER TRAIL CT			10									
WD-1057	2241 RED TAIL GLEN			2.5									
WD-1056	2233 RED TAIL GLEN			2.5									
WD-1054	2217 RED TAIL GLEN			7.5									
WD-1053	2209 RED TAIL GLEN			2.5									
	Glen Meadow/Red Tail Glen (NE Corner)												New Ramp
	Waterview/Old Ivy (NW Corner)				5								
WD-1347	2426 PRAIRIE FLOWER LN			2.5									
WD-1575	2468 PRAIRIE FLOWER LN			2.5									
WD-1356	2400 RED TAIL GLEN			2.5									
WD-1426	2452 PRAIRIE FLOWER LN			5									
WD-1425	2446 PRAIRIE FLOWER LN			7.5									
WD-1358	2386 RED TAIL GLEN	15								20			
WD-1355	2408 RED TAIL GLEN			2.5									
WD-1352	409 LANTERN LN			2.5									
WD-1353	417 LANTERN LN			5									
WD-1346	2430 PRAIRIE FLOWER LN			2.5									
WD-1574	2460 PRAIRIE FLOWER LN			5									
WD-1060	2216 RED TAIL GLEN	5		5									
WD-1058	2232 RED TAIL GLEN			7.5									
WD-1598	2282-2284 RED TAIL GLEN			2.5									
WD-1597	2278-2280 RED TAIL GLEN			2.5									
1596	2274-2276 RED TAIL GLEN									15			
1059	2224 RED TAIL GLEN			5									
1562	303 CROSS GATE LN			5									
1423	411 SOUTHERN STAR LN			2.5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-1422	403 SOUTHERN STAR LN			2.5						10			
WD-1419	373 SOUTHERN STAR LN			2.5									
WD-1418	361 SOUTHERN STAR LN			2.5									
WD-1561	302 CROSS GATE LN			2.5									
WD-1560	310 CROSS GATE LN			2.5									
WD-1559	322 CROSS GATE LN			5									
WD-1557	348 CROSS GATE LN			5									
WD-1556	356 CROSS GATE LN			2.5									
WD-1555	360 CROSS GATE LN			2.5									
WD-1552	396 CROSS GATE LN			5									
WD-1551	404 CROSS GATE LN			2.5									
WD-1550	412 CROSS GATE LN			2.5									
WD-1402	384 SOUTHERN STAR LN			10									
WD-1401	398 SOUTHERN STAR LN			5									
WD-1345	411 ARBORVITAE LN			2.5									
WD-1344	403 ARBORVITAE LN			17.5									
WD-1343	397 ARBORVITAE LN			5									
WD-1341	373 ARBORVITAE LN			5									
WD-1339	361 ARBORVITAE LN			5									
WD-1337	345 ARBORVITAE LN			5									
WD-1334	313 ARBORVITAE LN			2.5									
WD-1333	301 ARBORVITAE LN			12.5									
WD-1332	300 ARBORVITAE LN			2.5									
WD-1331	312 ARBORVITAE LN			2.5									
WD-1327	352 ARBORVITAE LN			7.5			10						
WD-1326	360 ARBORVITAE LN			5									
WD-1325	368 ARBORVITAE LN			7.5									
WD-1324	372 ARBORVITAE LN			17.5									
WD-1323	384 ARBORVITAE LN			2.5									
WD-1093	335 LANTERN LN			7.5									
WD-1094	343 LANTERN LN			5									
	Lantern/Old Ivy (SE Corner)										10 (DWF)		
WD-1318	398 LANTERN LN			10									
WD-1317	388 LANTERN LN			2.5									
WD-1316	374 LANTERN LN			10									
WD-904-W-35	313 WATERVIEW RD			5									
WD-1088	302 LANTERN LN			5									
WD-1087	310 LANTERN LN			17.5									
WD-1086	318 LANTERN LN			15									
WD-1085	326 LANTERN LN			10									
1084	334 LANTERN LN			10									
1083	342 LANTERN LN			17.5									
904-W-32	349 WATERVIEW RD			10									
1080	361 WATERVIEW RD			7.5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-1079	373 WATERVIEW RD			7.5									
WD-1078	385 WATERVIEW RD			5									
WD-1363	400 LANTERN LN			5									
WD-1361	407 WATERVIEW RD			2.5									
WD-1075	2402 OLD IVY RD			7.5									
	Waterview/Red Tail Glen (SE Corner)					15							
	Old Ivy/Lantern (NW Corner)					5							
WD-1025-15	2295 HOPF LN			2.5									
WD-1025-14	2289 HOPF LN			7.5									
WD-1025-13	2277 HOPF LN												
WD-1025-11	2253 HOPF LN			5									
WD-1025-10	2251 HOPF LN			5									
WD-D0095	2232-2234 LOST DAUPHIN RD			2.5									
WD-D0096	2242 LOST DAUPHIN RD			2.5									
WD-D0097	2256 LOST DAUPHIN RD					5							
WD-1024-5	2301 SHANNON MARIE CT			10									
WD-904-W-2	2312 LOST DAUPHIN RD			5									
WD-904-W-5	2336 LOST DAUPHIN RD			5									
WD-904-W-6	2344 LOST DAUPHIN RD			5									
WD-904-W-8	2360 LOST DAUPHIN RD			2.5									
WD-904-W-9	2368 LOST DAUPHIN RD			5									
WD-904-W-10	2376 LOST DAUPHIN RD			7.5									
WD-904-W-11	2384 LOST DAUPHIN RD			5									
WD-904-W-12	2392 LOST DAUPHIN RD			7.5									
WD-904-W-13	2391 HOPF LN			2.5								5	
WD-904-W-14	2383 HOPF LN			7.5									
WD-904-W-15	2375 HOPF LN			5									
WD-904-W-16	2367 HOPF LN			2.5									
WD-904-W-17	2359 HOPF LN			17.5									
WD-904-W-18	2351 HOPF LN			7.5									
WD-1454	1573 RED MAPLE RD			5									
WD-1030-5	1514 N HONEYSUCKLE CI			10									
WD-1030-2	1530 N HONEYSUCKLE CI			5									
WD-1030-8	1502 N HONEYSUCKLE CI			5									
	Honeysuckle/Lawrence												10 (DWF)
WD-1438	1561 SILVER MAPLE DR			5									
WD-1432	1576 SILVER MAPLE DR			5									
WD-1429	1544 SILVER MAPLE DR			2.5									
WD-1428	1536 SILVER MAPLE DR			2.5									
WD-1120	1537 WILD ROSE DR			5									
1121	1545 WILD ROSE DR			10									
1124	1561 WILD ROSE DR	5		15									
1030-16	1543 N HONEYSUCKLE CI			5									
1030-15	1537 N HONEYSUCKLE CI			5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-1030-12	1517 N HONEYSUCKLE CI			5									
WD-1118	1530 WILD ROSE DR	10		7.5									
WD-1117	1538 WILD ROSE DR			2.5									
WD-1114	1562 WILD ROSE DR	5		5									
	Lawrence/Wild Rose					5							
WD-1146	1758 BRIDGE PORT LN			5									
WD-1143	2179 LAWRENCE DR			10									
WD-1142	2171 LAWRENCE DR			5									
WD-1141	2163 LAWRENCE DR			10									
WD-1148	2067-2077 BRIDGE PORT CT			5									
WD-1468	1776 MAXWELL CT			5									
WD-1156	1799 BRIDGE PORT LN			2.5									
WD-1266	2191 LAWRENCE DR			2.5									
	Bridgeport/Lawrence (SE Corner)												25
	Lemon/Lawrence (NE Corner)					5							
WD-1752	2401 LAWRENCE DR			10									
WD-1751	2407 LAWRENCE DR			5									
WD-1749	2419 LAWRENCE DR			2.5									
WD-1748	2425 LAWRENCE DR			7.5									
WD-1746	2437 LAWRENCE DR			5									
WD-1745	2443 LAWRENCE DR			5									
WD-1742	2442 KILRUSH RD			7.5									
WD-1741	2436 KILRUSH RD			2.5									
WD-1788	2447 LAWRENCE DR			5									
WD-1789	2449 LAWRENCE DR			7.5									
	Lawrence/Burgoyne (SE Corner)					5							
	County Claire/Kilrush (NW Corner)					10							
WD-1732	1761 GALWAY LN			2.5									
WD-1731	2449 KILRUSH RD			12.5									
WD-1713	2464 BALLYVAUGHAN RD			2.5									
WD-1712	2458 BALLYVAUGHAN RD			2.5									
WD-1708	2467 KILRUSH RD	5											
WD-1703	2478 KILRUSH RD			5								5	
WD-1699	2454 KILRUSH RD			5									
WD-1878	1739 COUNTY CLARE RD			2.5									
WD-1877	2447 TULLIG PL			2.5									
	Ballyvaughan/County Claire (SW Corner)					10							
WD-1277	1789 STOCK LN			2.5									
WD-1501	1790 BURGOYNE CT			5									
WD-1691	2335 LAWRENCE DR			5									
1689	2323 LAWRENCE DR			10									
1688	2317 LAWRENCE DR			10									
1686	2310 SAMANTHA ST			7.5									
1682	2326 SAMANTHA ST			2.5									

PROJECT 14-05				VERTICAL DISPLACEMENT									
PROPERTY AND SIDEWALK REPAIR LISTING		HORIZONTAL DISPLACEMENT		PRIVATE	CITY			PROFILE VARIATION		SURFACE IMPERFECTION		OTHER	
PARCELID	LOCATION	PRIVATE	CITY		G	M	R	PRIVATE	CITY	PRIVATE	CITY	PRIVATE	CITY
WD-1681	2330 SAMANTHA ST			2.5									
WD-1680	2334 SAMANTHA ST			5									
WD-1284	2284 SAMANTHA ST											5	
WD-1585	2261 LAWRENCE DR											15	
WD-1583	2245 LAWRENCE DR			2.5									
WD-1302	2221 LAWRENCE DR			2.5									
WD-1303	2229 LAWRENCE DR			2.5									
WD-1304	2237 LAWRENCE DR			2.5									
WD-1295	2231 NICK LN			5									
WD-1291	2230 SAMANTHA ST			5									
WD-1289	2246 SAMANTHA ST			2.5									
WD-1288	2254 SAMANTHA ST			2.5									
WD-1308	1760 MENEAU DR			2.5									
WD-1307	2217 NICK LN			7.5									
WD-1309	1761 LEMON LN			5									
	Lemon/Samantha (SW Corner)					5							
	Nick/Meneau (NE Corner)					5							
WD-1130	1906 SNOWY OWL CT			5									
WD-1129	1901 SNOWY OWL CT			5									
	Lawrence/Daytona (NW Corner)		5										
WD-1209	2377 TALLADEGA SPEEDWAY			5									
WD-1199	2333 TALLADEGA SPEEDWAY			5									
WD-1198	2329 TALLADEGA SPEEDWAY			10									
WD-1185	2327 POCONO CT			5									
WD-1177	2364 DAYTONA SPEEDWAY			2.5									
WD-1176	2368 DAYTONA SPEEDWAY			5									
WD-1175	2372 DAYTONA SPEEDWAY			2.5									
WD-1174	2376 DAYTONA SPEEDWAY			5									
WD-1170	2398 DAYTONA SPEEDWAY			7.5									
WD-1169	2388 LAWRENCE DR			2.5									
WD-1168	2392 LAWRENCE DR			2.5									
WD-1167	2396 LAWRENCE DR			2.5									
	Talladega/Daytona (SE Corner)												New Ramp

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
2009	West side of Fox River, west of RR tracks, north of Grant Street
2010	West side of Fox River, west of RR tracks, Grant to Scheuring
2011	East side of Fox River, north of Charles, west of Webster
2012	East side of Fox River, north of Charles, east of Webster
2013	West side of Fox River, east of RR tracks, north of Scheuring
2014	West side of Fox River, south of Scheuring Road
2015	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2016	East side of Fox River, south of Charles, east of Jordan/Ontario

GUIDELINES

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

NOTE: Ramping of Vertical Displacement or Resurfacing concrete with slurry and epoxy sealers is NOT an acceptable repair.

City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-4072 x2239
Fax: 920-339-4071
Cell: 920-693-1019

Karen Heyrman
Assistant City Engineer
kheyрман@mail.de-ere.org
www.de-pere.org

May 13, 2014

«OWNERMAIL_1»
«OWNERMAIL_3»
«OWNERMAIL_4»

DEAR PROPERTY OWNER:

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

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

--- Individual sections are sprayed with a spot of green paint. Note that multiple sections may also be marked in this way. Multiple sections were marked with a green arrow on both sides of the sidewalk in need of correction. This indicates that all sections between and including the arrows should be repaired. Repair of defects marked green are the property owners responsibility.

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

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

The findings of the Engineering Department were reported to the Board of Public Works on May 12, 2014. Upon review the Board ordered the following footage repairs:

ADDRESS	HORIZONTAL DISPLACEMENT	VERTICAL DISPLACEMENT	PROFILE VARIANCE	SURFACE IMPERFECTION	OTH
«LOCATION»	«HORIZONTAL__DISPLACEMENT»	«VERTICAL__DISPLACEMENT»	«PROFILE__VARIATION»	«SURFACE_IMPERFECTION»	«OT»
«PARCELID»					

The order allows you to make the corrections yourself or to arrange to have them made by a duly licensed sidewalk contractor (visit www.de-pere.org) of your choice on or before June 30, 2014. Any work remaining after that date will be done by the City by contract. If you make any repairs by mudjacking or filling with concrete epoxy, please contact the Engineering Department by June 15, 2014 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The preliminary 2014 cost for replacement of 4" sidewalk is \$27.83 per foot (\$139.15 per 5' slab) and the cost of 6" driveway is \$29.00 per foot (\$145.00 per 5' slab). **Sidewalk that is replaced by the City Contractor will be seeded. The Homeowner is required to water and maintain.**

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

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Scott Lax with the City Engineering Department at 339-4072, extension 2232.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen Heyrman, P.E.
Assistant City Engineer

2014

PRELIMINARY ASSESSMENT

SIDEWALK & SIDEWALK REPLACEMENT

NEW 4" SIDEWALK

4-Inch Concrete	\$3.80
Excavation and Basecourse	0.99
Eng., Admin., & Cont.	<u>1.20</u>
TOTAL	\$5.99/S.F. = \$29.95/L.F.

NEW 6" DRIVEWAY

6-Inch Concrete	\$4.25
Excavation and Basecourse	1.10
Eng. Admin., & Cont.	<u>1.34</u>
TOTAL	\$6.69/S.F. = \$33.45/L.F.

REPLACEMENT 4" SIDEWALK

Remove and Replace 4-Inch Concrete	\$4.65
Basecourse	.12
Eng., Admin., & Cont.	<u>1.19</u>
TOTAL	\$5.96 S.F. = \$27.83/L.F.

REPLACEMENT 6" DRIVEWAY

Remove and Replace 6-Inch Concrete	\$4.85
Basecourse	.12
Eng., Admin., & Cont.	<u>1.24</u>
TOTAL	\$6.21/S.F. = \$29.00/L.F.

City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-4072 x2239
Fax: 920-339-4071
Cell: 920-693-1019

Karen Heyrman
Assistant City Engineer
kheyрман@mail.de-ere.org
www.de-pere.org

May 13, 2014

«OWNMAIL1»
«OWNMAIL3»
«OWNMAIL4»

Re: «LOCATION», «PARCELID»

DEAR PROPERTY OWNER:

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

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

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

--- Sections in need of repairs are marked with green or white paint.

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

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

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

The sidewalk construction is scheduled to begin on July 7th, 2014.

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

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Scott Lax with the City Engineering Department at 339-4072, extension 2232.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen Heyrman, P.E.
Assistant City Engineer

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Intergovernmental Agreements with the Town of Lawrence*

At the 2/11/13 Board of Public Works (BOPW) meeting, staff had brought forward for consideration of extending deferred assessments for parcel WD - D0104 and parcel WD -L496 abutting Lost Dauphin Road. (See attached 2/4/13 memo). The BOPW voted to extend the deferred assessments on the two parcels along Lost Dauphin Road for three (3) years. (See attached 2/11/13 BOPW meeting minutes). As indicated by staff at this meeting, other items needed to be addressed with the Town of Lawrence before the Town would agree to the extension.

Since the 2/11/13 BOPW meeting, the Town of Lawrence and City staff have met to discuss the terms of the deferred assessment and have agreed upon the following:

1. The assessments for parcels WD-D0104 & WD - L496 shall be extended until December 31, 2017. (See attached map)
2. The Town of Lawrence time frame to construct its own water mains and cease utilizing City water mains as the non-emergency source of potable water shall be extended until December 31, 2017.

The original 2005 agreement with the Town was the City would provide water to the Town residents until such time the Town was provided water from the Central Brown County Water Authority (CBCWA) and the Town had installed its own water main commencing at a point at the north line of the Barrington Point Subdivision (See attached map). At this time, the Town has not installed its water main and this agreement will extend the Town's requirement to install water main until December 31, 2017.

Staff recommends approving the following intergovernmental agreements:

1. Amendment to Agreement Waiving Notice and Agreeing to Assessment. (See attached)
2. Second Amendment to Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a

Water and Sewer Main Project Along Lost Dauphin Road. (See attached)

ATTACHMENTS:

- Town of Lawrence Intergovernmental Agreements 050714 (PDF)

2/11/13 DUNN

ITEM 6

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer
Date: February 4, 2013
Subject: Consider Extension of Deferred Assessment – WD-D0104 and WD-L496

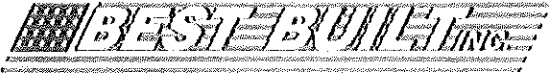
The City has received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road.

In 2007, the City, town of Lawrence, and two property owners (Best Built and Helen Garrity) entered into agreements to defer special assessments for sewer and water against properties in the city for a period of five years (see attached Agreement Waiving Notice and Agreeing to Assessment). Sewer was extended along Lost Dauphin Road as an extension of earlier sewer service to town properties along Lost Dauphin Road. Water was extended to town properties for a 5-year period in advance of CBCWA water being available. The Best Built and Garrity properties received the 5-year deferment in order for them to create plans to develop their properties since they did not request the improvements (they were installed in front of their properties on the way to the Lawrence properties.) The Garrity property has been sold and assessments paid.

Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Agreement calls for the city to reimburse the Town as the property owner pays off the assessments. The town has indicated to city staff that it is amenable to updating the agreement to continue deferral of the Best Built assessments. Other terms of an extension of the Agreement have not been ironed out.

Since the deferment agreement was signed, the real estate market deteriorated and housing demand significantly decreased such that Best Built has not yet developed their property. The City has experienced an uptick in residential development in the last year. At this time, the City is facing a shortage of buildable single-family residential lots.

While the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff has no recommendation for or against the deferral.



3100 Holmgren Way
Green Bay, WI 54304

Phone: 920/337-6488
Fax: 920/337-1973
Email: Build@BestBuiltInc.com

December 12, 2012

City of De Pere
Judith Schmidt-Lehman-City Attorney
335 S. Broadway
De Pere, WI 54115

Re: Request to Extend Assessment Deferral

Dear Judy:

Enclosed please find an initial request for a deferral extension as well as a City of De Pere response to our request. To date we have not been contacted since your last letter and we are still hoping to obtain the requested deferral. As I noted in our original deferral the construction market has been extremely limited. We are hoping to receive this deferral since such a large portion of this remaining parcel is still undeveloped.

In closing, I would certainly be willing to meet with the city to discuss our request in more detail. Please contact me at your soonest convenience. Thank you.

Respectfully,
Best Built

A handwritten signature in black ink, appearing to read "Craig Kassner".

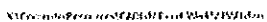
Craig Kassner
President

Enclosures
cc: Mayor Michael Walsh

☐ Construction

☐ Development

www.BestBuiltInc.com



AGREEMENT WAIVING NOTICE AND AGREEING TO ASSESSMENT

THIS AGREEMENT, made and entered into this 3RD day of April 2007, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Town of Lawrence, a Wisconsin municipal town ("Town") and Best Built Inc. ("Best Built") owning property along Lost Dauphin Road, De Pere, Wisconsin.

RECITALS

WHEREAS, the City has approved an Intergovernmental Agreement Regarding Planning and Implementation of Water Distribution and Sanitary Sewer System Projects with the Town of Lawrence whereby sewer and water improvements will be extended from their current location in the City on Lost Dauphin Road right-of-way south into the Town of Lawrence; and

WHEREAS, the Town will contract for the design and construction of the sewer and water main extension; and

WHEREAS, the City agrees to reimburse the Town for the City portion of the project costs; and

WHEREAS, Best Built owns real property abutting that area of Lost Dauphin Road through which improvements will be constructed by the Town of Lawrence specifically on Tax Parcels WD-D0104 and WD-L496; and

WHEREAS, the Best Built property on Lost Dauphin Road will be benefited by such sewer and water improvements.

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

1. Best Built on its own behalf and on behalf of any and all successors in interest, freely and voluntarily waive any right it may have to notice of sewer and water

Best Built Special Assessment Waiver
Page 2 of 3

improvement construction for Parcels WD-D0104 and WD-L496, located on Lost Dauphin Road or notice of public hearing on such issue and further agree as follows:

a. That said property be assessed per front foot for the 1745.02 front feet of said property abutting Lost Dauphin Road for the sewer and water improvements fronting such property. It is the intent of the parties that Best Built be assessed in accordance to the City of De Pere Assessment Policy which is as follows:

- i. Payment on the assessments levied by City shall be deferred up to five (5) years from the issuance of Notice of Substantial Completion of the Improvements for improvements adjacent to undeveloped land.
- ii. Said deferrals shall cease and the amount assessed due and payable the earliest of:
 - a. Connection to the sewer or water;
 - b. Transfer of ownership of the parcel or part of parcel against which such assessment is levied. If title to part of the parcel against which assessment is levied is transferred, only such assessment which is attributable to the part transferred shall become due and payable; or
 - c. Expiration of five (5) years; or
 - d. Assessments against parcels not transferred may, after the expiration of the 5-year deferral, be paid in cash within 30 days of invoice or in five (5) annual installments, together with interest on the unpaid balance at the rate established by the Common Council at the time the deferral period ceases.

Best Built Special Assessment Waiver
Page 3 of 3

- b. That the method of determining the assessment rate (front foot) is reasonable.
 - c. That Best Built waives any and all right or recourse it may have through State or Federal Court pursuant to Section 66.0703, Wis. Stats., or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Best Built, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
2. The City of De Pere agrees to levy the sewer and water assessments against parcel WD-L500-1 and WD-L505-1 in accordance with the City of De Pere Assessment Policy as described in this Agreement.
3. The City of De Pere agrees to pay the Town of Lawrence any and all collected sewer and water assessments from Best Built against parcel WD-D0104 and WD-L496 within thirty (30) days of collection.
4. Best Built agrees to pay a maximum final assessment no more than ten percent (10%) above the original projected assessment rate of \$56.00 per lineal foot.

CITY OF DE PERE

Michael J. Walsh, Mayor

Charlene M. Peterson, Clerk-Treasurer

TOWN OF LAWRENCE

Tom Peroock, Town Chairman

Judy Benz, Town Clerk

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BEST BUILT INC.

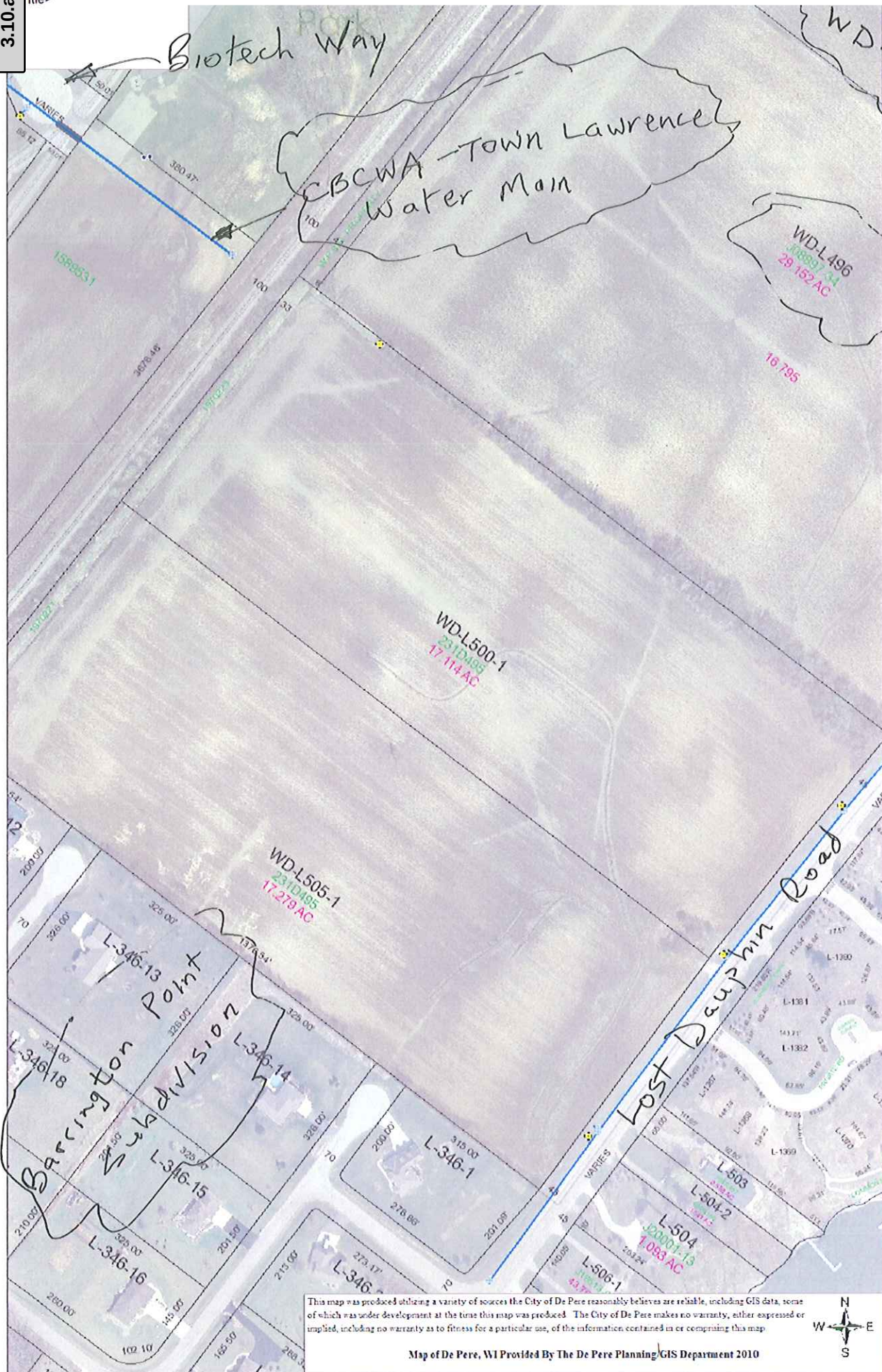
CRAIG KASSNER
Print Name:

Craig Kassner
Print Name:

past for sidewalk construction on cul-de-sacs and when that requirement had been changed to exclude the construction of sidewalks in cul-de-sacs. A request was made to revisit this, although it was stated that the City is no longer planning cul-de-sacs. Mayor Walsh moved to open the meeting at 7:54pm, seconded by Alderperson Boyd, unanimously passed. Ryan Hopf at 1503-1505 Red Maple Road, asked for clarification for his property. City Engineer Rakers shared that it was just for the Red Maple Road side of his property. Mayor Walsh moved to return to regular order at 7:57pm, seconded by Alderperson Boyd, upon vote it passed unanimously. Alderperson Bauer moved to order in sidewalks for the listed locations as part of the 2013 sidewalk program, Alderperson Crevier seconded the motion. Upon vote the motion passed unanimously.

6. Consider Extension of Deferred Assessment – WD-D0104. The City had received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road. City Engineer Rakers informed the Board that the City and the Town of Lawrence and two property Owners (Best Built and Helen Garrity) in 2007 had entered into agreements to defer special assessments for sewer and water against their two properties for a 5-year period. Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Garrity property has been sold and assessments paid. Best Built was asking for an extension to the 2007 deferment due to the real estate market deterioration and decrease in housing demand such that Best Built has not yet developed their property. City Engineer Rakers explained that while the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff had no recommendation for or against the deferral. Alderperson Bauer moved to open the meeting at 8:02pm, seconded by Alderperson Boyd, the motion passed. Craig Kassner, 1500 Waterford Drive, Green Bay, WI, shared that Best Built has no desire to make more street improvements at this time due to the debt burden that it would cause. Discussion followed regarding the length of the deferment and Craig Kassner agreed that a three year deferment would be good. Alderperson Bauer moved to return to regular order at 8:04pm, seconded by Alderperson Boyd, upon vote, motion passed. Discussion followed indicating that the money in question was the Town of Lawrence money. Alderperson Bauer moved to extend the deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road for 3 years, Alderperson Boyd seconded the motion. Alderperson Kneiszel voted nay, all others voted aye.

7. Consider Approval of Minutes of Parking and Traffic Team, January 15, 2013. City Engineer Rakers explained two items for action. The first item was to clarify with new signage the parking regulations for the 400 and 500 block of Erie Street (Merrill to Chicago). Engineer Rakers explained that this would not change the ordinance; the signs would be to match the current parking behavior. It was suggested that notices be sent to the whole block regarding the new signage. Mayor Walsh moved to correct the signage between the 400 and 500 block of Erie Street, motion seconded by Alderperson Boyd, motion passed unanimously. The second item was a recommendation presented by City Engineer Rakers to place a curve sign at a curve in the 400 block of 9th Street. Engineer Rakers shared that there have been



Barrington Point Subdivision



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

05/07/2014
Scale 1:4800

AMENDMENT TO AGREEMENT WAIVING NOTICE AND AGREEING TO ASSESSMENT

WHEREAS, the City of De Pere ("City"), Town of Lawrence ("Town") and Best Built, Inc. ("Best Built") are parties to an Agreement Waiving Notice and Agreeing to Assessment dated April 3, 2007 ("the Agreement") regarding installation of public improvements benefitting property along Lost Dauphin Road in the City of De Pere, Wisconsin, a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the parties to the Agreement wish to extend the deadline for payment of special assessments related to those public improvements as provided in this Amendment.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The period of assessment deferral identified in paragraphs 1.a.i. and 1.a.ii.c and d of the Agreement are hereby extended and revised from five (5) years to December 31, 2017.
2. All other terms, conditions, obligations and requirements of the Agreement remain unchanged by this Amendment.

Dated this 14th day of April, 2014.

CITY OF DEPERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

BEST BUILT, INC.

Craig Kassner, President

TOWN OF LAWRENCE

John Klasen, Chair

Jennifer L. Messerschmidt, Clerk-Treasurer

**SECOND AMENDMENT TO SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE TOWN OF LAWRENCE
REGARDING THE PLANNING AND IMPLEMENTATION OF A
WATER AND SEWER MAIN PROJECT ALONG
LOST DAUPHIN ROAD**

This is the Second Amendment to the Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a Water and Sewer Main Project Along Lost Dauphin Road, dated May 21, 2007 and amended July 30, 2007, and entered into pursuant to Wis. Stat. §66.0301, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and the Town of Lawrence, a Wisconsin town ("Town"), as a supplement to the original Agreement between these same parties originally dated July 28, 2005 in connection with water distribution and sanitary sewer system projects.

RECITALS

WHEREAS, the City and Town entered into the above-referenced Supplemental Agreement dated May 21, 2007, as amended dated July 30, 2007 (herein "the Agreement"); and

WHEREAS, the Agreement provided for deferral of special assessments for a five (5) year period after completion of construction; and

WHEREAS, the parties wish to extend the terms of the deferral in the Agreement.

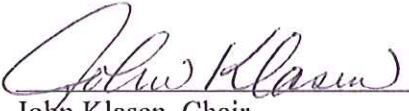
NOW THEREFORE, upon the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. The period of assessment deferral identified in paragraphs 13.a.i and 13.a.ii in the First Amendment to the Supplemental Agreement is hereby extended and revised from five (5) years to December 31, 2017.

2. Except for the area along Lost Dauphin Road described in paragraph I.A.2 of the original Agreement, the time frame for Town to construct its own water mains and cease utilizing City water mains as the non-emergency source of potable water under paragraph I.A shall be revised to December 31, 2017.
3. All other terms, conditions, obligations and requirements of the Agreement remain unchanged by this Amendment.

Dated this 14th day of April, 2014.

TOWN OF LAWRENCE


John Klasen, Chair


Jennifer L. Messerschmidt, Clerk-Treasurer

CITY OF DEPERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Merrill Tower Cleaning & Coating Repair Contract*

The Merrill Tower was constructed in 1960 and was last painted inside and out in 2003. The tower is in need of cleaning and with some spot repair of the existing coating.

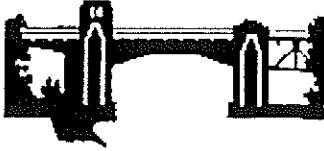
Staff solicited six (6) companies for proposals and has received the following quotes for performing the cleaning and coating repair:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 3,800
Badger Specialty Coatings & Construction, Janesville, WI	= \$ 19,445
Classic Protective Coatings, Menomonie, WI	= \$ 25,500
Elite National Tank & Tower, Evansville, IN	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Midwest Mobile Washers, Morrison, IL	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. of Lodi, WI in the amount of \$3,800. The 2014 water utility budget has \$15,000 allocated for the cleaning and coating repair.

ATTACHMENTS:

- Merrill Tower Cleaning & Coating Repair Contract 050514 (PDF)



City of De Pere

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

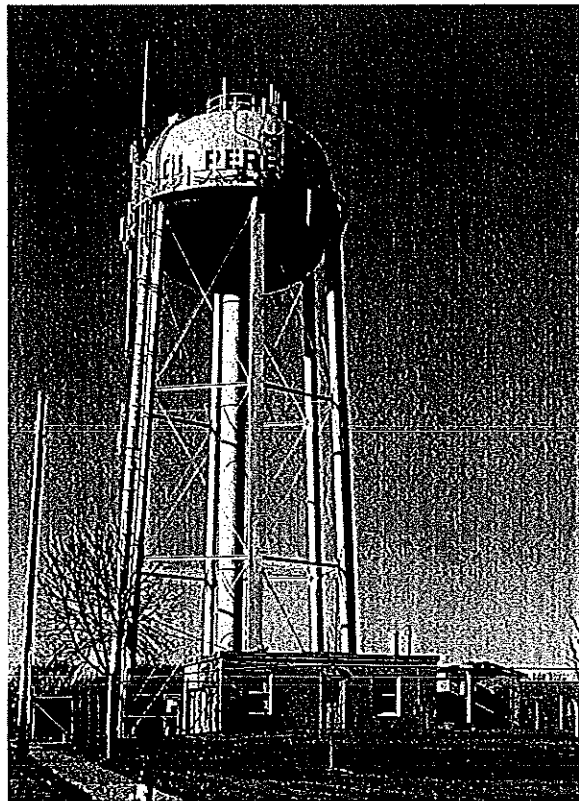
Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 11, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Merrill Tower Cleaning & Coating Repair

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repair of the Merrill 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 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003.



Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Chlorinated power washing followed with post-wash rinse of mildew inhibitor.
3. Repair of delaminated coating estimated to be no more than 50 square feet.
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.

Schedule:

The City's intent is to complete the tower cleaning and coating repair activities by October 1, 2014.

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, non-owned, 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.
- 5.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.

2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals 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

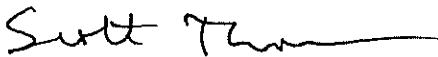
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Exterior Cleaning and Coating Repair of Merrill St. 250k Gallon Tower Includes chlorinated power washing followed with a post wash rinse of mildew inhibitor. Any delaminated coating will be removed and feathered into the surrounding tightly adhered coating. The surface will be lightly abraded with hand tools to create scarification in the coating and ensure proper adhesion of the new coating. A color matching polyurethane finish coat will be applied to match the surrounding color. Surface area of delaminated coating is estimated to be no more than fifty square feet.	\$3800.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$3800.00

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

References



CLEAN & COAT, INC.

Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACCORDANT CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
-	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COMPROP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)
-	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE
-	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
-	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STAT- ☐ OTHER TORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
-	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Curt Walters
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014

NAMED INSURED Watertown Clean & Coat, Inc.

NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555

INSURANCE COMPANY NAME: National Fire & Marine Insurance Company

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit <u>\$ 1,000,000.</u> Damage to Premises Rented <u>\$ 100,000.</u> Medical Expense Limit (Any One Person) <u>\$ 5,000.</u> Personal & Advertising Injury Limit <u>\$ 1,000,000.</u> General Aggregate Limit <u>\$ 2,000,000.</u> Products-Completed Operations Aggregate Limit <u>\$ 2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate issued by:

By Ryan M. Knudt

Northern States Agency, Inc. (Company General Agent)

Retail Producing Agent:
 Statewide Services, Inc.
 P.O. Box 5555
 Madison, WI 53705-0555

CERTIFICATE OF LIABILITY INSURANCE

04/21/2014 10:29 AM

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 STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME: Northern States Agency, Inc. PHONE (A/C. No. Ex): 6516462651 FAC (A/C. No): E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL INDEMNITY COMPANY</td> <td>20087</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL INDEMNITY COMPANY	20087	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NATIONAL INDEMNITY COMPANY	20087														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555															

COVERAGES

CERTIFICATE NUMBER: 158,685

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	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per Person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS	OTH-ER
							E. L. EACH ACCIDENT	\$
							E. L. DISEASE - EA EMPLOYEE	\$
							E. L. DISEASE - POLICY LIMIT	\$
								\$
								\$

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

Year, Make, Model, VIN	Collision	Camp or Spec. Caus.	Stated Amount	Phys Dam. Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
Scott Thoresen
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

ACORD 25 (2010/05)

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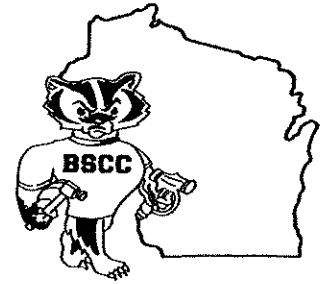
M-5652 (11/2011)

The ACORD name and logo are registered marks of ACORD

BADGER SPECIALTY COATINGS & CONSTRUCTION

SAFETY & QUALITY FOREMOST

**109 UNION STREET
JANESVILLE, WI 53548
Phone 608 290 3500 Fax 608 563 2416**



DATE: APRIL 30, 2014

TO: CITY OF DEPERE

Attn. Scott Thoresen

Ph.

Fax:

Email:

FOR:

MERRILL TOWER CLEAN AND SPOT REPAIR

	AMOUNT
THIS QUOTE IS FOR THE HIGH PRESSURE CLEAN AND ING REPAIR WITH TNEMEC SERIES 73 WE WILL HAVE COATING COLOR MATCHED. WE WILL PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO DO THIS JOB IN A SAFE EFFICIENT MANNER.	\$ 19,445.00

- 1) City of JANESVILLE, WI CLEAN AND COAT 750,000 GALLON TANK 2013 JANESVILLE WATER UTILITY
- 2) LAKELAWN LODGE DELAVAN, WI CLEAN AND REPAIR 2012 DAVE SEKARES 262 745 1707
- 3) GENEVA NATIONAL CLEAN SPOT BLAST SPOT PRIME AND COMPLETE OVERCOAT 2014 PAT PRAHL 262 949 7715

Thank you for your business!

Classic
Protective Coatings
Wisconsin | Texas | Florida

Scott J. Thoresen P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115
920-339-8095 Office

May 1, 2014

Classic Protective Coatings, Inc. is in receipt of your request for quote to perform exterior tank washing, coating touch up of the 250,000 gallon elevated water tower "Merrill Street Tower" in De Pere, WI and provides the following:

CPC will provide rigging as needed to access the exterior surfaces to pressure wash clean the dirt, debris and other surface contaminants to return it to a clean appearance. We will utilize pressure washers with cleaning agent injection so we can remove surface contaminants and rinse clean. Exterior areas of corrosion and loose, flaking coatings will be spot tool cleaned and re-coated with appropriate coating system to match the tank.

Total Labor, Material and Equipment Installed\$25,500.00

Notes:

1. Tank may or may not need to be drained for our work depending on temps and coating application area.
2. Owner to provide hose bib for water hook up.
3. Payment terms NET 30.
4. CPC will list owner as additionally insured on our standard insurance certificates. We carry the following coverage's: Commercial General Liability \$1,000,000 per each occurrence and \$2,000,000 general aggregate, Umbrella Liability \$10,000,000 each occurrence, Automobile liability \$1,000,000 and workers compensation \$1,000,000 each occurrence.
5. All work will be completed during the 2014 painting season.
6. Please see our attached project reference list.

Thank you for the opportunity to provide this proposal to you if you have any questions or comments please feel free to contact me at 952-461-4459 or at brad@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____.

Above signers printed Name _____ Title _____ Date _____.

Respectfully,



Brad Smith
Estimator/Project Manager



N7670 State Highway 25 | Menomonie Wisconsin 54751-5928
Telephone 715-233-6267 | Facsimile 715-233-6268
www.classicprotectivecoatings.com



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Scheuring Reservoir Clean & Overcoat Contract*

The Scheuring reservoir was constructed in 1982 and was last inspected in 2010. It is in need of cleaning and an overcoat of paint applied.

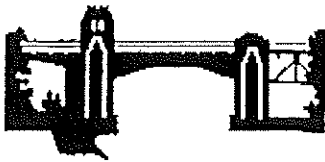
Staff solicited seven (7) companies for proposals and has received the following quotes for performing the cleaning and overcoating:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 14,200
Badger Specialty Coatings & Construction, Janesville, WI	= \$ 19,530
Classic Protective Coatings, Menomonie, WI	= \$ 27,200
Thul Specialty Contracting, Inc., Elk River, MN	= \$ 27,800
Elite National Tank & Tower, Evansville, IN	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Midwest Mobile Washers, Morrison, IL	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. of Lodi, WI in the amount of \$14,200. The 2014 water utility budget has \$20,000 allocated for the cleaning and overcoating.

ATTACHMENTS:

- Scheuring Reservoir Clean & Coat Contract 050514 (PDF)



City of De Pere

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

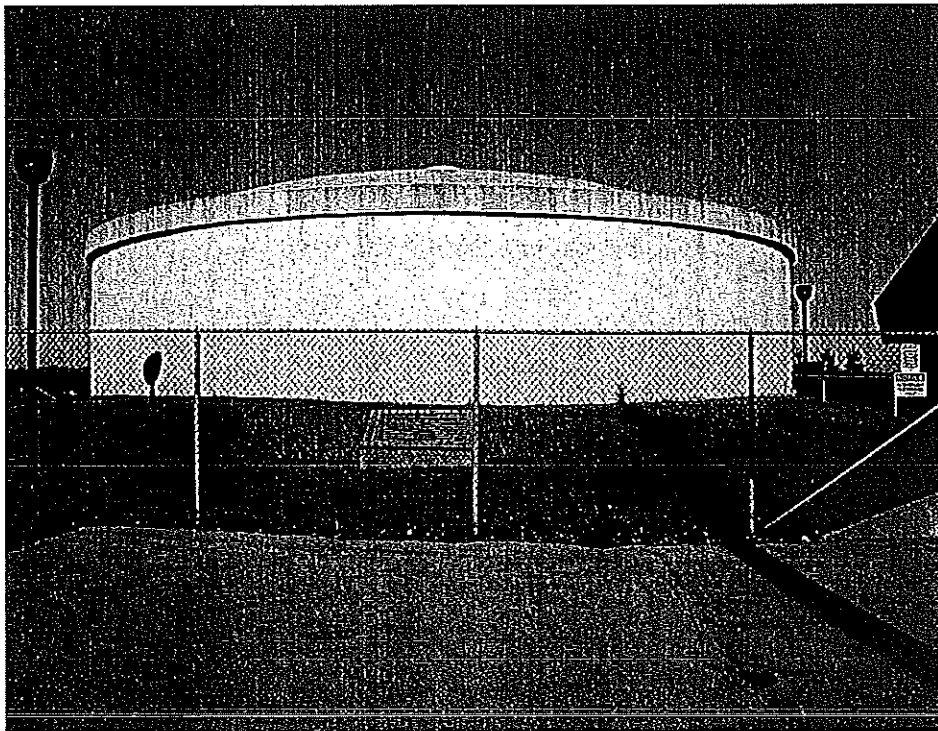
Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 11, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Scheuring Reservoir Cleaning & Over Coating

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and over coating of the Scheuring Road reservoir. The reservoir is a 250,000 gallon concrete ground storage reservoir that was constructed in 1982. (See picture below) The over flow height of the reservoir is 16 feet.



Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Aggressive power wash of entire reservoir.
3. Overcoat of Tnemec Series 180 Tneme-Crete or equivalent of entire reservoir
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.

Schedule:

The City's intent is to complete the reservoir cleaning and over coating activities by October 1, 2014.

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, non-owned, 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.
- 5.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.

2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals 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

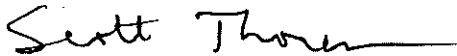
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Exterior Cleaning and Overcoat of the Scheuring Rd. Reservoir Includes aggressive chlorinated power washing. Any visible cracks will be filled and patched with a one part polyurethane sealant. The entire exterior surfaces of the reservoir will be coated with Themec[®] Series 180 Theme-Crete to achieve a dry film thickness of 4.0-10.0 mils (100-255 microns). The color will be chosen by the owner.	\$14,200.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$14,200.00

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

References



Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COMPROP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	WP 510286	05/07/2013	05/07/2014	☒ WC STATUS- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE, SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of Insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named Insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014NAMED INSURED Watertown Clean & Coat, Inc.NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555INSURANCE COMPANY NAME: National Fire & Marine Insurance CompanyINSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit <u>\$ 1,000,000.</u> Damage to Premises Rented <u>\$ 100,000.</u> Medical Expense Limit (Any One Person) <u>\$ 5,000.</u> Personal & Advertising Injury Limit <u>\$ 1,000,000.</u> General Aggregate Limit <u>\$ 2,000,000.</u> Products-Completed Operations Aggregate Limit <u>\$ 2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate Issued by:

By Ryan M. KnudtNorthern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2014 10:29 AM

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 STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME Northern States Agency, Inc. PHONE (A/C. No. E4) 6516462651 FAC (A/C. No.) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL INDEMNITY COMPANY NAIC # 20087 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555	

COVERAGES **CERTIFICATE NUMBER:** 158,685 **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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					VC STATU-TORY LIMITS ☐ OTH-ER ☐ E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
							\$

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

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
 Scott Thoresen
 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.

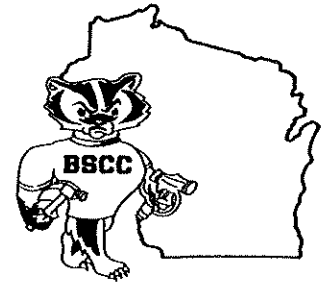
AUTHORIZED REPRESENTATIVE

Tom Y

BADGER SPECIALTY COATINGS & CONSTRUCTION

SAFETY & QUALITY FOREMOST

**109 UNION STREET
JANESVILLE, WI 53548
Phone 608 290 3500 Fax 608 563 2416**



DATE: APRIL 30, 2014

TO: CITY OF DEPERE

Attn. Scott Thoresen

Ph.

Fax:

Email:

FOR:

Sheuring road reservoir

	AMOUNT
THIS QUOTE IS FOR THE HIGH PRESSURE CLEAN AND COAT WITH TNEMEC SERIES 180 AS PER SPEC. WE WILL PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO DO THIS JOB IN A SAFE EFFICIENT MANNER.	\$ 19,530.00

- 1) City of Delavan storage tank 2012
- 2) Dana corporation Edgerton, Wi
- 3) 3=80'diameter storage tanks 2013 CG Schmidt Construction GL Dairy Project Middleton, Wi

Thank you for your business!



Scott J. Thoresen P.E.
 Director of Public Works
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115
 920-339-8095 Office

May 1, 2014

Classic Protective Coatings, Inc. is in receipt of your request for quote to perform exterior tank washing and roof coating of the 250,000 gallon Concrete ground storage reservoir "Scheuring reservoir" in De Pere, WI and provides the following:

CPC will provide rigging as needed to access the exterior surfaces to pressure wash clean the dirt, debris and other surface contaminants to return it to a clean appearance. We will utilize pressure washers with cleaning agent injection so we can remove surface contaminants and rinse clean. Exterior roof surfaces will be coated with two coats of Tnemec series 180 Tnemecrete at 4-8 mils each in owner selected color from Tnemec standard color chart.

Total Labor, Material and Equipment Installed\$27,200.00

Notes:

1. Tank will need to be drained for our work
2. Owner to provide hose bib for water hook up.
3. Payment terms NET 30.
4. CPC will list owner as additionally insured on our standard insurance certificates. We carry the following coverage's: Commercial General Liability \$1,000,000 per each occurrence and \$2,000,000 general aggregate, Umbrella Liability \$10,000,000 each occurrence, Automobile liability \$1,000,000 and workers compensation \$1,000,000 each occurrence.
5. All work will be completed during the 2014 painting season.
6. Please see our attached project reference list.

Thank you for the opportunity to provide this proposal to you if you have any questions or comments please feel free to contact me at 952-461-4459 or at brad@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____.

Above signers printed Name _____ Title _____ Date _____.

Respectfully,

Brad Smith
 Estimator/Project Manager



N7670 State Highway 25 | Menomonie Wisconsin 54751-5928
Telephone 715-233-6267 | Facsimile 715-233-6268
www.classicprotectivecoatings.com





THUL SPECIALTY CONTRACTING, INC.

April 29, 2014

Mr. Scott J. Thoresen P. E.
Director of Public Works
City of De Pere
925 South 6th Street
De Pere, WI 54115

RE: Request for Proposal
2014 Scheuring Reservoir Cleaning and Over Coating

Dear Mr. Thoresen

Thank you for inviting Thul Specialty Contracting, Inc. to provide this proposal.

We have reviewed the request for proposal and the as built drawings. It is our intention to provide protection of all surrounding areas and tank fixtures, to include protection of vent accesses. We will water blast the entire exterior of the reservoir using a 7,000 psi unit fixed with a zero tip oscillating nozzle. We will report any necessary surface repairs to you and negotiate the cost to complete those repairs. We will apply one 10 mil coat of Tnemec Series 180 over the entire exterior of the reservoir.

I voice concern about the time line for the proposed work. This work will have to be scheduled when the dew point is 5 degrees below the water temperature inside the tank, unless the tank is drained.

Thul Specialty Contracting, Inc. has been an industrial coatings contractor for 10 years. Our personnel have well over 100 combined years of experience coating municipal structures of this nature.

Thul Specialty Contracting will supply all equipment, labor and material to perform the proposed as follows:
Lump Sum \$27,800.00
(It is assumed that there is water access provided at this site)

Please contact me with questions or for clarification.

Sincerely:

Robert M. Thul
Thul Specialty Contracting, Inc.
bthul@thulspecialtycontracting.com

An Equal Opportunity Employer

Thul**THUL SPECIALTY CONTRACTING, INC.**

We're Trustworthy

Thul Specialty Contracting has earned a reputation across the Midwest for quality workmanship and timely service.

We're Experienced

Thul personnel have over 80 combined years of experience solving problems in Manholes and Wet Wells. We are knowledgeable and experienced providers of the latest technology for your rehabilitation needs.

We're Competitive

We work hard to offer you top quality, cost effective solutions at a fair price.

Thul Specialty Contracting is a Minnesota based, family owned company. In 1970, Bob Thul began his career in the water/ wastewater industry. His experience includes 10 years as a Public Works Superintendent and 15 years as a Manager and Principal in Collection System Rehabilitation Companies. In 2004 Bob Thul formed Thul Specialty Contracting, Inc. Since our inception we have worked hard to gain the respect and trust of our municipal, industrial and institutional clients.

- Manhole Repair and Rehabilitation
- Industrial Coatings
- Concrete Surface Restoration
- Waterproofing and Dampproofing
- Swimming Pool Surface Restoration
- RCP Joint Repair and Surface Rehabilitation in Culverts and Storm Sewers
- Extrusion and T-Lock Welding
- Abrasive and Water Blasting
- ppccoatings.com
- Chimney Seals, Inverts, Bases
- Castings, Lids, Grade Rings
- Sewer Force Main Pigging
- Water Main Pigging
- PE Pipe Fusing
- Culvert Lining
- Hydrant Repair

Safety

Thul Specialty Contracting is committed to the highest safety standards and to the well-being of our employees, subcontractors and those we work with directly and indirectly on the job. We work hard at the training and implementation of our safety program throughout each year with the goal of zero workplace and jobsite injuries.

Thul Specialty Contracting is:

- A member of the International Concrete Repair Institute
- Licensed, Bonded and Insured
- An Equal Opportunity Employer



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider 9th Street Reservoir Inspection Contract*

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The 9th Street reservoir was constructed in 1964 and was last inspected in 2009.

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

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 1,800
Dixon Engineering, Inc., of Hales Corner, WI	= \$ 2,050
Classic Protective Coatings, Menomonie, WI	= \$ 16,600
Elite National Tank & Tower, Evansville, IN	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Utility Service, Watertown, WI	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. Lodi, WI in the amount of \$1,800. In addition, staff recommends cleaning any sediment found in the tank during inspection for an additional \$300. The 2014 water utility budget has \$5,000 allocated for the inspection.

ATTACHMENTS:

- 9th Street Reservoir Inspection(PDF)



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 9, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 9th Street Reservoir Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the 9th Street reservoir. The reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2009 with a dry inspection. 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 reservoir for this inspection will require at a minimum a wet inspection.

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.

Schedule:

The City's intent is to complete the reservoir inspection activities by October 1, 2014.

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.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals 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

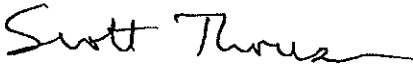
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Interior Wet Inspection of 9th Street 250k Gallon Reservoir WI DNR 5 Year Survey will be completed and forwarded to owner upon completion of inspection. The interior surfaces of the tank will be carefully inspected for any cracks or evidence of leaks. The report includes digital pictures and video of all aspects of the tank interior and exterior. Tank will be scrutinized for any deficiencies and compliance with current OSHA, AWWA, EPA and WI DNR regulations. A conditions report with recommendation and cost estimates for repairs is also included. Sanitation will be in accordance with C652-11 AWWA standard. The tank will remain in service during the inspection. Cleaning Option: Sediment will be evacuated from the tank while in service	\$1800.00 Add \$300.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

ACORD 101 CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COM/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STATUS- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE, SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Curt Walters
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014

NAMED INSURED Watertown Clean & Coat, Inc.

NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555

INSURANCE COMPANY NAME: National Fire & Marine Insurance Company

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit \$ <u>1,000,000.</u> Damage to Premises Rented \$ <u>100,000.</u> Medical Expense Limit (Any One Person) \$ <u>5,000.</u> Personal & Advertising Injury Limit \$ <u>1,000,000.</u> General Aggregate Limit \$ <u>2,000,000.</u> Products-Completed Operations Aggregate Limit \$ <u>2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
CITY OF DEPERE PUBLIC WORKS DEPARTMENT
SCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

This Certificate Issued by:

By *Ryan M. Knecht*

Northern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014 10:29 AM

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 STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME Northern States Agency, Inc. PHONE (A/C. No. E4) 6516462651 FAC (A/C. No) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL INDEMNITY COMPANY NAIC # 20087 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555	

COVERAGES **CERTIFICATE NUMBER:** 158,685 **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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐ E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$

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

Year, Make, Model, VIN	Collision	Comp or Spec. Caus	Stated Amount	Phys Dam Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
 Scott Thoresen
 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

CITY OF
De Pere
 WISCONSIN

PROPOSAL PRICE
 for CONSULTANT
 SERVICES

Request of Proposal

Project Name:

2014 9th Street Reservoir Inspection

Date: **05/02/14**

Firm:

Dixon Engineering, Inc.

Bid Authorized By:

Signature

2014 9th Street Reservoir Maintenance Inspection

TASK		
Review existing drawings; Conduct ROV Inspection of reservoir to meet WDNR requirments; Prepare report; Prepare WDNR report.	Total	\$ 2,050

1104 Third Avenue
Lake Odessa, MI 48849
Telephone 1-616-374/3221
Fax 1-616-374/7116

Scope of Work

I Scope of Services Performed by Owner:

1. Perform chlorine residuals and bacteriological testing after completion of the inspection
2. Fill the tank to overflow or higher capacity, and isolate it from the system during the Remote Operated Vehicle (ROV) inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.

II Scope of Services Performed by Professional:

1. Review existing drawings and as built of reservoir and any other pertinent information pertaining to the reservoir.
2. Conduct inspection of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
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. Perform visual inspection of concrete reservoir.
6. Inspect concrete surfaces for spalling, erosion, or other deterioration.
7. Inspect concrete for cracking, and quantify cracks, if any.
8. 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.)
9. Review all safety requirements for ladders, cages, etc., interior.
10. Review all health aspects of the reservoir, including screening of the vent, overflow pipe, and other possible contamination sources.
11. Review the exposed exterior concrete and other exterior material covering the reservoir.



CERTIFICATE OF LIABILITY INSURANCE

DIXONE1

OP ID:

DATE (MM/DD/YYYY)

04/21/2014

Packet Pg. 142

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.

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PRODUCER Blick Dillon Insurance 123 N Mitchell St P.O.B. 389 Cadillac, MI 49601 Pete Suminski		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
INSURED Dixon Engineering Inc William Dixon 1104 3RD Ave Lake Odessa, MI 48849-1191		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company INSURER B: Travelers Insurance Company INSURER C: US Specialty Ins Company INSURER D: INSURER E: INSURER F:	
		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	ADOLTSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	33007858	11/01/2013	11/01/2014	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		9536751600	07/01/2013	07/01/2014	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	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6KUB6B21622A13	10/13/2013	10/13/2014	☒ WC STATU-TORY LIMITS ☒ 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		USS1324111 \$25,000 DEDUCTIBLE	07/01/2013	07/01/2014	Ea Claim 1,000,000 Aggregate 1,000,000

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

When required by contract or written agreement, certificate holder is included as additional insured by endorsement for Commercial General Liability.

CERTIFICATE HOLDER

CANCELLATION

CIDE008

City of De Pere
 Director of Public Works
 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

Pete Suminski

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Scott J. Thoresen P.E.
 Director of Public Works
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115
 920-339-8095 Office

May 1, 2014

Classic Protective Coatings, Inc. is in receipt of your request for quote to perform tank inspection with DNR report of the 250,000 gallon ground storage reservoir "9th street reservoir" in De Pere, WI and provides the following:

CPC will provide rigging as needed to access the exterior and interior surfaces to perform tank inspection and DNR report. The interior will be drained for the inspection, after inspection the tank will be thoroughly rinsed out and disinfected in accordance with ANSI/AWWA C652 chlorination method 2. The owner will be responsible for draining and filling the tank as well as bacteriological testing prior to returning the tank to service. A complete inspection report including listed deficiencies as well as recommendations with color photos will be provided.

Total Labor, Material and Equipment Installed\$16,600.00

Notes:

1. Tank will need to be drained for our work
2. Owner to provide hose bib for water hook up.
3. Payment terms NET 30.
4. CPC will list owner as additionally insured on our standard insurance certificates. We carry the following coverage's: Commercial General Liability \$1,000,000 per each occurrence and \$2,000,000 general aggregate, Umbrella Liability \$10,000,000 each occurrence, Automobile liability \$1,000,000 and workers compensation \$1,000,000 each occurrence.
5. All work will be completed during the 2014 painting season.
6. Please see our attached project reference list.

Thank you for the opportunity to provide this proposal to you if you have any questions or comments please feel free to contact me at 952-461-4459 or at brad@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____.

Above signers printed Name _____ Title _____ Date _____.

Respectfully,

Brad Smith
 Estimator/Project Manager



N7670 State Highway 25 | Menomonie Wisconsin 54751-5928
Telephone 715-233-6267 | Facsimile 715-233-6268
www.classicprotectivecoatings.com



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Merrill Tower Inspection Contract*

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Merrill Tower was constructed in 1960 and was last inspected in 2009.

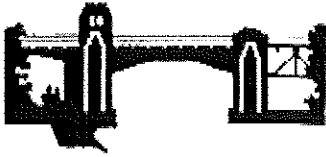
Staff solicited six (6) companies for proposals and has received the following quotes for performing the above inspections:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 1,800
Dixon Engineering, Inc., of Hales Corner, WI	= \$ 2,050
Classic Protective Coatings, Menomonie, WI	= \$ 17,500
Elite National Tank & Tower, Evansville, IN	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Utility Service, Watertown, WI	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. Lodi, WI in the amount of \$1,800. In addition, staff recommends cleaning any sediment found in the tank during inspection for an additional \$300. The 2014 water utility budget has \$5,000 allocated for the inspection.

ATTACHMENTS:

- Merrill Tower Inspection 050514 (PDF)



City of De Pere

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

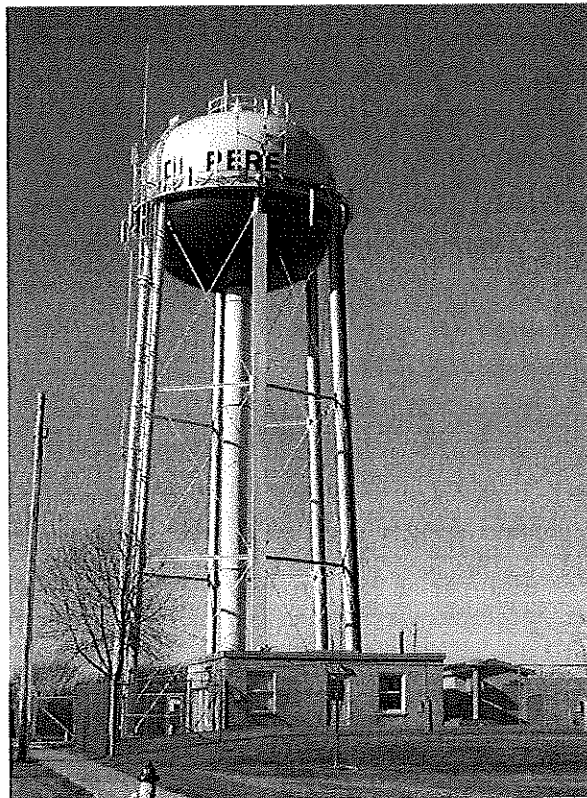
Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

April 9, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Merrill Tower Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill 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 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2009 with a dry inspection.



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.

Schedule:

The City's intent is to complete the tower inspection activities by October 1, 2014.

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, non-owned, 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.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals 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 proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

References



Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COM/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$ \$
	GARAGE LIABILITY ☐ ANY AUTO ☐ ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STATU- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	\$ 100,000 \$ 500,000 \$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

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Curt Walters
AUTHORIZED REPRESENTATIVE

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Date 04/21/2014

NAMED INSURED Watertown Clean & Coat, Inc.

NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555

INSURANCE COMPANY NAME: National Fire & Marine Insurance Company

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit \$ <u>1,000,000.</u> Damage to Premises Rented \$ <u>100,000.</u> Medical Expense Limit (Any One Person) \$ <u>5,000.</u> Personal & Advertising Injury Limit \$ <u>1,000,000.</u> General Aggregate Limit \$ <u>2,000,000.</u> Products-Completed Operations Aggregate Limit \$ <u>2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate issued by:

By Ryan M. Kruetz

Northern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014 10:29 AM

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 STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME Northern States Agency, Inc. PHONE (A/C No E-4) 6516462651 FAC (A/C No) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555	INSURER A: NATIONAL INDEMNITY COMPANY 20087 INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES **CERTIFICATE NUMBER:** 158,685 **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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/CP AGG \$ \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
							\$
							\$

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

Year, Make, Model, VIN	Collision	Comp or Spec. Caus	Stated Amount	Phys Dam Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
Scott Thoresen
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

CITY OF
De Pere
 WISCONSIN

PROPOSAL PRICE
 for CONSULTANT
 SERVICES

Request of Proposal

Project Name:

2014 Merrill Tower Inspection

Date: **05/03/14**

Firm:

Dixon Engineering, Inc.

Bid Authorized By:

Signature

2014 Merrill Tower Maintenance Inspection

TASK		
Review existing drawings; Conduct ROV Inspection of tower to meet WDNR requirments; Prepare report; Prepare WDNR report.	Total	\$ 2,050

1104 Third Avenue
Lake Odessa, MI 48849
Telephone 1-616-374/3221
Fax 1-616-374/7116

Scope of Work

I Scope of Services Performed by Owner:

1. Perform chlorine residuals and bacteriological testing after completion of the inspection
2. Fill the tank to overflow or higher capacity, and isolate it from the system during the Remote Operated Vehicle (ROV) inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.

II Scope of Services Performed by DIXON:

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. 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.
3. Inspect the exterior coating and perform cross-cut adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review all safety requirements for ladders, cages, etc., interior and exterior.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Review the exterior of the exposed foundations.
8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. Prepare report for WDNR Form 3300-248. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on DVD, and a field inspection report.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014

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PRODUCER Blick Dillon Insurance 123 N Mitchell St P.O.B. 389 Cadillac, MI 49601 Pete Suminski	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company INSURER B: Travelers Insurance Company INSURER C: US Specialty Ins 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	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	X	33007858	11/01/2013	11/01/2014	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		9536751600	07/01/2013	07/01/2014	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	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	8KUB6B21622A13	10/13/2013	10/13/2014	☒ WC STATL-TORY LIMITS ☒ 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		USS1324111 \$25,000 DEDUCTIBLE	07/01/2013	07/01/2014	Ea Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 When required by contract or written agreement, certificate holder is included as additional insured by endorsement for Commercial General Liability.

CERTIFICATE HOLDER

CIDE006

City of De Pere
 Director of Public Works
 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

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Classic
Protective Coatings
Wisconsin | Texas | Florida

Scott J. Thoresen P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115
920-339-8095 Office

May 1, 2014

Classic Protective Coatings, Inc. is in receipt of your request for quote to perform tank inspection with DNR report of the 250,000 gallon elevated water tower "Merrill Street Tower" in De Pere, WI and provides the following:

CPC will provide rigging as needed to access the exterior and interior surfaces to perform tank inspection and DNR report. The interior will be drained for the inspection, after inspection the tank will be thoroughly rinsed out and disinfected in accordance with ANSI/AWWA C652 chlorination method 2. The owner will be responsible for draining and filling the tank as well as bacteriological testing prior to returning the tank to service. A complete inspection report including listed deficiencies as well as recommendations with color photos will be provided.

Total Labor, Material and Equipment Installed\$17,500.00

Notes:

1. Tank will need to be drained for our work
2. Owner to provide hose bib for water hook up.
3. Payment terms NET 30.
4. CPC will list owner as additionally insured on our standard insurance certificates. We carry the following coverage's: Commercial General Liability \$1,000,000 per each occurrence and \$2,000,000 general aggregate, Umbrella Liability \$10,000,000 each occurrence, Automobile liability \$1,000,000 and workers compensation \$1,000,000 each occurrence.
5. All work will be completed during the 2014 painting season.
6. Please see our attached project reference list.

Thank you for the opportunity to provide this proposal to you if you have any questions or comments please feel free to contact me at 952-461-4459 or at brad@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____.

Above signers printed Name _____ Title _____ Date _____.

Respectfully,



Brad Smith
Estimator/Project Manager



N7670 State Highway 25 | Menomonie Wisconsin 54751-5928

Telephone 715-233-6267 | Facsimile 715-233-6268

www.classicprotectivecoatings.com



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Project 14-03 Sewer Lining - CIPP*

The Engineering Department received bids on Project 14-03 - Pipe Lining-CIPP on May 1, 2014. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Visu-Sewer, Inc.	\$247,510.75
Insituform Technologies USA, Inc.	\$257,534.20
Michels Corporation	\$364,725.00

The budgeted amount from the capital improvement budget is \$266,000. Funding will be \$266,000 from the sewage revenue fund. The staff recommendation is to award the bid Visu-Sewer, Inc. in the amount of \$247,510.75.

ATTACHMENTS:

- 14-03 Bid Tab(PDF)

PROJECT 14-03 SEWER LINING

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				VISU-SEWER		INSITUFORM TECH USA, INC.		MICHELS CORPORATION	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	8” CIPP – Seventh Street	LF	1262	\$24.25	\$30,603.50	\$25.40	\$32,054.80	\$27.00	\$34,074.00
SP-02	8” CIPP – St. Joseph Street	LF	1285	\$24.25	\$31,161.25	\$27.40	\$35,209.00	\$27.00	\$34,695.00
SP-03	8” CIPP – Silver Street	LF	1014	\$24.25	\$24,589.50	\$24.70	\$25,045.80	\$30.00	\$30,420.00
SP-04	8” CIPP –Knoll Terrace	LF	415	\$24.25	\$10,063.75	\$31.60	\$13,114.00	\$33.00	\$13,695.00
SP-05	12-Inch CIPP - Easement (West Side Fox River Interceptor)	LF	375	\$32.25	\$12,093.75	\$36.40	\$13,650.00	\$57.00	\$21,375.00
SP-06	18-Inch CIPP – Easement (West Side Fox River Interceptor)	LF	2046	\$52.50	\$107,415.00	\$52.10	\$106,596.60	\$102.00	\$208,692.00
SP-07	Internal Grouting	LF	12	\$532.00	\$6,384.00	\$537.00	\$6,444.00	\$502.00	\$6,024.00
SP-08	Internal CIPP Spot Repair	LF	10	\$2,520.00	\$25,200.00	\$2,542.00	\$25,420.00	\$1,575.00	\$15,750.00
	TOTAL BID				\$247,510.75		\$257,534.20		\$364,725.00

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Award for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair*

The Engineering Department received bids for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair on May 1, 2014. This work is for maintenance of sidewalk, curb and concrete pavement. Concrete work will also be performed under this contract at VFW Park Voyager Park, and Braisher Park. The bids received were as follows:

Bidder	Amount
Al Dix Concrete Inc.	\$140,773.00
Martell Construction, Inc.	\$150,541.00
Jim Fischer, Inc.	\$151,765.00
Fischer Ulman Construction Inc.	\$162,936.75
Sommers Construction Company Inc.	\$170,000.00

The budgeted amount is \$154,000. Funding will be \$146,000 from general obligation debt from the capital improvement program (\$25,000 of this is estimated to be assessed for repairs), and \$8,000 from the Park Department capital improvement fund.

The staff recommendation is to award the bid to Al Dix Concrete Inc. in the amount of \$140,773.00.

ATTACHMENTS:

- 14-05 BID TAB (PDF)

PROJECT 14-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIRS
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				AL DIX CONCRETE INC.		MARTELL CONSTRUCTION		JIM FISCHER, INC.		FISCHER-ULMAN CONSTRUCTION INC.		SOMMERS CONSTRUCTION CO. INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT
STREET & DRAINAGE - VARIOUS													
SD-01	Remove and Replace Doweled 8" Concrete Pavement High-Early Strength	SY	775	\$ 55.00	\$ 42,625.00	\$ 60.00	\$ 46,500.00	\$ 60.00	\$ 46,500.00	\$ 66.00	\$ 51,150.00	\$ 75.00	\$ 58,125.00
SD-02	Remove and Replace Doweled 9" Concrete Pavement High-Early Strength	SY	230	\$ 58.00	\$ 13,340.00	\$ 63.00	\$ 14,490.00	\$ 62.00	\$ 14,260.00	\$ 68.00	\$ 15,640.00	\$ 85.00	\$ 19,550.00
SD-03	Remove and Replace Doweled 10" Concrete Pavement High-Early Strength	SY	25	\$ 62.00	\$ 1,550.00	\$ 75.00	\$ 1,875.00	\$ 64.00	\$ 1,600.00	\$ 70.00	\$ 1,750.00	\$ 90.00	\$ 2,250.00
SD-04	Remove and Replace 6" Concrete Driveway, Sidewalk and Ramps	SY	365	\$ 49.50	\$ 18,067.50	\$ 50.40	\$ 18,396.00	\$ 48.00	\$ 17,520.00	\$ 40.00	\$ 14,600.00	\$ 56.00	\$ 20,440.00
SD-05	Remove and Replace 4" Concrete Sidewalk	SY	150	\$ 47.25	\$ 7,087.50	\$ 45.00	\$ 6,750.00	\$ 45.00	\$ 6,750.00	\$ 48.60	\$ 7,290.00	\$ 45.00	\$ 6,750.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	435	\$ 15.00	\$ 6,525.00	\$ 10.00	\$ 4,350.00	\$ 26.00	\$ 11,310.00	\$ 30.00	\$ 13,050.00	\$ 15.00	\$ 6,525.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	235	\$ 26.00	\$ 6,110.00	\$ 32.00	\$ 7,520.00	\$ 26.00	\$ 6,110.00	\$ 30.00	\$ 7,050.00	\$ 30.00	\$ 7,050.00
SD-08	Remove and Replace 30" Concrete Curb and Gutter	LF	20	\$ 28.00	\$ 560.00	\$ 33.00	\$ 660.00	\$ 28.00	\$ 560.00	\$ 34.00	\$ 680.00	\$ 35.00	\$ 700.00
SD-09	Install New 6" Concrete Sidewalk and Ramps	SY	35	\$ 38.25	\$ 1,338.75	\$ 44.00	\$ 1,540.00	\$ 45.00	\$ 1,575.00	\$ 47.60	\$ 1,666.00	\$ 55.00	\$ 1,925.00
SD-10	Install New 4" Concrete Sidewalk	SY	170	\$ 34.20	\$ 5,814.00	\$ 38.50	\$ 6,545.00	\$ 43.20	\$ 7,344.00	\$ 39.60	\$ 6,732.00	\$ 45.00	\$ 7,650.00
SD-11	Unclassified Common	CY	35	\$ 20.00	\$ 700.00	\$ 12.00	\$ 420.00	\$ 40.00	\$ 1,400.00	\$ 14.00	\$ 490.00	\$ 14.00	\$ 490.00
SD-12	Crushed Aggregate Base Course 3/4 Inch	TON	100	\$ 20.00	\$ 2,000.00	\$ 15.00	\$ 1,500.00	\$ 14.00	\$ 1,400.00	\$ 16.00	\$ 1,600.00	\$ 13.00	\$ 1,300.00
SD-13	Drilled Tie Bars	EA	410	\$ 6.00	\$ 2,460.00	\$ 7.00	\$ 2,870.00	\$ 5.00	\$ 2,050.00	\$ 6.50	\$ 2,665.00	\$ 6.00	\$ 2,460.00
SD-14	Drilled Dowel Bars	EA	400	\$ 9.00	\$ 3,600.00	\$ 12.00	\$ 4,800.00	\$ 11.00	\$ 4,400.00	\$ 10.50	\$ 4,200.00	\$ 10.00	\$ 4,000.00
SD-15	Detectable Warning Field (Yellow)	EA	7	\$ 230.00	\$ 1,610.00	\$ 240.00	\$ 1,680.00	\$ 212.00	\$ 1,484.00	\$ 240.00	\$ 1,680.00	\$ 200.00	\$ 1,400.00
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)													
SD-16	Remove and Replace 6" Concrete Sidewalk and Ramps	SY	60	\$ 43.65	\$ 2,619.00	\$ 48.00	\$ 2,880.00	\$ 39.00	\$ 2,340.00	\$ 49.75	\$ 2,985.00	\$ 56.00	\$ 3,360.00
SD-17	Remove and Replace 4" Concrete Sidewalk	SY	425	\$ 41.85	\$ 17,786.25	\$ 45.00	\$ 19,125.00	\$ 38.80	\$ 16,490.00	\$ 46.75	\$ 19,868.75	\$ 45.00	\$ 19,125.00
SD-18	Detectable Warning filed (Yellow)	EA	6	\$ 230.00	\$ 1,380.00	\$ 240.00	\$ 1,440.00	\$ 212.00	\$ 1,272.00	\$ 240.00	\$ 1,440.00	\$ 200.00	\$ 1,200.00
SPECIAL CONSTRUCTION													
SC-01	Remove and Replace Inlet/Catch Basin	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,650.00	\$ 3,300.00
SC-02	Adjust Inlets/Manholes	EA	8	\$ 200.00	\$ 1,600.00	\$ 450.00	\$ 3,600.00	\$ 425.00	\$ 3,400.00	\$ 500.00	\$ 4,000.00	\$ 300.00	\$ 2,400.00
		Total Amount Bid			\$ 140,773.00		\$ 150,541.00		\$ 151,765.00		\$ 162,936.75		\$ 170,000.00

Attachment: 14-05 BID TAB (2153 : Consider Award for Project 14-05 Sidewalk, Curb, and Concrete

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Award for Project 14-19 Mudjacking*

The Engineering Department received proposals for Project 14-19 Mudjacking - Curb & Gutter and Sidewalk on May 1st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 14-05. The proposals received were as follows:

Bidder	Amount
Badger Concrete Lifting	\$2,250.00
Raise Rite Concrete Lifting	\$3,500.00

The capital improvements budget includes \$2,500 for this work from the General Obligation Debt. The staff recommendation is to award the project to Badger Concrete Lifting in the amount of \$2,250.00.

ATTACHMENTS:

- 14-19 Bid Tab(PDF)

**PROJECT 14-19 MUDJACKING
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2	
				BADGER CONCRETE LIFTING		RAISE RITE CONCRETE LIFTING INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 4.50	\$ 450.00	\$ 5.00	\$ 500.00
SD-02	Mud-Jacking Sidewalk	SF	1,200	\$ 1.50	\$ 1,800.00	\$ 2.50	\$ 3,000.00
	Total Amount Bid				\$ 2,250.00		\$ 3,500.00

Attachment: 14-19 Bid Tab (2152 : Consider Award for Project 14-19 Mudjacking*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: May 12, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Award for Project 14-19A Concrete Sidewalk Grinding*

The Engineering Department received proposals for Project 14-19A Concrete Grinding Sidewalk on May 1st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 14-05. The proposals received were as follows:

Bidder	Amount
Raise Rite Concrete Lifting	\$4,100.00
Concrete Cutters Inc.	\$4,560.00
Safe Step LLC	\$6,361.70

The capital improvements budget includes \$5,000 for this work from the General Obligation Debt. The staff recommendation is to award this project to Raise Rite Concrete Lifting in the amount of \$4,100.

ATTACHMENTS:

- 14-19A BID TAB (PDF)

**PROJECT 14-19A CONCRETE GRINDING SIDEWALK
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				RAISE RITE CONCRETE LIFTING INC.		CONCRETE CUTTERS		SAFE STEP LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1)	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100	\$ 40.00	\$ 4,000.00	\$44.80	\$4,480.00	\$62.37	\$6,237.00
2)	Grinding of sidewalk wider than five (5) feet wide	LF	10	\$ 10.00	\$ 100.00	\$8.00	\$80.00	\$12.47	\$124.70
	Total Amount Bid				\$ 4,100.00		\$4,560.00		\$6,361.70

Attachment: 14-19A BID TAB (2121 : Consider Award for Project 14-19A Concrete Sidewalk Grinding*)