Common Council

Regular Meeting

Agenda

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

Tuesday, April 20, 2021 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 20, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically due to the public health emergency. Electronic or telephonic access to the meeting is below:

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 7, 2021 Common Council meeting.
4. Public comment upon matters not on the agenda.
5. COVID-19 update from the Health Department.
6. Presentation on the status of the Mulva Cultural Center.
7. Recommendation from Plan Commission to approve a proposed 7 lot and 1 outlot preliminary and final plat of East Side Industrial Park Fourth Addition at 600 BLK Rockland RD (Parcels ED-F0080, ED-D69-2, ED-344-102-6, ED-2381, ED-2382, ED-F0083, ED-F0082, ED-F0085, ED-D43-1).
8. Recommendation from the Board of Public Works on award of Contract 21-01 Sewer and Water Relay and Street Resurfacing to Dorner, Inc. in the amount of $1,411,405.70
9. Recommendation from the Board of Public Works on award of Contract 21-02 Erie Street Reconstruction and Utility Relay to Jossart Brothers, Inc. in the amount of $1,417,716.50
10. Recommendation from the Board of Public Works on award of Contract 21-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of $135,755.00

11. Recommendation from the License Committee regarding the application for a premises description change submitted by Caliente, Inc., DBA Caliente, 623 George Street.

12. Recommendation from the License Committee for the application for a premises description change submitted by Nostracremona, LLC, DBA Strada Pizzeria, 109 N. Broadway.

13. Ordinance #21-06 Amending Section 74-13 De Pere Municipal Code Requiring Face Coverings by Setting a Repeal Date Therefore (Request of Ald. Raasch) - Second Reading.

14. Ordinance #21-07 Repealing and Recreating Section 6-11 De Pere Municipal Code Regarding Telephonic Meeting Attendance (Request of Ald. Raasch) - Tabled at the April 7, 2021 Common Council meeting.

15. Resolution #21-40 Extending Small Business Pandemic Response Loan Program (Request of Ald. Raasch) - Tabled at the April 7, 2021 Common Council meeting.

16. Resolution #21-43 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 2000 Block of Profit Place Adjacent to Parcels ED-2381, ED-2382 and ED-F0083) -Refer to Public Hearing.

17. Resolution #21-44 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 1800 Block of Commerce Drive Adjacent to Parcels ED-D69-2 and ED-344-102-6) - Refer to Public Hearing.

18. Resolution #21-45 Authorizing Enterprise Software License Agreement with ArchiveSocial, Inc. (Social Media and Website Archiving).

19. Resolution #21-46 Amending Section 2.2 of the City of De Pere Policy Manual Regarding Work Schedule and Creating Alternative Work Arrangement Policy.

20. Resolution #21-47 Establishing Non-Lapsing Funds as of December 31, 2021.

21. Resolution #21-48 Approving Standard Uniform Rental Service Agreement with Cintas (Uniform and Towel Service for Municipal Service Center).

22. Resolution #21-49 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking- Curb & Gutter and Sidewalk).

23. Resolution #21-50 Authorizing Agreement for Contractor Services between City of De Pere and Universal Concrete Grinding, LLC (Concrete Grinding Sidewalk-Various Locations)

24. Resolution #21-51 Authorizing Agreement for Consulting Services Between City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc. (9th Street and Scheuring Road Reservoir Mixer Installation).

25. Resolution #21-52 Authorizing Agreement for Consulting Services Between City of De Pere and Ferguson Enterprises, LLC d/b/a Davies Water/Ferguson Waterworks (2021 Leak Detection Survey).

26. Proposed revision to the City Facilities Reopening Plan to implement Phase Two of the plan on May 10, 2021 instead of when Brown County is identified as a Low Risk County by State metrics.

27. Appointments and Re-Appointments to Committees, Boards and Commissions by Mayor Boyd.

28. Elections by the Common Council.

    A. Alderperson members of the Plan Commission.

    B. President of the Common Council.

29. Voucher approval.

30. Future agenda items.

31. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Nate Glime, Cintas
Ann DeCleene, Caliente
Andy Krans, Strada Pizzeria

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the April 7, 2021 Common Council meeting.**

ATTACHMENTS:

- 4-7-21 Common Council Minutes Draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Wednesday, April 7, 2021 **7:30 PM** **Council Chambers and Virtual**

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

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Casey Nelson	Alderperson	Present	
Dean Raasch	Alderperson	Present	Excused at 8:30 PM
Kelly Ruh	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 16, 2021 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

4. Words in recognition of Jerry Hasenberg Jr.

Mayor Boyd read the following statement:

"This past Thursday, a valued employee of the City of De Pere, Jerry Hasenberg Jr., tragically passed away. He was involved in a fatal accident while performing duties related to his job as a City arborist.

Lives saving measures, including CPR, were attempted. De Pere Police and Fire Rescue responded to the scene, and Jerry was transported to a local hospital, but unfortunately passed away as a result of his injuries. The City appreciates the profound efforts of all City staff, Police and Fire EMS responding to the scene.

Jerry loved his job and was tremendously talented. He was well-respected by his peers for his skill, knowledge and wonderful attitude - filled with humor and thoughtfulness to those around him.

With Jerry's passing, we are all overcome with unspeakable sadness, and our deepest thoughts and prayers go out to the Hasenberg family, as well as Jerry's many friends and co-workers at the City.

Jerry's wife, Vanessa, and three step sons - Garret, Carson, and Creed - are here with us tonight. Vanessa, I can't possibly imagine the strength you have to be here tonight but we want to thank you for being here. Your husband was an incredible arborist and valued

employee of the City, but more importantly he was a wonderful human being. Our hearts go out to you and your family during this tragic time."

Vanessa Hasenberg then addressed the Council, expressing her thanks for taking the time to honor her husband. She shared that he thoroughly enjoyed being an arborist, and was passionate about trees and educating others about them. She thanked City staff for their support, and expressed gratitude for the respect and kindness shown to her family. She closed her remarks by encouraging others to take the time to plant a tree in Jerry's memory.

5. Public comment upon matters not on the agenda.

None.

6. COVID-19 update from the Health Department.

Health Director Debbie Armbruster reported that they have held 30 vaccination clinics so far, averaging 200 doses per week. Delivery of the Johnson & Johnson vaccine will be limited due to problems with the manufacturing company, and statewide allocations of the Moderna and Pfizer vaccines will remain flat through the end of April. This may unfortunately force them to rearrange or cancel upcoming clinics. Debbie noted that Health Department updates will be modified going forward. Area health departments have been in an incident command structure since last March, using the situation report format. Staff will continue to provide local activity reports, but will instead refer to the Department of Health Services dashboard for further data.

7. Recommendation from the Board of Park Commissioners to accept donations of $3,901.25 each from VFW Post 2113, Ryan Funeral Home and ISC Insurance as Sponsors of the new VFW Memorial.

Alderperson Hansen asked if a decision has been made on Option A or B for the reverse side of the memorial podium, and whether the members of VFW Post 2113 are in agreement with including the other sponsors' names on the memorial. Parks Director Marty Kosobucki reported that Option A was selected by the Parks Board, and explained that VFW Post 2113 actually approached staff with the sponsors.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

8. Recommendation of the Board of Park Commissioners that City funding in the amount of $3,901.25 for the VFW Memorial Sponsorship come from Pool Referendum Funding.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

9. Recommendations from the Park Board regarding the proposed multi-use building at Voyageur Park.

A. Approve pursuing the multi-purpose building design earlier approved by the Board.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

B. Approve Mayor Boyd appointing an ad hoc fundraising committee to raise at least $700,000 for construction of the facility.

Alderperson Raasch requested clarification that this item requires a Council vote. City Attorney Judy Schmidt-Lehman confirmed that the recommendation from the Parks Board was for the Mayor to appoint an ad hoc committee. Mayor Boyd stated that he will be seeking input for the committee.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

C. Approve committing the City to funding not more than $500,000 for construction of the facility.

Alderperson Hansen noted that the City has already set aside $170,000 for the restroom building, and asked how much needs to be raised above and beyond that amount. Parks Director Marty Kosobucki confirmed that $170,000 has been banked for the restroom, so that can be deducted from the amount the City would need to fundraise for the project. He explained that the total cost for the facility is $1 million, and noted that potential donations could also affect the total fundraising amounts needed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

D. Approve the goal of commencing construction on the facility in 2023.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

10. Recommendation from the Board of Park Commissioners to Approve Proposed Park Ban Policy.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

11. Ordinance #21-05 Creating Section 30-17, De Pere Municipal Code, Parks Ban and Appeals.

RESULT:	**ADOPTED [UNANIMOUS]**
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Raasch, Ruh

12. Ordinance #21-06 Repealing Section 74-13 De Pere Municipal Code Requiring Face Coverings (Request of Ald. Raasch).

Alderperson Raasch explained that after the Council's discussion on the emergency order at the last meeting, he requested this item so it could be addressed separately and evaluated on its own merit. He stated that his original suggestion for the ordinance was a sunset date of April 30th; he removed it because of the patchwork of local policies that appeared after the statewide mandate was struck down.

Discussion followed, with Council members generally in favor of establishing a sunset date instead of eliminating the mask requirement immediately, in order to give more people time to get vaccinated. The advantages of various dates, ranging from April 30th to June 1st, were then debated.

Alderperson Carpenter moved, seconded by Alderperson Kundinger to amend the original motion by adding an expiration date of May 5, 2021 for the mask mandate.

Alderperson Carpenter moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. No one wished to speak, so Alderperson Nelson moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

Upon vote, the motion to amend carried with Alderperson Hansen voting nay. City Attorney Judy Schmidt-Lehman asked for clarification that the expiration would occur at 11:59 PM on May 5th; Alderpersons Carpenter and Kundinger agreed that was the intent of their motion. Upon vote, the original motion as amended passed with Alderperson Hansen voting nay.

This ordinance requires a second reading at the April 20th, 2021 Council meeting.

RESULT:	**APPROVED AS AMENDED - SECOND READING REQUIRED [7 TO 1]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Kundinger, Ledvina, Nelson, Raasch, Ruh
NAYS:	Jonathon Hansen

13. Ordinance #21-07 Repealing and Recreating Section 6-11 De Pere Municipal Code Regarding Telephonic Meeting Attendance (Request of Ald. Raasch).

Alderperson Raasch noted that this request was made so that the policy can remain in place even after the emergency declaration ends. City Attorney Judy Schmidt-Lehman reviewed the original ordinance and explained the impact of the changes brought about during the state of emergency. At 8:30 PM, Alderperson Raasch was excused from the meeting.

RESULT:	**TABLED [7 TO 0]** **Next: 4/20/2021 7:30 PM**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

14. Resolution #21-39 Establishing No Mow May (Request of Ald. Nelson).

Alderperson Nelson explained that this program will provide a benefit to pollinating insects and wildlife. Public Works Director Scott Thoresen reported that the Sustainability Commission is strongly in favor of this measure. Alderpersons Eserkaln and Ledvina spoke in favor of the program; Alderperson Ledvina noted that other communities experienced confusion and complaints regarding unmowed lawns, and suggested yard signs to help identify the program. City Administrator Larry Delo explained that staff intends to do an educational program on social media, and also provide education in response to complaints. Discussion followed on homeowner options for dealing with lawn clippings at the end of the month, and creating yard signs in house that could be purchased for a nominal fee.
Due to disruption of the meeting, no motion or second was made prior to a call for a vote by Mayor Boyd. With no objection made to a vote being taken without a motion pending, the lack of a motion or second was approved by unanimous consent of the Members. Approval of Resolution #21-39 carried on a 6-1 vote with Alderperson Ruh voting "no" and Ald. Raasch being excused.

RESULT:	**ADOPTED [6 TO 1]**
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson
NAYS:	Kelly Ruh
EXCUSED:	Dean Raasch

15. Resolution #21-40 Extending Small Business Pandemic Response Loan Program (Request of Ald. Raasch).

RESULT:	**TABLED [7 TO 0]**
	Next: 4/20/2021 7:30 PM
MOVER:	Kelly Ruh, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

16. Resolution #21-41 Voicing Support for a Strong State & Local Services Partnership (Shared Revenue Funds Critical Services).

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

17. Appointments to boards and commissions by Mayor Boyd.

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

18. Voucher approval.

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

19. Future agenda items.

None.

20. Resolution #21-42 Ratifying Contract With De Pere Police Benevolent Association.

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Eserkaln, Hansen, Kundinger, Ledvina, Nelson, Ruh
EXCUSED:	Dean Raasch

21. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Kundinger to adjourn the meeting at 8:45 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**COVID-19 update from the Health Department.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Presentation on the status of the Mulva Cultural Center.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve a proposed 7 lot and 1 outlot preliminary and final plat of East Side Industrial Park Fourth Addition at 600 BLK Rockland RD (Parcels ED-F0080, ED-D69-2, ED-344-102-6, ED-2381, ED-2382, ED-F0083, ED-F0082, ED-F0085, ED-D43-1).**

On March 22, 2021 Plan Commission unanimously recommended approval of BOTH the preliminary and final plat with a vote of 7-0.

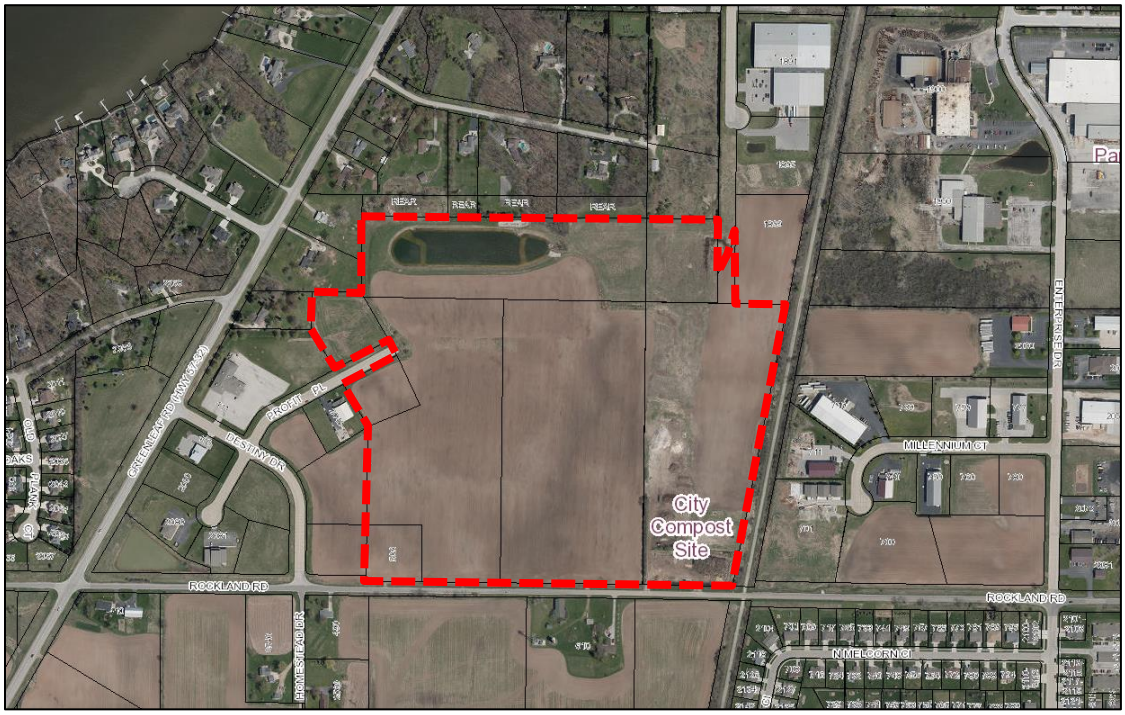
On March 26, 2021 a revised plat was submitted (revision attached) that addresses all Plan Commission recommended edits to the plat document. Conditions #1 and #4 do not relate directly to the document and remain for the Common Council review.

ATTACHMENTS:

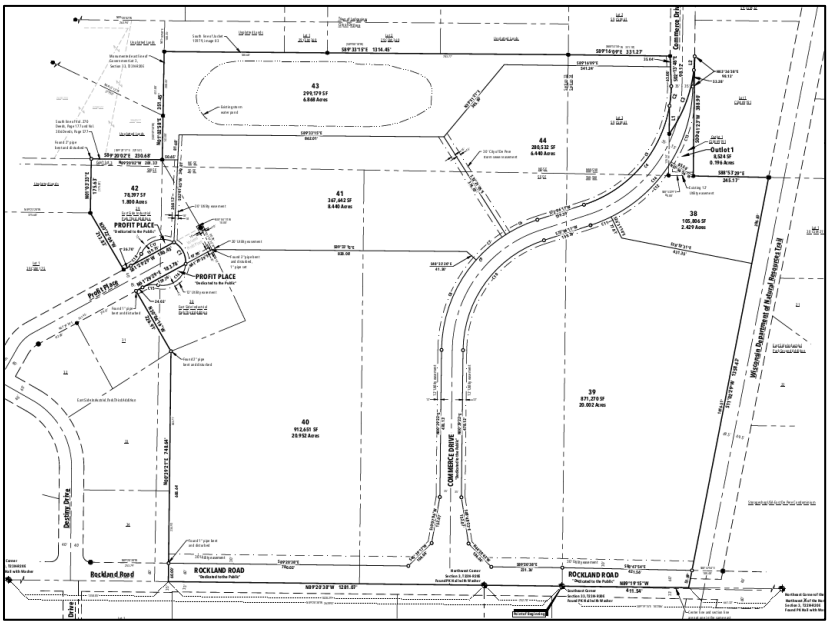
- 03-22-21 PC Report - Final Plat of East Side Industrial Park Fourth Addition (DOCX)
- Final Plat - REVISED 2 - 26 Mar 2021(PDF)

ITEM 10: **Consideration and possible action on a request for a proposed 7 lot and 1 outlot preliminary and final plat of East Side Industrial Park Fourth Addition at 600 BLK Rockland RD (Parcels ED-F0080, ED-D69-2, ED-344-102-6, ED-2381, ED-2382, ED-F0083, ED-F0082, ED-F0085, ED-D43-1).***

SITE MAP



PROPOSED PLAT AREA



REQUESTED ACTION: Preliminary and Final Plat Approval.*

Note: The Plan Commission will be reviewing the City submitted plat as both a preliminary plat and a final plat at the same time.

COMMON DESCRIPTION: 600 BLK Rockland RD, located northwest from where Rockland RD intersects with the Fox River State Recreational Trail.

PARCEL NUMBER(S): ED-F0080, ED-D69-2, ED-344-102-6, ED-2381, ED-2382, ED-F0083, ED-F0082, ED-F0085, ED-D43-1

EXISTING ZONING: Lots 1-7 zoned Industrial Park District (I-1).
Outlot 1 zoned General Industrial District (I-3).

SURROUNDING LAND USES: Single Family Residential (Ledgeview) to the north.
Agricultural (B-2) and Single Family Residential (B-2) to the south.
Fox River State Recreational Trail and Industrial Park (I-3) to the east.
Business and Industrial Park (B-2 and I-1), and Single Family Residential (Ledgeview) to the west.

COMPREHENSIVE PLAN: Business Park.

APPLICANT/OWNER NAME: Authorized Representative and Property Owner
City of De Pere
335 S Broadway ST
De Pere, WI 54115-2593

SITE HISTORY: The subject site has been used for agricultural purposes since 1938. The westernmost parcels were created as part of the East Side Industrial Park Third Addition in 2000 and Profit Place was extended to its current location shortly after.

The following related projects will be separately reviewed by Plan Commission on March 22, 2021:

- Right-of-way discontinuances for part of Profit PL and Commerce DR (submitted by City).
- Plat review (submitted by City).
- Site plan (submitted by Immel Construction).

STAFF REVIEW: When reviewing a preliminary and final plat, staff considers State Statutes 236 Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The plat has 7 lots and 1 outlot. Lots 38-42 and 44 are designed for future industrial development. Lot 44 is designed to accommodate a storm water management pond. Outlot 1 is designed to

accommodate future right-of-way needs and/or to be attached to adjacent parcels.
- The north end of Profit Place is being shortened, with a cul-de-sac added, to provide access to Lots 40-42.
- There are no minimum or maximum street frontage and lot area requirements for the seven lots and outlot due to I-1 zoning.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The final plat meets the criteria of State Statutes 236 and Sections 46-3 through 46-7 of the De Pere Platting and Division of Land Code. The proposed land division does not impact the Comprehensive Plan negatively. The proposed lot size, frontage, and setbacks meet acceptable City requirements.

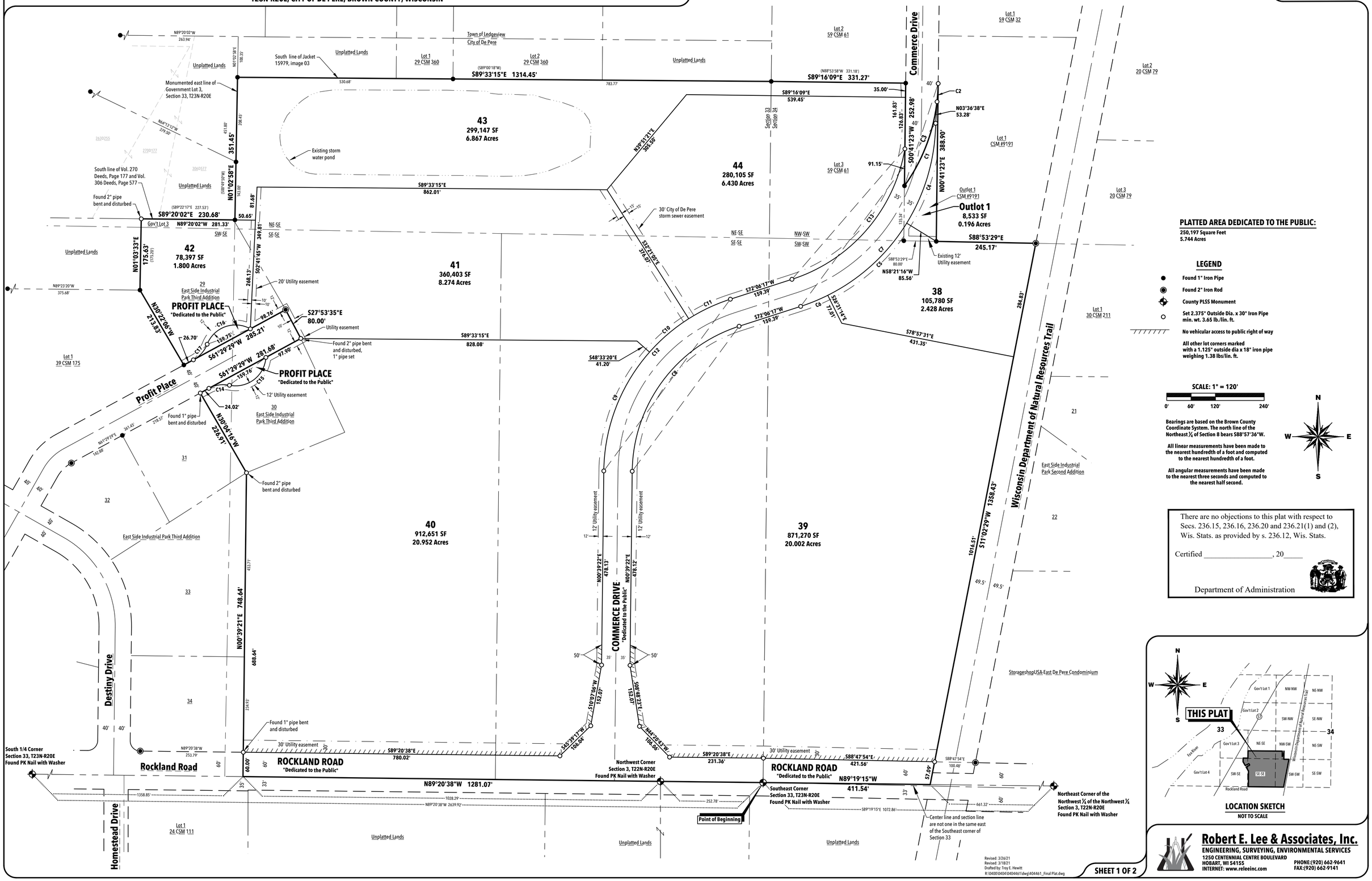
REVIEW PROCESS: For final plat petitions, the Plan Commission provides either an approval, rejection with reason, or approval with conditions decision. The Common Council also reviews final plats. The Common Council is expected to review the City plat on April 7, 2021.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the preliminary and final plat and forwarding the plat to the Common Council for approval, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, and Brown County Planning Commission.
2. Subject to proper final approval and recording of right-of-way discontinuances on Profit PL and Commerce DR, or a reconfiguration of the plat to show right-of-way that has not been vacated at the time of plat recording.
3. Verify all easements and street utility easements are properly shown.
4. Monumenting of property corners shall be completed or redone after the construction of Commerce Drive extension and the new Profit Place cul-de-sac. Any iron pipes installed prior or during construction will be eliminated by grading. Temporary wooden lathe can be substituted if need be during construction.
5. Revise City of De Pere certificate to reference the City of De Pere as the property owner.
6. Revise City of De Pere certificate to include the date of Common Council approval, in addition to the signature line and date for the Clerk.
7. Revise the City Treasurer certificate to reference Joe Zegers as City Treasurer.
8. The City will be reviewing newly constructed roadways for future parking restrictions. No restrictions are requested at this time.

EAST SIDE INDUSTRIAL PARK FOURTH ADDITION

ALL LOTS 29 AND 30, EAST SIDE INDUSTRIAL PARK THIRD ADDITION, VOLUME 21 OF PLATS, PAGE 117, DOCUMENT NUMBER 1747462, BEING PART OF GOVERNMENT LOT 3, THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼, ALL IN SECTION 33, T23N-R20E, ALL OF OUTLOT 1, CERTIFIED SURVEY MAP 9191, DOCUMENT NUMBER 2912206, BEING PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, ALL OF LOT 3, VOLUME 59 OF CERTIFIED SURVEY MAPS, PAGE 61, MAP NUMBER 8392, DOCUMENT NUMBER 2654678, BEING PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, PART OF VACATED PROFIT PLACE AND PART OF VACATED COMMERCE DRIVE AND PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 33, T23N-R20E AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



PLATTED AREA DEDICATED TO THE PUBLIC:

250,197 Square Feet
5.744 Acres

LEGEND

- Found 1" Iron Pipe
- Found 2" Iron Rod
- County PLSS Monument
- Set 2.375" Outside Dia. x 30" Iron Pipe min. wt. 3.65 lb./lin. ft.
- No vehicular access to public right of way
- All other lot corners marked with a 1.125" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

SCALE: 1" = 120'

0' 60' 120' 240'

Bearings are based on the Brown County Coordinate System. The north line of the Northeast ¼ of Section 8 bears S88°57'36"W.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

LOCATION SKETCH
NOT TO SCALE

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

Revised: 3/26/21
Revised: 3/18/21
Drafted by: Troy E. Hewitt
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EAST SIDE INDUSTRIAL PARK FOURTH ADDITION

ALL LOTS 29 AND 30, EAST SIDE INDUSTRIAL PARK THIRD ADDITION, VOLUME 21 OF PLATS, PAGE 117, DOCUMENT NUMBER 1747462, BEING PART OF GOVERNMENT LOT 3, THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼, ALL IN SECTION 33, T23N-R20E, ALL OF OUTLOT 1, CERTIFIED SURVEY MAP 9191, DOCUMENT NUMBER 2912206, BEING PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, ALL OF LOT 3, VOLUME 59 OF CERTIFIED SURVEY MAPS, PAGE 61, MAP NUMBER 8392, DOCUMENT NUMBER 2654678, BEING PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, PART OF VACATED PROFIT PLACE AND PART OF VACATED COMMERCE DRIVE AND PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 33, T23N-R20E AND PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS:

1. The land on all side and rear lot lines of all lots not included in the drainage easement shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

2. Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

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

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

City of De Pere, Grantor, to

Wisconsin Public Service Corporation, a Wisconsin Corporation, grantee,

Time Warner Cable, AT&T and City of De Pere,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable tv facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "utility easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable tv facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "utility easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This utility easement provision does not prevent or prohibit others from utilizing or crossing the utility easement as the utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

OWNER'S CERTIFICATE:

As owners, we do hereby certify that we caused the land described on this Certified Survey Map to be surveyed, mapped, divided and dedicated as represented on this plat. We also do further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE

_____ _____ _____ _____

James Boyd, Mayor Date Carey E. Danen, City Clerk Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2021, the above named to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

(print name)_____

My commission expires:_____

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of "EAST SIDE INDUSTRIAL PARK FOURTH ADDITION" in the City of De Pere, City of De Pere owner, is hereby approved by the Common Council on

_____, 2021.

_____ _____

Carey E. Danen, City Clerk Date

CITY OF DE PERE TREASURER'S CERTIFICATE:

I, being the duly elected, qualified and acting Treasurer of the City of De Pere, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____

Joe Zegers Date
City of De Pere Treasurer

BROWN COUNTY TREASURER'S CERTIFICATE:

I, being the duly elected, qualified and acting Treasurer of Brown County, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____

Paul Zeller Date
Brown County Treasurer

SURVEYOR'S CERTIFICATE:

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of the CITY OF DE PERE, I have surveyed, divided and mapped a parcel of land being all lots 29 and 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document Number 1747462, being part of Government Lot 3, the Southwest ¼ of the Southeast ¼, the Southeast ¼ of the Southeast ¼ and part of the Northeast ¼ of the Southeast ¼, all in Section 33, T23N-R20E, all of Outlot 1, Certified Survey Map 9191, Document Number 2912206, being part of the Northwest ¼ of the Southwest ¼, Section 34, T23N-R20E, all of Lot 3, Volume 59 of Certified Survey Maps, Page 61, Map Number 8392, Document Number 2654678, being part of the Northwest ¼ of the Southwest ¼, Section 34, T23N-R20E, part of vacated Profit Place and part of vacated Commerce Drive and part of the Northeast ¼ of the Southeast ¼ and part of the Southeast ¼ of the Southeast ¼, Section 33, T23N-R20E and part of the Southwest ¼ of the Southwest ¼, Section 34, T23N-R20E, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the Southeast Corner of said Section 33; thence N89°20'38"W, 1281.07 feet on the south line of said Southeast ¼ to the southerly extension of the east lines of Lots 33 and 34 of said East Side Industrial Park Third Addition; thence N00°39'21"E, 748.64 feet on said east lines to the southwest corner of said Lot 30; thence N30°04'16"W, 226.91 feet on the southwest line of said Lot 30 to the southeast right of way of Profit Place; thence N61°29'29"E, 281.68 feet on said southeast right of way to the northeast right of way of Profit Place; thence N27°53'35"W, 80.00 feet on said northeast right of way to the northwest right of way of Profit Place; thence S61°29'29"W, 285.21 feet on said northwest right of way to the southwest corner of said Lot 29; thence N30°22'06"W, 213.83 feet on a west line of said Lot 29; thence N01°03'33"E, 175.63 feet on said west line extended northerly to the south line of lands described in Volume 270 Deeds, Page 577, Brown County Records; thence S89°20'02"E, 230.68 feet on said south line of Volume 270 Deeds, Page 577 and the south line of Volume 306 Deeds, Page 577 to the southeast corner thereof also being the monumented east line of said Government Lot 3; thence N01°02'58"E, 351.45 feet on said monumented east line to the southwest corner of lands described in Jacket 15979, Image 03, Brown County Records; thence S89°33'15"E, 1314.45 feet on the south line of said lands to the southeast corner thereof, also being the northwest corner of said Lot 3, Volume 59 of Certified Survey Maps, Page 61; thence S89°16'09"E, 331.27 feet on the north line of said Lot 3 to the west right of way of Commerce Drive; thence S00°41'23"W, 252.98 feet on said west right of way to a point where the east right of way of Commerce drives intersects with said west right of way; thence 269.52 feet on the arc of a 440.00 foot radius curve to the left, having a long chord which bears N18°14'17"E, 265.33 feet on said east right of way to the northern most corner of said Outlot 1, Certified Survey Map Number 9191; thence S00°41'23"W, 388.90 feet on the east line of said Outlot 1 to the southeast corner thereof; thence S88°53'29"E, 245.17 feet on the south line of Lot 1 of said Certified Survey Map Number 9191 to the west right of way of the Wisconsin Department of Natural Resources Trail; thence S11°02'29"W, 1358.43 feet on said west right of way to the south line of said Southwest ¼ of the Southwest ¼; thence N89°19'15"W, 411.54 feet on said south line to the Point of Beginning.

Said parcel contains 3,166,483 Square Feet (72.692 Acres) of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

_____

Troy E. Hewitt PLS #2831 Date
ROBERT E. LEE & ASSOCIATES, INC.

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	29°15'18"	440.00'	224.66'	N21°09'32"E	222.23'	N35°47'11"E	N06° 31' 53"E
C2	5°50'30"	440.00'	44.86'	N03°36'38"E	44.84'	N06°31'53"E	N00° 41' 23"E
C3	35°05'48"	440.00'	269.52'	N18°14'17"E	265.33'	N35°47'11"E	N00° 41' 23"E
C4	30°57'21"	480.00'	259.34'	N16°10'03.5"E	256.19'	N31°38'44"E	N00° 41' 23"E
C5	31°50'24"	480.00'	266.74'	N47°33'56"E	263.32'	N63°29'08"E	N31° 38' 44"E
C6	8°37'09"	480.00'	72.21'	N67°47'42.5"E	72.14'	N72°06'17"E	N63° 29' 08"E
C7	71°24'54"	480.00'	598.29'	N36°23'50"E	560.30'	N72°06'17"E	N00° 41' 23"E
C8	71°26'55"	380.00'	473.87'	S36°22'49.5"W	443.75'	S72°06'17"W	S00° 39' 22"W
C9	40°47'18"	450.00'	320.35'	S21°03'01"W	313.63'	S41°26'40"W	S00° 39' 22"W
C10	16°12'15"	450.00'	127.27'	S49°32'47.5"W	126.84'	S57°38'55"W	S41° 26' 40"W
C11	14°27'22"	450.00'	113.54'	S64°52'36"W	113.24'	S72°06'17"W	S57° 38' 55"W
C12	71°26'55"	450.00'	561.16'	S36°22'49.5"W	525.50'	S72°06'17"W	S00° 39' 22"W
C13	62°27'30"	410.00'	446.94'	N40°52'32"E	425.14'	N72°06'17"E	N09° 38' 47"E
C14	39°56'49"	75.00'	52.29'	N81°27'53.5"E	51.24'	N61°29'29"E	S78° 33' 41"E
C15	97°43'13"	75.00'	127.92'	N52°34'41.5"E	112.97'	S78°33'41"E	N03° 43' 05"E
C16	97°42'49"	75.00'	127.91'	N70°24'13.5"E	112.96'	N21°32'49"E	S60° 44' 22"E
C17	39°56'40"	75.00'	52.29'	S41°31'09"W	51.23'	S21°32'49"W	S61° 29' 29"W

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

Revised: 3/26/21
Revised: 3/18/21
Drafted by: Troy E. Hewitt
R:\0400\0404\0404461\dwg\404461_Final Plat.dwg

SHEET 2 OF 2

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 21-01 Sewer and Water Relay and Street Resurfacing to Dorner, Inc. in the amount of $1,411,405.70**

The Board of Public Works at the April 12, 2021 Meeting approved awarding Contract 21-01 Sewer and Water Relay and Street Resurfacing to Dorner, Inc. in the amount of $1,411,405.70 with the City bonding for an additional $170,000 to cover water main overage with emphasis on COVID relief funds covering the increased water main expense, if available,and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2021 0412 CI_BOPW_Award_21-01 (PDF)
- 2021 0318 Project 21-01 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 12, 2021

RE: **Consideration and possible action on award of Contract 21-01 Sewer and Water Relay and Street Resurfacing***

The Engineering Department received bids for Project 21-01 Sewer and Water Relay and Street Resurfacing on March 18, 2021. This project involves the relaying of water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the streets will be milled and resurfaced. Portions of the proposed work are to be completed as part of agreements with St. Norbert College and the West De Pere School District:

- St. Norbert College
  - Restriping of Reid Street on the eastern approach at 3rd Street.
  - Expansion of the mid-block pedestrian crossing bump-out between 3rd Street and Kunkel Way.
- West De Pere School District
  - Pedestrian crossing bump-out between the West De Pere High School and VFW Park.

The bids received are as follows:

Contractor	Amount
Dorner, Inc.	$1,411,405.70
Jossart Brothers, Inc.	$1,414,752.35
Advance Construction, Inc.	$1,515,275.50
De Groot, Inc.	$1,599,253.09
Soper Sewer & Water, LLC	$1,852,992.50

The allocated amount from the capital improvement budget is $1,291,000 which is below the bid amount. The breakdown is as follows:

- General Obligation Debt: $150,000
- Sewerage Utility Fund: $145,000
- Water Utility Fund: $820,000
- Storm Water Utility Fund: $ 90,000
- Park Department $ 8,000
- St. Norbert College: $23,000
- West De Pere School District: $55,000

The cost overage on this project is primarily due to increased cost of water main that has occurred in 2021. This situation occurred for Project 21-02, Erie Street Reconstruction and Utility Relay also.

For Project 21-01, the cost for water main installation is $945,644.63 which is $125,644.63 above the

allocated funds. Staff has reviewed the options for the overage and determined the following three:

1. Bond for an additional amount of $170,000 (includes additional funds for contingency) to cover the water main overage.
2. There has been discussion that the City may be eligible for up to $2,000,000 in Covid relief funds due to increased expenses. The funds could be used for the increased water main cost.
3. Reduce the amount of water main being installed on the project, in particular, along Ridgeway Boulevard.

Staff's recommendation is to accept the bid from Dorner, Inc. in the amount of $1,411,405.70 and bond for the additional funds and if Covid relief funds become available use this to pay the additional water main costs.

Attachments:

2021 0318 CE_21-01 Bid Tab (PDF)

DE PERE

PROJECT 21-01 SEWER AND WATER RELAY AND STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Dorner, Inc		Jossart Brothers, Inc		Advance Construction, Inc		De Groot, Inc		Soper Sewer & Water LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER CONSTRUCTION													
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	560	$ 90.00	$ 50,400.00	$ 85.00	$ 47,600.00	$ 113.00	$ 63,280.00	$ 84.02	$ 47,051.20	$ 140.00	$ 78,400.00
SS-02	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	410	$ 80.00	$ 32,800.00	$ 94.00	$ 38,540.00	$ 117.00	$ 47,970.00	$ 86.48	$ 35,456.80	$ 92.00	$ 37,720.00
SS-03	Provide 8" x 6" or 8" x 4" Sanitary Wye	EA	15	$ 546.00	$ 8,190.00	$ 100.00	$ 1,500.00	$ 93.00	$ 1,395.00	$ 905.64	$ 13,584.60	$ 200.00	$ 3,000.00
SS-04	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	8	$ 427.00	$ 3,416.00	$ 385.00	$ 3,080.00	$ 496.00	$ 3,968.00	$ 504.77	$ 4,038.16	$ 400.00	$ 3,200.00
SS-05	Provide 4' Diameter Sanitary Sewer Manhole	VF	8	$ 412.00	$ 3,296.00	$ 390.00	$ 3,120.00	$ 451.00	$ 3,608.00	$ 505.00	$ 4,040.00	$ 380.00	$ 3,040.00
SS-06	Dig Down and Repair Offset Joint (5-foot)	EA	4	$ 2,888.00	$ 11,552.00	$ 3,600.00	$ 14,400.00	$ 3,500.00	$ 14,000.00	$ 3,336.49	$ 13,345.96	$ 7,500.00	$ 30,000.00
SS-07	Dig Down and Verify Active Sanitary Sewer Lateral	EA	2	$ 748.00	$ 1,496.00	$ 750.00	$ 1,500.00	$ 750.00	$ 1,500.00	$ 1,515.00	$ 3,030.00	$ 1,600.00	$ 3,200.00
SS-08	Connect to Existing Sanitary Sewer Manhole	EA	2	$ 716.00	$ 1,432.00	$ 750.00	$ 1,500.00	$ 500.00	$ 1,000.00	$ 2,525.00	$ 5,050.00	$ 1,500.00	$ 3,000.00
SS-09	Abandon/Remove Sanitary Sewer and Appurtenances	LS	1	$ 2,310.00	$ 2,310.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 4,545.00	$ 4,545.00	$ 2,000.00	$ 2,000.00
STORM SEWER CONSTRUCTION													
ST-01	Remove and Relay 18" PVC, PP or RCP (Class III) Storm Sewer	LF	20	$ 81.00	$ 1,620.00	$ 75.00	$ 1,500.00	$ 93.00	$ 1,860.00	$ 111.55	$ 2,231.00	$ 90.00	$ 1,800.00
ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	120	$ 74.00	$ 8,880.00	$ 70.00	$ 8,400.00	$ 78.00	$ 9,360.00	$ 88.09	$ 10,570.80	$ 84.00	$ 10,080.00
ST-03	Provide 8" PVC Storm Sewer	LF	360	$ 50.00	$ 18,000.00	$ 52.00	$ 18,720.00	$ 61.00	$ 21,960.00	$ 56.03	$ 20,170.80	$ 80.00	$ 28,800.00
ST-04	Provide 6" PVC Storm Sewer Lateral	LF	275	$ 46.00	$ 12,650.00	$ 48.00	$ 13,200.00	$ 62.00	$ 17,050.00	$ 58.21	$ 16,007.75	$ 60.00	$ 16,500.00
ST-05	Provide 36" x 6" Storm Branch or Inserta Tee	EA	1	$ 746.00	$ 746.00	$ 200.00	$ 200.00	$ 278.00	$ 278.00	$ 1,442.28	$ 1,442.28	$ 500.00	$ 500.00
ST-06	Provide 12" x 6" Storm Branch or Inserta Tee	EA	1	$ 746.00	$ 746.00	$ 200.00	$ 200.00	$ 278.00	$ 278.00	$ 1,442.28	$ 1,442.28	$ 500.00	$ 500.00
ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	6	$ 180.00	$ 1,080.00	$ 175.00	$ 1,050.00	$ 278.00	$ 1,668.00	$ 482.78	$ 2,896.68	$ 400.00	$ 2,400.00
ST-08	Remove and Replace 5' Diameter Storm Manhole	VF	5	$ 896.00	$ 4,480.00	$ 680.00	$ 3,400.00	$ 1,397.00	$ 6,985.00	$ 873.67	$ 4,368.35	$ 800.00	$ 4,000.00
ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	10	$ 530.00	$ 5,300.00	$ 540.00	$ 5,400.00	$ 572.00	$ 5,720.00	$ 627.66	$ 6,276.60	$ 830.00	$ 8,300.00
ST-10	Provide 4' Diameter Storm Manhole	VF	4	$ 546.00	$ 2,184.00	$ 540.00	$ 2,160.00	$ 522.00	$ 2,088.00	$ 631.25	$ 2,525.00	$ 600.00	$ 2,400.00
ST-11	Remove and Replace Type B Inlet	EA	6	$ 2,022.00	$ 12,132.00	$ 2,100.00	$ 12,600.00	$ 2,037.00	$ 12,222.00	$ 1,941.07	$ 11,646.42	$ 2,400.00	$ 14,400.00
ST-12	Connect to Structure and/or Existing Pipe	EA	1	$ 695.00	$ 695.00	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 1,515.00	$ 1,515.00	$ 1,450.00	$ 1,450.00
ST-13	24" x 10' Spot Repair	EA	1	$ 3,122.00	$ 3,122.00	$ 4,500.00	$ 4,500.00	$ 3,800.00	$ 3,800.00	$ 4,361.00	$ 4,361.00	$ 6,000.00	$ 6,000.00
WATER MAIN CONSTRUCTION													
W-01	Provide 16" PVC Water Main-Directional Drill	LF	600	$ 230.00	$ 138,000.00	$ 295.00	$ 177,000.00	$ 192.00	$ 115,200.00	$ 298.32	$ 178,992.00	$ 340.00	$ 204,000.00
W-02	Provide 16" PVC Water Main-Open Cut (Granular Backfill)	LF	300	$ 189.00	$ 56,700.00	$ 190.00	$ 57,000.00	$ 166.00	$ 49,800.00	$ 251.16	$ 75,348.00	$ 260.00	$ 78,000.00
W-03	Provide 12" PVC Water Main-Open Cut (Natural Backfill)	LF	100	$ 100.00	$ 10,000.00	$ 75.00	$ 7,500.00	$ 106.00	$ 10,600.00	$ 134.36	$ 13,436.00	$ 150.00	$ 15,000.00
W-04	Provide 12" PVC Water Main-Open Cut (Granular Backfill)	LF	950	$ 125.00	$ 118,750.00	$ 95.00	$ 90,250.00	$ 112.00	$ 106,400.00	$ 111.88	$ 106,286.00	$ 165.00	$ 156,750.00
W-05	Provide 8" PVC Water Main-Open Cut (Granular Backfill)	LF	1300	$ 90.00	$ 117,000.00	$ 88.00	$ 114,400.00	$ 96.00	$ 124,800.00	$ 88.39	$ 114,907.00	$ 94.00	$ 122,200.00
W-06	Provide 8" PVC Water Main-Directional Drill	LF	900	$ 107.00	$ 96,300.00	$ 115.00	$ 103,500.00	$ 96.00	$ 86,400.00	$ 116.43	$ 104,787.00	$ 150.00	$ 135,000.00
W-07	Provide 6" PVC Water Main & Hydrant Lead- Open Cut	LF	200	$ 87.00	$ 17,400.00	$ 80.00	$ 16,000.00	$ 80.00	$ 16,000.00	$ 85.22	$ 17,044.00	$ 90.00	$ 18,000.00
W-08	Provide 8" PVC Service Lateral	LF	50	$ 120.00	$ 6,000.00	$ 98.00	$ 4,900.00	$ 150.00	$ 7,500.00	$ 87.32	$ 4,366.00	$ 120.00	$ 6,000.00
W-09	Provide 6" PVC Service Lateral	LF	110	$ 110.00	$ 12,100.00	$ 93.00	$ 10,230.00	$ 150.00	$ 16,500.00	$ 81.58	$ 8,973.80	$ 100.00	$ 11,000.00
W-10	Provide 4" PVC Service Lateral	LF	50	$ 100.00	$ 5,000.00	$ 90.00	$ 4,500.00	$ 150.00	$ 7,500.00	$ 77.60	$ 3,880.00	$ 100.00	$ 5,000.00
W-11	Provide 2" HDPE Water Service-Open Cut	LF	50	$ 61.00	$ 3,050.00	$ 82.00	$ 4,100.00	$ 121.00	$ 6,050.00	$ 65.78	$ 3,289.00	$ 100.00	$ 5,000.00
W-12	Provide 1" HDPE Water Service-Open Cut	LF	700	$ 60.00	$ 42,000.00	$ 80.00	$ 56,000.00	$ 120.00	$ 84,000.00	$ 71.75	$ 50,225.00	$ 90.00	$ 63,000.00
W-13	Provide 1" HDPE Water Service-Directional Drill	LF	500	$ 28.00	$ 14,000.00	$ 30.00	$ 15,000.00	$ 60.00	$ 30,000.00	$ 47.22	$ 23,610.00	$ 82.00	$ 41,000.00
W-14	Provide 2" Corporation with Plug/Saddle with 2" Galvanized	EA	4	$ 1,009.00	$ 4,036.00	$ 750.00	$ 3,000.00	$ 1,352.00	$ 5,408.00	$ 1,113.27	$ 4,453.08	$ 1,200.00	$ 4,800.00
W-15	Provide 2" Corporation and Curb Stop	EA	1	$ 1,349.00	$ 1,349.00	$ 1,150.00	$ 1,150.00	$ 1,527.00	$ 1,527.00	$ 1,693.77	$ 1,693.77	$ 1,000.00	$ 1,000.00
W-16	Provide 1" Corporation and Curb Stop	EA	35	$ 768.00	$ 26,880.00	$ 435.00	$ 15,225.00	$ 830.00	$ 29,050.00	$ 1,089.76	$ 38,141.60	$ 600.00	$ 21,000.00
W-17	Provide 16" Butterfly Valve	EA	4	$ 3,778.00	$ 15,112.00	$ 3,800.00	$ 15,200.00	$ 3,473.00	$ 13,892.00	$ 3,962.23	$ 15,848.92	$ 3,840.00	$ 15,360.00
W-18	Provide 12" Gate Valve	EA	3	$ 3,402.00	$ 10,206.00	$ 3,450.00	$ 10,350.00	$ 3,091.00	$ 9,273.00	$ 3,475.41	$ 10,426.23	$ 3,000.00	$ 9,000.00
W-19	Provide 8" Gate Valve	EA	11	$ 1,976.00	$ 21,736.00	$ 1,975.00	$ 21,725.00	$ 1,792.00	$ 19,712.00	$ 2,138.17	$ 23,519.87	$ 1,680.00	$ 18,480.00
W-20	Provide 6" Gate Valve	EA	6	$ 1,440.00	$ 8,640.00	$ 1,430.00	$ 8,580.00	$ 1,300.00	$ 7,800.00	$ 1,608.93	$ 9,653.58	$ 1,200.00	$ 7,200.00
W-21	Provide 4" Gate Valve	EA	1	$ 1,202.00	$ 1,202.00	$ 1,200.00	$ 1,200.00	$ 1,100.00	$ 1,100.00	$ 1,358.45	$ 1,358.45	$ 1,000.00	$ 1,000.00
W-22	Provide Connection to Existing Water Main	EA	12	$ 1,846.00	$ 22,152.00	$ 2,000.00	$ 24,000.00	$ 3,000.00	$ 36,000.00	$ 2,609.16	$ 31,309.92	$ 2,000.00	$ 24,000.00
W-23	Provide Connection to Existing Asbestos Cement Water Main	EA	1	$ 1,831.00	$ 1,831.00	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 2,988.59	$ 2,988.59	$ 10,000.00	$ 10,000.00
W-24	Provide Connection to Existing Water Main 16" x 8" Tapping Tee and Valve	EA	2	$ 5,792.00	$ 11,584.00	$ 6,000.00	$ 12,000.00	$ 6,600.00	$ 13,200.00	$ 7,102.32	$ 14,204.64	$ 12,000.00	$ 24,000.00
W-25	Provide Connection to Existing Water Main 16" x 6" Tapping Tee and Valve	EA	2	$ 4,999.00	$ 9,998.00	$ 5,500.00	$ 11,000.00	$ 5,799.00	$ 11,598.00	$ 3,331.99	$ 6,663.98	$ 12,000.00	$ 24,000.00
W-26	Provide Connection to Existing Water Main 8" x 8" Tapping Tee and Valve	EA	2	$ 4,672.00	$ 9,344.00	$ 5,200.00	$ 10,400.00	$ 5,717.00	$ 11,434.00	$ 5,774.17	$ 11,548.34	$ 6,000.00	$ 12,000.00
W-27	Provide Hydrant (8.0' Bury)	EA	1	$ 4,664.00	$ 4,664.00	$ 4,350.00	$ 4,350.00	$ 5,151.00	$ 5,151.00	$ 4,546.01	$ 4,546.01	$ 4,400.00	$ 4,400.00
W-28	Provide Hydrant (7.5' Bury)	EA	2	$ 4,591.00	$ 9,182.00	$ 4,300.00	$ 8,600.00	$ 5,083.00	$ 10,166.00	$ 4,486.93	$ 8,973.86	$ 4,040.00	$ 8,080.00
W-29	Provide Hydrant (7.0' Bury)	EA	2	$ 4,513.00	$ 9,026.00	$ 4,200.00	$ 8,400.00	$ 5,011.00	$ 10,022.00	$ 4,406.13	$ 8,812.26	$ 4,000.00	$ 8,000.00
W-30	Provide Hydrant (6.5' Bury)	EA	1	$ 4,441.00	$ 4,441.00	$ 4,150.00	$ 4,150.00	$ 4,950.00	$ 4,950.00	$ 4,337.95	$ 4,337.95	$ 4,000.00	$ 4,000.00
W-31	Provide Hydrant (5.5' Bury)	EA	1	$ 4,290.00	$ 4,290.00	$ 4,000.00	$ 4,000.00	$ 4,805.00	$ 4,805.00	$ 4,196.55	$ 4,196.55	$ 4,000.00	$ 4,000.00
W-32	Provide 16" Water Offset	EA	2	$ 6,222.00	$ 12,444.00	$ 3,000.00	$ 6,000.00	$ 6,568.00	$ 13,136.00	$ 7,997.18	$ 15,994.36	$ 12,000.00	$ 24,000.00
W-33	Provide 12" Water Main 1/2 Offset	EA	2	$ 2,355.00	$ 4,710.00	$ 2,500.00	$ 5,000.00	$ 2,764.00	$ 5,528.00	$ 5,482.28	$ 10,964.56	$ 10,000.00	$ 20,000.00
W-34	Provide 8" Water Main Offset	EA	1	$ 2,777.00	$ 2,777.00	$ 2,000.00	$ 2,000.00	$ 3,524.00	$ 3,524.00	$ 4,064.24	$ 4,064.24	$ 6,450.00	$ 6,450.00
W-35	Provide 8" Water Main 1/2 Offset	EA	2	$ 1,866.00	$ 3,732.00	$ 1,250.00	$ 2,500.00	$ 2,400.00	$ 4,800.00	$ 3,047.17	$ 6,094.34	$ 6,000.00	$ 12,000.00
W-36	Provide 8" Water Service Offset	EA	2	$ 2,224.00	$ 4,448.00	$ 1,250.00	$ 2,500.00	$ 3,100.00	$ 6,200.00	$ 3,547.12	$ 7,094.24	$ 6,000.00	$ 12,000.00

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PROJECT 21-01 SEWER AND WATER RELAY AND STREET RESURFACING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Dorner, Inc		Jossart Brothers, Inc		Advance Construction, Inc		De Groot, Inc		Soper Sewer & Water LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
W-37	Provide 6" Water Service Offset	EA	3	$ 1,849.00	$ 5,547.00	$ 1,000.00	$ 3,000.00	$ 2,386.00	$ 7,158.00	$ 2,914.86	$ 8,744.58	$ 6,000.00	$ 18,000.00
W-38	Provide 4" Water Service Offset	EA	1	$ 1,608.00	$ 1,608.00	$ 750.00	$ 750.00	$ 2,274.00	$ 2,274.00	$ 2,299.77	$ 2,299.77	$ 6,000.00	$ 6,000.00
W-39	Abandon/Remove Water Main and Appurtenances	LS	1	$ 11,809.00	$ 11,809.00	$ 7,500.00	$ 7,500.00	$ 2,000.00	$ 2,000.00	$ 6,565.00	$ 6,565.00	$ 12,000.00	$ 12,000.00
W-40	Remove and Replace 6' Diameter Water Valve Manhole and 12" Gate Valve	LS	1	$ 8,381.00	$ 8,381.00	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 9,306.16	$ 9,306.16	$ 8,000.00	$ 8,000.00
STREET AND DRAINAGE CONSTRUCTION													
SD-01	Unclassified Excavation	CY	50	$ 30.00	$ 1,500.00	$ 25.00	$ 1,250.00	$ 35.00	$ 1,750.00	$ 25.25	$ 1,262.50	$ 35.00	$ 1,750.00
SD-02	Mill Asphaltic Concrete Pavement	SY	2350	$ 2.30	$ 5,405.00	$ 2.21	$ 5,193.50	$ 2.15	$ 5,052.50	$ 2.28	$ 5,358.00	$ 4.00	$ 9,400.00
SD-03	Pulverize Asphaltic Concrete Pavement and Aggregate	SY	2300	$ 0.60	$ 1,380.00	$ 0.57	$ 1,311.00	$ 0.55	$ 1,265.00	$ 0.59	$ 1,357.00	$ 1.40	$ 3,220.00
SD-04	Provide 1 1/4" Crushed Aggregate Base Course	TON	40	$ 18.00	$ 720.00	$ 15.00	$ 600.00	$ 18.00	$ 720.00	$ 27.27	$ 1,090.80	$ 20.00	$ 800.00
SD-05	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Overlay or Upper Layer	TON	300	$ 68.90	$ 20,670.00	$ 67.21	$ 20,163.00	$ 65.25	$ 19,575.00	$ 69.20	$ 20,760.00	$ 74.00	$ 22,200.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Overlay or Upper Layer	TON	325	$ 69.00	$ 22,425.00	$ 67.36	$ 21,892.00	$ 65.40	$ 21,255.00	$ 69.36	$ 22,542.00	$ 70.20	$ 22,815.00
SD-07	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	600	$ 76.00	$ 45,600.00	$ 74.16	$ 44,496.00	$ 72.00	$ 43,200.00	$ 76.89	$ 46,134.00	$ 90.00	$ 54,000.00
SD-08	Provide Full-Depth Asphaltic Concrete Pavement Patch (4")	SY	240	$ 32.70	$ 7,848.00	$ 31.93	$ 7,663.20	$ 31.00	$ 7,440.00	$ 32.88	$ 7,891.20	$ 56.00	$ 13,440.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	900	$ 40.40	$ 36,360.00	$ 45.00	$ 40,500.00	$ 38.00	$ 34,200.00	$ 52.51	$ 47,259.00	$ 40.00	$ 36,000.00
SD-10	Remove and Replace 24" Concrete Curb and Gutter (Integral)	LF	350	$ 21.70	$ 7,595.00	$ 28.00	$ 9,800.00	$ 20.00	$ 7,000.00	$ 33.68	$ 11,788.00	$ 20.00	$ 7,000.00
SD-11	Remove and Replace 24" Temp. Asphaltic Concrete Curb and Gutter	LF	50	$ 34.10	$ 1,705.00	$ 32.70	$ 1,635.00	$ 36.75	$ 1,837.50	$ 48.82	$ 2,441.00	$ 20.00	$ 1,000.00
SD-12	Remove and Replace 8" Doweled Concrete Pavement w/ Integral Curb (HES-3DAY)	SY	10	$ 78.20	$ 782.00	$ 85.00	$ 850.00	$ 92.00	$ 920.00	$ 90.95	$ 909.50	$ 80.00	$ 800.00
SD-13	Remove and Replace 8" Doweled Concrete Pavement w/ Integral Curb	SY	820	$ 69.70	$ 57,154.00	$ 75.00	$ 61,500.00	$ 89.00	$ 72,980.00	$ 78.22	$ 64,140.40	$ 70.00	$ 57,400.00
SD-14	Remove and Replace 8" Doweled, Stamped & Colored Concrete Pavement	SY	25	$ 104.80	$ 2,620.00	$ 110.00	$ 2,750.00	$ 130.00	$ 3,250.00	$ 108.98	$ 2,724.50	$ 100.00	$ 2,500.00
SD-15	Remove and Replace 6" Concrete Sidewalk, Driveway and Ramp	SY	150	$ 60.70	$ 9,105.00	$ 64.00	$ 9,600.00	$ 75.00	$ 11,250.00	$ 78.29	$ 11,743.50	$ 60.00	$ 9,000.00
SD-16	Remove and Replace 4" Concrete Sidewalk	SY	325	$ 58.40	$ 18,980.00	$ 62.00	$ 20,150.00	$ 69.00	$ 22,425.00	$ 75.90	$ 24,667.50	$ 60.00	$ 19,500.00
SD-17	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	2000	$ 1.10	$ 2,200.00	$ 1.03	$ 2,060.00	$ 1.00	$ 2,000.00	$ 1.06	$ 2,120.00	$ 1.00	$ 2,000.00
SD-18	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	500	$ 6.30	$ 3,150.00	$ 6.18	$ 3,090.00	$ 7.00	$ 3,500.00	$ 6.36	$ 3,180.00	$ 6.00	$ 3,000.00
SD-19	Drilled Dowel Bars	EA	1000	$ 9.50	$ 9,500.00	$ 9.27	$ 9,270.00	$ 0.01	$ 10.00	$ 9.54	$ 9,540.00	$ 9.00	$ 9,000.00
SD-20	Drilled Tie Bars (Concrete Pavement)	EA	125	$ 6.30	$ 787.50	$ 6.18	$ 772.50	$ 10.00	$ 1,250.00	$ 6.36	$ 795.00	$ 6.00	$ 750.00
SD-21	Provide Detectable Warning Field (Natural)	EA	7	$ 343.00	$ 2,401.00	$ 335.00	$ 2,345.00	$ 300.00	$ 2,100.00	$ 344.66	$ 2,412.62	$ 325.00	$ 2,275.00
SD-22	Pavement Marking Epoxy 12-inch White	LF	200	$ 11.10	$ 2,220.00	$ 10.82	$ 2,164.00	$ 10.50	$ 2,100.00	$ 11.14	$ 2,228.00	$ 10.50	$ 2,100.00
SD-23	Pavement marking Epoxy 8-inch White	LF	325	$ 4.80	$ 1,560.00	$ 4.64	$ 1,508.00	$ 4.50	$ 1,462.50	$ 4.78	$ 1,553.50	$ 4.50	$ 1,462.50
SD-24	Pavement Marking Epoxy 4-inch Yellow (Double)	LF	200	$ 4.80	$ 960.00	$ 4.64	$ 928.00	$ 4.50	$ 900.00	$ 4.78	$ 956.00	$ 4.50	$ 900.00
SD-25	Pavement Marking Arrows Epoxy Type-2	EA	2	$ 327.00	$ 654.00	$ 320.00	$ 640.00	$ 310.00	$ 620.00	$ 328.76	$ 657.52	$ 310.00	$ 620.00
SD-26	New Bump-out Landscaping - Topsoil, Seed, Fertilizer, and Mulch	SY	100	$ 11.00	$ 1,100.00	$ 10.00	$ 1,000.00	$ 10.00	$ 1,000.00	$ 25.25	$ 2,525.00	$ 14.00	$ 1,400.00
STREET AND DRAINAGE CONSTRUCTION - GRANT STREET BUMP-OUT													
SD-27	Unclassified Excavation	CY	50	$ 30.00	$ 1,500.00	$ 25.00	$ 1,250.00	$ 35.00	$ 1,750.00	$ 25.25	$ 1,262.50	$ 30.00	$ 1,500.00
SD-28	Provide 1 1/4" Crushed Aggregate Base Course	TON	60	$ 18.00	$ 1,080.00	$ 15.00	$ 900.00	$ 18.00	$ 1,080.00	$ 22.22	$ 1,333.20	$ 24.00	$ 1,440.00
SD-29	Mill Asphaltic Concrete Pavement	SY	200	$ 5.30	$ 1,060.00	$ 5.15	$ 1,030.00	$ 5.00	$ 1,000.00	$ 5.30	$ 1,060.00	$ 13.00	$ 2,600.00
SD-30	Remove Asphaltic Concrete Pavement	SY	500	$ 4.00	$ 2,000.00	$ 3.00	$ 1,500.00	$ 4.50	$ 2,250.00	$ 10.10	$ 5,050.00	$ 8.00	$ 4,000.00
SD-31	Remove 24" Concrete Curb and Gutter	LF	500	$ 3.00	$ 1,500.00	$ 5.00	$ 2,500.00	$ 3.50	$ 1,750.00	$ 3.03	$ 1,515.00	$ 5.00	$ 2,500.00
SD-32	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Overlay or Upper Layer	TON	65	$ 95.00	$ 6,175.00	$ 92.70	$ 6,025.50	$ 90.00	$ 5,850.00	$ 99.99	$ 6,499.35	$ 122.00	$ 7,930.00
SD-33	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	55	$ 116.10	$ 6,385.50	$ 113.30	$ 6,231.50	$ 110.00	$ 6,050.00	$ 122.21	$ 6,721.55	$ 195.00	$ 10,725.00
SD-34	Remove and Replace 8" Concrete Sidewalk, Driveway and Ramp	SY	35	$ 68.90	$ 2,411.50	$ 72.00	$ 2,520.00	$ 85.00	$ 2,975.00	$ 80.19	$ 2,806.65	$ 70.00	$ 2,450.00
SD-35	Provide 6" Concrete Sidewalk, Driveway and Ramp	SY	20	$ 60.70	$ 1,214.00	$ 64.00	$ 1,280.00	$ 75.00	$ 1,500.00	$ 72.04	$ 1,440.80	$ 60.00	$ 1,200.00
SD-36	Remove and Replace 4" Concrete Sidewalk	SY	40	$ 58.40	$ 2,336.00	$ 62.00	$ 2,480.00	$ 69.00	$ 2,760.00	$ 78.63	$ 3,145.20	$ 60.00	$ 2,400.00
SD-37	Provide 24" Concrete Curb and Gutter	LF	380	$ 39.90	$ 15,162.00	$ 45.00	$ 17,100.00	$ 27.50	$ 10,450.00	$ 46.26	$ 17,578.80	$ 40.00	$ 15,200.00
SD-38	Drilled Tie Bars	EA	30	$ 6.30	$ 189.00	$ 6.18	$ 185.40	$ 10.00	$ 300.00	$ 6.36	$ 190.80	$ 6.00	$ 180.00
SD-39	Provide Detectable Warning Field (Natural)	EA	2	$ 343.10	$ 686.20	$ 335.00	$ 670.00	$ 300.00	$ 600.00	$ 344.66	$ 689.32	$ 325.00	$ 650.00
SD-40	Rectangular Rapid Flash Beacon	EA	2	$ 7,179.00	$ 14,358.00	$ 7,000.00	$ 14,000.00	$ 6,800.00	$ 13,600.00	$ 7,575.00	$ 15,150.00	$ 7,000.00	$ 14,000.00
SD-41	Pavement Marking Epoxy 12" Crosswalk	LF	125	$ 26.40	$ 3,300.00	$ 25.75	$ 3,218.75	$ 25.00	$ 3,125.00	$ 26.51	$ 3,313.75	$ 25.00	$ 3,125.00
SD-42	New Bump-out Landscaping - Topsoil, Seed, Fertilizer, and Mulch	SY	200	$ 11.00	$ 2,200.00	$ 10.00	$ 2,000.00	$ 10.00	$ 2,000.00	$ 20.20	$ 4,040.00	$ 14.00	$ 2,800.00
SPECIAL CONSTRUCTION													
SC-01	Pipe Foundation Stabilization	CY	100	$ 26.00	$ 2,600.00	$ 10.00	$ 1,000.00	$ 30.00	$ 3,000.00	$ 20.20	$ 2,020.00	$ 10.00	$ 1,000.00
SC-02	Provide Polystyrene Insulation Board (4' Wide)	LF	250	$ 6.00	$ 1,500.00	$ 8.00	$ 2,000.00	$ 7.00	$ 1,750.00	$ 7.07	$ 1,767.50	$ 10.00	$ 2,500.00
SC-03	Tree and Stump Removal	ID	200	$ 42.00	$ 8,400.00	$ 42.00	$ 8,400.00	$ 40.00	$ 8,000.00	$ 42.42	$ 8,484.00	$ 40.00	$ 8,000.00
SC-04	Inlet Protection Type D	EA	11	$ 115.00	$ 1,265.00	$ 100.00	$ 1,100.00	$ 75.00	$ 825.00	$ 202.00	$ 2,222.00	$ 100.00	$ 1,100.00
SC-05	Erosion Control Silt Fence	LF	50	$ 3.00	$ 150.00	$ 3.00	$ 150.00	$ 4.00	$ 200.00	$ 6.06	$ 303.00	$ 5.00	$ 250.00
SC-06	Adjust Inlet	EA	3	$ 528.00	$ 1,584.00	$ 400.00	$ 1,200.00	$ 350.00	$ 1,050.00	$ 656.50	$ 1,969.50	$ 500.00	$ 1,500.00
SC-07	Adjust Manhole	EA	2	$ 437.00	$ 874.00	$ 300.00	$ 600.00	$ 350.00	$ 700.00	$ 924.15	$ 1,848.30	$ 500.00	$ 1,000.00
SC-08	Reconstruct Manhole	VF	4	$ 670.00	$ 2,680.00	$ 500.00	$ 2,000.00	$ 600.00	$ 2,400.00	$ 656.50	$ 2,626.00	$ 300.00	$ 1,200.00
SC-09	Traffic Control (Ridgeway Boulevard)	LS	1	$ 10,030.00	$ 10,030.00	$ 10,000.00	$ 10,000.00	$ 24,500.00	$ 24,500.00	$ 10,605.00	$ 10,605.00	$ 20,000.00	$ 20,000.00
SC-10	Traffic Control (Third Street)	LS	1	$ 2,428.00	$ 2,428.00	$ 2,500.00	$ 2,500.00	$ 12,300.00	$ 12,300.00	$ 3,030.00	$ 3,030.00	$ 20,000.00	$ 20,000.00
	TOTAL AMOUNT BID				**$ 1,411,405.70**		**$ 1,414,752.35**		**$ 1,515,275.50**		**$ 1,599,253.09**		**$ 1,852,992.50**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 21-02 Erie Street Reconstruction and Utility Relay to Jossart Brothers, Inc. in the amount of $1,417,716.50**

The Board of Public Works at the April 12, 2021 Meeting approved awarding Contract 21-02 Erie Street Reconstruction and Utility Relay to Jossart Brothers, Inc. in the amount of $1,417,716.50 with the City bonding for an additional $200,000 to cover street and water main overage with emphasis on COVID relief funds covering the $146,000 in increased water main expense, if available, and moved to send it to Common Council for approval. Upon vote, the motion passed with a 4-0 vote.

ATTACHMENTS:

- 2021 0412 CI_BOPW_Award_21-02 (PDF)
- 2021 0401 Project 21-02 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 12, 2021

RE: **Consideration and possible action on award of Contract 21-02 Erie Street Reconstruction and Utility Relay***

The Engineering Department received bids for Project 21-02 Erie Street Reconstruction and Utility Relay on April 1, 2021. This project involves the reconstruction and utility relay on Erie Street from George Street to Ridgeway Boulevard due to the deteriorated condition of the street and various utilities.

The Bids received are as follows:

Contractor	Amount
Jossart Brothers, Inc.	$1,417,716.50
Superior Sewer and Water, Inc.	$1,501,346.80
Kruczek Construction, Inc.	$1,510,000.00
Dorner, Inc.	$1,535,266.00
Feaker & Sons Company, Inc.	$1,536,548.50
De Groot, Inc.	$1,579,049.18
Advance Construction, Inc.	$1,601,809.00
PTS Contractors, Inc.	$1,774,240.00

The allocated amount from the capital improvement budget is $1,313,000 which is below the bid amount. The breakdown is as follows:

- General Obligation Debt: $420,000
- Sewerage Utility Fund: $153,000
- Water Utility Fund: $410,000
- Storm Water Utility Fund: $330,000

There are two cost overages on this project, being the roadway costs and water main. The Erie Street reconstruction is a replacement for the Lewis Street reconstruction which has been postponed until 2022. The original Lewis Street cost estimate was $540,000 which included $420,000 in general obligation debt and $120,000 in assessment costs for the Mulva Site. The Erie Street reconstruction cost is $451,585 which is below the overall Lewis Street costs but above the bonding amount of $420,000. With contingency the additional bonding will be $54,000.

For Project 21-02, the cost for water main installation is $539,045 which is $129,045.63 above the allocated funds. With contingency the additional bonding will be $146,000.

Staff has reviewed the options for the overage and determined the following three:

1. Bond for an additional amount of $200,000 ($54,000 plus $146,000) to cover the street and

water main overage.

2. There has been discussion that the City may be eligible for up to $2,000,000 in Covid relief funds due to increased expenses. If available, use $146,000 of the funds to cover the increased water main cost.
3. Reduce the amount of water main being installed on City projects, in particular, along Ridgeway Boulevard.

Staff's recommendation is to accept the bid from Jossart Brothers, Inc. in the amount of $1,417,716.50 and bond for the additional funds and if Covid relief funds become available use this to pay the additional water main costs.

Attachments:

2021 0401 Project 21-02 Bid Tab (PDF)

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PROJECT 21-02 ERIE STREET RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Jossart Brothers, Inc.		Superior Sewer and Water Inc.		Kruczek Construction, Inc.		Dorner, Inc.		Feaker & Sons Co., Inc.		De Groot, Inc.		Advance Construction, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER CONSTRUCTION																			
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	400	$ 85.00	$ 34,000.00	$ 114.00	$ 45,600.00	$ 87.00	$ 34,800.00	$ 92.00	$ 36,800.00	$ 95.00	$ 38,000.00	$ 82.66	$ 33,064.00	$ 105.00	$ 42,000.00	$ 115.00	$ 46,000.00
SS-02	Provide 8" PVC Sanitary Sewer	LF	290	$ 85.00	$ 24,650.00	$ 90.00	$ 26,100.00	$ 81.00	$ 23,490.00	$ 91.00	$ 26,390.00	$ 95.00	$ 27,550.00	$ 76.27	$ 22,118.30	$ 105.00	$ 30,450.00	$ 116.00	$ 33,640.00
SS-03	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	440	$ 84.00	$ 36,960.00	$ 87.00	$ 38,280.00	$ 79.50	$ 34,980.00	$ 81.00	$ 35,640.00	$ 80.00	$ 35,200.00	$ 74.56	$ 32,806.40	$ 116.00	$ 51,040.00	$ 134.00	$ 58,960.00
SS-04	Provide 4" PVC Sanitary Sewer Lateral	LF	30	$ 83.00	$ 2,490.00	$ 81.00	$ 2,430.00	$ 97.50	$ 2,925.00	$ 75.00	$ 2,250.00	$ 80.00	$ 2,400.00	$ 69.93	$ 2,097.90	$ 111.00	$ 3,330.00	$ 130.00	$ 3,900.00
SS-05	Provide Sanitary Sewer Risers	LF	20	$ 75.00	$ 1,500.00	$ 88.00	$ 1,760.00	$ 49.00	$ 980.00	$ 92.00	$ 1,840.00	$ 100.00	$ 2,000.00	$ 117.97	$ 2,359.40	$ 111.00	$ 2,220.00	$ 105.00	$ 2,100.00
SS-06	Provide 8" x 6" or 8" x 4" Sanitary Wye	EA	2	$ 100.00	$ 200.00	$ 160.00	$ 320.00	$ 200.00	$ 400.00	$ 141.00	$ 282.00	$ 135.00	$ 270.00	$ 606.00	$ 1,212.00	$ 70.00	$ 140.00	$ 188.00	$ 376.00
SS-07	Provide 8" x 4" Sanitary Wye	EA	1	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 200.00	$ 200.00	$ 136.00	$ 136.00	$ 130.00	$ 130.00	$ 595.90	$ 595.90	$ 65.00	$ 65.00	$ 185.00	$ 185.00
SS-08	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	9	$ 100.00	$ 900.00	$ 450.00	$ 4,050.00	$ 360.00	$ 3,240.00	$ 1,296.00	$ 11,664.00	$ 450.00	$ 4,050.00	$ 2,272.50	$ 20,452.50	$ 226.00	$ 2,034.00	$ 2,600.00	$ 23,400.00
SS-09	Dig Down and Verify Active Lateral	EA	2	$ 600.00	$ 1,200.00	$ 500.00	$ 1,000.00	$ 950.00	$ 1,900.00	$ 726.00	$ 1,452.00	$ 750.00	$ 1,500.00	$ 1,262.50	$ 2,525.00	$ 750.00	$ 1,500.00	$ 1,100.00	$ 2,200.00
SS-10	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	25	$ 425.00	$ 10,625.00	$ 320.00	$ 8,000.00	$ 430.00	$ 10,750.00	$ 469.00	$ 11,725.00	$ 400.00	$ 10,000.00	$ 488.55	$ 12,213.75	$ 700.00	$ 17,500.00	$ 490.00	$ 12,250.00
SS-11	Provide 4' Diameter Outside Drop Sanitary Sewer Manhole	VF	19	$ 560.00	$ 10,640.00	$ 440.00	$ 8,360.00	$ 587.00	$ 11,153.00	$ 554.00	$ 10,526.00	$ 535.00	$ 10,165.00	$ 681.64	$ 12,951.16	$ 790.00	$ 15,010.00	$ 685.00	$ 13,015.00
SS-12	Core Drill Sanitary Manhole	EA	1	$ 800.00	$ 800.00	$ 750.00	$ 750.00	$ 500.00	$ 500.00	$ 358.00	$ 358.00	$ 1,150.00	$ 1,150.00	$ 3,535.00	$ 3,535.00	$ 700.00	$ 700.00	$ 725.00	$ 725.00
SS-13	Connect to Existing Sanitary Sewer Pipe	EA	5	$ 500.00	$ 2,500.00	$ 380.00	$ 1,900.00	$ 800.00	$ 4,000.00	$ 1,111.00	$ 5,555.00	$ 320.00	$ 1,600.00	$ 2,651.25	$ 13,256.25	$ 425.00	$ 2,125.00	$ 1,400.00	$ 7,000.00
SS-14	Connect to Existing CIPP Sanitary Sewer Pipe	EA	3	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00	$ 775.00	$ 2,325.00	$ 1,062.00	$ 3,186.00	$ 275.00	$ 825.00	$ 2,605.80	$ 7,817.40	$ 380.00	$ 1,140.00	$ 2,500.00	$ 7,500.00
ST-01	Remove 24" and Relay 30" PVC, PP, or RCP Class III Storm Sewer	LF	400	$ 97.00	$ 38,800.00	$ 132.00	$ 52,800.00	$ 114.00	$ 45,600.00	$ 116.00	$ 46,400.00	$ 105.00	$ 42,000.00	$ 97.80	$ 39,120.00	$ 107.00	$ 42,800.00	$ 155.00	$ 62,000.00
ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	40	$ 63.00	$ 2,520.00	$ 70.00	$ 2,800.00	$ 95.00	$ 3,800.00	$ 70.00	$ 2,800.00	$ 95.00	$ 3,800.00	$ 62.26	$ 2,490.40	$ 79.00	$ 3,160.00	$ 89.00	$ 3,560.00
ST-03	Provide 30" RCP Class III Storm Sewer	LF	10	$ 97.00	$ 970.00	$ 150.00	$ 1,500.00	$ 208.00	$ 2,080.00	$ 144.00	$ 1,440.00	$ 600.00	$ 6,000.00	$ 101.44	$ 1,014.40	$ 107.00	$ 1,070.00	$ 275.00	$ 2,750.00
ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	830	$ 62.00	$ 51,460.00	$ 70.00	$ 58,100.00	$ 72.00	$ 59,760.00	$ 67.00	$ 55,610.00	$ 72.00	$ 59,760.00	$ 68.09	$ 56,514.70	$ 77.00	$ 63,910.00	$ 91.00	$ 75,530.00
ST-05	Provide 8" PVC Storm Sewer	LF	250	$ 58.00	$ 14,500.00	$ 62.00	$ 15,500.00	$ 57.00	$ 14,250.00	$ 50.00	$ 12,500.00	$ 60.00	$ 15,000.00	$ 49.74	$ 12,435.00	$ 63.00	$ 15,750.00	$ 80.00	$ 20,000.00
ST-06	Provide 6" PVC Storm Sewer Lateral	LF	1,450	$ 48.00	$ 69,600.00	$ 54.00	$ 78,300.00	$ 45.50	$ 65,975.00	$ 49.00	$ 71,050.00	$ 52.00	$ 75,400.00	$ 49.22	$ 71,369.00	$ 53.00	$ 76,850.00	$ 64.00	$ 92,800.00
ST-07	Provide 30" x 6" Storm Branch or Inserta Tee	EA	9	$ 250.00	$ 2,250.00	$ 270.00	$ 2,430.00	$ 400.00	$ 3,600.00	$ 465.00	$ 4,185.00	$ 175.00	$ 1,575.00	$ 649.43	$ 5,844.87	$ 200.00	$ 1,800.00	$ 300.00	$ 2,700.00
ST-08	Provide 12" x 6" Storm Branch or Inserta Tee	EA	2	$ 250.00	$ 500.00	$ 270.00	$ 540.00	$ 400.00	$ 800.00	$ 322.00	$ 644.00	$ 175.00	$ 350.00	$ 649.43	$ 1,298.86	$ 200.00	$ 400.00	$ 300.00	$ 600.00
ST-09	Core Drill Storm Sewer and Provide Lateral Connection	EA	25	$ 250.00	$ 6,250.00	$ 200.00	$ 5,000.00	$ 300.00	$ 7,500.00	$ 452.00	$ 11,300.00	$ 250.00	$ 6,250.00	$ 542.37	$ 13,559.25	$ 140.00	$ 3,500.00	$ 250.00	$ 6,250.00
ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	6	$ 450.00	$ 2,700.00	$ 310.00	$ 1,860.00	$ 445.00	$ 2,670.00	$ 543.00	$ 3,258.00	$ 650.00	$ 3,900.00	$ 542.56	$ 3,255.36	$ 649.00	$ 3,894.00	$ 440.00	$ 2,640.00
ST-11	Remove and Replace 6' Diameter Storm Manhole	VF	14	$ 630.00	$ 8,820.00	$ 440.00	$ 6,160.00	$ 620.00	$ 8,680.00	$ 710.00	$ 9,940.00	$ 750.00	$ 10,500.00	$ 702.97	$ 9,841.58	$ 800.00	$ 11,200.00	$ 635.00	$ 8,890.00
ST-12	Provide 5' Diameter Storm Manhole (Construct Over Existing-Doghouse)	VF	11	$ 730.00	$ 8,030.00	$ 1,059.00	$ 11,649.00	$ 750.00	$ 8,250.00	$ 776.00	$ 8,536.00	$ 900.00	$ 9,900.00	$ 882.03	$ 9,702.33	$ 758.00	$ 8,338.00	$ 620.00	$ 6,820.00
ST-13	Provide 4' Diameter Storm Manhole	VF	38	$ 570.00	$ 21,660.00	$ 310.00	$ 11,780.00	$ 500.00	$ 19,000.00	$ 550.00	$ 20,900.00	$ 700.00	$ 26,600.00	$ 657.86	$ 24,998.68	$ 505.00	$ 19,190.00	$ 440.00	$ 16,720.00
ST-14	Provide 5' Diameter Storm Manhole	VF	14	$ 590.00	$ 8,260.00	$ 440.00	$ 6,160.00	$ 540.00	$ 7,560.00	$ 583.00	$ 8,162.00	$ 800.00	$ 11,200.00	$ 665.32	$ 9,314.48	$ 579.00	$ 8,106.00	$ 510.00	$ 7,140.00
ST-15	Remove and Replace Type B Inlet	EA	2	$ 2,100.00	$ 4,200.00	$ 1,800.00	$ 3,600.00	$ 2,100.00	$ 4,200.00	$ 2,085.00	$ 4,170.00	$ 2,100.00	$ 4,200.00	$ 2,154.98	$ 4,309.96	$ 2,407.00	$ 4,814.00	$ 2,600.00	$ 5,200.00
ST-16	Provide Type B Inlet	EA	18	$ 1,900.00	$ 34,200.00	$ 1,800.00	$ 32,400.00	$ 2,075.00	$ 37,350.00	$ 2,013.00	$ 36,234.00	$ 2,100.00	$ 37,800.00	$ 2,121.00	$ 38,178.00	$ 2,107.00	$ 37,926.00	$ 2,325.00	$ 41,850.00
ST-17	Connect to Existing Storm Structure	EA	2	$ 1,000.00	$ 2,000.00	$ 880.00	$ 1,760.00	$ 475.00	$ 950.00	$ 596.00	$ 1,192.00	$ 1,400.00	$ 2,800.00	$ 1,515.00	$ 3,030.00	$ 400.00	$ 800.00	$ 1,350.00	$ 2,700.00
ST-18	Connect to Existing Pipe	EA	8	$ 500.00	$ 4,000.00	$ 700.00	$ 5,600.00	$ 475.00	$ 3,800.00	$ 764.00	$ 6,112.00	$ 400.00	$ 3,200.00	$ 1,515.00	$ 12,120.00	$ 400.00	$ 3,200.00	$ 1,000.00	$ 8,000.00
ST-19	Concrete Collar (Connection to Existing Pipe)	EA	7	$ 1,000.00	$ 7,000.00	$ 1,100.00	$ 7,700.00	$ 275.00	$ 1,925.00	$ 693.00	$ 4,851.00	$ 400.00	$ 2,800.00	$ 2,020.00	$ 14,140.00	$ 500.00	$ 3,500.00	$ 875.00	$ 6,125.00

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PROJECT 21-02 ERIE STREET RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Jossart Brothers, Inc.		Superior Sewer and Water Inc.		Kruczek Construction, Inc.		Dorner, Inc.		Feaker & Sons Co., Inc.		De Groot, Inc.		Advance Construction, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
ST-20	Core Drill Storm Manhole (12" Opening)	EA	1	$ 500.00	$ 500.00	$ 1,025.00	$ 1,025.00	$ 400.00	$ 400.00	$ 596.00	$ 596.00	$ 1,200.00	$ 1,200.00	$ 858.50	$ 858.50	$ 250.00	$ 250.00	$ 535.00	$ 535.00
ST-21	Core Drill Storm Manhole (6" Opening)	EA	1	$ 300.00	$ 300.00	$ 520.00	$ 520.00	$ 400.00	$ 400.00	$ 358.00	$ 358.00	$ 250.00	$ 250.00	$ 404.00	$ 404.00	$ 150.00	$ 150.00	$ 386.00	$ 386.00
ST-22	Storm Sewer Dig Down Spot Repair -10 Feet	EA	1	$ 1,200.00	$ 1,200.00	$ 6,800.00	$ 6,800.00	$ 2,600.00	$ 2,600.00	$ 1,574.00	$ 1,574.00	$ 4,000.00	$ 4,000.00	$ 2,878.50	$ 2,878.50	$ 2,600.00	$ 2,600.00	$ 3,200.00	$ 3,200.00
ST-23	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	$ 8,000.00	$ 8,000.00	$ 3,350.00	$ 3,350.00	$ 8,000.00	$ 8,000.00	$ 4,318.00	$ 4,318.00	$ 8,985.00	$ 8,985.00	$ 2,525.00	$ 2,525.00	$ 3,000.00	$ 3,000.00	$ 6,900.00	$ 6,900.00
WATER MAIN CONSTRUCTION																			
W-01	Provide 16" PVC Water Main	LF	2,140	$ 120.00	$ 256,800.00	$ 145.00	$ 310,300.00	$ 148.00	$ 316,720.00	$ 132.00	$ 282,480.00	$ 135.00	$ 288,900.00	$ 126.65	$ 271,031.00	$ 143.00	$ 306,020.00	$ 170.00	$ 363,800.00
W-02	Provide 12" PVC Water Main	LF	10	$ 112.00	$ 1,120.00	$ 112.00	$ 1,120.00	$ 207.00	$ 2,070.00	$ 112.00	$ 1,120.00	$ 150.00	$ 1,500.00	$ 93.99	$ 939.90	$ 258.00	$ 2,580.00	$ 235.00	$ 2,350.00
W-03	Provide 8" PVC Water Main	LF	350	$ 83.00	$ 29,050.00	$ 88.00	$ 30,800.00	$ 83.00	$ 29,050.00	$ 90.00	$ 31,500.00	$ 90.00	$ 31,500.00	$ 74.19	$ 25,966.50	$ 97.00	$ 33,950.00	$ 113.00	$ 39,550.00
W-04	Provide 6" PVC Water Main & Hydrant Lead	LF	90	$ 80.00	$ 7,200.00	$ 74.00	$ 6,660.00	$ 134.50	$ 12,105.00	$ 81.00	$ 7,290.00	$ 85.00	$ 7,650.00	$ 65.44	$ 5,889.60	$ 97.00	$ 8,730.00	$ 127.00	$ 11,430.00
W-05	Provide 1 1/2" HDPE Water Service	LF	25	$ 65.00	$ 1,625.00	$ 60.00	$ 1,500.00	$ 95.00	$ 2,375.00	$ 61.00	$ 1,525.00	$ 85.00	$ 2,125.00	$ 59.42	$ 1,485.50	$ 75.00	$ 1,875.00	$ 78.00	$ 1,950.00
W-06	Provide 1" HDPE Water Service	LF	1,510	$ 59.00	$ 89,090.00	$ 57.00	$ 86,070.00	$ 74.00	$ 111,740.00	$ 61.00	$ 92,110.00	$ 70.00	$ 105,700.00	$ 58.94	$ 88,999.40	$ 74.00	$ 111,740.00	$ 77.00	$ 116,270.00
W-07	Provide 1 1/2" Corporation and Curb Stop	EA	1	$ 950.00	$ 950.00	$ 880.00	$ 880.00	$ 950.00	$ 950.00	$ 1,007.00	$ 1,007.00	$ 975.00	$ 975.00	$ 1,334.21	$ 1,334.21	$ 1,121.00	$ 1,121.00	$ 950.00	$ 950.00
W-08	Provide 1" Corporation and Curb Stop	EA	47	$ 500.00	$ 23,500.00	$ 480.00	$ 22,560.00	$ 500.00	$ 23,500.00	$ 593.00	$ 27,871.00	$ 600.00	$ 28,200.00	$ 947.27	$ 44,521.69	$ 688.00	$ 32,336.00	$ 565.00	$ 26,555.00
W-09	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	5	$ 1,000.00	$ 5,000.00	$ 700.00	$ 3,500.00	$ 1,100.00	$ 5,500.00	$ 1,051.00	$ 5,255.00	$ 1,865.00	$ 9,325.00	$ 1,909.51	$ 9,547.55	$ 1,390.00	$ 6,950.00	$ 770.00	$ 3,850.00
W-10	Provide 16" Butterfly Valve	EA	5	$ 5,000.00	$ 25,000.00	$ 3,200.00	$ 16,000.00	$ 5,250.00	$ 26,250.00	$ 4,915.00	$ 24,575.00	$ 4,870.00	$ 24,350.00	$ 4,916.68	$ 24,583.40	$ 4,568.00	$ 22,840.00	$ 4,600.00	$ 23,000.00
W-11	Provide 12" Gate Valve	EA	1	$ 3,450.00	$ 3,450.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,402.00	$ 3,402.00	$ 3,240.00	$ 3,240.00	$ 3,475.41	$ 3,475.41	$ 3,140.00	$ 3,140.00	$ 3,200.00	$ 3,200.00
W-12	Provide 8" Gate Valve	EA	3	$ 1,975.00	$ 5,925.00	$ 1,750.00	$ 5,250.00	$ 2,000.00	$ 6,000.00	$ 1,976.00	$ 5,928.00	$ 1,965.00	$ 5,895.00	$ 2,138.17	$ 6,414.51	$ 1,777.00	$ 5,331.00	$ 1,900.00	$ 5,700.00
W-13	Provide 6" Gate Valve	EA	4	$ 1,430.00	$ 5,720.00	$ 1,300.00	$ 5,200.00	$ 1,925.00	$ 7,700.00	$ 1,440.00	$ 5,760.00	$ 1,495.00	$ 5,980.00	$ 1,608.93	$ 6,435.72	$ 1,293.00	$ 5,172.00	$ 1,400.00	$ 5,600.00
W-14	Provide Connection to Existing Water Main	EA	9	$ 2,000.00	$ 18,000.00	$ 2,100.00	$ 18,900.00	$ 1,700.00	$ 15,300.00	$ 1,984.00	$ 17,856.00	$ 2,720.00	$ 24,480.00	$ 2,768.74	$ 24,918.66	$ 2,991.00	$ 26,919.00	$ 2,000.00	$ 18,000.00
W-15	Provide Hydrant 7.5' Bury	EA	2	$ 4,200.00	$ 8,400.00	$ 3,800.00	$ 7,600.00	$ 4,875.00	$ 9,750.00	$ 4,620.00	$ 9,240.00	$ 4,390.00	$ 8,780.00	$ 4,484.40	$ 8,968.80	$ 5,090.00	$ 10,180.00	$ 4,400.00	$ 8,800.00
W-16	Provide Hydrant 7.0' Bury	EA	1	$ 4,100.00	$ 4,100.00	$ 3,700.00	$ 3,700.00	$ 4,785.00	$ 4,785.00	$ 4,539.00	$ 4,539.00	$ 4,315.00	$ 4,315.00	$ 4,408.65	$ 4,408.65	$ 5,015.00	$ 5,015.00	$ 4,300.00	$ 4,300.00
W-17	Provide 16" Water Main Offset	EA	2	$ 6,000.00	$ 12,000.00	$ 8,200.00	$ 16,400.00	$ 6,660.00	$ 13,320.00	$ 6,329.00	$ 12,658.00	$ 6,500.00	$ 13,000.00	$ 8,098.18	$ 16,196.36	$ 6,568.00	$ 13,136.00	$ 7,800.00	$ 15,600.00
W-18	Provide 8" Water Main Offset	EA	1	$ 2,500.00	$ 2,500.00	$ 5,900.00	$ 5,900.00	$ 2,325.00	$ 2,325.00	$ 2,884.00	$ 2,884.00	$ 2,995.00	$ 2,995.00	$ 4,670.24	$ 4,670.24	$ 3,024.00	$ 3,024.00	$ 4,000.00	$ 4,000.00
W-19	Provide 16" - 1/2 Water Main Offset	EA	2	$ 3,000.00	$ 6,000.00	$ 8,200.00	$ 16,400.00	$ 3,330.00	$ 6,660.00	$ 3,403.00	$ 6,806.00	$ 3,685.00	$ 7,370.00	$ 5,538.84	$ 11,077.68	$ 3,284.00	$ 6,568.00	$ 3,900.00	$ 7,800.00
W-20	Abandon/Remove Water Main and Appurtenances	LS	1	$ 9,000.00	$ 9,000.00	$ 2,500.00	$ 2,500.00	$ 9,000.00	$ 9,000.00	$ 4,580.00	$ 4,580.00	$ 11,295.00	$ 11,295.00	$ 12,625.00	$ 12,625.00	$ 3,000.00	$ 3,000.00	$ 2,900.00	$ 2,900.00
STREET AND DRAINAGE CONSTRUCTION																			
SD-01	Clearing and Grubbing	ID	230	$ 42.00	$ 9,660.00	$ 40.00	$ 9,200.00	$ 44.00	$ 10,120.00	$ 42.20	$ 9,706.00	$ 41.00	$ 9,430.00	$ 50.50	$ 11,615.00	$ 40.00	$ 9,200.00	$ 135.00	$ 31,050.00
SD-02	Unclassified Excavation	CY	4,650	$ 14.65	$ 68,122.50	$ 11.00	$ 51,150.00	$ 14.25	$ 66,262.50	$ 13.00	$ 60,450.00	$ 14.35	$ 66,727.50	$ 14.80	$ 68,820.00	$ 15.00	$ 69,750.00	$ 14.50	$ 67,425.00
SD-03	Mill Asphaltic Concrete Pavement	SY	820	$ 3.50	$ 2,870.00	$ 9.09	$ 7,453.80	$ 3.30	$ 2,706.00	$ 3.50	$ 2,870.00	$ 3.40	$ 2,788.00	$ 3.50	$ 2,870.00	$ 3.30	$ 2,706.00	$ 3.50	$ 2,870.00
SD-04	Provide 1 1/4" Crushed Aggregate Base Course	CY	3,250	$ 16.07	$ 52,227.50	$ 28.20	$ 91,650.00	$ 15.50	$ 50,375.00	$ 28.00	$ 91,000.00	$ 15.75	$ 51,187.50	$ 16.23	$ 52,747.50	$ 26.50	$ 86,125.00	$ 16.00	$ 52,000.00
SD-05	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	700	$ 63.65	$ 44,555.00	$ 62.25	$ 43,575.00	$ 61.00	$ 42,700.00	$ 64.00	$ 44,800.00	$ 62.45	$ 43,715.00	$ 64.29	$ 45,003.00	$ 60.62	$ 42,434.00	$ 63.00	$ 44,100.00
SD-06	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	950	$ 66.86	$ 63,517.00	$ 63.68	$ 60,496.00	$ 64.00	$ 60,800.00	$ 67.20	$ 63,840.00	$ 65.60	$ 62,320.00	$ 67.53	$ 64,153.50	$ 63.68	$ 60,496.00	$ 66.00	$ 62,700.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Overlay or Upper Layer	TON	100	$ 70.35	$ 7,035.00	$ 67.00	$ 6,700.00	$ 68.00	$ 6,800.00	$ 70.70	$ 7,070.00	$ 69.00	$ 6,900.00	$ 71.05	$ 7,105.00	$ 67.00	$ 6,700.00	$ 70.00	$ 7,000.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Lower Layer- James Street	TON	80	$ 77.50	$ 6,200.00	$ 73.80	$ 5,904.00	$ 75.00	$ 6,000.00	$ 77.90	$ 6,232.00	$ 76.00	$ 6,080.00	$ 78.26	$ 6,260.80	$ 73.80	$ 5,904.00	$ 77.00	$ 6,160.00
SD-09	Provide Temporary Asphalt Patch on George Street	LS	1	$ 3,000.00	$ 3,000.00	$ 4,355.00	$ 4,355.00	$ 4,400.00	$ 4,400.00	$ 4,598.00	$ 4,598.00	$ 4,485.00	$ 4,485.00	$ 4,618.48	$ 4,618.48	$ 5,855.00	$ 5,855.00	$ 5,800.00	$ 5,800.00

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PROJECT 21-02 ERIE STREET RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				Jossart Brothers, Inc.		Superior Sewer and Water Inc.		Kruczek Construction, Inc.		Dorner, Inc.		Feaker & Sons Co., Inc.		De Groot, Inc.		Advance Construction, Inc.		PTS Contractors, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-10	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	4,000	$ 12.40	$ 49,600.00	$ 11.79	$ 47,160.00	$ 12.00	$ 48,000.00	$ 15.00	$ 60,000.00	$ 12.15	$ 48,600.00	$ 11.88	$ 47,520.00	$ 13.79	$ 55,160.00	$ 12.25	$ 49,000.00
SD-11	Remove and Replace 24" Concrete Curb and Gutter	LF	250	$ 30.45	$ 7,612.50	$ 24.00	$ 6,000.00	$ 29.75	$ 7,437.50	$ 28.80	$ 7,200.00	$ 29.90	$ 7,475.00	$ 42.42	$ 10,605.00	$ 34.00	$ 8,500.00	$ 30.00	$ 7,500.00
SD-12	Remove and Replace 24" Concrete Curb and Gutter (Integral Curb)	LF	25	$ 29.40	$ 735.00	$ 26.00	$ 650.00	$ 28.60	$ 715.00	$ 34.40	$ 860.00	$ 28.85	$ 721.25	$ 28.63	$ 715.75	$ 36.00	$ 900.00	$ 29.00	$ 725.00
SD-13	Remove and Replace 24" Concrete Curb and Gutter (Hand Excavate and Form at Trees)	LF	20	$ 57.75	$ 1,155.00	$ 50.00	$ 1,000.00	$ 5.00	$ 100.00	$ 60.80	$ 1,216.00	$ 56.65	$ 1,133.00	$ 58.33	$ 1,166.60	$ 60.00	$ 1,200.00	$ 57.00	$ 1,140.00
SD-14	Concrete Curb Pedestrian	LF	100	$ 36.75	$ 3,675.00	$ 35.00	$ 3,500.00	$ 35.70	$ 3,570.00	$ 37.00	$ 3,700.00	$ 36.00	$ 3,600.00	$ 53.03	$ 5,303.00	$ 35.00	$ 3,500.00	$ 37.00	$ 3,700.00
SD-15	Remove and Replace 8-Inch Doweled Concrete Pavement	SY	80	$ 67.75	$ 5,420.00	$ 58.50	$ 4,680.00	$ 66.30	$ 5,304.00	$ 70.80	$ 5,664.00	$ 66.45	$ 5,316.00	$ 85.90	$ 6,872.00	$ 68.50	$ 5,480.00	$ 67.00	$ 5,360.00
SD-16	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-3 Day)	SY	90	$ 72.00	$ 6,480.00	$ 62.50	$ 5,625.00	$ 68.00	$ 6,120.00	$ 72.00	$ 6,480.00	$ 68.50	$ 6,165.00	$ 86.86	$ 7,817.40	$ 70.50	$ 6,345.00	$ 65.00	$ 5,850.00
SD-17	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-3 Day Red Stamped)	SY	20	$ 138.00	$ 2,760.00	$ 125.00	$ 2,500.00	$ 137.70	$ 2,754.00	$ 148.50	$ 2,970.00	$ 135.00	$ 2,700.00	$ 161.10	$ 3,222.00	$ 135.00	$ 2,700.00	$ 130.00	$ 2,600.00
SD-18	Remove and Replace 9-Inch Doweled Concrete Pavement (HES-24 HR)	SY	25	$ 75.00	$ 1,875.00	$ 67.50	$ 1,687.50	$ 82.00	$ 2,050.00	$ 84.50	$ 2,112.50	$ 75.70	$ 1,892.50	$ 139.89	$ 3,497.25	$ 77.50	$ 1,937.50	$ 70.00	$ 1,750.00
SD-19	Remove and Replace 4" Concrete Sidewalk	SY	525	$ 54.95	$ 28,848.75	$ 46.80	$ 24,570.00	$ 54.50	$ 28,612.50	$ 52.90	$ 27,772.50	$ 53.85	$ 28,271.25	$ 53.56	$ 28,119.00	$ 51.80	$ 27,195.00	$ 54.00	$ 28,350.00
SD-20	Remove and Replace 6" Concrete Ramp and Driveway	SY	925	$ 55.25	$ 51,106.25	$ 48.60	$ 44,955.00	$ 54.00	$ 49,950.00	$ 54.80	$ 50,690.00	$ 54.20	$ 50,135.00	$ 56.74	$ 52,484.50	$ 51.80	$ 47,915.00	$ 55.00	$ 50,875.00
SD-21	Remove and Replace 8" Concrete Driveway	SY	40	$ 61.95	$ 2,478.00	$ 54.00	$ 2,160.00	$ 61.25	$ 2,450.00	$ 64.50	$ 2,580.00	$ 60.75	$ 2,430.00	$ 62.57	$ 2,502.80	$ 59.00	$ 2,360.00	$ 61.00	$ 2,440.00
SD-22	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	2,850	$ 0.84	$ 2,394.00	$ 0.80	$ 2,280.00	$ 0.80	$ 2,280.00	$ 0.80	$ 2,280.00	$ 0.85	$ 2,422.50	$ 1.60	$ 4,560.00	$ 0.80	$ 2,280.00	$ 1.00	$ 2,850.00
SD-23	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	410	$ 5.80	$ 2,378.00	$ 5.50	$ 2,255.00	$ 5.50	$ 2,255.00	$ 5.80	$ 2,378.00	$ 5.70	$ 2,337.00	$ 6.36	$ 2,607.60	$ 5.50	$ 2,255.00	$ 5.70	$ 2,337.00
SD-24	Drilled Dowel Bars	EA	110	$ 12.60	$ 1,386.00	$ 12.00	$ 1,320.00	$ 12.50	$ 1,375.00	$ 12.70	$ 1,397.00	$ 12.35	$ 1,358.50	$ 13.79	$ 1,516.90	$ 12.00	$ 1,320.00	$ 13.00	$ 1,430.00
SD-25	Drilled Tie Bars (Concrete Pavement)	EA	80	$ 7.35	$ 588.00	$ 7.00	$ 560.00	$ 7.00	$ 560.00	$ 7.40	$ 592.00	$ 7.20	$ 576.00	$ 10.61	$ 848.80	$ 7.00	$ 560.00	$ 7.30	$ 584.00
SD-26	Provide Detectable Warning Field (Natural)	EA	30	$ 336.00	$ 10,080.00	$ 320.00	$ 9,600.00	$ 325.00	$ 9,750.00	$ 338.00	$ 10,140.00	$ 330.00	$ 9,900.00	$ 318.15	$ 9,544.50	$ 320.00	$ 9,600.00	$ 335.00	$ 10,050.00
SD-27	Traffic Control With Flaggers or Temporary Traffic Signal (George Street)	LS	1	$ 8,500.00	$ 8,500.00	$ 6,500.00	$ 6,500.00	$ 11,105.50	$ 11,105.50	$ 8,129.00	$ 8,129.00	$ 8,700.00	$ 8,700.00	$ 7,953.75	$ 7,953.75	$ 8,300.00	$ 8,300.00	$ 19,000.00	$ 19,000.00
SD-28	Pavement Marking Stop Line Epoxy 18-Inch White	LF	40	$ 14.70	$ 588.00	$ 14.00	$ 560.00	$ 15.00	$ 600.00	$ 14.80	$ 592.00	$ 14.20	$ 568.00	$ 14.85	$ 594.00	$ 14.00	$ 560.00	$ 14.55	$ 582.00
SD-29	Pavement Marking Epoxy 8-Inch White	LF	180	$ 14.20	$ 2,556.00	$ 13.50	$ 2,430.00	$ 13.50	$ 2,430.00	$ 14.30	$ 2,574.00	$ 14.15	$ 2,547.00	$ 14.32	$ 2,577.60	$ 13.50	$ 2,430.00	$ 14.00	$ 2,520.00
SD-30	Pavement Marking Epoxy 4-Inch Yellow	LF	550	$ 2.36	$ 1,298.00	$ 2.25	$ 1,237.50	$ 2.30	$ 1,265.00	$ 2.40	$ 1,320.00	$ 2.35	$ 1,292.50	$ 2.38	$ 1,309.00	$ 2.25	$ 1,237.50	$ 2.50	$ 1,375.00
SD-31	Landscaping - Topsoil, Seed, Fertilizer, and Mulch	SY	2,400	$ 9.00	$ 21,600.00	$ 7.27	$ 17,448.00	$ 6.00	$ 14,400.00	$ 8.90	$ 21,360.00	$ 9.80	$ 23,520.00	$ 10.01	$ 24,024.00	$ 6.50	$ 15,600.00	$ 10.00	$ 24,000.00
SC-01	Pipe Foundation Stabilization	CY	100	$ 0.01	$ 1.00	$ 0.01	$ 1.00	$ 0.05	$ 5.00	$ 25.00	$ 2,500.00	$ 28.00	$ 2,800.00	$ 20.20	$ 2,020.00	$ 40.00	$ 4,000.00	$ 30.00	$ 3,000.00
SC-02	Aggregate Slurry Backfill	CY	20	$ 100.00	$ 2,000.00	$ 126.00	$ 2,520.00	$ 100.00	$ 2,000.00	$ 80.00	$ 1,600.00	$ 100.00	$ 2,000.00	$ 126.25	$ 2,525.00	$ 90.00	$ 1,800.00	$ 80.00	$ 1,600.00
SC-03	Inlet Protection Type D	EA	37	$ 100.00	$ 3,700.00	$ 120.00	$ 4,440.00	$ 90.00	$ 3,330.00	$ 100.00	$ 3,700.00	$ 110.00	$ 4,070.00	$ 103.93	$ 3,845.41	$ 75.00	$ 2,775.00	$ 115.00	$ 4,255.00
SC-04	Rock Filled Filter Bags	EA	20	$ 10.00	$ 200.00	$ 100.00	$ 2,000.00	$ 15.00	$ 300.00	$ 20.00	$ 400.00	$ 15.00	$ 300.00	$ 10.61	$ 212.20	$ 7.00	$ 140.00	$ 16.00	$ 320.00
SC-05	Adjust Inlet	EA	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 575.00	$ 575.00	$ 475.00	$ 475.00	$ 600.00	$ 600.00	$ 477.23	$ 477.23	$ 500.00	$ 500.00	$ 470.00	$ 470.00
SC-06	Adjust Manhole	EA	2	$ 400.00	$ 800.00	$ 500.00	$ 1,000.00	$ 575.00	$ 1,150.00	$ 849.00	$ 1,698.00	$ 800.00	$ 1,600.00	$ 858.50	$ 1,717.00	$ 500.00	$ 1,000.00	$ 660.00	$ 1,320.00
	TOTAL AMOUNT BID			**$ 1,417,716.50**		**$ 1,501,346.80**		**$ 1,510,000.00**		**$ 1,535,266.00**		**$ 1,536,548.50**		**$ 1,579,049.18**		**$ 1,601,809.00**		**$ 1,774,240.00**	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 21-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of $135,755.00**

The Board of Public Works at the April 12, 2021 Meeting approved awarding Contract 21-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of $135,755.00 and moved to send it to Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2021 0412 CI_BOPW_Award_21-13 (PDF)
- 2021 0318 CE_ Project 21-13 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 12, 2021

RE: **Consideration and possible action on award of Contract 21-13 Crackfilling and Seal Coating***

The Engineering Department received bids for Project 21-13 Crackfilling and Seal Coating on March 18, 2021. This work is for the maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Asphalt Seal & Repair, Inc.	$135,755
American Pavement Solutions, Inc.	$138,660
Fahrner Asphalt Sealers, LLC	$175,385

The allocated amount from the capital improvement budget is $140,000. Funding will be $115,000 from the general obligation debt and $25,000 from the Parks Department capital improvements fund.

Staff's recommendation is to accept the bid from Asphalt Seal & Repair, Inc. in the amount of $135,755.

Attachments:
2021 0318 CE_21-13 Bid Tab (PDF)

DE PERE

PROJECT 21-13 CRACKFILLING AND SEAL COATING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Asphalt Seal & Repair, Inc		American Pavement Solutions, Inc		Fahrner Asphalt Sealers, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafco, or Approved Equal)	LB	90,000	$ 1.28	$ 115,200.00	$ 1.33	$ 119,700.00	$ 1.70	$ 153,000.00
SC-02	Seal Coating (Gemseal Guardian, Sealmaster PMM, or Approved Equal)	SF	68,500	$ 0.09	$ 6,165.00	$ 0.09	$ 6,165.00	$ 0.14	$ 9,590.00
SC-03	Pavement Marking Epoxy 4-inch White Parking Stalls	LF	3,260	$ 4.00	$ 13,040.00	$ 3.75	$ 12,225.00	$ 3.75	$ 12,225.00
SC-04	Pavement Marking Epoxy White Accessible Stall Symbol	EA	6	$ 225.00	$ 1,350.00	$ 95.00	$ 570.00	$ 95.00	$ 570.00
			TOTAL AMOUNT BID	**$**	**135,755.00**	**$**	**138,660.00**	**$**	**175,385.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee regarding the application for a premises description change submitted by Caliente, Inc., DBA Caliente, 623 George Street.**

The ROP application has been reviewed, and a revised license will not be issued until the Public Works and Development Services have signed off.

ATTACHMENTS:

- Caliente premises description change (PDF)

PREMISES DESCRIPTION CHANGE

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 4/21/21 (mm dd yyyy) ending: 6/30/21 (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number: 456-0001673033-03

FEIN Number: 20-0743906

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30.00
TOTAL FEE$	

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

DeCleene, Greg J. / Caliente, Inc.

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

President / Member Last Name: DeCleene	(First): Greg	(Middle Name): J	Home Address (Street, City or Post Office, & Zip Code):
Vice President / Member Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Secretary / Member Last Name: DeCleene	(First): Ann	(Middle Name): M	Home Address (Street, City or Post Office, & Zip Code):
Treasurer / Member Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Agent Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):
Directors / Managers Last Name:	(First):	(Middle Name):	Home Address (Street, City or Post Office, & Zip Code):

1. Trade Name Caliente Business Phone Number 920.336.8737
2. Address of Premises 623 Geage St. Post Office & Zip Code De Pere, 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   1st Floor, Front Patio, Back Patio, Front Sidewalk, Side of Bhulding Sidewalk, 2nd Floor, Basement, Kitchen

4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

   (b) If yes, under what name was license issued? Caliente

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2005 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain. JPG, Inc. and Chicago Street Pub

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
DeCleene, Greg J	President	4/5/2021
Signature	**Phone Number**	**Email Address**
Greg DeCleene	920.336.8737	gjdecleene56@aol.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
4-8-21			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REVOCABLE OCCUPANCY PERMIT

Fee: $32.00
Receipt #: _____
Date: _____
Permit valid with updated insurance until revoked

A. Applicant Information:

Name: Caliente / Ann DeCleene
Address: 623 George St., De Pere
Phone: 920.336.8937 / 920.639.3818
Email Address: amdecleene5@aol.com
Location of Encroachment: Front & Side of Building
Description: 4 bistro tables placed in front of the building and 2 bistro tables placed on the side of the building.

B. Required Information:

☒ Copy of a current Certificate of Insurance, with City of De Pere named as an additional insured. See back for general liability insurance requirement.

☒ A layout, drawn to scale, which accurately depicts the dimensions of the area, and the proposed location of the encroachment. See back for any additional required materials for certain types of occupancies.

C. Signature:

If this application is approved, I hereby agree to abide by all relevant City regulations pertaining to encroachments/obstructions upon City right-of-way, including but not limited to Section 106-6 and 7-3 of the De Pere Municipal Code.

Applicant _____ Date 4/5/2021

D. For Staff Use Only:

Reviewed by:

_____ _____
Director of Public Works Date

Approved by:

_____ _____
Director of Planning & Economic Development Date

Return completed application, supporting documentation, and application fee to: City of De Pere, Development Services Director, 335 S. Broadway, De Pere WI 54115. For assistance, please call (920) 339-4052.

PROOF OF INSURANCE:

Property owner/lessee agrees to save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of the requested encroachment upon the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of the hold harmless agreement. To secure such hold harmless agreement, property owner/lessee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and has produced a Certificate of Insurance that the City is named as an additional insured and is entitled to coverage thereunder under the terms and conditions of the permit.

ADDITIONAL REQUIREMENTS FOR SIDEWALK CAFES:

Layout drawn to scale must include the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the encroachment, including size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, or other obstructions, either existing or proposed, within the right-of-way area. If available, please provide photographs depicting the area of encroachment.

Are you requesting permission to serve alcohol as part of the sidewalk café? ☒ Yes ☐ No

If yes, the permit holder must also contact the City Clerk-Treasurer's office at (920)339-4050 for a premise description change.

623 George St, De Pere, WI 54115

SUPERIOR STREET

16'

39'

8' 4"

GEORGE STREET

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Recommendation from the License Committee for the application for a premises description change submitted by Nostracremona, LLC, DBA Strada Pizzeria, 109 N. Broadway.**

The ROP application has been reviewed, and a revised license will not be issued until Public Works and Development Services staff have signed off.

ATTACHMENTS:

- Strada premises description change app (PDF)

Premises Description Change

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1st 2020 ending: June 30, 2021
(mm dd yyyy) (mm dd yyyy)

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

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

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

Applicant's Wisconsin Seller's Permit Number	
456-1029567548-02	
FEIN Number	
82-3325315	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE$	

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

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

President / Member Last Name: KRANS	(First): ANDREW	(Middle Name): TY	Home Address (Street, City or Post Office, & Zip Code): NINE
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name STRADA PIZZERIA Business Phone Number 920-371-5032
2. Address of Premises 109 N. BROADWAY Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   600 ~~1200~~ SQFT COMMUNAL SPACE W/ ADDED EXTERIOR/OUTDOOR SEATING AREA AS SHOWN ON ATTACHED (TO SCALE) MAP #A
4. Legal description (omit if street address is given above): _____
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No
   (b) If yes, under what name was license issued? NOSTRACREMONA, LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** . . . . . ☒ Yes ☐ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? . . . . . ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** . . . . . ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state 9 and date 2017 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** . . . . . ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] . . . . . ☒ Yes ☐ No

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

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

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

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
KRAUS, ANDREW T.	OWNER	3/23/21
Signature	**Phone Number**	**Email Address**
	920-371-5032	ATKRAUS@GMAIL.COM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
3-23-21			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

DE PERE
RUNS DEEPER

CITY OF DE PERE

APPLICATION FOR REVOCABLE OCCUPANCY PERMIT

Fee: $32.00
Receipt #: 159504
Date: 3-24-21
Permit valid with updated insurance until revoked

A. Applicant Information:

CITY OF DE PERE RECEIVED MAR 2 4 2021 PLANNING DEPT.

Name: STRADA PIZZERIA / ANDY KRANS
Address: 109 N. BROADWAY,
Phone: 920-371-5032
Email Address: ATKRANS@GMAIL.COM
Location of Encroachment: SIDEWALK ON N. BROADWAY
Description: SIDEWALK ON N. BROADWAY IN FRONT OF 109 & 113 N. BROADWAY

B. Required Information:

- ☐ Copy of a current Certificate of Insurance, with City of De Pere named as an additional insured. See back for general liability insurance requirement.
- ☐ A layout, drawn to scale, which accurately depicts the dimensions of the area, and the proposed location of the encroachment. See back for any additional required materials for certain types of occupancies.

C. Signature:

If this application is approved, I hereby agree to abide by all relevant City regulations pertaining to encroachments/obstructions upon City right-of-way, including but not limited to Section 106-6 and 7-3 of the De Pere Municipal Code.

Applicant — Date: 3-23-21

D. For Staff Use Only:

Reviewed by:
Director of Public Works — Date: 3/25/2021

Approved by:
Director of Planning & Economic Development — Date: 4-21-2021

Return completed application, supporting documentation, and application fee to: City of De Pere, Development Services Director, 335 S. Broadway, De Pere WI 54115. For assistance, please call (920) 339-4052.

PROOF OF INSURANCE:

Property owner/lessee agrees to save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of the requested encroachment upon the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of the hold harmless agreement. To secure such hold harmless agreement, property owner/lessee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and has produced a Certificate of Insurance that the City is named as an additional insured and is entitled to coverage thereunder under the terms and conditions of the permit.

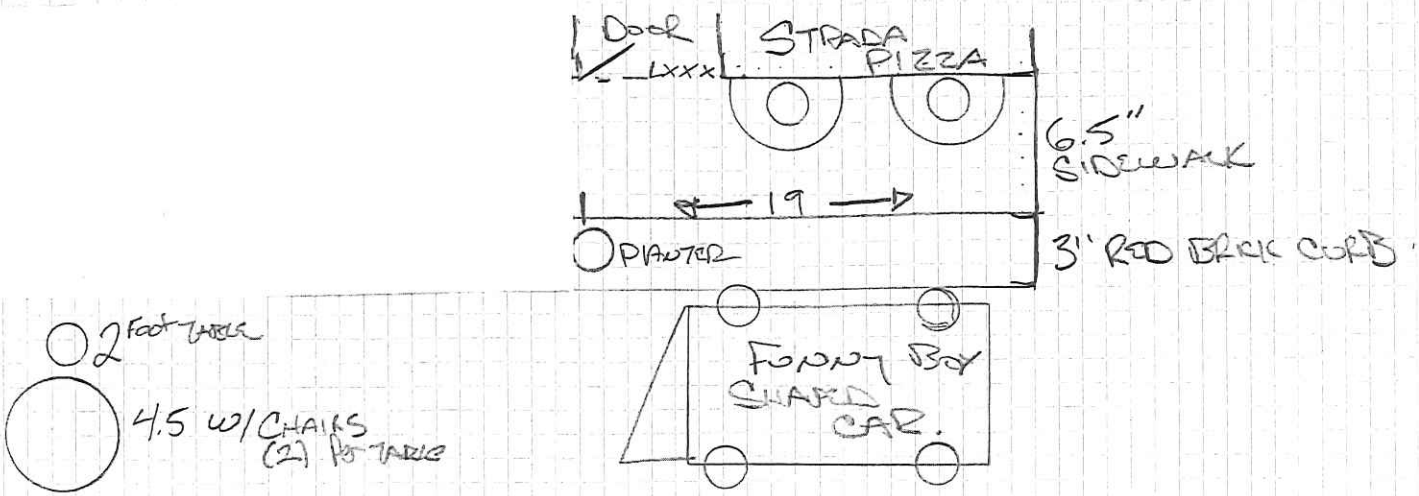
ADDITIONAL REQUIREMENTS FOR SIDEWALK CAFES:

Layout drawn to scale must include the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the encroachment, including size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, or other obstructions, either existing or proposed, within the right-of-way area. If available, please provide photographs depicting the area of encroachment.

Are you requesting permission to serve alcohol as part of the sidewalk café? ☑ Yes ☐ No

If yes, the permit holder must also contact the City Clerk-Treasurer's office at (920)339-4050 for a premise description change. also submitted 3-23-21

109 N. BROADWAY
(109 N. BROADWAY)



SAKS HOLDINGS LLC
941 LAWTON PKWY
DEPERE, WI. 54115
920-371-5032
ANDY KRAUS

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #21-06 Amending Section 74-13 De Pere Municipal Code Requiring Face Coverings by Setting a Repeal Date Therefore (Request of Ald. Raasch) - Second Reading.**

This is the second reading of Ordinance #21-06 as amended at the 4/7/2021 Common Council meeting.

ATTACHMENTS:

- Ord21-06 Amending 74-13- 2d reading as amended (2) (PDF)
- Ord20-10 Requiring Face Coverings AMENDED (PDF)

ORDINANCE #21-06
AMENDING SECTION 74-13 DE PERE MUNICIPAL CODE
REQUIRING FACE COVERINGS BY SETTING A REPEAL DATE THERFORE

WHEREAS, on August 4, 2020 the Common Council enacted Ordinance #20-10 Creating Section 74-13 De Pere Municipal Code Requiring Face Coverings; and

WHEREAS, on March 31, 2021 the State Supreme Court of Wisconsin ruled in a 4-3 decision that the State's emergency order was invalid; and

WHEREAS, the Council has determined that it wishes to set a date for the repeal of Section 74-13 of the Municipal Code to avoid a patchwork of municipal regulations in Brown County.

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

SECTION 1. Section 74-13 De Pere Municipal Code is hereby amended by repealing Section 2 thereof pertaining to a Sunset provision and replacing it with the following:

SECTION 2. This ordinance shall expire and repeal at 11:59 PM on May 5, 2021.

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

SECTION 3. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

ORDINANCE #20-10
CREATING SECTION 74-13 DE PERE MUNICIPAL
CODE REQUIRING FACE COVERINGS

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. § 323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. § 323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. § 323.11 and § 323.14(4)(a); and

WHEREAS, any proclamation issued under Wis. Stat. § 323.14(4)(b) is subject to ratification, alteration, modification, or repeal by the governing body as soon as that body can meet, but the subsequent action taken by the governing body shall not affect the prior validity of the proclamation; and

WHEREAS, many individuals with COVID-19 may be asymptomatic or may experience a delayed onset of symptoms, during which time such individuals may transfer the virus to others; and

WHEREAS, wearing a cloth face covering over both the nose and the mouth greatly reduces the risk of continued community spread of COVID-19; and

WHEREAS, as of June 28, 2020, the Centers for Disease Control and Prevention's (CDC) information on the use of cloth face coverings to prevent the spread of COVID-19 includes the following:

1. The CDC recommends that all people 2 years of age and older wear a cloth face covering in public settings and when around people who do not live in their household, especially when other social distancing measures are difficult to maintain.
2. Studies have shown that wearing a cloth face covering may help prevent the spread of COVID-19.
3. Cloth face coverings are most likely to reduce the spread of COVID-19 when they are widely used by most people in public settings.
4. Cloth face coverings should not be worn by children under the age of 2 years old or by anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance.

WHEREAS, the City of De Pere has an interest in protecting the public health, safety, and welfare of the citizens of De Pere from the continued spread of COVID-19 throughout the community; and

WHEREAS, an ordinance requiring face coverings to be worn by any person in a public place within the City of De Pere directly serves that interest by avoiding and/or reducing the further spread of COVID-19 and minimizing the strain on health care resources, while enabling the continuation of essential services, businesses, and social and commercial life during the state of emergency; and

WHEREAS, area healthcare organizations, including Aurora BayCare Medical Center, BayCare Clinic, Bellin Health, HSHS St. Vincent St. Mary's, and Prevea Health, have expressed in a letter to Mayor Boyd and the Common Council, support for face covering requirements; and

WHEREAS, the City of Green Bay adopted an ordinance requiring face coverings which will become effective on July 27, 2020, and the City of De Pere desires to maintain consistency throughout the surrounding metro area; and

WHEREAS, the City of De Pere intends to gain voluntary compliance from all individuals with the recommendations from the CDC and local healthcare providers concerning the wearing of face coverings, but recognizes that penalties are necessary to ensure such compliance.

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

SECTION 1. De Pere Municipal Code Section 74-13. – Face Coverings Required, is hereby created to read:

Sec. 74-13. – Face Coverings Required.

(a) Definitions. In this section:

(1) "Face covering" means a manufactured or homemade cloth covering that fully covers an individual's nose and mouth that is secured with ear straps or otherwise tied so as to prevent slipping, and/or a face shield which covers the mouth and nose, covers the side of the face, and is secured on the head.

(2) "Indoor area accessible to the public" means any interior area of any structure or premises licensed by the City of De Pere or used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy, or other use by the public, to which the public customarily has access.

(3) "Qualifying vehicle" means a paratransit vehicle, a taxi, a private car service vehicle, a ride-sharing vehicle, or any other for-hire vehicle.

(b) Face Coverings Required. Every individual age five (5) and older who is present in the City of De Pere shall wear a face covering that covers their nose and mouth in indoor areas accessible to the public and while driving or riding public transportation or a qualifying vehicle, unless exempted under this section.

(c) Exemptions. This section shall not apply to:

(1) Any individual who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance.

(2) Any individual who falls within the CDC's guidance for those who should not wear face coverings due to a medical condition, mental health condition, or disability that prevents them from wearing a face covering.

(3) Any individual who is communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.

(4) Individuals for whom wearing a face covering would create a risk to the person related to their work, as determined by government safety guidelines.

(5) Individuals in settings where is it not practical or feasible to wear face coverings when obtaining or rendering goods or services to the extent necessary to obtain or render such goods and services, including but not limited to the receipt of dental services or medical treatments, or consuming food or beverages.

(6) Individuals speaking to an audience, whether in person or through a broadcast, as long as the speaker remains six feet or more away from other individuals.

(7) Any individual actually engaged in exercising in a gym or other similar indoor facility, so long as physical separation of not less than six (6) feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising.

(8) Whenever federal, state, or local law otherwise prohibit wearing a face covering or where it is necessary to evaluate or verify an individual's identity.

(9) Places of Worship.

(d) Enforcement.

(1) Any individual who fails to comply with this section shall be asked to leave by an authorized representative of the business or organization. If the individual refuses to leave or continues to refuse to comply with this section, the individual shall be subject to a municipal forfeiture as established by resolution of the Council, or any other law the individual may violate. Businesses and organizations may rely on an individual's statements if they claim to be exempt from this section for the reasons permitted herein.

(2) Any business violating this section may be subject to administrative action for any licenses they possess with the City.

(3) The Police Chief and his designees are authorized to enforce this section.

SECTION 2. Sunset Provision. This ordinance is hereby repealed upon termination of the City of De Pere's Declaration of Emergency.

SECTION 3. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 4th day of August, 2020.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #21-07 Repealing and Recreating Section 6-11 De Pere Municipal Code Regarding Telephonic Meeting Attendance (Request of Ald. Raasch) - Tabled at the April 7, 2021 Common Council meeting.**

ATTACHMENTS:

- Ord21-07 (PDF)
- Sec 6-11 as revised by March 18 2020 Proclamation (PDF)

ORDINANCE #21-07
REPEALING AND RECREATING SECTION 6-11 DE PERE MUNICIPAL
CODE REGARDING TELEPHONIC MEETING ATTENDANCE

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. § 323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. § 323.11 and § 323.14(4) (a), subject to ratification, alteration, modification or repeal by the governing body; and

WHEREAS, on March 18, 2020, Mayor Michael J. Walsh issued a Proclamation which, among other things, amended Section 6-11 De Pere Municipal in order to allow for telephonic and video-conference meetings of governmental bodies, which Proclamation was ratified by the Common Council pursuant to Resolution #20-35 resulting in such ordinance changes remaining effective during the State of Emergency in the City of De Pere as set forth in Resolution #20-34; and

WHEREAS, the Common Council finds that it has as an interest in maintaining the flexibility of the telephonic and video-conferencing provisions of Section 6-11 as amended by Resolution #20-35, and therefore wishes to and does hereby adopt this ordinance to replace the temporary ordinance approved under Resolution #20-35.

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

SECTION 1. Section 6-11 De Pere Municipal Code is hereby repealed in its entirety and recreated to read as follows:

Section 6-11. Telephonic/video-conference meeting attendance.

Meeting attendance by telephone or video-conference. Whenever a city governmental body, as defined in Wis. Stats.§19.82(1), anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, specify that member(s) may be appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not count toward the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such member or other's participation in the meeting.

SECTION 2. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

Sec. 6-11. -- Telephonic/video-conference meeting attendance.

Meeting attendance by telephone or video-confrence. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that a member or members will appear by telephone/video-conference, the meeting agenda shall, to the extent practicable, ~~specifically and conspicuously~~ identify that a member or members may ~~which person(s) or member(s) shall~~ be appearing by such means. Any member so participating shall ~~not~~ count towards the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such person's participation in the meeting. ~~No person shall be allowed to participate in any meeting where the meeting notice failed to state the person would appear by telephone/conference means or where such equipment is unavailable or unusable at the time of the meeting unless otherwise authorized by a majority vote of the members present at such meeting.~~

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #21-40 Extending Small Business Pandemic Response Loan Program (Request of Ald. Raasch) - Tabled at the April 7, 2021 Common Council meeting.**

ATTACHMENTS:

- Reso21-40 (PDF)
- Exhibit A - 20-35-Signed (PDF)
- Small Business Pandemic Loan Program Summary-Terms-Conditions 2020 (PDF)

RESOLUTION #21-40
EXTENDING SMALL BUSINESS PANDEMIC RESPONSE LOAN PROGRAM

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere as a result of COVID-19; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. § 323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act under Wis. Stats. § 323.11 and § 323.14(4)(a), subject to ratification, alteration, modification or repeal by the governing body; and

WHEREAS, on March 31, 2020, Mayor Michael J. Walsh issued a Proclamation, ratified by the Common Council on April 8, 2020 under Resolution #20-35 which established the Small Business Pandemic Response Loan Program, using $500,000.00 of the funds the City received with the closure of its CDGB Revolving Loan Fund, and subject to such terms and conditions as provided in Resolution #20-35, a copy of which is attached hereto and incorporated as Exhibit A; and

WHEREAS, the Common Council finds that it has as an interest in maintaining the Small Business Pandemic Response Fund until the funds designated are depleted or the Council terminates the Program under a separate Resolution therefore.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council adopts and extends the Small Business Pandemic Response Loan Program, with such terms and conditions as set forth in Exhibit A, with such program to expire when the funds designated for such program are depleted or the program is otherwise discontinued with the passage of a subsequent Resolution by the Council.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

RESOLUTION #20-35
RATIFYING MAYORAL PROCLAMATIONS

WHEREAS, on March 12, 2020, Governor Evers declared a health emergency in the State of Wisconsin in response to the COVID-19 Coronavirus ("COVID-19"); and

WHEREAS, on March 17, 2020, the Common Council of the City of De Pere adopted Resolution #20-34 declaring a state of emergency in the City of De Pere; and

WHEREAS, the emergency power granted to the governing body by Wis. Stat. §323.14(4)(a) includes the general authority to order, by ordinance or resolution, whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency; and

WHEREAS, if, because of the emergency conditions, the governing body of the local unit of government is unable to meet promptly, Resolution #20-34 and Wis. Stat. §323.14(4)(b) grants the Mayor, or in the absence of the Mayor, the Council President, the authority to act by proclamation under Wis. Stats. §323.11 and §323.14(4)(a); and

WHEREAS, any proclamation of the Mayor issued under the authority of Resolution #20-34 and Wis. Stat. §323.14(4)(b) shall be subject to ratification, alteration, modification, or repeal by the Common Council as soon as the Common Council can meet; and

WHEREAS, eight (8) mayoral proclamations have been signed by Mayor Michael J. Walsh since the last meeting of the Common Council on March 17, 2020; and

WHEREAS, on April 8, 2020, the Common Council of the City of De Pere will hold its first meeting since the above referenced proclamations were signed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Proclamation of the Mayor, dated March 18, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
2. Mayoral Proclamation #2, dated March 20, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
3. Third Mayoral Proclamation, dated March 23, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
4. Fourth Mayoral Proclamation, dated March 26, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
5. Fifth Mayoral Proclamation, dated March 31, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
6. Sixth Mayoral Proclamation, dated March 31, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
7. Seventh Mayoral Proclamation, dated April 1, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.
8. Eighth Mayoral Proclamation, dated April 3, 2020, is hereby confirmed and ratified by the Common Council of the City of De Pere.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 8th day of April, 2020.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Daneń, City Clerk

Proclamations #1-4 and 6-8:
Ayes: 8
Nays: 0

Proclamation #5:
Ayes: 7
Nays: 0
Abstain: 1

CITY OF DE PERE
MEMO

To: Mayor Michael Walsh
Larry Delo, City Administrator

From: Daniel Lindstrom, Development Services Director
Judith Schmidt-Lehman, City Attorney

Date: March 31, 2020

RE: **De Pere – Small Business Pandemic Response**

Gov. Tony Evers declared a public health emergency in the state of Wisconsin on Thursday, March 12, 2020, in response to the coronavirus outbreak. In a press conference, Evers explained the state will be able to access specific state and federal resources to help prevent the spread. The announcement comes one day after the World Health Organization declared the coronavirus to be a pandemic and one day before President Trump declared the pandemic a national emergency. On March 17, 2020, Mayor Mike Walsh declared a state of emergency which among other things, directed all non-essential City facilities and municipal services are temporarily suspended to prevent the spread of the COVID-19.

The City along with Definitely De Pere reached out to De Pere businesses over the last few weeks and similar concerns continued to come to the surface throughout each conversation. In response to the COVID-19 pandemic, many small and local businesses will be forced to endure temporary or permanent closures, drastically alter their business operation, lay-off staff, and potentially deal with an excess supply of perishable or non-perishable food and materials. Our small businesses are now feeling the pain and the City of De Pere wants to do everything we can to help our local partners keep the doors open and the lights running. The City understands there are a wealth of programs and resources at the state and federal level, but not every business has the resources or experiences to access the programs.[1] To assist with these unprecedented challenges, the City proposes the following programs/responses:

Small Business Pandemic Response Loan (SB-PRL):
Provide up to $10,000 for small business loans to eligible small businesses to be used to provide zero-interest loans with flexible repayment terms to support certain small business activities throughout the City of De Pere that have realized a significant financial hardship as a result of the COVID-19 pandemic. Loans to eligible businesses/borrowers must be $5,000 or more and are capped at $10,000.

City of De Pere Revolving Loan Fund:
The City of De Pere will defer Revolving Loan Fund (RLF) payments for up to 120 days upon request from any businesses with outstanding loans provided the company can demonstrate an income loss as a result of the Emergency Order #12, or the COVID-19 outbreak. Principal and interest payments will be deferred while the outstanding balance will continue to incur interest.

[1] A list of state and federal programs is included as an appendix to this memo.

DE PERE

Small Business Pandemic Response Loan (SB-PRL)

Loan Goal:	Provide immediate small business loans to businesses immediately impacted by COVID-19.
Funding Source:	Former City of De Pere CDBG-RLF (CDBG-Close)
Program Funding Amount:	$500,000
Availability:	On or before April 6, 2020. In lieu of traditional loan agreements, the City established a "verified" application process requiring a notarized signature and promissory note.
Overview:	Provide up to $10,000 in zero-interest loans with flexible repayment terms to small businesses to be used to support certain small business activities throughout the City of De Pere that have realized a significant financial hardship as a result of the COVID-19 pandemic.
Eligible Businesses:	Eligible Business means a business in an industry outlined in Emergency Order #12 – Safer at Home Order, or any subsequent Emergency Order, or demonstrates it is otherwise affected by the COVID-19 outbreak. Businesses with less than 20 employees are eligible for up to a $5,000 loan. Businesses with more than 20 employees are eligible for up to a $10,000 loan. Eligible businesses must demonstrate the following: 1. The company can demonstrate an income loss as a result of the Emergency Order #12, or the COVID-19 outbreak; 2. Is located within the City of De Pere; 3. The company needs working capital to support payroll expenses, utility expenses, or other similar expenses that occur in the ordinary course of business.
Eligible Uses:	Loans may be used for working capital to support payroll expenses, utility expenses, rent and mortgage payments, or other similar expenses that occur in the ordinary course of business. Applicants are encouraged to also work with landlords and mortgage institutions to arrange rent reductions and/or payment deferrals.
Ineligible Uses:	Loans are not available for: property management/landlord for either commercial and/or residential customers, any speculative venture, investment venture, research and development or home- based occupations.
Interest Rate:	0.00% per annum
Term:	48 month term with 12 months of deferred payments, principal payments shall begin one year from the date of distribution.
Example Loan Payments:	$5,000 Loan: $140/month after 12 months of deferred payments $10,000 Loan: $280/month after 12 months of deferred payments
Approval:	Submission of an application does not guarantee funding, and all applications will be reviewed by the Director of Development Services and the City Attorney. Any applicant can decrease or decline funding upon notification of approval.

Small Business Pandemic Response Loan (SB-PRL) Application Process

Applicants shall complete the following information:

1) Application

2) Business Summary - Please provide a brief overview of your business. The City of De Pere reserves the right to require an up-to-date business plan for any projects. At a minimum, business plans should include:

   a. History of the company's operations

   b. The physical address of each De Pere facility of the Applicant

   c. Ownership structures and any authorized agent

   d. Include the number of full-time employees

   e. The Number of part-time employees

   f. A simple budget summary

3) Demonstrate why Small Business Pandemic Response Loan assistance is needed (please attach additional pages if necessary)

4) Explain any other factors that should be considered in evaluating this request (e.g., impact on Wisconsin suppliers, national/international sales, and other prospects for future expansions, etc.).

Small Business Pandemic Response Loan (SB-PRL) Application Steps

1) Applicants shall review the entire Small Business Pandemic Response Loan (SB-PRL) program, application, draft Promissory Note.

2) Applicants are encouraged to contact the City of De Pere staff prior to applying for assistance to ask questions regarding the application or approval process.

3) Applicants shall submit the application directly to the Development Services Director by email (dlindstrom@deperewi.gov) or by mail (335 S. Broadway Street, De Pere, WI 54115)

4) City of De Pere staff will contact the business owner to confirm receipt of the application and discuss the program timeline.

5) City staff will review the application and verify application information prior to award determination.

6) City of De Pere staff will notify successful loan applicants of the distribution processes.

COVID-19 Identified Federal and State Funding Resources:

- **SBA Economic Injury Disaster Loan Assistance.**
  - Economic Injury Disaster Loan program provides small businesses with working capital loans of up to $2 million that can provide vital economic support to small businesses.
  - https://www.sba.gov/disaster-assistance/coronavirus-covid-19
  - The Wisconsin Small Business Development (SBDC) Network and its partners are helping small businesses apply for federal disaster loans to mitigate the substantial economic injury as a result of the coronavirus (COVID-19) pandemic. The Wisconsin SBDC, a resource partner of the SBA, has created a web page to help business owners understand the qualifications and application process.
  - https://wisconsinsbdc.org/services/covid-19/

- **WEDC Small Business 20/20 Program**
  - The Small Business 20/20 Program provides grant funds to approved community development financial institutions (CDFIs). Approved CDFIs will award grants of up to $20,000 to their existing loan clients to assist with cash-flow challenges resulting from COVID-19. Businesses that are not currently CDFI clients are not eligible to access these funds, but WEDC will work to expand access to funding through other programs as more resources become available. If you have more questions, view this FAQ page on SB20/20.
  - Flyer - https://wedc.org/wp-content/uploads/2020/03/Small-Business-2020.pdf
  - Program Guide - https://wedc.org/wp-content/uploads/2020/03/SB-2020-FY20-Final.pdf

COVID-19 Other Private and Non-for-Profit Funding Resources:

Other Private and Non-for-profits also provided a variety of additional training and fiscal resources; some of these items include

- Gener8tor - Wisconsin Emergency Response Program.
  - Gener8tor is hosting emergency one-week virtual programs for small businesses affected by the COVID-19 outbreak. These programs will feature daily webinars designed to identify, understand and help small businesses secure resources to withstand the current crisis. One-on-one office hours will also be available.
  - https://www.gener8tor.com/

- Hmong Wisconsin Chamber of Commerce Emergency Loan Fund
  - The Hmong Wisconsin Chamber of Commerce (HWCC) has announced a new Emergency Loan Fund (COVID-19) in response to the negative impact that Coronavirus (COVID-19) has had on the Wisconsin business community. These funds are primarily used for working capital to cover rent, payroll, and other fixed expenses. This loan fund is similar to HWCC's existing Revolving Loan Fund (RLF) Small Loan programs but with a slightly lower rate and an interest-only option for the first 3 months. Loans from $5,000 and up to $10,000. For more information about terms and interest rates, please contact HWCC Operations Manager, Ger Thao: ger@hmongchamber.org.
  - https://www.hmongchamber.org/emergency-loan-fund-covid-19

- Kiva Loans
  - Kiva has expanded small business lending on its online platform to include a larger list of eligible businesses, the possibility for larger loans, and a grace period for repayment.
  - https://www.kiva.org/blog/faqs-kivas-response-to-covid-19

- Facebook for Business
  - Facebook is offering $100M in cash grants and ad credits through its Small Business Grants Program.
  - https://www.facebook.com/business/grants?content_id=KKf6RWdyo87L7QO

- Kabbage
  - Kabbage launched an online hub to help boost sales for U.S small businesses impacted by COVID-19, including a system through which businesses can sell gift cards to consumers for use at a later date.
  - https://www.kabbage.com/covid-19/

- The James Beard Foundation
  - The James Beard Foundation is launching a fund that will be gathering support from the corporate, foundation, and individual donors to provide micro-grants to independent food and beverage businesses in need.
  - https://www.jamesbeard.org/relief

- MainVest
  - MainVest, a crowdfunding platform, announced its new Main Street Initiative: a $2,000, zero-interest, 120-day loan for restaurants or other brick and mortars affected by the shutdown.
  - https://mainvest.com/blog/keep-calm-and-capitalize

- Opportunity Fund
  - Opportunity Fund, which specializes in money lending to small businesses owned by women, immigrants and people of color, is collaborating with investors and nonprofits to put together a coronavirus relief fund that will provide grants and low-interest rate loans.
  - https://www.theopportunityfund.org/category/opportunity-fund/

BUSINESS OPERATION TIPS FOR LOCAL BUSINESS DURING COVID-19 PANDEMIC

- If your business is staying open, publish commitment to public health and outline actions for ensuring a clean facility and healthy staff; have hand sanitizer available for customers and latex gloves available for employees.
- Offer digital gift cards that customers and patrons can buy now and use later.
- Start, maintain, and enhance business webpages, online shopping opportunities, and social media presence. Make sure to update Google with modified hours of operation.
- Keep customers updated on new experiences or products you'll offer when conditions improve.
- Develop customer membership programs, such as "subscribe and save" on delivery or pickup of coffee beans, fresh produce, etc.
- Develop online shopping list services. For example, many grocery stores offer grocery pickup or delivery to customers who submit shopping lists online.
- Offer digital services and support to virtually sell, answer questions, and provide customer service.
- For experience-based businesses, offer digital services such as web-based classes (yoga, painting, etc.), restaurants offer cooking classes, etc.
- Keep it lively! Offer trivia nights via live stream and provide virtual tours of your shop.

Restaurant-Specific Suggestions

- Provide food-to-go or home delivery
- Use single-service items such as silverware, condiments, etc. for take-out orders.
- Provide online or telephone order and payment options to limit cash handling and in-person ordering of food. Promote "tap and pay" or payment transfer methods like Venmo.
- Dedicate staff for in-person transactions. This individual would not make or assist in foodservice operations.
- Gloves must be worn by individuals preparing or handling ready to eat food. If gloves are worn for additional activities, such as cash handling, these individuals must wash their hands before putting a new pair on or after taking a pair off.
- Retrain employees on proper handwashing and encourage them to wash their hands more frequently, especially after making contact with items used by guests.
- Increase the frequency of cleaning and sanitizing all common areas in your facility. Pay special attention to frequently touched surfaces such as door handles, workstations, tables, chairs, menus, condiments, credit card machines, etc.
- Ensure the proper sanitizing concentrations are being used in all cleaning products. Make sure to follow all label guidelines or these products.
- Make sure sick employees stay home. If an employee suspects they might have COVID-19, please have them contact the Health Department further instruction. Ensure that all staff understands your facility's sick leave policy. Per the 2013 FDA Food Code, employees must be restricted from working in any foodservice establishment if they have a sore throat and fever.

COVID 19 - Develop Business Continuity/Contingency Plan Suggestions

1. **Evaluate Expenses and Borrowing Capabilities.** Contact your financial institutions to understand current lending capabilities and make any necessary arrangements. b. Take inventory and understand your current monthly expenses. Consider prioritizing payments based on size, due date, and disaster assistance related support offerings.

2. **Double Check Your Insurance Coverage.** You may have business interruption insurance coverage. Contact your insurance agent to review your policy and understand what you are covered for.

3. **Anticipate Inventory and Supply Chain Disruptions.** Identify who are your key partners, suppliers, and contractors and contact them to anticipate any delays or shortages. Identify the raw materials does your business needs to function? Ensure you have adequate supplies of inventory for a sustained period of 30 days. If necessary, diversify distributor sources.

4. **Avoid Scams.** Encourage all employees to verify the legitimacy of emails, phone messages, text messages, bills, etc.

5. **Review Employment Policies and Procedures.** Review, update and communicate your employee leave policies and procedures. Implement a flexible workplace and leave policies. Additionally, do not require a healthcare provider's note for employees who are sick to validate their illness or to return to work, as healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way.

   Anticipate absenteeism and plan to backfill positions if employees are absent? It is essential to cross-train employees to carry out essential functions. Unemployment will create an economic hardship; therefore, consider alternative ways to keep employees employed, such as temporarily reduced pay or permit flexible work hours like staggered shifts. Where and when appropriate, update all employee contact information and share it with your team.

6. **Establishing a Marketing and Communication Plan.** Minimize impact on your customers and business partners by communicating with your customers about the status of your operations. Considering offering creative and incentivizing reasons for customers to patronize your business.

   Consider converting portions of your business to digital platforms. Use e-commerce to promote digital payment methods, use delivery services, use booking and scheduling to stagger customer flow, offer discounts on shipping, etc.

7. **Maintain Facility Cleanliness.** Maintain facility cleanliness as prescribed by the CDC.

8. **Prepare for Social Distancing and Leverage Technology** by opting for video or phone conferencing instead of in-person meetings. Determine which employees are essential or non-essential for your business or organization to operate. Ask each business operations the following questions
   a. How can you accomplish critical tasks?
   b. Do you have the technology and infrastructure needed to support employees working from home?

9. **Communicate Clear and Accurate Information and Stay Informed** by establishing a communication protocol to keep your workforce and customers informed.

CITY OF DE PERE
DISASTER RECOVERY MICRO-LOAN BUSINESS APPLICATION

The City of De Pere, the Micro-loan Fund Lender, may ask for additional information not included in this application.

SECTION I-BUSINESS INFORMATION	
Legal Entity: ☐C Corp ☐S Corp ☐LLC ☐LLP ☐Partnership ☐Sole Proprietor	
Legal Name:	
Trade Name:	
Mailing Address:	
City, State, Zip:	County:
FEIN: (Federal Employee Identification Number –Tax ID)	
Date Established:	State of Organization (Per Articles of Incorporation/Organization):
Current Employment Full-time:	Part-time:
Website URL:	Phone:
Head of Organization:	Title:
Phone:	Email:
Briefly describe the business including products/services, locations and customers:	

SECTION II- PRIMARY APPLICATION CONTACT	
Project Contact:	Title:
Email:	Office Phone:
Cell Phone:	Mailing Address:
City, State, Zip:	

SECTION III- BUSINESS OWNERSHIP			
List All Owners:			
Name	Ownership %	Phone	Email
How many years has the business been under current ownership?			

SECTION IV- LOAN REQUEST	
Please detail how you intend to use the micro-loan dollars for working capital: Note: Promissory Note from the applicant will be required.	
Rent/Mortgage Payment:	
Utility Expense:	
Payroll Expenses:	
Other Expenses (in the ordinary course of business):	
TOTAL not to exceed $5,000 (20 employees or less) or $10,0000 (more than 20 employees):	

SECTION V- BANKING - LENDER REFERENCE	
Banking-Lender:	Banking-Lender Contact:
Email:	Office Phone:
Cell Phone:	Mailing Address:
City, State, Zip:	

SECTION VI – COMPLIANCE CHECKS FOR MICRO-LOAN ELIGIBILITY
Your business and its owners need to be in compliance with several authorities including but not limited to the following.
For-profit Corporations, Limited Liability Companies, Limited Liability Partnerships, Limited Partnerships and Cooperatives doing business in the State of Wisconsin are required to register with the Department of Financial Institutions (DFI). These type of businesses must be registered using their legal name and be current with DFI. If your business is not listed as being current in DFI records your business is not eligible for a micro-loan. Businesses operating as Sole Proprietorships are not required to be registered with the DFI.

SECTION VII - CERTIFICATION
I hereby understand, attest, certify and/or agree to the following terms and conditions:
(a) I meet the program requirements for the City of De Pere Small Business Pandemic Response Loan Program.
(b) I agree that by submitting this application, the City of De Pere is not under any obligation to approve the loan.
(c) I agree to indemnify, defend and hold harmless the City of De Pere, officers, officials, employees, agents and other associated parties against claims and damages relating to or arising from this application or any funds provided in connection with this application, and hereby release and waive any claims and damages arising now or in the future relating in any matter to rights, losses, liabilities, costs or expenses against them.
(d) I acknowledge, understand and agree that I have applied for a 0% interest rate loan that is required to be paid back to the City of De Pere.
(e) I agree that in the event credit is extended to me, I will complete a direct deposit and payment authorization form allowing for the City of De Pere to transfer funds into my business's bank account and for your payments to be electronically debited by automatic clearing-house (ACH) and deposited into the Economic Development Loan account.
(f) The information supplied in this application and all other supplemental information submitted for review is true, accurate, complete and reflects my intended response. I understand and agree that any information determined at any time to be false, incomplete or misleading will constitute cause for the City to determine this loan and the Promissory Note provided by the undersigned to become immediately due and owing, including all interest owing thereon.

Signature:
Name:
Title:
Date:
Signature:
Name:
Title:
Date:

Include additional signatures as required to authorize the submission of this application on behalf of the business.

Submit this application and its attachments to:
Daniel J. Lindstrom, AICP
Development Services Director

E-mail or U.S. Mail using the following addresses:

E-Mail: dlindstrom@deperewi.gov

U.S. Mail: City of De Pere
335 South Broadway Street
De Pere, WI 54115

For questions on the application call: 920-339-4043

Please see attached COVID-19 Identified Federal and State Funding Resources document for additional information.

PROMISSORY NOTE

$_____ Date:
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, _____, Maker, promises to pay to the order of the City of De Pere at 335 South Broadway, De Pere, WI, 54115, or at such other location as may be designated in writing from time to time, the principal sum of _____Thousand Dollars ($__,000), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This note shall be of a duration of four (4) years. Payments of principal plus interest shall be amortized over a three (3) year basis with equal monthly installments deferred until the 13th month and equal monthly payments thereon the subsequent three (3) year period. This note shall bear interest at a rate of zero percent (0%) per annum for the term of this note.

Repayment shall commence in the thirteenth month after the Maker first draws on the fund. The schedule of payments of principal and interest are as provided on the attached Exhibit 1.

RIGHT TO PREPAY

This note may be prepaid, in whole or in part, at any time without penalty for repayment at the option of Maker.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Maker, during which thirty (30) day

period Maker shall be allowed to cure the default. If notice is given and Maker fails to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

INDEMNITY

Maker agrees to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waives presentment, protest, demand, and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this note or the activities of Maker. This indemnity shall survive payment of this note.

CONSTRUCTION

This note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon Maker, but also its respective heirs, executors, successors, administrators, or assigns.

Signed this _____ day of _____, 2020.

By: _____

By: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____, 2020, the above-named _____ and _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Printed Name: _____
Notary Public, State of Wisconsin
My commission: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #21-43 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 2000 Block of Profit Place Adjacent to Parcels ED-2381, ED-2382 and ED-F0083) -Refer to Public Hearing.**

On March 22, 2021 Plan Commission unanimously recommended approval of the discontinuance/vacation with a vote of 7-0.

ATTACHMENTS:

- Reso21-43 (PDF)
- Exhibit A- PROFIT PLACE (PDF)
- Mayor-CC-200 BLK Profit Place-1800 BLK Commerce Drive ROW Vacation (PDF)
- 03-22-21 PC Report - ROW Discontinuance - Profit PL (DOCX)

RESOLUTION #21-43

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way at the 200 Block of Profit Place Adjacent to Parcels ED-2381, ED-2382 and ED-F0083)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on June 1, 2021 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at the 200 Block of Profit Place, adjacent to Parcels ED-2381, ED-2382, and ED-F0083, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Part of Southeast 1/4 of the Southeast 1/4, Section 33, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the northern most corner of Lot 30, East Side Industrial Park Third Addition, Volume 21 of Plats, Page 117, Document Number 1747462;

thence S61°29’29”W, 97.90 feet on the southeast right of way of Profit Place;

thence 84.37 feet on the arc of a 75.00 foot radius curve to the left, having a long chord which bears N28’30’39”W, 80.00 feet to the northwest right of way of Profit Place;

thence N61°29’29”E, 98.76 feet on said northwest right of way to the northeast right of way of Profit Place;

thence S27°53’35”E, 80.00 feet on said northeast right of way to the Point of Beginning.

Said parcel contains 7,239 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained; the entire right-of-way is retained as an easement; and the remaining right-of-way must have a minimum abutting 12 foot wide utility easement. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

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

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 20th day of April, 2021.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 03/22/2021

EXHIBIT A

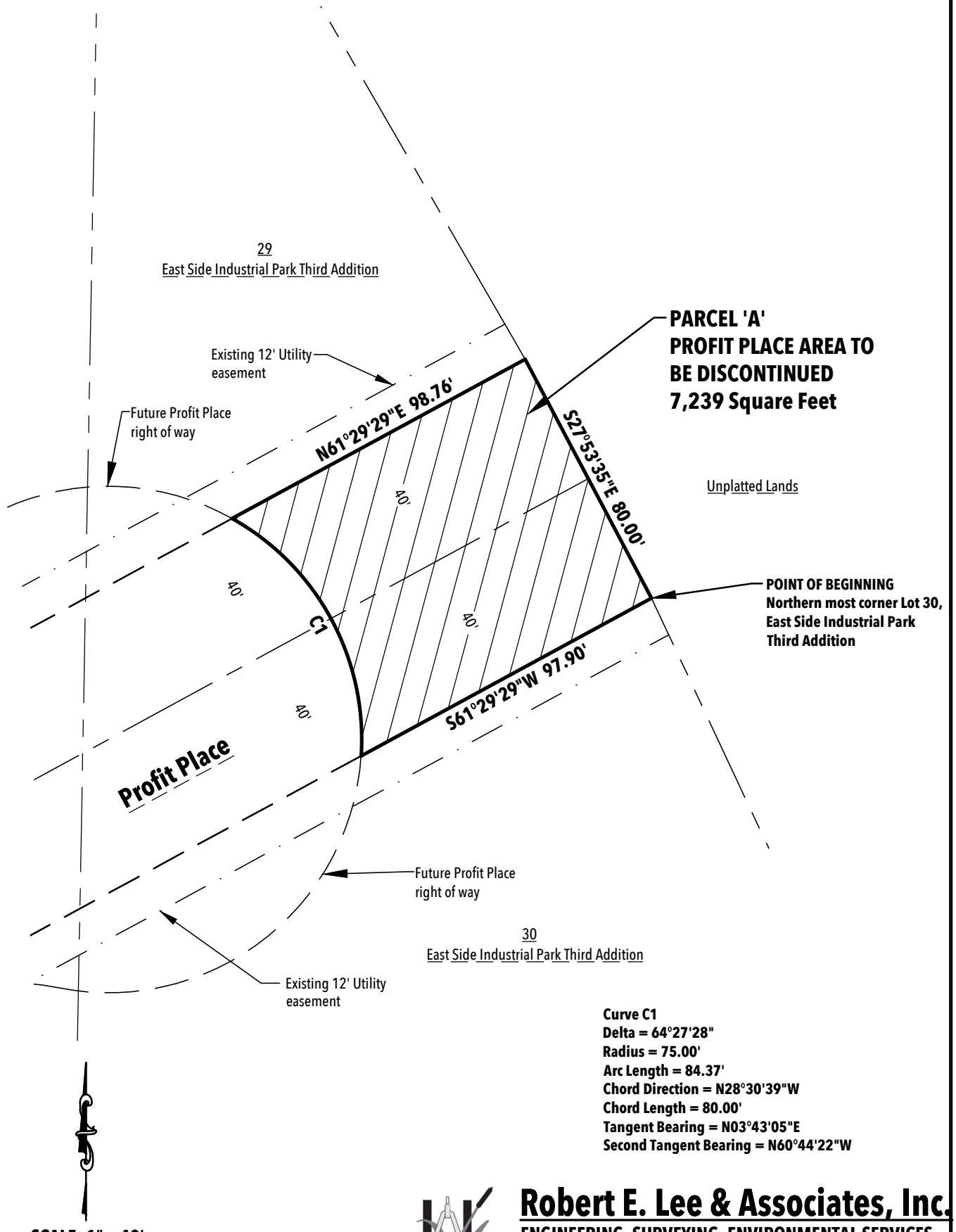


EXHIBIT SHEET 1 OF 1

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

Drafted by: Troy E. Hewitt R:\0400\0404\0404461\dwg\404461_Profit Discontinuance.dwg

CITY OF DE PERE MEMO

To: James G. Boyd, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney

RE: Resolution #20-43 - Vacating a Portion of a Public Thoroughfare (Right-of-Way at the 200 Block of Profit Place Adjacent to Parcels ED-2381, ED-2382 and ED-F0083) and
Resolution #20-44 - Vacating a Portion of a Public Thoroughfare (Right-of-Way at the 1800 Block of Commerce Drive Adjacent to Parcels ED-D69-2 and ED-344-102-6)

Date: April 20, 2021 (meeting date)

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

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

Therefore, the action to be taken at the April 20, 2021 meeting as to the above Resolutions is merely to refer the Resolutions forward for a public hearing. Both Resolutions will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

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

JSL
J:\Law\Memos\2021\Mayor-CC 200 BLK Profit Place ROW-1800 BLK Commerce Drive Vacation4-13-21.docx

ITEM 8: **Consideration and possible action on a request for a right-of-way vacation/discontinuance at the 2000 BLK of Profit PL (Adjacent to Parcels ED-2381, ED-2382, ED-F0083).***

PROPOSED PROFIT PL RIGHT-OF-WAY VACATION/DISCONTINUANCE

REQUESTED ACTION: Public Right-Of-Way Vacation/Discontinuance Approval.

Right-Of-Way Vacation/Discontinuance for unnecessary street segment that will be developed into a cul-de-sac.

Note: This is the first of two vacation/discontinuance requests that will be reviewed separately by Plan Commission on March 22, 2021. The second area will include small parts of Commerce DR, highlighted with red dashes in the northeast area of the above map.

COMMON DESCRIPTION: The 2000 BLK of Profit PL, located northward from the Profit PL and Destiny DR intersection.

PARCEL NUMBER(S): Adjacent to Parcels ED-2381, ED-2382, ED-F0083

EXISTING ZONING: None as the area is existing right-of-way, but adjacent to Industrial Park District (I-1).

PROPOSED ZONING: If the vacation/discontinuance is approved by Common Council, the area will take on an I-1 zoning.

SURROUNDING LAND USES: Developing and developed Business Park in all directions (I-1).

COMPREHENSIVE PLAN: Business Park.

APPLICANT/OWNER NAME: Authorized Representative and Property Owner
City of De Pere
Public right-of-way
335 S Broadway ST
De Pere, WI 54115

SITE HISTORY:

The subject site has been used for agricultural purposes since 1938. The westernmost parcels were created as part of the East Side Industrial Park Third Addition in 2000 and Profit Place was extended to its current location shortly after. Commerce DR, in the northeast area of the site was extended as part of CSM #8384 in 2013.

The following related projects will be separately reviewed by Plan Commission on March 22, 2021:

- Right-of-way discontinuances for part of Profit PL and Commerce DR (submitted by City).
- Plat review (submitted by City).
- Site plan (submitted by Immel Construction).

STAFF REVIEW:

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

- The right-of-way is no longer proposed to connect to Commerce DR.
- A cul-de-sac provides access to the adjacent properties and allows vehicles to turn around.
- The proposed vacation/discontinuance complies with a proposed cul-de-sac in the East Side Industrial Park Fourth Addition plat that will be reviewed by Plan Commission on March 22, 2021.
- The vacation/discontinuance has been reviewed by Development Services and Engineering staff. Conditions of approval added are listed at the end of this report.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on April 7, 2021 and then with a public hearing and resolution potentially on May 18, 2021.

Immediately adjacent property owners were notified of all proposed meetings and no comments were received. The review process follows State Statue requirements and there is not a 300-foot nearby neighbor notification requirement.

STAFF RECOMMENDATION:

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

1. The entire right-of-way is retained as an easement; all utility easements are retained.
2. The remaining right-of-way must have a minimum abutting 12’ wide utility easement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #21-44 Regarding the Vacation of a Portion of a Public Thoroughfare (Right-of-Way at the 1800 Block of Commerce Drive Adjacent to Parcels ED-D69-2 and ED-344-102-6) - Refer to Public Hearing.**

On March 22, 2021 Plan Commission unanimously recommended approval of the discontinuance/vacation with a vote of 7-0.

ATTACHMENTS:

- Reso21-44 (PDF)
- Exhibit A-COMMERCE DRIVE (PDF)
- 03-22-21 PC Report - ROW Discontinuance - Commerce DR (DOCX)

RESOLUTION #21-44

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Right-of-Way at the 1800 Block of Commerce Drive Adjacent to Parcels ED-D69-2 and ED-344-102-6)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on June 1, 2021 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described right-of-way at the 1800 Block of Commerce Drive, adjacent to Parcels ED-D-69-2 and ED-344-102-6, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

PARCEL 'A'
Part of Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the northeast corner of Lot 3, Volume 59 of Certified Survey Maps, Page 61, Map Number 8392, Document Number 2654678;
thence S00°41'23"W, 161.82 feet on the west right of way Commerce Drive;
thence 64.08 feet on the arc of a 410.00 foot radius curve to the left, having a long chord which bears N05°10'01.5"E, 64.02 feet;
thence N02°13'48"W, 98.12 feet to the Point of Beginning.

Said parcel contains 458 Square Feet of land more or less.

PARCEL 'B'
Part of Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the northern most corner of Outlot 1, Certified Survey Map Number 9191, Document Number 2912206;
thence 44.86 feet on the arc of a 440.00 foot radius curve to the right, having a long chord which bears S03°36'38"W, 44.84 feet on the east right of way of Commerce Drive;
thence N03°36'38"E, 44.84 feet to the Point of Beginning.

Said parcel contains 17 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained; the entire right-of-way is retained as an easement; and the remaining right-of-way must have a minimum abutting 12 foot wide utility easement. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

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

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 20th day of April, 2021.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Review: 03/22/2021

EXHIBIT A

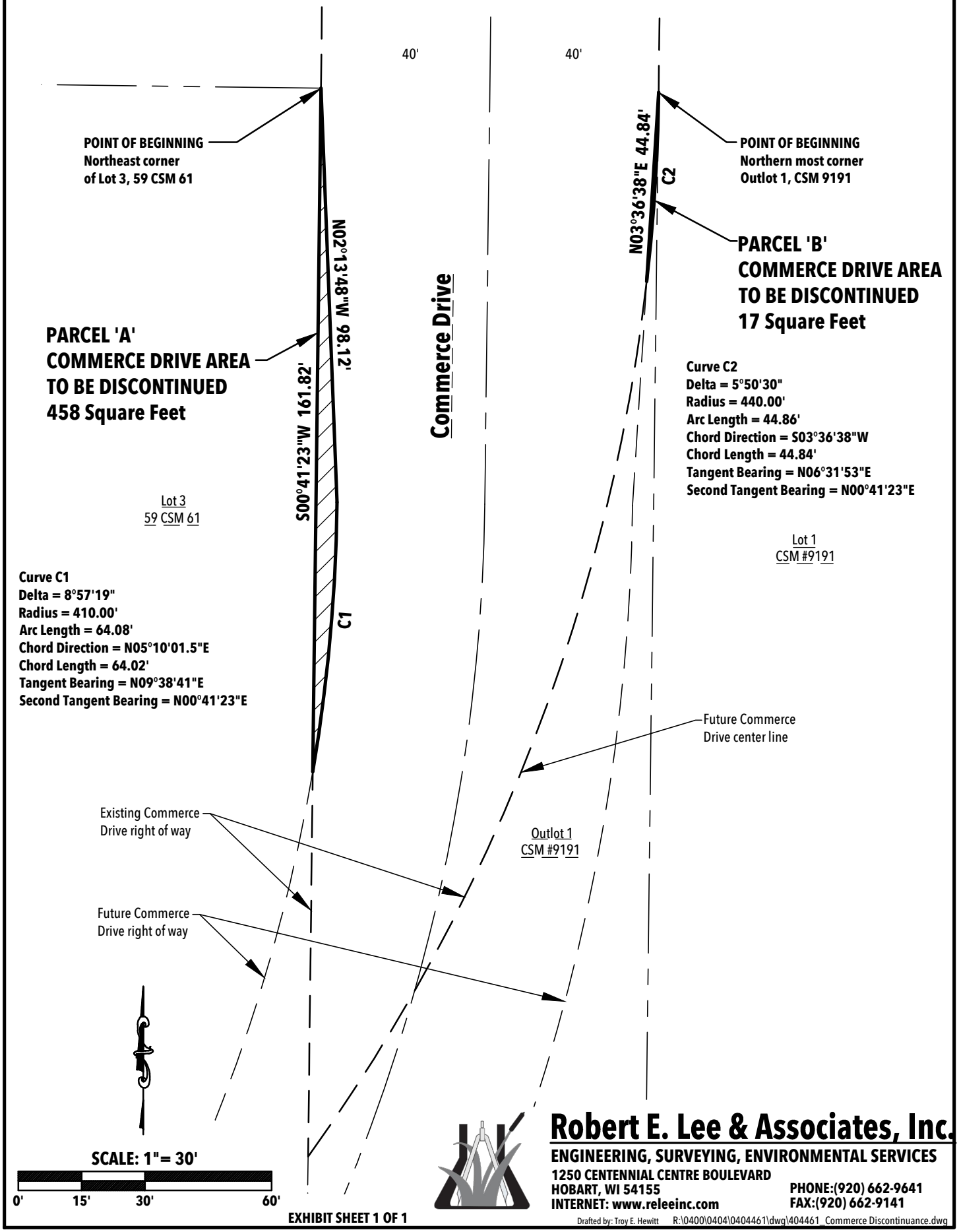


EXHIBIT SHEET 1 OF 1

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE:(920) 662-9641
FAX:(920) 662-9141

Drafted by: Troy E. Hewitt R:\0400\0404\0404461\dwg\404461_Commerce Discontinuance.dwg

ITEM 9: **Consideration and possible action on a request for a right-of-way vacation/discontinuance at the 1800 BLK of Commerce DR (Adjacent to Parcels ED-D69-2, ED-344-102-6).***

PROPOSED COMMERCE DR RIGHT-OF-WAY VACATION/DISCONTINUANCE

REQUESTED ACTION: Public Right-Of-Way Vacation/Discontinuance Approval.

Right-Of-Way Vacation/Discontinuance for unnecessary street segment due to a street realignment for future connection to Rockland RD.

Note: This is the second of two vacation/discontinuance requests that will be reviewed separately by Plan Commission on March 22, 2021. The first area will include parts of Profit PL, outlined in red in the west-central area of the above map.

Note: See the Profit PL vacation/discontinuance report for Comprehensive Plan, applicant, site history, and review process information.

COMMON DESCRIPTION: The 1800 BLK of Commerce DR, located at the far south end of Commerce DR, which intersects with Heritage RD at the north end.

PARCEL NUMBER(S): Adjacent to Parcels ED-D69-2, ED-344-102-6

EXISTING ZONING: None as the area is existing right-of-way, but adjacent to Industrial Park District (I-1) on the west side and General Industrial District (I-3) on the east side.

PROPOSED ZONING: If the vacation/discontinuance is approved by Common Council, the area will take on the adjacent I-1 and I-3 zonings.

STAFF REVIEW: When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is to determine if

such a vacation/discontinuance is necessary and if so, recommend to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- The right-of-way has been reconfigured to connect to Rockland RD, leaving two slivers of unneeded right-of-way.
- A reconfigured through-street between Rockland RD and Heritage RD improves connectivity for businesses on Commerce DR.
- The proposed vacation/discontinuance complies with proposed right-of-ways in the East Side Industrial Park Fourth Addition plat that will be reviewed by Plan Commission on March 22, 2021.
- The vacation/discontinuance has been reviewed by Development Services and Engineering staff. Conditions of approval added are listed at the end of this report.

STAFF RECOMMENDATION: Staff recommends APPROVAL and forwarding the Commerce DR right-of-way vacation/discontinuance to the Common Council for final approval with the following conditions:

1. The entire right-of-way is retained as an easement; all utility easements are retained.
2. The remaining right-of-way must have a minimum abutting 12’ wide utility easement.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Information Technology**
FROM:	**Kevin Clark**
SUBJECT:	**Resolution #21-45 Authorizing Enterprise Software License Agreement with ArchiveSocial, Inc. (Social Media and Website Archiving).**

The Finance/Personnel Committee approved this item by a vote of 5-0 at the April 13, 2021 meeting.

Staff is requesting the Finance/Personnel Committee approve the Enterprise License Agreement (ELA) with ArchiveSocial for archiving the City's social media platforms and website content.

Following a reevaluation of social media and website archiving solutions staff has chosen to change providers for this service. ArchiveSocial will provide an annual cost savings of $1,200 while producing more robust archives.

The agreement with our current vendor doesn't expire until the end of 2021. ArchiveSocial has offered to begin archiving our content once the ELA is approved at no charge until our present agreement expires.

If you have any questions prior to the meeting please contact Kevin Clark or Steve Massey.

ATTACHMENTS:

- Reso21-45 (PDF)
- City of De Pere, WI - ArchiveSocial ELA - 2021-2-10 (PDF)
- City_of_De_Pere,_WI_-_QuoteStandard20for12 (PDF)

RESOLUTION #21-45

AUTHORIZING ENTERPRISE SOFTWARE LICENSE AGREEMENT WITH ARCHIVESOCIAL, INC.
(Social Media and Website Archiving)

WHEREAS, in an effort to improve archiving services for public records created from content on City's website and social media platforms, staff has elected to change service providers, which will also result in cost-savings for the City; and

WHEREAS, ArchiveSocial, Inc. has offered to supply such services under the terms and conditions outlined in the attached "Enterprise Software License Agreement" attached hereto and incorporated as Exhibit A; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Master Service Agreement (Exhibit A), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/13/2021

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this "**Agreement**") is effective this ___ day of _____, 20__ (the "**Effective Date**"), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 ("**Licensor**") and the City of De Pere, a government entity whose principal place of business is located at 335 S. Broadway, De Pere, WI 54115 ("**Licensee**"). Licensee and Licensor may hereinafter jointly be referred to as the "parties."

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the "**Software**") and related documentation delivered or provided to Licensee (the "**Documentation**" and, along with the Software, the "**Service**"), all as more fully described and accessed at http://archivesocial.com/ (the "**Website**"); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the "**License**"). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee's "**Representatives**") to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee's rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any party of the Website, the Services or the Software or create any derivative works or otherwise merge

or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website's, the Service's or the Software's source code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on **Exhibit A** hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 30 days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a period of 1 year (the "Initial Term"), and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a "Renewal Term") by providing notice of renewal, including but not limited to purchase orders or invoice payments to Licensor within 30 days of the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee's access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party's debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Except as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer),**7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties' rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee's written request within 30 days thereof, Licensor shall, within 30 days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social

media platforms and Internet websites by Licensee to Licensor in connection with its use of the Service, as collected, modified and archived by Licensor in connection with its provision of the Service (collectively, the "**Archived Content**"). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content and it is Licensee's sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE'S OR ITS REPRESENTATIVES' ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify, edit, perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee's Archived Content, solely and to the limited extent necessary to perform Licensor's obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor's or Licensee's terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account and/or Internet website, platform or service that Licensor supports (a "**Supported Site**") and that Licensee would like to be included as part of Licensee's Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or Internet website in connection with Licensee's use of the Service and Licensor's archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, "**Permitted Accounts**").

(c) Limitations on Licensor's ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data

and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licensor accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licensor use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licensor's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licensor's ability to provide the Service as intended, or to provide the Service at all, including Licensor's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licensor's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licensor or by third parties or other events, including force majeure events.

(d) Service Disclaimer. WHILE LICENSOR WILL UNDERTAKE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licensor does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any

other content, in order for Licensor to perform Licensor's obligations hereunder and to provide Licensee with the Service. Notwithstanding the foregoing, any comments, feedback, ideas and/or reports about the Website or the Service that Licensee provides to Licensor, whether in written, electronic or any other form (collectively, "**Feedback**"), shall be considered Licensor's proprietary and confidential information, and Licensee hereby irrevocably automatically transfers and assigns to Licensor, immediately upon creation, all of Licensee's right, title and interest in and to such Feedback, including all intellectual property rights embodied in or arising in connection with such Feedback and any other rights or claims that Licensee may have with respect to any such Feedback.

7. CONFIDENTIALITY. Subject to public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licensor or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of five years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. TRANSFERS. This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has

been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor–negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee, which

supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By: _____

Name: _____

Title: _____

LICENSEE:

City of De Pere, WI

By: _____

Name: _____

Title: _____

EXHIBIT A

Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of $4,788 which shall entitle Licensee to connect to the Service, social media accounts from one or more social networking or social media websites, platforms or services or Internet websites supported as part of the commercially available Service (each a "**Supported Site**") for which Licensee is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account or Internet website (e.g., upon express authorization by Licensee's Representative). Each such social media account shall be referred as a "**Permitted Account**". Licensee is entitled to archive up to 3,000 new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a "**social media record**" refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle License to access the service.

Selected: (X)	Add-on Service	Annual Fee
	Risk Management & Analytics (RMA) Reporting & Alerting	$
	Public Access Open Archive Portal	$

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.

ArchiveSocial
P.O. Box 3330
Durham NC 27702
United States

QUOTE

#647

03/19/2021

Bill To

City of De Pere, WI

TOTAL (USD)

$4,788.00

Quote Expires:

Item	Amount
Standard Social Media Archiving Subscription ($399/month) - Unlimited Accounts & Up To 3k Records Per Month. Service Dates: 4/15/21 - 12/31/22	$8,198.81
Standard Credit of $3,410.81 applied for service from 4/15/21 through 12/31/21	($3,410.81)

Subtotal (USD)	$4,788.00
Tax (%) (USD)	$0.00
Total (USD)	$4,788.00

647

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #21-46 Amending Section 2.2 of the City of De Pere Policy Manual Regarding Work Schedule and Creating Alternative Work Arrangement Policy.**

ATTACHMENTS:

- Reso21-46 (PDF)
- Section 2.2 Work Schedule-Remote Work-redlined (PDF)
- Alternative Work Arrangement Policy (PDF)

RESOLUTION #21-46

AMENDING SECTION 2.2 OF THE CITY OF DE PERE
EMPLOYEE POLICY MANUAL REGARDING WORK SCHEDULE
AND CREATING ALTERNATIVE WORK ARRANGMENT POLICY

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Director, developed by a team of supervisory and non-supervisory City employees to offer work schedule flexibility and an expanded alternative work arrangement for the retention of City employees, in addition to remaining competitive for recruiting purposes; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following substantial amendments to the City of De Pere Employee Policy Manual:

1. Section **2.2 Work Schedule** shall be retitled "**Work Schedule/Remote Work**"

Repeal the first paragraph of current subsection A. (Business Hours) and replace with:

A. Office Hours: The goal of this policy is to provide the best customer service to meet the expectations of the public in an effective manner while maintaining flexibility for employees. Office hours for City Hall and the Community Center are 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays. Office hours for the Municipal Service Center are 6:30 a.m. to 4:00 p.m. Monday through Thursday and 6:30 a.m. to 10:30 a.m. on Fridays, except for established holidays. Department heads and supervisors will determine and advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

Subsection C. (Flex Scheduling) shall be deleted in its entirety and current Subsection D. (Breaks) shall become C.

Subsection D. "Alternative Work Arrangements" shall be created as follows:

D. Alternative Work Arrangements: The City recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

As a result, the City supports alternative work arrangements which include alternative work schedules and remote work, provided that such work arrangement is beneficial to the organization and the employee and continues to satisfy the needs and objectives of the City. The department head is responsible for ensuring the fair and equitable administration of this policy to employees.

Alternative work arrangements should meet the following criteria:

- Alternative work arrangements will not result in a change in the City's or a department's office hours.
- Each department head is responsible for ensuring that all services of the department are available to internal and external customers during regular office hours and that the efficiency and effectiveness of the department's operations will not be interrupted or negatively impacted.
- Alternative work arrangements are not appropriate for all positions, all departments, or all situations.
- Working an alternative work arrangement is a privilege, not an employee right and it in no way changes the terms and conditions of employment with the City.
- Employees must maintain an acceptable time and attendance record and maintain a satisfactory work performance.
- The alternate work arrangement will not cause overtime. All overtime must have supervisor approval prior to incurring the overtime.
- Any alternative work arrangement may be discontinued at will and at any time at the request of the department head with approval from Human Resources. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of the alternative work arrangement. There may be instances, however, when no notice is possible.

Process:

- All requests for alternative work arrangements must be in writing, completed by the employee, and submitted to the supervisor and department head for approval. Request for formal remote work

arrangements must be submitted to Human Resources for approval. Please use the Alternative Work Arrangement Request Form.

- Approval or denial of such requests must be in writing and provided to the employee.
- Once an alternative work arrangement is approved, it cannot change without the prior written permission of the supervisor and department head. Request for a change to a formal remote work arrangement must approved by Human Resources.
- All completed and approved requests, and denials, must be sent to the Human Resources Department to be placed in the employee's personnel file.

1. Work Schedule

    a. Alternative Work Schedules: Alternative work schedules allow employees to have a regular work schedule outside the department's office hours. Alternative work schedules will be offered to employees whose positions can accommodate such a schedule. Alternative work schedules must have prior supervisory approval and will not disrupt the level of service or the smooth operation of the department.

    b. Flexible Scheduling: An employee's regular work schedule may be flexed periodically with the approval of an employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone during the day. Time may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

    Employees who have worked or used accrued time off for (80+ hours in pay period [Saturday–Friday] for exempt employees) and (40+ hours in a workweek [Saturday-Friday] for non-exempt employees) may be allowed to periodically take off without using accrued time off with approval of the employee's supervisor. This arrangement is allowed infrequently and not every week. Employees are not allowed to work on the weekend just to have time off later that week. Any long term change in the regular work schedule must be approved through the Alternative Work Schedule policy.

2. Remote Work: Remote work allows employees to work at home, on the road or in a satellite location. The City considers remote working to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote working may be appropriate for some employees and jobs but not for others.

    a. Equipment: On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for each remote work arrangement. The Information Technology Department (IT) will serve a resource in this matter. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for City business purposes only. The remote worker must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment or arrangement, all City property will be returned to the City, unless other arrangements have been made.

    When using City equipment or software, the remote worker must follow all software-licensing provisions agreed to by the City.

    The City reserve the right to pursue recovery from the employee for any City property deliberately or negligently damaged or destroyed while in employee's care, custody, and control.

    b. Work Conditions: The employee will establish an appropriate work environment within his or her home for work purposes. A high-speed internet connection is required for remote work. IT recommends a 30Mbs internet connection or faster. The City will not be responsible for costs associated with the setup of the employee's home office, such as internet, remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

    c. Security: Consistent with the City's expectations of information security for employees working at the office, employees working remotely will

be expected to ensure the protection of confidential City and client/customer information accessible from their home office. Steps may include taking only minimally necessary confidential information out of the office, the use of locked file cabinets and desks, regular password maintenance, prevent inadvertent disclosure and any other measures appropriate for the job and the environment.

d. Safety: Employees are responsible for maintaining their home workspace in a safe manner, free from safety hazards, similar to what is provided in the City's physical work environment. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties may be covered by the City's workers' compensation policy. The City reserves the right to physically inspect all home workspaces in the event a work related injury incurred in the home environment. Remote employees are responsible for immediately notifying their supervisor of such injuries. A Report of Occupational Injury, Exposure, or Illness should be completed prior to the end of the work shift of the day of injury.

e. Hours of Work: The employee and supervisor/department head will agree on the number of days of remote work allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or computer within a reasonable time period during the agreed upon work schedule. The agreed upon work schedule shall comply with FLSA regulations.

IT will provide assistance with remote connectivity issues during City Hall office hours. If an employee is unable to connect remotely, the employee may be asked to report to a City facility to complete their work schedule. If an employee is unable to report to a City facility the employee may need to use paid time off such as vacation, floating holidays or comp time to fulfill hours.

Employees working remotely are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked. Overtime requires the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work arrangement.

f. There are two types of remote work options: informal and formal.

i. Informal Remote Work: Informal remote work generally means working remotely for a temporary time period. Informal remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel, and may be full or partial days. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. These arrangements should be made with an advance request to the employee's supervisor. Informal remote work requests may be made via phone, email, text, etc. Formal remote work requests must be submitted via the formal remote work process.

Consideration will be given for other informal, short-term arrangements requested by the employee for extenuating circumstances; this may include family or medical leave with consent of the employee's health care provider and approval by the supervisor, department head and Human Resources Department.

ii. Formal Remote Work: Formal remote work is an agreed-to arrangement whereby an employee regularly works remotely for some portion of their regular work schedule. Employees who are interested in such an arrangement should discuss with their supervisor/department head the availability of such an option.

Generally, to be considered for a formal remote work arrangement, employees must maintain satisfactory performance as determined by their supervisor. The decision to approve a remote work arrangement will be based on factors such as position and job duties, performance history, related work skills and the impact on the organization.

Employees are reminded during working hours they must comply with all existing policies as defined in the City of De Pere Employee Policy Manual.

Current Subsection E. (Work from Home) shall be deleted in its entirety and current Subsection F. (Timekeeping) shall become E. and current Subsection G. (Attendance) shall become F.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 4/13/2020

2.2 Work Schedule/ Remote Work

A. ~~Business~~ Office Hours: The goal of this policy is to provide the best customer service to meet the expectations of the public in an effective manner while maintaining flexibility for employees. Office hours for City Hall and the Community Center are 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays~~8 a.m. to 4:30 p.m~~. ~~and~~ Office hours for the Municipal Service Center are 6:30 a.m. to 4:00 p.m. Monday through Thursday and 6:30 a.m. to 10:30 a.m. on Fridays~~7:30 a.m. to 4 p.m. for the Municipal Service Center Monday through Friday~~, except for established holidays. ~~Summer hours for City Hall, the Community Center and the Municipal Service Center are 7:30 a.m. to 5:00 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays. Summer schedules for part-time employees will be decided by the department head. Summer hours are from Memorial Day through Labor Day.~~ Department heads and supervisors will determine and advise ~~field~~ employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.

The City has the authority to determine the methods, means, processes and personnel by which the departments operations are to be conducted. This includes reserving the right to assign work in whatever manner deemed necessary to maintain an efficient workforce. When a department head or supervisor decides that employees will need to work outside the scheduled work hours, then the department head or supervisor should attempt to give notice, to the extent practical, prior to completion of the employee's work shift on the day preceding the change.

For work that is scheduled in advance and is part of the employee's normally scheduled hours (i.e. coming in for meetings), employees should record minimally one hour of time if they have to report to work after their regular shift. Exempt employee reporting back for scheduled or unscheduled work outside their regular work hours should record a minimum of one hour on their time sheet. Time spent at work outside normal work hours for purposes of catching up on work shall be recorded as actual time spent. For non-scheduled work see Section 6.7 Emergency Pay.

B. Water Schedule: For employees in the Water Department, each week the department head or supervisor may schedule an employee to work on Saturday and Sunday. These weekend assignments are rotated among qualified employees in the Division.

The Director of Public Works or designee may assign personnel from the Water Division or other qualified employees to be available for responses on a standby basis for hours outside of the normal workday including weekends and holidays.

Employees will be compensated at $1.75 per hour when on standby. An employee assigned to standby shall respond to answering service within 15 minutes of the call and be able to report to the worksite within 30 minutes of taking the call and perform the necessary task to alleviate the emergency situation.

~~C. Flex Scheduling: Normal work hours may be flexed periodically with the approval of an employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone during the day. Time may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.~~

~~Employees who have worked or used accrued time off for (80+ hours in pay period [Saturday Friday] for exempt employees) and (40+ hours in a workweek [Saturday Friday] for non-exempt employees) may be allowed to periodically take off without using accrued time off with approval of the employee's supervisor. This arrangement is allowed infrequently and not every week. Employees are not allowed to work on the weekend just to have time off later that week. Any long-term change in the normal work schedule must be approved by the City Administrator before implementation.~~

~~D.~~C. Breaks: Approved unpaid lunch breaks may be taken from one-half to one hour in length for office employees. Any other break arrangement must be approved by the employee's supervisor (i.e. taking a 1.5 hour lunch one day per week) Paid 15-minute breaks may be granted periodically by the employee's supervisor.

For Parks and Public Works field employees, lunch periods will be unpaid and generally commence at 11:00 a.m. unless permission is granted by the employee's supervisor to take lunch during a different time. The department head or supervisor may designate lunch periods at different times and particularly in situations where it is determined that continuous operation by some personnel is necessary for efficient operations, in times of emergency, or where employees are assigned to the various shifts providing 24-hour service. The Municipal Service Center is available for lunch breaks. Employees are allowed 30 minutes from the time they leave the job site until they return to the job site.

D. Alternative Work Arrangements: The City recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

As a result, the City supports alternative work arrangements which include alternative work schedules and remote work, provided that such work arrangements~~s~~ is beneficial to the organization and the employee~~,~~ and continues to

satisfy the needs and objectives of the City. The department head is responsible for ensuring the fair and equitable administration of this policy to employees.

Alternative work arrangements should meet the following criteria:

- Alternative work arrangements will not result in a change in the City's or a department's office hours.
- Each department head is responsible for ensuring that all services of the department are available to internal and external customers during regular office hours and that the efficiency and effectiveness of the department's operations will not be interrupted or negatively impacted.
- Alternative work arrangements are not appropriate for all positions, all departments, or all situations.
- Working an alternative work arrangement is a privilege, not an employee right and it in no way changes the terms and conditions of employment with the City.
- Employees must maintain an acceptable time and attendance record and maintain a satisfactory work performance.
- The alternate work arrangement will not cause overtime. All overtime must have supervisor approval prior to incurring the overtime.
- Any alternative work arrangement may be discontinued at will and at any time at the request of the department head with approval from Human Resources. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of the alternative work arrangement. There may be instances, however, when no notice is possible.

Process:

- All requests for alternative work arrangements must be in writing, completed by the employee, and submitted to the supervisor and department head for approval. Request for formal remote work arrangements must be submitted to Human Resources for approval. Please use the Alternative Work Arrangement Request Form.
- Approval or denial of such requests must be in writing and provided to the employee.
- Once an alternative work arrangement is approved, it cannot change without the prior written permission of the supervisor and department head. Request for a change to a formal remote work arrangement must approved by Human Resources.
- All completed and approved requests, and denials, must be sent to the Human Resources Department to be placed in the employee's personnel file.

1. Work Schedule

a. Alternative Work Schedules: Alternative work schedules allow employees to have a regular work schedule outside the department's office hours. Alternative work schedules will be offered to employees whose positions can accommodate such a schedule. Alternative work schedules must have prior supervisory approval and will not disrupt the level of service or the smooth operation of the department.

b. Flexible Scheduling: An employee's regular work schedule may be flexed periodically with the approval of an employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone during the day. Time may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

Employees who have worked or used accrued time off for (80+ hours in pay period [Saturday–Friday] for exempt employees) and (40+ hours in a workweek [Saturday-Friday] for non-exempt employees) may be allowed to periodically take off without using accrued time off with approval of the employee's supervisor. This arrangement is allowed infrequently and not every week. Employees are not allowed to work on the weekend just to have time off later that week. Any long term change in the ~~normal~~regular work schedule must be approved through the Alternative Work Schedule policy.

2. Remote Work: Remote work allows employees to work at home, on the road or in a satellite location. The City considers remote working to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote working may be appropriate for some employees and jobs but not for others.

a. Equipment: On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for each remote work arrangement. The Information Technology Department (IT) will serve a resource in this matter. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make

determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for City business purposes only. The remote worker must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment or arrangement, all City property will be returned to the City, unless other arrangements have been made.

When using City equipment or software, the remote worker must follow all software-licensing provisions agreed to by the City.

The City reserve the right to pursue recovery from the employee for any City property deliberately or negligently damaged or destroyed while in employee's care, custody, and control.

b. Work Conditions: The employee will establish an appropriate work environment within his or her home for work purposes. A high-speed internet connection is required for remote work. IT recommends a 30Mbs internet connection or faster. The City will not be responsible for costs associated with the setup of the employee's home office, such as internet, remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

c. Security: Consistent with the City's expectations of information security for employees working at the office, employees working remotely will be expected to ensure the protection of confidential City and client/customer information accessible from their home office. Steps may include taking only minimally necessary confidential information out of the office, the use of locked file cabinets and desks, regular password maintenance, prevent inadvertent disclosure and any other measures appropriate for the job and the environment.

d. Safety: Employees are responsible for maintaining their home workspace in a safe manner, free from safety hazards, similar to what is provided in the City's physical work environment. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties may be covered by the City's workers' compensation policy. The City reserves the right to physically inspect all home workspaces in the event a work related injury incurred in the home environment. Remote employees are responsible for immediately notifying their supervisor of such injuries. A Report of Occupational Injury,

Exposure, or Illness should be completed prior to the end of the work shift of the day of injury.

e. Hours of Work: The employee and supervisor/department head will agree on the number of days of remote work allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or computer within a reasonable time period during the agreed upon work schedule. The agreed upon work schedule shall comply with FLSA regulations.

IT will provide assistance with remote connectivity issues during City Hall office hours. If an employee is unable to connect remotely, the employee may be asked to report to a City facility to complete their work schedule. If an employee is unable to report to a City facility the employee may need to use paid time off such as vacation, floating holidays or comp time to fulfill hours.

Employees working remotely are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked. Overtime requires the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work arrangement.

f. There are two types of remote work options: informal and formal.

i. Informal Remote Work: Informal remote work generally means working remotely for a temporary time period. Informal remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel, and may be full or partial days. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. These arrangements should be made with an advance request to the employee's supervisor. Informal remote work requests may be made via phone, email, text, etc. Formal remote work requests must be submitted via the formal remote work process.

Consideration will be given for other informal, short-term arrangements requested by the employee for extenuating circumstances; this may include family or medical leave

with consent of the employee's health care provider and approval by the supervisor, department head and Human Resources Department.

ii. Formal Remote Work: Formal remote work is an agreed-to arrangement whereby an employee regularly works remotely for some portion of their regular work schedule. Employees who are interested in such an arrangement should discuss with their supervisor/department head the availability of such an option.

Generally, to be considered for a formal remote work arrangement, employees must maintain satisfactory performance as determined by their supervisor. The decision to approve a remote work arrangement will be based on factors such as position and job duties, performance history, related work skills and the impact on the organization.

Employees are reminded during working hours they must comply with all existing policies as defined in the City of De Pere Employee Policy Manual.

~~E. Work from Home: Occasionally there may be times when it may be beneficial for the employee to work from home. This would typically be allowed for exempt level positions. In rare cases, and when it is in the best interest of the City, non-exempt employees may receive approval from their supervisor and Human Resources to work from home.~~

~~1. Examples of when employees may request working from home:~~

- ~~If attending an appointment or seminar near the beginning or end of the day and it is not efficient to report in, or come back to work~~
- ~~Car won't start~~
- ~~Hazardous weather~~
- ~~Caretaking for an ill family member~~

~~2. Approval Process~~

~~a. Department Heads~~

~~i. Partial Day: Inform City Administrator of the reason you are working from home and for what amount of time~~

~~ii. Full day or more: Obtain approval from the City Administrator in advance. If emergent issue, ensure approval is obtained early in the day.~~

~~b. Non department head employees~~

~~i. Partial Day: May or may not need supervisory approval in advance. See your supervisor to determine their expectation.~~

~~ii. One Full Day: Approval from supervisor in advance. If emergent issue, ensure approval is obtained early in the day.~~

~~Working from home is limited to 80 hours during a calendar year unless the City Administrator approves exceeding 80 hours in advance. Employees must track hours worked from home by adding a flag to the hours worked in Incode and noting the amount of time worked from home. Employees and their supervisor are responsible for tracking the time and ensuring the correct approval is provided.~~

~~F.~~E. Timekeeping: Each employee is required to accurately record his or her work time each workday, and will be held accountable for failing to completely and accurately record his or her time. Each employee should record his or her time only. Each employee must verify that the information on the employee's time record is complete and accurate. Errors must be immediately reported by the employee. Employees should never assume a supervisor or payroll will notice or edit any time discrepancy, as this is the employee's responsibility. Any employee who submits false time records may be subject to discipline up to and including dismissal. Time shall be rounded to the nearest quarter of an hour. If the time is 7 minutes or less, round down to the nearest hour, if more than 7 minutes, round up to the nearest quarter of the hour. Hourly employees must not work more than seven minutes before the start of their shift or 7 minutes beyond the end of their shift unless such time has been previously authorized by their supervisor. Hourly employees must report actual time worked, including time in and out for lunch periods.

~~G.~~F. Attendance: The City places great emphasis on good attendance. Absence or tardiness places an extra burden on co-workers and undermines the efficient operation of the City. Regular attendance at work is expected of every employee. It is each employee's responsibility to be on the job on time each day and fully able and ready to work. Although there are justifiable reasons to take time off from work, each employee's employment assumes his or her availability for work. Employees are expected to arrive at work on time, return from scheduled breaks on time, and to work until the job is completed or the employee is relieved from duty.

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: April 13, 2021

RE: Consideration and Possible Action to Approve Alternative Work Arrangement Policy

Note: At the April 13, 2021 Finance/Personnel Committee the below recommendation was approved unanimously.

As we all know working through the COVID-19 pandemic this last year required employers to make adjustments to many things. Remote work, previously a rarity, became a necessity for the City like most organizations. The pandemic also required the City to alter schedules for employees to limit the number that were in the buildings at the same time. We found that not only did these types of changes work well for operations; the majority of the employees enjoyed the flexibility. As we are hopefully getting closer to a finish line with COVID-19, many employers are developing permanent alternative work arrangement policies. These options do not work for all positions, but for those that do, alternative work arrangements are certainly becoming the new normal.

A team of non-supervisory and supervisory employees worked together to develop a policy that would work for all departments within the City. The draft Alternative Work Arrangement Policy includes: a more robust remote work component and alternative work schedule and also encompasses our current flexible work schedule policy. Also, since the pandemic most departments have kept the summer hour schedule in place. It is being recommended to implement the summer hours of operation year round. This schedule has been in place each year from Memorial Day until Labor Day year for the last 5 years. This allows for greater flexibility for citizens to come in for services before or after the typical work hours. Being closed Friday afternoons in the summer hasn't impacted operations. Therefore, the proposed office hours have been amended in the draft policy.

If you have questions in advance of the meeting, please contact me at 339-4045. Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Finance Department**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #21-47 Establishing Non-Lapsing Funds as of December 31, 2021.**

At its meeting on April 13, 2021, the Finance/Personnel Committee voted unanimously to approve this item and move it forward for approval of the Common Council.

ATTACHMENTS:

- Reso21-47 (PDF)
- NLFMEMO2020 (PDF)
- NLF2020DETAIL-FINANCE (PDF)

RESOLUTION #21-47

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2020

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2020.

Account	**Amount**
Administrator-Strategic Visioning & Branding	$ 38,674
Administrator-Sustainability Funds LED Lighting	$ 15,074
Elections-Electronic Poll Books (21)	$ 40,620
Information Mgmt-Microsoft Office 365 Email Migration	$ 30,000
Information Mgmt-2019 Software for Walk Up PCs	$ 3,000
Information Mgmt-City Hall Security Cameras	$ 50,000
Development Services-Branding Initiatives	$ 7,878
Police-Community Policing	$ 1,655
Police Training	$ 17,684
Police K9 Funds	$ 28,063
Police Miscellaneous Donations	$ 20,452
Fire/Rescue-Act 102	$ 17,663
Community Center-Heated Gutter Coiling	$ 8,000
Community Center-Improvements/Upgrades	$ 8,612
Parks & Recreation-Voyageur Breakwall Study	$ 30,000
Parks & Public Lands-Cooler Replacement	$ 3,540
Parks & Public Lands- Sidewalk Replacement Program	$ 1,661
Parks & Public Lands-Voyageur Bathroom Facility	$ 40,000
Parks & Public Lands-Water Connection for Riverwalk	$ 3,000
Parks & Public Lands-Prairie Grass East of Triangle For Riverwalk	$ 11,400
Parks & Public Lands-Video Security System	$ 10,000
Forestry-Contract Tree Trimming	$ 50,000
Boat Ramps-Perkofski Boat Launch Improvements	$ 5,000
Boat Ramps-Fox Point Dock Extension	$ 4,000
TOTAL	**$445,976**

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/13/2021

To: Honorable Mayor and Members of the Finance Committee
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2020 Budget Items Carried Forward to 2021
Date: April 8th, 2021

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2020 but will not be spent until 2021. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was $327,396. This year's amount is $445,976 which is larger than last year due mainly to projects that have not been finished in 2020 but are intended to be completed in 2021. Our projected unassigned general fund balance is expected to increase from 2019 even with the increased carryover amount. We will have better feel for that increase next week when the auditors begin their final field work for the 2020 audit and an exact amount when the 2020 audit report is completed in June. Our unassigned general fund balance will be likely be over our policy limit of 35% which we can also review in the June 2021 Finance meeting.

Feel free to contact me prior to the Finance Meeting on April 13th, 2021 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2021.

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City of De Pere
Non-Lapsing Funds Detail
December 31, 2020

DEPARTMENT	ITEM	AMOUNT	COMMENTS
General Government			
Administrator	Strategic Visioning & Branding	$38,674	Unspent Sustainability Funds from 2019 & 2020
Administrator	Sustainability Funds - LED Lighting	$15,074	Unspent Sustainability Funds from 2017 & Prior Years
Elections	Electronic Poll Books (21)	$40,620	Unspent 2020 Budget Amendment Set for 2021
Information Management	Microsoft Office 365 Email Migration	$30,000	2020 budgeted amount carried forward to 2021
Information Management	2019 Software for Wlk Up PCs	$3,000	2020 budgeted amount carried forward to 2021
Information Management	City Hall Security Cameras	$50,000	Unspent 2020 Budget Amendment Set for 2021
Development Services	Consulting	$7,878	Unused Amount from 2018 Branding Initiative carried forward to 2021.
Public Safety			
Police Department	Police-Community Policing	$1,655	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	$17,684	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	$28,063	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Donations	$20,452	This amount represents unspent donations to the Police Department
Fire Department	Fire/Rescue-Act 102	$17,663	This amounts represents unspent state Act 102 grants specific for fire department purposes.
Parks and Recreation			
Community Center	Community Center Outlay-Heated Gutter Coiling	$8,000	Amount remaining from $10,000 in 2016 expected to be completed in 2021.
Community Center	Community Center Outlay-Improvements/ Upgrades	$8,612	Amount remaining from $10,000 in 2017 expected to be completed in 2021.
Parks and Recreation	Voyageur Breakwall Study	$30,000	2019 budgeted amount carried forward to 2021.
Parks & Public Lands	Outlay - Water Cooler Replacement	$3,540	Remaining 2018 budgeted amount ($540)& 2020 amount of $3,000 carried forward to 2021.
Parks & Public Lands	Parks Sidewalk Replacement Program	$1,661	Unspent Amount from 2020 carried forward to 2021.
Parks & Public Lands	Outlay- Voyageur Bathroom	$40,000	2017 budgeted amount carried forward to 2021.
Parks & Public Lands	Outlay - Water Connection for Riverwalk	$3,000	2019 budgeted amount carried forward to 2021.
Parks & Public Lands	Outlay - Replace Prairie Grass East of Triangle Riverwalk	$11,400	2018 budgeted amount carried forward to 2021.
Parks & Public Lands	Video Security System	$10,000	Unspent Amount from 2020 carried forward to 2021.
Forestry	Contract Tree Trimming	$50,000	2019 budgeted amount carried forward to 2020.
Boat Ramps	Perkofski Launch Improvements	$5,000	Unspent Amount from 2020 carried forward to 2021.
Boat Ramps	Fox Point Dock Extension	$4,000	Unspent Amount from 2020 carried forward to 2021.
TOTAL		**$445,976**	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-48 Approving Standard Uniform Rental Service Agreement with Cintas (Uniform and Towel Service for Municipal Service Center).**

The Board of Public Works at the March 8, 2021 meeting approved the contract for uniform services with Cintas in the amount of $33.82 per week and moved to send it to the Common Council for approval. Upon vote, the motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso21-48 (PDF)
- City of De Pere Agreement 3-10-2021(Cintas) (PDF)
- Memo for Uniform Services at MSC for CC (DOCX)
- Memo for Uniform Services at MSC (PDF)
- Cintas Quote uniforms(PDF)
- Unifirst Quote uniforms (PDF)
- Bay Towel rental service agreement and current invoice (PDF)

RESOLUTION #21-48

APPROVING STANDARD UNIFORM RENTAL SERVICE AGREEMENT WITH CINTAS
(Uniform and Towel Service for Municipal Service Center)

WHEREAS, the City wishes to retain uniform rental services for shop towel and coveralls for employee use at the Municipal Service Center; and

WHEREAS, Cintas offers to provide available personnel and inventory necessary to accomplish the required services on a weekly basis;

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Standard Uniform Rental Service Agreement between the City of De Pere and Cintas as is attached hereto, subject to such changes as deemed necessary by the City Attorney .

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 03/08/2021

Service Location No. :11K (GREEN BAY, WI)

MLRA/NA : NAV Account Number :

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Contract No. :

Date :03/10/2021

Business Index : Dynamic ID :

Customer Name : City of De Pere DBA Name :

Delivery Address : 925 S. Sixth St Delivery Add Line 2:

City : De Pere State: Wisconsin Zip : 54115 - Phone : (920) 339-4072

UNIFORM PRICING:

Item #	Description	Inventory	Del Freq	Unit Price
00912	COVERALL	1	W - Weekly Delivery	$0.255

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem $ 2.00 ea
- Company Emblem $ 4.00 ea
- Custom Emblem $ ea
- Embroidery $ ea (direct embroidery requires a buy back agreement)

Pricing of emblems is valid for initial installation only.

- COD Terms $ 5.00 per delivery charge for prior service (if Amount Due is Carried to Following Delivery)
- Credit Terms - Charge Payments Due 10 Days After End of Month

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item #	% of Inventory	Price / ea
2160	4	$0.410

- Preparation Charge: $ 1.53 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc) premium $ 0.15 per garment per delivery.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container $ per delivery.
- Artwork Charge for Logomat $
- Uniform Storage Lockers: $ ea/delivery, Laundry Lock-up: $ ea/delivery Shipping: $
- Service Charge $ 0.00 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 15.00 per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Uniform Advantage $ 0.08 per garment. Premium Uniform Advantage $ 0.16 per garment.

Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.

- Emblem Advantage $ 0.06 per garment.

Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation.

- Prep Advantage $ 0.06 per garment.

  Prep Advantage covers all cost associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from the date of installation.

- Other: _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq	Inventory	Unit Price
02160	SM SHOP TWL-RED	W - Weekly Delivery	200	$0.080

_____ Select Yes if Unilease. All garments will be cleaned by Customer.

_____ Select Yes if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

_____ Select Yes if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement value.

Customer certifies it ___is___ a federal, state or local government branch or agency.

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local governmental body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Company.

Terms and Conditions Reviewed ☒

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

By signing this agreement, the customer waives his/her signature as a requirement for services rendered. The customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If the customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoices : Signature Waived

Multiple Invoices : Signature Waived All

Cintas Location No : 0011K

I agree that I am authorized to sign on behalf of the City of De Pere .

This agreement is subject to the terms and conditions set forth in this agreement. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Cintas Sales Rep Name : Nate Glime

Please Print Name : _____

Title : Sales Representative

Please Print Title: _____

Customer Email Address: _____

IMMEDIATE BUY BACK AGREEMENT

Non-Standard Product / Special Size Garments

City of De Pere (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event non-standard products are returned to Cintas for reasons other than normal wear, the Customer agrees to buy back all non-standard products assigned to that employee at the rate listed below as the buy back rate. In the event an employee requiring a special size garment discontinues the service for any reasc s invoice.

Document Not Required

These ga rment will be pla

In the event the Customer deletes the non-standard product, alters the design of the non-standard product, below terminates the rental agreement or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products that Company has in inventory in-service and out-of-service at the rate listed as buy back rate. Company may in its sole discretion elect to waive the buy back, in which case, customer is obligated to return all garments to company in good and usable condition.

Example 1: John Smith of ABC Rentco rents standard pants and non standard/exception shirts. John Smith leaves the employment of ABC Rentco. If all pants are returned in rentable condition, the company is not charged. The company is charged for all shirts at the agreed buy back rate and customer retains possession of the shirts.

Example 2: Mary Jones of AMD SteelFab rents non standard/exception shirts and pants. Mary requires a smaller size of both shirts and pants. The new sized shirts and pants are secured for rental and the company is charged for all old shirts and pants at the agreed buy back rate. These garments are retained in the customer's possession.

Non-Standard Product and / or Special Size Product	Buy Back Rate

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 0011K

Document Not Required

Name : _____ Title : _____

Date : 03/10/2021 Company : City of De Pere

Date : 03/10/2021

Document Not Required

END OF TERM BUY BACK AGREEMENT

Non-Standard Product/Special Size Garments

City of De[illegible] rental service f[illegible]

Document Not Required

In the e[illegible]roduct, terminat[illegible]andard products/special size products that Company has in inventory in-service and out-of-service at the below rate listed as buy back rate. Company may in its sole discretion elect to waive the buy back, in which case, customer is obligated to return all garments to company in good and usable condition.

Non-Standard and/or Special Size Product	Buy Back Rate

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 0011K

Document Not Required

Name : Title :

Date : 03/10/2021 Company : City of De Pere

Date : 03/10/2021

Document Not Required

SIZING SHEET

Company Name : City of De Pere

Phone Number : (920) 339-4072 Contact Name :

Last Day of Fitting Event :

Department:

			Top					Bottom					
Emp #	Employee Name	Name for Line 1 Name for Line 2	Item	Color	Sleeve Length	Sleeve Inv	Size	Item	Inv	Color	Wst	Insm	Employee Signature

			Top							Bottom						
Emp #	Employee Name	Name for Line 1 Name for Line 2	Item	Color				Sleeve Length	Sleeve Inv	Size	Item	Inv	Color				Wst	Insm	Employee Signature

Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples." A charge of $ 15.00 per garment will be assessed for employees size changed within 4 weeks of installation.

I agree that I am authorized to sign on behalf of the company.

Credit References

AP Contact Name :* _____ # of Years in Business :* _____

AP Phone # :* _____ Payment Method :* _____

Supplier's Name : _____ Contact : _____

Street : _____ City : _____ State : _____ Zip : _____

Phone # : _____ Fax # : _____ Email : _____

Supplier's Name : _____ Contact : _____

Street : _____ City : _____ State : _____ Zip : _____

Phone # : _____ Fax # : _____ Email : _____

Supplier's Name : _____ Contact : _____

Street : _____ City : _____ State : _____ Zip : _____

Phone # : _____ Fax # : _____ Email : _____

Refer A Friend To Cintas

Do you know someone who could use our services?

Your Referral

1
Name : 1
Company : 1
Phone : (111) 111-1111
Services They Might Need :
Clean Restroom

2
Name :
Company :
Phone :
Services They Might Need :

3
Name :
Company :
Phone :
Services They Might Need :

4
Name :
Company :
Phone :
Services They Might Need :

5
Name :
Company :
Phone :
Services They Might Need :

Thank you in advance! We will give your referral the best service Cintas has to offer.

Do you know someone in one of these industries?
Chances are they could use our services.

Building Maintenance Services
- HVAC Service
- Cable Company
- Electrician
- Equipment Repair
- Plumbing

Facility Services
- Waste Management Service
- Document Prep Service
- Landscape/Snow Removal
- Janitorial Service

Healthcare
- Daycare
- Home Healthcare
- Eye Doctor
- Chiropractor
- Pediatrician
- Dentist
- Family Doctor

Other
- Dry Cleaner
- Nail Salon
- Barber Shop
- Petcare
- Beauty Salon
- Autobody Shop

Your Information

Your Name :
Company : New NBA Package
Date : 12/31/2018

Clean Restroom Service
Restocking service ensures your restrooms have essential hand care, paper and odor control products.

Safe Floor Service
Mats and mops to help capture and remove dirt and moisture, keeping your floor clean and safe.

Cleaning Chemical Service
Save space and ensure accurate dilution every time with regular service.

Tile and Carpet Deep Clean Service
Our comprehensive tile and carpet cleaning process utilizing our high pressure steam rinse and soft removal will cleanse your floors and revive it back to their original beauty.

Sanis UltraClean Service
Sanitize your restroom and kitchen floors and kitchen floors with our deep cleaning process.

Clean Kitchen Service
Cintas service ensures your kitchen has the necessary products to promote food safety in your kitchen and keep operating at its full potential.

Uniform Rental
Great looking stylish, comfortable garments and accessories for every industry.

Automotive Parts Cleaning Service
The Cintas Safewasher an automotive parts cleansing system, uses bioremediation to reduce or eliminate aerosol cleaners.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Common Council
From: Thomas Blohowiak, Maintenance Supervisor
Date: April 14, 2021

RE: **Consideration & possible action on new contract for uniform services**

Since the BOPW, staff has reviewed the Bay Towel agreement. Because we did not sign a new agreement, the old agreement would auto renew for one more year. There is a penalty for ending an agreement with Bay Towel early. We will need to provide written notice to Bay Towel that we are terminating the contract and give them the effective date of the termination (which should correspond to when we will start with Cintas). The Bay Towel Agreement will expire on its own accord as of January 24, 2022. If the termination date is May 24, 2021, then we would owe Bay Towel 4 months of service ($1,872 which is 50% of the remaining balance) that is a penalty for canceling the agreement. If we stay with Bay Towel to the end of agreement from May 24, 2021 to the January 24, 2022 we will pay $3,744 for the service. Cost for services from Cintas for the rest of 2021 would be $1,083 till January plus the penalty.

1. Stay with Bay Towel 8 months = $3,744
2. Change to Cintas May 24 = $1,083 + $1872 = $2,954

Even though we had to pay the penalty to Bay Towel, there is a cost savings of $790. Staff is recommending the contract be given to Cintas, the lowest proposal for the service and pay the penalty.

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: March 8, 2021

RE: **Consideration & possible action on new contract for uniform services**

The Municipal Service Center has a renewal contract with Bay Towel for coveralls and shop towels that is due. We have been working with Bay Towel for several years. Staff has noticed significant price changes from what was in the contract and learned that they could raise prices up to 8% per year without notifying staff.

The City of De Pere requested proposals from 3 vendors for this service. (See attached)

1. Cintas $33.82/ week
2. UniFirst $36.00/ Week
3. Bay Towel $117.00/ week

Staff is recommending the contract be given to Cintas, the lowest proposal for the service.

February 10, 2021

Program For: **City of De Pere**
Attention: **Tom Blohowiak**

City of De Pere

Cintas Products	Units	Freq.	Unit Cost	Subtotal
Poly/Cotton Coverall	57	Weekly	$ 0.255	$ 14.535
Red Shop Towel	200	Weekly	$ 0.080	$ 16.000
Red Shop Towel - Lost Replacement 4% at $0.41	8	Weekly	$ 0.410	$ 3.280
Service Charge	1	Weekly	$ -	$ -
			Estimated Weekly Total :	**$ 33.82**

One Source, One Company, One Answer

Please Call Nate Glime at (920)362-1280 with any questions.

February 10, 2021

Uniform Service Proposal For

City of De Pere Maintenance

Rental

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
3002	UniWear Cotton Blend Zip Front Coverall LS	40	16	$ 0.35	$ 14.00
4022	Short Sleeve Speed Suit, 65/35 Poly/Cotton Blend.	17	7	$ 0.38	$ 6.46
				Weekly Total Uniform Rate	$ 20.46

Rental

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
8023	Shop Towel	400	200	$ 0.05	$ 10.00
	Towel Replacement Fee		4	$ 0.26	$ 1.04
				$ -	$ -
				Facility Services Weekly Total	$ 11.04

		# of Wearers	Weekly per Wearer Rate	Weekly Total
		8	$ 2.56	$ 20.46
Total	Facility Services Weekly Total			$ 11.04
HDW	Hardware (bagstand, lockers, etc)			$ 1.00
GM	Garment Maintenance			$ -
DEFE	Delivery, Environmental, Fuel, Energy			$ 3.50
			Weekly Total	$ 36.00

Proposed pricing effective for 30 days from date at top of page

UniFirst Sales Representative

Dylan Vandenhouten

920.265.0600

Thank you for the opportunity to earn your business!

February 10, 2021

Uniform Service Proposal For

City of De Pere Maintenance

ONE TIME CHARGES FOR NEW EMPLOYEES

COMPANY LOGO EMBLEM	$ 3.50
INDIVIDUAL NAME EMBLEM	$ 1.50
CUSTOM DIRECT EMBROIDERED COMPANY LOGO	$ 4.50

CUSTOM DIRECT EMBROIDERED EMPLOYEE NAME		$ 2.50			
GARMENT SET-UP CHARGE		$ 0.75			

Full Rental Service Includes:

> Sizing with sample garments to assure a comfortable fit.

> Weekly garment inspection for items in need of repair or replacement

> Garment repair at **No Additional Charge.**

> Worn garments replaced at **No Additional Charge.**

> Guaranteed **24-Hour Response** to All Customer Service Inquiries.

> Quarterly Customer Satisfaction Audits.

> UniFirst **Written** Guarantee Service Promise

> No Hidden Charges

UniFirst Sales Representative

Dylan Vandenhouten

920.265.0600

Thank you for the opportunity to earn your business!

BAY TOWEL

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

This Rental Service Agreement made and executed by and between City of DePere Maintenance hereinafter called 'Customer' and Bay Towel, Inc. of 2580 South Broadway, Green Bay, Wisconsin, hereinafter called 'Supplier'.

WHEREAS, Customer desires to rent from Supplier and Supplier desires to rent to Customer, clean uniforms, linens, towels and other items for the use of Customer and Customer's employees in Customer's business; and

WHEREAS, Customer acknowledges that Supplier will be required to make a substantial investment in uniforms, linens and other items and equipment in order to supply such rental service to Customer.

NOW, THEREFORE, for value received and consideration hereafter recited, Customer and Supplier hereby agree as follows:

1. Supplier agrees to furnish linen, uniforms, dust control and other items as set forth in Table A below, on the terms and conditions contained in this Agreement. Supplier shall maintain a regular delivery schedule to pick up and deliver uniforms, linens and towels to Customer. Any additions to the amount or types of merchandise, equipment or services requested by Customer shall be and will become a part of this Agreement and shall be subject to the same terms and conditions below. All Prices Are Based On 52 Weeks per Year Service.

TABLE A

Item Description	Inventory	Changes/Wk	Unit Price	Minimum Billing %
Coveralls	varies		$1.000	
Jackets	varies		$3.780	
Shop Towels	400	200	$0.070	
Laundry Bag	4	2	$0.250	

2. If Supplier's cost of service under this Agreement increases during the term of this Agreement, and any extension thereof, Supplier is entitled to increase its prices. If a price increase is 8% or less per annum, Customer acknowledges any such increase to be reasonable and agrees that no written notice need be given by Supplier. However, if a price increase exceeds 8% per annum, Supplier must notify Customer in writing and Customer may reject the price increase by notifying Supplier in writing of rejection within fourteen (14) days of receipt of the notice of any such increase. All adjusted billing(s) reflecting such a price increase shall be deemed to be adequate notice of increase(s) to the Customer. If Customer furnishes a written rejection of the increase charge within the agreed fourteen (14) day period, Supplier, at its option, may either continue the service at the existing prices, or cancel this Agreement upon notice to Customer. [ ] Customer initial.

3. Customer acknowledges that Supplier will be obligated to make substantial investment in the rental items necessary to fulfill the terms of this Agreement. This Agreement shall take effect on the date of signing. The agreed term of this Agreement, therefore, shall be for a period of Thirty-Six months from the later of the effective date or the date of initial delivery. The parties agree that this Agreement shall be automatically renewed for a Twelve(12) month term, unless Customer provides written notice of termination to Supplier on or before 12/16/2023.
[ ] Customer initial.

4. Any continued receipt of service by the Customer (acceptance of rental items or service from supplier) after the expiration of this Agreement (and any extension thereof) shall allow the supplier to enforce all of the terms, conditions and obligations as stated in any provision of this Agreement.

SEE REVERSE FOR ADDITIONAL PROVISIONS

CUSTOMER ALSO WARRANTS THAT HE/SHE HAS READ THE ENTIRE CONTRACT, FRONT AND BACK, AND HAS RECEIVED A COPY OF THIS AGREEMENT. THE SIGNATORY FOR CUSTOMER WARRANTS THAT HE/SHE IS AUTHORIZED ON BEHALF OF CUSTOMER TO EXECUTE THIS AGREEMENT.

Signed this 15th day of March, 2021

CUSTOMER:

Signed by:

Print:

Title:

Email

Address: 925 S. 6th Street

DePere WI 54115

Phone #:

This Agreement is executed by:

- ☐ An Officer of the Corporation
- ☐ Member of the LLC
- ☐ Partner of Partnership
- ☑ Authorized Agent

BAY TOWEL, INC.:

Signed by:

Print:

Title:

Salesperson: Travis Koske

Customer is a(n):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☑ Municipality
- ☐ Sole Proprietor

BAY TOWEL
LINEN AND UNIFORM RENTAL

Invoice

BAY TOWEL
PO BOX 12115
GREEN BAY, WI 54307 (920)497-2000

DE PERE, CITY OF, MAINTENANCE
925 SOUTH 6TH STREET
DE PERE, WI 54115-1199 (920)339-4060

Date	Day	Invoice	Freq	Seq	Term	Account	Route
02/04/2021	Thu	4104743	7	40	CHG	14052-59645	10

Line	Item	Empl	Name / Description		Sizes	Qty	Inv	Unit Pr	Ext. Price	Adj. Qty	Adj. Amt	Total
1	933		BAG,BWN,TAPERED,POLYESTER			2	4	$0.3240	$0.65		$0.00	$0.65
2	1880		SHOP TOW RD 18			200	400	$0.0864	$17.28		$0.00	$17.28
3	2200		BAG STAND			0	1	$0.0000	$0.00		$0.00	$0.00
4	2205		HANGER CADDIES			0	1	$0.0000	$0.00		$0.00	$0.00
5	CT16NV	10	CO USE	COVERALL NAVY SP	46	1	3	$1.6416	$3.28		$0.00	$3.28
6	CT16NV	10	CO USE	COVERALL NAVY SP	50	1	3	$1.6416				
7	CT10NV	11	CO USE	COVERALL NAVY AC	54 LN	3	7	$1.6416	$4.92		$0.00	$4.92
8	CT16NV	12	BERNIE SKOVIAK	COVERALL NAVY SP	46L 45	7	14	$1.6416	$11.49		$0.00	$11.49
9	CT10NV	17	CRAIG THIEM	COVERALL NAVY AC	48 LN	3	7	$1.6416	$9.84		$0.00	$9.84
10	CT16NV	17	CRAIG THIEM	COVERALL NAVY SP	48 LN	3	6	$1.6416				
11	CT10NV	19	CO USE PARK	COVERALL NAVY AC	50 41	1	3	$1.6416	$1.64		$0.00	$1.64
12	CT16NV	20	MARCUS WEBSTER	COVERALL NAVY SP	54 REG	7	14	$1.6416	$11.49		$0.00	$11.49
13	FINCHG		FINANCE CHG			0	0	$0.0000	$1.77		$0.00	$1.77
14	SC		SERVICE CHARGE			0	0	$0.0000	$28.12		$0.00	$28.12
15	STMP		STMP			0	0	$0.0000	$29.27		$0.00	$29.27

Total Due	Cur. Bus.	Cur. Bal.	30	60	90	120
$718.87	$119.75	$481.14	$0.00	$117.98	$0.00	$0.00

Subtotal:	$119.75	Total Adj.:	$0.00
Sales Tax:	$0.00	Tax Adj.:	$0.00
Prebill:	$119.75	Net Adj.:	$0.00

Comment: _____

Total Adj.:	$0.00
Tax Adj.:	$0.00
Net Charge:	**$119.75**

Received By: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-49 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking- Curb & Gutter and Sidewalk).**

The Board of Public Works at the April 12, 2021 Meeting approved awarding Request for Proposal 21-19 Mudjacking-Curb & Gutter and Sidewalk to Badger Concrete Lifting, LLC in the amount of $8,850 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-49 (PDF)
- Contractor Agreement-Badger Concrete Lifting(Mudjacking)4-12-21-161-001-12 (PDF)
- Exhibit A-Badger Concrete-Mudjacking (PDF)
- Exhibit B-Badger Concrete-Mudjacking (PDF)
- 2021 0412 CI_BOPW_Award_21-19 (PDF)
- 2021 0318 CE_21-19 Bid Tab (PDF)

RESOLUTION #21-49

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 4/12/2020

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

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting, LLC, a Wisconsin limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 21-19, Mudjacking – Curb & Gutter and Sidewalk Various Locations, dated February 25, 2021, attached and incorporated herein as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:
   Comprehensive Form

(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. SAFETY, HEALTH AND SANITATION. The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Badger Concrete Lifting, LLC
Attention: City Engineer	Attention: Kyle Schoenebeck
925 South Sixth Street	811 Severndroog Way
De Pere, WI 54115	Green Bay, WI 54313-7482

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

(Signatures follow on Page 6 of 6)

BADGER CONCRETE LIFTING, LLC

By: _____
Kyle Schoenebeck, Owner

CITY OF DE PERE

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2020\Contractor Agreements\Badger Concrete Lifting(Mudjacking) 4-12-21-161-001-12.docx

FEBRUARY 25, 2021

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 21-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, March 18, 2021**, at which time they will be publicly opened and read aloud. The bid opening will occur virtually. See the proposal forms and specifications for additional information.

Project 21-19 for which proposals are being sought includes the following approximate quantities:

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

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

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

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

Dated this 25th of February 2021.

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

Project 21-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 21-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	$	$
SD-02	Mud-Jacking Sidewalk	LF	2,800*	$	$
				TOTAL	$

* Estimate, final totals determined in field.

PROPOSAL

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

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

_____ TITLE_____

(Signature of Bidder)

_____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 21-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK
   The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2020 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS
   Bids will be opened at the time and place indicated in the Request for Proposals. The bid opening can be viewed live via GoToMeeting information shown below. With the current COVID-19 restrictions, the Municipal Service Center is closed for access. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after opening the bids.

   The bid opening can be viewed live via GoToMeeting as follows:
   Please join my meeting from your computer, tablet or smartphone.

   https://global.gotomeeting.com/join/702570621

   You can also dial in using your phone.
   (For supported devices, tap a one-touch number below to join instantly.)

   United States (Toll Free): 1 877 309 2073
   - One-touch: tel:+18773092073,,702570621#

   Access Code: 702-570-621

   New to GoToMeeting? Get the app now and be ready when your first meeting starts:
   https://global.gotomeeting.com/install/702570621

3. MUD-JACKING
   A. See Attached Section 32 01 20 Mud-Jacking.

   B. The unit price for Mud-Jacking work includes:
      1. Traffic Control
      2. Provide grout holes
      3. Provide and install grout
      4. Clear grout holes and seal with cement

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

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

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

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

   A sample contractor's agreement is attached to this proposal for your consideration.

SECTION 32 01 20

MUD-JACKING

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

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

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.

B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.

C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.

D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.

E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch

per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.

B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.

C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

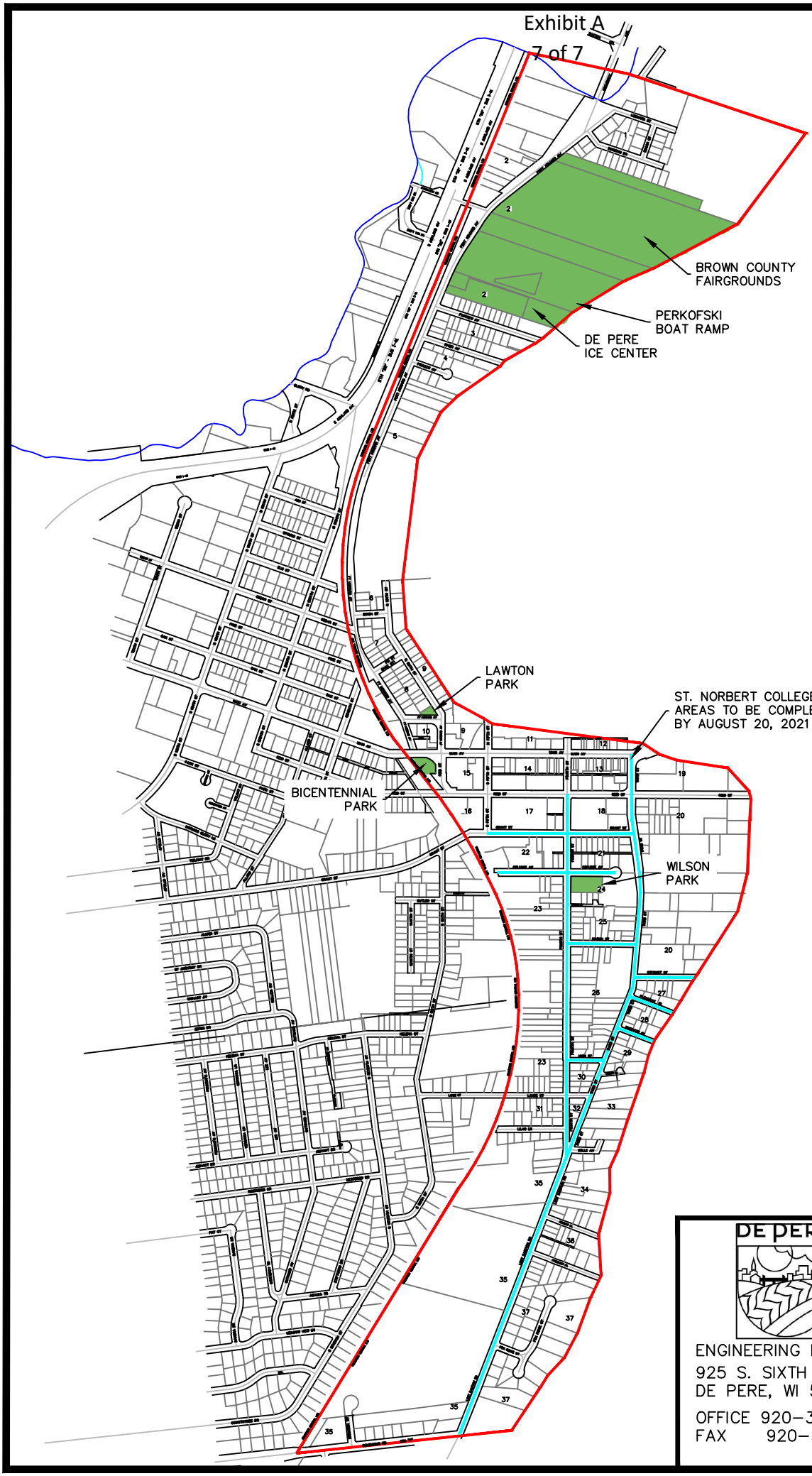
3.3 CLEAN-UP

A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.

B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

Exhibit A
7 of 7



DE PERE

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

EXHIBIT A
2021 SIDEWALK
REPAIR AREA

PROJECT:
21-05

DATE: JANUARY 2021
BY: KAD
CHE

Exhibit B

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 21-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100*	$ 4.50	$ 450.00
SD-02	Mud-Jacking Sidewalk	LF	2,800*	$ 3.00	$ 8,400.00
				TOTAL	$ 8,850.00

* Estimate, final totals determined in field.

PROPOSAL

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

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

[signature] TITLE Owner

(Signature of Bidder)

Kyle Schoenebeck

Print or Type Name of Bidder

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 12, 2021

RE: **Consideration and possible action on award of RFP 21-19 Mudjacking***

The Engineering Department received proposals for Project 21-19 Mudjacking on March 18, 2021. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	$8,850
Vernob, LLC DBA Acculift Mudjacking	$9,755
Fahrner Asphalt Sealers, LLC	$11,100

The allocated budget amount for the project from the capital improvement fund is $10,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of $8,850.

Attachments:
2021 0318 CE_21-19 Bid Tab (PDF)

DE PERE

PROJECT 21-19 MUDJACKING
PROPOSALS

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Badger Concrete Lifting, LLC		Vernob LLC DBA Acculift Mudjacking		Fahrner Asphalt Sealers, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	$ 4.50	$ 450.00	$ 6.55	$ 655.00	$ 20.00	$ 2,000.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	$ 3.00	$ 8,400.00	$ 3.25	$ 9,100.00	$ 3.25	$ 9,100.00
			Total Amount Bid	**$**	**8,850.00**	**$**	**9,755.00**	**$**	**11,100.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-50 Authorizing Agreement for Contractor Services between City of De Pere and Universal Concrete Grinding, LLC (Concrete Grinding Sidewalk-Various Locations)**

The Board of Public Works at the April 12, 2021 Meeting approved awarding Request for Proposal 21-19A Concrete Grinding-Sidewalk to Universal Concrete Grinding, LLC in the amount of $15,769.20 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Reso21-50 (PDF)
- Universal Concrete Grinding, LLC(Concrete Grinding)4-12-21-161-001-12 (PDF)
- Exhibit A-Universal Concrete Grinding (PDF)
- Exhibit B-Universal Concrete Grinding (PDF)
- 2021 0412 CI_BOPW_Award_21-19A(PDF)
- 2021 0318 CE_21-19A BID TAB (PDF)

RESOLUTION #21-50

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND UNIVERSAL CONCRETE GRINDING, LLC
(Concrete Grinding Sidewalk – Various Locations)

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to enter into an Agreement for Contractor Services Between the City of De Pere and Universal Concrete Grinding, LLC as attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/12/2021

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND UNIVERSAL CONCRETE GRINDING, LLC (Concrete Grinding Sidewalk – Various Locations)

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Universal Concrete Grinding, LLC, a foreign limited liability company authorized to conduct business in Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 21-19A, Concrete Grinding Sidewalk – Various Locations, dated February 25, 2021, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than $5,000,000.

2. Automobile Liability

   (A) Coverages must include the following extensions:
   Comprehensive Form

(1) All Owned Autos
(2) All Hired Autos
(3) All Non-Owned Autos
(4) Mobile Equipment
(5) Specialized Equipment
(6) Contractual Liability
(7) Uninsured Motorists to Limit of Policy
(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:
Combined Single Limit/Bodily Injury and Property Damage:
$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. SAFETY, HEALTH AND SANITATION. The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the City Engineer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

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

   It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:	If to Contractor:
City of De Pere	Universal Concrete Grinding, LLC
Attention: City Engineer	Attention: Joseph Spain
925 South Sixth Street	P.O. Box 241
De Pere, WI 54115	Girard, OH 44420

Signatures to follow on Page 6 of 6

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

UNIVERSAL CONCRETE GRINDING, LLC

By: _____
Joseph Spain
President/Managing Member

By: _____
Printed Name: _____
Title: _____

CITY OF DE PERE

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney

J:\Law\Agreements\2021\Contractor Agreements\Universal Concrete Grinding, LLC(Concrete Grinding)4-12-21-161-001-12.docx

FEBRUARY 25, 2021

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 21-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, March 18, 2021** at which time they will be publicly opened and read. The bid opening will occur virtually. See the proposal forms and specifications for additional information.

Project 21-19A for which proposals are being sought includes the following approximate quantities:

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

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be viewed by emailing dppubwrks@deperewi.gov.

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

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

Dated this 25th Day of February 2021.

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

Project 21-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 21-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	$	$
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	$	$
				TOTAL	$

*Estimate, final totals determined in field

PROPOSAL

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

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

_____ TITLE_____

(Signature of Bidder)

_____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 21-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK

   The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2020 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. OPENING BIDS

   Bids will be opened at the time and place indicated in the Request for Proposals. The bid opening can be viewed live via GoToMeeting information shown below. With the current COVID-19 restrictions, the Municipal Service Center is closed for access. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after opening the bids.

   The bid opening can be viewed live via GoToMeeting as follows:
   Please join my meeting from your computer, tablet or smartphone.

   https://global.gotomeeting.com/join/702570621

   You can also dial in using your phone.
   (For supported devices, tap a one-touch number below to join instantly.)

   United States (Toll Free): 1 877 309 2073
   - One-touch: tel:+18773092073,,702570621#

   Access Code: 702-570-621

   New to GoToMeeting? Get the app now and be ready when your first meeting starts:
   https://global.gotomeeting.com/install/702570621

3. CONCRETE GRINDING SPECIFICATION

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

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

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

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

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

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

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

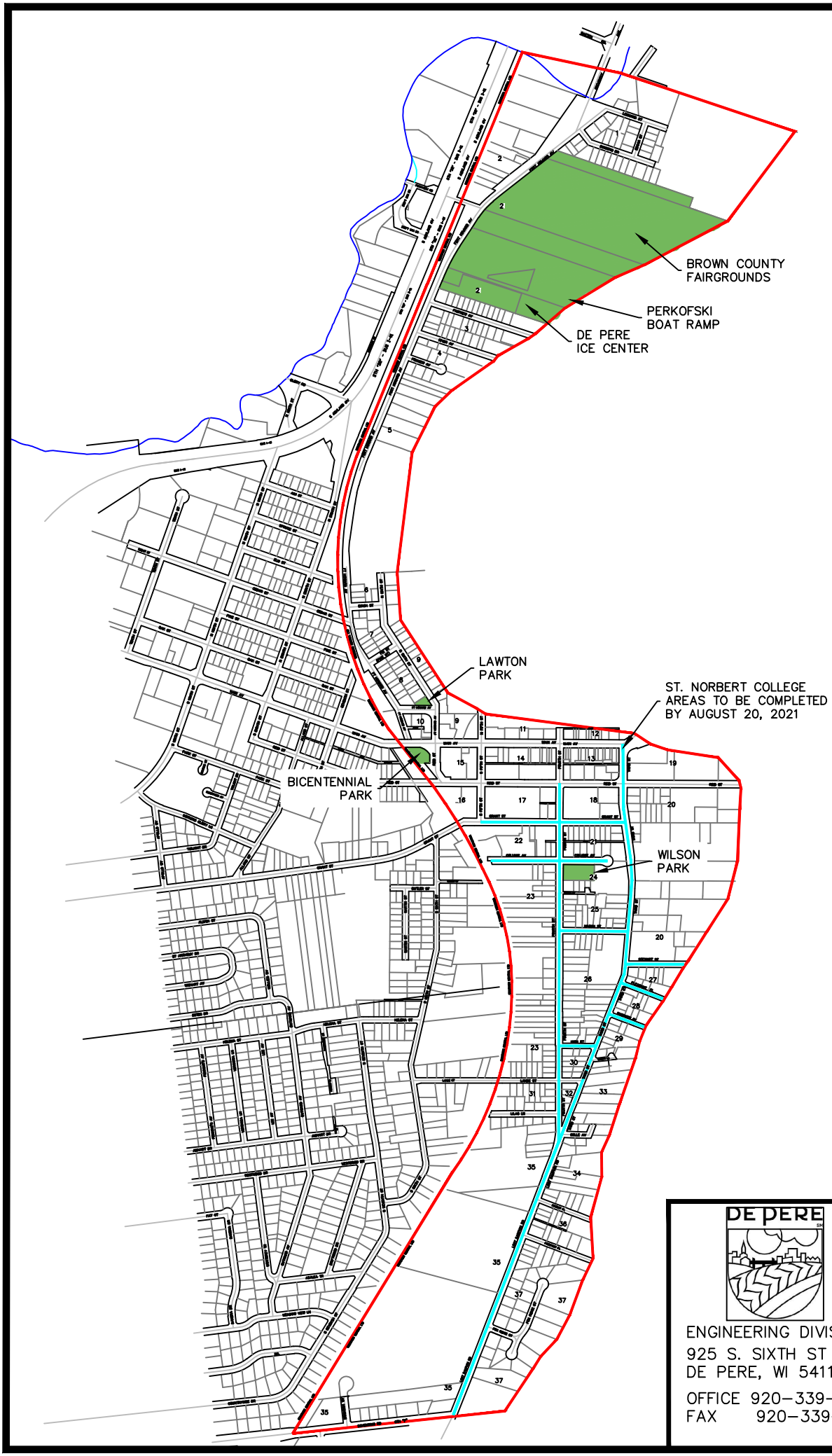
D. Payment: The City will pay for measured quantities at the contract unit price under the following bid items:

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

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

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

A sample contractor agreement is attached for your reference.



DE PERE

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

EXHIBIT A
2021 SIDEWALK
REPAIR AREA

PROJECT:
21-05

DATE: JANUARY 2021
BY: KAD
CHE

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 21-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to Five (5') feet wide and less than two (2") inches high	EACH	400*	$ 38.65	$ 15,460
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40*	$ 7.73	$ 309.20
				TOTAL	$ 15,769.20

*Estimate, final totals determined in field

PROPOSAL

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

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

(Signature of Bidder)

TITLE 3-13-21

Joseph Spain
Print or Type Name of Bidder

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 3/11/2021

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 Ansay & Associates, LLC. 2901 W Beltline Highway Suite 202 Madison WI 53713	CONTACT NAME: Taylor Ryman PHONE (A/C, No, Ext): 608-828-0255 FAX (A/C, No): 608-831-4777 E-MAIL ADDRESS: taylor.ryman@ansay.com
INSURED UNIVCON-02 Universal Concrete Grinding LLC DBA Ohio Concrete Grinding 23 E 2nd Ave Columbus OH 43201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Insurance Company — 23043 INSURER B : Zurich Insurance Services — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 806628398 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BLS62694155	2/5/2021	2/5/2022	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			BAS62694155	2/5/2021	2/5/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR			62694155	2/5/2021	2/5/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 0						Products/Completed Op	$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			80000432	2/10/2021	2/10/2022	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of De Pere
335 S. Broadway
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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CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 12, 2021

RE: **Consideration and possible action on award of RFP 21-19A Sidewalk Grinding***

The Engineering Department received proposals for Project 21-19A Sidewalk Grinding on March 18, 2021. This work is for repairs to City sidewalks. The proposals received are as follows:

Contractor	Amount
Universal Concrete Grinding, LLC	$15,769.20
All Star Cutting & Coring, LLC	$26,160.00

The allocated budget amount for the project from the capital improvement fund is $20,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Universal Concrete Grinding, LLC in the amount of $15,769.20.

Attachments:
2021 0318 CE_21-19A Bid Tab (PDF)

DE PERE

PROJECT 21-19A SIDEWALK GRINDING

PROPOSALS

				BIDDER NO. 1		BIDDER NO. 2	
				Universal Concrete Grinding LLC		All Star Cutting & Coring LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5') feet wide and less than two (2") inches high	EA	400	$38.65	$15,460.00	$64.50	$25,800.00
SD-02	Grinding of sidewalk wider than five (5') feet wide	LF	40	$7.73	$309.20	$9.00	$360.00
			Total Amount Bid		**$15,769.20**		**$26,160.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-51 Authorizing Agreement for Consulting Services Between City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc. (9th Street and Scheuring Road Reservoir Mixer Installation).**

The Board of Public Works at the April 12, 2021 Meeting approved the proposal for Water Reservoir Mixers at Scheuring Road and 9th Street from William Reid LTD in the amount of $29,990 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The installation of water mixer equipment in our 9th Street reservoir and Scheuring Road reservoir will ensure uniform temperatures and disinfection residual results in reducing byproducts and eliminates ice damage in the tank. The City currently has water mixer equipment in our three (3) water towers. Staff solicited three (3) companies for proposals (See attached) and has received the following quotes (See proposal summary) for installation of the water mixer equipment:

William Reid LTD, of Germantown, WI
- 9th Street Reservoir = $ 14,995.00
- Scheuring Road Reservoir = $ 14,995.00

Suez Advanced Solutions, of Atlanta, GA
- 9th Street Reservoir = $ 64,984.85
- Scheuring Road Reservoir = $ 37,303.03

KLM Engineering, Inc., of Woodbury, MN
- 9th Street Reservoir = No Bid
- Scheuring Road Reservoir = No Bid

Staff reviewed the proposals that were submitted. In addition, staff contacted Gladstone Water Utility, Neenah Water Utility, and Two Rivers Water Utility to see how the mixers installed by William Reid have been performing. All three water utilities provided staff favorable recommendations.

Staff recommends approving the proposal from William Reid LTD, of Germantown, WI for the 9th Street reservoir for $14,995.00 and the Scheuring Road reservoir for $14,995.00. The 2021 water utility budget has sufficient funding allocated for the reservoir water mixer equipment.

ATTACHMENTS:

- Reso21-51 (PDF)
- William Reid-Gasvoda & Associates, Inc.(9th Street and Scheuring Road Reservoirs)4-14-21 (PDF)
- Exhibit A-2021 Reservoir Mixers (DOCX)
- Exhibit B-William Reid Proposal for 2021 Reservoir Mixers (PDF)
- Suez Proposal for 2021 Reservoir Mixers (PDF)

RESOLUTION #21-51

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WILLIAM/REID LTD, A DIVISION OF GASVODA & ASSOCIATES, INC.
(9th Street and Scheuring Road Reservoir Mixer Installation)

WHEREAS, the City is in need of submersible potable reservoir mixers for its 9th Street and Scheuring Road Reservoirs to include control box and supervisory control and data acquisition monitoring; and

WHEREAS, William/Reid Ltd, a Division of Gasvoda & Associates, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and William/Reid Ltd, a Division of Gasvoda & Associates, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/12/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND WILLIAM/REID LTD, A DIVISION OF GASVODA & ASSOCIATES, INC. (9th Street and Scheuring Road Reservoir Mixer Installation)

THIS AGREEMENT made and entered into this ___ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and William/Reid Ltd., a Division of Gasvoda & Associates, Inc., a foreign corporation authorized to conduct business in the State of Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a consulting firm to furnish and install a submersible potable reservoir mixer for City's 9th Street and Scheuring Road ground reservoirs to include control box and supervisory control and data acquisition (SCADA) monitoring.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals dated February 22, 2021 (Exhibit A) and Consultant's Proposal thereto dated March 31, 2021 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with existing drawings and as-built information for each reservoir, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B to be paid in a lump sum following City inspection and confirmation that conditions have been met for the installation of the reservoir mixers as identified in Consultant's Proposal. Payment to the Consultant is due upon receipt of a detailed invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the

event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
William/Reid Ltd
Attn: Jason Metz
W166 N11965 Fond du Lac Avenue
Germantown, WI 53022

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

WILLIAM/REID LTD
a Division of Gasvoda & Associates, Inc.

By: _____
Jason Metz
Title: _____

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant Agreements\William-Reid-Gasvoda & Associates, Inc. (9th Street and Scheuring Road Reservoirs)4-15-21.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org

February 22, 2021

RE: Request for Proposals
2021 Reservoir Mixers

The City of De Pere is requesting a proposal from your firm to furnish and install a submersible potable reservoir mixer for the City's 9th Street and Scheuring Road ground reservoirs for the proper operation of each mixer. Installation of the reservoir mixers shall also include control box and SCADA monitoring system for each mixer.

9th Street Ground Reservoir

The 9th Street reservoir located at 315 – N. 9th Street is a 250,000 – gallon underground concrete storage reservoir that was constructed in 1964. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

Scheuring Road Ground Reservoir

The Scheuring Road reservoir located at 1340 Scheuring Road is a 250,000 – gallon above ground concrete storage reservoir that was constructed in 1982. The overflow height of the reservoir is sixteen (16) feet. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

Scope of Work:

1. Review existing drawings and as-built of reservoirs and any other pertinent information pertaining to each reservoir in order to complete the scope of work for the project.

2. Provide submersible reservoir mixer for potable water.

    a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will

completely mix the reservoir so ice does not form inside the tank during the winter months.

b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.

c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.

d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.

e. The reservoir mixer will have a stainless steel cable or retrieval chain.

f. The reservoir mixer shall be the manufacturer's latest model and design.

g. Installation of each reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.

h. Installation of each reservoir mixer shall include control box and SCADA monitoring system for each reservoir mixer.

i. Installation of each reservoir mixer shall include installation of all electrical necessary for operation of each reservoir mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.

j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).

k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.

l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years.

3. Installation of the reservoir mixer shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

4. 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 installation of the reservoir mixers.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

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

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the installation of the reservoir mixers.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The installation of the reservoir mixers shall be completed by December 1, 2021.

Indemnification:

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

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the installation of the reservoir mixers and the anticipated start date on proposal sheet provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"Reservoir Mixers"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 PM (CST) on March 31, 2021.

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 respective City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility
2021 Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the reservoir mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Mixer: $_____

Lump Sum Price for Scheuring Road Reservoir Mixer: $_____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

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

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

“Reservoir Mixers”

ATTENTION: DEPARTMENT OF PUBLIC WORKS
Scott Thoresen, P.E.
Director of Public Works

Submittal prepared by:

Jason Metz

William Reid LTd

jason@williamreidltd.com

630-728-5146

City of De Pere Water Utility
2021 Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the reservoir mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Mixer: $14,995.00

Lump Sum Price for Scheuring Road Reservoir Mixer: $14,995.00

William Reid LTD
Name of Firm

PO Box 397 Germantown WI 53022
Address of Firm

262-255-5420
Telephone Number

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

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

Jason Metz
Signature of Bidder

3-31-2021
Date

Jason Metz
Print or Type Name of Bidder

Sales Engineer
Title

Estimated Start Date: May 3, 2021

Estimated Work Days to Complete: 2 full days

CertiSafe™ Mixers

BENEFITS OF A POWERFUL, ACTIVE MIXER

- Improves water quality
- Eliminates ice formation
- Minimizes residual loss
- Reduces thermal and chemical stratification
- Reduces differences in water taste and odor
- Reduces nitrification risk in chloraminated water
- Lowers the rate of disinfection by-product (DBP)
- Lowers the rate of sediment accumulation

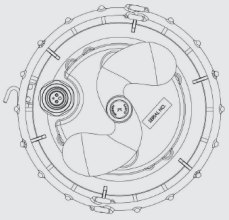
UNIT SPECIFICATIONS

Sizes Available	1/2HP, 3/4HP, 1HP and 2HP
Electrical Requirements	120V, single phase, 60Hz (1/2HP, 3/4HP and 1 HP) 240V, single phase, 60Hz (3/4HP, 1HP and 2HP)
Lubrication	Food-grade mineral oil
Cord Lengths	Stub (32 in.), 50 ft., 100 ft., 200 ft.

UNIT DIMENSIONS

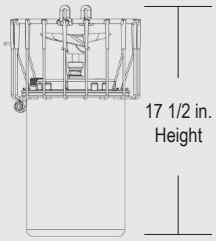
1/2, 3/4 & 1HP Dimensions

Unit Top



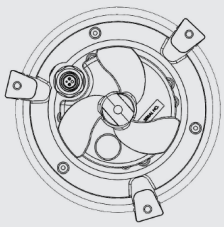
9.5 in. diameter

Unit Side



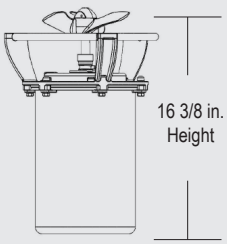
2HP Dimensions

Unit Top



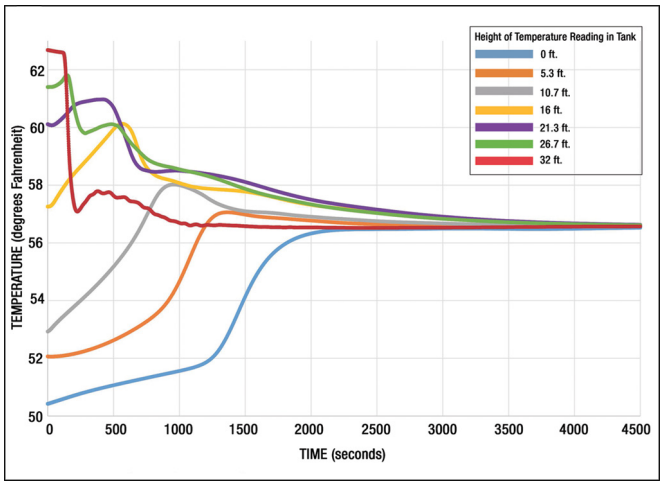
11.8 in. diameter

Unit Side

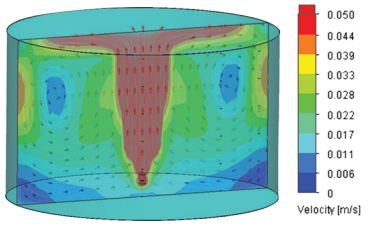


MIXING CAPABILITIES

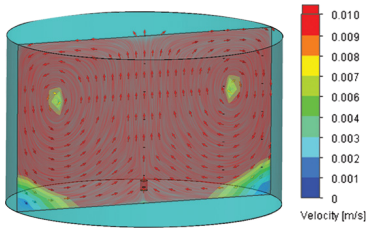
Computational fluid dynamics (CFD) and test results using a 3400C61 CertiSafe™ mixer to mix a .5 million gallon tank



Results from thermal testing shows all layers of the tank converged within 40 minutes



Velocity representation



CFD indicating tank can be thoroughly mixed over time

MOUNTING

Install Kasco's CertiSafe™ mixer in elevated and ground storage tanks with the available base mount, pipe mount and suspended mounting options.

CONTROL & MONITORING

UL LISTED CS-100 (120Volt) and CS-200 (240Volt) control panels are designed for easy installation and operation. Both include an H-O-A operator switch, LED indicator lights, SCADA I/O for remote control and monitoring, and a low water mixer inhibit circuit to prevent mixer damage.

Kasco®

Moving Water Forward, Since 1968

KascoMarine.com

© Kasco Marine, Inc 5/2018

Kasco References. NOTE – Kasco Mixers and Control panels offer/carry the 5 year warranty. Others only warranty the mixer.

Neenah Water.
.5MG, 2-1.5MG elevated tanks.
Anthony L. Mach
Water Treatment Manager
Neenah Water Utility
234 S. Park Ave.
Neenah, WI 54956
Office: (920) 886-6196
Cell: (920) 858-6300

Matt LaForest, field engineer for Indian Health Services
Odanah Wi 200,00 gallon tank.
Email: matthew.laforest@ihs.gov
Phone: 715-682-6067

Two River's Water Department – installed by William Reid LTD
Ross Blaha
Water Utilities Director
3 – ¾ HP mixers 2 in water towers, 1 in inlet tank.
Email: rosbla@two-rivers.org
Phone: 920-793-5558

Gladstone MN Water tank
Robert Spreitzer
City of Gladstone
Water Superintendent
Phone = 906-428-3460
Fax=906-428-9663
Cell=906-399-0764
rspreitzer@gladstonemi.org

Installation history of labor-intensive applications

Hartford WI
Installation of pumps and robust air mixing system in a wet well

Manitowoc WI
Installation of conditioning pumps in wet well. Had to install the pumps without draining the well. Second pump for a second wet well being done this year.

Clintonville WI
Installation of ChemScan analyzer and feed pump. Feed tube needed to be run 30' underground and several holes drilled into the walls of the existing building.

Customer Service Contacts & Information

Kasco takes great pride in knowing that we can take care of all your needs. Our customer service team stands out from the rest, we are well known for:

- Call backs the same day
- Freight quotes on the spot
- Emails returned often within minutes
- Professional, pleasant, knowledgeable, courteous staff

Home Office:

Phone:	715-262-4488
Toll Free:	800-621-7611
Fax:	715-262-4487
E-mail	
Sales:	Sales@kascomarine.com
Website:	www.kascomarine.com
Repairs:	Hayden.j@kascomarine.com
Marketing:	Marketing@kascomarine.com

Staff:

Name	Department/Title	E-mail Address
Matt Frey	Inside Sales\Robust Aire Category Manager	Matt.f@kascomarine.com
Dan Cremin	Inside Sales\ Deicer inquiries	Dan.c@kascomarine.com
Kel Weinfurter	Order Entry\ Customer Service	Kel.w@kascomarine.com
Joni Moe	Shipping Department\Invoicing	Joni.m@kascomarine.com
Hayden Johnson	Repair Department	Hayden.j@kascomarine.com
Kelly Strandmark	Office Manager\Accounts Receivable	Kelly.s@kascomarine.com

Thank you for your interest in Kasco products. Below are a few important details that will make our new partnership an easy transition. Please read the following information and key notes:

For submitting purchase orders, freight quote requests, or general product questions please email: sales@kascomarine.com or call 715-262-4488.

For questions about shipping & invoicing please contact Joni Moe
Joni.m@kascomarine.com or you may call her at 715-262-2308.

For questions about your account balance, or A/R please contact Kelly Strandmark
Kelly.s@kascomarine.com or you may call her at 715-262-2300.

For the warranty/repair department please contact Hayden Johnson
Hayden.j@kascomarine.com or you may call him at 715-262-2312.

For product brochures or marketing assistance please contact
marketing@kascomarine.com or you may call 715-262-2310.

Reports:
We at Kasco put the "Lean" method in all we do. We, like many other companies, are "going green". This means that all correspondence can be emailed to you, including reports. Please let us know who should get these email notifications. Our software enables us to send electronically:

- Order acknowledgements
- Packing slips (only freight cost will be listed)
- Invoices
- Statements
- Quarterly Reports

Repair Department:
All units that are sent into Kasco for repair or warranty service must be accompanied by our Repair Form. This form must be placed inside the unit box so that we can properly identify who sent it in and how to contact you with an estimate. No work will be performed without prior authorization.

For warranty consideration it is company policy that the end user or distributor pay the cost of the freight to send in the unit to Kasco. Once it arrives, a thorough inspection will be done by our expert repair technicians. Once a repair has been determined to be a warranty repair due to a manufacturers defect, Kasco will fix the unit and pay the shipping charges to send the unit back to the customer.

For a repair form please visit. https://kascomarine.com/resources/repair-centers/

Returns:
Kasco will not accept used products or items that have been in the water. If you wish to return an item, please call into customer service for an RMA number. Only items that are unused and in brand new condition may be returned. A 10% restocking fee will be applied on all returns. Please send items back to:

Kasco Marine
800 Deere Road
Prescott, WI 54021
Attn: Returns RMA# _____

Purchase Orders:
All orders must be emailed or faxed. No Verbal orders will be taken over the telephone. Orders may be emailed to: sales@kascomarine.com or faxed: 715-262-4487

Shipping:
Kasco's preferred freight carrier is FedEx. All orders will arrive via FedEx Ground, Expedited, or by Truckload. If shipping Prepaid, then the freight cost will be added to your final invoice.

For shipments that are billed 3rd Party or collect please provide your account number and the shipping company you would prefer us to use.

For all motor freight shipments (palletized) please let our order entry department know if you will need any services with your freight such as:

- Liftgate service
- 24 Hr. Notification
- Limited access
- Inside Delivery
- Residential
- Contact information with Phone Number.

Having this information prior to shipping will ensure that your order will not be delayed

Dropship:
Kasco will drop ship directly to the end user. A $10.00 Dropship fee will be added to the final invoice.

Minimum Order:
There is a $5.00 minimum order fee for all orders under $50.00

Invoice & payment:
All invoices and Statements will be sent via email. If you wish to have your invoice/statements mailed through the US Postal Service, please let our A/R Department know in advance. Payment must arrive by your agreed payment terms. If you wish to send electronic payment, please contact the accounts receivable department.

Freight Quotes:
You may request a freight quote by calling 715-262-4488 or by emailing sales@kascomarine.com

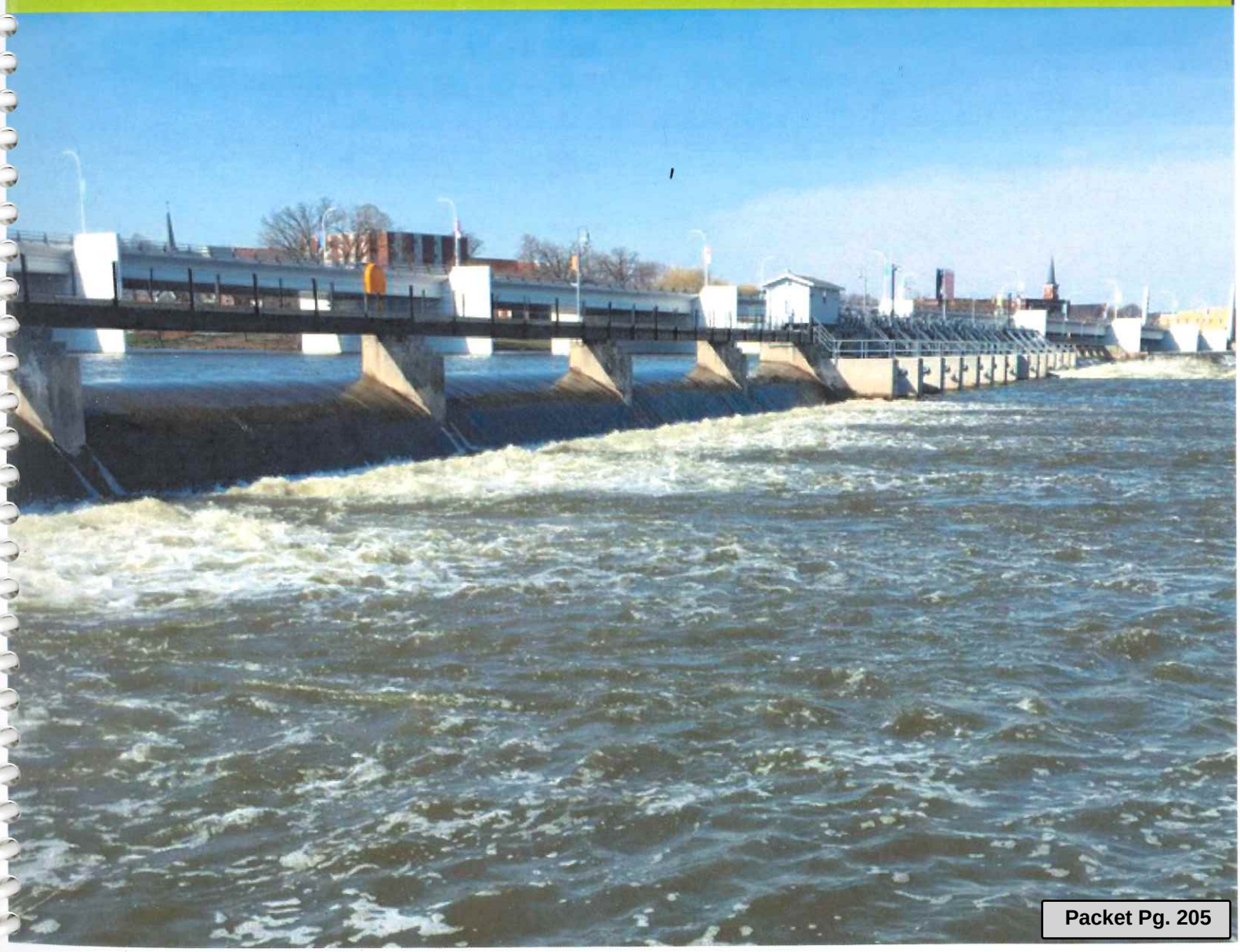
All quotes are valid for 30 days. Freight quotes are estimates and may vary slightly due to national fuel surcharges.

suez

Proposal for
2021 RESERVOIR MIXERS

City of De Pere, WI

March 31, 2021



DE PERE

RUNS DEEPER

Proposal for

2021 Reservoir Mixers

Public Works Department
City of De Pere, WI

Submitted By: Utility Service Co., Inc. (a SUEZ company)
Address: 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Phone: (855) 526-4413

suez

March 31, 2021 (03/31/2021)

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EXECUTIVE SUMMARY

As communities continue to expand and grow, so do the impacts on our natural resources. The successful management of one (1) of these natural resources is especially vital—water. At Utility Service Co., Inc. (a SUEZ company)—referred to hereinafter as "SUEZ"—we focus on a singular mission of safeguarding the water supply our valued clients. By partnering with communities, we provide integrated solutions in all aspects of potable water management—from water quality and active mixing solutions to full-service asset maintenance programs. We truly understand the critical nature of water management and are committed to providing clients with a true peace of mind by protecting their most precious natural resource.

SUEZ provides advanced solution services to assist in the suitable management of potable water storage assets. As the largest provider of maintenance programs for water assets in the United States, our team is committed to delivering the highest value of service to our many clients. With 160 years of experience, we offer essential support to ensure water system conservation, efficiency, and operability. Our dependable, innovative solutions manage the pressures of both increasing regulations and operational costs—while also utilizing effective practices to create sustainable water systems. Our comprehensive approach delivers peace of mind that your water resources and assets are protected. Together—with our dedicated team of experts and advanced technologies—partnering with SUEZ is a plan for the future.

SUEZ'S REVOLUTIONARY ASSET MAINTENANCE PROGRAM IS ENHANCED BY A COMMUNICATIONS DIVISION AND A TEAM OF WATER PROFESSIONALS THAT ARE CAPABLE OF ADDRESSING ANY TYPE OF SITUATION REGARDING ANY AND ALL REPAIRS, REHABILITATION, PREVENTATIVE MAINTENANCE, ACTIVE MIXING SYSTEMS, THM REDUCTION, AND CELLULAR SITE MANAGEMENT—AS WELL AS ANY AND ALL EMERGENCY SERVICES.

The Trihalomethane (THM) Removal System (TRS) is a custom-designed, in-tank aeration system which optimizes THM removal within potable water tanks and reservoirs to assist with both STAGE 1 and STAGE 2 Disinfection By-Product (DBP) Rule Compliance. At SUEZ, we combine multiple aeration technologies—sprayers, aerators, mixers, and ventilation—with our proprietary design and performance modeling software to create custom-designed, turn-key aeration systems that are both cost-effective and energy-optimized. Unlike other aeration systems, the TRS is customized for each tank—and its operating conditions—to maximize effectiveness while minimizing cost.

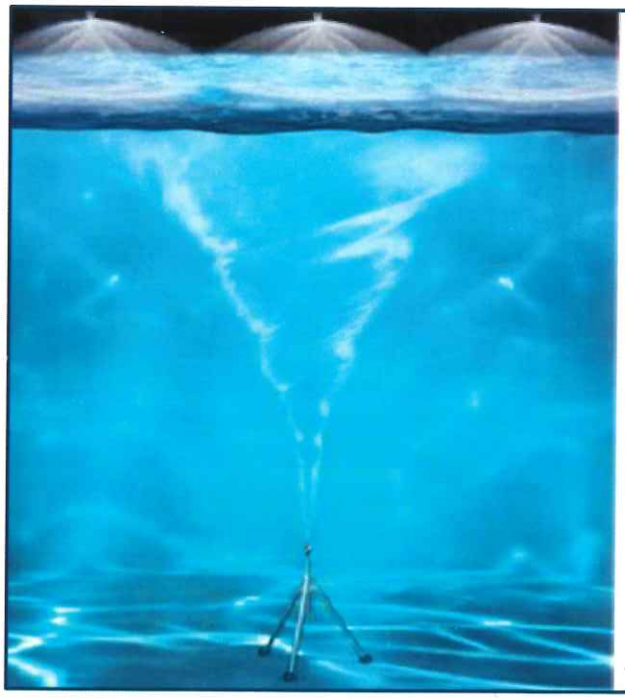
We draw on our extensive experience as both water system operators and tank maintenance specialists to ensure the custom-engineered THM-removal solution will be both safely and effectively integrated into the water distribution system. We have also pioneered a full-service maintenance program to ensure the ongoing performance and reliability of the TRS within the water storage tank asset.

As the largest provider of asset maintenance programs to the United States potable water industry, we provide valuable services and specialized programs to assist in the suitable management of water assets. Our goal is to provide the highest possible value of services—allowing our clients to invest capital and operating funds for the maximum benefit of fixed distribution assets and ultimately build a long-standing partnership to ensure the successful maintenance of water system assets.

With major service centers and experts located throughout the country to provide dependable and efficient responses to our many valued clients, our local presence and highly qualified crews deliver the high-quality results expected by our many clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water systems and infrastructure in the State of Wisconsin and the northern region of the United States—ensuring that water system assets are fully protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank styles and sizes allows us to comfortably accept any of the risks associated with the furnishing, installation, and ongoing maintenance of water storage tank mixers and mixing systems. We protect over 8,000 assets nationally with our renowned full-service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our clients with a rather consultative philosophy to solving problems.

SUEZ understands that compliance requires both time and resources. Deploying solutions in the water distribution system to reduce the Disinfection Byproduct (DBP) levels is significantly faster and cheaper than implementing changes to the upstream processes within the water distribution system. We install and service trihalomethane (THM) removal systems (TRS) that provide the THM removal from water in both reservoirs and storage tanks to help operators achieve cost-effective regulatory compliance. This *Proposal* provides an outline of SUEZ's qualifications and experience, advanced technological capabilities, the vast resources and expertise we provide, and our strong commitment to our valued clients.



OUR THM REMOVAL PROGRAM INCLUDES

- The deployment of proprietary software for tank and THM modeling
- Custom-engineered system drawing from a range of aeration technologies
- Optimal combination of sprayers, aerators and mixers
- Results measurement that provides a detailed report of improved performance

VALUE OF THM REMOVAL SERVICES

- Guarantees THM percentage removal
- The most cost-effective THM removal available
- Custom-designed solution for tank & system characteristics
- Energy efficient Stage 2 DBP compliance
- Installation by trusted tank specialists

COMPANY PROFILE

SUEZ focuses on providing sustainable asset management, water quality and conservation services, and our specialized solutions to the U.S. water industry. Since 1963, our team has provided a full range of potable water storage tank maintenance services. We extended the value of services offered to our clients with the revolutionary SUEZ Tank Asset Maintenance Program in 1985, allowing clients to transfer all future risks of asset ownership—including all repairs, rehabilitation, and maintenance—to SUEZ. These asset maintenance programs provide our many valued clients with long-term sustainability and operational support.

In 2008, Utility Service Co., Inc. was acquired by SUEZ—expanding both our capabilities and resources with additional global resources, advanced technologies, information systems, and strategic solutions necessary to address the current challenges facing U.S. water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from both our parent and sister companies around the world, we are now able to offer even greater innovative solutions. As part of SUEZ's mission to address critical water resource challenges facing the planet, we deliver advanced service solutions to minimize capital and operational expenses, improve system operations and performance, and extend the useful life of utility assets to ultimately improve water quality.

GASB 34 COMPLIANCE

Our tank asset maintenance program is in full compliance with the Governmental Accounting Standards Board (GASB) 34 Asset Management System Modified Approach to valuing assets. We are experienced with this method and have provided this option to clients ever since the implementation of our full-service tank asset maintenance program. It includes specifying interior and exterior coating renovation cycles, regular condition assessment cycles, condition rankings of the assets, measurement scales, and summary reports of this information.

- *A sample GASB 34 Compliance letter can be provided by SUEZ upon request.*

COMPANY STRUCTURE

SUEZ within North America dates back to the founding of the Hackensack Water Company in 1869. Since, SUEZ has grown into one (1) of the United States' largest and most technologically advanced water service companies.

The respondent—**Utility Service Co., Inc. (Tax Identification No. 58-1920989)**—was initially formed in 1963. In 2008, we became a wholly-owned subsidiary of SUEZ North America Inc. Utility Service Co., Inc. delivers innovative and advanced service solutions to minimize capital and operational expenses, improve the system operations and performance, extend the useful life of the utility assets, and ultimately improve water quality.

Utility Service Co., Inc. and SUEZ Water Inc.—the Utility and Contract Services Divisions—are wholly-owned by SUEZ North America Inc. The three (3) major SUEZ companies operate across all 50 states—as well as Canada—with more than 3,260 qualified employees that are dedicated to environmental sustainability and smart, sustainable resource management.

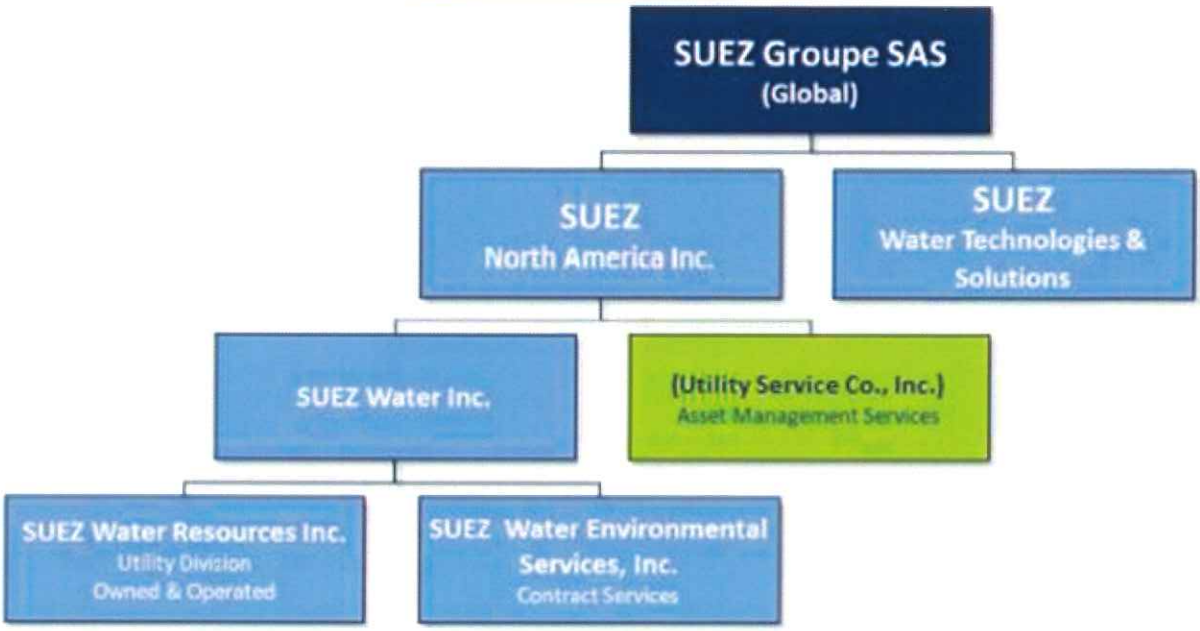
SUEZ North America Inc. is wholly-owned by SUEZ Groupe—headquartered in France. With over 90,000 dedicated water and wastewater professionals across five (5) continents, SUEZ Groupe is a world leader in smart, sustainable resource management. We provide water and waste management solutions that enable our clients to optimize their resource management and strengthen environmental and economic performances in line with regulatory standards.

The headquarters for Utility Service Co., Inc. is located at: **1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309.**

The following Stockholder Information table lists the names of stockholders who own ten percent (10%) or more of the shares.

STOCKHOLDER INFORMATION
SUEZ North America Inc. owns 100% of the shares of SUEZ Advanced Solutions, LLC.
SUEZ Advanced Solutions, LLC owns 100% of the shares of Utility Service Co., Inc.

SUEZ OWNERSHIP STRUCTURE



FINANCIAL STABILITY

With over 150 years of industry experience, a parent company with total assets worth $4.1 billion, and a consolidated revenue of $1.064 billion in 2017, we have the financial strength and stability—as well as an access to capital—that is required by the City of De Pere.

Also, SUEZ has never defaulted on a project—nor have we failed to complete a project.

- *The fully audited financial statements of SUEZ North America and its subsidiaries can be provided to the City of De Pere upon request.*
- *A reputable financial institution reference can also be provided upon request.*

SUEZ has successfully worked with thousands of water utilities on critical water infrastructure issues, providing cost-effective solutions to our clients in order solve countless water quality and compliance issues. We have the capability to address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems while minimizing the financial burden for both their customers and taxpayers.

SUEZ NORTH AMERICA FACTS & FIGURES

Utility Experience:	150+ Years
O&M Contract Experience:	50+ Years
Employees:	3,260+
Assets:	$4.1 Billion
Revenue:	$1.064 Billion
Population Served:	6.4 Million
O&M Contracts:	69
Regulated Utilities:	15
Industrial & Municipal Sites:	16,000
Global R&D Budget:	$142 Million

In 2018, SUEZ North America was deemed the number one (1) leading all-environmental firm according to a survey by the publication Engineering News Record based on revenue and including our operations in North America for water, wastewater, solid waste treatment services, water technologies, and innovative water solutions.

In 2017, SUEZ was recognized as the Smart Water Company of the Year at the Global Water Awards—the world's largest global event for the Water Industry—based on operating performance, innovative technology adoption, and the use of sustainable financial models:

- Over 3,000,000 smart water meters deployed globally
- Over 200,000 smart meters deployed across the largest network in the United States
- 1,000 square miles covered across 150 cities and towns
- Up to 38% reduction in water loss and 5% in demand
- Vast experience with all major meter, AMI manufacturers, and billing vendors

In addition, we were recognized with the Utility Industry Innovation in Water & Sewer Award by the National Association of Regulatory Utility Commissioners for our state-of-the-art deployment of our Smart Utility Network.

Benefits of Working with SUEZ

- One (1) point of contact
- Qualified sub-contractors & technology partners
- Fixed price based on a predetermined scope of work
- No change orders on the agreed upon scope of work
- Assessment plan based on operational needs

From water tanks to network management, SUEZ provides integrated solutions built around your water system. Beyond our signature water tank asset maintenance programs, we offer maintenance programs for water meters, filtration systems, and concrete assets. The SUEZ asset maintenance programs restore aging infrastructure to full operability and extend the life of assets through the means of preventative maintenance and condition assessments.

SUEZ helps utilities address increasing regulations and operational costs by assuming the obligations of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, SUEZ offers services focused on improving water quality, such as: **Mixing Systems and Trihalomethane (THM) Removal Systems (TRS) to reduce Disinfection Byproduct (DBP) levels in the water distribution system**; Spray-in-Place Pipeline (SIPP) Relining and Rehabilitation to repair aging underground pipes with low costs and minimal water distribution system downtime; and our AQUADVANCED software that optimizes water system operations by providing a centralized view of distribution networks, service calls, and system performance in real time.

To ensure that our program will maintain both water quality and operational efficiencies, SUEZ will collaborate with City of De Pere operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance program is driven by collaboration—where the City of De Pere and SUEZ team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to SUEZ to successfully maintain the mixers with a strategy allowing the City of De Pere to plan and budget effectively.

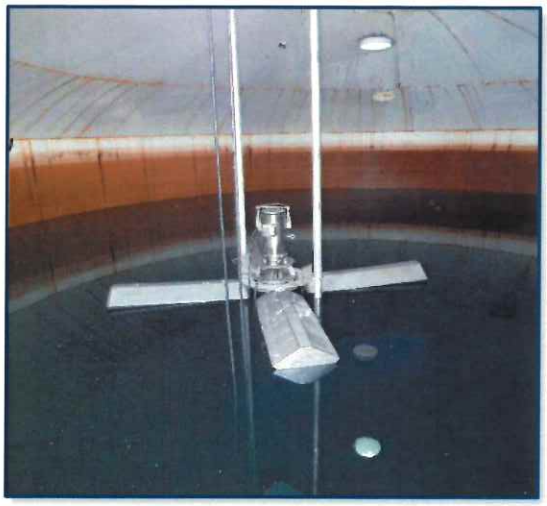
SUEZ Key Personnel, Service Capabilities, & Technological Resources

SUEZ—a **C-Corporation**—employs over 700 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts in asset management, project management, and technology development.

- *Resumes for SUEZ's Key Personnel Team Members can be found in the Appendix section*

Engineering

Under the leadership of **Mr. Jason G. Saylor, P.E.**—Director of Engineering—the extensively experienced engineering team serves as the technical resource for the company by providing engineering support for all areas of our asset management programs. This engineering staff possesses more than 30 years of combined experience with both the evaluation and maintenance of water distribution system assets and water treatment facilities. The engineering staff also provides project support through the development of any technical engineering documents that may be required for the delivery of projects—including the technical installation details, any required permitting for regulatory compliance, and project plans needed to implement the asset maintenance services.



- *Mr. Jason Saylor is a Licensed Professional Engineer in numerous states throughout the U.S.*

SUEZ Engineering Department	
Jason Saylor, P.E. BS Civil Engineering, Penn State University	Director of Engineering
Petar Kovacevic, E.I.T. BS Civil Engineering Technology, Southern Polytechnic State University	Project Engineer III (3)
Christie Houseman, P.E. BS & MS Environmental Engineering, Mercer University	Project Engineer II (2)

WATER QUALITY IN-HOUSE RESOURCES	
Jonathan Cato BS Materials Science Engineering, Georgia Institute of Technology (Georgia Tech)	Senior Vice President (LOBs, Operations, & Engineering)
David Forrester BS Civil Engineering, Georgia Tech	Vice President (Tanks & Water Quality)
Cortez Rankin BS Chemical Engineering (B.S.Ch.E), University of Tennessee – Chattanooga	Water Quality Product Manager (TRS/RCS)

EMPLOYEES

- Number of direct employees: 703
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 96+ nationwide

INSPECTORS

- Number of NACE-Certified Inspectors on staff: 59
- Number of SSPC-Certified Inspectors on staff: 50
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

WASHOUT CREWS

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

PAINTING CREWS

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

REPAIR/SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

Service Centers

SUEZ has 12 service centers strategically located throughout the United States to serve our many clients on a timely basis. The locations of these service centers include: Arkansas (1), California (2), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 5,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of De Pere is located in the Village of New Lenox, IL. This Maxcor, Inc. service center—wholly-owned by SUEZ—has been in operation for over 12 years. With six (6) in-house crews, our service center team ensures projects adhere to all performance standards, schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water storage assets in the northern region of the United States, the team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water storage assets, systems, and infrastructure in the State of Wisconsin. The service center is located at **900 Country Creek Drive, New Lenox, IL 60451** and can be reached via telephone at either **(815) 838-4347** or **(815) 401-9688**.

- **Mr. John Sullivan**—Service Center Manager (New Lenox, IL | Maxcor, Inc.)—is the principal in charge of managing the operations at this facility and has over 30 years of experience in the water tank and asset management industry. He possesses specialized knowledge of both water system infrastructure and conditions in the State of Wisconsin—as well as the northern region of the United States. His expertise and insight into evaluating project costs ensure the City of De Pere that all water system assets will be maintained and managed to the highest standard and in the most efficient and cost-effective manner possible.

MANAGEMENT TEAM

The SUEZ management team is committed to providing valuable services to our clients and improve the operability of water systems in the safest and most cost-effective manner. The main goal of the SUEZ management team is to provide full asset management solutions to our clients—from services provided by certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The team is also passionate about progressively building SUEZ with talented professionals that are committed to serving our many valued clients—ultimately setting the strategy that guides our business and delivers the high-quality results and innovation that is expected by all SUEZ clients. The SUEZ management team is also committed to supporting the long-term financial stability of our clients by: offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and utilizing long-term contracts to control project costs. The SUEZ management team includes highly experienced individuals in both asset maintenance and management for the water and wastewater industry. The following individuals are experts in their respective fields:

- **Mr. Ed Faust**—Senior Vice President (North Region)—possesses over 30 years of experience in environmental operations, business development, and asset management—with an MBA from the University of Connecticut and a BS in Chemistry from New York State University.
- **Mr. Paul Schumi**—Director of Sales (Great Lakes Region)—possesses over 15 years of asset management and business development experience in the water and wastewater industries.
- **Mr. Mark Coose**—Director of Operations (North Region)—has extensive experience in asset management and water system operations. Mr. Coose works directly with service center managers and inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program while simultaneously providing both his expertise and support directly to the clients.
- **Mr. Bryan Morrow**—Director of Quality (North Region)—is a NACE Level III (3) Certified Coatings Inspector (#9135) with more than 20 years of experience in the water, wastewater, and asset maintenance industry. He is responsible for the effective execution of the Quality Assurance and Quality Control (QA/QC) Program for the North Region of the United States.
- **Mr. Jonathan Cato**—Senior Vice President (Lines of Business, Operations, & Engineering)—possesses over 15 years of experience in water tank asset management and holds a degree in Materials Science Engineering from the Georgia Institute of Technology (Georgia Tech).
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—has over 17 years of experience in water tank asset management with a degree in Civil Engineering from Georgia Tech.
- **Mr. Cortez Rankin**—Water Quality Product Manager (TRS/RCS)—possesses over 17 years of experience in the water quality industry and is the product line manager in charge of SUEZ's THM removal processes. Mr. Rankin is experienced in the development of innovative solutions tailored to each client's needs and has overseen the deployment and validation of more than 70 THM removal systems across the country.
- **Ms. Kerri deFriess**—Customer Service Manager—possesses over 20 years of experience in the customer service industry and oversees all operations associated with the SUEZ Customer Account Specialist team.

Project Management

Project managers for the northern region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Andrew J. Lenzie**—Service Center Project Manager (New Lenox, IL | Maxcor, Inc.)—has over five (5) years of experience and will serve as the Project Manager for the City of De Pere.

Water System Consultants

SUEZ's Water System Consultants are unmatched in their experience and knowledge in the potable water and asset management industry—as well as the regions they service. SUEZ Water System Consultants are local resources, and they reside in their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. Their approach centers on our clients and their environments—aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Paul Schumi**—Director of Sales (Great Lakes Region)—will also be serving as the Water System Consultant that is dedicated to the City of De Pere. He is readily available for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of water systems, maintenance, and asset management.

Customer Account Specialists

Timely support is essential to the successful management of water distribution system assets. With over 50 years of combined experience working with our valued clients, our skilled team of Customer Account Specialists is dedicated to supporting both the municipal and industrial water and wastewater system clients. The SUEZ Customer Account Specialists provide all financial information based on each client's fiscal year to aid with the budget planning and serve as the primary point of contact for emergency repairs—as well as service requests outside of the regularly scheduled maintenance. Our Customer Account Specialists provide insurance information, inspection reports, service records, contract documents, and safety information—as well as all other documentation—to assist our clients with regulatory reporting and compliance.

- **Ms. Carolyn Griner**—Customer Account Specialist (North Region)—possesses over 25 years of customer service experience and will serve as the dedicated Customer Account Specialist for the City of De Pere. Her experience and expertise allow her to provide customized support and effective solutions. Ms. Griner can be reached at **(800) 942-0722**.

SUEZ CERTIFIED FIELD PERSONNEL

The SUEZ team of full-time, certified field personnel hold credentials from training, certifications, and practical experience gained from work within the industry. Certified field personnel are on-site throughout both the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Kurt Kwiatkowski**—NACE Level III (3) Certified Coatings Inspector (#57908)—has over 35 years of experience and will conduct any needed inspection services for the City of De Pere.

NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)

The National Association of Corrosion Engineers (NACE) is an organization serving over 35,000 members in 130 countries. NACE is globally recognized as one (1) of the premier authorities for corrosion control solutions, offering technical training and certification programs, conferences, industry standards, reports, publications, technical journals, government relations activities, etc. The NACE coating inspection courses set the standard for inspections within the protective coatings industry. Combining classroom study, discussion, and hands-on practice, NACE courses introduce specifiers, applicators, inspectors, blasters, manufacturers, owner's representatives, and technical salesmen to the basics of corrosion control, paint application and inspection, and project management in a way that ultimately results in cost savings. Many clients in the industry recognize and specify the NACE-Certified qualification because its comprehensive curriculum produces knowledgeable inspectors who have learned a skillset for fieldwork, as well as a solid coatings foundation that produces the high-quality standards, performance, and results expected from our valued clients.

- *For over 30 years, the NACE Coating Inspector Program has set the standard for inspections in the protective coatings industry—serving as the world's most recognized coating inspector certification program. SUEZ also has more NACE-Certified Inspectors than any other water, wastewater, or tank company in the United States.*

SOCIETY FOR PROTECTIVE COATINGS (SSPC)

The Society for Protective Coatings (SSPC) is the leading source of both information and training on surface preparation, coating selection, coating application, environmental regulations, and health and safety issues that affect the protective coatings industry. SSPC sets the industry standard and provides training and certification to professionals around the world who are focused on protecting global infrastructure from the devastating effects of corrosion. SSPC utilizes industry standards, technology reports, guides, and qualification procedures to ultimately ensure that the highest degree of quality, productivity, and safety are being provided while conducting any protective coating services.

The SUEZ team includes over 50 SSPC-Certified employees. To maintain this SSPC Certification, employees are required to take the refresher training on an annual basis. The refresher course covers all duties and responsibilities in regard to working with lead and other hazardous materials encountered in the industrial coatings work. The course also reviews all relevant Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations.

- *Please refer to the field personnel tables—provided on the following two (2) pages—for a list of SUEZ's NACE-Certified Inspectors and SSPC-Certified Personnel.*

NACE-Certified Field Personnel

Inspector	Certification	Status	Inspector	Certification	Status
Carson Arnold	#77766	Level I (1)	Richard Longstreet	#71233	Level I (1)
Jimmy Asher	#47845	Level I (1)	Kenneth Lunetta	#3199	Level III (3)
Michael Bandza	#50648	Level I (1)	Dean Marantis	#25334	Level I (1)
Raymond Bates	#46375	Level II (2)	Bob Mattey	#51737	Level II (2)
Shane Bell	#27553	Level II (2)	Markos Mavrophilipos	#10324	Level III (3)
Robert Bowlin	#82263	Level I (1)	Chad Merithew	#8874	Level II (2)
Ian Brady	#296911	Level I (1)	David Merithew	#3201	Level I (1)
Doug Brandt	#17697	Level II (2)	Angelo Missos	#25335	Level III (3)
Bob Budney	#12385	Level I (1)	Bryan Morrow	#9135	Level III (3)
Dan Burgess	#27552	Level II (2)	Richard Pena	#62116	Level III (3)
Brian Bymaster	#45506	Level II (2)	Clint Pritchard	#17409	Level III (3)
Johnny Clark	#47947	Level I (1)	Brian Radde	#50484	Level II (2)
Billy Cobb	#27243	Level I (1)	Nick Rapagnani	#82653	Level I (1)
Mike Cooke	#22321	Level I (1)	Joshua Ray	#69374	Level II (2)
Justin Corder	#61740	Level I (1)	Vince Sanchez	#9654195	Level I (1)
Erin DeLee	#74425	Level I (1)	Jeff Simpkins	#24842	Level III (3)
Jeffery Dobbins	#9654192	Level I (1)	Andrew Smith	#27253	Level III (3)
Garrett Dupree	#52214	Level I (1)	Rick Smith	#74420	Level I (1)
Tony Garner	#17359	Level II (2)	Thomas Stechmann	#80892	Level I (1)
Geoffrey Hall	#10144	Level III (3)	Justin Styslinger	#66003	Level I (1)
Kevin Hamilton	#1209100	Level I (1)	John Sullivan	#1275	Level I (1)
Bill Hammond	#7839	Level III (3)	Joseph Taylor	#74422	Level I (1)
Craig Henderson	#27245	Level III (3)	Jason Tamez	#69502	Level I (1)
Darren Jackson	#5084	Level III (3)	Travaris Veal	#690896	Level I (1)
Brock Kells	#74426	Level I (1)	Rob Weaver	#17372	Level III (3)
Kurt Kwiatkowski	#57908	Level III (3)	Cliff Wheeler	#63367	Level I (1)
Tony Kyne	#27559	Level II (2)	Brad Winkeler	#27255	Level III (3)
Brandon Lamb	#7016739	Level I (1)	Michael Winkeler	#27565	Level II (2)
Dustin Lawson	#51746	Level III (3)	Randy Wyatt	#36620	Level I (1)
Brock Kells	#74426	Level I (1)	—	—	—

SSPC-CERTIFIED FIELD PERSONNEL
(C-3 & C-5 SUPERVISOR/COMPETENT PERSON TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES)

INSPECTOR	INSPECTOR
Jimmy Asher	Michael May
James Bigley	Martin Mehley
Ian Brady	Chad Merithew
Dan Burgess	David Merithew
Brian Bymaster	Bryan Morrow
Johnny Clark	Christopher Patterson
John Crook	Richard Pena
Thomas Daley	Clint Pritchard
Daniel Demyan	Brian Radde
Elias Doropolous	Joshua Ray
Timothy Ely	Ralph Santiago
Steve French	Daniel Sepesy
David Glazier	David Sepesy
Geoffrey Hall	Richard Sides
Kevin Hamilton	Jeff Simpkins
Craig Henderson	Richard Smith
Darren Jackson	Rick Smith
Doug Jackson	Justin Styslinger
Christopher Kelley	Vincent Szewczyk
Louis Kindinis	David Taylor
Kurt Kwiatkowski	George Trikilis
Benjamin Law	James Tsikouris
Dustin Lehman	Robert Weaver
Steven Lewis	Brad Winkeler
Ismael Martinez	George Xenikis

Insurance Requirements

Both the magnitude and scope of major renovation projects—as well as the number of crews and staff—require a true necessity for considerable insurance resources. SUEZ utilizes one (1) of the most reputable names in the insurance industry—**Marsh USA Inc.**—which has been in business for nearly 100 years. SUEZ's insurance coverage policy limits include:

- **General Liability =** $2M per occurrence
- **General Aggregate =** $3M per occurrence
- **Auto Liability =** $2M each accident
- **Professional Liability =** $2M per claim
- **Pollution Liability =** $5M per claim
- **Workers' Compensation =** statutory limit
  - *Higher-level insurance policy limits can be provided upon request.*
  - *Our Certificate of Insurance can be found in the Appendix section.*

Asset Performance Management

We conduct asset performance management (APM) through our cloud-based solution—InSight—which combines advanced data and analytics to help water treatment professionals increase asset reliability, prevent unplanned downtime, extend asset life, and ultimately ensure that water assets operate at their optimal performance. By aggregating and analyzing the thousands of complex data points from throughout an operation, InSight provides users with greater visibility and transparency at a plant level—or even across the entire enterprise.

Our Industrial Internet of Things (IIoT) solution—InSight—can help through the following features:

- Turn data from multiple sources into meaningful information and visualize current conditions
- Diagnose problems and discover opportunities for improvement
- Alert your team to events or trends before they threaten asset production or integrity
- Report on key performance indicators and their impact on business objectives

Asset Management System

We will work with the City of De Pere to provide reports and documentation—as well as any other information—with ease and efficiency. SUEZ utilizes the Oracle database software to manage our professional asset maintenance programs, resources, and records.

The SUEZ NACE-certified team of inspectors uses ProntoForms when completing our asset condition assessment reports—ultimately allowing them to transmit data directly to SUEZ servers and provide rapid and efficient responses the SUEZ operations team. If any deficiencies exist with the asset upon conducting the condition assessment, we can both capture and react to them via ProntoForms.

Technological Resources

We use a variety of technological, in-house resources—computer capabilities, software applications, modeling programs, etc.—to capture, analyze, and deliver information across secure platforms with both ease and efficiency. SUEZ's many technological capabilities are utilized through some of the following resources:

Oracle

As previously mentioned, we utilize the Oracle Database software to manage our professional asset maintenance programs, resources, and records. The Oracle Database application is a multi-model database-management system used for running online transaction processing, data warehousing, and mixed database work-loads. Oracle is the first database designed for enterprise grid computing—the most flexible and cost-effective way to manage information and applications.

Salesforce

SUEZ utilizes Salesforce.com, Inc. as a cloud-based software application—used to provide customer-relationship management services. It includes a complementary suite of enterprise applications focused on things like customer service, marketing automation, data analytics, and application development. We also use this software to track opportunities while providing real-time data on all existing client accounts with up-to-date information.

Geopointe

We also utilize Geopointe within Salesforce to gain analytical insights by applying geography and location-based data to our clients and our business processes.

Microsoft Office 365

We manage our information and collaborate across platforms using Microsoft Office 365—including OneDrive and SharePoint. Office365 is also utilized to both track and house detailed information, while also serving as a repository for all existing opportunities.

SAP Concur (Concur Solutions)

We use Concur as an expense, management, travel, and invoice software solution. Concur is one (1) system that provides a single way to manage company spending from end-to-end, improve compliance, gain greater visibility into account transactions, and ultimately simplify the overall process.

VISIO

VISIO enables users to monitor water services in real-time—providing greater reactivity for network maintenance work. It provides users with more efficient facilities and networks—including an improved energy efficiency—and better sharing of information and data between the different stakeholders.

AutoCAD

Our engineering department utilizes AutoCAD (Computer-Aided Design) software to create precise, two-dimensional (2D) installation and repair drawings. The AutoCAD software also allows the engineering department to provide accurate equipment layouts for implementation within the field.

ProntoForms

As an asset management system application, the SUEZ certified team of in-house inspectors uses ProntoForms when conducting condition assessment reports—allowing them to easily transmit data directly to the SUEZ servers and provide rapid and efficient responses to SUEZ operations teams. If any deficiencies exist with the asset, we have the ability to both capture and react to the existent asset deficiencies via ProntoForms.

ORACLE

Oracle helps us see and monitor our data in new, advanced ways—while also equipping us with all of the necessary tools to discover actionable insights and unlock endless possibilities through the use of their multi-model database-management system. The Oracle Cloud Infrastructure database software offers autonomous operations, integrated security, and enterprise-class services—as well as elastic, serverless database, platform, and infrastructure as-a-service (IaaS) services. Oracle allows us to run crucial enterprise applications in both public regions and our client data centers with the high performance, scale, and availability—while ultimately lowering our overall costs.

Oracle was built on more than a decade of innovation and offers a complete application portfolio for the modern digital business. Oracle's cloud platform provides a common data model, incorporates the latest technology, and delivers a regular and frequent cadence of new functionality—ultimately helping clients modernize and innovate at the heart of their business.

More than 30,000 organizations—of all sizes—rely on Oracle Cloud Applications to run their most important front- and back-office business operations. Each suite of applications is designed to work together to help eliminate any infrastructure technology (IT) complexity and maximize the benefits of data. Built and run on Oracle Cloud Infrastructure, the advanced software applications deliver the scalability, security, and performance needed for the current business demands.

Through the Oracle Database, SUEZ has been able to build an intelligent enterprise using prebuilt artificial intelligence (AI), data-driven cloud applications, and a rather comprehensive portfolio of infrastructure and cloud platform services. Oracle's AI offering helps SUEZ automate operations, drive innovation, and make smarter decisions securely. Oracle's Internet of Things (IoT) Intelligent Applications Cloud provides us with more visibility, insights, and efficiencies by capturing the sensor data from connected devices utilizing smart manufacturing, connected assets, connected logistics, workplace safety, and connected customer experience. Furthermore, when the pace of a business requires secure collaboration with multiple parties, a solution is needed in order to bring everyone together—in real time—to share data. Blockchain provides a collaborative framework for sharing reliable data, and Oracle offers SUEZ easy ways to adopt blockchain technology—including a cloud service, an on-premises edition, and a Software-as-a-Service (SaaS) application for supply chain.

SALESFORCE

Salesforce is the world's leading customer relationship management (CRM) platform. It allows SUEZ's marketing, sales, commerce, service, and IT teams to work as one (1)—from anywhere—in order to keep our clients happy with high-quality, data-driven results. Salesforce unites our teams from anywhere with Customer 360—one (1) integrated CRM platform that powers our entire suite of connected apps. With Customer 360, we can focus our employees on what is truly important to our many clients—including stabilizing business practices, maintaining organized client data, consolidating asset information, and delivering exceptional client experiences.

GEOPOINTE

As a native Salesforce software application, Geopointe is exclusive to users utilizing Salesforce as their CRM. Through Geopointe, SUEZ has the ability to simplify the Salesforce territory management by: creating territories using Geopointe's shape library, easily manipulating shapes and territories with the multi-shape editor, automating lead distribution with automated assignments, and making territory changes with mass updates. Through their geographic searching and analysis capabilities, Geopointe can locate any Salesforce data—from anywhere in the world. The searches can range from a view of all client accounts—clustered by concentrations—to a small neighborhood search for local leads and prospects.

SUEZ also utilizes Geopointe to visually build territories with the Geopointe Shape Library—which includes a variety of sub-shapes based on states, zip codes, metro areas, etc.—then use geographic data insight to fine-tune, manage, and ultimately streamline territory management and design. We can then align the territories and develop a plan to allocate our resources through actionable data. Actions like exporting, adding to a campaign, and creating leads from the map are built-in—making it is easy for us to launch custom processes, integrate with other applications, and more. Additional Geopointe solutions include trip planning, route optimization, live vehicle and asset tracking, lead routing, calendar-based scheduling, campaign targeting, etc.

MICROSOFT OFFICE 365

Microsoft Office 365 is a professional suite of cloud-based productivity and collaboration applications that integrates all of Microsoft's existing online applications into a cloud service—adding Skype for Business and Microsoft Teams as the primary applications for communication and collaboration. Enterprises of all sizes are finding Microsoft Office 365 collaboration to be increasingly popular due to its ability to drive productivity, communication, organization, return on investment (ROI), and—ultimately—overall corporate success.

SUEZ utilizes Microsoft Office 365 to ultimately achieve more with innovative Microsoft Office applications, intelligent cloud services, and world-class security. As the leader in cloud-based productivity, Microsoft Office 365 has enabled us to discover the benefits of an integrated cloud platform that offers industry-leading productivity applications. These include—but are not limited to—the following:

- Microsoft Excel
- Microsoft OneDrive
- Microsoft OneNote
- Microsoft Outlook
- Microsoft PowerPoint
- Microsoft SharePoint
- Microsoft Teams
- Microsoft Word

SAP Concur (Concur Solutions)

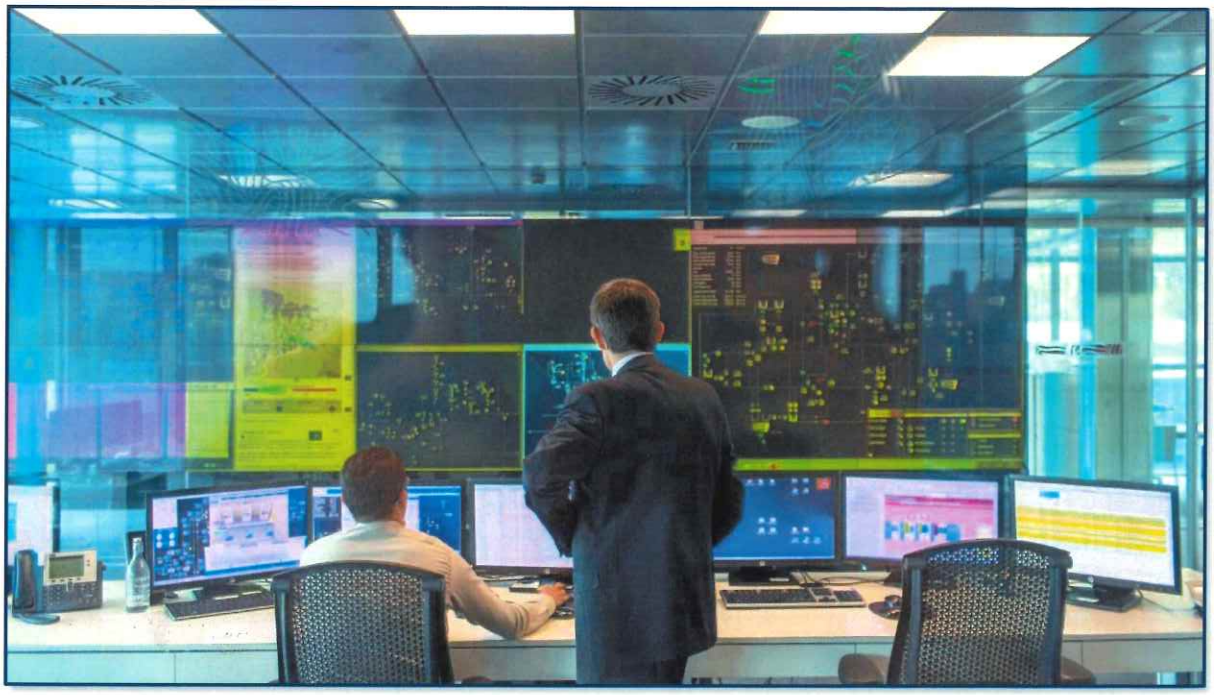
SAP Concur is committed to reinventing travel, expense, and invoice management by utilizing tools that simplify everyday processes and—in turn—create better overall experiences for companies. SAP Concur continuously develops new ways to automate and integrate processes that use emerging technology. As part of the larger SAP family—and through their experience, expertise, and partnerships—SAP Concur Solutions has helped SUEZ make traveling, expensing, and invoicing both efficient and effortless. When utilizing SAP Concur to automate and integrate expense management, SUEZ has been able to capture spending from multiple sources, make intelligent business decisions based on accurate data, and simplify the process for those involved.

SAP Concur

VISIO

VISIO enables users to monitor water services in real time and brings greater reactivity for network maintenance work. It provides users with more efficient facilities and networks—including improved energy efficiency—and better sharing of information and data between the different stakeholders.

The SUEZ VISIO Center is staffed with experienced, dedicated water experts who monitor our clients' water distribution systems to identify any possible issues. We have also integrated a powerful asset management and work order management system with the clients' water distribution systems in order to allow us to issue work orders to our crews and manage the critical water assets over the life of the system. The SUEZ VISIO Center also helps our staff monitor all alarms and allows us to analyze potential problems as they arise to provide actionable intelligence, reporting, and ongoing support to our many valued clients.



AutoCAD

AutoCAD is a commercial computer-aided design (CAD) and drafting software application primarily used to create precise two-dimensional (2D) and three-dimensional (3D) designs. The software application allows users to draft, annotate, and design 2D geometry and 3D models with solids, surfaces, and mesh objects. In addition, users can customize and automate tasks—such as comparing the drawings, adding blocks, and creating schedules. The AutoCAD software application is utilized within the industry by architects, engineers, project managers, city planners, construction professionals, and graphic designers—as well as other industry professionals. AutoCAD also includes industry-specific features and intelligent objects for electrical design, architecture, mechanical engineering, and more.

AutoCAD is heavily utilized within our engineering department to create precise, 2D installation and repair drawings—as well as accurate equipment layouts for implementation within the field. With AutoCAD, we also have the following capabilities:

- Automate floor plans, sections, and elevations
- Draw piping, ducting, and circuiting quickly with parts libraries
- Auto-generate annotations, layers, schedules, lists, and tables
- Use a rules-driven workflow to accurately enforce industry standards

Lastly, we are able to take advantage of seamless workflows by accessing AutoCAD on virtually any device. We can view, edit, annotate, and create drawings on the go using the AutoCAD mobile app or from any web browser using the AutoCAD web application.

ProntoForms

The ProntoForms software provides a low-code development platform to its users in order to build applications for enterprise field service management. The application digitizes paperwork to empower workers within the field with the ability to complete complex forms on mobile devices, collect rich data, and send any form data directly to the management personnel, back office systems, and analytical tool applications.

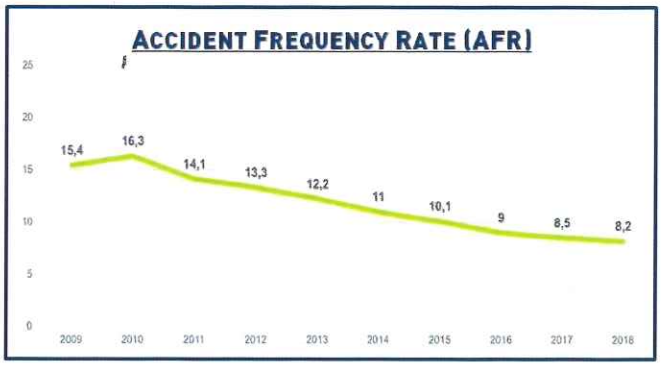
The ProntoForms mobile solution makes it easy for all SUEZ workers to collect data on any mobile device, access company data in the field, and automatically share the results with cloud services—allowing us to track, analyze, and constantly improve our internal processes. For asset management, our inspection team uses ProntoForms when conducting condition assessments—allowing them to transmit data directly to SUEZ servers and provide rapid and efficient responses to our operations teams. If any deficiencies exist with an asset, we can capture and react to them via ProntoForms.

SAFETY, HEALTH, & QUALITY ASSURANCE

Workplace safety is a top priority for SUEZ, and we are committed to protecting all of our employees, clients, and contractors from danger or harm. Safety metrics are one (1) of the main ways we measure our success as a company. We continue to enhance our safety processes—as well as training—and we take action every single day to protect the lives and health of our employees, subcontractors, clients, and the populations among which we work. We aim to be a leader in this area and deploy ambitious action plans to fulfil this goal.

For many years, SUEZ has been committed to protecting the health and safety of all its employees and subcontractors, as well as the clients and populations among which we work. The action plans deployed on all SUEZ sites have enabled a continuous reduction of the accident frequency rate—50% reduction in ten (10) years—and a significant decrease in the overall severity of the accident.

➢ *Please refer to the table on the right*



SUEZ shares this ambition for a strong health and safety culture with all of our suppliers, clients, and subcontractors—beyond our own activities. As a member of the Institute for an Industrial Safety Culture (ICSI), SUEZ participates in work-groups and help to develop tools for other companies and public authorities that share our ambition to improve the overall health and safety culture.

To create an integrated health and safety culture and attain our ultimate goal of "Zero (0) Serious and Fatal Accidents", we have initiated—and continue to deploy—a Health and Safety Policy that is based on four (4) areas, including:

1. Control of Major Risks
2. Committed Managers for a Proactive Health & Safety Culture
3. Develop a Fair/Participative Health & Safety Culture
4. Training to Develop Health & Safety Behavior

1. CONTROL OF MAJOR RISKS

Our activities expose us to a number of risks that must be controlled in order to conduct our work in a safe, effective manner. In order to do so, SUEZ has deployed a prevention plan:

- The ten (10) **"life-saving rules"** apply to all of our activities. All SUEZ employees that may be exposed to major risks are regularly trained in these ten (10) rules that—when properly applied—can save lives. This goal is to develop individual and collective awareness of the largest risks we face—including those involving both our subcontractors and clients—to change behavior in order to work safely and prevent serious or fatal accidents.
- **Multi-year actions** are implemented to control the major risks of our activities. These are based on the three (3) pillars of integrated health and safety culture—technical aspects, management system, and human/organizational factors)—as well as the implementation of advanced, innovative solutions.
- **Detailed risk analyses** are carried out regularly for all of our service activities. Operational risk control is assured, and additional controls can be deployed—if necessary. Regular audits enable us to manage and control our major risks.

We encourage internal or external innovations that can improve work conditions and have a positive impact on health and safety for everyone. Experience feedback is shared via the Innovation Trophies event and during good practice exchanges between entities. Detailed event analyses are also shared.

2. COMMITTED MANAGERS FOR A PROACTIVE HEALTH & SAFETY CULTURE

Our managers are at the heart of the SUEZ Health & Safety culture:

- They collaborate with the teams in the field to deploy technical, organizational, and human improvement actions.
- They make sure that the working environments are both healthy and safe.
- They regularly hold team meetings to allow all employees to contribute to the improvement actions and commit to safe conduct to improve health and safety for everyone.
- They conduct Managerial Safety Inspections of work situations and promote good conduct.
- They ensure regular monitoring of the action plans related to reported events and focus on those that could potentially be very serious.

3. DEVELOP A FAIR/PARTICIPATIVE HEALTH & SAFETY CULTURE

With the participation of each and every employee, we can prevent accidents and protect health of everyone. With this in mind, SUEZ launched "Fair Culture" in 2014, an initiative aimed at creating a climate of trust within the teams, thus encouraging more transparency and sharing to strengthen risk prevention. Fair Culture at SUEZ is based on three (3) pillars:

What does this mean in regard to health and safety practices?

- Good practices and good conduct are promoted so that each and every person is aware of what is expected and encouraged to do it.
- All hazardous situations—notably those that could potentially be very serious—are reported, analyzed, and shared within the group to enable the implementation of risk control measures to ultimately prevent re-occurrence.
- Errors are analyzed and treated as improvement opportunities to help understand the factors that resulted in a hazardous situation and for future prevention.
- Discipline related to non-compliance with rules is proportional to the degree of individual and collective responsibility and apply to everybody.

4. TRAINING TO DEVELOP HEALTH & SAFETY BEHAVIOR

SUEZ has developed a customized Health & Safety Training Program at the SUEZ Academy:

- All SUEZ managers benefit from an initial two (2)-day structuring training course—which serves as the foundation of the SUEZ Shared Health & Safety Culture. Regular refresher courses are also organized in the form of digital content or face-to-face training.
- The SUEZ Academy also offers on-line courses on human and organizational factors—designed in partnership with the ICSI Safety Academy—for SUEZ managers and prevention agents.
- The Health & Safety Staff receives specific expertise training in order to continuously develop its skills. In addition, prevention agents are trained in influential leadership practices to develop an efficient partnership with the operational management in order to build a strong health and safety culture with employees in the field.
- SUEZ has developed virtual-reality modules on the major risks of work activities. In a realistic virtual environment, employees are confronted with dangerous situations every day in regard to total safety. The virtual simulation of their working environment gives a better understanding of the required actions and the appropriate responses to avoid harmful accidents in the field.

SUEZ SAFE WORK PLANNING

SUEZ utilizes formal hazard identification and analysis system—Safe Work Plans and Safe Work Planning Processes—that engages all employees in systematically identifying routine and non-routine health and safety hazards. This process evaluates and prioritizes the potential risks of each task and provides recommendations on the means, methods, sequences, and controls required to prevent—and ultimately eliminate—any safety hazards. In order for this process to be effective, the direct participation of all SUEZ supervisors and employees is required.

During this process, a SUEZ Supervisor—along with all of the employees associated with the task—are responsible for the following actions:

1. Identifying task hazards
2. Determining the level of risk through a quantitative assessment process
3. Identifying hazard controls and performing a pre-job check
4. Conducting a post-task debrief to ensure all safety tasks were performed in accordance with the intent of the SUEZ Safe Work Plan

This process utilizes a continuous improvement process to identify hazards in both routine and non-routine tasks and create a control program to minimize the risk of incidents.

PERSONAL PROTECTIVE EQUIPMENT

Prior to the commencement of work, SUEZ conducts a Personal Protective Equipment (PPE) Hazard Assessment. This Hazard Assessment is performed for all routine tasks, as well as any expected non-routine tasks; it identifies potential hazards associated with these tasks and the required selection of the proper PPE. The major categories of PPE that appear on the PPE Hazard Assessment include the head, hands, feet, face, eyes, ears, and body, as well as respiratory.

Additionally, the worksite may be surveyed by an Industrial Hygienist in order to further delineate areas of potential exposure to noise, chemicals, dust, disturbed asbestos, and nuisance odors, if applicable. Survey results will be discussed with the staff to help support additional administrative and engineering controls required to further protect employees from potential occupational hazard exposure.

The types of PPE available to employees include standard SUEZ work uniforms, a variety of hard hats, safety glasses with side shields, face shields, gloves, safety footwear, full body harnesses, personal flotation devices, goggles, high visibility vests, hearing protection, and coveralls. SUEZ employees must always wear PPE when conducting any maintenance work or related services.

ENVIRONMENTAL HEALTH & SAFETY TRAINING

SUEZ manages an Environmental Health and Safety (EHS) Training Program with a separate, distinct plan that addresses the methods SUEZ will utilize to:

- Assess employee training needs
- Evaluate and decide upon the most effective training methods
- Schedule and host training
- Maintain training records

Training is mandatory for all field personnel, sales personnel, and management personnel. This formal, ongoing, and employee-specific EHS Training covers numerous topics, including:

- Lockout/Tagout
- Hazard Communication
- Confined Spaces
- Electrical Safety
- Chemical Spill Response
- Defensive Driving

SUEZ will also utilize a variety of other avenues to make sure safety is at the forefront of all employee practices—at all times—including:

1. **Daily Safe Work Planning Sessions:** As described earlier in this section, Safe Work Planning takes place with Supervisors and includes discussions on the task hazards and controls that are necessary to prevent injuries.

2. **Weekly Staff Tailgate Training:** SUEZ provides a 52-week Safety Tailgate Manual of pre-printed training materials that are utilized each week in smaller departments and shift meetings. The training topics within this Safety Tailgate Manual include, but are not limited to:
   - Ladder Safety
   - Chemical Safety
   - Tool Safety
   - Lockout
   - Tagout
   - Machine Guarding
   - Safety Data Sheets (SDS)
   - Personal Protective Equipment (PPE)
   - Slips, Trips, and Falls
   - Proper Lifting

3. **New Employee Orientation & Training:** This type of training is offered throughout an employee's first 90 days of employment with SUEZ and prior to the new employee commencing any work. Particular emphasis for new employees will be placed on various awareness topics related to the general work environment and the specific tasks that will be assigned to them. These topics include the full awareness of:
   - Chemical Hazards
   - Confined Spaces
   - Lockout
   - Tagout
   - Hazard Assessment
   - Personal Protective Equipment (PPE)
   - Incident Reporting
   - Safe Work Planning

4. **Injury Alerts & Shared Lessons Learned:** Weekly—or as needed—employees will routinely receive injury alerts prompted by accidents or near-misses in order to immediately create an awareness amongst all personnel and avoid any future instances of accidents. These lesson-learned alerts are reviewed by SUEZ management—as well as project teams—with an eye for any similarities and local prevention strategies.

Additional Safety Training

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of SUEZ employees. At SUEZ, safety serves as the management team's top priority.

- **Mr. Robert Weaver**—Director of Environmental Health & Safety (EH&S)—has over 15 years of experience and oversees all aspects of the SUEZ Environmental Health and Safety Program.

When necessary, SUEZ can engage **The Lovelace Group** for any project consulting—as well as any assistance in the annual implementation of the SUEZ comprehensive safety training program. It is a SUEZ policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any and all SUEZ employees that are climbing and working on water storage tank assets are required to both attend our 40-hour annual training program and pass thorough examinations on the following topics:

- Confined Space
- Working Over Water
- Radio Frequency
- Electrical Safety
- Toxic Health Hazards
- Metal Health Hazards
- Hazard Communication
- Respiratory Protection
- Fire Protection
- Flammable Liquids
- Noise Protection
- Fall Protection
- Lead Exposure
- Decontamination
- Equipment Safety
- Vehicle Safety
- First Aid Training
- CPR Techniques

SUEZ Safety & Health Program

The *SUEZ Safety & Health Program* is a 300+ page printed document. It is SUEZ's policy to protect its employees and clients with safe work practices and to manage all work in a safe, orderly, and effective manner. SUEZ adheres to all OSHA confined space requirements. Any SUEZ employees working in a water storage tank—defined as a confined space by OSHA—are fully trained with these procedures and abide by all regulations. We also adhere to all OSHA confined space protocols and requirements pertaining to monitoring the internal atmosphere. Prior to a SUEZ crew member entering a confined space, the confined space's internal atmosphere is thoroughly tested by using a calibrated direct-reading instrument that tests for oxygen content, flammable gasses and vapors, and potential toxic contaminants within the air—in that specific order. No hazardous atmosphere is permitted in a space when an employee is inside that space. All SUEZ crews also follow continuous forced air ventilation procedures—constantly monitoring atmospheres within any confined spaces throughout the course of work.

A full copy of the formal SUEZ Safety & Health Program is included on a USB flash drive with this submission.

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:

- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

All work will be completed in adherence with all federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of Wisconsin rules and regulations pertaining to potable water storage tanks. We also provide ongoing support and direction to meet these ever-changing environmental regulations.

ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the ISO 9001:2015 Certification from Bureau Veritas. This certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO).

The ISO 9001:2015 Certification validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement

Please find a copy of our ISO 9001:2015 Certification in the Appendix section

PARTNERSHIP FOR SAFE DRINKING WATER

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations—as well as more than 300 water utilities. The goal of the Partnership is to provide a new measure of public health protection to millions by encouraging utilities to voluntarily improve performance beyond current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility clients.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance of six (6) of the most prestigious drinking water organizations:

1. American Water Works Association (AWWA)
2. Association of Metropolitan Water Agencies (AMWA)
3. Association of State Drinking Water Administrators (ASDWA)
4. National Association of Water Companies (NAWC)
5. United States Environmental Protection Agency (USEPA)
6. Water Research Foundation (WRF)

Regulatory requirements for surface water filtration plants and drinking water distribution systems are becoming increasingly stringent. Accordingly, the Partnership for Safe Drinking Water program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance even beyond the proposed regulatory levels.

There are four (4) phases to the Partnership program:

1. Phase I: Commitment
2. Phase II: Baseline Data Collection
3. Phase III: Self-Assessment
4. Phase IV: Optimized System (Optional)

Participation in the Partnership for Safe Drinking Water program demonstrates utility commitment to water quality and public health protection. Progress through the program's four (4) phases earns awards which can be highlighted to demonstrate utility accomplishments.

As a certified **AWWA Member (#1973)**, SUEZ is committed to maintaining the AWWA performance standards associated with the Partnership for Safe Drinking Water. As a member, SUEZ also has full access to best practices, alerts, and advisories—as well as other critical information to support the efforts of the City of De Pere to meet Partnership for Safe Drinking Water goals and objectives.

Additionally, our parent company—SUEZ Groupe—has invested over $80 million in both research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our clients on a continual basis. Our goal is to assist our clients in improving their water systems, assets, and the well-being of their communities. Our team works to provide the City of De Pere with all reporting and documentation associated with water storage tank maintenance to support them in their compliance efforts.

CORONAVIRUS DISEASE 2019 (COVID-19) RESPONSE

We are committed to supporting our clients and their projects during the COVID-19 outbreak. We are working diligently to provide a safe work environment for SUEZ employees and are complying with federal, state, and local laws, regulations, ordinances, and executive orders while meeting the demands of our valued clients. Pursuant to guidance issued by the Cybersecurity and Infrastructure Sector Agency (CISA) of the United States Department of Homeland Security (DHS), the water sector—which includes water distribution systems (water storage tanks, reservoirs, and wells)—is designated as a critical infrastructure sector that provides essential services to the public. In addition, water utility systems are designated as critical infrastructure under federal law (42 U.S. Code § 5195c). Taking these sector designations into account, we are moving forward with our projects for the renovation, maintenance, and/or repair of critical water infrastructure because our work is essential to ensuring that our clients continue providing water utility services to their customers and local communities.

With the fluid situation surrounding COVID-19 and government efforts to slow the spread, we have modified our Business Continuity Plan to include a section on COVID-19. In addition to the COVID-19 section for corporate operations, each region also prepared a specific Business Continuity Plan for its business operations during the pandemic. The Business Continuity Plan, the COVID-19 section for corporate operations, and the region-specific plans are all CONFIDENTIAL.

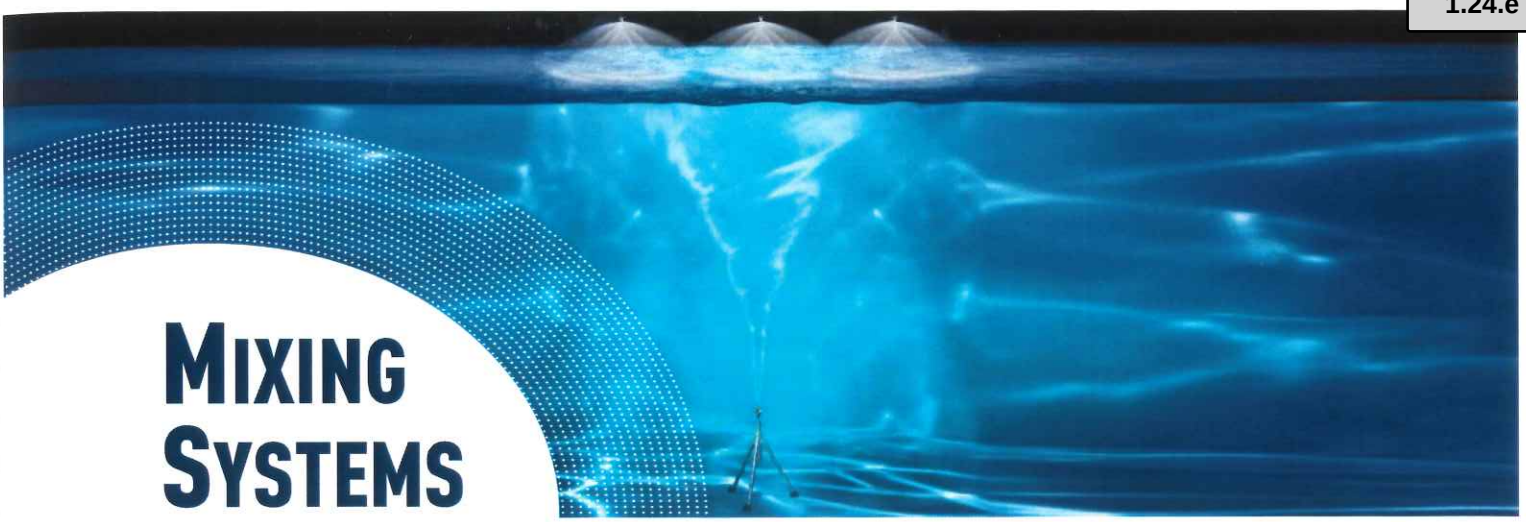
While we cannot guarantee that our performance on a project will not be stopped in the future, we are committed to continuing the performance of work on our client's projects—in accordance with our Business Continuity Plan—unless:

1. The City of De Pere's Board determines that our work is non-essential;
2. A governmental authority issues an executive order—or similar type of ruling—that prohibits our performance of work; or
3. The performance of work in the locality where the project is located is deemed by the company to be unsafe for work to continue due to the community spread of COVID-19 in the area.

As for what we are doing to manage the impact of COVID-19 on our client's projects, our operational team, supply chain, and support teams across the entire company are taking proactive measures to maintain sufficient staffing to perform and support ongoing projects, which includes:

- Leveraging both our scale and relationships with our key suppliers to ensure that we have the resources—labor and materials—necessary, based on availability. The northern region of the company has access to over 40 internal and external field crews. Additionally, the company—as a whole—has over 100 field crews with the capabilities necessary to complete the project.
- Monitoring our suppliers on a frequent basis to ensure that we can proactively address and/or communicate disruption when appropriate.
- Ensuring that we have alternatives for products and materials that could be impacted due to the pandemic. We have key supplier relationships with numerous coating manufacturers, and each manufacturer has confirmed their ability to fill our orders without disruption.

In this difficult time, we are committed to focusing on the safety of the many residents in our clients' communities—as well as our employees' safety. If a SUEZ employee develops COVID-19 symptoms, we have a system in place to ensure that we take immediate action to limit the spread of the virus. SUEZ is ready and willing to address any additional concerns you may have related to COVID-19.



Mixing Systems

Water quality is a rather significant factor in the operational performance of both water systems and water storage tanks. Without the proper solution, water systems may experience a variety of unfavorable outcomes. For example, when stratification occurs, it allows old, stale water to enter water distribution systems, resulting in taste and odor complaints from customers. With water quality regulations increasing and operational resources decreasing, water systems need a cost-effective solution offering maximum performance.

The in-tank active water mixers are motorized pieces of equipment that will create a powerful vortex flow inside of the water storage tank to circulate the entire volume from top to bottom. PAX Water Technologies active mixing systems are exclusive to SUEZ clients. Typically, within 24 hours of installing the mixer, water systems reach their equilibrium—ultimately improving the overall water quality with rapid efficiency and effectiveness.

Other issues affecting water quality in storage tanks include any disinfection byproducts, ice damage, nitrification, increased water age, and residual loss. EPA regulations for permissible levels of disinfection byproducts and THMs in water systems and water storage tanks continue to increase, adding pressure on water system managers to regulate and control standards in their system. The submersible mixers' powerful vortex flow pattern inside water storage tanks creates water circulation from top to bottom, reducing thermal stratification and water age.

The consistent water age may reduce old, stale water from entering distribution systems and—in some cases—may reduce associated taste or odor issues. Maintaining a continuous and powerful water circulation reduces nitrification, prevents ice formation in colder climates, and eliminates thermal and chemical stratification even during the periods of lower demand and increasing water age.

Mixing also allows for the even distribution of chlorine and disinfectant chemicals, which can result in a reduction of chemical usage. Within colder climates, the active mixers will reduce ice formation, which prevents tank expansion and contraction, as well as the loss of any water storage resources. Our active mixing solutions are customized to the water storage tank size, capacity, and type—specific to the climate and geographic variables of the system—to ensure optimum performance.

Active mixing systems are not simply a product; they are a comprehensive solution that is built to the specifications of a water system to provide optimal support. Mixers can be installed while some tanks are in service, but others may need to be drained depending on the storage tank's specifications.

We install and service in-tank water mixers to help utilities meet AWWA and EPA regulations and maintain the quality of treated water. The PAX active mixing system installation, servicing, and constant maintenance can be fully covered under the SUEZ asset maintenance program as an additional service.

SUEZ is a Pioneer in In-Tank Water Quality Solutions

In 2012, there were limited solutions available to address the increased enforcement of Maximum Contamination Level (MCL) Compliance at STAGE 2 sampling locations for the EPA Disinfection By-Product (DBP) Rule. In response to this industry demand, SUEZ formed a partnership with UGSI Solutions | PAX Water Technologies to develop in-tank water quality and THM removal solutions that meet the compliance goals of water systems. This partnership combines proprietary design and performance modeling software, innovative NSF-61 certified technology, and the practical expertise of the United States' premier tank maintenance company. The result is a highly efficient and cost-effective solution for improving water quality and reducing THM levels in distribution systems.

Proven Approach to Assessing Water System THM Removal

SUEZ's THM Removal Solutions utilize a proven stage-driven design and implementation process that takes the client from a field data collection and software-based desktop analysis to a refined, mature solution that meets all regulatory needs. This solution is designed to minimize the initial installation costs—as well as ongoing maintenance burdens. This staged approach ensures that all process-specific details are finalized and understood prior to moving to the next step. The SUEZ ISO 9001:2015 Certification reinforces this concept that we will execute the implementation process as defined. Our main goal is to provide the best solution, equipment, services, and support to the City of De Pere, and we stand by that solution with a performance guarantee.

The SUEZ WSC and water quality team will initiate the design analysis process with the City of De Pere, and SUEZ is aware of the challenges associated with the existing DBP compliance directives. The design and implementation teams are sensitive to the desired deployment timeline for this project to ensure continued regulatory compliance.

SUEZ Design Process

We execute a careful discovery/design process to ensure the proposed solution meets specific goals:

1. The system is suitable for installation in the existing distribution system infrastructure.
2. The system will meet all regulatory compliance requirements as outlined by the EPA.
3. The solution will meet the performance guarantee as contracted, but it will also result in a positive water quality impact for the community served.

The design process begins with a thorough discovery process to understand how the utility treats and distributes the finished water. SUEZ will evaluate available data related to the following items:

Treatment Process:

- Source Water
- Pretreatment Techniques
- Sedimentation / Filtration
- Advanced Treatment Techniques
- Post-Treatment Disinfection
- Corrosion Inhibition
- Re-Chlorination in Distribution

Distribution System Assets

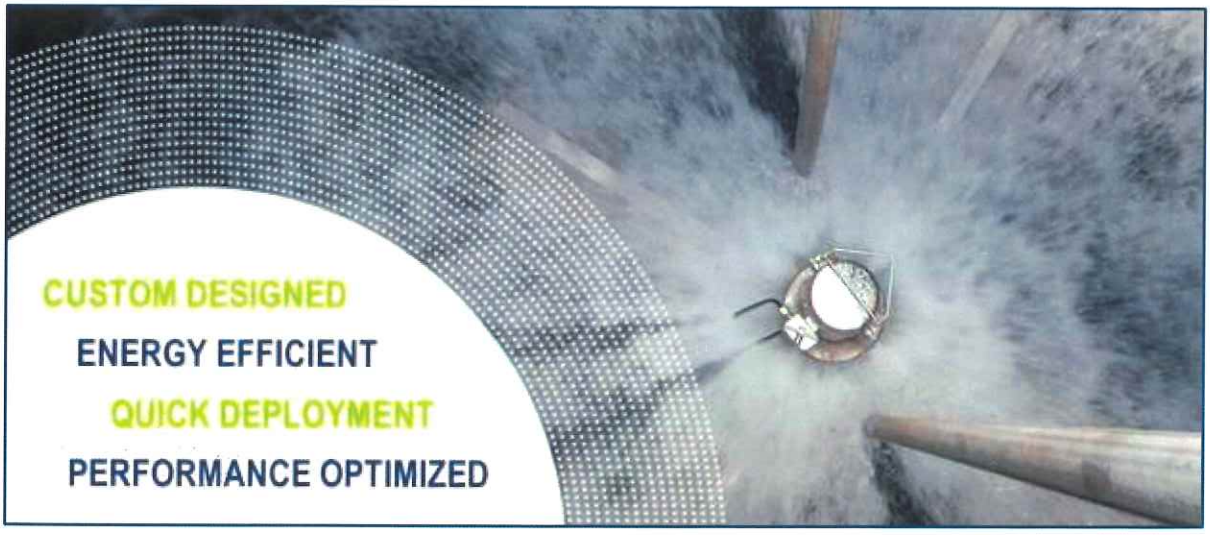
- System Mapping / GIS
- Pressure Zones
- WTP Clearwells
- Distribution Storage Tanks
- Pump Stations
- Auto-Flushing Equipment
- Large Water Users

Water System Operational Controls

- EPA Sample Locations
- Typical Water Quality Parameters
- Hydraulic Model
- Water Age Study
- Tank Turnover Data
- Pump Station Activity
- Unidirectional Flushing Program

Historical Water Quality Data

- Quarterly TTHM Reportable Data
- Supplementary TTHM Data
- Chlorine Residual in Distribution
- pH Measurements in Distribution
- Alkalinity Levels in Distribution
- Water Quality Compliance Violations
- Lead & Copper Compliance Data



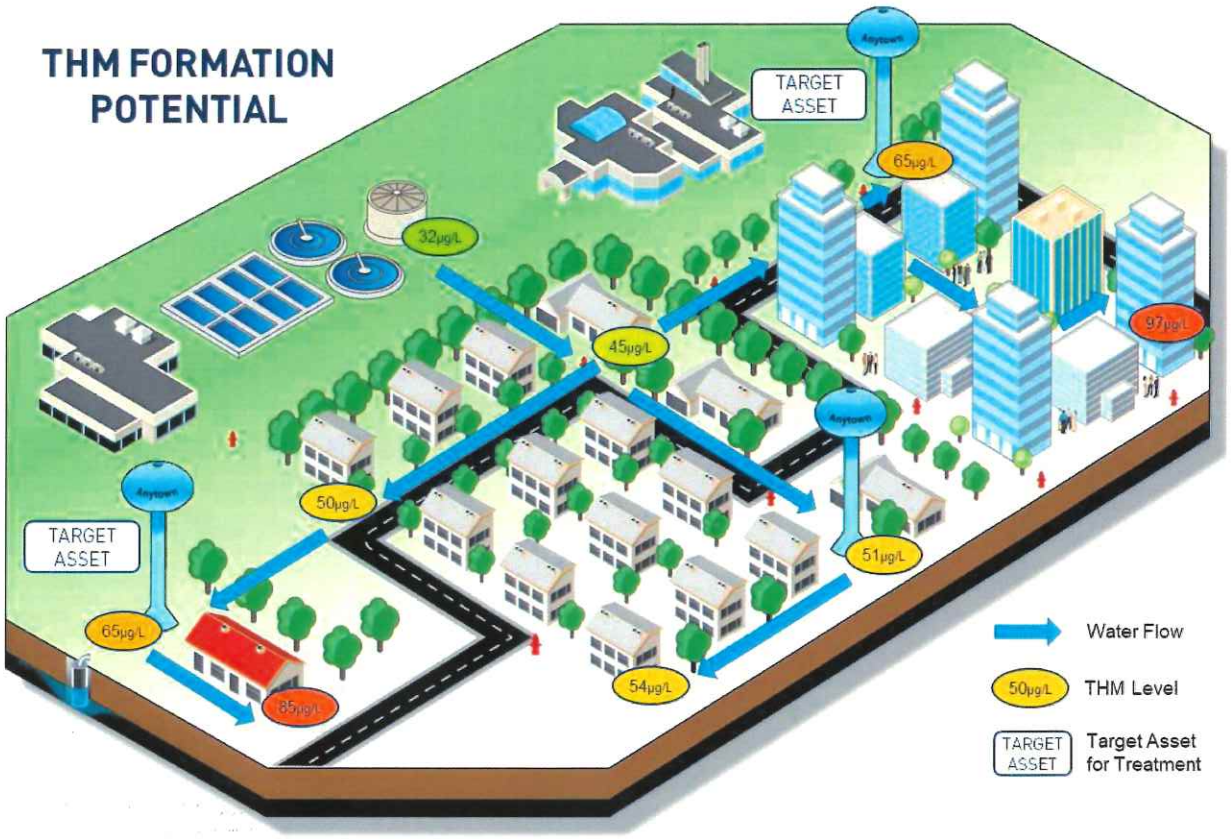
THM Formation Potential

Analysis of the available THM data—including subspecies variation—from throughout the calendar year will be analyzed to determine those areas where THM levels are in danger of non-compliance or already in excess of the MCL. If insufficient data is available, supplementary sampling may be performed in order to provide a complete data set for evaluation.

Once sufficient data is available, the information is mapped in conjunction with existing distribution system assets to:

1. Determine the THM formation potential of finished water moving through the water distribution system.
2. Assess whether the existing treatment or hydraulic controls can be utilized to reduce the THM formation potential or water age.
3. Apply any additional process controls to the system and collect supplemental THM data to finalize and map THM formation potential throughout the distribution system.
4. Identify existing distribution system assets that can be targeted to reduce THM levels using the THM removal solutions detailed and outlined on the following pages.

The THM Formation Potential figure that is illustrated below portrays how mapping THM formation potential can identify target assets for a THM Removal solution.



DEVELOPMENT OF A THM REMOVAL SOLUTION

Once the distribution system analysis has identified a suitable candidate asset for a THM Removal solution, a cost-benefit analysis of the solutions is performed for the asset. The process involves:

1. The optimization and confirmation of the turnover associated with a water storage tank or flow rate of a targeted water main. Additional data such as hydraulic parameters, tank geometries, and pipeline sizes are also verified.

2. Agreement on the target THM removal percentage at the target asset in order to achieve the desired THM reduction to meet compliance goals or utility expectations. This decision is made in the context of the THM formation potential for the water distribution system to ensure THM reduction at the asset will extend to benefit the community.

3. A proprietary software package is then used to develop performance models utilizing SUEZ's available THM Removal solutions, and the most cost-efficient model is then selected. If a more complex design model is required, we work with UGSI Solutions | PAX Water Technologies to expand system modeling using their NEPTUNE software package based on Computation Fluid Dynamics (CFD) modeling for water storage tanks.

4. Based on the selected design, the required water and air circulation parameters are translated into equipment specifications by the Product Line Manager and our engineering team. SUEZ's team of experienced tank and water distribution system specialists then determine the most cost-effective and maintenance-friendly method of installing and operating the TRS.

5. The approved set of equipment needs—as well as installation recommendations—are then used by our engineering team to generate a set of construction drawings and submittals for review and approval by the City of De Pere. Any additional feedback from the City of De Pere's operations team can then be incorporated into the installation and maintenance process.

6. Once the final set of construction drawings is approved, our engineering team will submit the permit application to the EPA for approval and will work with the City of De Pere to address any additional details or requirements that develop from the permitting process.

7. During the permitting process, our operations team will begin developing an installation plan and associated schedule. Phasing for the project will include:
   - Design Review & Approval
   - Permitting & Procurement
   - Site Preparation & Electrical Install
   - Tank or Piping Designed Modifications
   - Tank or Pipe Cleaning
   - Equipment Installation
   - Equipment Startup & Testing
   - System Validation

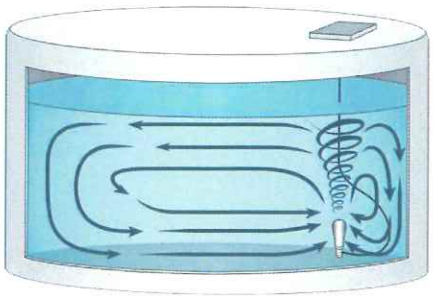
8. Following system startup and validation, we will continue to work with the City of De Pere to optimize the performance of the THM Removal Solution in order to provide the most significant impact to the water distribution system.

For any water quality and THM Removal solutions in distribution to be successful, the utility must ensure that the existing infrastructure is as free as possible of sediment accumulation and biofilm growth to reduce the overall demand for disinfection chemicals that directly result in DBP formation. To this end, SUEZ recommends a full interior cleaning of all water storage tanks to remove sediment, and then cleaning the interior shell and floor of the tank with an NSF-61 approved chemical agent to inhibit the potential for biofilm formation. In some applications, we may also recommend increase flushing, ice pigging, or water main lining—or replacement—as some additional steps to eliminate biofouling and ensure minimal disinfection chemical dosing in distribution.

Once the asset is suitably prepared for equipment installation, one (1) of the THM Removal Solutions outlined below will be employed to promote THM reduction through volatilization. In some cases, a varied set of solutions may be deployed throughout the distribution system in a phased approach to ensure acceptable water quality throughout. These solutions may also require additional flushing programs or automatic flushing systems to introduce the higher quality water generated to areas of low turnover.

In addition to the THM Removal Solutions outlined below, SUEZ may also identify situations where single-point disinfection is a significant contributing factor to high levels of DBP formation. In those situations, a designed solution may also include the use of Residual Control Systems (RCS) that are strategically positioned within the distribution system. These targeted systems will contribute to lower overall disinfection chemical usage and—therefore—ultimately reduce the total THMs formed within the water distribution system.

The aforementioned THM Removal Solutions include the following:



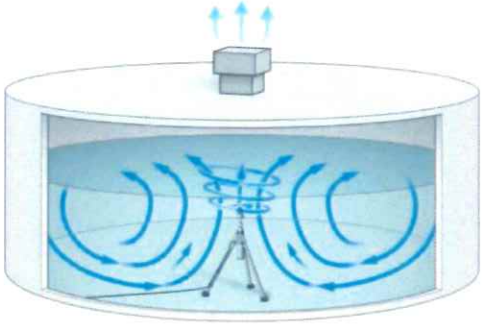
Tank Active Mixing
PWM-100 Mixer Shown

Tank Mixing Solutions

The active water tank mixer is the primary tool for improving water quality in a water distribution system. Active mixing prevents temperature and chlorine residual stratification in storage tanks to both improve the consistency of the water and reduce water age. Mixing can also contribute to THM reduction through two (2) mechanisms:

1. Reduction in chlorine usage through better chemical blending and reduced stratification of water.
2. Passive volatilization of THMs in the water chamber into the headspace as tank mixing continuous exposes new, THM laden water present lower in the tank to the air in the tank headspace.

SUEZ performs over 200 tank mixing installations and maintenance checkups each year.



Tank Active Mixing with PPV-400 Bidirectional PowerVent

Forced Air Ventilation Systems

The addition of forced air ventilation on the roof of a storage tank will further enhance the THM removal by improving THM volatilization in the tank headspace. Volatilized THMs are removed from the tank through rapid circulation of the air inside the water chamber. Removing the THM-laden air and replacing it with fresh air will shift the equilibrium of the THM levels and allow for increased volatilization from the water supply. The newly THM laden air is then further evacuated from the tank headspace, allowing this process to continue.

Forced air ventilation can be achieved through the installation of separate active and passive vent assemblies, a bidirectional vent design, or use of an alternate air handling system.

SUEZ has installed over 70 mixing and forced-air ventilation systems across the country, with THM reduction between 5-35% observed.

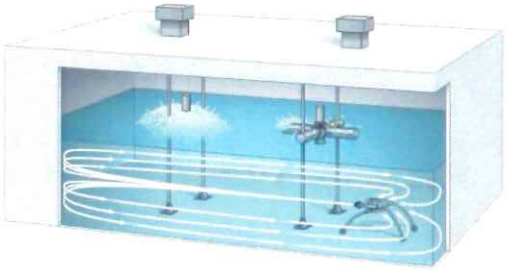
Spray Aeration System Designs—in both Ground Storage Tanks & Elevated Tanks

Spray Aeration Systems

In the cases where tank turnover is too rapid for tank mixing and forced ventilation to effectively reduce the THM levels, the increased exposure of finished water to the rapidly circulated air in the tank headspace will dramatically increase the volatilization of THMs from the water supply.

The installation of water circulation systems and spray nozzles within the tank headspace is one (1) mechanism to increase the exposure of THM-laden water surface area to fresh air by utilizing distributed water droplets. The combined surface area of all water droplets provides a dramatically expanded air-to-water interface for volatilization of THMs from the water supply.

SUEZ has installed 30+ spray aeration systems across the country, with THM reduction between 20-95% observed.



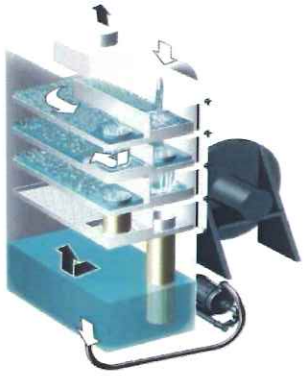
Surface Aeration System Designs—as shown in a Ground Storage Tank

Surface Aeration Systems

In cases where tank turnover is too rapid, or the tank configuration is conducive to the installation, surface aeration is a preferred method to reduce THM levels. The increased exposure of finished water to the rapidly circulating air in the water tank asset headspace will dramatically increase volatilization of THMs from the water supply.

Also, the installation of floating diffusion systems into the water chamber provides the maximum exposure volume of the THM-laden water to fresh air through a rapid mixing at the water surface. The combined surface area of all water droplets provides an expanded air to water interface for volatilization of THMs from the water supply.

SUEZ has installed 30+ surface aeration systems across the country, with ten (10) of the systems currently being installed or in operation within the State of Ohio—with THM reduction observed between 40-95%.



Example of a sliding tray air stipper that can be utilized for THM removal

Non-Tank Solutions

While SUEZ specializes in the design, installation, and maintenance of aeration systems in water storage tanks, there is not always an existing tank in the correct location in order to meet the THM reduction needs. In these cases, we still evaluate all treatment solutions that we—or our technology partners—believe provide cost-effective options for our clients.

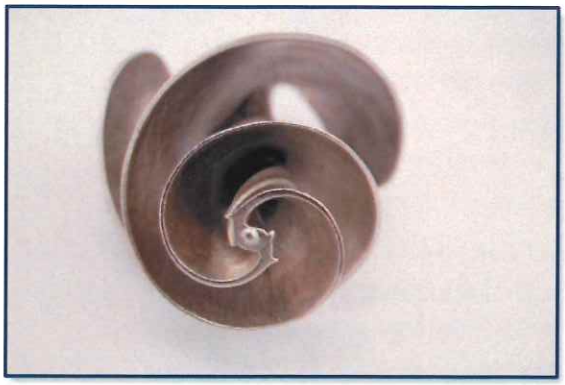
Sliding-tray air-stripper units and aeration towers also provide a significant THM reduction potential in the right circumstances and will be evaluated alongside in-tank aeration solutions—particularly in situations where water storage tanks are not present in distribution.

We—along with our technology partners—have experience with in-line treatment solutions.

SCHEDULE, SCOPE OF WORK, & PRICING

SUEZ ensures financial stability—providing our many clients with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offering long-term financial assistance and operational sustainability—as well as the protection of the water assets.

The following section details the schedule, scope of work, and pricing associated with the City of De Pere's 2021 reservoir mixers project. The schedule has been developed internally by SUEZ. The scope of work has been provided by the City of De Pere in the *RFP* and is detailed on the following page. The pricing has been developed utilizing the *2021 Reservoir Mixer Proposal* form included in the *RFP* issued by the City of De Pere and is based on our experience and knowledge of active mixing and TRS systems. SUEZ evaluated this information to determine the best methods of successfully installing the THM removal solution.



SCHEDULE

SUEZ will begin work once the permitting is both available and approved. The projected schedule for the 2020 Water Tower Mixers Project is as follows:

- **Permit Approval & Signed Agreement:** Up to 60 days
  - *SUEZ will be responsible for the permitting of the 2021 reservoir mixers project*
- **Installation Time:** Four (4) Work Days per Reservoir

The installation of the reservoir mixers shall be completed by December 1, 2021 (12/01/2021). No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires for Saturday work. Work on weekends or holidays must be approved by the City.

SCOPE OF WORK

1. Review existing drawings and as-built of reservoirs and any other pertinent information pertaining to each reservoir in order to complete the scope of work for the project.

2. Provide submersible reservoir mixer for potable water.
   a. Reservoir mixer will completely mix the reservoir to maintain a consistent water temperature and chlorine residual. In addition, the reservoir mixer will completely mix the reservoir so ice does not form inside the tank during the winter months.
   b. The reservoir mixer will be fully submersible, designed for potable water, and can be installed without reservoir entry.
   c. The reservoir mixer will operate continuously, all day and all night, using 120 VAC as the power source. The reservoir mixer will not have a gearbox and will not require lubrication.
   d. The reservoir mixer will have no visible defects, and have high quality welds, assembly, and corrosion resistant finish.
   e. The reservoir mixer will have a stainless steel cable or retrieval chain.
   f. The reservoir mixer shall be the manufacturer's latest model and design.
   g. Installation of each reservoir mixer shall include any accessories necessary for proper operation of each reservoir mixer.
   h. Installation of each reservoir mixer shall include control box and SCADA monitoring system for each reservoir mixer.
   i. Installation of each reservoir mixer shall include installation of all electrical necessary for operation of each reservoir mixer including any trenching to connection to the City's electrical panel. All electrical work shall meet all State and municipal codes.
   j. The reservoir mixer will be certified to ANSI/NSF Standard 61 and will be compliant with all aspects of the Safe Drinking Water Act (SDWA).
   k. The manufacturer of the reservoir mixer will have extensive experience in the production of such equipment, and the equipment will be manufactured in the United States.
   l. The reservoir mixer will be warranted to be free of defects for a period of five (5) years.

PRICING

The following *2021 Reservoir Mixer Proposal* Pricing Form has been pulled directly from the *RFP:*

City of De Pere Water Utility
2021 Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the reservoir mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Mixer: **$64,984.85**

Lump Sum Price for Scheuring Road Reservoir Mixer: **$37,303.03**

Total Lump Sum Price for 9th Street Reservoir Mixer and Scheuring Road Reservoir Mixer: **$102,287.88**

Utility Service Co., Inc. (a SUEZ company)
Name of Firm

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Address of Firm

(855) 526-4413
Telephone Number

6

CLIENT REFERENCES

SUEZ has completed over $600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many clients, as well as their water system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Per the requirements of the RFP, we have listed three (3) project references of similar nature in the State of Wisconsin—as well as in the northern region of the United States:

PROJECT REFERENCES (STATE OF WISCONSIN)

TANK OWNER	STATE	CONTACT	PHONE | EMAIL	PROJECT SCOPE / SUMMARY
Village of Slinger	WI	Greg Moser	(262) 644-5265 gmoser@vi.slinger.wi.gov	Two (2) Water Towers on SUEZ Tower and Mixer Maintenance Program since 2004
Geneva National Resort & Club	WI	Pat Prahl	(262) 949-7715 pat@gnpropertymgmt.com	PAX 100 Mixer installed for freeze protection and water quality
City of Sturgeon Bay	WI	Cliff White	(920) 746-2820 cwhite@wppienergy.org	Member of SUEZ Maintenance Program since 2009

ADDITIONAL PROJECT REFERENCES (NORTH REGION)

TANK OWNER	STATE	CONTACT	PHONE
Municipal Authority of Westmoreland County (MAWC)	PA	Mark Stoner	(724) 755-5882
City of Youngstown	OH	Dan Blakely	(330) 743-5340
City of Warren	OH	Valerie Meyers	(330) 841-2942

➢ *Please refer to the Appendix section for SUEZ's Case Study of the Water Tank Mixing Project conducted for the Municipal Authority of Westmoreland County (MAWC), PA.*

CONCLUSIONS

This *Proposal* describes SUEZ's organizational structure with a focus on the products and services provided to our valued clients—owners and operators of potable water systems. This description acknowledges our people, who—together with the resources available to our valued clients—make our business function.

SUEZ is uniquely positioned to provide the City of De Pere with the highest quality of maintenance services available. Also, our unique team of experts, resources, and focus on providing the most comprehensive, cost-effective, and sustainable services to our clients have made us leaders in the asset management and potable water industry. SUEZ's maintenance services provide long-term, structured, and financially-sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all the services, repairs, and maintenance.

The SUEZ team is backed by our parent company—SUEZ Groupe. SUEZ Groupe is an international leader in the water industry that has generated over $17 billion in revenue in 2015 and invests $80 million in both research and innovation. We are truly committed to delivering the most innovative, sustainable, and effective asset management solutions to our clients to improve their water systems, assets, and the well-being of their communities. Our reputation is built on reliability; our expertise is built on experience. More than 5,000 municipal and industrial clients in the United States trust us to manage and maintain their most important water distribution system resources and assets. Together with SUEZ, let us build your comprehensive water management system on a foundation of continuous improvement and innovation.

We look forward to meeting with the City of De Pere in anticipation of discussing our qualifications, competencies, and project details—as well as scheduling any visits to our facilities. We welcome questions or comments—as well as the opportunity to elaborate on our capabilities. Please direct any questions you may have to:

Mr. Paul Schumi
Director of Sales (Great Lakes Region)
Phone: (312) 909-4410
Email: paul.schumi@suez.com

Mr. Cortez Rankin
Water Quality Product Manager (TRS/RCS)
Phone: (404) 673-9229
Email: cortez.rankin@suez.com

APPENDIX

This Appendix provides the City of De Pere with the executed documents, submittal requirements, and additionally relevant information associated with this *Proposal for 2021 Reservoir Mixers;* the required forms and additionally relevant information include:

- 2021 Reservoir Mixer Proposal Form
- Summary Resumes
- Certificate of Authority (State of Wisconsin)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Case Study (Municipal Authority of Westmoreland County, PA)

SUEZ also acknowledges that the City of De Pere did not issue any Addenda associated with the *RFP for 2021 Reservoir Mixers.*

In addition to the items included in the Appendix section, SUEZ has provided the City of De Pere with additional information submitted on an external USB flash drive; this information includes:

- SUEZ Safety & Health Program

2021 Reservoir Mixer Proposal Form

City of De Pere Water Utility
2021 Reservoir Mixer Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary for the installation of the reservoir mixers to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

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

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

Lump Sum Price for 9th Street Reservoir Mixer: **$64,984.85**

Lump Sum Price for Scheuring Road Reservoir Mixer: **$37,303.03**

Total Lump Sum Price for 9th Street Reservoir Mixer and Scheuring Road Reservoir Mixer: **$102,287.88**

Utility Service Co., Inc. (a SUEZ company)
Name of Firm

1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309
Address of Firm

(855) 526-4413
Telephone Number

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

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

Edward Faust

Signature of Bidder

March 31, 2021 (03/31/2021)
Date

Ed Faust
Print or Type Name of Bidder

Vice President (North Region)
Title

Estimated Start Date: **Lead Time:**
Our Standard lead time is six (6) weeks from the receipt of the purchase order (if no submittals are required) or four (4) weeks after the receipt of the approved submittals (if submittals are required).

Submittals:
Submittals will be provided by SUEZ within two (2) weeks from the receipt of the purchase order.

Estimated Work Days to Complete: **Eight (8) Work Days – Four (4) Work Days per Reservoir**

SUMMARY RESUMES

PAUL SCHUMI

DIRECTOR OF SALES (GREAT LAKES REGION)

YEARS OF EXPERIENCE

- 15+ Years Total
- 15 Years in the Water and Wastewater Industry

EDUCATION

- Bachelor of Arts, Marquette University.

AREAS OF SPECIALIZATION

- Sales
- Operations
- Management
- Lines of Business (LOBs)
  - Water
  - Wastewater
  - Environmental
  - Energy
  - Oil
  - Gas
  - BioSolids
  - Manufacturing
  - Government
  - Municipal
  - Private Sector

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Water Environmental Federation (WEF)
- National AWWA Asset Management Committee
- Water Main Rehabilitation Committee

OFFICE ADDRESS

- 6955 North Keating Avenue, Chicago, IL 60712

KEY QUALIFICATIONS

Mr. Paul Schumi serves as a Director of Sales (Great Lakes Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He specializes in both condition assessment and asset management programs for aging water and wastewater infrastructure. Over the last 15 years, Mr. Schumi has developed conveyance assessment and renewal programs for agencies across the United States, focusing on advancing new technologies to drive efficiency and cost-effective results. Mr. Schumi specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Director of Sales (Great Lakes Region) **2017–Present**

- Asset management and maintenance for all facets and components for water and wastewater infrastructure in the industrial and municipal markets
- Profit and loss (P&L) responsibilities, maintaining safe work practices for direct reports, maintaining both margins and proper staffing levels, budgeting, forecasting, developing acquisition targets, participating in quarterly strategy and review sessions with senior management peers
- Directly responsible for all recruiting and training of sales team
- Manage top line revenue performance through organic growth and account acquisitions
- Recruit, hire, train, and mentor direct reports to exceed sales objectives
- Exceed regional sales targets with SUEZ Advanced Solutions | Utility Service Co., Inc.
- Develop strategies to differentiate company's services and products by value added selling

CORTEZ RANKIN

WATER QUALITY PRODUCT MANAGER (TRS/RCS)

YEARS OF EXPERIENCE

- 17 Years Total
- Nine (9) Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- B.S.Ch.E, Chemical Engineering, University of Tennessee — Chattanooga, 2004.

AREAS OF SPECIALIZATION

- Water Quality Modeling
- Water Quality Product Management
- Trihalomethane (THM) Removal Systems (TRS)
- Residual Control Systems (RCS)
- Hydraulic Modeling
- Total Maximum Daily Load (TMDL) Modeling

PROFESSIONAL CERTIFICATIONS

- Occupational Safety and Health Administration (OSHA)

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- National Water Resources Association (NWRA)
- United States Environmental Protection Agency (USEPA)

PROFESSIONAL TRAINING

- OSHA
- First Aid | CPR

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Cortez Rankin serves as a Water Quality Product Manager for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for all mixers, active mixing systems, trihalomethane (THM) removal systems (TRS), and residual control systems (RCS). Mr. Rankin specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results that are expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Water Quality Product Manager (TRS/RCS) — **2012–Present**

- Analysis, modeling, design, pricing, and proposals related to the TRS product line
- Generation of design, pricing, and proposals related to the RCS product line
- Line of business (LOB) leader for all water quality associated products and services

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

Chemical Engineer | Environmental Scientist | Project Manager — **2004–2012**

- Water Quality Assessment Division — Total Maximum Daily Load (TMDL) Modeling:
  - Utilized various hydrologic models to calculate TMDL for impaired water bodies throughout the State of Louisiana
  - Created TMDL technical reports that identified the links between the waterbody impairments and the reduction of the pollutant load to mitigate the impairments and maintain compliance with the standards of the United States Environmental Protection Agency (USEPA)
- Business Community Outreach & Incentives Division — Nonpoint Source Pollution:
  - Managed numerous water quality improvement projects throughout the State of Louisiana from water quality monitoring projects to determine if all water quality standards are being met
  - Coordinated and oversaw projects to determine all areas of high pollutants within watersheds—ensuring all tasks were completed with at least three (3) variations of conditions with allotted time and budget
  - Generated implementation plans detailing the corrective actions needed to reduce pollution and remediate an impaired waterbody

PROJECT EXPERIENCE

Direct experience with mixer, TRS, and RCS asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include the:

- Municipal Authority of Westmoreland County (MAWC), PA
- Borough of West View, PA
- Town of Ocean City, MD
- Village of Ottawa, OH

ANDREW J. LENZIE

SERVICE CENTER PROJECT MANAGER (NEW LENOX, IL | MAXCOR, INC.)

SUEZ

YEARS OF EXPERIENCE

- Four (4) Years Total

EDUCATION

- B.A., Computer Science, Brown College, 2014.

AREAS OF SPECIALIZATION

- Project Management
- Storage Tank Renovation
- Tank Asset Maintenance
- Water Quality
- Personnel Supervision

PROFESSIONAL TRAINING

- Occupational Safety and Health Administration (OSHA) Construction, Safety, and Health (30-Hour Program)
- First Aid | CPR
- Confined Space Awareness
- Fall Protection
- Hazardous Communications
- Hazardous Material Handling
- Disposal of Hazardous Waste Materials

OFFICE ADDRESS

- 900 Country Creek Drive, New Lenox, IL 60451

KEY QUALIFICATIONS

Mr. AJ Lenzie serves as a Service Center Project Manager (New Lenox, IL | Maxcor, Inc.) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the daily operation and management of approximately thirteen (13) field personnel. Mr. Lenzie specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Service Center Project Manager (New Lenox, IL | Maxcor, Inc.)

- Provide a safe working environment for employees and ensure that all operations meet OSHA, corporate, and industry standards for safety, health, and environmental compliance
- Allocate utilization of available resources to maximum operating efficiency, achieve client satisfaction, and successfully complete the projects assigned to the Service Center
- Hire, train, and supervise direct reporting staff
- Delegate work duties to staff
- Project management for over 300 SUEZ clients

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- Village of Birch Run, MI
- Wisconsin Rapids Water Works and Lighting Commission, WI
- Village of Waterford, WI

JOHN SULLIVAN

SERVICE CENTER MANAGER (NEW LENOX, IL | MAXCOR, INC.)

YEARS OF EXPERIENCE

- 30 Years Total

EDUCATION

- B.A., Finance Computer Science, St. Joseph's College, Rensselaer, IN.

AREAS OF SPECIALIZATION

- Storage Tank Renovation Projects
- Water Quality
- Contract Development
- Bidding/Contract Management
- Personnel Supervision

PROFESSIONAL TRAINING

- Occupational Safety and Health Administration (OSHA) Construction Health and Safety (30-Hour Program)
- Confined Space Awareness
- Confined Space Access
- Fall Protection
- Hazardous Communications
- Hazardous Material Handling and Disposal
- First Aid | CPR

OFFICE ADDRESS

- 900 Country creek Drive, New Lenox, IL 60451

KEY QUALIFICATIONS

Mr. John Sullivan serves as a Service Center Manager (New Lenox, IL | Maxcor, Inc.) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the daily operation of the Illinois Service Center and manages approximately 40 office and field personnel. Mr. Sullivan specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Service Center Manager (New Lenox, IL | Maxcor, Inc.)

- Provide a safe working environment for employees and ensure that all operations meet OSHA, corporate, and industry standards for safety, health, and environmental compliance
- Allocate utilization of available resources to maximize operating efficiency, achieve client satisfaction, and successfully completing projects assigned to the Illinois Service Center
- Hiring, training and supervising direct reporting staff
- Delegating work duties to staff
- Project estimating, contract administration, and project management

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- Village of Franklin Park, IL: Storage Tank Renovation
- City of Ottawa, OH: Trihalomethane Removal System (TRS)
- DuPage Water Commission | DuPage County, IL: Water Quality Improvements – Acting Mixing Systems

KURT KWIATKOWSKI

NACE LEVEL III (3) CERTIFIED COATINGS INSPECTOR (#57908)

YEARS OF EXPERIENCE

- 35 Years Total
- Seven (7) Years in the Water, Wastewater, and Asset Maintenance Industry

AREAS OF SPECIALIZATION

- Application and inspection of coatings on both steel and concrete structures
- Condition assessments of steel and concrete water and wastewater assets
- Quality Control (QC)

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coatings Inspector (#57908)
- Society for Protective Coatings (SSPC) C3 Competent Lead Removal Supervisor (#113717)
- Federal Aviation Administration (FAA) Drone Pilot Certification

PROFESSIONAL ASSOCIATIONS

- NACE
- SSPC
- FAA
- National Security Council (NSC)
- Occupational Safety and Health Administration (OSHA)

PROFESSIONAL TRAINING

- NSC First Aid, CPR, & AED
  - 2020 Course
- Annual Environmental, Health, and Safety Training
  - 2019 Course (#19003)
- OSHA Construction and Safety Outreach Training Course
  - v3 2014 (10-Hour Course)

OFFICE ADDRESS

- 900 Country Creek Drive, New Lenox, IL 60451

KEY QUALIFICATIONS

Mr. Kurt Kwiatkowski serves as a NACE Level III (3) Certified Coatings Inspector (#57908) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for conducting the condition assessments on newly acquired sales—along with annual sanitary condition assessments for SUEZ maintenance clients. He is also responsible for providing oversite on jobsite safety—as well as quality control on all working projects. Mr. Kwiatkowski specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct all of the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

NACE Level III (3) Certified Coatings Inspector (#57908) — 2014–Present

- Keeping daily reports for each assigned project. The daily reports consist of taking and documenting ambient conditions and what the crews are working on each day—as well as what degree of work they are performing.
- Communicating with clients on the progress of their projects and answering any questions and concerns they may have. This includes communication with upper management on the progress of these projects so that issues—if any—are resolved in a timely manner.
- Completing annual SUEZ visual inspections for clients and gathering information—via pictures and reports—for the annual tank assessment reports.

SYMET, INC.

Manager / Supervisor — 1986-2014

- Responsible for the production and quality control of blasting and coating operations
- Responsible for all shipping and receiving
- Responsible for all new employee training

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include the:

- Village of Palatine, IL—Public Works Department
- Village of Franklin Park, IL—Water Department
- City of Algoma, WI—Wastewater Treatment Plant (WWTP)
- City of Monroe, WI—Water Department

ED FAUST

SENIOR VICE PRESIDENT (NORTH REGION)

YEARS OF EXPERIENCE

- 30 Years Total

EDUCATION

- M.B.A., Marketing, University of Connecticut, 1983.
- B.S., Chemistry, New York State University, 1978.

AREAS OF SPECIALIZATION

- Strategic Marketing
- Tactical Marketing
- Business Planning
- Product Management
- Business Development
- Technology Assessment
- Technology Deployment
- Product Commercialization
- Operations Management
- Market Development
- Market Research
- Innovative Product Development
- Joint Ventures & Partnerships
- Sales Management
- Relationship Building
- Account Cultivation
- Ethnographic Research
- Voice of the Customer
- Manufacturing Operations
- Manufacturing Processes
- Leadership Skills
- Talent Development
- Metrics-Based Performance Measurement

PROFESSIONAL TRAINING

- Stage Gate-based Product Development
- Six (6) Sigma Green Belt
- Continuous Improvement
- Lean Concepts
- Voice of the Customer
- Sales and Operations Planning (S&OP)

OFFICE ADDRESS

- 461 From Road, Suite 400, Paramus, NJ 07652

KEY QUALIFICATIONS

Mr. Ed Faust serves as a Senior Vice President (North Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is an accomplished professional in areas such as strategic marketing, product management, business development, and sales with broad based business to business (B2B), business to government (B2G), and business to consumer experience (B2C). Mr. Faust specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. He has proven expertise in profit and loss (P&L) management—as well as an impressive track record of success in both the identification and commercialization of new technologies, products, and services gained through managing projects for more than 55 new product offerings and 15 new service offerings.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Senior Vice President (North Region) — 2014–Present

- Responsible for all sales and operations activities in the 16 comprising the North Region of SUEZ—including five (5) service centers providing products and services to enhance the distribution and treatment systems for municipal water and wastewater handling assets and a 14-person sales team of territory managers and in-field technical personnel

SIEMENS DRIVES TECHNOLOGIES

Manager (Product Market Assessment & Planning) — 2011–2014

- Responsible for business case development, market assessment, new product road-map strategy, development of product market requirement specifications
- Responsibility extends to full portfolio of medium voltage drive products; products are marketed into oil/gas, chemical/petrochemical, metals, mining, and water/wastewater

Manager (Global Strategic Marketing)

- Implement new program to provide market intelligence and develop strategic insights to guide direction of Siemens Drive technologies to improve both strategic planning and development new business opportunities
- Lead a staff of four (4) Marketing Analysts and Project Managers with support from regional companies around the globe
- Efforts span all regions and all markets on a global basis.
- Concentration on oil and gas, power generation, metals, mining, water and wastewater, pulp and paper
- Led strategic efforts to identify, develop, and implement improvements to the process that addresses customer support, marketing, sales process and external communications
- Accelerated progress and reduced planned project completion by over six (6) months

SIEMENS WATER TECHNOLOGIES

Project Manager & Construction Engineer — 2010–2011

- Responsible for strategy development and cross-functional implementation across the marketing, sales and product management activities
- Held lead and sponsorship roles in development of new programs to drive revenues, critical and actionable market information, product portfolio and product positioning and directional drive

MARK COOSE

DIRECTOR OF OPERATIONS (NORTH REGION)

YEARS OF EXPERIENCE

- 30 Years Total

EDUCATION

- Bachelor of Science, Biology, Old Dominion University.

AREAS OF SPECIALIZATION

- Executive Operations Management
- Profit and Loss (P&L)
- Strategic Planning
- Organizational Building
- Process Improvement
- Process Efficiency
- Operational Efficiency
- Visionary Leadership
- Collaboration
- Organizational Restructuring
- Innovative Problem-Solving
- Digital Integration
- Team-Building
- Margin Improvement
- Partnership Development

PROFESSIONAL ASSOCIATIONS

- Environmental Health & Safety (EH&S) Award for Innovation (2008)

PROFESSIONAL TRAINING

- General Electric (GE) Management Development Training – Crotonville Leadership Training
  - Managers Development (Three (3)-Week Course)
  - Leadership Innovation
  - Leadership Growth
  - Public Relations Leadership

OFFICE ADDRESSES

- 517 Terrace Avenue, Virginia Beach, VA 23451

KEY QUALIFICATIONS

Mr. Mark Coose serves as a Director of Operations (North Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is accomplished executive manager with domestic and Caribbean experience in operations, profit and loss (P&L) oversight, organizational building, and process efficiencies using digital integration in start-up and growth operations. Mr. Coose specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work that is associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Director of Sales (North Region) — 2019–Present

- Effectively manages North Region operations to provide quality water storage tank services
- Responsible for the performance of the North Region service centers
- Provides coaching/assistance to optimize operational efficiency/quality of service delivery
- Ensures service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduces and sustains operational efficiencies while managing operational costs

SUEZ WATER TECHNOLOGIES AND SOLUTIONS (FORMERLY GE WATER)

Senior Network Asset Management (NAM) Fulfillment Director — 2016–2018

- Provide assessment of antiquated department supporting 120 million in sales revenue
- Developed and created the customer loyalty concept and restructured the department to a more customer centric, profitable and efficient organization
- Developed a customer loyalty organization through a process of assess, visual, and plan; executed delivery and an operational department in 12 months
- Developed digital and human interface to better support clients and regain market share
- Increased growth with two (2) largest back-to-back quarters for total sales in the mobile water division in seven (7) years.

GE WATER

NAM & Caribbean Service Leader — 2007–2016

- Orchestrated the integration of a $45M service division by combining five (5) acquired service departments—Ecolochem, Ionics, Glegg, Betz, and Zenon—into one (1) highly efficient service organization
- Combined/developed service organization for 350 employees—including regional, area, and site managers; EH&S; technical service; procurement; and training
- Provide and lead vision, direction, safety, and change management during transition
- Provide OCPH reduction and margin increases in two (2) major product lines
- Continued process improvements and productivity once the organization stabilized
- Integrated digital tools for better operations and cost savings
- Created "human performance" field model to allow remote workers to peer-manage themselves and ultimately improve work quality and safety
- Managed a team of 90 field service personnel supporting various product lines
- Delivered operating plan and improvements for product lines within GE water
- Created process improvements that allowed continuous productivity gains and visibility to operations plan
- Developed several tools—membrane push device and cap remover—to speed repairs and decrease safety risk

BRYAN MORROW

DIRECTOR OF QUALITY (NORTH REGION)

YEARS OF EXPERIENCE

- 21 Years Total

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coatings Inspector (#9135)
- NACE Certification for the Coatings Inspector Program for all certification levels—including Peer Review
- NACE Level II (2) Protective Coating Specialist (Advanced)
- Administration Certification for Subsurface Boring, Sampling, and Testing
- Geotechnical Engineering Certified Level I (1) Inspector
- Society for Protective Coatings (SSPC) C3 Competent Lead Removal Supervisor

PROFESSIONAL TRAINING

- Occupational Safety and Health Administration (OSHA) Compliance
- SSPC C-5 Trained Supervisor/ Competent Person for the De-leading of Industrial Structures

OFFICE ADDRESS

- 6150 Center Road, Lowellville, OH 44436

KEY QUALIFICATIONS

Mr. Bryan Morrow serves as the Director of Quality (North Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the effective execution of the Quality Assurance/ Quality Control (QA/QC) Program within the North Region of the United States. Mr. Morrow has extensive experience in operations, QA/QC, management, and industry technical knowledge in both the potable water and asset management industry. He is passionate about both quality and client satisfaction, and he has a proven record of improving efficiency from end-to-end delivery for maximum profitability and consistency. Mr. Morrow specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. He has been in the industry for over 21 years working in production—as well as 18 years in QA/QC. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ Advanced Solutions | Utility Service Co., Inc.

Director of Quality (North Region) — 2020–Present

- Responsible for the effective execution of the QA/QC Program in the North Region of the United States—including the District of Columbia and the following states: Connecticut, Delaware, Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Wisconsin, Illinois, Indiana, Michigan, Ohio, and Northern West Virginia.

Regional Inspection Manager (North Region) — 2005–2020

- Manages the day-to-day operations of inspection and condition assessment teams
- Technical reviews of inspection and condition assessment reports
- Writes paint and repair specifications
- Assisting in the design of the new SUEZ Safety & Health Program
- Provides technical assistance for all SUEZ inspectors dealing with field-related issues
- Provides guidance for successful completion of NACE and computer-related issues
- Developed companywide computer-based forms to transition to a paperless operation to reduce budget spending and quickly streamline the flow of paperwork to clients
- Inspected complex military installation and Department of Corrections (DOC) projects

Tank Industry Consultants

Field Inspector | Quality Assurance — 2003–2005

- Aided in the successful completion through inspection, site supervision, and technical assistance of several complex projects—each worth over $600,000

Navarro & Wright Consulting Engineers

Field Inspector — 2003–2005

- Successful completion—on time and in budget—of numerous water tower rehabilitation projects as both a site supervisor and inspector
- Supervised and inspected several complex DOC and hazardous lead abatement jobs
- Participated as a key speaker at Pennsylvania Rural Water meetings and conferences

Mid-South Tank Consultants

Field Inspector — 2003–2004

- Gained the respect of senior management while working for CPS as both a foreman and supervisor on Mid-South's projects throughout the years

JONATHAN CATO

SENIOR VICE PRESIDENT (LINES OF BUSINESS, OPERATIONS, & ENGINEERING)

YEARS OF EXPERIENCE

- 25 Years Total
- 15 Years in Water Storage Tank Asset Maintenance and Management
- Ten (10) Years of Chemical Engineering – Mining Industry

EDUCATION

- B.S. Materials and Fiber Engineering, Georgia Institute of Technology.

AREAS OF SPECIALIZATION

- Steel Water Storage Tank Asset Management and Maintenance
- Concrete Asset Management and Maintenance
- Construction Management and Maintenance
- Contract Management
- Financial Analysis
- Financial Estimating

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Society for Protective Coatings (SSPC)
- National Association of Corrosion Engineers (NACE)
- American Concrete Institute (ACI)

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jonathan Cato serves as a Senior Vice President (Lines of Business [LOBs], Operations, and Engineering) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience pertaining to all aspects of executive and project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of existing product offerings and direct clients toward the future and SUEZ's new service offerings. Mr. Cato specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Senior Vice President (Lines of Business, Operations, & Engineering) — 2019–Present

- Responsible for all lines of business, operations, and engineering services across all regions of the company

Senior Vice President (Lines of Business) — 2012–2019

- Responsible for all lines of business across all regions of the company

Vice President (Operations) — 2009–2012

- Responsible for the operations of all Service Centers across all regions of the company

General Manager (Contracting Division) — 2002–2009

- Responsible for all estimating and project management for publicly bid tank projects nationwide

Project Manager | Lead Estimator — 2000–2002

- Responsible for all estimating and project management for publicly bid tank projects nationwide

THIELE KAOLIN COMPANY

Chemical Process Engineer — 1990–1999

- Process improvement, new product development, and new process development—as well as water and wastewater environmental management

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Atlanta, GA
- Birmingham Water Works Board, AL
- City of Philadelphia, PA

DAVID FORRESTER

VICE PRESIDENT (TANKS & WATER QUALITY)

YEARS OF EXPERIENCE

- 26 Years Total
- 13 Years in Asset Maintenance

EDUCATION

- B.S. Civil Engineering, Georgia Institute of Technology, 1989.
- A.S., Engineering Technology, Middle Georgia College, 1984.

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. David Forrester serves as a Vice President (Tanks & Water Quality) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience with all aspects of project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of our existing product offerings and direct our clients toward the future and SUEZ's new service offerings. Mr. Forrester specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct all of the work associated with the requested maintenance services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Vice President (Tanks & Water Quality) — 2012–Present

- Profit and Loss (P&L) responsibility for all service lines covering eight (8) states in the southeastern region of the United States—over 2,500 potable water tanks representing 800+ municipalities currently under tank maintenance contracts, including renovations, repairs, inspections, condition assessment and emergency services

General Manager (Tank Maintenance) — 2008–2012

- Managed condition assessment and asset maintenance activities for 5,000+ potable water storage tanks across the United States
- Led collaborative efforts to develop water quality improvement solutions in potable water storage tank assets

Vice President (Communications Construction) — 2002–2008

- Responsible for a division the providing design and installation of engineered cellular installation solutions on elevated water towers across the eastern United States

KAOLIN MINING INDUSTRY

General Manager (Operations Management & Engineering) — 1989–2002

- Managed the operations and engineering of mining for Kaolin within the State of Georgia

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Raleigh, NC
- Fauquier County Service Authority, VA
- Prince William County Service Authority, VA
- City of Franklin, VA
- City of Winchester, VA
- Town of Warrenton, VA

ROBERT WEAVER

DIRECTOR OF ENVIRONMENTAL HEALTH & SAFETY (EH&S)

YEARS OF EXPERIENCE

- 15 Years Total
- 15 Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- B.S., Engineering, Southern Polytechnic University.

AREAS OF SPECIALIZATION

- Safety Practices
- Qualifying Party for Holding General Contractor's License for 15 States
- Lead Removal Competency License

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#17372)
- Society for Protective Coatings (SSPC) C-3 & C-5 Supervisor/Competent Person for Deleading of Industrial Structures (#99461)

PROFESSIONAL ASSOCIATIONS

- NACE
- SSPC

OFFICE ADDRESS

- 535 Courtney Hodges Blvd, Perry, GA 31069

KEY QUALIFICATIONS

Mr. Robert Weaver serves as the Director of Environmental Health & Safety (EH&S) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is primarily responsible for all aspects and standard practices regarding EH&S. Mr. Weaver specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Director of Environmental Health & Safety (EH&S) — 2014–Present

- Responsible for all aspects and standard practices regarding EH&S
- Implements safety practices and procedures across the entire company

Director of Operations (South Region) — 2012–2014

- Responsible for the performance of the South Region Service Centers
- Managed South Region operations to provide quality water storage tank services
- Provided coaching/assistance to optimize operation efficiency/quality of service delivery
- Ensured South Region Service Centers administer yearly safety training and follow the proper safety protocols throughout all work states and processes
- Introduced and sustained operational efficiencies while managing operational costs
- Worked closely with many clients to verify that all project needs are met as a foundation for business growth

Engineering Technical Manager & Safety Director — 1998–2012

- Managed all maintenance programs—over 6,000 included analyzing annual inspection reports, quality, and safety for all of the paint renovations

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include the:

- City of Atlanta, GA | Eight (8) Tank Renovation Package
- City of Raleigh, NC | Twenty-Two (22) Tanks on Maintenance Program

JASON G. SAYLOR, P.E.

DIRECTOR OF ENGINEERING

YEARS OF EXPERIENCE

- 26 Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- B.S., Civil Engineering, Pennsylvania State University (Penn State), 1995.

AREAS OF SPECIALIZATION

- Asset Management/Maintenance
- Infrastructure Improvement
- Construction Engineering
- Demolition/Field Engineering
- Building/Facility Engineering
- Quality Assurance/Quality Control (QA/QC)
- Budgeting & Cost Controls
- Contract Development
- Bidding/Contract Management
- Environmental Permitting
- Personnel Supervision

PROFESSIONAL CERTIFICATIONS

- Licensed Professional Engineer (P.E.)
- Construction Specifications Institute (CSI) Construction Document Technologist

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

PROFESSIONAL TRAINING

- Occupational Safety and Health Association (OSHA) Construction Safety and Health Compliance
- Confined Space Awareness
- Hazardous Communications
- First Aid | CPR

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jason Saylor, P.E., serves as the Director of Engineering for Utility Service Co., Inc. He is responsible for leading and directing the engineering team in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing engineering support services that produce the high-quality results expected from our many valued clients. Mr. Saylor and the engineering team provide full support of asset management and maintenance programs through:

- Assisting clients with completion of required documents to gain local, state, and federal approvals of projects.
- Developing technical and operational improvements to enhance delivery of services.
- Preparation and review of project designs, specifications, installation details, engineering reports, and condition assessment reports.
- Review and support of both operational and project delivery plans
- Coordinating the engineering department with the Lines of Business (LOBs), Product Managers, and Regional Management Teams to develop project plans.
- Coordinating the procurement, design, and improvement of specialized equipment with the LOB Leaders and the Director of Operations (DOS).
- Assisting the LOB Leaders and Sales Teams to negotiate project scope, specifications, and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings, and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.

Director of Engineering — **2013–Present**

- Direct oversight and leadership of engineering team
- Technical support for asset management/maintenance projects
- Corporate engineering engagement in LOB development, project delivery, QA/QC, capital improvements, and operational planning.

HERBERT, ROWLAND, AND GRUBIC, INC.

Regional Service Group Manager — **2001–2013**

- Provided oversight and leadership to regional engineering team for project planning, proposal development, project designs, and project delivery.
- Provided oversight and direction to project field personnel for construction project delivery
- Developed company-wide standards and documents for control and management of construction projects.

PROJECT EXPERIENCE

Mr. Jason Saylor, P.E., has direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries. He and his engineering team provide related engineering services for all aspects of the asset management program, including—but not limited to:

- Condition Assessments
- Evaluation of Asset Performance
- Development of Asset Maintenance and Repair Plans
- QA/QC of Asset Maintenance and Management Project Scopes

PETAR KOVACEVIC, E.I.T.

PROJECT ENGINEER III (3)

YEARS OF EXPERIENCE

- Eight (8) Years Total

EDUCATION

- B.S., Civil Engineering Technology, Southern Poly-Technical State University, 2012.
  - GPA: 3.24

AREAS OF SPECIALIZATION

- Engineering Services
- Strategic Planning
- Strategic Analysis
- Leadership

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers (ASCE)

AREAS OF SPECIALIZATION

- AutoCAD (Computer-Aided Design)
- AutoCAD Piping & Instrumentation Design (P&ID)
- Russian and Montenegrin Fluency in AutoCAD Civil
- Autodesk Inventor
- GT-Strudl 31
- Q Basic
- Nitro PDF
- STARK ES (2009)
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Petar Kovacevic serves as a Project Engineer III (3) for Utility Service Co., Inc. He is an eager and motivated Engineer with experience in both managerial and technical positions. Mr. Kovacevic has a demonstrated ability to work independently with limited supervision, while also thriving in team settings. He also excels under pressure in environments that require both attention-to-detail and adherence to deadlines. Mr. Kovacevic specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested asset maintenance services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.
Project Engineer III (3) — **2015–Present**

- Responsible for obtaining the construction permits for potable water storage tank asset renovations and upgrades in the United States
- Perform inspections and evaluate structural integrity of existing water storages
- Create new permitting procedures/standards to increase productivity/avoid costly delays
- Coordinate installation and perform startup of dewatering equipment upgrades at the Cedar Creek Wastewater Treatment Plant (WWTP) in New York—improving dewatering capability of belt filter press and reducing sludge hauling costs
- Provide both aeration and mixing systems recommendations for water storage assets, improving Trihalomethane (THM) by-product levels to an acceptable range
- Provide ongoing technical support and help with troubleshooting of dewatering equipment

AWNEX, INC.
Project Engineer — **2014–2015**

- Created/reviewed full fabrication drawings for architectural enhancement bolt-on systems
- Finished product evaluations—structural weld inspections, laboratory material tests, etc.
- Finalized installation drawings with engineering specifications for canopy/awning systems
- Aided in development of new products for clients—McDonald's, Taco Bell, Chick-fil-A, etc.
- Provided technical support for installation crews

SATKO ALLIANCE, LLC (MOSCOW, RUSSIAN FEDERATION)
Structural Engineer — **2013–2014**

- Completed structural drawings and calculations for a ten (10) story residential building (K-12) and a 20-story residential building (K-4)
- Rebar inspections, review of site super reports, and 3-D structural analysis
- Prepared structural drawing sets and engineering specifications
- Adhered to all of the latest structural standards and codes in Moscow (СНИП)

ECOLOGIX ENVIRONMENTAL SYSTEMS, LLC
Project Engineer | Civil Engineer — **2012–2013**

- Managed initiatives for a diverse range of clientele; projects ranged from $100K–$2.3M
- Full programming and installation of the secondary waste water treatment system
- Prepared proposals for packaged waste water treatment plants and equipment
- Completed a turnkey WWTP for Indiana's Fair Oaks Dairy Farms and a secondary WWTP for a mining camp in West Guinea
- Structural design of pump stations, hydraulic design/analysis, concrete slab design, P&ID drawings, installation drawings, equipment control logic, and supervision of all resources

CHRISTIE L. HOUSEMAN, P.E.

PROJECT ENGINEER II (2)

YEARS OF EXPERIENCE

- Seven (7) Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- M.S., Environmental Engineering, Mercer University, 2015.
  - GPA: 3.812
- B.S., Environmental Engineering, Mercer University, 2015.
  - Minor: Sociology
  - GPA: 3.884

AREAS OF SPECIALIZATION

- Gravity Sewer Design
- Industrial Pretreatment
- Proposal Drafting
- Utility Permitting
- Process Experience
- Strong Technical Writing
- Erosion, Pollution, and Sediment Control
- Construction Plan Production

PROFESSIONAL CERTIFICATIONS

- Licensed Professional Engineer (P.E.)
- Georgia Soil and Water Conservation Commission (GSWCC) Level II (2) Certified Plan Reviewer

SOFTWARE PROFICIENCIES

- AutoCAD (Computer-Aided Design)
- ArcGIS (Geographic Information System)
- Civil 3D
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mrs. Christie Houseman serves as a Project Engineer II (2) for Utility Service Co., Inc. She is an ambitious, hardworking, and dependable project engineer with four (4) years of experience in the municipal sector. Mrs. Houseman consistently completes projects within budget and ahead of schedule. She has also officially earned her Professional Engineer (P.E.) designation after passing the P.E. Exam in 2019. Mrs. Houseman specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.

Project Engineer II (2) — 2018–Present

- Prepare project designs, technical documents, drawings and permit applications
- Evaluate regulatory standards related to principle businesses and communicate with Operations and Service Centers to convey necessary utility renovations/rehabilitation
- Support implementation of Engineering Department strategies to standardize processes, procedures, and designs
- Work directly with State agencies to obtain approvals for proposed utility construction
- Assist utilities with project management of capital improvement projects

RINDT-MCDUFF ASSOCIATES, INC. (RMA)

Project Engineer I (1) – Municipal Water & Wastewater — 2017–2018

- Served the design and drafting needs of several project managers within the municipal water and wastewater team
- Developed construction designs, drawings and utility system maps
- Accompanied project managers on site visits, bid openings, and client meetings
- Assembled competitive proposals to win additional work for the team
- Prepared programs, reports, and ordinances, as requested by clients
- Coordinated with and provided instruction to electrical and mechanical subcontractors
- Worked with vendors to select equipment best-suited for project designs

INTEGRATED SCIENCE AND ENGINEERING, INC. (ISE)

Engineer I (1) – Water & Wastewater — 2016–2017

- Worked under the direction of project manager to address the research and design needs of both government and private clients
- Developed construction designs and drawings
- Conducted field investigations and prepare reports
- Participated in the research and selection of design equipment
- Prepared contract documents and technical specifications for bid
- Developed project cost estimates, as requested by client
- Secured all necessary permits, including—but not limited to—EPD permit for erosion, sedimentation, and pollution control, as well as railroad permits for utility crossings
- Assisted project manager in preparing preliminary assessments and designs to secure new company clients

KERRI DEFRIESS

CUSTOMER SERVICE MANAGER

YEARS OF EXPERIENCE

- 16 Years Total
- 16 Years in Customer Service
- One (1) Year in the Water and Wastewater Industry
- Seven (7) Years in Asset Maintenance
- 15 Years in Sales and Marketing
- 14 Years in Accounting, Finance, and Contract Management
- Seven (7) Years in Capital Projects and Expenses Management

EDUCATION

- B.B.A., Marketing, University of Georgia, 2004.

AREAS OF SPECIALIZATION

- Customer Service
- Sales
- Marketing
- Contract Management
- Accounting
- Finance
- Capital Projects
- Expenses Management
- Process Improvement
- Project Management

PROFESSIONAL CERTIFICATIONS

- Certified Apartment Manager (CAM)
- Real Estate License
- Fair Housing

PROFESSIONAL TRAINING

- First Aid

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Kerri deFriess serves as a Customer Service Manager for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for managing our team of Customer Account Specialists—who serve all SUEZ clients across all regions of the United States. Ms. deFriess specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. Her rather extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Customer Service Manager — 2020–Present

- Guide a team of Customer Account Specialists in evaluating client needs and encouraging a client-focused approach in problem solving
- Create and provide training resources and develop new tools to improve efficiency
- Collaborate with all other departments to streamline processes and develop or improve policies and procedures that ultimately improve our effectiveness in meeting client needs
- Create reporting to communicate client activity to upper management team and sales to provide data that will be of value in terms of trends, strategy, and financial impact

Site Management Coordinator — 2013–2020

- Contracted management for telecommunication collocations on water tower structures—including reviewing and processing contracts, amendments, exhibits, and addendums
- Performed accounts receivable (AR), accounts payable (AP), collections, reconciliations, and invoicing functions—in addition to managing annual, multi-million-dollar client split
- Streamlined processes and reduced costs in order to increase operational efficiency

ELEMENT NATIONAL MANAGEMENT / RAM PARTNERS, LLC

Property Manager — 2006–2013

- Performed all aspects of multi-family real estate management—including the staffing, finances, accounting functions, marketing, customer relations, vendor bids, negotiations, training, resolving conflicts, and capital project management
- Managed revenue and expenses to meet controllable net operating income (CNOI) goals and adhere to approved budgets
- Identified all new developments and evaluated existing competition to compare property performance and adjust business strategies to remain competitive

JOB CORPS

Career Transition Specialist — 2004–2006

- Provided post-program career services, transition assistance, and follow-up for the Job Corps graduates—servicing 70-100 graduates in up to 26 countries
- Evaluated the graduates' job skills and readiness and made recommendations for their successful transition into the workforce, school, or military
- Networked with local employers to facilitate placement opportunities for graduates

CAROLYN GRINER

CUSTOMER ACCOUNT SPECIALIST (NORTH REGION)

YEARS OF EXPERIENCE

- 25 Years Total

AREAS OF SPECIALIZATION

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of Urgency
- Ability to Accomplish Tasks
- Ability to Meet Deadlines
- Strong Verbal Skills
- Strong Writing Skills
- Issue Assessment
- Proactive Solutions

SOFTWARE PROFICIENCIES

- Oracle Database
- Salesforce
- Microsoft Office
  - Microsoft Excel
  - Microsoft OneDrive
  - Microsoft Outlook
  - Microsoft PowerPoint
  - Microsoft SharePoint
  - Microsoft Teams
  - Microsoft Word

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Carolyn Griner serves as a dedicated Customer Account Specialist (North Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for providing all of the financial information based on each client's fiscal year to aid with budget planning. She also serves as the point of contact for emergency repairs and service requests outside of regularly scheduled maintenance work. Ms. Griner provides insurance, inspection reports, service records, contract documents, and safety information—as well as additional documentation to assist clients with all regulatory reporting and compliance. Mrs. Griner specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Customer Account Specialist (North Region) — **2019–Present**

- Respond to all client inquiries—external and internal—for information
- Provide additional support to Customer Service Team and Sales Team
- Provide customized support and specialized, effective solutions
- Keep client information current in IT systems and conduct proactive programs to ensure client satisfaction with products and service offerings
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with client to ensure all departments have current info on clients.
- Prepare budget letters and send six (6) months prior to each client's fiscal year
- Provide forms of documentation to assist clients with regulatory reporting and compliance
- Prepare welcome letters to new clients
- Liaise with Sales Representatives to provide needed information to satisfy existing and prospective clients
- Incorporate salvaging efforts for clients considering canceling business
- Expedite the scheduling of any requested client meetings
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy clients' needs
- Follow up on complaints to ensure corrective actions are defined and the client is aware of our planned actions within 48 hours of complaint
- Liaise with Accounts Receivable and contact clients about delinquent billing
- Proactively contact clients according to standard operating procedures
- Prepare and monitor completion of needed addendums to contracts
- Liaise with the Operations Team—including Service Centers—as appropriate
- Perform administrative tasks for the department and the Sales Development Manager
- Provide reporting of Customer Service-related items to Manager on monthly basis
- Continually educate internal clients and peers on best practices

CERTIFICATE OF AUTHORITY

(STATE OF WISCONSIN)

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

CERTIFICATE OF AUTHORITY or REGISTRATION

Issued to

U.S.C., INC. (FICT NAME) UTILITY SERVICE CO., INC. (CORP NAME)

an organization formed under the laws of **GEORGIA**,

authorizing the organization to transact business in this state, effective **December 28, 2001**,

as a

☐ Foreign limited liability partnership, under sec. 178.45, Wis. Stats.

☐ Foreign limited partnership, under sec. 179.82, Wis. Stats

☒ Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.

☐ Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **January 7, 2002.**

RAY ALLEN, Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

See reverse for more information

DFI/CORP/22(R 2/00)

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2021

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979 CN102425067-USG.-GAWUP-21-22	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Suez Advanced Solutions, LLC Utility Service Co., Inc. PO Box 1350 Perry, GA 31069	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest National Insurance Company — 10120 INSURER B : Everest Premier Insurance Company — 16045 INSURER C : Berkley Assurance Company — 39462 INSURER D : XL Insurance America, Inc. — 24554 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-011065016-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			RM5GL00017-211	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 5,000,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			RM5CA00013-211 (AOS) FM5CA00025-211 (MA)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			US00097547LI21A	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RM5WC00021-211 (AOS) RM5WC00022-211 (MA, WI) RM5WC00047-211 (FL, ME, NJ)	01/01/2021 01/01/2021 01/01/2021	01/01/2022 01/01/2022 01/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	CONTRACTORS POLLUTION AND ERRORS & OMISSIONS			PCAB-5013504-0321 SIR - $500,000	03/02/2021	01/01/2022	PER OCCURRENCE: AGGREGATE:	1,000,000 1,000,000

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

2021 Reservoir Mixers

Contractual Liability is included in General Liability subject to policy terms and conditions.

CERTIFICATE HOLDER

City of De Pere
ATTN: Scott J. Thoresen P.E., 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
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102425067
LOC #: Morristown

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	Suez Advanced Solutions, LLC Utility Service Co., Inc. PO Box 1350 Perry, GA 31069
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Pollution
Carrier: Axis Surplus Insurance Company
Policy: ELZ651650/01/2021
Policy Dates: 3/2/2021 to 1/1/2022
Limits: $10,000,000 Aggregate: $10,000,000

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ISO 9001:2015 CERTIFICATION

BUREAU VERITAS
Certification

SUEZ ADVANCED SOLUTIONS

1230 PEACHTREE ST NE, SUITE 1100
ATLANTA, GA 30309 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

PROVIDES REHABILITATION SERVICES AND ASSET MAINTENANCE PROGRAMS FOR MUNICIPAL AND INDUSTRIAL WATER DISTRIBUTION SYSTEMS

Original cycle start date: **January 12 2018**

Certification / Recertification cycle start date: **January 12 2018**

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: **January 11 2021**

Certificate No. ***US011018*** Version: **1**

Signed on behalf BVCH SAS – UK Branch

*Certification body address: **5th Floor, 66 Prescot Street, London E1 8HG, United Kingdom***
*Local office: **16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060***

*Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: **+(800) 937-9311***

UKAS MANAGEMENT SYSTEMS
0008

BUREAU VERITAS
Certification

SUEZ ADVANCED SOLUTIONS

APPENDIX TO CERTIFICATE NO. : US011018-1

ISO 9001:2015

Sites Certified

SITE	ADDRESS	SCOPE
SUEZ ADVANCED SOLUTIONS – HQ (UTILITY SERVICE)	1230 PEACHTREE ST NE, SUITE 1100 , ATLANTA, GA, 30309, USA	PROVIDES REHABILITATION SERVICES AND ASSET MAINTENANCE PROGRAMS FOR MUNICIPAL AND INDUSTRIAL WATER DISTRIBUTION SYSTEMS
PROCTOR, ARKANSAS – SERVICE SITE	12748 US HWY 70 , PROCTOR, AR, 72376, USA	CLEANING, BLASTING AND PAINTING
PERRY, GEORGIA – SERVICE SITE	141 HICKS DRIVE , PERRY, GA, 31069, USA	CLEANING, BLASTING AND PAINTING
NEW LENOX, ILLINOIS – SERVICE SITE	900 COUNTRY CREEK DR , NEW LENOX, IL, 60451, USA	CLEANING, BLASTING AND PAINTING
LOWELVILLE, OHIO – SERVICE SITE	6150 CENTER RD , LOWELVILLE, OH, 44436, USA	CLEANING, BLASTING AND PAINTING
PITTSBURG, KANSAS – SERVICE SITE	1259 S 220TH STREET , PITTSBURG, KS, 66762, USA	CLEANING, BLASTING AND PAINTING

Certificate No. ***US011018*** *Version:* **1**

Signed on behalf BVCH SAS – UK Branch

UKAS MANAGEMENT SYSTEMS
0008

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Local office: ***16800 Greenspoint Park Drive, Suite 300S, Houston, Texas USA***

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BUREAU VERITAS
Certification

SUEZ ADVANCED SOLUTIONS

APPENDIX TO CERTIFICATE NO. : US011018-1

ISO 9001:2015

Sites Certified

SITE	ADDRESS	SCOPE
NEW YORK - BRIDGEWATER, MASSACHUSETS – SERVICE SITE	128 ELM STREET , BIRDGEWATER, MA, 02324, USA	CLEANING, BLASTING AND PAINTING
MA / MERITHEW – BRIDGEWATER, MASSACUSETS - INSPECTION	128 ELM STREET , BRIDGEWATER, MA, 02324, USA	CLEANING, INSPECTION
MADISON, NORTH CAROLINA – SERVICE SITE	200 OLD COVERED BRIDGE RD , MADISON, NC, 27025, USA	CLEANING, BLASTING AND PAINTING
CYPRESS, TEXAS – SERVICE SITE	16002 KITZMAN ROAD , CYPRESS, TX, 77429, USA	CLEANING, BLASTING AND PAINTING
ADMINISTRATIVE PERRY OFFICE	535 COURTNEY HODGES BLVD , PERRY, GA, 31069, USA	ADMINISTRATIVE
SAN JACINTO, CALIFORNIA – SERVICE SITE	711 W ESPLANDE AVE, STE G , SAN JACINTO, CA, 92582, USA	CLEANING, BLASTING AND PAINTING

Certificate No. ***US011018*** *Version:* **1**

Signed on behalf BVCH SAS – UK Branch

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0008

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CASE STUDY

(MUNICIPAL AUTHORITY OF WESTMORELAND COUNTY, PA)

CASE STUDY
WATER TANK MIXING

Municipal Authority of Westmoreland, PA

Project Summary

Customer:
Municipal Authority of Westmoreland, PA

Type of Project:
Water quality and tank compliance focused projects adding PAX Mixings Systems and PowerVents to the systems distribution storage tanks

Date: 2017

Results:
- Maintained chlorine residual
- Prevented icing in winter
- Prevented stratification in summer
- Reduced disinfection byproducts (DBPs)

"This combined solution helps maintain a consistent residual disinfectant level along with a reduction in water age in our large regional storage tanks. It has also decreased disinfection byproducts." - *Mark Stoner, Water Quality Superintendent*

Westmoreland County is located in Pennsylvania's Laurel Highlands, 30 miles southeast of downtown Pittsburgh and within 200 miles of major metropolitan areas like Baltimore, Cleveland and Washington, D.C. It is home to major companies like Kennametal, Elliott Group, Philips Respironics and Siemens. And it boasts a number of tourist attractions like Fort Ligonier, Historic Hanna's Town, West Overton Village and Bushy Run Battlefield.

The Municipal Authority of Westmoreland County (MAWC) provides water service and wastewater treatment for 125,000 of the county's 350,000 residents, maintaining 70 plus water tanks and three water treatment plants. In 2016, the authority launched a $130 million reinvestment program, including a water quality proactive initiative.

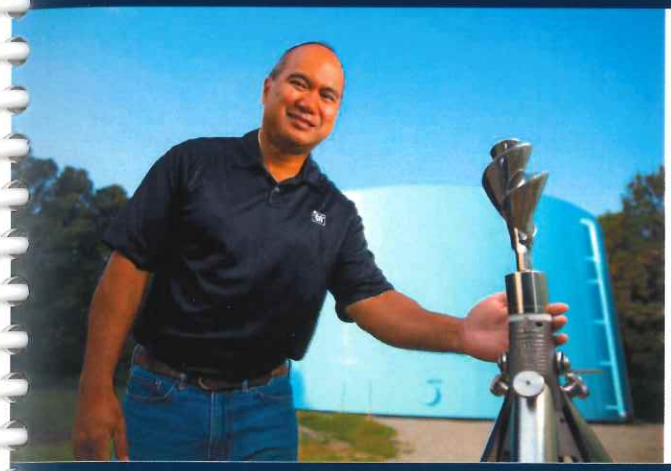
Staying proactive

The county has always been very proactive in maintaining the quality of the drinking water it delivers to its customers.

As a result, the authority has always been in compliance with water quality standards enforced by the Pennsylvania Department of Environmental Protection (DEP).

However, MAWC recognized that those standards are constantly changing. And the authority wanted to make sure it complied with the regs and avoided the fines and other sanctions DEP could impose if it didn't.

"The comprehensive PAX solution we implemented allows us to accomplish our primary goal of maintaining excellent water quality and providing customers with safe and affordable drinking water." - *Mark Stoner, Water Quality Superintendent*



Dealing with stratification

The main issue the authority needed to deal with was stratification of the water in the tanks. And the problem was significant, according to Dan Frum, water system consultant for SUEZ Advanced Solutions. In a yearlong test, he says, temperatures varied by 10 degrees from the top of the tank to the bottom, enough to cause problems. Like icing in the winter or poor water quality in the summer that occurs when the chlorine disinfectant migrates to the bottom and leaves old water – with relatively low chlorine levels – at the top of the tank.

SUEZ proposed the installation of a PAX mixer to circulate water inside the tank and treat the entire volume, adding PAX Mixing/PowerVent Combo Systems to remove disinfection byproducts like trihalomethanes (THM) that accumulate in the tank headspace as the chlorine reacts with naturally occurring organic matter. In the test mentioned above, the PAX Mixing/PowerVent Combo Systems installed by SUEZ maintained a constant temperature equilibrium throughout the tank, keeping chlorine levels consistent and maximizing THM removal while minimizing cost.

Standardizing the approach

After a brief trial, the authority standardized on the PAX Mixing/PowerVent Combo solution and has equipped 30 of its 70 plus tanks with the updated technology. It plans to update the remaining tanks in the next few years.

As a result of the changes, the authority is providing better service and better water quality, while meeting DEP standards for minimum chlorine residual now and in the future.

In fact, the American Water Works Association recently recognized the authority for having the best tasting water in Pennsylvania.

Without tank mixing, there is significant temperature stratification – up to 10 degrees difference between the temperature at the top of the tank and the bottom of the tank.

With the PAX PowerVent system, temperatures are much more consistent.

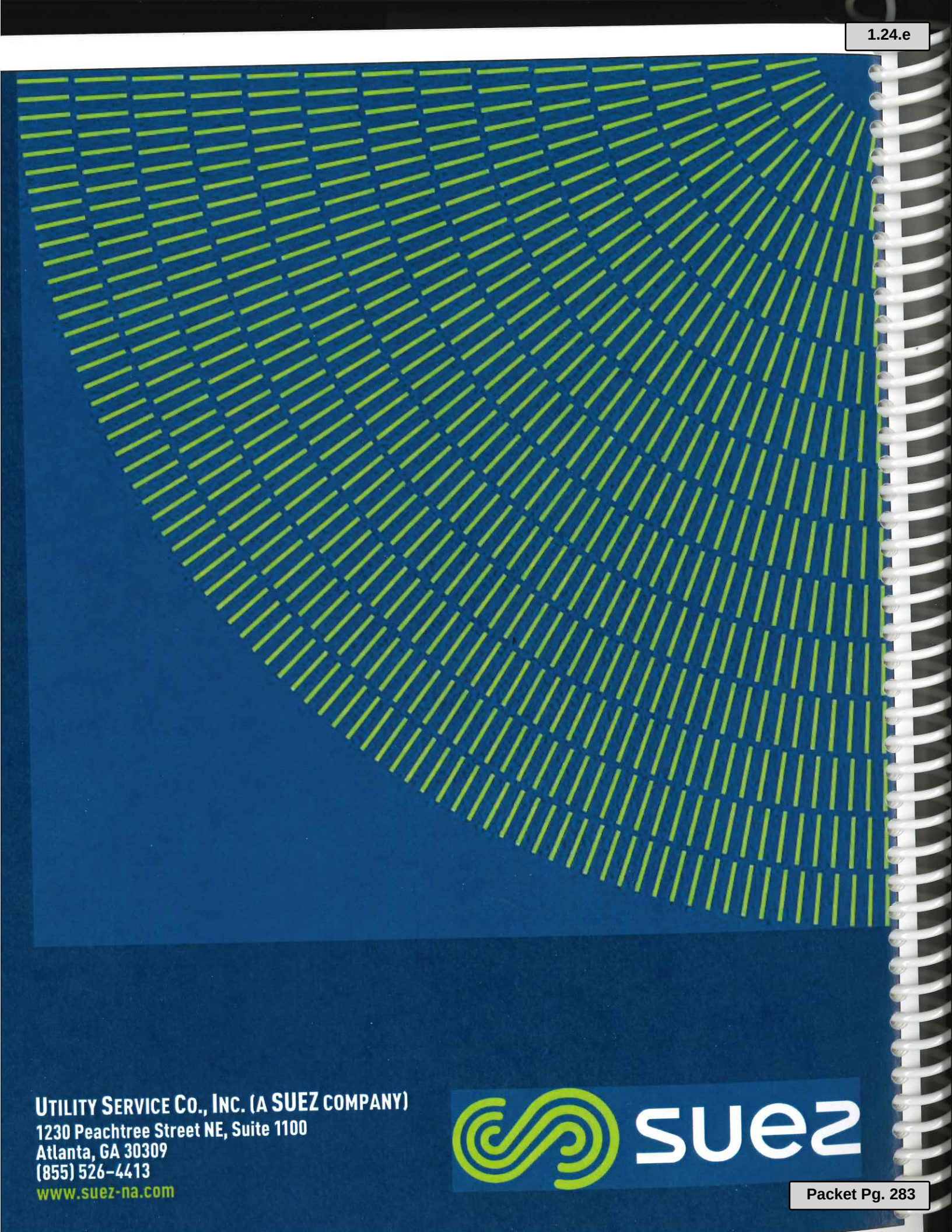
CS_MIX_Rev0_2017 | © Utility Service Co., Inc.

Utility Service Co., Inc.

1230 Peachtree Street, NE
Suite 1100 | Promenade Building
Atlanta, GA 30309

Tel: 855-526-4413 | www.utilityservice.com

suez



UTILITY SERVICE CO., INC. (A SUEZ COMPANY)
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526-4413
www.suez-na.com

suez

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #21-52 Authorizing Agreement for Consulting Services Between City of De Pere and Ferguson Enterprises, LLC d/b/a Davies Water/Ferguson Waterworks (2021 Leak Detection Survey).**

The Board of Public Works at the April 12, 2021 Meeting approved the proposal for Leak Detection Survey Services from Ferguson Waterworks Services in the amount of $17,500 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City currently is experiencing approximately an 18% water loss per the 2019 Public Service Commission report in the system. In order to determine where the water loss is, staff has requested proposals from firms that perform leak detection surveys. The intent of the survey is to locate where the leaks are in the system so that they can be fixed and reduce our water loss. The last leak detection survey was done in 2019 which found 22 leaks for an estimated loss of 64.6 gallons per minute. Estimated annual savings once leaks were repaired was $168,410.

During our planning of this project, staff talked to other communities in the area to see if they had any plans for performing a leak detection survey for the upcoming year. It turns out that the Village of Allouez and the Village of Bellevue intended to do the same. Therefore, the City bid this project as a joint project with the Village of Allouez and the Village of Bellevue (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited six (6) companies for proposals and has received (See attached proposals received) the following quotes for performing the leak detection survey:

Ferguson Waterworks Services, Appleton, WI	= $ 17,500
ME Simpson Company, Waukegan, IL	= $ 65,884.50
AECOM, Milwaukee, WI	= No Bid
Utility Service Associates, Seattle, WA	= No Bid
Westrum Leak Detection, Stratford, IA	= No Bid
Waterworks Services, Wausau, WI	= No Bid

After reviewing the proposals, it is recommended that City hire Ferguson Waterworks Services, of Appleton, WI to perform the water leak detection survey in the amount of $ 17,500. The funding for this project was approved under the 2021 water utility budget under capital projects in the amount of $30,000.

If you should have any questions or concerns regarding this matter, feel free to contact my office.

ATTACHMENTS:

- Reso21-52 (PDF)
- Ferguson (leak detection) 4-12-21-189-004-15 (PDF)
- Exhibit A-Ferguson (PDF)
- Exhibit B-Ferguson Enterprises, LLC (PDF)
- Ferguson Proposal (PDF)
- M.E. Simpson Proposal (PDF)

RESOLUTION #21-52

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEENTHE CITY OF DE PERE AND FERGUSON ENTERPRISES, LLC d/b/a DAVIES WATER/FERGUSON WATERWORKS (2021 Leak Detection Survey)

WHEREAS, the City is in need of consulting services to complete a leak detection survey of its water distribution system; and

WHEREAS, Ferguson Enterprises, LLC, d/b/a Davis Water/Ferguson Waterworks has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, LLC d/b/a Davies Water/Ferguson Waterworks, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of April, 2021.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 04/12/2021

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND FERGUSON ENTERPRISES, LLC, d/b/a DAVIES WATER/FERGUSON WATERWORKS (2021 Leak Detection Survey)

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, a Wisconsin municipal corporation, ("City"), a Wisconsin municipal corporation and Ferguson Enterprises, LLC, d/b/a Davies Water/Ferguson Waterworks, a foreign limited liability company authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consulting services to complete a leak detection survey of its water distribution system; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and equipment necessary to accomplish the leak detection survey within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 22, 2021 (Exhibit A) and Consultant's Proposal thereto dated March 29, 2021 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions submitted as part of Consultant's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform the leak detection survey tasks described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items concerning the project as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIAILITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by September 30, 2021. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept the compensation set forth in Exhibit B. Consultant shall provide a detailed invoice based upon work completed to City's Water Utility following Consultant's provision of the final report showing the results of the leak detection survey. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for specials services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension

exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Davies Water/Ferguson Waterworks
Attention: John Paalman, Division Manager
5350 North Richmond Street
Appleton, WI 54913

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

FERGUSON ENTERPRISES, LLC d/b/a DAVIES WATER/FERGUSON WATERWORKS

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Title: _____

CITY OF DE PERE

By: _____

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant\Ferguson (leak detection)4-12-21-189-004-15.docx

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org

February 22, 2021

RE: Request for Proposals
2021 Leak Detection Survey

The Village of Allouez, Village of Bellevue, and the City of De Pere are requesting a proposal from your firm to perform a comprehensive leak detection survey for the water distribution system in each community. The work under this proposal includes the labor and equipment to undertake the leak detection survey for each community to pinpoint any and all leaks on the water mains, valves, hydrants, service boxes, and services of the distribution system listed for each community under "system description".

Village of Allouez System Description

Watermain Material Type	Feet
AC	56,901
Metal	86,398
PVC	195,150
TOTAL=	**338,449**

Village of Bellevue East Side System Description

Type of Main	Size	Footage
AC	4"	173.8
AC	6"	6,084.12
AC	8"	13,332.82
AC	10"	14,296.16
AC	12"	1,221.55
AC	14"	2,559.31
CAST	4"	3.4
CAST	10"	1,994.03
CAST	14"	1,383.83

DI	8"	950.42
DI	10"	247.8
PVC	6"	16,035.06
PVC	8"	82,869.29
PVC	10"	23,662.12
PVC	12"	6,465.49
PVC	16"	5,791.37
PVC	20"	487
TOTAL		**177557.57**

Hydrants	397
Curb Stops	2,041
Water Valves	798
Water Laterals	3,382

City of De Pere System Description

Watermain Diameter			**Watermain Material**	
Diameter	**Feet**		**Type**	**Feet**
4" or less	12,519		Asbestos Cement	6,248
6"	156,197		Cast Iron	148,410
8"	209,512		Ductile Iron	143,556
10"	100,350		PVC	332,532
12"	147,659		Unknown	1,785
16"	6,294			
TOTAL=	**632,531**		**TOTAL=**	**632,531**

Hydrants	1,314
Curb Stops	7,494
Water Valves	2,143

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.

2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". All equipment used will be non-intrusive. The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe

appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to. All water services shall be listened to including 100% of the curb boxes which includes those on the PVC portion of the distribution system.

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.

4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.

5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.

6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:

    - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM

    - Village of Bellevue: Monday – Friday 7:00 AM to 3:30 PM

    - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM

7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.

8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.

9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.

10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

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

1) The Water Utility has received the final report showing the results of the leak detection survey.

2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by September 30, 2021.

Indemnification:

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

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Description of Methodology: The proposals must include a brief description of the methodology proposed to perform the leak detection survey. The description should include a description of the technology and equipment to be used to detect the leak (acoustic, ultrasonic, tracer, etc.) and the means to estimate leak volume. Include any innovative methods and their benefit to the project.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the survey and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"2021 Leak Detection Survey"** on envelope is 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 no later than 2 p.m. Central Standard Time on March 31, 2021.

The Village of Allouez, Village of Bellevue, and 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 respective City Council or Village Boards deems most favorable to the best interest of their community;

If you have any questions regarding Village of Allouez's water distribution system or leak detection survey please call Mike Mahloch, Water Foreman, at (920)-621-8745.

If you have any questions regarding Village of Bellevue's water distribution system or leak detection survey please call Shawn Geiger at (920) 593-5517.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Village of Allouez Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Allouez Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Allouez's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____	_____
Signature of Bidder	Date
_____	_____
Print or Type Name of Bidder	Title
_____	_____
Signature of Owner	Date
_____	_____
Print or Type Name of Owner	Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

Village of Bellevue Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Bellevue Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Bellevue's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

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

Lump Sum Price for Leak Detection Survey: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

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

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

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

DAVIES WATER
A division of
FERGUSON
a WOLSELEY company

Leak Detection Survey Proposal

3/29/2021

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with **sonic detection equipment and computer correlation equipment** on the entire water distribution system. The survey will be conducted utilizing the following two methods

2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which leaks will be located with a computer programmed leak correlator

3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

4. A daily report of any leaks will be provided. Hydrant leaks will need to be fixed in a timely manner so areas may be rechecked for underlying leaks.

5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main. **Note**. GPM is an estimate only.

B. Client's Responsibilities Apply for all Scopes of work.

Client, at its expense, shall provide Davies Services the following information and assistance in a timely manner so as not to delay the project.

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.

2. Clearly mark and provide access to valves and curb stops by uncovering and cleaning valves and curb boxes where required prior to initiation of field activities.

Best regards,

John Paalman
Division Manager

DAVIES WATER
A division of
FERGUSON
a WOLSELEY company

3-29-2021

Experience.
John Paalman **23 years in water leak detection. Plastic and iron**
Steve Neumann **17 years in water leak detection. Plastic and iron**

CUSTOMER REFERENCES

Mark Nollenburg	Waupaca Water	715-258-4423
Bill Caberly	Nekoosa Water	715-459-1857
Eric Zagyrlicke	Depere Water	920-574-1443
Travis Thull	West Bend	262-483-4186
Vance Henning	Brandon Water Utilities	920-960-9727

More references available upon request.

More references available upon request.

Sincerely,

John Paalman
Davies Services

City of De Pere Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

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

Lump Sum Price for Leak Detection Survey: $ 17,500.00

Ferguson Waterworks
Name of Firm

5350 N Richmond St | Appleton, WI 54913
Address of Firm

(920) 740-3131 (cell) | (920) 731-3252 (office)
Telephone Number

(920) 731-2305
Fax Number

John.padlman@ferguson.com
Email Address

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

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

Signature of Bidder

3/29/21
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Estimated Start Date: July - August

Estimated Work Days to Complete: 20

DAVIES WATER
A division of
FERGUSON
a WOLSELEY company

Leak Detection Survey Proposal

3/29/2021

A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with **sonic detection equipment and computer correlation equipment** on the entire water distribution system. The survey will be conducted utilizing the following two methods

2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which leaks will be located with a computer programmed leak correlator

3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

4. A daily report of any leaks will be provided. Hydrant leaks will need to be fixed in a timely manner so areas may be rechecked for underlying leaks.

5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main. **Note**. GPM is an estimate only.

B. Client's Responsibilities Apply for all Scopes of work.

DAVIES WATER
A division of
FERGUSON
a WOLSELEY company

3-29-2021

Experience.
John Paalman **23 years in water leak detection. Plastic and iron**
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CUSTOMER REFERENCES

Mark Nollenburg	Waupaca Water	715-258-4423
Bill Caberly	Nekoosa Water	715-459-1857
Eric Zagyrlicke	Depere Water	920-574-1443
Travis Thull	West Bend	262-483-4186
Vance Henning	Brandon Water Utilities	920-960-9727

More references available upon request.

More references available upon request.

Sincerely,

John Paalman
Davies Services

Client, at its expense, shall provide Davies Services the following information and assistance in a timely manner so as not to delay the project.

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.

2. Clearly mark and provide access to valves and curb stops by uncovering and cleaning valves and curb boxes where required prior to initiation of field activities.

Best regards,

John Paalman
Division Manager

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org

February 22, 2021

RE: Request for Proposals
2021 Leak Detection Survey

The Village of Allouez, Village of Bellevue, and the City of De Pere are requesting a proposal from your firm to perform a comprehensive leak detection survey for the water distribution system in each community. The work under this proposal includes the labor and equipment to undertake the leak detection survey for each community to pinpoint any and all leaks on the water mains, valves, hydrants, service boxes, and services of the distribution system listed for each community under "system description".

Village of Allouez System Description

Watermain Material Type	Feet
AC	56,901
Metal	86,398
PVC	195,150
TOTAL=	**338,449**

Village of Bellevue East Side System Description

Type of Main	Size	Footage
AC	4"	173.8
AC	6"	6,084.12
AC	8"	13,332.82
AC	10"	14,296.16
AC	12"	1,221.55
AC	14"	2,559.31
CAST	4"	3.4
CAST	10"	1,994.03
CAST	14"	1,383.83

DI	8"	950.42
DI	10"	247.8
PVC	6"	16,035.06
PVC	8"	82,869.29
PVC	10"	23,662.12
PVC	12"	6,465.49
PVC	16"	5,791.37
PVC	20"	487
TOTAL		**177557.57**

Hydrants	397
Curb Stops	2,041
Water Valves	798
Water Laterals	3,382

City of De Pere System Description

Watermain Diameter			**Watermain Material**	
Diameter	**Feet**		**Type**	**Feet**
4" or less	12,519		Asbestos Cement	6,248
6"	156,197		Cast Iron	148,410
8"	209,512		Ductile Iron	143,556
10"	100,350		PVC	332,532
12"	147,659		Unknown	1,785
16"	6,294			
TOTAL=	**632,531**		**TOTAL=**	**632,531**

Hydrants	1,314
Curb Stops	7,494
Water Valves	2,143

Scope of Work:

1. Review existing water distribution system maps, street maps, and pertinent water system reports for each community.

2. Contractor shall utilize equipment and methodology to listen and identify potential leaks on Water Utility's distribution system as listed above under "system description". All equipment used will be non-intrusive. The leak detection survey shall include the water main, valves, hydrants, services, and curb boxes. Contact shall be made with pipe

appurtenances at intervals no greater than 350 feet where contact points are available and accessible. All hydrants and main line valves shall be listened to. All water services shall be listened to including 100% of the curb boxes which includes those on the PVC portion of the distribution system.

3. Contractor is responsible to provide all equipment, manpower, materials, and transportation required to conduct accurate leak detection survey.

4. The Contractor shall conduct the leak detection survey with limited disruption to the current operation of the Water Utility's water distribution system. The Contractor shall coordinate the survey with the Water Utility. The Water Utility staff shall operate all valves, hydrants, and curb stops.

5. The Contractor shall conduct the leak detection survey with minimal disruption to traffic. The Contractor personnel shall comply with all traffic regulations and Manual of Uniform Traffic Control Device requirements for working within the street.

6. With prior approval, the Contractor is permitted to perform the leak detection survey during weekends and abnormal working hours, to avoid heavy traffic and/or noise. Note that the Water Utility is only available to provide guidance and answer questions during the following hours:

    - Village of Allouez: Monday – Thursday 6:30 AM to 3:30 PM; Friday 6:30 AM to 10:30 AM
    - Village of Bellevue: Monday – Friday 7:00 AM to 3:30 PM
    - City of De Pere: Monday – Friday 7:00 AM to 3:30 PM

7. When a leak is suspected on a water service, the Water Utility shall turn off the water at the curb stop box and the contractor shall listen to determine if the leak is on the homeowner's side of the curb box.

8. Contractor shall prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities. Contractor shall also note any map errors in the course of carrying out the leak detection survey.

9. The contractor shall prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.

10. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Payment:

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

1) The Water Utility has received the final report showing the results of the leak detection survey.

2) A detailed invoice is submitted to Water Utility for the work has been completed.

Schedule:

It is intended that the entire water distribution system be surveyed in one mobilization for each Water Utility. The survey for each Water Utility shall be completed by September 30, 2021.

Indemnification:

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

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1) Description of Methodology: The proposals must include a brief description of the methodology proposed to perform the leak detection survey. The description should include a description of the technology and equipment to be used to detect the leak (acoustic, ultrasonic, tracer, etc.) and the means to estimate leak volume. Include any innovative methods and their benefit to the project.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the survey and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"2021 Leak Detection Survey"** on envelope is 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 no later than 2 p.m. Central Standard Time on March 31, 2021.

The Village of Allouez, Village of Bellevue, and 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 respective City Council or Village Boards deems most favorable to the best interest of their community;

If you have any questions regarding Village of Allouez's water distribution system or leak detection survey please call Mike Mahloch, Water Foreman, at (920)-621-8745.

If you have any questions regarding Village of Bellevue's water distribution system or leak detection survey please call Shawn Geiger at (920) 593-5517.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Eric Zygarlicke at (920) 339-4063.

Questions may also be emailed to sthoresen@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Village of Allouez Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Allouez Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Allouez's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $ 9,600.00

Ferguson Waterworks
Name of Firm

5350 N Richmond St. / Appleton, WI 54913
Address of Firm

(920) 731-3252 | (920)-740-3131-Cell
Telephone Number

(920) 731-2305
Fax Number

John.Paalman@ferguson.com
Email Address

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

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

Signature of Bidder

3/29/21
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Signature of Owner

Date

Print or Type Name of Owner

Title

Estimated Start Date: May - July

Estimated Work Days to Complete: May - July

Village of Bellevue Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Bellevue Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Bellevue's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $ 7,500.00

Ferguson Waterworks
Name of Firm

5350 N Richmond St. | Appleton, WI 54913
Address of Firm

920-731-3252 | cell 920-740-3131
Telephone Number

920-731-2305
Fax Number

John.paalman@ferguson.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Ferguson Waterworks and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

3/29/21
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Estimated Start Date: June- August

Estimated Work Days to Complete: 5

City of De Pere Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

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

Lump Sum Price for Leak Detection Survey: $ 17,500.00

Ferguson Waterworks
Name of Firm

5350 N Richmond St | Appleton, WI 54913
Address of Firm

(920) 740-3131 (cell) | (920) 731-3252 (office)
Telephone Number

(920) 731-2305
Fax Number

John.padlman@ferguson.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Ferguson Waterworks and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

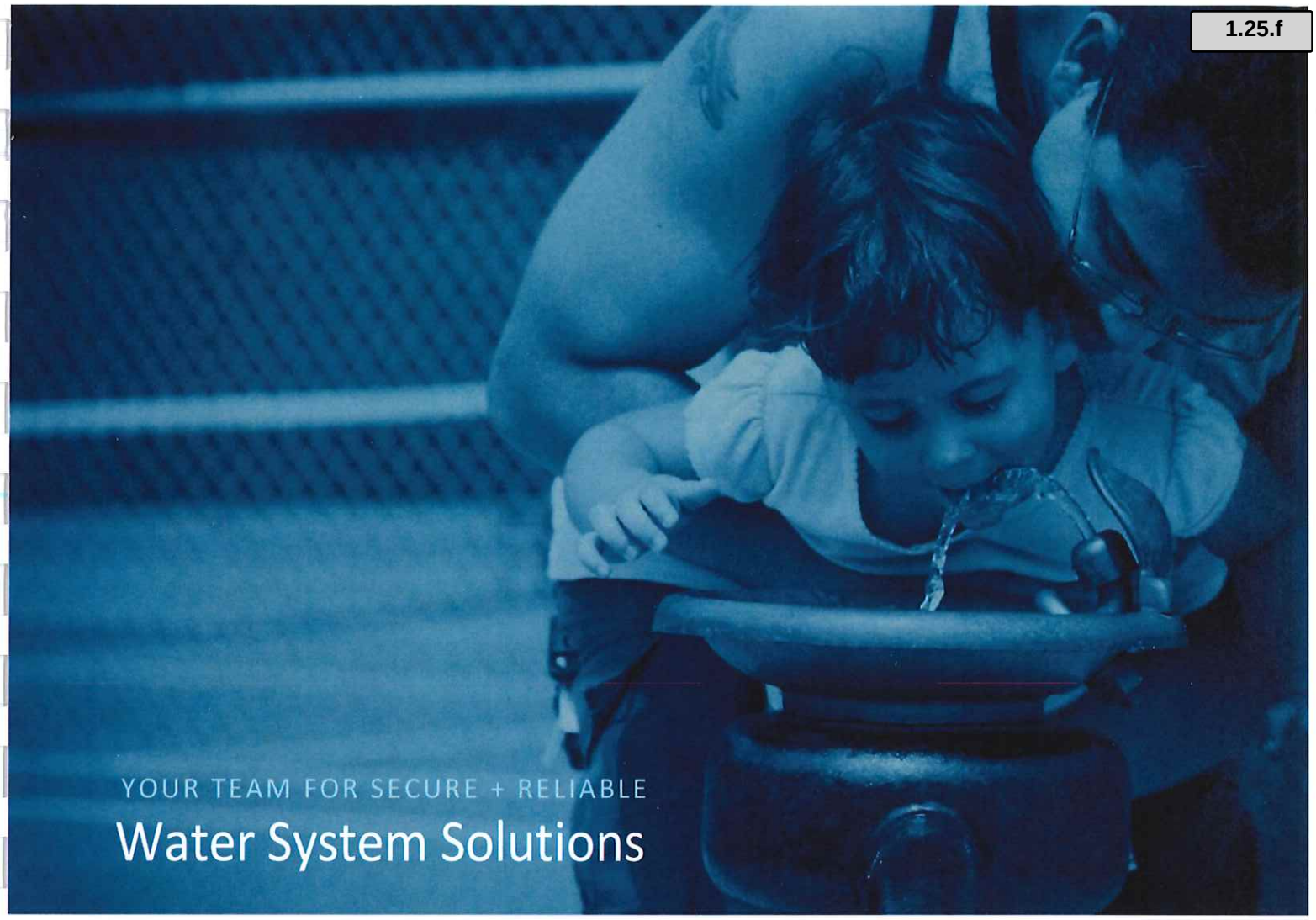
3/29/21
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Estimated Start Date: July - August

Estimated Work Days to Complete: 20



RFP TO PROVIDE

The Village of Allouez, Village of Bellevue & City of De Pere, Wisconsin

2021 Leak Detection Survey

Due: March 31, 2021 at 2:00 PM

M.E. SIMPSON Co., Inc.

M.E. SIMPSON Co., Inc.

March 31, 2021

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

RE: PROPOSAL FOR A 2021 LEAK DETECTION SURVEY

Dear Mr. Thoresen,

M.E. Simpson Co., Inc. is pleased to present the Village of Allouez, Village of Bellevue and the City of De Pere, Wisconsin our proposal for a 2021 Leak Detection Survey. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our FELL services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joen@mesimpson.com

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Village of Allouez Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Allouez Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Allouez's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $35,255.00

M.E. Simpson Co., Inc.
Name of Firm

3406 Enterprise Ave., Valparaiso, Indiana 46383
Address of Firm

(800) 255-1521
Telephone Number

(888) 531-2444
Fax Number

joen@mesimpson.com
Email Address

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

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

Signature of Bidder

3/23/21
Date

Joe Nepras
Print or Type Name of Bidder

Regional Sales Manager
Title

Signature of Owner

3/29/21
Date

Michael D. Simpson
Print or Type Name of Owner

Chief Executive Officer
Title

Estimated Start Date: 7/5/21

Estimated Work Days to Complete: 35

Village of Bellevue Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Bellevue Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Bellevue's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: $18,491.00

M.E. Simpson Co., Inc.
Name of Firm

3406 Enterprise Ave., Valparaiso, Indiana 46383
Address of Firm

(800) 255-1521
Telephone Number

(888) 531-2444
Fax Number

Joen@mesimpson.com
Email Address

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

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

Signature of Bidder

3/23/21
Date

Joe Nepras
Print or Type Name of Bidder

Regional Sales Manager
Title

Estimated Start Date: 7/5/21

Estimated Work Days to Complete: 35

City of De Pere Water Utility
2021 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

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

Lump Sum Price for Leak Detection Survey: $65,884.50

M.E. Simpson Co., Inc.
Name of Firm

3406 Enterprise Ave., Valparaiso, Indiana
Address of Firm

(800) 255-1521
Telephone Number

(888) 531-2444
Fax Number

Joen@mesimpson.com
Email Address

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

Signature of Bidder

3/23/21
Date

Joe Nepras
Print or Type Name of Bidder

Regional Sales Manager
Title

Estimated Start Date: 7/5/21

Estimated Work Days to Complete: 35

FIRM HISTORY

M.E. Simpson Co., Inc. was founded in 1979 by Marvin E. Simpson. We are based out of Valparaiso, Indiana, near Chicago, Illinois. Our firm has become the industry leader in developing and providing water loss assessment and distribution system asset management programs and services, aiding our clients in maximizing their peak performance for their water distribution systems. We offer the highest quality Technical and Professional Services, using state-of-the art technologies and highly skilled and trained professionals. Our staff has developed a host of high-tech programs that will ensure that your Utility will be proactive in dealing with your water distribution systems. "Crumbling infrastructure, inaccurate records, conservation, sustainability, water quality, water loss, economic conditions, revenue shortfalls, being green, having enough water"; these are all statements and buzz words in today's society. Currently in the water industry, these words are our reality, thus making them our responsibility.

We've maximized distribution system performance and optimized distribution system data, records, and mapping for all our clients. To date, we have provided Water Loss Control programs that have included over 80,000 Large Water Meters serviced (including several utilities in Georgia), 100,000 miles of Leak Detection services and numerous water audit programs. Our Asset Management services have documented over 500,000 valves located and exercised. Our Fire Hydrant Flow testing program has recorded 80,000 fire hydrants inspected, flow tested, and water main capacity information developed.

Leak Detection History

M.E. Simpson Co., Inc. developed its Water Distribution Leak Survey services in 1987. Since then, we've improved the program so now it is a fundamental water loss control program for our clients.

Our Water Distribution Leak Survey services have been employed since 1987 in a majority of municipalities around the Chicago Metro Area and the Midwest and have spread to other utilities across the US. These programs have benefited municipalities from small systems consisting of 5 miles of pipe to systems with several thousands of miles of pipe. Additionally, our crews have been deployed to several locations throughout the United States including Georgia, California, and overseas to help utilities with their distribution system leakage issues. Our crews have the unique ability to be able to respond to individual Utility requests because of the cross training they have received performing all the services M.E. Simpson Co. Inc. provides.

Our project manager and personnel have all the equipment and abilities necessary to perform your leak survey and respond to any needs that the Utility may have. We are proud of the work we have performed using the latest technology and meeting the needs of "our customer" the Water Works Industry. We have played an important role in educating utilities about the need for and efficiency of annual water loss programs.

Leak Survey Project Understanding

The Utilities are seeking a qualified firm to provide services for a Water Distribution Leak Detection Survey. The program is needed to be able to identify and quantify specific leakage issues that are occurring in the water distribution system with the end aim of being able to provide specific directions for location and ultimate repair of the leaks and an overall reduction in the system's water losses.

SCOPE OF WORK

Leak Detection Survey

The Field Scope of Service for the Leak Detection Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the Utility. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- Work in an orderly and **safe** manner to ensure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- All Field Staff will have readily observable identification badges worn while in the field.
- The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- Listening points of contact will be valves, hydrants, service valves or meter settings. The preference of listening points in order as follows, direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500' between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300' between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150' between listening points.
- A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.
- The Project Team will use "State of the Art" Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the

ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.

- The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- It may be necessary to conduct parts of the Leak Survey during "off hours" such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- Leaks verified on the customer's side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers' side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- If the Utility requests leak locations beyond the service shut off on the customer's side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.
- The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital**, **TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- **RADIO Detection** Line Locators.
- **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- **All necessary valve keys and hand tools.**
- Truck mounted arrow board/signage and warning lights.
- Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to ensure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to ensure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not "masking" another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined."

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

Effective communication... accurate documentation... **Ensuring the success for the leak survey**

- Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- **The Project Manager will** meet with the Utility regularly for a progress report.
- **Prepare a progress report** at monthly intervals for the Utility if requested.
- Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in the Utility preferred format). The list will also be included with the final report that will include the following:
  1. Mechanical deficiencies discovered.
  2. Mapping errors on the water atlas.
  3. Type of monitored appurtenances.
  4. Location of same for leaks discovered.
  5. Total estimated loss
- Provide a paper map with numbered location IDs and ArcGIS files showing a point location for each leak. The ArcGIS shapefile/geodatabase shall include the following attribute fields:
  1. Location per sub-meter GPS.
  2. Date of leak test.
  3. Estimated severity in GPM.
  4. Notes (as applicable).
- **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

  A cost benefit analysis of the survey based on the "cost to produce" water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. **This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.**

Assumptions & Services Provided by the Utility

- The Utility will provide access to documents, records, electronic and paper maps, and data sources. These detailed items are necessary to properly conduct the water distribution system leak survey. These will include:
    1. ArcGIS Online internet mapping application, which allows on-screen distance measurements.
    2. Exported copy of the Utility's water GIS database in shapefile or other ESRI-compatible format.
    3. Electronic version of the Village-wide map in PDF format.
    4. PDF versions or paper copies of detailed engineering drawings only as needed and available.
- The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full-time basis*, but only on an "as needed" basis.
- The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:

Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
  - Any listening points located in a **"confined space"** such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
    - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
  - We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
    - All personnel are **trained and certified** in First Responder First Aid & CPR.
- We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
  - All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

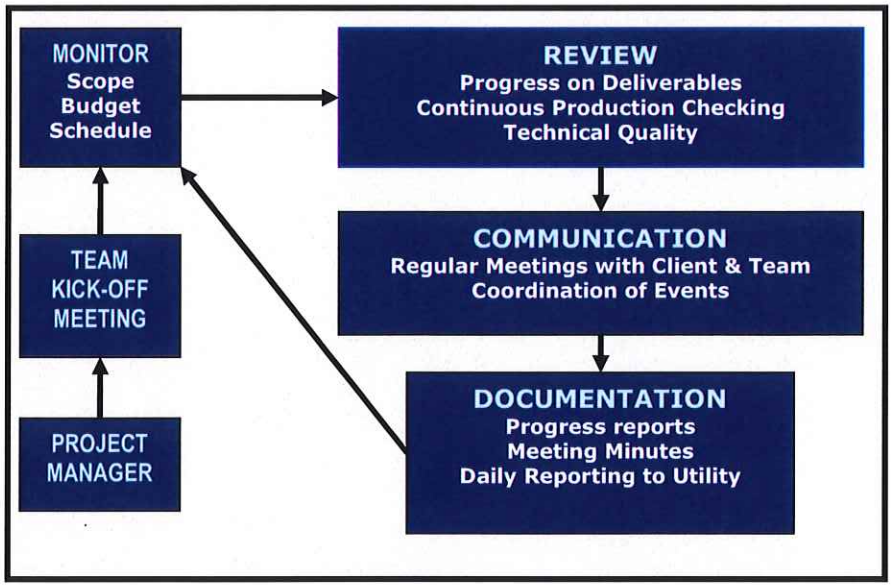
Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2021) for all project personnel.

PROJECT MANAGEMENT APPROACH

M.E. Simpson Co., Inc.'s project management approach is what leads to our proven track record to complete projects on time and within the budget established. Based on our past experience, we have developed project management practices that will ensure the Utilities of effective communication and project tracking throughout this project. We will follow the Project Management Institute (PMI) standards, including the Project Management Body of Knowledge (PMBOK). These globally accepted standards will assure this project is planned, executed, monitored and controlled in accordance with world class procedures. M.E. Simpson Co., Inc. has seasoned and experienced managers and technicians that will have continuous input, ensuring the results of the Water Distribution Leak Survey exceed the expectations of the Utilities.

Our project management system establishes - the single project manager – who has the responsibility and authority to act on behalf of M.E. Simpson Co., Inc. This project manager will stay with the project from beginning to the successful completion. The project manager's specific responsibilities include:

- Coordination of all activities in this project.
- Establishing key decisions and review milestones during this project.
- Preparing an initial project development plan identifying the schedule of work tasks and key personnel. to perform the work in the field to meet the milestones and objectives.
- Coordinate communications and meetings with the Utility as needed or required to review technical. concepts and alternatives, soliciting staff input and coordinating activities with the project team.
- Prepare periodic reports as needed and meet with the Utility on a regular basis summarizing project. scheduling, progress and maintaining the project within the budget stipulated.
- Oversee the execution and development of the project deliverables.



Project management remains an important activity during the course of the project and does not stop with the Project Manager. For the water distribution leak survey, each member of the project team is dedicated to providing the best leak detection program that can be attained using the state-of-the-art technology and equipment, field experience and engineering knowledge. Our team will be made up of experienced water

professionals that are experts in water loss control such as leak surveys and pinpointing, water meter evaluation/testing (residential, commercial, wholesale, and production meters), and water distribution system hydraulic modeling, fire hydrant maintenance/flow testing and valve assessment and exercising.

It is this combination of experience and knowledge that has helped shape our approach to leak surveys in distribution systems because the team members have the capacity to make on the spot decisions regarding any fine tuning of the program. They will maintain constant communication with the Utilities District and the Project Manager regarding their progress as well as any major issues needing immediate attention and discussion.

MESCO team members have been highly active with the AWWA Water Loss Control Committee helping with the rewrite of the M36 Manual, M33 Manual and revisions to the free Water Audit Software tool. Each team member is highly experienced in the implementation of leak surveys as well as other water loss control programs. It is our team's combination of field experience and engineering knowledge that has shape our approach to water loss control programs in distribution systems. The individual team members have the capacity to make sound decisions regarding any fine tuning of the leak survey. They will maintain constant communication with the Utilities and the Project Manager regarding leak survey progress.

MESCO is sure that the selection of our team to perform this work will provide the Utilities with exceptional experience, sound decision making, and a level of service providing the following advantages:

- A professional team with a specialized expertise in leak detection and water loss management
- One of the finest and highly experienced technical and engineering team with the capacity to provide the highest quality work for the Utilities.
- A project approach that incorporates interim reporting and continuous input opportunities by the Utilities.
- Innovative proven analysis techniques developed from the completion of several similar projects that sought the same scope and results as this project.

Project Quality Assurance/Quality Control

Quality is of the utmost importance to MESCO Team – not merely because of the Utilities and other client's requirements, but because it is vital to our continued success and viability. Quality management and services bring to all of us the rewards of jobs well done, satisfied Utility staff, and successful projects.

Our QA/QC program is built around several key elements of each participating firm's mission and values which consist of:

- Maintaining a reputation for the highest quality performance

- Client satisfaction
- Continuous process improvement
- Open communication with the field staff and the Utility
- Teamwork

The QA/QC plan for this project is very simple. No work will leave MESCO Team until it has been verified that all the requirements and objectives of the project as well as the requirements of the project QA/QC managers have been met. During the course of the project, the Project Manager and/or the QA/QC manager will meet with the Utilities to ensure that the work product is technically correct, but also meets the needs and expectations of the Utilities. Every step will be well documented for progress reports.

MESCO Team's professional services are grounded in sound principles that meet the tests of time from past successes of hundreds of leak detection projects will satisfy the quality requirements of the Scope of Service. Each member of the project team has a thorough understanding of the project objectives. Every member of the team will apply sound methodology and principles, and are expected to produce quality, accurate and complete documents. The QA/QC procedure has been developed and implemented based on tried and proven methodologies. The prevention of poor-quality service is based on four sound principles:

- Quality management of the project by using experienced personnel committed to excellence.
- Conformance to requirements by being knowledgeable of all local conditions in the field and keeping abreast of new cutting-edge water loss remediation methods.
- Prevention of rework and errors by using teamwork, cross checking the leak survey procedures every step of the way and having staff knowledgeable in all aspects of leak survey projects.
- Quality is built in - not added on. The project management and staff have shown that a quality service is produced when the project tasks are properly sequenced and carried out to the final termination of the program using the built-in system of checks and balances.

Leak Detection Methods and Procedures

MESCO Leak Detection Teams are made up of experienced water professionals with expertise in conducting leak surveys and leak pinpointing. They are trained to follow specific procedures, utilizing state-of-the-art technology and equipment, field experience and engineering knowledge.

Pinpointing leaks requires more than just running a correlator. In order to maximize location accuracy and minimize error, a precise methodology must be employed. MESCO Teams will investigate, measure, and gather all the necessary information, which includes but is not limited to the following:

- Pipe Size and Material
- Layout of water piping infrastructure, verified via Line-Location Technology
  - This includes service lines, hydrant legs, and any other connections to the pipe in the suspected leak area
- History of leakage in suspected area
- Measurement of pipe segments for accurate correlation
- Identify which listening points are the "loudest" to narrow down and focus in on the suspected leak area
- Identification and impact of other possible noise sources (i.e. pumps, electrical interference, traffic, etc....)
- Determine if there any partially or fully closed valves, which may result in reduced pressure on the pipe, or even cause noise as water flows through these "restrictions"
- Inspect storm and sewer structures for leakage inflow, as necessary

Once the appropriate information has been gathered, MESCO Leak Teams will methodically narrow down the suspected leak area, until the leak has been pinpointed using a correlator, or other appropriate means.

Verification of suspected Leak Locations is of the utmost importance!

Our team will utilize the following QA/QC methods to ensure that the leak location is as accurate as possible:

- When possible, verifying the leak location by correlating its position from multiple correlations, conducted from multiple listening points
- Pinpoint confidence is greatly increased by obtaining the same leak location via different correlations and listening points, and reduces the possibility of error
- Any connections located within 10% of the total correlation length to the suspected leak area will be investigated, to ensure that the leak is, in fact, on the pipe being investigated, and not on an adjacent connection
- Leaks found on Services can be verified by temporarily shutting off the service
- *This is only done with the permission of the utility, and coordination with the property owner*
- Hydrant Leaks, where it is suspected that the hydrant isn't fully closed, can be verified by closing the hydrants auxiliary valve, to see if the leak noise dissipates
- *Attempting to close the hydrant and stop the leakage by tightening the operating nut is done only with the permission of the utility*
- Using a ground mic is another method that can be utilized as a verification method, depending on the situation and local conditions

Leakage Estimation

- M.E. Simpson Company, Inc. adheres' to the policy of assigning conservative leakage estimations to suspected leaks. These estimations are based on more than 30 years of extensive experience, along with other factors such as, the audio frequency of the leak, it's audio volume, the pipe material and size, soil type and condition, and the distances over which the leak noise travels to the various listening points.
- For suspected leaks which have not surfaced and/or are not visible, there is no precise methodology for leakage estimation. Even when a leak is "surfacing" or is visibly discharging into a storm/sewer structure, there is no guarantee that what is visible represents the entirety of the leakage flow. Estimates must be made based on situational specifics, best judgement, and prior experience.
- Once a leak has been excavated, and the full extent of the defect is known, more accurate, but limited, estimations of the flow rate can be made, based on the measured geometry of the defect and the operating pressure. However, the leakage effects of certain types of defects are not easily measured, such as full-circumference breaks, lateral splits, and complete failures where the damage is profound and extensive. Even with this information, it is usually not possible to determine how long the leak has existed, or the total volume that has escaped during its existence.
- It is similar for hydrant leakage estimates, where the hydrant valve hasn't closed completely, or the valve seat is obstructed. These types of "leaks" are not visible, as the water usually escapes the hydrant barrel through drainage ports and cannot be readily quantified. Small, reasonable estimates are generally assigned in these situations.

SCHEDULE OF WORK

Proposal Due: March 31, 2021

Notice to Proceed: TBD

Kick Off Meeting and Commencement of work: Within 30 days of "Notice to Proceed" or as agreed upon between the Utility and M.E. Simpson to meet with Utility staff to go over project goals and objectives. Field work will begin the same day or agreed upon by the Utility and M.E. Simpson Co., Inc.

Fieldwork to be completed and documented: Field work will be started as agreed upon by the Utility and M.E. Simpson Co., Inc. Assume one field team (2 persons each), **35 days** in the field for completion of field work for the water distribution system leak survey. Additional leak survey work beyond the approximate **217.51 miles** of water main will be based on a per mile fee and may cause a shift in the completion date.

Daily Work Hours

Normal "on site" daily work hours will be 7:00 AM to 4:30 PM. Any work that needs to be performed outside the normal work hours will be discussed with the Utility at least 24 hours in advance.

Daily Reporting: The Field staff will meet with assigned Utility staff daily or as needed and determined by the assigned Utility Manager. Leaks located that need immediate attention will be documented and submitted immediately for the Utility's attention. Minor leaks will be reported daily for scheduling of repair. Appurtenances that need moderate to severe repair to listen to the water main will be turned in to assigned Utility Manager daily or as agreed upon by, prioritized by severity.

Periodic Reports: Weekly summary reports will be available 5 workdays after field work has been validated for the program for each week, for the Leak Detection work. These reports will have all the leak survey information compiled during the course of the project for the week.

Final Reports: Final summary reports will be available 30 workdays after field work has been completed for the program. These reports will have all the leak data compiled during the course of the project.

INDUSTRY KNOWLEDGE/ADDITIONAL INFORMATION

At MESCO, services are tailored to the specific needs of our clients. Our participation can range from the small, specialized work supplementing the work of any in-house staff, to complete development of full-scale water system programs.

With continuation and enhancement of the Utilities water distribution leak detection survey program, we will support a fundamental cornerstone of the Utilities Water Loss Control Policies. Our team brings to the Utilities a demonstrated experience and a unique perspective in leak detection services.

From MESCO's in depth experiences working with several water utilities performing water distribution system leak survey programs there have been some very similar issues from each utility that have been clearly exposed. Utilities expect the work process to be able to be performed at a high level, with competent technicians and staff, and that it is done efficiently. There are three basic objectives that should be met by the Project Team:

1. **Expertise.** The Utilities need breadth and depth to help solve the variety of water system challenges that it faces in maintaining the water infrastructure – which is large, complex, aging and requiring upgrading to address new water needs and water loss issues. With our Team's experience in every aspect of water loss control and optimization, we can often provide support that assists the utility in avenues well beyond just the leak project scope.

2. **Streamlined Access.** The Utilities need to be able to easily access and manage the Project Team's expertise to bring it to bear on distribution system leakage issues rapidly and with the least possible administrative burden to the Utilities. However, the Utilities will need to have considerable input to the process by providing needed data for analysis. In this respect, interaction with utility staff will be needed to produce quality water system leak detection efforts.

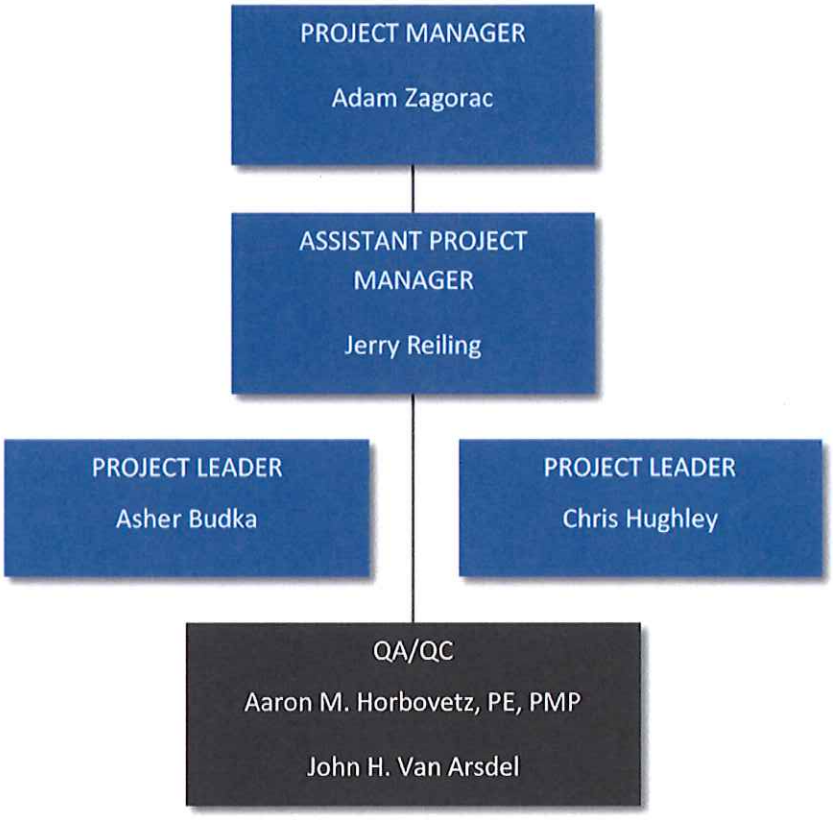
3. **Professional Working Relationships.** The Utilities must be confident that the Project Team is working as true professionals – putting the Utilities interest first. The professionals in the Utilities must have good working relationships with MESCO's professionals. Both parties should look for opportunities to complement each group's goals and ultimate requirements of the Utilities customers.

The strengths of the M.E. Simpson Co., Inc.'s organization and staff, as well as our specific approach to this assignment, will fulfill all of the Utilities needs for their water distribution leak detection survey.

EXPERIENCE OF KEY PERSONNEL

Our team brings the necessary experience for a project of this magnitude, as well as the personal attributes needed to serve City of De Pere, Wisconsin with distinction. We offer our clients the highest quality technical and professional services, using state-of-the-art technologies and highly skilled and trained professionals. The M.E. Simpson Co., Inc. team members selected to serve the Utilities bring significant experience and a proven track record of delivering timely, cost-effective, and sound leak survey solutions.

They share a passionate commitment to client service and attention to detail required for a successful project. The Organizational Chart at right illustrates the Project Team for the Utilities Water Distribution Leak Detection Survey program. One of the two Project Leaders listed will lead the Project Team in the field. **Two-Man Project Teams will be used at all times during the course of the project for reasons of safety and quality assurance.**



Project Manager: Adam Zagorac

Adam Zagorac has been with the Company since December of 2007. Adam has attended numerous classes and lectures related to the operation, maintenance, and installation of water meters, and completed classes in plumbing. Adam has experience in the following: maintenance and installation of water meters; valve location, exercising and mapping; fire hydrant and main capacity flow testing; and the use of state-of-the-art leak detection equipment. He is also experienced in the use of all of our Polcon® Flow Testing equipment.

Professional Certifications:

- 10 Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training
- Extensive confined space training

Assistant Project Manager: Jerry Reiling

Jerry Reiling has been with the Company since May 1996. He is a graduate of Purdue University with a B.A. in Physical Education. Jerry previously worked in both the environmental services industries and HVAC for 10 years. He is responsible for day-to-day operations of field crews for the M.E. Simpson Co., Inc. Dyer, Indiana office. Jerry has over 19 years of experience directing and conducting water loss reduction programs in the field, specifically leak detection and leak locating, along with meter testing. He has completed classes and attended lectures on the operation and maintenance of water meters. Jerry is very experienced in the following: the operation and maintenance of water meters; main line water valve location, exercising and mapping with GPS; hydrant flow testing and hydrant maintenance, Unidirectional Water Main Flushing, use of state-of-the-art leak detection equipment, and the operation of our Polcon® Flow Testing equipment used for hydraulic studies.

Professional Certifications:

- 10-Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training
- Extensive confined space training
- Licensed Water Operator – Maryland

Project Leader: Asher Budka

Asher Budka has been with the Company since August 2007. Prior to being employed at M.E. Simpson Company, Asher served 6 years active duty in the US Navy as a Nuclear Electronics Technician 2nd Class. Asher possesses 4 ½ years of operating US Navy Nuclear Power Plants as a Reactor Operator and performed preventive, and corrective maintenance on Reactor Instrumentation and Control equipment including Venturi flow meter calibrations. He also received training in fluid flow, hydraulics, schematic and blueprint reading from the Navy that has aided in the understanding of water distribution systems and their flow characteristics. He recently obtained his Bachelor's Degree of Science in Project Management from Colorado Technical University. Asher has traveled all over the country completing various projects in Arizona, California, New Mexico, Texas, Florida, Georgia, Maryland, Connecticut, Massachusetts, New York, Virginia, and has also traveled halfway around the world to perform a project on Diego Garcia. He has attended numerous classes and lectures on the operation and maintenance of water meters. He has experience in the maintenance and installation of water meters, valve location, exercising and mapping, and the use of state-of-the-art leak detection equipment. Asher is experienced in the operation and maintenance of water meters, fire hydrants and main capacity flow testing, and the operation of our Polcon® Flow Testing equipment. He has managed numerous Unidirectional Flushing Programs and trained personnel in the conduction of UDF Programs.

Professional Certifications:

- 10 Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training

- Extensive confined space training

Project Leader: Chris Hughley

Chris Hughley has been with the Company since November 2006. He previously worked in the retail industry before becoming a project leader with M.E. Simpson Company. Chris has traveled all over the country and world completing various projects including jobs in California, New Jersey, Minnesota, Arizona, Georgia and Turkey. Chris has attended numerous classes and lectures on the operation and maintenance of water meters. He has experience in the maintenance and installation of water meters; in valve location, exercising and mapping; and in the use of state-of-the-art leak detection equipment. Chris is experienced in water meter, fire hydrant and water main capacity flow testing, and the operation of our Polcon® Flow Testing equipment.

Professional Certifications:

- 10-Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training
- Extensive confined space training

QA/QC: Aaron M. Horbovetz, PE, PMP

Aaron Horbovetz has been with the Company since September of 1999. He earned his degree in Mechanical Engineering from Purdue University, and is a licensed Professional Engineer in the State of Indiana, since 2016. Aaron is also a certified Project Management Professional (PMP®), since 2013. Aaron is a regular presenter at AWWA conferences, since 2012, both at section meetings and at the ACE conferences, and participates in multiple AWWA committees at both the local and national levels.

He has attended numerous classes and lectures related to the operation, maintenance and installation of water meters, and completed classes in plumbing. Aaron has experience in the following: maintenance and installation of water meters; valve location, exercising and mapping, fire hydrant and main capacity flow testing, and the use of state-of-the-art leak detection equipment. He manages the company's hydraulics services division, including all Pitot testing, pump curve analysis, and C-Factor testing.

Professional Certifications:

- Licensed Professional Engineer, Indiana
- Certified Project Management Professional (PMP)
  - Member of Project Management's Institute Calumet Chapter
- 30 Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training
- Extensive confined space training
- Certified Water Audit Validator (Indiana)

QA/QC: John H. Van Arsdel

John H. Van Arsdel has been with M.E. Simpson Co., Inc. since May 1989. He graduated from Valparaiso University with a B.A. in Geography with an emphasis in Locational Evaluation and Research Design. He has completed water operators classes and seminars on Water Filtration and Distribution, Vulnerability Assessment Class for the Sandia Labs RAM-W method and the RAM-W "modified" for small to medium systems (currently licensed to use the Sandia Labs RAM-W Method, and licensed to teach the RAM-W "modified" for small to medium water systems), along with classes related to the operation and maintenance of water meters, and system hydraulics specifically related to the Polcon® Flow Testing equipment.

John has over 31 years of experience directing projects for water utilities concerning water audits, loss prevention, leak detection programs, meter evaluation and maintenance, flow testing using the Polcon® Flow Testing method (large flow meter assessments, C-factors, pump curves, zone flow measurements), mainline valve assessments (location, exercising and mapping programs), and fire hydrant and main capacity flow testing programs. John has been responsible for the analysis, evaluation, and CAD updating of Water Distribution, Sanitary, and Storm Sewer Atlases using GPS locating. He developed the Company's Unidirectional Main Flushing Program and Utility Atlas Updating Program. He has presented classes for continuing education credits for water operators for over eighteen years to several local and state Water Works Organizations on Water Loss Reduction including Water Audits, Leak Detection, Meter Testing and Flow Testing. He has presented papers at the AWWA ACE in 2007, 2008, 2009, and 2012, At the 2010, 2011, and 2012 AWWA DSS he presented papers on water loss reduction. Since 2003, he has conducted classes on Vulnerability Assessments and Emergency Response Planning for water utilities as well as conducting several VA and ERP projects. He served from 2010 to 2014 as Chair of the AWWA Water Loss Control Committee.

As Vice President of M.E. Simpson Co., Inc., John serves as the main point of contact for client development, business sales and customer relations for the Eastern U.S.

Professional Certifications:

- 30-Hour OSHA Certified for General Industry
- American Red Cross First Aid and CPR with AED Certified
- American Traffic Safety Services Association Flagging Certified
- Extensive traffic control training
- Extensive confined space training
- Certified RAM-W trainer
- Certified Water Audit Validator (California, Indiana)

REFERENCES

Company Overview

For 41 years, M.E. Simpson Co., Inc. has helped utilities across the U.S. locate and resolve water loss control and asset management issues so customers could confidently provide safe, quality water to the community. We use state-of-the-art programs to assist utilities with their water distribution systems condition and performance shortfalls. Simpson's trained professionals work hand-in-hand with utility team members to set up monitoring systems that help them avert future problems.

LEAK SURVEY REFERENCES

City of Joliet, Illinois (2008 - Current)

M.E. Simpson Co., Inc. has been performing water loss assessments for the City of Joliet since 2008, including leak detection surveys and "on call" emergency leak detection services as a way to reduce water loss in the distribution system. The program for 2019 surveyed approximately 685 miles of water main and located 130 leaks. These leaks were estimated to be costing the utility in excess of $440.60 per day or $160,817.00 annually. The survey paid for itself in water loss recovery in 4 months based on the Variable Cost (production cost) of water. This project cost a total of $59,200.00 and was completed in 144 days.

Ms. Allison Swisher, P.E.
Director of Public Utilities
City of Joliet
921 East Washington Street
Joliet, Illinois 60433
(815) 724-4230
aswisher@jolietcity.org

Village of Arlington Heights, Illinois (2020 - Current)

M.E. Simpson Co., Inc. is currently conducting a Leak Survey on the water distribution system for the Village consisting of approximately 286 miles of water main as a way for the Village to reduce Real water losses occurring in the distribution system. This leak detection program is part of an overall water loss reduction plan to help the water utility remediate water loss in the system. M.E. Simpson Co., Inc. initially helped with the water loss assessment by conducting a full AWWA Water Audit in 2018 where the Infrastructure Leakage Index was calculated to be 3.14, thus showing a need for Real Loss (Leakage) assessments. The Village owns and operates its own leak detection equipment and has deployed leak crews for several years, however, the water division has engaged M.E. Simpson Co., Inc. to perform a leak survey because the 41 years of experience in water loss assessments including over 36 years of experience performing leak detection across the US. The Leak Survey Program is being conducted in phases over time, thus allowing for Village repair crews to address the leak issues located.

Mr. Scott Shirley
Director of Public Works
Village of Arlington Heights
222 North Ridge Avenue
Arlington Heights, Il 60005

(847) 368-5800
sshirley@vah.com

Village of Downers Grove, Illinois (2011 - 2020)

M.E. Simpson Co., Inc. conducted a Leak Survey on approximately 233 miles per year as a way for the Village to reduce water losses occurring in the distribution system. The completed Leak Survey Program in 2014 resulted in the location of 20 leaks totaling 364,320 gallons of water per day. The leaks were estimated to be costing the utility in excess of $562,491.86 annually using the cost of water sold per 1,000 gallons. This project cost a total of $39,600.00 and was completed in 49 days.

Mr. David Moody
Water Division Manager
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515-4074
(630) 434-5462
dmoody@downers.us

New Jersey American Water Corporation, New Jersey (2010 - 2017)

M.E. Simpson Co., Inc. has conducted Leak Surveys on several American Water distribution water systems in the Hunterdon Warren New Jersey American Water Corporation service areas in 2010 and again several times to 2016. New Jersey American Water has a very aggressive leak detection program that employs leak sensors installed at water meters at customer meter settings. Despite the leak detection devices at these locations our surveys located almost *250,000 gallons per day* in estimated leakage the first year and just under *100,000 gallons per day* the second year. In addition, the Utility owns leak detection equipment; however, the staff of M.E. Simpson Co., Inc. performs leak detection work daily and has a great understanding of the parameters of acoustic leak detection and locating leaks and provided additional leak detection support for this area. In the fall of 2012, the eastern shores of New Jersey were hit by Hurricane Sandy where New Jersey American Water has water distribution systems. Some of those water systems were shut down completely from the effects of the storm. M.E. Simpson Co., Inc. was called in on very short notice to field a Leak Detection team for rapid response to assist in the remediation and recovery efforts for these devastated areas. As the water systems were brought back on line, our field crews were deployed to survey areas and locate leakage where ocean front homes' water services had been damaged from the storm surge.

Mr. Russell G Titus
Operations Supervisor, Maintenance Operations: Water Loss Management
New Jersey American Water
120 Raider Boulevard
Hillsborough, New Jersey 08844
(908) 431-3211
Russell.titus@amwater.com

INVESTMENT

A commitment to improving and maximizing the City of De Pere's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of De Pere, Wisconsin. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **217.51 miles** of watermain within the City of De Pere's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

****Please see the pricing forms provided by the Village of Allouez, the Village of Bellevue, and the City of De Pere. ****

We thank you for this opportunity to acquaint you with our Water Distribution Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Proposed revision to the City Facilities Reopening Plan to implement Phase Two of the plan on May 10, 2021 instead of when Brown County is identified as a Low Risk County by State metrics.**

ATTACHMENTS:

- Recommendation to Amend Reopening Facilities Plan Staff Memo 04-20-21 (PDF)
- Council Approved AMENDED De Pere Reopening Facilities Plan 3-16-21 (PDF)

CITY OF DE PERE
MEMO

To: Mayor and City Council

From: Lawrence M. Delo, City Administrator

Date: April 20, 2021

RE: Request to Amend Reopening Facilities Plan Phase Two Start Date

The City Administration is recommending the City Council consider amending the City's existing Reopening City Facilities Plan Phase Two start date. The current plan indicates the phase two start date is effective on the date Brown County is identified as a low risk county per State metrics. The Administration is recommending this language be changed to allow phase two to start on May 10, 2021 so all City facilities can be opened to the public at that time. There are no other recommended changes to language in the overall plan per this request.

The City is currently operating facilities under the Phase One restrictions of the existing plan.

AMENDED REOPENING FACILITIES PLAN PHASE 1 & 2

Overview

Date: March 16, 2021

The table below provides a general guide for City staff and the community for the Second Phase of Reopening facilities and City programs owned and/or managed by the City of De Pere. Each facility has a separate plan with regards to appropriate personal protective equipment (PPE) and cleaning routines to ensure the facility is reopened as safely as possible with appropriate risk mitigation measures in place.

The City will implement Phase 2 of the Reopening Plan when Brown County is designated as a "Low Risk" county for the spread of COVID-19. The current metrics from the Wisconsin Department of Health Services is attached. The City would remain in Phase 2 until the State of Wisconsin determines there is no longer a significant health risk associated with COVID-19 in Brown County or the County is again designated as a "High Risk" county for the spread of COVID-19.

In addition, the City recognizes the use of face coverings, social distancing guidelines and the processes utilized to conduct public meetings impacts numerous facilities and therefore, are discussed separately below outside of the guidelines identified in the table.

Face Masks and Face Coverings: All citizens are required to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire Station 2 pursuant to Ordinance 20-10 creating Section 74-13 De Pere Municipal Code requiring face coverings until said ordinance sunsets or is repealed to protect everyone from the spread of COVID-19. If Ordinance 20-10 sunsets or is repealed at any time while the Phase 2 Reopening Plan is active, the City strongly recommends all citizens continue to wear a face mask or face covering when entering the City Hall Complex, Police Department, Community Center, Municipal Services Center, Fire Station 1 and Fire

Station 2 to protect everyone from the spread of COVID-19. If a citizen is unable to wear a face mask or face covering due to a medical condition or does not have a face mask or covering and does not feel comfortable entering a City facility without a face mask or face covering, instructions on how to meet with and/or discuss issues with City staff without a face mask or face covering will be posted at the entrance of each of the before mentioned City facilities. In addition, face masks or face coverings are encouraged for all citizens participating in outdoor programs or events located at all other enclosed and open air City facilities and properties.

Social Distancing: The City strongly recommends all citizens follow CDC guidelines for social distancing within all City facilities. Social distancing guidelines and markings have been installed or are available within City facilities.

Public Meeting Attendance: All municipal City Council, Committee, Commission and Board meetings will be conducted in person and/or virtually until further notice. The public can participate by attending the meeting in person or by following the instructions and links for either phone or internet service participation provided on the agenda segment of the City's Website at www.deperewi.gov.

City Facility	Shutdown Period March 19 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined Amended March 16, 2021	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
City Hall	• Closed to Public (except for voting) • Off-Site Services Available • On-Line Services Available	• Open for public attendance of in-person public meetings • Open for Utility Payments • In-Person Meetings With Staff Discouraged But Allowed By Appointment • On-Line Services Available	• Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Municipal Court	• Closed to Public	• Open to Public With Limited Capacity As Of June 24th • On-Line Services Available	• Open to Public • On-Line Services Available
Police Station	• Closed to Public • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Lobby And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Fire Stations 1 & 2	• Closed to Public • On-Line Services Available	• Closed to Public • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Limited Public Access In Training And Conference Room • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available

City Facility	Shutdown Period March 19 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined Amended March 16, 2021	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Municipal Services Center (MSC)	• Closed to Public • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Limited Public Access for Exterior Services • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available • Restricted Public Access for Rubbish Drop Off Site	• Office Open To Public • Encourage Virtual Meetings Instead of In-Person Meetings • On-Line Services Available
Community Center	• Closed to Public • Events & Reservations Cancelled • On-Line Services Available	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. Social Distancing and masking are recommended. • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. Social Distancing and masking are recommended. • In-Person Meetings Discouraged But Allowed By Appointment • On-Line Services Available
Indoor Recreational Facilities	• Closed to Public • Programming & Reservations Cancelled	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. • Social Distancing and masking are recommended. • Approved COVID Mitigation Plan required	• Programming & Events Limited to 25 % capacity per room. Capacity limit does not include employees. • Social Distancing and masking are recommended. • Approved COVID Mitigation Plan required

City Facility	Shutdown Period March 19, 2020 – June 14, 2020	Phase 1 Reopening June 15, 2020 – To Be Determined Amended March 16, 2021	Phase 2 Reopening - Starts When Brown County is a Low Risk County By State Metrics
Outdoor Parks, Trails, Buildings & Recreational Facilities	• Most Open to Public With Restrooms Closed • Playgrounds Closed • Park Shelters Closed • Field Reservations Cancelled • Programming & Events Cancelled	• Playgrounds, other recreational facilities and restrooms are open • Baseball diamonds and other sports fields have a 200 person capacity limit per diamond or field effective April 15, 2021 • Buildings are limited to 25% capacity. • Programming & Events are allowed with City approved COVID mitigation strategies.	• Playgrounds, other recreational facilities and restrooms are open • Baseball diamonds and other sports fields have a 200 person capacity limit per diamond or field effective April 15, 2021 • Buildings are limited to 25% capacity. • Programming & Events are allowed with City approved COVID mitigation strategies.
Legion and VFW Pools	• Closed to Public	• Limited to 50% capacity. Capacity limit does not include staff. • Mask required inside of building and on pool deck • Social distancing recommended	• Limited to 50% capacity. Capacity limit does not include staff. • Mask required inside of building and on pool deck • Social distancing recommended
Annual or Periodic Special Events (Not located on City Recreational Facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended
Recurring Events (Not Located on City Recreational facilities and Parks)	• Suspended	• No Capacity Limits • Social Distancing And Face Coverings Recommended	• No Capacity Limits • Social Distancing And Face Coverings Recommended

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Ann Ledvina**
SUBJECT:	**Appointments and Re-Appointments to Committees, Boards and Commissions by Mayor Boyd.**

ATTACHMENTS:

- ALDERPERSON COMMITTEE ASSIGNMENTS 2021 (PDF)

ALDERPERSON COMMITTEE ASSIGNMENTS - 2021

HISTORIC PRESERVATION – Jonathon Hansen

CITY PLAN COMMISSION – 2 Alderpersons

BOARD OF HEALTH – John Quigley, Jonathon Hansen

PARK BOARD – Dean Raasch, Amy Kundinger, Shana Ledvina

DESIGNATED OFFENDER ADVISORY BOARD – Dean Raasch

SUSTAINABILITY COMMISSION – Shana Ledvina

LICENSE COMMITTEE – Kelly Ruh, Dan Carpenter, Mike Eserkalin

PUBLIC WORKS – Shana Ledvina, Dean Raasch, Dan Carpenter, Jonathan Hansen

FINANCE COMMITTEE – Amy Kundinger, Mike Eserkaln, John Quigley, Kelly Ruh

Mike Eserkaln: Finance Committee, License Committee
Shana Ledvina: Park Board, Public Works, Sustainability Commission
Kelly Ruh: License Committee, Finance Committee
Dean Raasch: Park Board, Public Works, Designated Offender Advisory Board
John Quigley: Board of Health, Finance Committee
Dan Carpenter: License Committee, Public Works
Jonathan Hansen: Historic Preservation, Public Works, Board of Health
Amy Kundinger: Park Board, Finance Committee

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Alderperson members of the Plan Commission.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. President of the Common Council.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **April 20, 2021**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Voucher approval.**

ATTACHMENTS:

- 4-20-2021 VOUCHERS (PDF)

PACKET: 06516 APR 2021 COUNCIL - 2 4-20-21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-17373	A1 ELEVATOR CORP	R	4/20/2021		141.75CR	095259	
	I-17374	A1 ELEVATOR CORP	R	4/20/2021		175.50CR	095259	317.25
7583	ADVANCE AUTO PARTS							
	I-6339-298085	ADVANCE AUTO PARTS	R	4/20/2021		166.37CR	095260	166.37
0302	AIRGAS USA LLC							
	I-9111102989	AIRGAS USA LLC	R	4/20/2021		165.00CR	095261	
	I-9978215951	AIRGAS USA LLC	R	4/20/2021		262.12CR	095261	427.12
0007	AMBROSIUS SALES & SERVICE							
	I-33866	AMBROSIUS SALES & SERVICE	R	4/20/2021		84.33CR	095262	
	I-33972	AMBROSIUS SALES & SERVICE	R	4/20/2021		48.00CR	095262	
	I-33973	AMBROSIUS SALES & SERVICE	R	4/20/2021		100.04CR	095262	
	I-34293	AMBROSIUS SALES & SERVICE	R	4/20/2021		15.58CR	095262	247.95
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-12449	AMERICAN CONSERVATION & BILLIN	R	4/20/2021		1,042.00CR	095263	1,042.00
6803	AUTOMATIC MOTORS INC.							
	I-60347	AUTOMATIC MOTORS INC.	R	4/20/2021		1,902.00CR	095264	1,902.00
0442	BADGER LABORATORIES INC							
	I-21-51008783	BADGER LABORATORIES INC	R	4/20/2021		520.00CR	095265	520.00
0020	BADGERLAND PRINTING INC							
	I-36317	BADGERLAND PRINTING INC	R	4/20/2021		127.50CR	095266	
	I-36344	BADGERLAND PRINTING INC	R	4/20/2021		87.50CR	095266	
	I-36360	BADGERLAND PRINTING INC	R	4/20/2021		351.96CR	095266	
	I-36369	BADGERLAND PRINTING INC	R	4/20/2021		908.00CR	095266	
	I-36374	BADGERLAND PRINTING INC	R	4/20/2021		590.00CR	095266	
	I-36375	BADGERLAND PRINTING INC	R	4/20/2021		60.00CR	095266	
	I-36392	BADGERLAND PRINTING INC	R	4/20/2021		57.25CR	095266	2,182.21
7734	AMANDA BARBER							
	I-202104141630	AMANDA BARBER	R	4/20/2021		53.76CR	095267	53.76
0023	BATTERIES PLUS LLC							
	I-P38414930	BATTERIES PLUS LLC	R	4/20/2021		107.90CR	095268	
	I-P38415418	BATTERIES PLUS LLC	R	4/20/2021		107.90CR	095268	
	I-p38622785	BATTERIES PLUS LLC	R	4/20/2021		219.96CR	095268	435.76

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0027	BAY TOWEL INC							
	I-4128750	BAY TOWEL INC	R	4/20/2021		147.73CR	095269	
	I-4133940	BAY TOWEL INC	R	4/20/2021		117.98CR	095269	
	I-4136090	BAY TOWEL INC	R	4/20/2021		95.82CR	095269	361.53
0028	BAY VERTE MACHINERY INC							
	I-424828-00	BAY VERTE MACHINERY INC	R	4/20/2021		199.99CR	095270	199.99
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-46414	BROWN COUNTY PORT SOLID WASTE	R	4/20/2021		22,430.17CR	095271	22,430.17
6061	CARRICO AQUATIC RESOURCES INC							
	I-20211251	CARRICO AQUATIC RESOURCES INC	R	4/20/2021		3,626.25CR	095272	
	I-20211252	CARRICO AQUATIC RESOURCES INC	R	4/20/2021		3,025.00CR	095272	6,651.25
0536	CDW GOVERNMENT INC							
	I-9514379	CDW GOVERNMENT INC	R	4/20/2021		14.49CR	095273	
	I-9514696	CDW GOVERNMENT INC	R	4/20/2021		94.49CR	095273	
	I-9575000	CDW GOVERNMENT INC	R	4/20/2021		24.27CR	095273	
	I-9589221	CDW GOVERNMENT INC	R	4/20/2021		66.32CR	095273	
	I-9623311	CDW GOVERNMENT INC	R	4/20/2021		3.43CR	095273	
	I-9746608	CDW GOVERNMENT INC	R	4/20/2021		666.21CR	095273	
	I-9795339	CDW GOVERNMENT INC	R	4/20/2021		1,856.20CR	095273	
	I-9917468	CDW GOVERNMENT INC	R	4/20/2021		168.20CR	095273	
	I-B247698	CDW GOVERNMENT INC	R	4/20/2021		43.20CR	095273	
	I-B249592	CDW GOVERNMENT INC	R	4/20/2021		226.93CR	095273	
	I-B261867	CDW GOVERNMENT INC	R	4/20/2021		6,946.40CR	095273	
	I-B274961	CDW GOVERNMENT INC	R	4/20/2021		36.74CR	095273	10,146.88
2708	CLEANING SOLUTION SERVICES INC							
	I-21256	CLEANING SOLUTION SERVICES INC	R	4/20/2021		1,408.76CR	095274	
	I-21257	CLEANING SOLUTION SERVICES INC	R	4/20/2021		2,414.44CR	095274	
	I-21260	CLEANING SOLUTION SERVICES INC	R	4/20/2021		2,175.00CR	095274	
	I-21299	CLEANING SOLUTION SERVICES INC	R	4/20/2021		242.28CR	095274	
	I-21312	CLEANING SOLUTION SERVICES INC	R	4/20/2021		49.41CR	095274	
	I-21313	CLEANING SOLUTION SERVICES INC	R	4/20/2021		739.07CR	095274	7,028.96
7997	COMPLETE OFFICE							
	I-AR27611	COMPLETE OFFICE	R	4/20/2021		252.48CR	095275	
	I-AR28488	COMPLETE OFFICE	R	4/20/2021		25.65CR	095275	
	I-AR28489	COMPLETE OFFICE	R	4/20/2021		36.94CR	095275	
	I-AR28490	COMPLETE OFFICE	R	4/20/2021		76.08CR	095275	
	I-AR28491	COMPLETE OFFICE	R	4/20/2021		49.57CR	095275	440.72

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7782	CONWAY SHIELD							
	I-472646-IN	CONWAY SHIELD	R	4/20/2021		925.00CR	095276	925.00
7639	CORE & MAIN LP							
	I-N960980	CORE & MAIN LP	R	4/20/2021		348.00CR	095277	348.00
8027	CURB N DECOR LLC							
	I-21-866	CURB N DECOR LLC	R	4/20/2021		55.00CR	095278	55.00
7034	CAREY DANEN							
	I-202104151631	CAREY DANEN	R	4/20/2021		481.71CR	095279	481.71
0084	ELMSTAR ELECTRIC CORP							
	I-20-03 (1) FINAL	ELMSTAR ELECTRIC CORP	R	4/20/2021		53,377.00CR	095280	53,377.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2243431	EMERGENCY MEDICAL PRODUCTS INC	R	4/20/2021		233.89CR	095281	
	I-2245052	EMERGENCY MEDICAL PRODUCTS INC	R	4/20/2021		322.24CR	095281	556.13
0086	ERC INC							
	I-ERC-0321-9787	ERC INC	R	4/20/2021		494.45CR	095282	494.45
7422	EXCEL UNDERGROUND LLC							
	I-8935	EXCEL UNDERGROUND LLC	R	4/20/2021		4,714.41CR	095283	4,714.41
7451	FACILITIES MANAGEMENT EXPRESS LLC							
	I-15283	FACILITIES MANAGEMENT EXPRESS	R	4/20/2021		3,150.00CR	095284	3,150.00
0091	FASTENAL COMPANY							
	I-WIGRE397449	FASTENAL COMPANY	R	4/20/2021		57.40CR	095285	
	I-WIGRE401642	FASTENAL COMPANY	R	4/20/2021		20.96CR	095285	78.36
0092	FEAKER & SONS CO INC							
	I-20-04 (4) FINAL	FEAKER & SONS CO INC	R	4/20/2021		115,032.74CR	095286	115,032.74
0331	FERGUSON WATERWORKS #1476 INC							
	I-325248	FERGUSON WATERWORKS #1476 INC	R	4/20/2021		9,920.00CR	095287	9,920.00
4176	FRANK'S RADIO SERVICE INC							
	I-118256	FRANK'S RADIO SERVICE INC	R	4/20/2021		97.24CR	095288	97.24
7767	FREEDOM OVERHEAD DOORS							
	I-41406	FREEDOM OVERHEAD DOORS	R	4/20/2021		525.00CR	095289	525.00

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0562	GALLS LLC							
	I-17968074	GALLS LLC	R	4/20/2021		40.00CR	095290	40.00
8347	GFL ENVIRONMENTAL							
	I-U60000012655	GFL ENVIRONMENTAL	R	4/20/2021		581.46CR	095291	581.46
0116	GRAINGER INC							
	I-9829979120	GRAINGER INC	R	4/20/2021		134.95CR	095292	134.95
7764	GREAT AMERICA FINANCIAL SVCS							
	I-29024488	GREAT AMERICA FINANCIAL SVCS	R	4/20/2021		1,595.00CR	095293	1,595.00
7055	GREEN & GOLD CONCRETE, INC.							
	I-73675	GREEN & GOLD CONCRETE, INC.	R	4/20/2021		625.00CR	095294	625.00
0446	HAWKINS INC							
	I-4911314	HAWKINS INC	R	4/20/2021		2,421.80CR	095295	2,421.80
6515	HJ MARTIN AND SON INC							
	I-105988	HJ MARTIN AND SON INC	R	4/20/2021		12,000.00CR	095296	12,000.00
1244	HOWARD IMMEL INC							
	I-20-18 (9)	HOWARD IMMEL INC	R	4/20/2021		338,180.01CR	095297	338,180.01
1252	HURCKMAN MECHANICAL INDUSTRIES INC							
	I-W34618	HURCKMAN MECHANICAL INDUSTRIES	R	4/20/2021		682.50CR	095298	
	I-W34711	HURCKMAN MECHANICAL INDUSTRIES	R	4/20/2021		7,922.00CR	095298	8,604.50
5484	HYDROCORP INC							
	I-61560-IN	HYDROCORP INC	R	4/20/2021		2,648.00CR	095299	2,648.00
1399	INDOFF INC							
	I-3456043	INDOFF INC	R	4/20/2021		110.90CR	095300	
	I-3457517	INDOFF INC	R	4/20/2021		37.13CR	095300	
	I-3457570	INDOFF INC	R	4/20/2021		211.46CR	095300	
	I-3457605	INDOFF INC	R	4/20/2021		37.87CR	095300	
	I-3457629	INDOFF INC	R	4/20/2021		74.85CR	095300	
	I-3458016	INDOFF INC	R	4/20/2021		37.07CR	095300	
	I-3458017	INDOFF INC	R	4/20/2021		11.02CR	095300	
	I-3460618	INDOFF INC	R	4/20/2021		227.05CR	095300	
	I-3460619	INDOFF INC	R	4/20/2021		51.70CR	095300	
	I-3461318	INDOFF INC	R	4/20/2021		66.50CR	095300	865.55

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0567	INDUSTRIAL MARKETING CORP							
	I-43647	INDUSTRIAL MARKETING CORP	R	4/20/2021		868.87CR	095301	868.87
8371	JACOBS FENCE LLC							
	I-602	JACOBS FENCE LLC	R	4/20/2021		12,850.00CR	095302	12,850.00
0362	JOHNSON CONTROLS FIRE PROTECTION LP							
	I-22192194	JOHNSON CONTROLS FIRE PROTECTI	R	4/20/2021		1,050.00CR	095303	1,050.00
1276	JX ENTERPRISES INC							
	I-14161399P	JX ENTERPRISES INC	R	4/20/2021		34.86CR	095304	
	I-14164444P	JX ENTERPRISES INC	R	4/20/2021		116.99CR	095304	
	I-14164669P	JX ENTERPRISES INC	R	4/20/2021		16.57CR	095304	
	I-14164958P	JX ENTERPRISES INC	R	4/20/2021		43.36CR	095304	
	I-14165437P	JX ENTERPRISES INC	R	4/20/2021		114.00CR	095304	325.78
3140	KUNDINGER FLUID POWER INC							
	I-50636555	KUNDINGER FLUID POWER INC	R	4/20/2021		551.88CR	095305	551.88
0153	LAFORCE INC							
	I-1158699	LAFORCE INC	R	4/20/2021		208.00CR	095306	208.00
2044	LIGHTHOUSE TITLE INC							
	I-WGB20-12280524B	LIGHTHOUSE TITLE INC	R	4/20/2021		150.00CR	095307	
	I-WGB21-03284683	LIGHTHOUSE TITLE INC	R	4/20/2021		1,444.00CR	095307	1,594.00
0160	LIZER LAWN CARE & IRRIGATION							
	I-112296	LIZER LAWN CARE & IRRIGATION	R	4/20/2021		5,200.00CR	095308	5,200.00
7444	SARA LORNSON							
	I-202104151632	SARA LORNSON	R	4/20/2021		195.00CR	095309	195.00
0173	MENARDS INC							
	I-80088	MENARDS INC	R	4/20/2021		13.86CR	095310	
	I-80348	MENARDS INC	R	4/20/2021		32.25CR	095310	
	I-80544	MENARDS INC	R	4/20/2021		51.94CR	095310	
	I-80552	MENARDS INC	R	4/20/2021		130.37CR	095310	
	I-80588	MENARDS INC	R	4/20/2021		28.34CR	095310	
	I-80679	MENARDS INC	R	4/20/2021		77.17CR	095310	
	I-80691	MENARDS INC	R	4/20/2021		31.92CR	095310	
	I-80777	MENARDS INC	R	4/20/2021		22.64CR	095310	
	I-80792	MENARDS INC	R	4/20/2021		39.26CR	095310	
	I-80824	MENARDS INC	R	4/20/2021		29.99CR	095310	
	I-80825	MENARDS INC	R	4/20/2021		35.66CR	095310	
	I-80876	MENARDS INC	R	4/20/2021		45.51CR	095310	
	I-80988	MENARDS INC	R	4/20/2021		4.04CR	095310	
	I-81147	MENARDS INC	R	4/20/2021		27.96CR	095310	
	I-81148	MENARDS INC	R	4/20/2021		38.22CR	095310	
	I-81164	MENARDS INC	R	4/20/2021		808.98CR	095310	
	I-81215	MENARDS INC	R	4/20/2021		33.02CR	095310	
	I-81245	MENARDS INC	R	4/20/2021		142.50CR	095310	
	I-81307	MENARDS INC	R	4/20/2021		27.42CR	095310	

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	I-81401	MENARDS INC	R	4/20/2021		105.98CR	095310	
	I-81402	MENARDS INC	R	4/20/2021		49.82CR	095310	
	I-81408	MENARDS INC	R	4/20/2021		29.97CR	095310	
	I-81435	MENARDS INC	R	4/20/2021		36.70CR	095310	1,843.52
VOID	VOID CHECK		V	4/20/2021			095311	**VOID**
5381	METAL SUPERMARKETS GREEN BAY INC							
	I-1035743	METAL SUPERMARKETS GREEN BAY I	R	4/20/2021		11.15CR	095312	11.15
8174	JENNIFER MILOSAVLJEVIC							
	I-202104151633	JENNIFER MILOSAVLJEVIC	R	4/20/2021		1,859.00CR	095313	1,859.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-833773	MONROE TRUCK EQUIPMENT INC	R	4/20/2021		380.14CR	095314	380.14
8373	MONSTER TREE SERVICES OF NE WI							
	I-2109	MONSTER TREE SERVICES OF NE WI	R	4/20/2021		40,000.00CR	095315	40,000.00
1475	MUNICODE							
	I-355983	MUNICODE	R	4/20/2021		482.55CR	095316	482.55
3191	NCI							
	I-AR21371	NCI	R	4/20/2021		49.90CR	095317	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-353856	NORTHEAST AUTO PARTS INC	R	4/20/2021		125.88CR	095318	
	I-354969	NORTHEAST AUTO PARTS INC	R	4/20/2021		75.30CR	095318	
	I-355087	NORTHEAST AUTO PARTS INC	R	4/20/2021		35.46CR	095318	
	I-355105	NORTHEAST AUTO PARTS INC	R	4/20/2021		22.04CR	095318	
	I-355144	NORTHEAST AUTO PARTS INC	R	4/20/2021		36.72CR	095318	
	I-355147	NORTHEAST AUTO PARTS INC	R	4/20/2021		35.88CR	095318	
	I-355167	NORTHEAST AUTO PARTS INC	R	4/20/2021		137.32CR	095318	
	I-355170	NORTHEAST AUTO PARTS INC	R	4/20/2021		108.37CR	095318	
	I-355172	NORTHEAST AUTO PARTS INC	R	4/20/2021		168.51CR	095318	
	I-355183	NORTHEAST AUTO PARTS INC	R	4/20/2021		14.95CR	095318	
	I-355214	NORTHEAST AUTO PARTS INC	R	4/20/2021		16.91CR	095318	
	I-355344	NORTHEAST AUTO PARTS INC	R	4/20/2021		299.97CR	095318	
	I-355379	NORTHEAST AUTO PARTS INC	R	4/20/2021		201.98CR	095318	
	I-355429	NORTHEAST AUTO PARTS INC	R	4/20/2021		141.25CR	095318	1,420.54
VOID	VOID CHECK		V	4/20/2021			095319	**VOID**

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6452	JACOB NOWAK							
	I-202104151634	JACOB NOWAK	R	4/20/2021		81.34CR	095320	81.34
8327	OSBURN ASSOCIATES INC							
	I-283670	OSBURN ASSOCIATES INC	R	4/20/2021		144.00CR	095321	
	I-283726	OSBURN ASSOCIATES INC	R	4/20/2021		342.00CR	095321	486.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-183857	OSHKOSH FIRE & POLICE EQUIPMEN	R	4/20/2021		80.72CR	095322	80.72
5222	P J KORTENS & CO INC							
	I-10022832	P J KORTENS & CO INC	R	4/20/2021		3,852.75CR	095323	
	I-10022833	P J KORTENS & CO INC	R	4/20/2021		3,577.75CR	095323	
	I-10022834	P J KORTENS & CO INC	R	4/20/2021		2,880.25CR	095323	
	I-10022837	P J KORTENS & CO INC	R	4/20/2021		305.91CR	095323	10,616.66
0197	PACKER CITY INTL TRUCKS INC							
	I-X101139763:01	PACKER CITY INTL TRUCKS INC	R	4/20/2021		68.72CR	095324	
	I-X101140853:01	PACKER CITY INTL TRUCKS INC	R	4/20/2021		34.36CR	095324	103.08
1331	PACKER FASTENER & SUPPLY INC							
	I-583020	PACKER FASTENER & SUPPLY INC	R	4/20/2021		64.88CR	095325	64.88
5903	LUKE PASTERSKI							
	I-202104151635	LUKE PASTERSKI	R	4/20/2021		84.35CR	095326	84.35
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-20210167	PETROLEUM EQUIP SERVICE OF WI	R	4/20/2021		116.16CR	095327	116.16
7671	PLAYPOWER LT FARMINGTON INC							
	I-1400249065	PLAYPOWER LT FARMINGTON INC	R	4/20/2021		39.00CR	095328	39.00
0208	POMP'S TIRE SERVICE INC							
	I-90070605	POMP'S TIRE SERVICE INC	R	4/20/2021		2,202.24CR	095329	2,202.24
0218	PROMOTIONAL DESIGNS INC							
	I-42577-1	PROMOTIONAL DESIGNS INC	R	4/20/2021		52.00CR	095330	52.00
7923	QUEST DIAGNOSTICS							
	I-T 1384034	QUEST DIAGNOSTICS	R	4/20/2021		54.81CR	095331	54.81
8277	R BAUMAN & ASSOCIATES SC							
	I-1119	R BAUMAN & ASSOCIATES SC	R	4/20/2021		452.70CR	095332	452.70

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7584	R LEWIS TECHNOLOGIES INC							
	I-11187	R LEWIS TECHNOLOGIES INC	R	4/20/2021		248.35CR	095333	
	I-11201	R LEWIS TECHNOLOGIES INC	R	4/20/2021		10.00CR	095333	258.35
6948	RAY'S TIRE							
	I-1017515	RAY'S TIRE	R	4/20/2021		125.30CR	095334	125.30
0227	REINDERS INC							
	I-1872935-00	REINDERS INC	R	4/20/2021		284.99CR	095335	284.99
0228	RENT A FLASH OF WISCONSIN INC							
	I-75267	RENT A FLASH OF WISCONSIN INC	R	4/20/2021		2,045.00CR	095336	2,045.00
0158	ROBERT E LEE & ASSOCIATES INC							
	I-79398	ROBERT E LEE & ASSOCIATES INC	R	4/20/2021		2,186.78CR	095337	2,186.78
3960	ROTO-ROOTER							
	I-21269	ROTO-ROOTER	R	4/20/2021		370.00CR	095338	
	I-21295	ROTO-ROOTER	R	4/20/2021		365.00CR	095338	735.00
0235	SAINT VINCENT HOSPITAL							
	I-52376	SAINT VINCENT HOSPITAL	R	4/20/2021		8.56CR	095339	8.56
2953	SHERWIN INDUSTRIES INC							
	I-SS088019	SHERWIN INDUSTRIES INC	R	4/20/2021		1,896.00CR	095340	1,896.00
0252	SOUTHSIDE TIRE CO INC							
	I-3095229	SOUTHSIDE TIRE CO INC	R	4/20/2021		246.00CR	095341	246.00
0257	STREICHER'S INC							
	I-I1489629	STREICHER'S INC	R	4/20/2021		80.75CR	095342	80.75
0267	TRAFFIC & PARKING CONTROL INC							
	I-I692777	TRAFFIC & PARKING CONTROL INC	R	4/20/2021		3,838.40CR	095343	3,838.40
0268	TRUCK EQUIPMENT INC							
	I-945238-00	TRUCK EQUIPMENT INC	R	4/20/2021		265.64CR	095344	
	I-947745-00	TRUCK EQUIPMENT INC	R	4/20/2021		189.58CR	095344	455.22
6162	TRUGREEN							
	I-135102107	TRUGREEN	R	4/20/2021		55.00CR	095345	
	I-135104346	TRUGREEN	R	4/20/2021		55.00CR	095345	
	I-135106652	TRUGREEN	R	4/20/2021		55.00CR	095345	
	I-135108337	TRUGREEN	R	4/20/2021		60.00CR	095345	225.00

PACKET: 06516 APR 2021 COUNCIL - 2 4-20-21
VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0417	TWEET GAROT MECHANICAL INC							
	I-53662	TWEET GAROT MECHANICAL INC	R	4/20/2021		4,705.00CR	095346	4,705.00
0272	UNIFORM SHOPPE INC							
	C-305825	UNIFORM SHOPPE INC	R	4/20/2021		109.95	095347	
	I-308198	UNIFORM SHOPPE INC	R	4/20/2021		494.75CR	095347	
	I-308507	UNIFORM SHOPPE INC	R	4/20/2021		15.00CR	095347	
	I-308528	UNIFORM SHOPPE INC	R	4/20/2021		16.00CR	095347	
	I-308683	UNIFORM SHOPPE INC	R	4/20/2021		271.85CR	095347	
	I-308750	UNIFORM SHOPPE INC	R	4/20/2021		105.90CR	095347	
	I-308857	UNIFORM SHOPPE INC	R	4/20/2021		49.95CR	095347	
	I-308908	UNIFORM SHOPPE INC	R	4/20/2021		113.90CR	095347	
	I-309095	UNIFORM SHOPPE INC	R	4/20/2021		187.90CR	095347	
	I-309245	UNIFORM SHOPPE INC	R	4/20/2021		36.95CR	095347	1,182.25
1229	UTILITY SALES AND SERVICE INC							
	I-208972-IN	UTILITY SALES AND SERVICE INC	R	4/20/2021		63.72CR	095348	63.72
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC							
	I-4704	VANDEN PLAS PORTABLE SOLUTIONS	R	4/20/2021		142.00CR	095349	142.00
3767	VDH ELECTRIC INC							
	I-23568	VDH ELECTRIC INC	R	4/20/2021		893.00CR	095350	
	I-23600	VDH ELECTRIC INC	R	4/20/2021		3,368.76CR	095350	4,261.76
0577	VERHALEN INC							
	I-JC43287	VERHALEN INC	R	4/20/2021		1,230.00CR	095351	1,230.00
3707	VIKING ELECTRIC SUPPLY							
	I-S004535766.001	VIKING ELECTRIC SUPPLY	R	4/20/2021		153.62CR	095352	
	I-S004577831.001	VIKING ELECTRIC SUPPLY	R	4/20/2021		55.50CR	095352	209.12
5539	VORPAHL FIRE & SAFETY CORP							
	I-215315666	VORPAHL FIRE & SAFETY CORP	R	4/20/2021		540.96CR	095353	540.96
8043	WASTEBUILT ENVIRON SOLUTIONS							
	I-3553083	WASTEBUILT ENVIRON SOLUTIONS	R	4/20/2021		168.92CR	095354	168.92
1089	DUSTIN WENDT							
	I-202104151636	DUSTIN WENDT	R	4/20/2021		137.10CR	095355	137.10
0426	WERNER ELECTRIC SUPPLY							
	I-S6412067.001	WERNER ELECTRIC SUPPLY	R	4/20/2021		9.83CR	095356	9.83

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2645	WI DEPT OF JUSTICE							
	I-202104151637	WI DEPT OF JUSTICE	R	4/20/2021		224.00CR	095357	224.00
7350	WI MEDIA							
	I-3787443	WI MEDIA	R	4/20/2021		808.61CR	095358	808.61

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	98	0.00	721,398.12	721,398.12
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	100	0.00	721,398.12	721,398.12

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06516 APR 2021 COUNCIL - 2 4-20-21
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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	4/2021	129,230.60CR
201	4/2021	4,536.55CR
208	4/2021	84.08CR
209	4/2021	38.76CR
260	4/2021	150.00CR
292	4/2021	3,630.78CR
405	4/2021	507,714.67CR
415	4/2021	28,445.69CR
601	4/2021	43,010.39CR
650	4/2021	4,556.60CR
ALL		721,398.12CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 20, 2021**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**