Common Council

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

Regular Meeting

Agenda

Tuesday, April 16, 2019 | **7:30 PM** | **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 16, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

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 3, 2019 Common Council meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Presentation by Sister City student representative Brooke Goehring.
6. Recommendation of the Finance/Personnel Committee to Approve Request of Police Chief for the Transfer of $5,000 from Undesignated Reserves to Purchase Security Measures Required by Updated Criminal Justice Information System Security Guidelines.
7. Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor License for Kwik Trip, Inc. (DBA Kwik Trip #1060), 1620 Lawrence Dr. Submitted by Kwik Trip, Inc., Agent: Daniel J. Schmidt, Wrightstown, WI.
8. Recommendation from the Board of Public Works to Approve Wisconsin Public Service's Proposal to Relocate the Overhead Electric Utility Line on Ryan Road in the amount of $40,000 as Part of Project 19-02.
9. Recommendation from the Board of Public Works to Award Contract 19-18 Prosper Street and Enterprise Drive Reconstruction and Utility Relay to Vinton Construction Company in the amount of $1,399,517.27.
10. Ordinance #19-09 Amending § 150-15 De Pere Municipal Code Regarding Heavy Truck Route.
11. Ordinance #19-10 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
12. Resolution #19-30 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats., Sanitary Sewer System on Parkview Road from Ashwaubenon Creek to Ashland Avenue.

13. Resolution #19-31 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (2019 Traffic Signal Study).
14. Resolution #19-32 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Matthew Tower Cleaning & Coating Repair).
15. Resolution #19-33 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (9th Street Reservoir Inspection).
16. Resolution #19-34 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Merrill and Matthew Tower Inspections).
17. Resolution #19-35 Authorizing Agreement for Contractor Services Between the City of De Pere and Utility Service Associates, LLC (2019 Leak Detection Survey).
18. Resolution #19-36 Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatics Resources, Inc. (2019 Water Management Assistance Program).
19. Resolution #19-37 Authorizing Lease Agreement with Badger Office City (Photocopier Equipment - City Hall-2nd floor, Fire Department, Municipal Service Center and Community Center).
20. Resolution #19-38 Authorizing Tax Collection Agreement between Brown County Treasurer and the City of De Pere (December 2019-February 2020).
21. Resolution #19-40 Authorizing Amendment 1 to the Software Services Agreement with OpenGov, Inc.
22. Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.
23. Elections by the Common Council.

    A. Alderperson Members of the of the Plan Commission.

    B. President of the Common Council.
24. Voucher Approval.
25. Operator License Applications.
26. Future Agenda Items.
27. Review and Possible Action on Claims for Personal Property Tax Refund Submitted by Festival Foods for 1001 Main Avenue and 1724 Lawrence Drive.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

Resolution #19-39 Authorizing Personal Property Tax Refunds (Festival Foods-1001 Main Avenue and 1724 Lawrence Drive).

28. Review of and Possible Action on Order Granting Plaintiff's Motion for Summary Judgment in Hope Lutheran Church et.al. v. City of De Pere

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

29. Adjournment.

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Russ Fiene, Water Tower Clean & Coat
Rob Meston, Utility Service Associates
Craig Treadway, JT Engineering
Michael Maples, Vinton Construction
Barbara Kollath, Vinton Construction
Erin Hietpas
Michael Aschenbrenner
Daniel Schmidt
Kwik Trip, Inc.
Sandra Kjome, Skogen's Festival Foods

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the April 3, 2019 Common Council meeting.**

ATTACHMENTS:

- 4-3-19 Common Council Minutes_Draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Wednesday, April 3, 2019 **7:30 PM** **De Pere City Hall Council Chambers**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the March 19, 2019 Common Council meeting.

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

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

   Mayor Walsh announced that tonight is the last Council meeting for Alderperson Lueck. The Mayor thanked him for his service to his district and the community. He has provided valuable insight into the issues, and always wanted to do what's best for the City.
   Alderperson Hansen reported two other retirements from the City: Street Superintendent Steve Bloemer and Police Captain Dale Haagen. The City thanks them for their service and wishes them well.

5. Recommendation from the Board of Park Commissioners to Approve Bid for Bomier Boat Launch Renovations.

   Alderperson Hansen inquired how much of the bid amount will be covered by the DNR grant. Parks, Recreation & Forestry Director Marty Kosobucki informed the Council that two grants will be applied towards this project - one from the DNR in the amount of $151,797.00 and another from the NRDA in the amount of $210,000.00. He confirmed that the remainder of the project cost has been included in the budget.

Attachment: 4-3-19 Common Council Minutes_Draft (8130 : Approval of the minutes of the April 3, 2019 Common Council meeting.)

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

6. Recommendation from Plan Commission to approve a Precise Implementation Plan (PIP) for 428 N. Superior Street (Parcel ED-477). Submitted by Joel Ehrfurth, Mach IV Engineering & Surveying, authorized representative for Irwin School Development LLC, property owner.

   Alderperson Crevier moved, seconded by Alderperson Lueck to approve the Precise Implementation Plan.
   Alderperson Raasch moved, seconded by Alderperson Nelson to amend the original motion to require revision of the declaration of condominium and condominium plat to incorporate the restrictive covenant language required under the agreement between Irwin School LLC and the City for the redevelopment of the former Irwin School property. Discussion followed.
   Upon vote, the motion to amend carried unanimously.
   Upon vote, the motion to approve the Precise Implementation Plan carried unanimously.

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

7. Consider Private Use of Public Streets & Alleys

   Alderperson Boyd moved, seconded by Alderperson Lueck to approve the private use of alleys/limited access rights of way using the parameters developed by staff as outlined in the agenda packet. Discussion followed.

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

8. Recommendation from Finance Committee to Accept Walmart Donation to Police Department

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

9. Recommendation from the Finance Committee to Accept Baycare Clinic Foundation Donation to Police Department

Attachment: 4-3-19 Common Council Minutes_Draft (8130 : Approval of the minutes of the April 3, 2019 Common Council meeting.)

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

10. Recommendation from Finance Committee to Accept an Anonymous Donation via Ameriprise Financial to Police Department

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

11. Ordinance #19-08 Amending § 74-1 De Pere Municipal Code Regarding Board of Health.

Health Director Deb Armbruster explained the City is already following guidelines for appointments to the Board of Health, but that the ordinance is being amended simply to mirror state statute requirements.

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

12. Voucher Approval.

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

13. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to deny Previously Tabled Operator License Application #2 due to alcohol related convictions and non-appearance at two previously scheduled meetings after attendance was requested. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to approve Temporary Operator Applications #1-4. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to table New Operator Application #2. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to approve New Operator Applications #1 and #3-11. Upon vote, motion carried unanimously.

14. Future Agenda Items. None.

Attachment: 4-3-19 Common Council Minutes_Draft (8130 : Approval of the minutes of the April 3, 2019 Common Council meeting.)

15. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Jennings to adjourn the meeting at 7:52 PM. Upon vote, motion carried with Alderperson Lueck voting nay.

Respectfully submitted,

Carey Danen, City Clerk

Attachment: 4-3-19 Common Council Minutes_Draft (8130 : Approval of the minutes of the April 3, 2019 Common Council meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Presentation by Sister City student representative Brooke Goehring.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation of the Finance/Personnel Committee to Approve Request of Police Chief for the Transfer of $5,000 from Undesignated Reserves to Purchase Security Measures Required by Updated Criminal Justice Information System Security Guidelines.**

The U.S. Department of Justice, Federal Bureau of Investigation, and Criminal Justice Information Services Division set the Security Policy that Law Enforcement Agencies must follow in order to protect and maintain the integrity of the Criminal Justice Information Systems. They released updated guidelines in their Criminal Justice Information Services (CJIS) Security Policy Version 5.7.

During our 2019 Wisconsin Department of Justice Crime Information Bureau Audit, we were found to be deficient in the upgraded technical security requirements.

Primarily, the area where significant changes were made is in the CJIS Policy Section 5.5.6, Remote Access. In prior audits, requirements were met through the access occurring only with an authorized escort, typically the TIME Agency Coordinator (TAC). The newly revised policy added the following requirement:

The remote administrative personnel connection shall be via an encrypted (FIPS 140-2 certified) path.

The need arises to allow external remote access to our system software, servers, and devices for critical technical troubleshooting, upgrades and configuration changes. In order to ensure all connection paths from vendors are compliant is to provide the device / technology ourselves. This will allow the Department to maintain and troubleshoot critical systems as needed.

To do so, we are requesting additional funding to purchase software and hardware that will enable the Department to maintain the integrity of the Criminal Justice Information we access. The City IT Director, Steve Massey, has recommended the Department purchase the BeyondTrust Solution. This is a solution that is used by the State of Wisconsin Department of Transportation, and comes recommended by them as well. The BeyondTrust Solution is fully FIPS 140-2 Certified, and will bring us into compliance with this CJIS requirement. The police department outlined to the Crime Information Bureau (CIB) staff the department would be compliant in two months. It is anticipated full compliance will be accomplished within six weeks. CIB expects movement toward compliance within the time frame outlined by the department.

The Department would like to proceed with his recommendation this year, to ensure that we are able to maintain the integrity of the CJIS data systems that we access and utilize. At the April 9, 2019, Finance and Personnel Committee (FPC) meeting the initial cost was stated as $7,300. Since then the needs were

refined and the estimate is $5,000 for the hardware, software, two licenses, training and installation. Additionally, annual maintenance costs will be approximately $1,800 to support the hardware/software. The FPC recommended approval of the request and to forward it to the Common Council at the April 9, 2019 meeting.

This would be added to the yearly budget request for software maintenance. As with any other technology, routine replacements and upgrades would be anticipated and planned for in the usual budgetary process for the Department.

This purchase and implementation of the BeyondTrust technology will also allow the Department to remotely manage police vehicles equipped with computer technology. This will save time for department technology staff, as well as officer time being taken off the road for routine maintenance and troubleshooting.

Please contact Kerry Krueger at X-1218 or Chief Beiderwieden at X 1200 for more information.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for a Class "A" Fermented Malt Beverage/"Class A" Intoxicating Liquor License for Kwik Trip, Inc. (DBA Kwik Trip #1060), 1620 Lawrence Dr. Submitted by Kwik Trip, Inc., Agent: Daniel J. Schmidt, Wrightstown, WI.**

ATTACHMENTS:

- Kwik Trip_4-16-19 (PDF)

Original Alcohol Beverage Retail License Application

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:
456000028761403	39-1036365

LICENSE REQUESTED ▶ TYPE	FEE
☑ Class A beer	$
☐ Class B beer	$
☐ Class C wine	$
☑ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☐ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30-
TOTAL FEE	$

R# 1402

For the license period beginning JUNE 10 20 19 ;
ending JUNE 30 20 19

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } DEPERE

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

1. The named ☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Corporation / Nonprofit Organization hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ KWIK TRIP, INC.
   1626 OAK ST, PO BOX 2107, LA CROSSE, WI 54602
   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 name, title, and place of residence of each person.

	Title	Name (Last, First, M.I.)	Home Address	Post Office & Zip Code
President/Member	PRESIDENT	ZIETLOW, DONALD P		
Vice President/Member				
Secretary/Member				
Treasurer/Member	TREASURER	WROBEL, JEFFREY J		
Agent ▶	AGENT	SCHMIDT, DANIEL J		
Directors/Managers	DONALD P. ZIETLOW			

3. Trade Name ▶ KWIK TRIP #1060 Business Phone Number Not available yet
4. Address of Premises ▶ 1620 LAWRENCE DR Post Office & Zip Code ▶ DEPERE 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☑ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☑ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☑ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 10/07/64 of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ 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? PLEASE SEE ENCLOSED LIST ☑ Yes ☐ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. 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.) ONE-STORY FRAME CONSTRUCTION WITH STORAGE IN LOCKABLE
10. Legal description (omit if street address is given above): WALK-IN COOLER, CABINETRY ON SALES FLOOR, BEHIND SALES COUN
11. (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? SCHEURING ROAD MOBIL MART
12. 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
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☑ Yes ☐ No
14. 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.

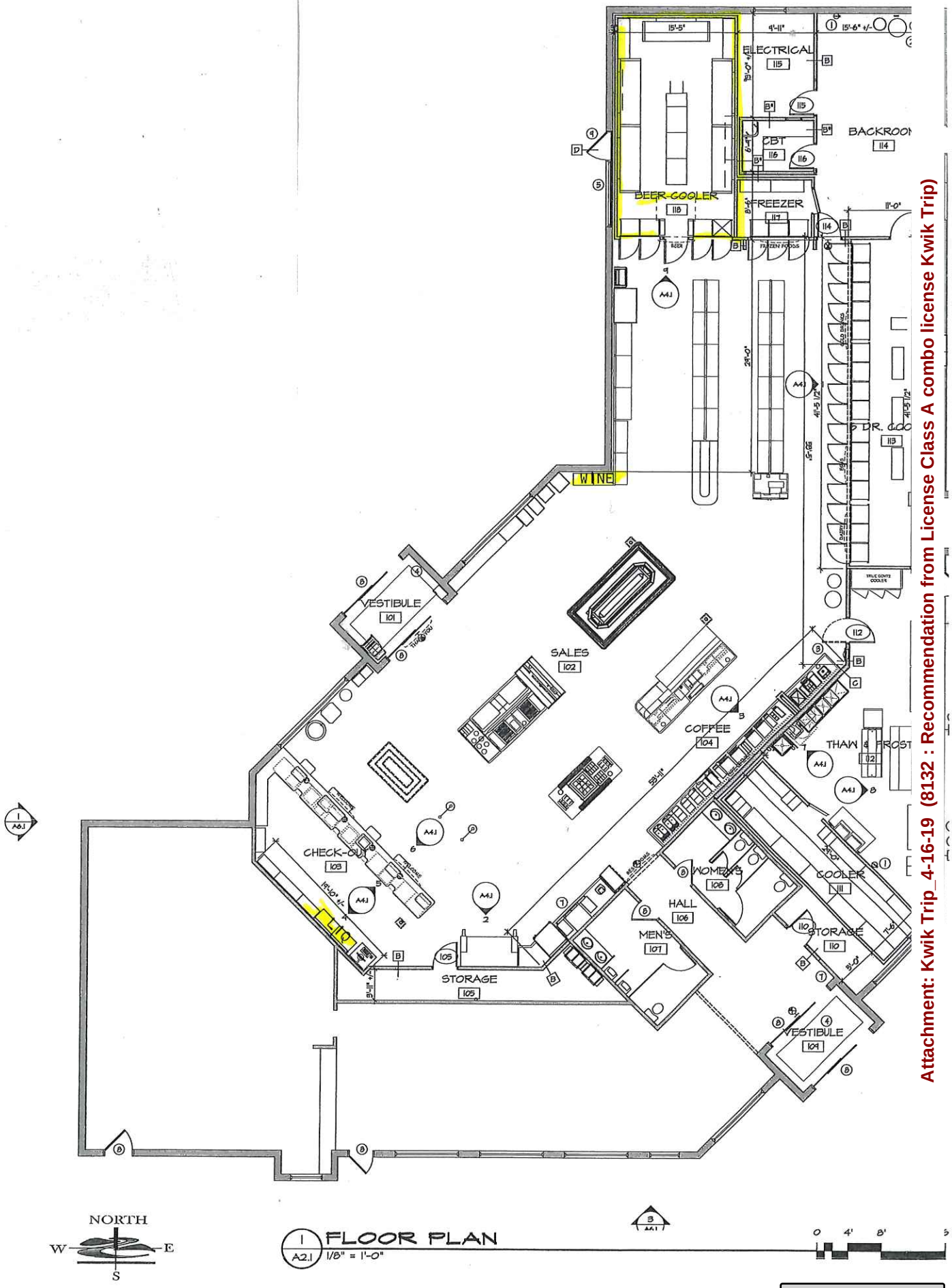
Donald P. Zietlow
(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
3-11-19			
Date license granted	Date license issued	License number issued	

AT-106 (R. 7-18) Wisconsin Department of Revenue

Attachment: Kwik Trip_4-16-19 (8132 : Recommendation from License Class A combo license Kwik Trip)



1 A2.1 FLOOR PLAN
1/8" = 1'-0"

Attachment: Kwik Trip_4-16-19 (8132 : Recommendation from License Class A combo license Kwik Trip)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Wisconsin Public Service's Proposal to Relocate the Overhead Electric Utility Line on Ryan Road in the amount of $40,000 as Part of Project 19-02.**

The Board of Public Works at the April 8, 2019 meeting approved the WPS proposal to bury Ryan Road electric and moved to send it to the Common Council for approval. The motion was approved 4-1 with Alderperson Carpenter voting no.

ATTACHMENTS:

- CI_BOPW_Consider_WPS_Proposal_4-8-2019 (DOC)

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 8, 2019
Subject: Consider WPS Proposal to Bury Ryan Road Electric*

The City is proposing to reconstruct Ryan Road this year as part of Project 19-02, Ryan Road Reconstruction. This project was awarded to Sommers Construction Company, Inc. by the Board in February. Staff has been coordinating utility relocations in conjunction with the proposed work. Wisconsin Public Service (WPS) has a large overhead electric line on the east side of the right of way that will need to be relocated for the project. The relocation of the line is a WPS expense. WPS has proposed that the line be buried instead of relocated with WPS and the City splitting the cost. The power lines north of the project have been buried. The estimated cost for burying the electric lines is $80,000 with the City's share at $40,000.

Area where power poles would be buried

Attachment: CI_BOPW_Consider_WPS_Proposal_4-8-2019 (8106 : Recommendation from BOPW to approve WPS Proposal to Bury Ryan Road

Area to north where power lines have been buried

Funding for the project will be from capital funds not used in 2018 or included in the bonding for capital projects in 2019.

Staff recommends the lines be buried on Ryan Road within the limits of Project 19-02 with WPS and the City splitting the cost of the project.
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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Award Contract 19-18 Prosper Street and Enterprise Drive Reconstruction and Utility Relay to Vinton Construction Company in the amount of $1,399,517.27.**

The Board of Public Works at the April 8, 2019 meeting approved the award of Contract 19-18 Prosper Street and Enterprise Drive Reconstruction and Utility Relay to Vinton Construction Company for the base and alternate bids in the amount of $1,399,517.27 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- CI_BOPW_Consider_Award_of_Contract_19-18_4-08-2019 (DOCX)
- 2019 0328 CE_19-18 Bid Tab (PDF)

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 11, 2019
Subject: Consider Award of Contract 19-18 Prosper Street and Enterprise Drive Reconstruction and Utility Relay*

The Engineering Department received bids on Project 19-18 Prosper Street and Enterprise Drive Reconstruction and Utility Relay on March 28, 2019. This project involves the reconstruction and utility relay on Prosper Street and Enterprise Drive from 800 feet south of Prosper Street to Prosper Street. This project included an alternate bid to replace the street lighting on Prosper Street and Enterprise Drive from 800 feet south of Prosper Street to Heritage Road. The bids received (base bid plus alternative) are as follows:

Contractor	Base Bid	Alternate	Total
Vinton Construction	$1,302,282.27	$97,235.00	$1,399,517.27
Feaker & Sons, Inc.	$1,317,784.00	$102,234.00	$1,420,018.00
Dorner, Inc.	$1,366,056.00	$101,813.00	$1,467,869.00
Kruczek Construction, Inc.	$1,380,620.00	$100,861.81	$1,481,481.81
Advance Construction, Inc.	$1,389,271.50	$97,235.00	$1,486,506.50
Wood Sewer and Excavating, Inc.	$1,401,364.00	$131,475.00	$1,532,839.00
Jossart Brothers, Inc.	$1,430,523.00	$104,345.00	$1,534,868.00
PTS Construction, Inc.	$1,526,158.00	$99,500.00	$1,625,658.00
Carl Bowers & Sons	$1,525,555.00	$106,455.00	$1,632,010.00

The allocated amount from the capital improvement budget is $1,630,000 from TID 10. This includes $1,379,000 for construction and $251,000 for engineering and administration. With the alternate bid, the project is slightly over budget. There are two options for the project.

- Option 1 – Allocate additional funds to the project from TID 10 and include the alternate bid. The funds will be as follows:
  - Construction - $20,517
  - Engineering and Administration - $3,160
  - Contingency (2.5%) - $34,988
  - Total - $58,665
- Option 2 – Eliminate the street light replacement. There is no change in budget with this scenario. These street lights are owned by the City and approximately 40 years old. The lights will be replaced by LED lights which will significantly decrease the City's cost for operation.

Attachment: CI_BOPW_Consider_Award_of_Contract_19-18_4-08-2019 (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

Staff recommends Option 1 with the contract being awarded to Vinton Construction in the amount of $1,399,517.27 and an additional $58,665 be allocated from TID 10 to the project.

Attachment: CI_BOPW_Consider_Award_of_Contract_19-18_4-08-2019 (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Vinton Construction		Feaker & Sons Co., Inc.		Dorner, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	320	$ 91.00	$ 29,120.00	$ 90.00	$ 28,800.00	$ 100.00	$ 32,000.00
SS-02	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	8	$ 1,228.00	$ 9,824.00	$ 500.00	$ 4,000.00	$ 1,000.00	$ 8,000.00
SS-03	Dig Down to Verify Lateral Material and Size	EA	8	$ 1,475.00	$ 11,800.00	$ 700.00	$ 5,600.00	$ 600.00	$ 4,800.00
STORM SEWER									
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	50	$ 78.00	$ 3,900.00	$ 65.00	$ 3,250.00	$ 88.00	$ 4,400.00
ST-02	Remove and Replace 4" Diameter Storm Manhole	VF	8	$ 450.00	$ 3,600.00	$ 500.00	$ 4,000.00	$ 545.00	$ 4,360.00
ST-03	Remove and Replace Type B Inlet	EA	3	$ 1,650.00	$ 4,950.00	$ 2,500.00	$ 7,500.00	$ 1,969.00	$ 5,907.00
ST-04	Dig Down and Pour Crown on Storm Sewer Utility Hit (48" Storm Sewer)	EA	3	$ 1,300.00	$ 3,900.00	$ 800.00	$ 2,400.00	$ 1,096.00	$ 3,288.00
WATERMAIN									
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	2,200	$ 107.90	$ 237,380.00	$ 104.00	$ 228,800.00	$ 125.00	$ 275,000.00
W-02	Provide 16" PVC Water Main (Natural Backfill)	LF	150	$ 87.30	$ 13,095.00	$ 78.00	$ 11,700.00	$ 85.00	$ 12,750.00
W-03	Provide 12" PVC Water Main (Granular Backfill)	LF	60	$ 124.50	$ 7,470.00	$ 110.00	$ 6,600.00	$ 145.00	$ 8,700.00
W-04	Provide 10" PVC Water Main for Water Service	LF	25	$ 138.15	$ 3,453.75	$ 106.00	$ 2,650.00	$ 140.00	$ 3,500.00
W-05	Provide 8" PVC Water Main for Water Service	LF	60	$ 125.40	$ 7,524.00	$ 93.00	$ 5,580.00	$ 125.00	$ 7,500.00
W-06	Provide 6" PVC Hydrant Lead or Water Service	LF	120	$ 79.10	$ 9,492.00	$ 85.00	$ 10,200.00	$ 108.00	$ 12,960.00
W-07	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	2	$ 2,539.00	$ 5,078.00	$ 1,350.00	$ 2,700.00	$ 2,171.00	$ 4,342.00
W-08	Provide 1.5" HDPE Water Service	LF	25	$ 79.00	$ 1,975.00	$ 75.00	$ 1,875.00	$ 79.00	$ 1,975.00
W-09	Provide 1.5" Corporation and Curb Stop	EA	1	$ 1,025.00	$ 1,025.00	$ 850.00	$ 850.00	$ 1,340.00	$ 1,340.00
W-10	Provide 1" HDPE Water Service	LF	320	$ 70.60	$ 22,592.00	$ 65.00	$ 20,800.00	$ 90.00	$ 28,800.00
W-11	Provide 1" Corporation and Curb Stop	EA	10	$ 630.00	$ 6,300.00	$ 535.00	$ 5,350.00	$ 957.00	$ 9,570.00
W-12	Provide 16" Butterfly Valve	EA	3	$ 3,767.00	$ 11,301.00	$ 3,450.00	$ 10,350.00	$ 3,758.00	$ 11,274.00
W-13	Provide 10" Gate Valve	EA	1	$ 2,452.00	$ 2,452.00	$ 2,200.00	$ 2,200.00	$ 2,398.00	$ 2,398.00
W-14	Provide 8" Gate Valve	EA	1	$ 1,742.00	$ 1,742.00	$ 1,575.00	$ 1,575.00	$ 1,687.00	$ 1,687.00
W-15	Provide 6" Gate Valve	EA	6	$ 1,303.00	$ 7,818.00	$ 1,225.00	$ 7,350.00	$ 1,255.00	$ 7,530.00
W-16	Provide Hydrant 7.0' Bury	EA	5	$ 4,623.00	$ 23,115.00	$ 3,750.00	$ 18,750.00	$ 4,081.00	$ 20,405.00
W-17	Provide Connection to Existing Water Main	EA	4	$ 3,317.00	$ 13,268.00	$ 2,500.00	$ 10,000.00	$ 2,442.00	$ 9,768.00
W-18	Provide Watermain 1/2 Offset	EA	1	$ 4,071.00	$ 4,071.00	$ 3,265.00	$ 3,265.00	$ 2,920.00	$ 2,920.00
W-19	Dig Down and Verify Water Lateral Size and Material	EA	13	$ 1,475.00	$ 19,175.00	$ 750.00	$ 9,750.00	$ 600.00	$ 7,800.00
W-20	Abandon/Remove Water Main and Appurtenances	LS	1	$ 10,990.00	$ 10,990.00	$ 8,600.00	$ 8,600.00	$ 11,114.00	$ 11,114.00
STREET AND DRAINAGE									
SD-01	Unclassified Excavation	CY	5,300	$ 10.85	$ 57,505.00	$ 11.40	$ 60,420.00	$ 11.00	$ 58,300.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	TON	8,500	$ 8.50	$ 72,250.00	$ 8.95	$ 76,075.00	$ 9.00	$ 76,500.00
SD-03	Provide Asphalt Patch (Driveway)	SY	90	$ 80.00	$ 7,200.00	$ 68.85	$ 6,196.50	$ 69.00	$ 6,210.00
SD-04	Provide 24" Integral Curb	LF	4,500	$ 15.50	$ 69,750.00	$ 16.30	$ 73,350.00	$ 16.00	$ 72,000.00
SD-05	Remove Concrete Pavement with integral curb	SY	11,500	$ 3.50	$ 40,250.00	$ 6.25	$ 71,875.00	$ 4.00	$ 46,000.00
SD-06	Remove Asphaltic Concrete Pavement (Driveway)	SY	775	$ 3.60	$ 2,790.00	$ 4.00	$ 3,100.00	$ 4.00	$ 3,100.00
SD-07	Remove Concrete Pavement (Driveway)	SY	240	$ 3.60	$ 864.00	$ 3.80	$ 912.00	$ 4.00	$ 960.00
SD-08	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter	SY	8,200	$ 44.07	$ 361,374.00	$ 46.27	$ 379,414.00	$ 47.00	$ 385,400.00
SD-09	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter (HES-3 Day)	SY	1,450	$ 47.07	$ 68,251.50	$ 49.42	$ 71,659.00	$ 50.00	$ 72,500.00
SD-10	Provide 8-inch Concrete Driveway and Sidewalk	SY	1,300	$ 63.90	$ 83,070.00	$ 67.10	$ 87,230.00	$ 67.00	$ 87,100.00
SD-11	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	$ 2.00	$ 200.00	$ 2.10	$ 210.00	$ 2.00	$ 200.00
SD-12	Drilled Tie Bars	EA	50	$ 10.00	$ 500.00	$ 10.50	$ 525.00	$ 11.00	$ 550.00
SD-13	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	2,500	$ 10.75	$ 26,875.00	$ 11.30	$ 28,250.00	$ 11.00	$ 27,500.00
IAL									
SC-01	Pipe Foundation Stabilization	CY	100	$ 35.00	$ 3,500.00	$ 20.00	$ 2,000.00	$ 19.00	$ 1,900.00
SC-02	Inlet Protection	EA	15	$ 110.00	$ 1,650.00	$ 100.00	$ 1,500.00	$ 96.00	$ 1,440.00
SC-03	Tracking Pad	EA	2	$ 0.01	$ 0.02	$ 1,800.00	$ 3,600.00	$ 1,027.00	$ 2,054.00

Attachment: 2019 0328 CE_19-18 Bid Tab (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Vinton Construction		Feaker & Sons Co., Inc.		Dorner, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-04	Adjust Inlet	EA	6	$ 400.00	$ 2,400.00	$ 420.00	$ 2,520.00	$ 751.00	$ 4,506.00
SC-05	Adjust Manhole	EA	2	$ 400.00	$ 800.00	$ 420.00	$ 840.00	$ 871.00	$ 1,742.00
SC-06	Reconstruct Manhole	VF	4	$ 473.00	$ 1,892.00	$ 650.00	$ 2,600.00	$ 585.00	$ 2,340.00
SC-07	Traffic Control	LS	1	$ 19,500.00	$ 19,500.00	$ 10,000.00	$ 10,000.00	$ 5,807.00	$ 5,807.00
SC-08	Traffic Control Detour Route	LS	1	$ 750.00	$ 750.00	$ 5,500.00	$ 5,500.00	$ 1,056.00	$ 1,056.00
SC-09	Salvage Fence and Replace	LS	1	$ 4,500.00	$ 4,500.00	$ 5,512.50	$ 5,512.50	$ 4,803.00	$ 4,803.00
	BASE BID TOTALS				**$ 1,302,282.27**		**$ 1,317,784.00**		**$ 1,366,056.00**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Vinton Construction		Feaker & Sons		Dorner, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-10	Remove Existing Light Pole Base	EA	13	$ 200.00	$ 2,600.00	$ 210.00	$ 2,730.00	$ 211.00	$ 2,743.00
SC-11	Remove Existing Light Pole (Salvage to City)	EA	13	$ 250.00	$ 3,250.00	$ 263.00	$ 3,419.00	$ 264.00	$ 3,432.00
SC-12	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	4,000	$ 5.00	$ 20,000.00	$ 5.25	$ 21,000.00	$ 5.00	$ 20,000.00
SC-13	Conduit Bored, 2-Inch	LF	500	$ 18.00	$ 9,000.00	$ 19.00	$ 9,500.00	$ 19.00	$ 9,500.00
SC-14	Pull Box 24x42 Inch	EA	5	$ 750.00	$ 3,750.00	$ 790.00	$ 3,950.00	$ 792.00	$ 3,960.00
SC-15	Concrete Base, Type 5	EA	13	$ 750.00	$ 9,750.00	$ 790.00	$ 10,270.00	$ 792.00	$ 10,296.00
SC-16	Concrete Control Cabinet Base, Type L24	EA	1	$ 1,200.00	$ 1,200.00	$ 1,260.00	$ 1,260.00	$ 1,267.00	$ 1,267.00
SC=17	Electrical Wire Lighting 12 AWG	LF	4,500	$ 0.55	$ 2,475.00	$ 0.58	$ 2,610.00	$ 1.00	$ 4,500.00
SC-18	Electrical Wire Lighting 4 AWG	LF	6,000	$ 1.20	$ 7,200.00	$ 1.25	$ 7,500.00	$ 1.00	$ 6,000.00
SC-19	Electrical Service Meter Breaker Pedestal	LS	1	$ 1,200.00	$ 1,200.00	$ 1,260.00	$ 1,260.00	$ 1,267.00	$ 1,267.00
SC-20	Transformer Base Breakaway 11 1/2 Bolt Circle, Anodized Black with Factory Applied Black Finish	EA	13	$ 360.00	$ 4,680.00	$ 380.00	$ 4,940.00	$ 380.00	$ 4,940.00
SC-21	Poles Type 5-Aluminum, Anodized Black	EA	13	$ 1,350.00	$ 17,550.00	$ 1,420.00	$ 18,460.00	$ 1,425.00	$ 18,525.00
SC-22	Luminaire Arms Single Member 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	13	$ 260.00	$ 3,380.00	$ 275.00	$ 3,575.00	$ 274.00	$ 3,562.00
SC-23	Luminaires Utility LED C	EA	13	$ 400.00	$ 5,200.00	$ 420.00	$ 5,460.00	$ 422.00	$ 5,486.00
SC-24	Lighting Control Cabinet, 120/240 24-inch	EA	1	$ 6,000.00	$ 6,000.00	$ 6,300.00	$ 6,300.00	$ 6,335.00	$ 6,335.00
	ALTERNATE BID TOTALS				**$ 97,235.00**		**$ 102,234.00**		**$ 101,813.00**
	BASE BID PLUS ALTERNATE BID TOTALS				**$ 1,399,517.27**		**$ 1,420,018.00**		**$ 1,467,869.00**

Attachment: 2019 0328 CE_19-18 Bid Tab (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		Advance Construction, Inc.		Wood Sewer & Excavating, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	320	$ 140.00	$ 44,800.00	$ 139.00	$ 44,480.00	$ 96.00	$ 30,720.00
SS-02	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	8	$ 500.00	$ 4,000.00	$ 2,100.00	$ 16,800.00	$ 1,500.00	$ 12,000.00
SS-03	Dig Down to Verify Lateral Material and Size	EA	8	$ 800.00	$ 6,400.00	$ 700.00	$ 5,600.00	$ 600.00	$ 4,800.00
STORM SEWER									
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	50	$ 87.00	$ 4,350.00	$ 130.00	$ 6,500.00	$ 88.00	$ 4,400.00
ST-02	Remove and Replace 4" Diameter Storm Manhole	VF	8	$ 1,200.00	$ 9,600.00	$ 1,207.00	$ 9,656.00	$ 500.00	$ 4,000.00
ST-03	Remove and Replace Type B Inlet	EA	3	$ 2,225.00	$ 6,675.00	$ 3,373.00	$ 10,119.00	$ 2,100.00	$ 6,300.00
ST-04	Dig Down and Pour Crown on Storm Sewer Utility Hit (48" Storm Sewer)	EA	3	$ 1,800.00	$ 5,400.00	$ 2,500.00	$ 7,500.00	$ 1,300.00	$ 3,900.00
WATERMAIN									
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	2,200	$ 121.00	$ 266,200.00	$ 124.00	$ 272,800.00	$ 138.00	$ 303,600.00
W-02	Provide 16" PVC Water Main (Natural Backfill)	LF	150	$ 100.00	$ 15,000.00	$ 96.25	$ 14,437.50	$ 128.00	$ 19,200.00
W-03	Provide 12" PVC Water Main (Granular Backfill)	LF	60	$ 125.00	$ 7,500.00	$ 171.00	$ 10,260.00	$ 130.00	$ 7,800.00
W-04	Provide 10" PVC Water Main for Water Service	LF	25	$ 125.00	$ 3,125.00	$ 163.20	$ 4,080.00	$ 130.00	$ 3,250.00
W-05	Provide 8" PVC Water Main for Water Service	LF	60	$ 125.00	$ 7,500.00	$ 133.30	$ 7,998.00	$ 120.00	$ 7,200.00
W-06	Provide 6" PVC Hydrant Lead or Water Service	LF	120	$ 100.00	$ 12,000.00	$ 119.00	$ 14,280.00	$ 110.00	$ 13,200.00
W-07	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	2	$ 2,500.00	$ 5,000.00	$ 2,100.00	$ 4,200.00	$ 2,400.00	$ 4,800.00
W-08	Provide 1.5" HDPE Water Service	LF	25	$ 120.00	$ 3,000.00	$ 61.00	$ 1,525.00	$ 92.00	$ 2,300.00
W-09	Provide 1.5" Corporation and Curb Stop	EA	1	$ 950.00	$ 950.00	$ 1,095.00	$ 1,095.00	$ 1,100.00	$ 1,100.00
W-10	Provide 1" HDPE Water Service	LF	320	$ 108.00	$ 34,560.00	$ 61.00	$ 19,520.00	$ 82.00	$ 26,240.00
W-11	Provide 1" Corporation and Curb Stop	EA	10	$ 525.00	$ 5,250.00	$ 741.00	$ 7,410.00	$ 860.00	$ 8,600.00
W-12	Provide 16" Butterfly Valve	EA	3	$ 4,300.00	$ 12,900.00	$ 3,500.00	$ 10,500.00	$ 3,900.00	$ 11,700.00
W-13	Provide 10" Gate Valve	EA	1	$ 2,500.00	$ 2,500.00	$ 2,232.00	$ 2,232.00	$ 2,600.00	$ 2,600.00
W-14	Provide 8" Gate Valve	EA	1	$ 1,750.00	$ 1,750.00	$ 1,585.00	$ 1,585.00	$ 1,800.00	$ 1,800.00
W-15	Provide 6" Gate Valve	EA	6	$ 1,400.00	$ 8,400.00	$ 1,170.00	$ 7,020.00	$ 1,500.00	$ 9,000.00
W-16	Provide Hydrant 7.0' Bury	EA	5	$ 4,375.00	$ 21,875.00	$ 4,107.00	$ 20,535.00	$ 3,990.00	$ 19,950.00
W-17	Provide Connection to Existing Water Main	EA	4	$ 4,400.00	$ 17,600.00	$ 3,762.00	$ 15,048.00	$ 3,990.00	$ 15,960.00
W-18	Provide Watermain 1/2 Offset	EA	1	$ 5,000.00	$ 5,000.00	$ 4,812.00	$ 4,812.00	$ 8,650.00	$ 8,650.00
W-19	Dig Down and Verify Water Lateral Size and Material	EA	13	$ 800.00	$ 10,400.00	$ 500.00	$ 6,500.00	$ 600.00	$ 7,800.00
W-20	Abandon/Remove Water Main and Appurtenances	LS	1	$ 15,000.00	$ 15,000.00	$ 26,400.00	$ 26,400.00	$ 28,000.00	$ 28,000.00
STREET AND DRAINAGE									
SD-01	Unclassified Excavation	CY	5,300	$ 11.00	$ 58,300.00	$ 10.85	$ 57,505.00	$ 11.00	$ 58,300.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	TON	8,500	$ 8.75	$ 74,375.00	$ 8.50	$ 72,250.00	$ 9.00	$ 76,500.00
SD-03	Provide Asphalt Patch (Driveway)	SY	90	$ 65.00	$ 5,850.00	$ 75.55	$ 6,799.50	$ 90.00	$ 8,100.00
SD-04	Provide 24" Integral Curb	LF	4,500	$ 15.50	$ 69,750.00	$ 15.50	$ 69,750.00	$ 16.00	$ 72,000.00
SD-05	Remove Concrete Pavement with integral curb	SY	11,500	$ 3.50	$ 40,250.00	$ 3.50	$ 40,250.00	$ 3.50	$ 40,250.00
SD-06	Remove Asphaltic Concrete Pavement (Driveway)	SY	775	$ 4.00	$ 3,100.00	$ 3.60	$ 2,790.00	$ 3.60	$ 2,790.00
SD-07	Remove Concrete Pavement (Driveway)	SY	240	$ 4.00	$ 960.00	$ 3.60	$ 864.00	$ 3.60	$ 864.00
SD-08	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter	SY	8,200	$ 44.00	$ 360,800.00	$ 44.07	$ 361,374.00	$ 44.40	$ 364,080.00
SD-09	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter (HES-3 Day)	SY	1,450	$ 47.00	$ 68,150.00	$ 47.07	$ 68,251.50	$ 47.10	$ 68,295.00
SD-10	Provide 8-inch Concrete Driveway and Sidewalk	SY	1,300	$ 64.00	$ 83,200.00	$ 63.90	$ 83,070.00	$ 63.90	$ 83,070.00
SD-11	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	$ 2.00	$ 200.00	$ 2.00	$ 200.00	$ 2.00	$ 200.00
SD-12	Drilled Tie Bars	EA	50	$ 10.00	$ 500.00	$ 10.00	$ 500.00	$ 10.00	$ 500.00
SD-13	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	2,500	$ 10.75	$ 26,875.00	$ 10.75	$ 26,875.00	$ 10.75	$ 26,875.00
IAL									
SC-01	Pipe Foundation Stabilization	CY	100	$ 202.00	$ 20,200.00	$ 35.00	$ 3,500.00	$ 40.00	$ 4,000.00
SC-02	Inlet Protection	EA	15	$ 125.00	$ 1,875.00	$ 110.00	$ 1,650.00	$ 110.00	$ 1,650.00
SC-03	Tracking Pad	EA	2	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00	$ 850.00	$ 1,700.00

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PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		Advance Construction, Inc.		Wood Sewer & Excavating, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-04	Adjust Inlet	EA	6	$ 400.00	$ 2,400.00	$ 400.00	$ 2,400.00	$ 450.00	$ 2,700.00
SC-05	Adjust Manhole	EA	2	$ 400.00	$ 800.00	$ 400.00	$ 800.00	$ 750.00	$ 1,500.00
SC-06	Reconstruct Manhole	VF	4	$ 1,800.00	$ 7,200.00	$ 500.00	$ 2,000.00	$ 780.00	$ 3,120.00
SC-07	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 25,500.00	$ 25,500.00	$ 7,000.00	$ 7,000.00
SC-08	Traffic Control Detour Route	LS	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00
SC-09	Salvage Fence and Replace	LS	1	$ 5,100.00	$ 5,100.00	$ 6,050.00	$ 6,050.00	$ 6,000.00	$ 6,000.00
	BASE BID TOTALS				**$ 1,380,620.00**		**$ 1,389,271.50**		**$ 1,401,364.00**

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Kruczek Construction, Inc.		Advance Construction, Inc.		Wood Sewer & Excavating, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-10	Remove Existing Light Pole Base	EA	13	$ 200.00	$ 2,600.00	$ 200.00	$ 2,600.00	$ 200.00	$ 2,600.00
SC-11	Remove Existing Light Pole (Salvage to City)	EA	13	$ 250.00	$ 3,250.00	$ 250.00	$ 3,250.00	$ 175.00	$ 2,275.00
SC-12	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	4,000	$ 5.00	$ 20,000.00	$ 5.00	$ 20,000.00	$ 7.00	$ 28,000.00
SC-13	Conduit Bored, 2-Inch	LF	500	$ 18.00	$ 9,000.00	$ 18.00	$ 9,000.00	$ 29.00	$ 14,500.00
SC-14	Pull Box 24x42 Inch	EA	5	$ 800.00	$ 4,000.00	$ 750.00	$ 3,750.00	$ 940.00	$ 4,700.00
SC-15	Concrete Base, Type 5	EA	13	$ 800.00	$ 10,400.00	$ 750.00	$ 9,750.00	$ 935.00	$ 12,155.00
SC-16	Concrete Control Cabinet Base, Type L24	EA	1	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 1,165.00	$ 1,165.00
SC=17	Electrical Wire Lighting 12 AWG	LF	4,500	$ 0.60	$ 2,700.00	$ 0.55	$ 2,475.00	$ 1.00	$ 4,500.00
SC-18	Electrical Wire Lighting 4 AWG	LF	6,000	$ 1.25	$ 7,500.00	$ 1.20	$ 7,200.00	$ 2.00	$ 12,000.00
SC-19	Electrical Service Meter Breaker Pedestal	LS	1	$ 1,736.81	$ 1,736.81	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
SC-20	Transformer Base Breakaway 11 1/2 Bolt Circle, Anodized Black with Factory Applied Black Finish	EA	13	$ 400.00	$ 5,200.00	$ 360.00	$ 4,680.00	$ 575.00	$ 7,475.00
SC-21	Poles Type 5-Aluminum, Anodized Black	EA	13	$ 1,400.00	$ 18,200.00	$ 1,350.00	$ 17,550.00	$ 1,685.00	$ 21,905.00
SC-22	Luminaire Arms Single Member 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	13	$ 275.00	$ 3,575.00	$ 260.00	$ 3,380.00	$ 400.00	$ 5,200.00
SC-23	Luminaires Utility LED C	EA	13	$ 400.00	$ 5,200.00	$ 400.00	$ 5,200.00	$ 500.00	$ 6,500.00
SC-24	Lighting Control Cabinet, 120/240 24-inch	EA	1	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00
	ALTERNATE BID TOTALS				**$ 100,861.81**		**$ 97,235.00**		**$ 131,475.00**
	BASE BID PLUS ALTERNATE BID TOTALS				**$ 1,481,481.81**		**$ 1,486,506.50**		**$ 1,532,839.00**

Attachment: 2019 0328 CE_19-18 Bid Tab (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				Jossart Brothers, Inc.		PTS Construction, Inc.		Carl Bowers & Sons	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	320	$ 115.00	$ 36,800.00	$ 170.00	$ 54,400.00	$ 90.00	$ 28,800.00
SS-02	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	8	$ 750.00	$ 6,000.00	$ 290.00	$ 2,320.00	$ 1,000.00	$ 8,000.00
SS-03	Dig Down to Verify Lateral Material and Size	EA	8	$ 500.00	$ 4,000.00	$ 1,400.00	$ 11,200.00	$ 500.00	$ 4,000.00
STORM SEWER									
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	50	$ 75.00	$ 3,750.00	$ 147.00	$ 7,350.00	$ 90.00	$ 4,500.00
ST-02	Remove and Replace 4" Diameter Storm Manhole	VF	8	$ 825.00	$ 6,600.00	$ 885.00	$ 7,080.00	$ 500.00	$ 4,000.00
ST-03	Remove and Replace Type B Inlet	EA	3	$ 2,500.00	$ 7,500.00	$ 3,360.00	$ 10,080.00	$ 2,500.00	$ 7,500.00
ST-04	Dig Down and Pour Crown on Storm Sewer Utility Hit (48" Storm Sewer)	EA	3	$ 1,600.00	$ 4,800.00	$ 1,865.00	$ 5,595.00	$ 2,000.00	$ 6,000.00
WATERMAIN									
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	2,200	$ 138.00	$ 303,600.00	$ 165.00	$ 363,000.00	$ 162.00	$ 356,400.00
W-02	Provide 16" PVC Water Main (Natural Backfill)	LF	150	$ 95.00	$ 14,250.00	$ 117.00	$ 17,550.00	$ 145.00	$ 21,750.00
W-03	Provide 12" PVC Water Main (Granular Backfill)	LF	60	$ 125.00	$ 7,500.00	$ 160.00	$ 9,600.00	$ 125.00	$ 7,500.00
W-04	Provide 10" PVC Water Main for Water Service	LF	25	$ 135.00	$ 3,375.00	$ 207.00	$ 5,175.00	$ 120.00	$ 3,000.00
W-05	Provide 8" PVC Water Main for Water Service	LF	60	$ 130.00	$ 7,800.00	$ 192.00	$ 11,520.00	$ 114.00	$ 6,840.00
W-06	Provide 6" PVC Hydrant Lead or Water Service	LF	120	$ 95.00	$ 11,400.00	$ 170.00	$ 20,400.00	$ 95.00	$ 11,400.00
W-07	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	2	$ 1,700.00	$ 3,400.00	$ 1,470.00	$ 2,940.00	$ 1,700.00	$ 3,400.00
W-08	Provide 1.5" HDPE Water Service	LF	25	$ 95.00	$ 2,375.00	$ 165.00	$ 4,125.00	$ 78.00	$ 1,950.00
W-09	Provide 1.5" Corporation and Curb Stop	EA	1	$ 920.00	$ 920.00	$ 1,175.00	$ 1,175.00	$ 1,800.00	$ 1,800.00
W-10	Provide 1" HDPE Water Service	LF	320	$ 94.00	$ 30,080.00	$ 165.00	$ 52,800.00	$ 72.00	$ 23,040.00
W-11	Provide 1" Corporation and Curb Stop	EA	10	$ 510.00	$ 5,100.00	$ 630.00	$ 6,300.00	$ 1,500.00	$ 15,000.00
W-12	Provide 16" Butterfly Valve	EA	3	$ 4,200.00	$ 12,600.00	$ 4,000.00	$ 12,000.00	$ 4,200.00	$ 12,600.00
W-13	Provide 10" Gate Valve	EA	1	$ 2,500.00	$ 2,500.00	$ 2,300.00	$ 2,300.00	$ 2,800.00	$ 2,800.00
W-14	Provide 8" Gate Valve	EA	1	$ 1,800.00	$ 1,800.00	$ 1,665.00	$ 1,665.00	$ 2,100.00	$ 2,100.00
W-15	Provide 6" Gate Valve	EA	6	$ 1,300.00	$ 7,800.00	$ 1,215.00	$ 7,290.00	$ 1,400.00	$ 8,400.00
W-16	Provide Hydrant 7.0' Bury	EA	5	$ 4,000.00	$ 20,000.00	$ 4,250.00	$ 21,250.00	$ 4,000.00	$ 20,000.00
W-17	Provide Connection to Existing Water Main	EA	4	$ 4,500.00	$ 18,000.00	$ 3,600.00	$ 14,400.00	$ 3,500.00	$ 14,000.00
W-18	Provide Watermain 1/2 Offset	EA	1	$ 4,000.00	$ 4,000.00	$ 7,425.00	$ 7,425.00	$ 3,000.00	$ 3,000.00
W-19	Dig Down and Verify Water Lateral Size and Material	EA	13	$ 400.00	$ 5,200.00	$ 1,400.00	$ 18,200.00	$ 500.00	$ 6,500.00
W-20	Abandon/Remove Water Main and Appurtenances	LS	1	$ 14,000.00	$ 14,000.00	$ 4,660.00	$ 4,660.00	$ 10,000.00	$ 10,000.00
STREET AND DRAINAGE									
SD-01	Unclassified Excavation	CY	5,300	$ 11.50	$ 60,950.00	$ 11.00	$ 58,300.00	$ 12.25	$ 64,925.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	TON	8,500	$ 9.00	$ 76,500.00	$ 9.00	$ 76,500.00	$ 11.80	$ 100,300.00
SD-03	Provide Asphalt Patch (Driveway)	SY	90	$ 82.00	$ 7,380.00	$ 68.00	$ 6,120.00	$ 105.00	$ 9,450.00
SD-04	Provide 24" Integral Curb	LF	4,500	$ 16.50	$ 74,250.00	$ 16.00	$ 72,000.00	$ 17.00	$ 76,500.00
SD-05	Remove Concrete Pavement with integral curb	SY	11,500	$ 6.00	$ 69,000.00	$ 3.60	$ 41,400.00	$ 5.75	$ 66,125.00
SD-06	Remove Asphaltic Concrete Pavement (Driveway)	SY	775	$ 3.80	$ 2,945.00	$ 4.00	$ 3,100.00	$ 8.00	$ 6,200.00
SD-07	Remove Concrete Pavement (Driveway)	SY	240	$ 3.80	$ 912.00	$ 3.70	$ 888.00	$ 10.00	$ 2,400.00
SD-08	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter	SY	8,200	$ 46.50	$ 381,300.00	$ 45.00	$ 369,000.00	$ 48.00	$ 393,600.00
SD-09	Provide 9-inch Doweled Concrete Pavement with Integral Curb and Gutter (HES-3 Day)	SY	1,450	$ 50.00	$ 72,500.00	$ 48.00	$ 69,600.00	$ 52.00	$ 75,400.00
SD-10	Provide 8-inch Concrete Driveway and Sidewalk	SY	1,300	$ 67.50	$ 87,750.00	$ 65.00	$ 84,500.00	$ 69.00	$ 89,700.00
SD-11	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	$ 2.10	$ 210.00	$ 2.00	$ 200.00	$ 2.25	$ 225.00
SD-12	Drilled Tie Bars	EA	50	$ 10.50	$ 525.00	$ 10.00	$ 500.00	$ 11.00	$ 550.00
SD-13	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	2,500	$ 11.50	$ 28,750.00	$ 11.00	$ 27,500.00	$ 8.00	$ 20,000.00
IAL									
SC-01	Pipe Foundation Stabilization	CY	100	$ 0.01	$ 1.00	$ 30.00	$ 3,000.00	$ 20.00	$ 2,000.00
SC-02	Inlet Protection	EA	15	$ 100.00	$ 1,500.00	$ 280.00	$ 4,200.00	$ 100.00	$ 1,500.00
SC-03	Tracking Pad	EA	2	$ 1,200.00	$ 2,400.00	$ 2,165.00	$ 4,330.00	$ 1,500.00	$ 3,000.00

Attachment: 2019 0328 CE_19-18 Bid Tab (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

PROJECT 19-18 PROSPER STREET AND ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY
BID TAB

				BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				Jossart Brothers, Inc.		PTS Construction, Inc.		Carl Bowers & Sons	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-04	Adjust Inlet	EA	6	$ 600.00	$ 3,600.00	$ 1,100.00	$ 6,600.00	$ 450.00	$ 2,700.00
SC-05	Adjust Manhole	EA	2	$ 500.00	$ 1,000.00	$ 900.00	$ 1,800.00	$ 450.00	$ 900.00
SC-06	Reconstruct Manhole	VF	4	$ 600.00	$ 2,400.00	$ 700.00	$ 2,800.00	$ 500.00	$ 2,000.00
SC-07	Traffic Control	LS	1	$ 4,000.00	$ 4,000.00	$ 5,600.00	$ 5,600.00	$ 6,000.00	$ 6,000.00
SC-08	Traffic Control Detour Route	LS	1	$ 1,500.00	$ 1,500.00	$ 1,020.00	$ 1,020.00	$ 1,100.00	$ 1,100.00
SC-09	Salvage Fence and Replace	LS	1	$ 6,000.00	$ 6,000.00	$ 5,400.00	$ 5,400.00	$ 6,700.00	$ 6,700.00
	BASE BID TOTALS				**$ 1,430,523.00**		**$ 1,526,158.00**		**$ 1,525,555.00**

				BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				Jossart Brothers, Inc.		PTS Construction, Inc.		Carl Bowers & Sons Construction	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-10	Remove Existing Light Pole Base	EA	13	$ 220.00	$ 2,860.00	$ 205.00	$ 2,665.00	$ 220.00	$ 2,860.00
SC-11	Remove Existing Light Pole (Salvage to City)	EA	13	$ 270.00	$ 3,510.00	$ 255.00	$ 3,315.00	$ 275.00	$ 3,575.00
SC-12	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	4,000	$ 5.25	$ 21,000.00	$ 5.00	$ 20,000.00	$ 5.50	$ 22,000.00
SC-13	Conduit Bored, 2-Inch	LF	500	$ 19.00	$ 9,500.00	$ 18.00	$ 9,000.00	$ 19.80	$ 9,900.00
SC-14	Pull Box 24x42 Inch	EA	5	$ 800.00	$ 4,000.00	$ 765.00	$ 3,825.00	$ 825.00	$ 4,125.00
SC-15	Concrete Base, Type 5	EA	13	$ 800.00	$ 10,400.00	$ 765.00	$ 9,945.00	$ 825.00	$ 10,725.00
SC-16	Concrete Control Cabinet Base, Type L24	EA	1	$ 1,300.00	$ 1,300.00	$ 1,225.00	$ 1,225.00	$ 1,300.00	$ 1,300.00
SC=17	Electrical Wire Lighting 12 AWG	LF	4,500	$ 0.60	$ 2,700.00	$ 0.60	$ 2,700.00	$ 0.60	$ 2,700.00
SC-18	Electrical Wire Lighting 4 AWG	LF	6,000	$ 1.30	$ 7,800.00	$ 1.25	$ 7,500.00	$ 1.30	$ 7,800.00
SC-19	Electrical Service Meter Breaker Pedestal	LS	1	$ 1,300.00	$ 1,300.00	$ 1,225.00	$ 1,225.00	$ 1,300.00	$ 1,300.00
SC-20	Transformer Base Breakaway 11 1/2 Bolt Circle, Anodized Black with Factory Applied Black Finish	EA	13	$ 380.00	$ 4,940.00	$ 366.00	$ 4,758.00	$ 400.00	$ 5,200.00
SC-21	Poles Type 5-Aluminum, Anodized Black	EA	13	$ 1,500.00	$ 19,500.00	$ 1,400.00	$ 18,200.00	$ 1,460.00	$ 18,980.00
SC-22	Luminaire Arms Single Member 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	13	$ 275.00	$ 3,575.00	$ 265.00	$ 3,445.00	$ 280.00	$ 3,640.00
SC-23	Luminaires Utility LED C	EA	13	$ 420.00	$ 5,460.00	$ 410.00	$ 5,330.00	$ 450.00	$ 5,850.00
SC-24	Lighting Control Cabinet, 120/240 24-inch	EA	1	$ 6,500.00	$ 6,500.00	$ 6,367.00	$ 6,367.00	$ 6,500.00	$ 6,500.00
	ALTERNATE BID TOTALS				**$ 104,345.00**		**$ 99,500.00**		**$ 106,455.00**
	BASE BID PLUS ALTERNATE BID TOTALS				**$ 1,534,868.00**		**$ 1,625,658.00**		**$ 1,632,010.00**

Attachment: 2019 0328 CE_19-18 Bid Tab (8107 : Rec from BOPW to Award Contract 19-18 Prosper St &

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #19-09 Amending § 150-15 De Pere Municipal Code Regarding Heavy Truck Route.**

The Board of Public Works at the April 8, 2019 meeting approved revisions to the Heavy Truck Route Ordinance exempting city vehicles and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The police department has been enforcing compliance of the City's heavy truck route ordinance. As part of this enforcement process, the police department has been receiving concerns with the City needing to follow the heavy truck routes as well for the City's operations. The police department notified the public works department regarding these concerns. I discussed these concerns with our City Attorney and City Administrator. It was decided to revise our existing heavy truck route ordinance to exempt the City's operations which is similar to the City of Green Bay. The ordinance revisions is just adding a section (See attached highlighted in yellow) which exempts vehicles owned by federal or state government, school districts or political subdivision thereof when engaged in official functions.

Staff recommends approving the revisions to the heavy truck route ordinance.

ATTACHMENTS:

- Ord19-09 (DOCX)
- Heavy Truck Route Revisions - Exempt Govt Vehicles 3-29-19 (DOCX)

ORDINANCE #19-09

AMENDING § 150-15 DE PERE MUNICIPAL CODE REGARDING HEAVY TRUCK ROUTE

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

SECTION 1. Section 150-15, is hereby amended by adding the following paragraph as a new subsection (e):

> (e) *Vehicles exempt.* This section shall not apply to vehicles owned by federal or state governments, school districts or political subdivision thereof when engaged in official functions.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____
Nays:_____
Committee Approval: 04/08/19
Publication Date: _____

Attachment: Ord19-09 (8109 : Ordinance #19-09 Amending § 150-15 DPMC Regarding Heavy Truck Route.)

Sec. 150-15. - Heavy traffic route.

(a) *Restriction on use of streets by heavy traffic.* No heavy traffic shall be operated or moved on any highway, street or alley not designated as part of the heavy truck route in subsection (b) of this section, except for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such highway, street or alley. For purposes of this section, the term "heavy traffic" is defined as all vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of 9,500 pounds, except that for purposes of defining "heavy traffic" as the same relates to County Trunk Highway "G" (Chicago Street from east city limits to Webster Avenue and Webster Avenue from Chicago Street to George Street) and also the alley located north of Main Avenue between North Fourth Street and North Fifth Street, the gross weight shall be 19,000 pounds. This subsection shall not prohibit heavy traffic on a route authorized by a parade permit validly issued pursuant to this Code.

(b) *Designated heavy truck route.* The following highways or streets are designated as a heavy traffic route:

(1) North and South Broadway Street.

(2) Lawrence Drive from Main Avenue to Fortune Avenue.

(3) Red Maple Road.

(4) All county trunk highways within the city's boundaries.

(5) American Boulevard.

(6) Fortune Avenue.

(7) Venture Avenue.

(8) East Matthew Drive.

(9) West Matthew Drive.

(10) Suburban Drive south of Scheuring Road.

(11) Heritage Road.

(12) Enterprise Drive, North and South.

(13) Millennium Drive.

(14) Commerce Drive.

(15) O'Keefe Road from Enterprise Drive to County Trunk Highway PP.

(16) Destiny Drive.

(17) Profit Place.

(18) USH 41 Frontage Road from south city limits to Southbridge Road.

(19) Southbridge Road from USH 41 Frontage Road to American Boulevard.

(20) Innovation Court.

(21) Prosper Street.

(22) All state highways within the city's boundaries.

(23) Richco Road.

Each of the foregoing streets and highways are subject to the weight limitations for class A highways as set forth in Wis. Stats. ch. 348, when vehicles are being legally operated or moved thereon in accordance with the exception to the prohibition against heavy traffic as set forth in subsection (a) of this section.

(c) *Class B highways designated.* All streets, highways and alleys, except those set forth in subsection (b) of this section, are hereby designated class B highways and subject to the weight limitations imposed by Wis. Stats. § 348.16, when vehicles are operated or moved thereon pursuant to the exception to the prohibition against heavy traffic as set forth in subsection (a) of this section.

(d) *Special or seasonal weight limitations.* Pursuant to the authority of Wis. Stats. § 349.16, the common council hereby designates the director of public works as the officer in charge of maintenance of streets and highways in the city and authorizes such director, when necessary, to impose special weight limitations on any highway or street or its portion within the city which, because of the weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, including, but not limited to, damage to street caused by heavy volumes of truck traffic or damage to streets not completely constructed, would likely be seriously damaged or destroyed in the absence of such special limitations. The director of public works shall, upon making determinations to impose special weight limitations in accordance herewith, erect signs on or along the highways or streets on which it is desired to impose the limitation sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. All weight limitation signs and their erection shall comply with the rules of the state department of transportation.

(e) *Vehicles exempt.* This section shall not apply to vehicles owned by federal or state governments, school districts or political subdivision thereof when engaged in official functions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #19-10 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.**

The Board of Public Works at the April 8, 2019 meeting approved the City Engineer's Parking and Traffic recommendation for installation of yield signs on Cook Street at Robin Street and denied the installation of yield sign on Seventh Street at Reid Street and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Ord19-10 (DOCX)
- 2019-03-06-CI-BOPW-PTTeam-Recommendations (DOCX)

ORDINANCE #19-10

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule C (Yield Right-of-Way Intersections) is hereby amended as follows:

ADDITIONS:

Traffic On	*Yields At*
Cook Street (West)	Robin Street
Cook Street (East)	Robin Street

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____
Nays:_____
Board/Committee Denial: 04/08/19
Publication Date: _____
Effective Date: _____

Attachment: Ord19-10 (8134 : Ord #19-10 Amending Chapter 150 DPMC Regarding Traffic Regulations.)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: http://www.de-pere.org

City Engineer Parking and Traffic Recommendations
March 6, 2019 Meeting

Signs – Other

1. Request for stop or yield signs on Cook Street at Robin Street in both locations.
   - This installation of the yield sign on Cook Street at Robin Street meets the City policy for Unsignalized Intersections. There is a jog in Cook Street at Robin Street.

   Recommendation:
   - Staff recommends the yield sign on Cook Street (east and west) with the ordinance updated as follows:

   Yield Right-of-Way Intersections
   Insert:

Traffic On	*Yields At*
Cook Street (West)	*Robin Street*
Cook Street (East)	*Robin Street*

2. Consider the installation of yield signs on Seventh Street at Reid Street.
   - This is a cross intersection. The southerly leg is a dead end and serves one property.

   Recommendation:
   - Staff recommends the yield sign on the north side of the intersection for Seventh Street. Update the ordinance for the existing yield signs as follows:

   Yield Right-of-Way Intersections
   Insert:

Traffic On	*Yields At*
Seventh Street (North)	*Reid Street*

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Attachment: 2019-03-06-CI-BOPW-PTTeam-Recommendations (8134 : Ord #19-10 Amending Chapter 150 DPMC Regarding Traffic Regulations.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-30 Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats., Sanitary Sewer System on Parkview Road from Ashwaubenon Creek to Ashland Avenue.**

The Board of Public Works at the April 8, 2019 meeting approved the preliminary resolution for special assessment for sanitary sewer system for Parkview Road from Ashwaubenon Creek to Ashland Avenue and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-30 (DOCX)
- CI - BOPW-Project 19-01_Sanitary_Sewer_Preliminary_Resolution-2019-04-08 (DOCX)
- CI_CALC_Schedule_B_&_C_Sanitary_Sewer_Parkview_RD_4-3-2019 (PDF)
- CI_CALC_Schedule_D_Sanitary_Sewer_Parkview_RD_4-3-2019 (PDF)
- Parkview Rd Assessment Map Sanitary (PDF)

RESOLUTION #19-30

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
SANITARY SEWER SYSTEM ON PARKVIEW ROAD FROM ASHWAUBENON CREEK TO
ASHLAND AVENUE

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

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

SANITARY SEWER SYSTEM – PARKVIEW ROAD

North side of Parkview Road from Ashwaubenon Creek to Parkview Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The sanitary sewer system shall be assessed against developable or developed parcels that do not currently have public sanitary sewer. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on the linear foot of frontage.

Attachment: Reso19-30 (8104 : Reso #19-30 Prelim Reso for Spec Assess for San Sewer, Parkview Rd)

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

(a) No interest imputed if payment of assessment made in full within 30 days of invoice;

(b) Payment shall be in ten (10) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

(c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

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

(a) Preliminary plans and specifications for said improvements;

(b) An estimate of the entire cost of the proposed improvements;

(c) A schedule of the proposed assessments;

(d) A statement that the property against which the assessments are proposed is benefited.

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

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

Attachment: Reso19-30 (8104 : Reso #19-30 Prelim Reso for Spec Assess for San Sewer, Parkview Rd)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey Danen, Deputy City Clerk

Ayes: ____

Nays: ____

Attachment: Reso19-30 (8104 : Reso #19-30 Prelim Reso for Spec Assess for San Sewer, Parkview Rd)

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: April 8, 2019
Subject: Consider Preliminary Resolution for Special Assessment for Sanitary Sewer System, Parkview Road from Ashwaubenon Creek to Ashland Avenue*

The Wisconsin Department of Transportation (WisDOT) will be realigning and reconstructing Parkview Road in 2019. The residential property at 1605 Ashland Avenue (WD-63-2) is serviced by a private wastewater treatment system. New sanitary sewer is being extended to service the property prior to the WisDOT project. The sanitary sewer is being assessed per the City Municipal Code as follows:

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(2) Assessable improvements. Assessable improvements are public infrastructure, street construction and sidewalk construction improvements which confer special upon abutting property. Public infrastructure includes water, storm sewer and sanitary sewer but does not include sewer capacity charges from a metropolitan sewerage district. Assessable improvements include:

b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
c. New or additional laterals to an existing lot.

The preliminary resolution with Schedules B, C, and D, for the sanitary sewer construction costs are attached.

1605 Ashland Avenue is the only property being assessed by the project as the other properties are either connected to the sanitary sewer or not developable.

The staff recommendation is to approve the preliminary resolution to the Common Council to schedule a Public Hearing with the following addition:

- 10-year payback period for these assessments for 1605 Ashland Avenue (WD-63-2).

ATTACHMENTS:

- Resolution #19 – Parkview Road Sanitary Sewer (PDF)
- Special Assessment Boundary Map (PDF)
- Schedule B, C, & D Sanitary Sewer (PDF)

Attachment: CI - BOPW-Project 19-01_Sanitary_Sewer_Preliminary_Resolution-2019-04-08 (8104 : Reso #19-30 Prelim Reso for Spec Assess for

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
SANITARY SEWER FOR PARKVIEW ROAD
April 3, 2019

SANITARY SEWER MAIN
NOTE: INCLUDES A 5% CONTINGENCY

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-01	Provide 8" PVC Sanitary Sewer (Natural Backfill)	100	$40 LF	$4,000	$4,000
SS-02	Provide 8" PVC Sanitary Sewer (Granular Backfill)	250	$78 LF	$19,500	$19,500
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	20	$305 VF	$6,100	$6,100
			Sub-Total	$29,600	$29,600
			Technical, Legal, Administration, and Contingency	$7,400	$7,400
			Total Estimated Cost	**$37,000**	**$37,000**
			Total Estimated Project Cost	**$37,000**	

SANITARY SEWER LATERAL - Single Family

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
SS-04	Provide 4" PVC Sanitary Sewer Lateral	35	$30 LF	$1,050	$1,050
SS-05	Provide 8"x4" Sanitary Wye	1	$50 EA	$50	$50
			Sub-Total	$1,100	$1,100
			Technical, Legal, Administration, and Contingency	$275	$275
			Total Estimated Cost	**$1,375**	**$1,375**
			Total Estimated Project Cost	**$1,375**	

SCHEDULE C
PROPOSED ASSESSMENT RATES
SANITARY SEWER FOR RYAN ROAD

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer Main	LF	755.14	$37,000	$49.00
Sanitary Sewer Laterals - Single Family	Each	1	$1,375	$1,375.00

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Sanitary Sewer Main Assessment	755.14 LF	$49.00	$37,000
(2) Sanitary Sewer Lateral Assessment - Single Family	1 EA	$1,375.00	$1,375
		Total Estimated Project Cost	**$38,375**

X:\Projects\City Projects\2019\Project 19-01 Sewer and Water Relay and Street Resurfacing\810-Special Assessments\Sanitary Sewer\CI_CALC_Schedule_B_&_C_Sanitary_Sewer_Parkview_RD_4-3-2019

Attachment: CI_CALC_Schedule_B_&_C_Sanitary_Sewer_Parkview_RD_4-3-2019 (8104 : Reso #19-30 Prelim Reso for Spec Assess for San

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
APRIL 3, 2019
SANITARY SEWER IMPROVEMENTS
LOCATION - PARKVIEW ROAD

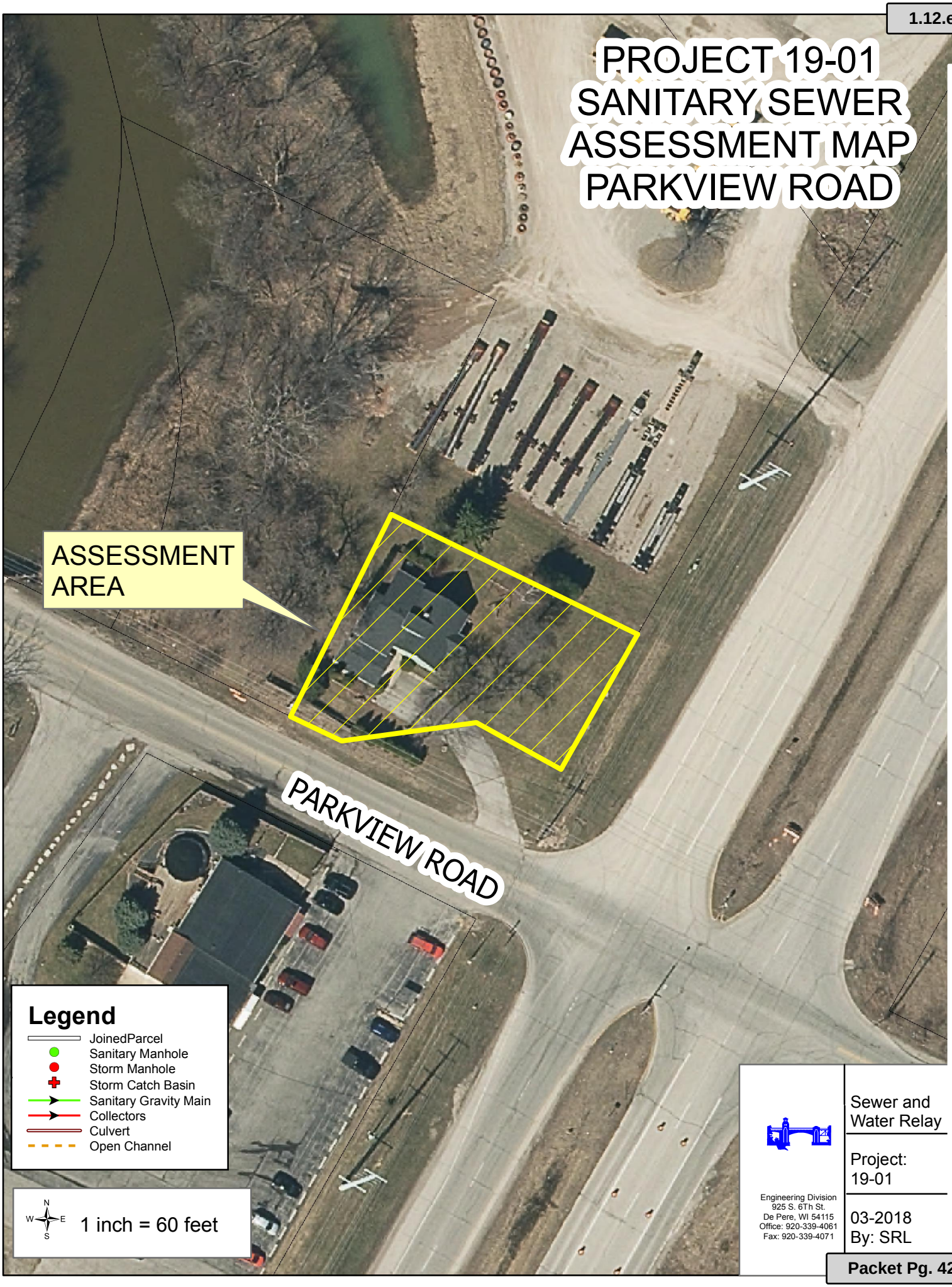
COST PER LINEAR FOOT - SANITARY SEWER MAIN	$49.00	LF
COST PER UNIT - SANITARY SEWER LATERAL - SINGLE FAMILY	$1,375.00	EA

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	UNIT (LF)	SANITARY SEWER SYSTEM MAIN UNIT	MAIN COST	LATERAL - SINGLE FAMILY UNIT	LATERAL - SINGLE FAMILY COST	TOTAL ASSESSMENT
MICHAEL H ASCHENBRENNER 1605 N ASHLAND AV DE PERE WI 54115-1505	1605 N ASHLAND AV WD-63-2	136	136	$6,664.00	1	$1,375.00	$8,039.00
	TOTAL	136	136.00	$6,664.00	1.00	$1,375.00	$8,039.00

Notes
1. Parcel WD-63-1 has been determined to be undevelopable. (100 feet of frontage)
2. Parcel WD-68-1 (1535 N. Ashland Avenue) has an existing sanitary sewer service. It is a corner lot and has both frontages reduced by 60 feet persuant to City of De Pere Municipal Code 13-7. (410.78 feet of frontage reduced to 290.78 feet of assessable frontage)
3. Frontage along the Ashwaubenon Creek is undevelopable (228.36 feet of frontage)

Attachment: CI_CALC_Schedule_D_Sanitary_Sewer_Parkview_RD_4-3-2019 (8104 : Reso #19-30 Prelim

PROJECT 19-01 SANITARY SEWER ASSESSMENT MAP PARKVIEW ROAD



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

Sewer and Water Relay

Project: 19-01

03-2018
By: SRL

Attachment: Parkview Rd Assessment Map Sanitary (8104 : Reso #19-30 Prelim Reso for Spec Assess for San Sewer, Parkview Rd)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-31 Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (2019 Traffic Signal Study).**

The Board of Public Works at the April 8, 2019 meeting approved the quote for 2019 Traffic Signal Study to JT Engineering, Inc. for $19,955 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:

- Reso19-31 (DOCX)
- Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (PDF)
- Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (PDF)
- Exhibit B-JT_Traffic_Study_Proposal (PDF)
- CI_BOPW_2019_Traffic_Study_4-8-2019 (DOC)

RESOLUTION #19-31

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND JT ENGINEERING, INC.
(2019 Traffic Signal Study)

WHEREAS, the City is in need of contracting with an engineering firm to provide a traffic signal study within its Main Avenue and Reid Street corridors; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Deputy City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and JT Engineering, Inc., as is attached hereto and incorporated herein as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-31 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT Engineering for 2019 Traffic Signal Study.)

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND JT ENGINEERING, INC.
(2019 Traffic Signal Study)

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and JT Engineering, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of a traffic signal study within the Main Avenue and Reid Street corridors; and

WHEREAS, the Consultant has available and offers to provide qualified personnel, equipment and professional assistance necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated March 27, 2019 (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 Exhibits A and B. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into this 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.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with necessary information concerning the project, such as the 2009-2010 Traffic Signal Study, traffic signal record drawings, and the West De Pere

School District Traffic Impact Analysis, and other information relevant to the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. 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

Attachment: Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (8114 : Reso #19-31 Authorizing Consultant Agreement

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, with monthly invoicing based upon the percentage of work completed. Payment to the Consultant is due upon receipt of invoice by the City; however, the City will not issue more than one payment per month. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

Attachment: Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (8114 : Reso #19-31 Authorizing Consultant Agreement

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.

Attachment: Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (8114 : Reso #19-31 Authorizing Consultant Agreement

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 the following:

If to City:	With a copy to:
City of DePere	City of De Pere
Attention: City Clerk-Treasurer	Attention: City Engineer
335 South Broadway Street	925 South Sixth Street

Attachment: Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (8114 : Reso #19-31 Authorizing Consultant Agreement

De Pere, WI 54115 De Pere, WI 54115

If to Consultant:
JT Engineering, Inc.
Attention: Robert Schuurmans, P.E.
1077 Centennial Centre Boulevard
Hobart, WI 54155

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

JT ENGINEERING, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name:_____
Title: _____

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, Deputy City Clerk

J:\Law\Agreements\2019\Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19.docx

Attachment: Consultant Agreement-JT Engineering(2019 Traffic Signal Study)4-9-19 (8114 : Reso #19-31 Authorizing Consultant Agreement

Request for Proposals
For
2019 Traffic Signal Study

The City of De Pere would like to invite your firm to submit a proposal for the 2019 Traffic Signal Study for the City of De Pere.

Your proposal must be submitted to our office by Wednesday, March 27, 2019 at 3:00 p.m. Proposals can be submitted via email to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

This traffic signal study will analyze the traffic and timing of the existing signals within the Main Avenue and Reid Street corridors in the City of De Pere. Based off of this analysis, signal timing recommendations should be given for each signalized intersection. The City currently uses Eagle EPAC M50 NEMA Controllers. A traffic study was last completed in 2009-2010. Since that time, there have been significant changes in the corridor, including the following:

- The removal of the traffic signal at the intersection of Main Avenue and Lawrence Drive with the installation of a roundabout.
- The signal modification of Main Avenue and Tenth Street to accommodate the roundabout construction. This signal includes detection to minimize queuing back to the Main Avenue and Lawrence Drive roundabout.
- Construction of left turn lanes on Eighth Street at Main Avenue.

Evaluate the Main Avenue and Reid corridor under existing traffic and year 2039 traffic projections.

Additional analysis is required to the Main Avenue and Eighth Street signalized intersection to perform an evaluation of the existing intersection with the eastbound lanes being modified for a left turn only and a thru/right lane. Perform another evaluation for the addition of dedicated left turn lanes on Main Avenue while still maintaining a thru and thru/right lane for east and westbound traffic under existing and future traffic projections.

The following intersections are included in this review:

Main Avenue:

1. Tenth Street / Festival Foods
2. Ninth Street
3. Eighth Street
4. Fifth Street (no signals)
5. Fourth Street

Reid Street

6. Fifth Street
7. Fourth Street
8. Third Street

Attachment: Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT

SCOPE OF SERVICES:

The scope of services for this project is to include the following for each intersection:

- Gather traffic data and perform traffic counts
- Model corridor
- Perform 20-year traffic projections
- Provide recommendations for timing in corridor.
- Provide recommendations for the signals at each intersection for existing and projected traffic volumes.
- Perform evaluations for Main Avenue and Eighth Street.
    - Modification of existing eastbound configuration to a dedicated left lane and a thru/right turn lane.
    - Addition of dedicated left turn lanes to both east and west bound traffic while maintaining a thru and thru/right lane.
- Perform a signal warrant analysis for Main Avenue and Fifth Street.
- The West De Pere School District is proposing significant school expansions to the high school off of Grant Street and the Middle School off of S. Ninth Street. TADI, Inc. has been retained by the District's Architect to complete a traffic impact analysis (TIA) along Grant Street and near the high school on Helena Street. Part of the scope of services for this proposal will be to review the TIA and provide input to the City along with any recommended changes and/or concerns.

The consultant should include three meetings in the proposal as follows:

- Kickoff meeting, including a review of the site.
- Preliminary report meeting.
- Final report meeting.

The majority of correspondence and review will be completed via email.

SCHEDULING:

The received proposals for the 2019 Traffic Signal Study will be taken to the April 8, 2019 Board of Public Works meeting for consideration and approval.

Once the project is awarded, the City anticipates the contracts to be finalized and study to be completed by July 31, 2019. After which, the City will review the recommendations.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all

Attachment: Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT

suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub-consultants in prosecuting the work.

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 of borings and patching slabs and pavements for soil boring activities.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the 2019 Traffic Signal Study include the following:

1. All traffic counts, signal warrant analysis, and recommendations in a PDF format.
2. Signal timings in PDF format and a format compatible with the traffic signals.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant for the 2019 Traffic Signal Study:

1. 2009-2010 Traffic Signal Study.
2. Traffic Signal Record Drawings.
3. West De Pere School District Traffic Impact Analysis

A sample consultant agreement is attached.

Attachment: Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Gather traffic data and perform traffic counts	1	LS	$	$
B	Model Corridor	1	LS	$	$
C	Perform 20-year traffic projections	1	LS	$	$
D	Provide recommendations for timing in corridor	1	LS	$	$
E	Provide recommendations for the signals at each intersection for existing and projected traffic volumes.	7	EA	$	$
F	Perform evaluations for Main Avenue and Eighth Street. Modification of existing eastbound configuration to a dedicated left lane and a thru/right turn lane.	1	LS	$	$
G	Perform evaluations for Main Avenue and Eighth Street. Addition of dedicated left turn lanes to both east and west bound traffic while maintaining a thru and thru/right lane.	1	LS	$	$
H	Main Avenue and Fifth Street Signal Warrant Analysis	1	LS	$	$

Attachment: Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT

I	West De Pere School District TIA Review	1	LS	$	$
J	Design / Progress Meetings	3	EA	$	$
K	Recommendation Report	1	LS	$	$
				TOTAL PROPOSAL COST	$

Attachment: Exhibit A - CE_RFP_2019_Traffic_Signal_Study_3-4-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT

JT ENGINEERING, INC
Consultant Services

March 27, 2019

ATTN: Mr. Eric P. Rakers, PE
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Subject: **Request for Proposal for 2019 Traffic Signal Study**

Dear Mr. Rakers,

I am pleased to present our proposal to complete the 2019 Traffic Signal Study for the City of De Pere. JT Engineering, Inc. is a woman-owned firm that was founded in 2005. Our team of experienced staff is fully dedicated to providing cost-effective transportation solutions for our clients, and we look forward to this opportunity to serve the City of De Pere. We view each project as a partnership and will listen to your needs, goals, and concerns while making successful delivery our top priority.

Our team's project manager will be Bob Schuurmans, PE. Bob has been focused on traffic engineering and signal design for the past 30+ years and has designed and studied traffic and corridors all over northeast Wisconsin, and knows this specific corridor in this RFP very well. Bob specializes in traffic signal design and operations, safety analysis, regulations, work zone analysis, lighting design, and constructability review from a traffic operations perspective. Over his career, he has directed over 130 traffic signal installations and 100+ highway lighting installations within 11 counties in NE Wisconsin.

Our assistant traffic engineer will be Stefany Katzner PE, PTOE. Stefany is a transportation engineer with over 10 years of experience in signal timing, traffic operations and safety analysis, noise analysis, traffic impact analysis, transportation management plans, signal design, and bridge and roadway construction. She is proficient in traffic simulation modeling using the Paramics suite, Synchro/SimTraffic, and the Highway Capacity Software (HCS), as well as use of FHWA Traffic Noise Model 2.5. Stefany also has experience with MicroStation, Civil 3D, and Vissim.

JT Engineering has a large team of highly talented professionals based within a close proximity to the De Pere area, all of which have experience to help adequately assist with the data gathering, traffic observation, and administration of this project. We work closely together, utilizing our past project experiences and lessons learned to deliver high-quality, cost-effective designs. We appreciate your consideration of JT Engineering, Inc. and look forward to working with you.

Sincerely,

Craig Treadway, PE
Vice President
JT Engineering, Inc.

Attachment: Exhibit B-JT_Traffic_Study_Proposal (8114 : Reso #19-31 Authorizing Consultant Agreement with JT Engineering for 2019 Traffic

Proposed Fee Schedule

Company Name: JT Engineering, Inc.

Company Address: 1077 Centennial Centre Blvd.

Company Address: Hobart, WI 54155

Company Representative: Robert Schuurmans, P.E.

Signature:

Fee (Initial scope total cost): **$19,955**

Fee (Additional scope for Saturday counts) : **$8,975**

This proposal has JT gathering traffic data and performing counts for each intersection, for one weekday 13-hour count.

Item	Description	Quantity	Unit	Unit Price	Amount
A	Gather Traffic Data Perform Count - one weekday count	1	LS	$4,550	$4,550
B	Model Corridor - base model	1	LS	$4,675	$4,675
C	Perform 20 year traffic Projection	1	LS	$1,155	$1,155
D	Provide Recommendations for timing in corridor	1	LS	$550	$550
E	Provide Recommendation for the signal at each intersection for existing and projected traffic volumes	7	EACH	$175	$1,225
F	Perfrom evaluations for Main Ave and 8th Street. Modification of existing eastbound configuration to a dedicated left lane and a thru/right lane	1	LS	$675	$675
G	Perfrom evaluations for Main Ave and 8th Street. Addition of dedicated left lane to both east and west bound traffic while maintaining a thru/right lane	1	LS	$650	$650

Attachment: Exhibit B-JT_Traffic_Study_Proposal (8114 : Reso #19-31 Authorizing Consultant Agreement with JT Engineering for 2019 Traffic

H	Main Ave and 5th Street Signal warrant Analysis	1	LS	$600	$600
I	West De Pere School District TIA Review	1	LS	$1,475	$1,475
J	Design/Progress meetings	3	EACH	$550	$1,650
K	Recommendation Report	1	LS	$2,750	$2,750
				Total Proposal Cost	$19,955

The following is additional services, to take an additional Saturday count at each of the intersection locations, complete additional modeling, and provide additional Saturday signal timing, if desired.

Item	Description	Quantity	Unit	Unit Price	Amount
A	Gather Traffic Data Perform Counts - additional Saturday count	1	LS	$4,550	$4,550
B	Model Corridor - with additional data	1	LS	$2,550	$2,550
C	Perform 20 year traffic Projection - with additional data	1	LS	$650	$650
E	Additional Signal timing at each intersection for Saturday volumes	7	EACH	$175	$1,225
				Additional Saturday count Proposal Cost	$8,975

Attachment: Exhibit B-JT_Traffic_Study_Proposal (8114 : Reso #19-31 Authorizing Consultant Agreement with JT Engineering for 2019 Traffic

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: April 8, 2019
Subject: Consider Quote for 2019 Traffic Signal Study*

The Engineering Department received proposals for the 2019 Traffic Signal Study for the City of De Pere. This proposal involves analyzing the signal timing of the existing signals within the Main Avenue and Reid Street corridors. Additionally, the consultant will review and provide comments on the Traffic Impact Analysis provided to the City as part of the West De Pere School District expansion. The proposals received are as follows:

2019 Traffic Signal Study	Total
JT Engineering, Inc.	$19,955.00
R.A. Smith, Inc.	$20,875.00

Staff also requested a third proposal from Toole Design Group who did not provide a proposal or make contact with staff.

The budgeted amount from the capital improvement budget for a traffic signal study is $40,000.

The staff recommendation is to accept the quote from JT Engineering, Inc. for the 2019 Traffic Signal Study Proposal.

Attachments:
JT_Traffic_Signal_Study_Proposal
RAS_Traffic_Signal_Study_Proposal

Attachment: CI_BOPW_2019_Traffic_Study_4-8-2019 (8114 : Reso #19-31 Authorizing Consultant Agreement with JT Engineering for 2019

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-32 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Matthew Tower Cleaning & Coating Repair).**

The Board of Public Works at the April 8, 2019 meeting approved the award of contract for Matthew Tower Cleaning and Coating Repair to Water Tower Clean & Coat, Inc for $8,500 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The Matthew Tower was constructed in 1986 and was last painted inside and out in 2008. The tower is in need of cleaning and with some spot repair of the existing coating.
Staff solicited six (6) companies for proposals and has received the following quotes(See attached) for performing the cleaning and coating repair:

Water Tower Clean and Coat, Inc. Lodi, WI	= $ 8,500
Badger Specialty Coatings & Construction, Janesville, WI	= $ 32,750
Classic Protective Coatings, Menomonie, WI	= No Bid
Scandia Consulting, Ojibwa, WI	= No Bid
Lane Tank, Mosinee, WI	= No Bid
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid

Staff recommends approving the quote from Water Tower Clean and Coat, Inc. of Lodi, WI in the amount of $8,500. The 2019 water utility budget has $25,000 allocated for the cleaning and coating repair.

ATTACHMENTS:

- Reso19-32 (DOCX)
- Exhibit 1- Contractor Agreement-Water Tower Clean and Coat(Matthew Tower)4-9-19 (PDF)
- Exhibit A-Matthew Tower Cleaning & Coating Repair Proposal (DOCX)
- Exhibit B-Water Tower Clean & Coat (PDF)

RESOLUTION #19-32

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Matthew Tower Cleaning & Coating Repair)

WHEREAS, the City is in need of exterior cleaning and coating repair services to City's Matthew Street Tower; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish the exterior cleaning and coating repair services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto 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 Deputy City Clerk are authorized and directed to enter into such Agreement for Contractor Services 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 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-32 (8110 : Reso #19-32 Authorizing Agreement with Water Tower Clean & Coat, Inc. (Matthew Tower).)

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform exterior cleaning and coating repair services to City's Matthew Street Tower as described in the City's Request for Proposals, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

Contractor shall be paid in a lump sum at the conclusion of the project, as provided in Contractor's Proposal attached hereto and incorporated as Exhibit B.

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 $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 an additional insured endorsement form 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

Attachment: Exhibit 1- Contractor Agreement-Water Tower Clean and Coat(Matthew Tower)4-9-19 (8110 : Reso #19-32 Authorizing Agreement

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 Public Works Director 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 Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the

Attachment: Exhibit 1- Contractor Agreement-Water Tower Clean and Coat(Matthew Tower)4-9-19 (8110 : Reso #19-32 Authorizing Agreement

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

Attachment: Exhibit 1- Contractor Agreement-Water Tower Clean and Coat(Matthew Tower)4-9-19 (8110 : Reso #19-32 Authorizing Agreement

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 Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	Water Tower Clean and Coat, Inc. Attention: Russell Fiene Address: W11822 Reynolds Road Lodi, WI 53555-9785

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

WATER TOWER CLEAN AND COAT, INC.
By:

_____
Russell Fiene, President

_____
Printed Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney

Attachment: Exhibit 1- Contractor Agreement-Water Tower Clean and Coat(Matthew Tower)4-9-19 (8110 : Reso #19-32 Authorizing Agreement

City of De Pere

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

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

March 1, 2019

RE: Request for Proposals
2019 Matthew Tower Cleaning & Coating Repair

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repair of the City's Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. (See picture below) The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was painted inside and out in 2008.

Attachment: Exhibit A-Matthew Tower Cleaning & Coating Repair Proposal (8110 : Reso #19-32 Authorizing Agreement with Water Tower Clean

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.

2. Chlorinated power washing followed with post-wash rinse of mildew inhibitor.

3. Repair of delaminated coating estimated to be no more than 100 square feet.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the tower cleaning and coating repair activities by September 27, 2019.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere's Water Utility, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere's Water Utility, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere's Water Utility, 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 City of De Pere's Water Utility 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. 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 sheet provided with this proposal to complete all work mentioned above.

4. Schedule: Firm shall submit the number of days to complete the water tower cleaning and coating repair and the anticipated start date on proposal sheet to complete all work mentioned above.

Sealed proposals marked **"Matthew Tower Cleaning & Coating Repair"** 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 p.m. on March 29, 2019.

Attachment: Exhibit A-Matthew Tower Cleaning & Coating Repair Proposal (8110 : Reso #19-32 Authorizing Agreement with Water Tower Clean

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, please call me at (920) 339-8095 or email to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2019 Matthew Tower Cleaning & Coating Repair 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 the water tower cleaning and coating repair.

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 water tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Matthew Water Tower Cleaning & Coating Repair: $ _____

_____
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

2019 Matthew Tower Cleaning & Coating Repair 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 the water tower cleaning and coating repair.

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 water tower cleaning and coating repair to meet said requirements are as follows:

Lump Sum Price for Matthew Water Tower Cleaning & Coating Repair: $ 8500.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

608 5927574 office 608 279 3438 Mobile - Russ Fiene
Telephone Number

608 592 7574
Fax Number

RFIENE@MEAR.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Water Tower Clean & Coat, 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.

Russ Fiene
Signature of Bidder

3-27-19
Date

Russ Fiene
Print or Type Name of Bidder

Pres.
Title

Estimated Start Date: The start date on this project should coincide with the drained interior cleaning and inspection. The best results would be to clean the exterior while draining the tank. Then, do the coating repairs while empty (to avoid condensation on tank exterior).

Estimated Work Days to Complete: 3 days

Then perform the interior work while the coating cures on the exterior.

June 11th, 2019

Water Tower Clean & Coat, Inc. offers this proposal contingent upon the acceptance of our insurance policies limits and coverages as provided in the Certificates of Insurance which will be forwarded to Scott Thoreson, Director of Public Works, De Pere, WI.

Signed: Russ Fiene Dated: 3-27-19

Attachment: Exhibit B-Water Tower Clean & Coat (8110 : Reso #19-32 Authorizing Agreement with Water Tower Clean & Coat, Inc. (Matthew

Response to RFP Questions:

Previous Experience:

Water Tower Clean & Coat, Inc.

Water Tower Clean & Coat, Inc. has been in business for twenty one years serving hundreds of customers in ten midwestern States. We are a member of and have performed technical training seminars regarding tank maintenance for the following organizations in Minnesota. MNRWA, AWWA, EPA, MDH. Our operators are Confined Space Certified, Owatonna MN Safety Program Certified, OSHA 40 Hour Program Certified, Master Diver PADI Certified and our interns are all engineering students at the Univ.of Wisconsin, Madison. None of our employees use tobacco. We have not had a Workers Comp Claim in the history of doing business.

Tank Dive Cleaning And Inspection References:

Drained Tank Interior Cleaning and Inspection References:

David Tracy Fox Crossing, WI 1-920-422-4513 15 years of service work including many drained or dive cleanings and inspections.

Jim Prindle Onalaska Water Utility 1-608-780-8345 15 years of service work including many drained or dive cleanings and inspections.

Kevin Bortz Portage WI Water Mgr. 1-608-697-0266 12 years of service work including tank painting (750k sphere, 400k sphere) several drained and dive cleainings and inspections.

Tank Painting References:

Doug at Rockford, MN 612-490-9227 Exterior painting of 500k spheroid water tower. Dozens of dive cleaning and inspections.

Dave at Ledgeview, WI 1 920 422 2273 Exterior painting of 1 million gallon reservoir.

David Tracy formerly DPW at Pardeeville, WI Now DPW Fox Crossing, WI

1 608 617 5293 Exterior painting of 300k gallon spheroid water tower.

Jim Grant Harvard, IL 1 815 560 2046 750k Exterior painting of spheroid water tower. Dive and drain inspections.

Attachment: Exhibit B-Water Tower Clean & Coat (8110 : Reso #19-32 Authorizing Agreement with Water Tower Clean & Coat, Inc. (Matthew

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-33 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (9th Street Reservoir Inspection).**

The Board of Public Works at the April 8, 2019 meeting approved the award of contract for Reservoir Inspection to Water Tower Clean & Coat, Inc for $1,800 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The 9th Street reservoir (constructed 1964) was last inspected in 2014.
During our planning of this project, staff talked to other communities in the area to see if they had any reservoir inspection plans for the upcoming year. It turns out that the Village of Allouez intended to do the same. Therefore, the City bid this project as a joint project with the Village of Allouez. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited ten (10) companies for proposals (See attached) and has received the following quotes for performing the above inspections:

Water Tower Clean and Coat, Inc. Lodi, WI	= $1,800
Dixon Engineering, Inc., of Hales Corner, WI	= $ 3,400
Jim Orr Coating Inspection, LLC, Madison, WI	= $ 3,880
KLM Engineering, Inc., Sturgeon Bay, WI	= $ 4,200
Midco Diving & Marine, Rapid City, SD	= No Bid
Suez Advanced Solution, Gleason, WI	= No Bid
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid
LiquiVision Technology,Inc., Klamath Falls, OR	= No Bid
Utility Service Associates, Kalispell, MT	= No Bid
Badger State Inspections, LLC, Osseo, WI	= No Bid

I reviewed the proposals that were submitted. Staff recommends approving the proposal from Water Tower Clean and Coat, Inc. of Lodi, WI. The 2019 water utility budget has $5,000 allocated for the inspections.

ATTACHMENTS:

- Reso19-33 (DOCX)

- Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(9th Street Reservoir Inspection)4-10-19-189-002-14 (PDF)
- Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (DOCX)
- Exhibit B-Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir) (PDF)
- Reservoir Inspection Proposal Summary 3-29-19 (XLSX)

RESOLUTION #19-33

AUTHORIZING AGREEMENT FOR CONRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(9th Street Reservoir Inspection)

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

WHEREAS, Water Tower Clean and Coat, 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 its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-33 (8111 : Reso #19-33 Authorizing Contractor Agreement-Water Tower Clean & Coat (9th Street Reservoir).)

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform reservoir inspection services to City's 9th Street Reservoir as described in the City's Request for Proposals dated March 4, 2019, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

Contractor shall be paid in a lump sum at the conclusion of the project, as provided in Contractor's Proposal attached hereto and incorporated as Exhibit B.

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 $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 as well as an additional insured endorsement form 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

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(9th Street Reservoir Inspection)4-10-19-189-002-14 (8111 : Reso #19-33

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 Public Works Director 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 Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(9th Street Reservoir Inspection)4-10-19-189-002-14 (8111 : Reso #19-33

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 Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	Water Tower Clean and Coat, Inc. Attention: Russell Fiene Address: W11822 Reynolds Road Lodi, WI 53555-9785

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

WATER TOWER CLEAN AND COAT, INC.
By:

_____
Russell Fiene, President

_____
Printed Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney
J:\Law\Agreements\2019\Contractor Agreement-Water Tower Clean & Coat(9th Street Reservoir Inspection)4-10-19-189-002-14.docx

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(9th Street Reservoir Inspection)4-10-19-189-002-14 (8111 : Reso #19-33

City of De Pere

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

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

March 4, 2019

RE: Request for Proposals
2019 Reservoir Inspections

The Village of Allouez and City of De Pere are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and Village are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

Village of Allouez: 141 VanDeHei Road Reservoirs are 300,000 and 800,000-gallon underground storage reservoirs. The 300,000-gallon reservoir was constructed in 1954 and the 800,000-gallon reservoir was constructed in 1958. The two reservoirs are connected and operate as one storage tank. These reservoirs were last inspected on 06/24/2014 with a dry inspection. The interior of the reservoirs for this inspection will require at a minimum a wet inspection.

Village of Allouez: 3211 Libal Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1968. The reservoir was last inspected on 09/10/2013 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

Village of Allouez: 821 Dauphin Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1973. The reservoir was last inspected on 09/16/2013 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

Village of Allouez: 717 Kalb Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1978. The reservoir was last inspected on 09/23/2014 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

The City of De Pere: 9th Street reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2014 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to each reservoir.

2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.

3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations and cost estimates for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir inspections for each Water Utility shall be completed by September 27, 2019.

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.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

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) 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 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 inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

Sealed proposals marked **"Reservoir Inspections"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on March 29, 2019.

The City of De Pere and Village of Allouez 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 Board deems most favorable to the best interest of their community;

If you have any questions regarding Allouez's reservoir please call Mike Mahloch, Water Foreman, at (920)-621-8745.

If you have any questions regarding De Pere's reservoir or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

City of De Pere Water Utility

2019 Reservoir Inspection Proposal

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

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

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

Lump Sum Price for 9th Street Reservoir Inspection: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

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: _____

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

Village of Allouez Water Utility

2019 Reservoir Inspection Proposal

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

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the 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 Village of Allouez's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for 141 VanDeHei Road Reservoir Inspection: $ _____

Lump Sum Price for 3211 Libal Street Reservoir Inspection: $ _____

Lump Sum Price for 821 Dauphin Street Reservoir Inspection: $ _____

Lump Sum Price for 717 Kalb Street Reservoir Inspection: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

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: _____

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Reservoir Inspection) (8111 : Reso #19-33 Authorizing Contractor

City of De Pere

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

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

March 28, 2019

RE: Request for Proposals
2019 Reservoir Inspections

The Village of Allouez and City of De Pere are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and Village are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

Village of Allouez: 141 VanDeHei Road Reservoirs are 300,000 and 800,000-gallon underground storage reservoirs. The 300,000-gallon reservoir was constructed in 1954 and the 800,000-gallon reservoir was constructed in 1958. The two reservoirs are connected and operate as one storage tank. These reservoirs were last inspected on 06/24/2014 with a dry inspection. The interior of the reservoirs for this inspection will require at a minimum a wet inspection. Dive Inspection Tues. June 4th $2200.00

Village of Allouez: 3211 Libal Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1968. The reservoir was last inspected on 09/10/2013 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection. $1800.00 Wed. Dive Inspection June 5th

Village of Allouez: 821 Dauphin Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1973. The reservoir was last inspected on 09/16/2013 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection. $1800 Wed. Dive Inspection June, 5th

Village of Allouez: 717 Kalb Street Reservoir is a 250,000-gallon underground storage reservoir that was constructed in 1978. The reservoir was last inspected on 09/23/2014 with a dry inspection. The interior of the reservoir for this inspection will require at a minimum a wet inspection. $1800 Dive Inspection Thursday June 6th

The City of De Pere: 9th Street reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2014 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection. Monday - June, 3rd $1800.00

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir) (8111 : Reso #19-33 Authorizing Contractor

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to each reservoir.

2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.

3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations and cost estimates for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir inspections for each Water Utility shall be completed by September 27, 2019.

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) 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 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 inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"Reservoir Inspections"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on March 29, 2019.

The City of De Pere and Village of Allouez 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 Board deems most favorable to the best interest of their community;

If you have any questions regarding Allouez's reservoir please call Mike Mahloch, Water Foreman, at (920)-621-8745.

If you have any questions regarding De Pere's reservoir or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2019 Reservoir Inspection Proposal

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

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

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

Lump Sum Price for 9th Street Reservoir Inspection: $ 1800.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd Lodi, WI 53555
Address of Firm

608 592 7574 office 608 279 3438 Mobile
Telephone Number

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir) (8111 : Reso #19-33 Authorizing Contractor

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Water Tower Clean & Coat, 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.

Russ Fiene
Signature of Bidder

3-27-19
Date

Russ Fiene
Print or Type Name of Bidder

Pres.
Title

Estimated Start Date: Monday June 3rd

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir) (8111 : Reso #19-33 Authorizing Contractor

Response to RFP Questions:

Previous Experience:

Water Tower Clean & Coat, Inc.

Water Tower Clean & Coat, Inc. has been in business for twenty one years serving hundreds of customers in ten midwestern States. We are a member of and have performed technical training seminars regarding tank maintenance for the following organizations in Minnesota. MNRWA, AWWA, EPA, MDH. Our operators are Confined Space Certified, Owatonna MN Safety Program Certified, OSHA 40 Hour Program Certified, Master Diver PADI Certified and our interns are all engineering students at the Univ.of Wisconsin, Madison. None of our employees use tobacco. We have not had a Workers Comp Claim in the history of doing business.

Tank Dive Cleaning And Inspection References:

Drained Tank Interior Cleaning and Inspection References:

David Tracy Fox Crossing, WI 1-920-422-4513 15 years of service work including many drained or dive cleanings and inspections.

Jim Prindle Onalaska Water Utility 1-608-780-8345 15 years of service work including many drained or dive cleanings and inspections.

Kevin Bortz Portage WI Water Mgr. 1-608-697-0266 12 years of service work including tank painting (750k sphere, 400k sphere) several drained and dive cleainings and inspections.

Tank Painting References:

Doug at Rockford, MN 612-490-9227 Exterior painting of 500k spheroid water tower. Dozens of dive cleaning and inspections.

Dave at Ledgeview, WI 1 920 422 2273 Exterior painting of 1 million gallon reservoir.

David Tracy formerly DPW at Pardeeville, WI Now DPW Fox Crossing, WI

1 608 617 5293 Exterior painting of 300k gallon spheroid water tower.

Jim Grant Harvard, IL 1 815 560 2046 750k Exterior painting of spheroid water tower. Dive and drain inspections.

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir) (8111 : Reso #19-33 Authorizing Contractor

Reservoir Inspection Proposal Summary 3-29-19

Company Name	Community	LS
Water Tower Clean and Coat, Inc.		
	Village of Allouez - 141 VanDeHei Road	$2,200.00
	Village of Allouez - 3211 Libal Street	$1,800.00
	Village of Allouez - 821 Dauphin Street	$1,800.00
	Village of Allouez - 717 Kalb Street	$1,800.00
	City of De Pere - 9th Street	$1,800.00
Dixon Engineering, Inc.		
	Village of Allouez - 141 VanDeHei Road	$2,750.00
	Village of Allouez - 3211 Libal Street	$2,750.00
	Village of Allouez - 821 Dauphin Street	$2,750.00
	Village of Allouez - 717 Kalb Street	$2,750.00
	City of De Pere - 9th Street	$3,400.00
Jim Orr Coating Inspection, LLC		
	Village of Allouez - 141 VanDeHei Road	$5,600.00
	Village of Allouez - 3211 Libal Street	$2,780.00
	Village of Allouez - 821 Dauphin Street	$2,780.00
	Village of Allouez - 717 Kalb Street	$2,780.00
	City of De Pere - 9th Street	$3,880.00
KLM Engineering		
	Village of Allouez - 141 VanDeHei Road	$2,266.00
	Village of Allouez - 3211 Libal Street	$1,800.00
	Village of Allouez - 821 Dauphin Street	$1,800.00
	Village of Allouez - 717 Kalb Street	$1,800.00
	City of De Pere - 9th Street	$4,200.00
Midco Diving & Marine		
	Village of Allouez	No Bid
	City of De Pere	No Bid
Utility Service Associates		
	Village of Allouez	No Bid
	City of De Pere	No Bid
Suez Advanced Solutions		
	Village of Allouez	No Bid
	City of De Pere	No Bid
Badger State Inspection, LLC		
	Village of Allouez	No Bid
	City of De Pere	No Bid
Pittsburg Tank & Tower Group		
	Village of Allouez	No Bid
	City of De Pere	No Bid
LiquiVision Technology, Inc.		
	Village of Allouez	No Bid
	City of De Pere	No Bid

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-34 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Merrill and Matthew Tower Inspections).**

The Board of Public Works at the April 8, 2019 meeting approved the award of contract for Tower Inspections at Merrill Street and Matthew Street towers to Water Tower Clean & Coat, Inc for $4,400 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Merrill Street tower (constructed 1960) was last inspected in 2014. The Matthew tower (constructed in 1986) was last inspected in 2014.

During our planning of this project, staff talked to other communities in the area to see if they had any tower inspection plans for the upcoming year. It turns out that the Manitowoc Public Utilities (MPU) intended to do the same. Therefore, the City bid this project as a joint project with MPU. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited ten (10) companies for proposals and has received the following quotes (see attached) for performing the above inspections:

Water Tower Clean and Coat, Inc. Lodi, WI	= $4,400
KLM Engineering, Inc., Sturgeon Bay, WI	= $ 5,600
Dixon Engineering, Inc., of Hales Corner, WI	= $ 6,300
Jim Orr Coating Inspection, LLC, Madison, WI	= $ 7,860
Midco Diving & Marine, Rapid City, SD	= No Bid
Suez Advanced Solution, Gleason, WI	= No Bid
Pittsburg Tank & Tower Group, Henderson, KY	= No Bid
LiquiVision Technology,Inc., Klamath Falls, OR	= No Bid
Utility Service Associates, Kalispell, MT	= No Bid
Badger State Inspections, LLC, Osseo, WI	= No Bid

I reviewed the proposals that were submitted. Staff recommends approving the proposal from Water Tower Clean and Coat, Inc. of Lodi, WI. The 2019 water utility budget has $10,000 allocated for the inspections.

ATTACHMENTS:

- Reso19-34 (DOCX)
- Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (PDF)
- Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (DOCX)
- Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (PDF)
- 2019 Water Tower Inspection Proposal (DOCX)
- Tower Inspection Proposal Summary 3-29-19 (XLSX)

RESOLUTION #19-34

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Merrill and Matthew Tower Inspections)

WHEREAS, the City is in need of inspection services to City's Merrill and Matthew Towers; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish the inspection services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto 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 Deputy City Clerk are authorized and directed to enter into such Agreement for Contractor Services 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 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-34 (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-Tower Inspections.)

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (8112 : Reso #19-34 Authoring

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform inspection services to City's Merrill and Matthew Water Towers as described in the City's Request for Proposals dated March 1, 2019, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

Contractor shall be paid in a lump sum at the conclusion of the project, as provided in Contractor's Proposal attached hereto and incorporated as Exhibit B.

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 $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 as well as an additional insured endorsement form 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

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (8112 : Reso #19-34 Authoring

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 Public Works Director 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 Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (8112 : Reso #19-34 Authoring

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

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (8112 : Reso #19-34 Authoring

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 Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	Water Tower Clean and Coat, Inc. Attention: Russell Fiene Address: W11822 Reynolds Road Lodi, WI 53555-9785

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

WATER TOWER CLEAN AND COAT, INC.
By:

_____
Russell Fiene, President

_____
Printed Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney
J:\Law\Agreements\2019\Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14.docx

Attachment: Exhibit 1-Contractor Agreement-Water Tower Clean & Coat(Tower Inspection)4-11-19-189-002-14 (8112 : Reso #19-34 Authoring

City of De Pere

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

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

March 1, 2019

RE: Request for Proposals
2019 Tower Inspections

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of water towers in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection.

MPU Northwest Water Tower

Manitowoc Public Utilities (MPU) is requesting a proposal from your firm to complete inspection of the Northwest Water Tower. The tower is a 1,250,000 gallon fluted column (hydropillar) elevated storage tank that was constructed in 2009. (See picture right) The height of the tower is 151 feet and the diameter of the tower is 80 feet. The tower was painted inside and out in 2009. The tower was last inspected in 2014 with a wet inspection. A copy of the wet inspection is available upon request. The tower has a suspended cathodic protection system maintained by CorrPro. Provide up to three (3) pressure relief valves for distribution system hydrants while the tower is offline.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

MPU Reed Ave Water Tower

Manitowoc Public Utilities (MPU) is requesting a proposal from your firm to do a complete drained inspection of the Reed Ave Water Tower. The tower is a 1,500,000 gallon multi-legged steel elevated storage tank that was constructed in 1938. (See picture left) The height of the tower is 135 feet and the diameter of the tower is 88 feet. The tower was painted inside and out in 2009. The tower was last inspected in 2014 with a wet inspection. A copy of the wet inspection is available upon request. The tower has a suspended cathodic protection system maintained by CorrPro. Based on a recent CorrPro inspection, MPU is aware that the cathodic protection system will require some repairs while the tower is drained and out of service. A copy of the CorrPro report is available upon request. Contractor agrees to permit access to CorrPro to complete necessary interior repairs for up to two (2) days prior to placing the tank back online. Provide up to three (3) pressure relief valves for distribution system hydrants while the tower is offline.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

Scope of Work:

1. Review existing drawings, inspections, and as-built of tower and any other pertinent information pertaining to the tower.

2. Coordinate the draining of the tower with utility staff.

3. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14.

    a. Clean and disinfect the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14. The Contractor shall provide all necessary equipment and chemicals for the proper disinfection of the tower.
    b. The Contractor shall coordinate with the Utility on obtaining bacteriological samples of the tower. The Utility shall perform the bacteriological testing.

4. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection. The report shall also be made available electronically in a PDF format.

5. Deficiencies that require urgent or emergency repairs shall be reported to the Owner immediately.

6. Prepare reports for WDNR as required.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The water tower inspections for each Water Utility shall be completed by September 27, 2019.

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

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

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. 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.

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

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 inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"Water Tower Inspections"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on March 29, 2019.

The City of De Pere and MPU 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 Commission deems most favorable to the best interest of their community.

If you have any questions regarding MPU's water towers please call Rob Michaelson at (920) 686-4354.

If you have any questions regarding City of De Pere's water towers or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

City of De Pere Water Utility

2019 Water Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform water tower inspections.

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 water tower inspections to meet said requirements are as follows:

Lump Sum Price for Merrill Water Tower Inspection: $ _____

Lump Sum Price for Matthew Water Tower Inspection: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

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: _____

Attachment: Exhibit A-Water Tower Clean & Coat-Contractor Agreement(Tower Inspection) (8112 : Reso #19-34 Authoring Contractor

City of De Pere

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

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

March 1, 2019

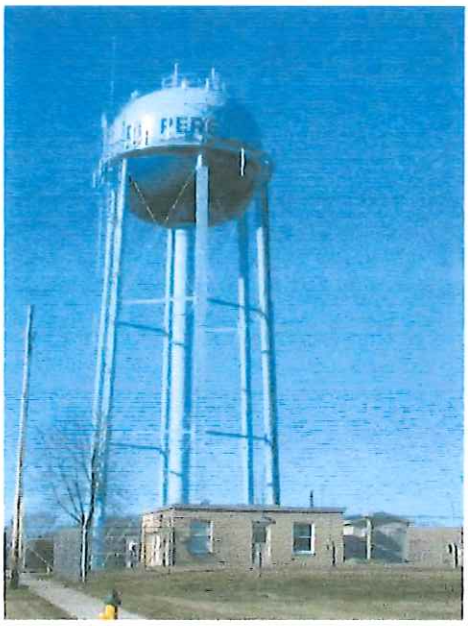
RE: Request for Proposals
2019 Tower Inspections

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of water towers in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection.

Monday June 10th
$2200.00



Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection. Tues. June 11th $2200

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

Scope of Work:

1. Review existing drawings, inspections, and as-built of tower and any other pertinent information pertaining to the tower.

2. Coordinate the draining of the tower with utility staff.

3. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14.

    a. Clean and disinfect the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14. The Contractor shall provide all necessary equipment and chemicals for the proper disinfection of the tower.
    b. The Contractor shall coordinate with the Utility on obtaining bacteriological samples of the tower. The Utility shall perform the bacteriological testing.

4. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection. The report shall also be made available electronically in a PDF format.

5. Deficiencies that require urgent or emergency repairs shall be reported to the Owner immediately.

6. Prepare reports for WDNR as required.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The water tower inspections for each Water Utility shall be completed by September 27, 2019.

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. 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.

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

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 inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"Water Tower Inspections"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on March 29, 2019.

The City of De Pere and MPU 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 Commission deems most favorable to the best interest of their community.

If you have any questions regarding MPU's water towers please call Rob Michaelson at (920) 686-4354.

If you have any questions regarding City of De Pere's water towers or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

City of De Pere Water Utility

2019 Water Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform water tower inspections.

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 water tower inspections to meet said requirements are as follows:

Lump Sum Price for Merrill Water Tower Inspection: $ 2200.00

Lump Sum Price for Matthew Water Tower Inspection: $ 2200.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

608 592 7574 office 608 279 3438 Mobile - Russ Fiene
Telephone Number

608 592 7574
Fax Number

RFIENE@MERR.COM
Email Address

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Water Tower Clean & Coat, 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.

Russ Fiene
Signature of Bidder

3-27-19
Date

Russ Fiene
Print or Type Name of Bidder

Pres.
Title

Estimated Start Date: Monday June, 10th Merrill St. Tower
Tues. June 11th Matthew St. Tower

Estimated Work Days to Complete: 1 Day Per Tank

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

Response to RFP Questions:

Previous Experience:

Water Tower Clean & Coat, Inc.

Water Tower Clean & Coat, Inc. has been in business for twenty one years serving hundreds of customers in ten midwestern States. We are a member of and have performed technical training seminars regarding tank maintenance for the following organizations in Minnesota. MNRWA, AWWA, EPA, MDH. Our operators are Confined Space Certified, Owatonna MN Safety Program Certified, OSHA 40 Hour Program Certified, Master Diver PADI Certified and our interns are all engineering students at the Univ.of Wisconsin, Madison. None of our employees use tobacco. We have not had a Workers Comp Claim in the history of doing business.

Tank Dive Cleaning And Inspection References:

Drained Tank Interior Cleaning and Inspection References:

David Tracy Fox Crossing, WI 1-920-422-4513 15 years of service work including many drained or dive cleanings and inspections.

Jim Prindle Onalaska Water Utility 1-608-780-8345 15 years of service work including many drained or dive cleanings and inspections.

Kevin Bortz Portage WI Water Mgr. 1-608-697-0266 12 years of service work including tank painting (750k sphere, 400k sphere) several drained and dive cleainings and inspections.

Tank Painting References:

Doug at Rockford, MN 612-490-9227 Exterior painting of 500k spheroid water tower. Dozens of dive cleaning and inspections.

Dave at Ledgeview, WI 1 920 422 2273 Exterior painting of 1 million gallon reservoir.

David Tracy formerly DPW at Pardeeville, WI Now DPW Fox Crossing, WI

1 608 617 5293 Exterior painting of 300k gallon spheroid water tower.

Jim Grant Harvard, IL 1 815 560 2046 750k Exterior painting of spheroid water tower. Dive and drain inspections.

Attachment: Exhibit B-Water Tower Clean and Coat Contractor Agreement(Merrill&Matthew Water Towers) (8112 : Reso #19-34 Authoring

City of De Pere

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

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

March 1, 2019

RE: Request for Proposals
2019 Tower Inspections

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of water towers in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years.

City of De Pere Merrill Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection.

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

City of De Pere Matthew Water Tower

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was last inspected in 2014 with a wet inspection. The interior of the tank for this inspection will require at a minimum a dry inspection.

MPU Northwest Water Tower

Manitowoc Public Utilities (MPU) is requesting a proposal from your firm to complete inspection of the Northwest Water Tower. The tower is a 1,250,000 gallon fluted column (hydropillar) elevated storage tank that was constructed in 2009. (See picture right) The height of the tower is 151 feet and the diameter of the tower is 80 feet. The tower was painted inside and out in 2009. The tower was last inspected in 2014 with a wet inspection. A copy of the wet inspection is available upon request. The tower has a suspended cathodic protection system maintained by CorrPro. Provide up to three (3) pressure relief valves for distribution system hydrants while the tower is offline.

MPU Reed Ave Water Tower

Manitowoc Public Utilities (MPU) is requesting a proposal from your firm to do a complete drained inspection of the Reed Ave Water Tower. The tower is a 1,500,000 gallon multi-legged steel elevated storage tank that was constructed in 1938. (See picture left) The height of the tower is 135 feet and the diameter of the tower is 88 feet. The tower was painted inside and out in 2009. The tower was last inspected in 2014 with a wet inspection. A copy of the wet inspection is available upon request. The tower has a suspended cathodic protection system maintained by CorrPro. Based on a recent CorrPro inspection, MPU is aware that the cathodic protection system will require some repairs while the tower is drained and out of service. A copy of the CorrPro report is available upon request. Contractor agrees to permit access to CorrPro to complete necessary interior repairs for up to two (2) days prior to placing the tank back online. Provide up to three (3) pressure relief valves for distribution system hydrants while the tower is offline.

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

Scope of Work:

1. Review existing drawings, inspections, and as-built of tower and any other pertinent information pertaining to the tower.

2. Coordinate the draining of the tower with utility staff.

3. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14.

    a. Clean and disinfect the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements in accordance with NR810.14. The Contractor shall provide all necessary equipment and chemicals for the proper disinfection of the tower.
    b. The Contractor shall coordinate with the Utility on obtaining bacteriological samples of the tower. The Utility shall perform the bacteriological testing.

4. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection. The report shall also be made available electronically in a PDF format.

5. Deficiencies that require urgent or emergency repairs shall be reported to the Owner immediately.

6. Prepare reports for WDNR as required.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The water tower inspections for each Water Utility shall be completed by September 27, 2019.

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. 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.

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

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 inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked **"Water Tower Inspections"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later to 2:00 p.m. on March 29, 2019.

The City of De Pere and MPU 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 Commission deems most favorable to the best interest of their community.

If you have any questions regarding MPU's water towers please call Rob Michaelson at (920) 686-4354.

If you have any questions regarding City of De Pere's water towers or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

City of De Pere Water Utility
2019 Water Tower Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform water tower inspections.

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 water tower inspections to meet said requirements are as follows:

Lump Sum Price for Merrill Water Tower Inspection: $ _____

Lump Sum Price for Matthew Water Tower Inspection: $ _____

_____
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: _____

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

Manitowoc Public Utility
2019 Water Tower Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform water tower inspections.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Manitowoc Public Utility to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Manitowoc Public Utility'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 Manitowoc Public Utility's requirements and that the prices for water tower inspections to meet said requirements are as follows:

Lump Sum Price for Northwest Water Tower Inspection: $ _____

Lump Sum Price for Reed Ave Water Tower Inspection: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

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: _____

Attachment: 2019 Water Tower Inspection Proposal (8112 : Reso #19-34 Authoring Contractor Agreement with Water Tower Clean & Coat-

Tower Inspection Proposal Summary 3-29-19

Company Name	Community	LS
Water Tower Clean and Coat, Inc.		
	City of De Pere - Merrill Tower	$2,200.00
	City of De Pere - Matthew Tower	$2,200.00
	MPU - Northwest Tower	$2,500.00
	MPU - Reed Ave Tower	$2,500.00
KLM Engineering		
	City of De Pere - Merrill Tower	$2,800.00
	City of De Pere - Matthew Tower	$2,800.00
	MPU - Northwest Tower	$3,600.00
	MPU - Reed Ave Tower	$3,600.00
Dixon Engineering, Inc.		
	City of De Pere - Merrill Tower	$3,150.00
	City of De Pere - Matthew Tower	$3,150.00
	MPU - Northwest Tower	$3,550.00
	MPU - Reed Ave Tower	$3,550.00
Jim Orr Coating Inspection, LLC		
	City of De Pere - Merrill Tower	$3,880.00
	City of De Pere - Matthew Tower	$3,980.00
	MPU - Northwest Tower	$4,980.00
	MPU - Reed Ave Tower	$5,280.00
Midco Diving & Marine		
	City of De Pere	No Bid
	MPU	No Bid
Utility Service Associates		
	City of De Pere	No Bid
	MPU	No Bid
Suez Advanced Solutions		
	City of De Pere	No Bid
	MPU	No Bid
Badger State Inspection, LLC		
	City of De Pere	No Bid
	MPU	No Bid
Pittsburg Tank & Tower Group		
	City of De Pere	No Bid
	MPU	No Bid
LiquiVision Technology, Inc.		
	City of De Pere	No Bid
	MPU	No Bid

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-35 Authorizing Agreement for Contractor Services Between the City of De Pere and Utility Service Associates, LLC (2019 Leak Detection Survey).**

The Board of Public Works at the April 8, 2019 meeting approved the award of leak detection survey work to Utility Service Associates for $14,850 and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

The City currently is experiencing approximately a 17% water loss per the 2017 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 2017 which found 34 leaks for an estimated loss of 125 gallons per minute. Estimated annual savings once leaks were repaired was $321,273.

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 Bellevue and Manitowoc Public Utilities (MPU) intended to do the same. Therefore, the City bid this project as a joint project with the Village of Bellevue and MPU. (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:

Utility Service Associates, Seattle, WA	= $ 14,850
Ferguson Waterworks Services, Appleton, WI	= $ 22,800
ME Simpson Company, Waukegan, IL	= $ 49,000
Westrum Leak Detection, Stratford, IA	= $ No Bid
AECOM, Milwaukee, WI	= No Bid
Waterworks Services, Wausau, WI	= No Bid

After reviewing the proposals, it is recommended that City hire Utility Service Associates, of Seattle, WA to perform the water leak detection survey in the amount of $ 14,850. The funding for this project was approved under the 2019 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:

- Reso19-35 (DOCX)
- Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (PDF)
- Exhibit A-Utility Services Associates, LLC-Contractor Agreement (DOCX)
- Exhibit B-Utility Services Associates-Contractor Agreement (PDF)
- 2019 Leak Detection Proposal (DOC)
- 2019 Leak Detection Proposal Summary 3-29-19 (XLSX)

RESOLUTION #19-35

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND UTILITY SERVICE ASSOCIATES, LLC
(2019 Leak Detection Survey)

WHEREAS, the City is in need of services to complete a leak detection survey of its water distribution system; and

WHEREAS, Utility Service Associates, LLC 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 Deputy City Clerk are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Utility Service Associates, LLC, 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 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-35 (8113 : Resolution #19-35 Authorizing Agreement for Contractor Services (Leak Detection Survey).)

Attachment: Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (8113 : Resolution #19-35

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND UTILITY SERVICES ASSOCIATES, LLC

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Utility Services Associates, LLC, a foreign limited liability company ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform a leak detection survey of City's water distribution system as described in the City's Request for Proposals dated March 1, 2019, attached hereto and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing such work and the basis for compensation for such work. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement.

II. COMPENSATION

Contractor shall be paid in a lump sum at the conclusion of the project, as provided in Contractor's Proposal attached hereto and incorporated as Exhibit B.

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 $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 as well as an additional insured endorsement form 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

Attachment: Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (8113 : Resolution #19-35

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 Public Works Director 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 Director of Public Works, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the

Attachment: Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (8113 : Resolution #19-35

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

Attachment: Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (8113 : Resolution #19-35

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 Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	Utility Services Associates, LLC Attention: Robert Meston Address: 19655 1st Avenue South Suite 101 Seattle, WA 98148

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

UTILITY SERVI CE ASSOCIATES, LLC
By:

_____
Robert Meston, President

_____
Printed Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

_____
Judith Schmidt-Lehman, City Attorney
J:\Law\Agreements\2019\Contractor Agreement-Utility Service Associates, LLC(Leak Detection Survey)4-11-19-169-001-19.docx

Attachment: Contractor Agreement-Utility Services Associates, LLC(Leak Detection Survey)4-11-19-189-002-14 (8113 : Resolution #19-35

City of De Pere

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

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

April 12, 2019

RE: Request for Proposals
2019 Leak Detection Survey

The Village of Allouez, City of De Pere, and Manitowoc Public Utilities (MPU) 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**

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**

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

MPU System Description

2”	Metal (Cast Iron)	1,393
4”	PVC	7,698
6”	Metal (Cast Iron)	387,718
6”	PVC	25,765
8”	Metal (Cast Iron)	94,554
8”	PVC	142,304
8”	PVC	1,546
10”	Metal (Cast Iron)	24,778
10”	PVC	74
12”	Metal (Cast Iron)	108,214
12”	PVC	82,315
12”	PVC	4,246
16”	Ductile Iron; Lined (late 1960's to present)	155
16”	Ductile Iron; Lined (late 1960's to present)	3,800
16”	Metal (Cast Iron)	50,022
16”	PVC	5,889
20”	Ductile Iron; Lined (late 1960's to present)	1,925
20”	Metal (Cast Iron)	22,365
24”	Metal (Cast Iron)	17,530
24”	Metal (Cast Iron)	2,465
	TOTAL	984,756

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

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. On all PVC water mains, all water services shall be listened including 100% of the curb boxes including 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 normal working hours of Monday-Friday, 7am-3pm.

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.

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

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 27, 2019.

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 **"2019 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 29, 2019.

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

The Village of Allouez, City of De Pere, and MPU 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, Village Boards, or Commissions 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 MPU's water distribution system or leak detection survey please call Rob Michaelson at (920) 686-4354.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Village of Allouez Water Utility

2019 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

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

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
2019 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

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

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: _____

Attachment: Exhibit A-Utility Services Associates, LLC-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

The following proposal is submitted to: Manitowoc Public 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 Manitowoc Public Utility to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Manitowoc Public Utility'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 Manitowoc Public Utility'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: _____

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

City of De Pere Water Utility

2019 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: $ 14,850.00

Utility Services Associates, LLC
Name of Firm

19655 1st Ave. South, Suite 101 Seattle, WA 98148
Address of Firm

877-585-5325
Telephone Number

206-429-3441
Fax Number

rmeston@nrwloss.com
Email Address

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

representative of: Utility Services Associates, LLC 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

03/28/2019
Date

Rob Meston
Print or Type Name of Bidder

President
Title

Estimated Start Date: 05/27/2019

Estimated Work Days to Complete: 25

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

Proposal

2019 Leak Detection Survey

De Pere Wisconsin

Submitted to:
City of De Pere
925 South Sixth Street
De Pere, WI 54115

UTILITY SERVICES ASSOCIATES
Leak Detection & Solutions

Submitted by:
Utility Services Associates
19655 1st Ave. So. Suite 101
Seattle, WA 98146

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

PROPOSAL

Contents

Cover Letter _____ Pg. 2

Qualifications _____ Pg. 3

References _____ Pg. 9

Procedures and Methods _____ Pg. 11

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

PROPOSAL

March 27, 2019

City of De Pere
Attn: Scott J. Thoresen, P.E.
Director of Public Works
925 S. 6th St.
De Pere, WI 54115

Subject: **Request for Proposal – 2019 Leak Detection Survey**

Dear Mr. Thoresen,

Utility Services Associates, LLC (USA) would like to thank you for the opportunity to submit this proposal for a Water Leak Detection Survey for the Village of Allouez (Village), the City of De Pere (City) and the Manitowoc Public Utility (MPU). Please let this letter act as confirmation of our interest in the project. USA fully understands the Scope of Services as set forth in the Request for Proposal (RFP). We believe that our unique qualifications and the services that we provide make us the best candidate for completing this work.

USA specializes in water leak detection on distribution and transmission systems. We have completed thousands of projects all over the United States. We advocate furnishing a comprehensive vs. spot-check leak survey of the areas you designate. This will maximize our ability to find even the smallest leaks. We constantly upgrade to the latest technology and methods to provide the most cost-effective service available.

Cayd Mathiasen will be assigned as Project Manager for USA for this project. More information can be found about Cayd's qualifications and background in the Qualifications section of this Proposal. Cayd can be reached at 877-647-LEAK (5325) or via email at cmathiasen@nrwloss.com. We look forward to assisting the you with this important project.

Sincerely,

Rob Meston
President

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

PROPOSAL

Qualifications

COMPANY PROFILE

USA is a group of professionals working with other professionals and manufacturers, creating new technology as well as developing new procedures and methods to better serve the water industry.

The professionals at USA have an understanding for the business few companies can match. As leaders in the industry, USA is at the heart of today's demand for cost-effective solutions for water line leak detection and meeting conservation mandates.

We have a reputation for using the latest water leak detection technologies including everything from correlator systems to thermal/multi-spectral imaging. We employ a highly trained staff with decades of individual experience and take pride in providing the highest level of service in the industry.

COMPANY MILESTONES

- FOUNDED - 1985
- SOLD TO WESTERN UTILITY SUPPLY – 1994
- SOLD TO HUGHES SUPPLY – 2000
- SOLD TO HOME DEPOT – 2005
- SPLIT OFF – 2009

Our primary service is to provide Water System Leak Detection using state of the art correlation technology. We are equipped for worldwide mobilization. We provide our services to all types and sizes of water systems, on a preventative (pro-active) or emergency basis (earthquake recovery).

USA travels the globe to bring water loss control services and technology to clients interested in preserving one of our most precious resources. We work with clients in a variety of roles in water distribution and transmission. Our clients come from the following sectors:

Water System Management	Government Entities	Residential Commercial
Municipalities	Military Bases	Homeowners/HOA's
Engineering Firms	Bureau of Indian Affairs	Contractors
Public Utility Districts	Federal and State agencies	Builders

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PROPOSAL

USA RECORD OF SUCCESSES

The following is a list of projects successfully completed between 2009 and 20185 (overall average of 5 days per project):

- 2009 – 298 leak detection projects
- 2010 – 308 leak detection projects
- 2011 – 277 leak detection projects
- 2012 – 312 leak detection projects
- 2013 – 288 leak detection projects
- 2014 – 294 leak detection projects
- 2015 – 312 leak detection projects
- 2016 – 241 leak detection projects
- 2017 – 252 leak detection projects
- 2018 – 237 leak detection projects

In addition to our significant project list, USA holds associate memberships and involvement in professional organizations and committees such as; American Water Works Association (AWWA), National Rural Water Association (NRWA). In addition, our involvement with the AWWA Water Accountability Committee helps us stay abreast of changing trends in the industry, allowing us to better meet the ever-changing needs and requirements of our clients.

INSURANCE COVERAGE

USA maintains the amounts of insurance coverage listed below. We will provide a certificate showing evidence of coverage as required in the RFB, upon notice of award:

Type	Company	Limitation
General Liability	American Casualty Co.	2,000,000
Automobile	Mutual of Enumclaw	1,000,000
Excess Liability	Continental Casualty Co.	3,000,000
Worker's Compensation	Washington State Labor & Industries Valley Forge Insurance Co.	No Limit 1,000,000

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PROPOSAL

COST CONTROL

Each project that we propose is carefully calculated and based on information provided by the client (i.e. number of miles, amount of loss, etc.). If, during the course of a project, the amount of line to be surveyed (which is the foundation on which all proposals are built) is determined to be significantly different than proposed, the field staff communicates this to the Project Manager as soon as it becomes apparent. The Project Manager then works closely with the client to resolve the problem, therefore limiting any cost over-runs before they are realized. Any additional work that was not part of the original proposed schedule will be approved by the client in writing.

QUALITY ASSURANCE PROGRAM

USA has established a carefully planned and controlled Quality Assurance Program, which is broken down into three (3) main areas:

1. Client Contact

When the very first contact is made with the client, our Project Managers begin to work closely with the client representative to establish a project scope. This includes:

- Preparing a detailed Proposal
- Precision Scheduling
- Liaison between client and field personnel

2. Project Work

Once the project has started, our field staff meet with the client representative(s) and establish a routine schedule. Most projects are modeled after the following steps:

- Survey Phase - this is the cursory sounding "sweep" and is done at pre-established listening distances (refer to the Description of Services section of this proposal for more information).
- Pinpointing Phase – during this phase, leaks are pinpointed using various sophisticated equipment. Daily copies of leak reports are provided to the client so that repairs can be scheduled in a timely manner.

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PROPOSAL

3. Project Follow-up

Project follow-up starts in the field with a debriefing meeting between our Water Loss Consultants and the client contact. A review of project specifics is provided at this time.

- Final Report preparation and submission
- Ensuring the client understands the data collected
- Continued post project client support

TEAM QUALIFICATIONS

The team at USA is fully qualified to perform all tasks outlined in the RFP. The short biographical paragraphs below illustrate the wide range of expertise that each key member of our team brings to the project. Note: The following team members will be dedicated for this project. If in the future, we must assign someone not on the list, we will pre-qualify them with each system representative prior to having them complete any work on this project):

Rob Meston, President. Mr. Meston has over 28 years of experience in water conservation. He started as a Leak Consultant with USA in 1990. Mr. Meston is one of the most senior leak detection experts in the country. In 1994 the company was sold and under the new company he was promoted to Consultant/Technical Support where he was responsible for the day-to-day activities of the field crews. In 2009 Mr. Meston partnered with Bruce Rubin to reform Utility Services Associates, LLC.

Cayd Mathiasen, Business Development Rep and Project Manager. Mr. Mathiasen attended the College of Southern Idaho and completed his degree Business Management. After completing his education, Mr. Mathiasen acquired a position with Harris Publishing, in the sales and marketing division. Mr. Mathiasen joined the USA in 2018 and works out of the Montana Branch, where he leads the company's sales and marketing initiatives. He also acts as Project Manager for most projects on the east coast. Mr. Mathiasen's areas of expertise include Leak Detection, Water Audits, and Tank Inspection. Mr. Mathiasen is also instrumental in developing new procedures, methods, and products to keep USA on the cutting edge. Mr. Mathiasen also helps coordinate scheduling and is available in an advisory Capacity. Mr. Mathiasen will be the point of

contact regarding any matters requiring scheduling, contract interpretation or conflict resolution. Mr. Mathiasen can be reached at 877-647-LEAK (5325) or at cmathiasen@nrwloss.com.

Cory Simonson, Director of Operations. Mr. Simonson joined USA as a Field Technician in 2009 and currently works out of our Montana office, responsible for Operations. Cory was promoted to Field Consultant and acted as on-site project manager, coordinating with other technicians to maintain project continuity and quality assurance. He helped to develop and pilot our Segway survey methods. His primary responsibilities include consulting with clients on water conservation projects. In addition, he acts as technical adviser to USA field activity. He is a State of Montana Certified Operator: Water Distribution 2A, Water Treatment 3B. Mr. Simonson will be available to assist with equipment and field staff related issues. Mr. Simonson can be reached at 800-241-3420 or csimonson@nrwloss.com.

Suzie Freeman, Office Manager. Ms. Freeman has over 6 years of experience, having joined USA in June of 2008. She coordinates and maintains all client files including pre-project correspondence and Final Report preparation and submission. She acts as liaison between senior management and field staff and provides office support for all aspects of the Leak Detection system.

Eric Kelsay, Senior Water Loss Consultant. Mr. Kelsay attended Olympic College in Bremerton, WA studying electronics, engineering and welding. In March 2005, Mr. Kelsay joined USA as a Field Leak Consultant. Mr. Kelsay is a highly trained, experienced Leak Consultant whose hard work and dedication have earned him praise from many of the clients he has worked with. Mr. Kelsay works out of our Seattle, WA office and is available for travel anywhere. He recently completed a 71-mile project for the Pine Bluff Arsenal, AR.

Thomas Olson, Water Loss Consultant. Mr. Olson works out of our Seattle office as a Water Loss Consultant and is available to travel anywhere in the US. His most recent projects include a 124-mile project in Cape Canaveral, FL.

Jerry Thomas, Leak Consultant. Mr. Thomas works out of our Atlanta, GA satellite office as a Water Loss Consultant and is available to travel anywhere in the US. His most recent projects include a 100 mile project in Williamsport, PA.

PROPOSAL

Matthew Sanchez. Mr. Sanchez works out of our Dallas, TX office and has handled projects mainly in the SE for the past year. Mr. Sanchez has been on jobs of all types and sizes including the Toho, FL leak detection project, which was completed in April 2018.

End of Section

References

Green Bay Water Utility
PO Box 1210
Green Bay, WI 54305
Jason Maes
Jasonma@greenbaywi.gov
920-448-3480
10 Days Annually Since 2009. Have provided extensive training and equipment sales as well (Green Bay does some leak detection in-house).
USA Project Manager – Cayd Mathiasen was involved in coordinating scheduling, follow-up and general liaison between City representatives and the USA office and field staff.
USA Field Staff – All USA field staff have been involved in the survey of the Green Bay water system at some point. They are tasked with fieldwork related to the data collection and pinpointing of leaks throughout the system. Note – Cory Simonson has provided training for Green Bay on their in-house program.

City of Talladega
c/o Insight Engineering
5800 Feldspar Way
Talladega, AL 35244
James Cassidy
james@insiteengineering.org
205-985-2102
20 Days Annually Since 2013
USA Project Manager – Bruce Rubin was involved in coordinating scheduling, follow-up and general liaison between Insight Engineering, City representatives and the USA office and field staff.
USA Field Staff – Eric Kelsay, Jerry Thomas and Brian Carey have all been involved in the survey of the Talladega water system at some point. They are tasked with fieldwork related to the data collection and pinpointing of leaks throughout the system.

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PROPOSAL

Jacobs – City of North Miami Beach, FL
17050 NE 19th Ave.
NMB, FL 33162
Karim Rossy
karim.rossy@ch2m.com
305-948-2967
40 Days Annually Since 2008
USA Project Manager – Cayd Mathiasen was involved in coordinating scheduling, follow-up and general liaison between the City representatives and the USA office and field staff.
USA Field Staff –Matthew Sanchez and Jerry Thomas have extensive experience with this client and have provided the majority of fieldwork over the past 2-3 years. Since we first started, the City has installed an MLog system and we now verify the data and pinpoint the leaks associated with the MLog system.

City of Rome Water & Sewer
PO Box 1711
Rome, GA 30162-1711
Mick Hackett
mhackett@romega.us
479-968-2080
10 Days Annually Since 2012
USA Project Manager – Cayd Mathiasen was involved in coordinating scheduling, follow-up and general liaison between the City representatives and the USA office and field staff.
USA Field Staff – Eric Kelsay, Jerry Thomas and Brian Carey have all been involved in the survey of the Rome water system at some point. They are tasked with fieldwork related to the data collection and pinpointing of leaks throughout the system.

End of Section

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PROPOSAL

Procedures and Methods

PROJECT UNDERSTANDING

After reviewing information in the RFP, we are certain we can identify areas of leakage in water systems (as outlined below), which when repaired, will reduce non-revenue water losses and make recommendations for system improvements.

PROJECT SPECIFICS

This project combines a leak survey for the Village of Allouez, City of De Pere and the Manitowoc Public Utilities, WI. USA will work closely with the each client representative in reviewing information for this project and selecting the appropriate pipeline appurtenances, reviewing maps and creating a survey plan, which once approved, the work will be scheduled. We estimate the field work will take approximately 75 working days for all three systems. days. USA will pinpoint ALL detectable leaks.

Water System Data

The area serviced by the **Village of Allouez** consists of approximately **64.1** miles of water lines consisting of **AC, Metal and PVC.** Pipe Sizes range from are unknown.

The area serviced by the **City of De Pere** consists of approximately **119.119.80** miles of water lines consisting of **AC, CI, DI, PVC and Unknown**. Pipe Sizes range from **4" or less** to **16"**.

The area serviced by the **Manitowoc Public Utilities** consists of approximately **186.51** miles of water lines consisting of **CI, DI and PVC**. Pipe Sizes range from **2"** to **24"**.

PROJECT TASKS

USA surveys for water leaks using the latest in leak detection technology available. We use a sonic leak detection sound amplification instrument in conjunction with a sensitive transducer to conduct system surveys. We use various sophisticated equipment from correlators to ground microphones to pinpoint system leakage. Trained, experienced

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professionals operate our equipment. Our Water Loss Consultants undergo an annual audiogram (hearing test). A detailed report of leak locations, estimated gallon per minute (GPM) loss, and area covered is supplied daily. A Final Report will be provided within 21 business days following field work completion.

Task 1. Meetings

Overview: To ensure that the project is performed effectively we will meet on a regular basis with project representatives. These meetings will include:

A. **Kick-off Meeting** – USA field staff will meet with designated client project representatives to obtain and review system maps (these same maps will be reviewed by the USA Project Manager prior to the Notice to Proceed), outline project goals and review the project action plan. This plan will include a timeline for completion of each task as well as unique project requirements such as safety, traffic control, communication issues and data reporting.

B. **Close-out Meeting** – USA field staff will meet with designated client project representative to discuss the results of the project. Any maps provided to USA staff will be returned.

Task 2. Survey Phase

Overview: The Survey Phase will be accomplished using state of the art acoustic equipment, making direct contact with system appurtenances such as valves, services and fire hydrants. This will be done using the following steps:

A. The first step in our survey is to review the client distribution water system maps for each system for familiarization of the pipe networks and the appurtenances to be checked. This initial review is helpful in developing the most efficient survey possible.

B. As the leak survey progresses, USA will sound appurtenances at varying distances depending on pipe type, size and pressure. Generally, access points will not exceed 350' where available. However, areas with limited access may require the distance to be exceeded. Whenever PVC is checked, we will make contact with all available services, as well as all available valves and hydrants. This increases the likelihood of finding leaks on PVC, which is very difficult.

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C. When normal contact points are not available we will try to use a sonic ground listening instrument, making physical ground contact at intervals no greater than 10 feet directly, over the pipe. In cases where contact is limited and the lines run under soil, we will attempt to use a probe rod and the leak noise amplifier. If conditions do not allow for either procedure, our Water Loss Consultants will advise client project representatives at time of project and we will detail these locations in the Final Report (ground listening devices are employed when ground cover is pavement, cement, or a similar had surface). We will also deploy acoustic noise loggers if necessary.

D. All noises detected will be recorded the noise for re-investigation during the Pinpointing Phase. A preliminary survey report will be given to the client representatives for each system to include a list of all leak noises, and easily identified leaks (hydrant leaks, visible leaks, etc.).

Note: The equipment utilized does not normally require appurtenances to be operated during surveying. However, on occasion, appurtenances may need to be operated to eliminate service draw noise or to change velocity noise. Operation of appurtenances will only be done by client crews unless approved and directed otherwise. If we are directed to operate appurtenances, we will not be liable for any broken appurtenances or damage.

Some night or early morning shifts may be necessary to enable us to adequately survey high traffic arterials with a minimum of traffic and noise interference. These will be pre-approved by the client project representatives. We will also provide a list of system anomalies (missing valve lids, etc.) with each Final Report.

Task 3. Pinpointing Phase

Overview: All noises detected during the Survey Phase will be re-investigated during the Pinpointing Phase. The pinpointing of leaks will be accomplished using computer correlation equipment whenever/wherever possible as well as ground microphones and probes. This will be done using the following steps:

A. Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering or other like methods is not used when contact points are available for use with the correlator.

B. As with the Survey Phase, the equipment utilized does not normally require valves to be operated during surveying and pinpointing. However, on occasion, services or valves

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may need to be operated to eliminate service draw noise or to change velocity noise. Client project representatives will operate appurtenances if required, unless we have prior approval to operate appurtenances. If so, USA will not be liable for any damage.

C. The correlator equipment used will have the capability to prompt the operator to input the variables when different pipe sizes and/or pipe materials are encountered in the same span to be investigated. This is necessary to ensure accuracy of results based on the automatic computation of the correct leak sound velocity in leak pinpointing operations. Our correlator has the capability of correlating up to seven different pipe materials or diameters within the selected span. To insure effective performance in all field environments encountered in your distribution system (i.e. traffic noise, draw, pump operation, industrial noise, etc.) the correlator equipment provides 12 multi-range High and Low Pass filters (FCS TriCorr). A correlator will be on site at all times during leak detection projects.

D. Each leak will be classified according to size in gallons per minute (GPM) and hazard in order to aid in scheduling repairs. It should be noted that leak classification is not an exact science. In spite of the use of the most modern instrumentation, as well as complete training and experience by our Leak Consultant, it is impossible to determine the exact condition of underground piping without actually exposing the line. In view of this limitation, our classification (including estimated GPM loss) is intended as an aid in scheduling repairs based upon the information available, the Leak Consultant's judgment and site conditions at the time the leak report is being prepared. Variable factors beyond our control may alter this classification at any time. Once the leak is exposed for repair, you may wish to revise the estimated GPM loss in order to establish a more accurate estimate of actual water loss for reporting purposes.

Leak Classifications are outlined in the Leak Classification and Estimation section of this proposal.

F. Leak location may be marked in the field with environmentally friendly paint (depending on the surface/ground conditions and leak).

G. Whenever the leaks are repaired prior to our departure, USA will re-survey that section of the system to be sure no extremely quiet leaks were missed due to an over-powering noisy leak sound or other variable.

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

PROPOSAL

H. It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. USA will perform all work at the highest level of professional workmanship in its industry; however, we cannot guarantee the detection of any leak.

I. We will request that each system provide a helper whenever possible and if one is not available, they will offer a point of contact for questions or assistance, particularly during the pinpointing phase.

Task 4. Reporting Phase

Overview: All data collected during the Surveying Phase and Pinpointing Phase will be complied into individual reports for the client. These reports shall include individual Leak Reports, whenever leaks are pinpointed and a Final Report at the end of each project.

A. USA will provide a detailed Leak Report whenever leaks are pinpointed so that the client for each system may begin to prioritize for repairs. Each detailed Leak Report will contain:

1. Leak Number, type and classification for repair priority.
2. Estimated Leak rate and correlation data (if applicable).
3. Detailed Diagram showing leak location as well as a physical address. We will also include photographs of the leak area whenever possible and GPS coordinates if requested.
4. Approximate time spent pinpointing, cover type, if the leak was marked and notes regarding the nature of the leak and recommendations for repair.

USA will furnish the Final Report within 3 weeks (or sooner) from the end of the fieldwork portion of each project. You will be provided with one printed, bound copy and one pdf copy. The Final Report includes:

1. Executive Summary showing individually recorded time for correlating, surveying and other time spent on the project. This summary also includes footage covered, approximated gallons per minute (GPD) loss, types of leaks found, quantity of leaks found and remarks recommending improvements

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that may be made to the distribution system and ways for approaching future leak detection projects.

2. Survey and Pinpointing Review explaining the procedures and methods used during this study.

3. Leak Reports each with a detailed drawing showing the leak location, the type of leak pinpointed, the leak classification, approximate time spent pinpointing, an estimate of the GPM lost, the cover type and whether or not the leak location was marked. In addition, whenever possible we will add the correlation justification and related correlation graphs if the leak was pinpointed using a correlator (the field drawing of the same Leak Report shall be supplied daily to the system representative whenever leaks are pinpointed).

4. Recommendations for future leak surveys of each system.

If required, USA can modify or design any form to fit the client's requirements.

1. Leak Estimating

Certain equipment variables are also considered when estimating GPM (type of pipe, size of pipe, system pressure, history of leakage, etc.). Variable factors beyond our control may alter this estimate at any time. Once the leak is exposed for repair, the system maintenance crew may wish to revise the estimated GPM loss in order to establish a more accurate estimate of actual water loss for reporting purposes.

2. Leak Classification

Each leak will be classified according to size in gallons per minute (GPM) and hazard in order to aid the City in scheduling repairs. Leak Classifications are as follows:

Class I. Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and/or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.

Attachment: Exhibit B-Utility Services Associates-Contractor Agreement (8113 : Resolution #19-35 Authorizing Agreement for Contractor

PROPOSAL

Class II. All leaks that display water losses significant enough to be monitored on a regular repair schedule.

Class III. Relatively small leaks that should be repaired as workload permits.

SAFTEY

USA is committed to the highest standards of ethical and safe work practices. We consider the safety of our employees and customers to be of primary importance. We have set forth specific safety policies and procedures which meet with state and federal regulations. Our field personnel have completed OSHA certified training programs. Copies of certificates will be provided upon request.

Our company health and safety program includes topics ranging from roles and responsibilities to critical work procedures. Job hazard analysis for each job USA performs has been documented. Our vehicles are equipped with caution lights and traffic cones. All federal, state and city traffic safety regulations shall be observed, specifically those detailed in the MUTCD (Manual of Uniform Traffic Control Device).

STAFFING

As outlined in the Qualifications section, USA employs the most experienced team in the industry. Our expertise in scheduling multiple projects at one time across the country allows us to quickly mobilize to any location in the United States in a relatively short amount of time. In fact, we are often called out to locate "emergency" leaks and rarely have any trouble moving our significant work load to free up one of our Water Loss Consultants for quick mobilization to the client experiencing the emergency.

Since all of our management and sales team have extensive field experience, we also keep several suites of equipment at our various satellite offices so that it can be quickly shipped to any location and often times, our senior management or sales team will fly in and perform the work.

PROPOSAL

EQUIPMENT

USA utilizes state of the art leak detection equipment. A comprehensive leak survey requires the use of many different technologies. No two water systems are alike. The professional use of various technologies has made USA the leader in developing efficient procedures and methods designed to meet each utility's individual needs.

Note: The current generation of leak detection equipment (newer than 2009) does not require annual calibration. Since this equipment is mostly sealed, regular calibration is only recommended by the manufacturer when repairs are required. Trained, experienced professionals operate our equipment. The list below will be available for use during Task 2 – Leak Detection Surveying and Task 3 – Leak Pinpointing water systems.

A **leak noise surveyor** allows the operator to listen for leak noise by placing an acoustic sensor in contact with any access point (valve, hydrant, etc.) in the distribution system. Sound from the pipeline is transmitted through aviator-quality headphones to allow the operator to determine if leak type noise is present. We use the follow models of leak noise surveyor:

- **FCS S-30 Leak Surveyor**
- **Subsurface LD-15**

A **leak noise correlator** is an electronic device used for Leak Detection to pinpoint leaks in pressurized water lines. Typically correlation systems use acoustic sensors that placed in contact with the pipe, at two or more points, to detect the sound emitted by a leak. The sound data is processed through a mathematical algorithm which determines the difference in the time it takes noise to travel from each of the sensors. These are complex and sophisticated pieces of equipment that should be used only by experienced highly trained technicians. We use the follow models of correlation devices:

- **FCS TriCorr Touch Leak Locator**
- **SubSurface Leak Detection LC-2500**

A **ground microphone** is a device used for validating correlation results or for as a survey tool in areas where there are few or no access points. We use the follow models of ground microphones:

- **SubSurface LD-12**

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PROPOSAL

- **Geophones**

A **line (metal) locator** is used when system maps are incomplete to assist the leak detection technician in following the path of a line for surveying as well as pinpointing. We use the follow models of line (metal) locators:

- **Goldak Model 5600 Line Locator**
- **Schonstedt model GA-52 Metal Locator**
- **Subsurface Instruments PL2000**

In addition we use other pieces of equipment which are vital in providing our clients with a complete and successful survey of their system.

1) FCS Leak Noise Loggers

These is units can be attached to a valve or service line. We use these units to pinpoint quieter leak noises in high traffic or heavy ambient noise areas. These units take readings at night when ambient noise and customer usage is typically at its lowest.

2) Mark Helium Detector

This unit is used for pinpointing water leaks that do not create enough sound for acoustical type systems to be used.

3) Fisher XLG-80 Ultrasonic Leak Detection Unit

This unit is used when normal listening devices cannot pick up sound. This is accomplished by adding air to the water line. It is mainly used for leakage in walls, etc.

4) Sensor Mounting Kits

These kits are a series of detachable aluminum or steel probe rods used for contacting deep appurtenances or appurtenances full of dirt.

5) Mobile Leak Detection Vans

Our vans are fully equipped late model vehicles designed to carry safety equipment, working desk, file cabinets and storage for all the above mentioned equipment. These units carry fully equipped tool sets, hydrant wrenches, pry bars, etc. for all situations. Each van is equipped with backup survey tools as well as spare transducers and/or transducer cables

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PROPOSAL

in various lengths. This reduces or eliminates down time due to equipment failure. Our vehicles are also outfitted with OSHA approved safety gear.

We will select the appropriate equipment to provide the most comprehensive leak detection survey available.

End of Document

City of De Pere

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

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

April 12, 2019

RE: Request for Proposals
2019 Leak Detection Survey

The Village of Allouez, City of De Pere, and Manitowoc Public Utilities (MPU) 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**

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**

Attachment: 2019 Leak Detection Proposal (8113 : Resolution #19-35 Authorizing Agreement for Contractor Services (Leak Detection Survey).)

MPU System Description

2”	Metal (Cast Iron)	1,393
4”	PVC	7,698
6”	Metal (Cast Iron)	387,718
6”	PVC	25,765
8”	Metal (Cast Iron)	94,554
8”	PVC	142,304
8”	PVC	1,546
10”	Metal (Cast Iron)	24,778
10”	PVC	74
12”	Metal (Cast Iron)	108,214
12”	PVC	82,315
12”	PVC	4,246
16”	Ductile Iron; Lined (late 1960's to present)	155
16”	Ductile Iron; Lined (late 1960's to present)	3,800
16”	Metal (Cast Iron)	50,022
16”	PVC	5,889
20”	Ductile Iron; Lined (late 1960's to present)	1,925
20”	Metal (Cast Iron)	22,365
24”	Metal (Cast Iron)	17,530
24”	Metal (Cast Iron)	2,465
	TOTAL	984,756

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. On all PVC water mains, all water services shall be listened including 100% of the curb boxes including 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 normal working hours of Monday-Friday, 7am-3pm.

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 27, 2019.

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 **"2019 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 29, 2019.

Attachment: 2019 Leak Detection Proposal (8113 : Resolution #19-35 Authorizing Agreement for Contractor Services (Leak Detection Survey).)

The Village of Allouez, City of De Pere, and MPU 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, Village Boards, or Commissions 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 MPU's water distribution system or leak detection survey please call Rob Michaelson at (920) 686-4354.

If you have any questions regarding City of De Pere's water distribution system leak detection survey, or this proposal, please call Scott Thoresen at (920) 339-8095.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Village of Allouez Water Utility
2019 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

Estimated Start Date: _____

Estimated Work Days to Complete: _____

City of De Pere Water Utility
2019 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

Attachment: 2019 Leak Detection Proposal (8113 : Resolution #19-35 Authorizing Agreement for Contractor Services (Leak Detection Survey).)

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: _____

Manitowoc Public Utility

2019 Leak Detection Survey Proposal

The following proposal is submitted to: Manitowoc Public 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 Manitowoc Public Utility to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Manitowoc Public Utility'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 Manitowoc Public Utility'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: _____

Leak Detection Proposals Summary 3-29-19

Company Name	Community	LS
Utility Service Associates		
	Village of Allouez	$7,650.00
	City of De Pere	$14,850.00
	MPU	$22,500.00
Ferguson Waterworks Services		
	Village of Allouez	$12,179.00
	City of De Pere	$22,800.00
	MPU	$43,827.00
ME Simpson Company		
	Village of Allouez	$31,850.00
	City of De Pere	$49,000.00
	MPU	$64,925.00
AECOM		
	Village of Allouez	No Bid
	City of De Pere	No Bid
	MPU	No Bid
Westrum Leak Detection		
	Village of Allouez	No Bid
	City of De Pere	No Bid
	MPU	No Bid
Waterworks Services		
	Village of Allouez	No Bid
	City of De Pere	No Bid
	MPU	No Bid

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**John McDonald**
SUBJECT:	**Resolution #19-36 Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatics Resources, Inc. (2019 Water Management Assistance Program).**

Staff is recommending the approval of Carrico Aquatics Pool Agreement for the 2019 pool season. This agreement is revised from previous years due to VFW Pool not being operational for this season. Changes in the attachment include:

1. Scope of Service
    a. Installation support and start-up was taken out due to department staff taking care of start up of pools
2. Owner's Responsibility
    a. Changed to $115/hour from $85/hour for additional training
3. Compensation
    a. Price decreased to $13,500 for one pool (Previous price for two pools was $20,000)
    b. Separated into four equal payments of $3,375
4. Terms
    a. Yearly investment while VFW is closed
    b. Initial agreement time period is for 2019 swimming season
    c. This agreement will be revised as needed to include VFW when it opens

Thank you for your time and consideration.

John McDonald
Recreation Supervisor

ATTACHMENTS:

- Reso19-36 (DOCX)
- City of DePere - 2019 WM Agreement Legion Pool (PDF)

RESOLUTION #19-36

AUTHORIZING OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT
WITH CARRICO AQUATIC RESOURCES, INC.
(2019 Water Management Assistance Program)

WHEREAS, the City of De Pere is in need of chemical administration and maintenance services during the 2019 swimming season for Legion Pool; and

WHEREAS, Carrico Aquatic Resources, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc., as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso19-36 (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with Carrico Aquatics (2019))

Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600
Fax: 920-541-3602
www.carricoaquatics.com

January 8, 2019

Mr John Mc Donald
Recreation Supervisor
De Pere Parks, Recreation & Forestry Department
600 Grant Street
De Pere, Wisconsin 54115

RE: 2019 Water Management Assistance Program

Dear John,

Thank you for allowing Carrico Aquatic Resources, Inc. to provide you information on our Professional Help program. We feel this program allows these advantages:

1. Provide pool owners and operators with latest technology advances in water treatment.
2. Provide third party neutral assessment of their pool operation.
3. Provide independent evaluation of water treatment system and chemical levels.
4. Provide technical assistance in handling equipment warranty claims.
5. Provide consistent operation, especially when operator turnover occurs.
6. Provide continuity in aquatic operations.

Carrico Aquatic Resources, Inc. is located in Jefferson, Wisconsin servicing commercial and municipal pool and spa owners since 1989 throughout Iowa, Wisconsin, and Illinois.

Carrico Aquatic Resources, Inc. has access to and utilizes professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa problems and to ensure efficient operation in compliance with federal and state regulations. We offer a myriad of services tailored to all aspects of aquatic management and operations from pools to spas.

Operating Philosophy

At Carrico Aquatic Resources, Inc. we believe in providing the aquatic owner with safe, clean sparkling water with the lowest investment of time and money by coordinating the source water chemistry with the entire water treatment system.

Carrico Aquatic Resources, Inc. goals are to enable the aquatic owner to:

1. Protect the swimmers from disease and injury.
2. Protect the pool equipment and structures from premature replacement.

Attachment: City of DePere - 2019 WM Agreement Legion Pool (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with

Carrico Aquatic Resources, Inc. offers a flexible approach to each project's needs. We do not have a canned approach or standard service. We tailor our professional chemical management program to each individual client's needs.

Carrico Aquatic Resources, Inc. believes in effective contractor client communication. We feel the key to success in contract operations is open, honest communication between our clients and the Carrico Aquatic Resources, Inc. Resources team. Our clients maintain control of their aquatic facilities because they are totally informed about operations and maintenance activities, water quality, equipment status, operation cost, preventative maintenance and budgetary considerations and make the final decisions on operations.

Please review the enclosed information in implementing this program for your aquatic facility please fill in the necessary information and forward to our office with your purchase order.

If you have any questions, please contact me at 1.800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.

Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600
Fax: 920-541-3602
www.carricoaquatics.com

OPERATION AND MAINTENANCE
ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of January 10, 2019 is between the City of De Pere (the "Owner"), whose address is 335 S. Broadway De Pere, Wisconsin 54115 and Carrico Aquatic Resources, Inc. ("Carrico"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico, in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

Attachment: City of DePere - 2019 WM Agreement Legion Pool (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with

- Should the owner wish to terminate the agreement after the initial term and in-between contract years Carrico will reinstall the owners equipment at a rate of $115.00 per hour. Owner will be responsible for storage and maintenance of their equipment.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals, and services:

1.1 (1) BECS 3 Controller
1.2 (1) Pulsar PIV feeder with booster pump
1.3 All chemicals needed to maintain pool chemical levels as required, Including Pulsar Briquettes, Bulk Acid delivery, Bi-Carbonate, Calcium Flakes, Cyanuric Acid (Stabilizer), and Reagents.
1.4 Operator Training.
1.5 Delivery of chemicals F.O.B from closest point
1.6 14 Point water analysis every 4-6 weeks
1.7 Routine visits to check equipment and chemical inventory. "Routine" for the purposes of this agreement shall mean every 4-6 weeks

ARTICLE II: OWNERS' RESPONSIBILITIES

2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of $115.00 per hour.
2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.
2.7 Provide all necessary electrical connections to complete the installation of the Pulsar feeders and BECSys controllers.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

3.1 Provide equipment, chemicals and services as described in Article I.
3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
3.3 Routine visits to the Facilities to check equipment and water chemistry.

Attachment: City of DePere - 2019 WM Agreement Legion Pool (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with

ARTICLE IV: COMPENSATION

4.1 Owner's guaranteed yearly investment for equipment, chemicals, operator training, and monthly visits is Thirteen Thousand Five Hundred and no/100 ($13,500.00) dollars. This agreement is a one year agreement due to the VFW Pool Closure.

4.2 Owner shall pay Carrico Three Thousand Three Hundred Seventy-Five and no/100 ($3,375.00) dollars due on the first day of May, June, July and August for the 2019 pool season.

4.3 Owner may choose one of the following delivery options: One time fee of $250.00 per season, Per delivery charge from our closest warehouse locations, Customer pick up at our Jefferson, WI facility.

ARTICLE V: TERM

5.1 Terms of this Agreement are a guaranteed yearly investment while VFW Pool is closed.
5.2 This initial agreement time period is for the 2019 swimming season.
5.3 This agreement will be revised as needed to include VFW Pool when it re-opens.

ARTICLE VI: TERMINATION

6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
6.2 If Owner terminates agreement within the first year or between anniversary dates in subsequent years, a Five Hundred Dollar ($500.00) fee, per pool and or spa as designed in Exhibit A, will be assessed for removal of equipment and/or chemicals.
6.3 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
6.4 Owner may terminate this agreement without penalty if Carrico fails to:
- Supply chemicals as outlined in this agreement in a timely manner;
- Perform routine visits to named Facilities
- Provide routine water analysis report.

6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.
6.6 This article shall not apply to owner determination to end swimming pool operations.

ARTICLE VII: MISCELLANEOUS.

7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention:

_____, at the address set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of $85.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.

7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.

7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.

7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: PURCHASE

8.1 The City of De Pere has the option to purchase the system at the current retail price; at any time the agreement is valid.

8.2 Upon purchase, it is the sole responsibility of Owner to monitor, maintain, and control the quality and chemical content of the contained water. Owner agrees to hold Carrico Aquatic Resources, Inc. its officers and employees harmless from any loss expense (including attorney fees and expert fees) or damage resulting from any claim or legal action against Carrico Aquatic Resources, Inc. involving the use and maintenance of the equipment by Owner, including equipment subsequently purchased or chemicals used by Owner at the above-described site, after Owner's purchase of the system

8.3 Upon purchase of said chemical system, Carrico Aquatic Resources, Inc. disclaims any and all warranties including merchantability and fitness of purpose. Owner shall rely upon the warranty of the manufacturer.

ARTICLE IX: AUTHORIZATION

9.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 2019.

CARRICO AQUATIC RESOURCES, INC. **City of De Pere**

By: _____ By: _____

Matt Carrico Owner

Attachment: City of DePere - 2019 WM Agreement Legion Pool (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with

EXHIBIT A
(1) Outdoor swimming pool.

Attachment: City of DePere - 2019 WM Agreement Legion Pool (8121 : Reso #19-36 Authorizing Operation and Maintenance Agreement with

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #19-37 Authorizing Lease Agreement with Badger Office City (Photocopier Equipment - City Hall-2nd floor, Fire Department, Municipal Service Center and Community Center).**

At its April 9, 2019 meeting, the Finance/Personnel Committee voted 4-0 to recommend approval to the Common Council.

ATTACHMENTS:

- Reso19-37 (DOCX)
- memo to Finance re copier lease_SM_4-3-19 (DOCX)
- Badger Office City Customer Maintenance Contract Agreement (PDF)

RESOLUTION #19-37

AUTHORIZING LEASE AGREEMENT WITH BADGER OFFICE CITY
(Photocopier Equipment-City Hall 2nd Floor, Fire Department, Municipal Service Center and Community Center)

WHEREAS, City Hall 2nd Floor, Fire Department, Municipal Service Center and the Community Center are all in need of a new photocopier; and

WHEREAS, Badger Office City has available and offers to provide photocopier equipment in accordance with the terms and conditions of their Lease Agreement and Customer Maintenance Contract Agreement attached hereto; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Lease Agreement and Customer Maintenance Contract Agreement, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes:_____
Nays:_____

Attachment: Reso19-37 (8119 : Reso #19-37 Authorizing Lease Agreement with Badger Office City-Photocopier Equipment)

CITY OF DE PERE MEMO

DATE: April 2, 2019

TO: Honorable Mayor Michael J. Walsh;
Members of the Finance/Personnel Committee

FROM: Carey Danen, Clerk's Office

RE: Copier Lease for City Hall second floor, Fire Department, Municipal Services Center, and Community Center

The current lease for the four copier machines listed above is expiring. Four quotes were obtained for a new 48 month lease; the monthly totals (as well as the total for the current lease) are as follows:

Vendor:	Total Per Month:
WI Document Imaging	$748.44
Badger Office City	$693.12
Ricoh	$723.45
MBM	$995.81
Current Lease	$505.29

Please note that costs are increasing from the previous lease because color capability is being added to three of the machines (City Hall second floor, Fire Department and Community Center). Increased costs will be offset by efficiencies gained, reduction in print outsourcing and reducing the number of physical printers from 8 to 4. Current costs to operate color printers that will be eliminated in this transition are estimated at approximately $190 per month. This has been calculated by averaging the color print volume over the last year and multiplying by the estimated cost per sheet.

I have attached a spreadsheet which summarizes the quotes in more detail. The individual proposals are also attached.

I recommend signing a lease with Badger Office City because they offer the most competitive pricing. They also currently provide the lease to the first floor at City Hall, and their service response time has been excellent.

Attachment: memo to Finance re copier lease_SM_4-3-19 (8119 : Reso #19-37 Authorizing Lease Agreement with Badger Office City-

BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

4716 Expo Drive
Manitowoc, WI 54220
www.badgerofficecity.com

P: (920) 684-3671
TFP: (800) 783-3671
F: (920) 684-3699

Location: 2nd Floor City Hall
335 S Broadway De Pere WI

Customer Maintenance Contract Agreement

This agreement ("Agreement") made ?/?/2019 by and between City of De Pere (**Customer**), having a principal place of business at 335 S Broadway De Pere WI 54115 and Badger Office City ("Provider"), sets forth the terms and conditions under which Provider agrees to provide specified maintenance services for Customer under the terms of this Agreement.

WHEREAS, **Customer** desires to obtain maintenance services ("Services") from Provider; and

WHEREAS, Provider desires to be a supplier of Services to **Customer;** and

WHEREAS, both **Customer** and Provider desire a mutually beneficial relationship between the companies regarding such Services.

NOW, THEREFORE, in consideration of the mutual promises made herein, **Customer** and Provider agree as follows:

1. ***TERM.*** This Agreement shall be effective as of the date stated in the opening paragraph and shall continue in effect for Four year(s) (the "Term") until terminated by either party in accordance with the termination provisions in Section 6. In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of this Section 1 on Term and Section 6 on termination shall govern and control.

2. ***RENEWAL.*** At the end of the Term, this Agreement shall automatically be extended for successive one (1) month periods ("Renewal Terms") unless either party gives at least sixty (60) days prior written notice of its intention to terminate the Agreement. Rates are subject to change at the date of the Renewal.

3. ***RESPONSIBILITIES OF CUSTOMER.*** Customer shall provide Provider with full access and availability to the Equipment to perform Services. Customer shall also provide adequate working space and facilities, including heat, light, ventilation, electric current, outlets and the like for use by Provider personnel in providing Services. All such space and facilities shall be within a reasonable distance of the Equipment to be serviced and shall be provided at Customer's expense. Customer is responsible to remove, or implement other safeguards to protect all programming, programs, data, removable storage media, documentation, supplies and all options, alterations and attachments before any Equipment is presented for Service.

4. ***INCLUDED IN THIS AGREEMENT IS.*** Parts, labor, toner, travel time, drums, & developer under normal machine wear/use and @ Remote*.

a. **Excess toner charge.** Applicable toner will be provided based on the manufacturer's current estimated yield (copies/prints) per bottle/cartridge. Any deviation from this yield may result in an additional charge and will be invoiced to the customer at the then current published company price for toner. Consumable prices subject to change without notice.

Yield per bottle/cartridge: Black 33,000 Cyan 22,500 Yellow 22,500 Magenta 22,500

Initial Here: _____

5. ***EXCLUSIONS FROM SERVICE.*** Provider will not be responsible for providing Services for damaged or failing Equipment if the damage or failure is caused by:

a. Paper, staples, professional services*, repairs due to the misuse/damage of the machine, and any repair that results in an insurance claim.
b. **Customer's** failure to continually maintain a suitable environment prescribed by the applicable manufacturer;
c. Accidents, Acts of God, disaster, transportation, vandalism, negligence, misuse or abuse;
d. All items considered consumables by manufacturer.
e. Any items broken due to physical abuse.
f. Any cracked plastics or cosmetics.
g. Service of the Equipment by anyone other than Provider.
h. Customer's inadequate use, or failure to use supplies.
i. Other than normal wear or use beyond the normal or engineered life cycle of the Equipment, or Provider's inability to maintain the Equipment in good operating condition using standard field replaceable parts and accessories; (c) painting or refinishing Equipment or furnishing material thereof.

Attachment: Badger Office City Customer Maintenance Contract Agreement (8119 : Reso #19-37 Authorizing Lease Agreement with Badger

** **Professional services fees** include, but are not limited to the retraining of operators, software updates, firmware updates, installing print drivers, programming of templates, department codes, scan paths and address books. Upgrades/changes made by the customer to their computers, network operating systems or solution providers that result in the dispatch of a service technician to your location may result in Professional Service Fee charges. Should a dealer technician arrive on site to diagnose a copier related network/print/fax/scan problem, and that technician determines that he can successfully print/fax/scan to the copier with a crossover cable connected directly to his laptop, thereby eliminating the local network, further Professional Services may be billable. Professional Services fees are billed at a minimum of $105.00 and at $105.00 /hr thereafter.*

6. ***TERMINATION.***

(A.) ***NORMAL TERMINATION***. Either party may terminate this Agreement after the Initial Term by providing sixty (60) days prior written notice. Termination pursuant to this clause shall not relieve the parties of their mutual responsibilities and obligations under Services being performed under any active Purchase Orders unless and to the extent that such Services are terminated by mutual agreement. If a new machine is purchased from another vendor, it is the **Customer's** responsibility to ensure Badger Office City has the final meter reading for the machine to do the final billing. If this is not given to Badger Office City, the final meter reading will be estimated according to past usage, and any service, parts, and/or supplies installed since the expiration of the previous contract will be billed to the **Customer's** account and any uninstalled supplies provided under the maintenance contract will need to be returned to Badger Office City.

(B.) ***TERMINATION FOR DEFAULT.*** Either party may terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within the thirty (30) days after notice of such default (or such additional cure period as the non-defaulting party may authorize.)

(C.) ***ACTS OF INSOLVENCY OR BANKRUPTCY.*** Either party may terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidates, voluntarily or otherwise. In the event that any of the above events occur, the party so affected shall provide ten (10) days prior written notice to the other party of such occurrences.

(D.) ***RESOLUTION OF CONFLICTS BETWEEN THIS AGREEMENT AND GENERAL TERMS AND CONDITIONS.*** In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of Section 1 on Term and this Section 6 on termination shall govern and control.

7. ***GENERAL.*** This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement may not be modified or changed except by a writing signed by an authorized representative of each party. Except as expressly permitted herein, neither this agreement nor any of each party's rights herein may be transferred or assigned without the other party's express written consent. This Agreement shall be binding upon and inure to the benefit of each party, its permitted successors and assigns. No delay in notice of a party's default hereunder or in exercising any right permitted herein or under law shall constitute a waiver by the other party. No waiver of any provision or right herein shall constitute a waiver of any other provision or right in the future. Customer's service or purchase requisitions or purchase orders provided to Provider will be subject to and controlled by this Agreement, including the terms and conditions, if any, contained in any Customer service or purchase requisition or purchase order.

8. ***SOLE AND ENTIRE AGREEMENT.*** It is further agreed that, together with the General Terms and Conditions, this Agreement constitutes the complete and entire agreement of the parties with respect to the Services to be provided hereunder and supersedes and oral or written communication, prior agreement or understanding, proposal, advertisement or representation with respect to its subject matter.

9. ***MAINTENANCE CONTRACT RATE.*** The maintenance contract rate is attached under Schedule A.
a.Minimum $0.00 monthly charge (per machine) applies to all contracts. Initial Here _____

10. ***SUBSTITUTION OF PERFORMANCE.*** Customer agrees that (i) Provider may assign or transfer its rights and obligations under this Agreement to another provider.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER AUTHORIZATION OF EQUIPMENT MAINTENANCE AGREEMENT

By: (Authorized Signature) Date

Printed Name Title

Jon P Ave

APPROVED BY BADGER OFFICE CITY

By: (Authorized Signature) Date

Attachment: Badger Office City Customer Maintenance Contract Agreement (8119 : Reso #19-37 Authorizing Lease Agreement with Badger

BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

4716 Expo Drive
Manitowoc, WI 54220
www.badgerofficecity.com
P: (920) 684-3671
TFP: (800) 783-3671
F: (920) 684-3699

Location: 2nd Floor City Hall
335 S Broadway De Pere WI

SCHEDULE A

Our services provide you with:
* Emergency service calls during **regular** business hours.
* Factory trained technicians to give quality service.
* Quick & effective service.

Customer Name: **City of De Pere**
Customer Address: 335 S Broadway
City: De Pere State: WI Zip Code: 54115

Machine ID # _____
Model # IM c4500 Serial # _____

Initial Contract Period: ?/?/2019 to ?/?/2023

Meter Type	Copies Included	Base Charge	Copy Overage	Billing Frequency
Black	0	$0.00	$0.00389	Quarterly
Color	0	$0.00	$0.02950	Quarterly

Please enter the current meter reading(s) below

Meter Type	Current Meter(s)
Black	0
Color	0

Obtaining Meter Readings: Please indicate how you would like Badger Office City to obtain the meter readings for your machine based on the billing frequency chosen. Select option A or B and complete.

X **A) Remote Tracking Software:** The machine MUST be connected to the network for this option. This is a value added service, which will allow for meter readings and software updates, if necessary. By choosing this option for the meter read plan, you are authorizing Badger Office City to set up a remote tracking device and meter reading system on your (the customer's) product.

Contact Name _____
Contact Phone _____
Contact E-mail _____

____ **B) Non-Networked Machine**

Contact Name _____
E-mail Reminder _____
Fax Reminder _____
Phone Reminder _____

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BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

Badger Office City
4716 Expo Drive
Manitowoc, WI 54220

Phone: 920-684-3671
Fax: 920-684-3699
Website: www.badgerofficecity.com

Sale Date: 04/10/19 Sales Rep: 144 Bruce

Order Details

New Account: ☐ Account App ☐ Purchase Order Number _____

Bill To: City of De Pere Dept: 2nd Floor	Ship To: Same Dept:
Address: 335 S Broadway	Address:
City: De Pere State: WI Zip Code 54115	City: State: Zip Code
Contact: Steve Massey	Contact:
Phone: 920-339-4072 Ext. 1255	Phone: Ext.
Email: smassey@mail.de-pere.org	Email:

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	418309	IM c4500				Lease
1	418349	2 x 550 drawers				Included
1	418337	SR 3260 Finisher				Included
1	418345	Bridge				Included
1	418392	Fax				Included
1	006428MIU	Surge Protector				Included
1	842307	Black				Included
1	842309	Yellow				Included
1	842309	Mag				Included
	842310	Cyan				Included
		End of Lease scrub Hard Drive				
		return equipment to lease company				

Lease Details

Lease [X] GA [ ] Other [ ] DLL

Payment Amount $425.11 - Quarterly

Type [X] FMV [ ] $1 Purchase Option

Term [ ] 12 Months [ ] 24 Months [ ] 36 Months [ ] 39 Months [X] 48 Months [ ] 60 Months [ ] 63 Months [ ] Other

Purchase Details

Sub-Total $0.00
Less Trade-In
Shipping 0
Total Investment $0.00
Terms: Net 10 days, Invoice to fo

Customer Signature Date

Printed Name Date
Bruce G Sengbusch 4-10-19
Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested [X] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included _____ Black Overage CPC _____
Color Copies Included _____ Color Overage CPC _____

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.00389
Color CPC rate 0.0295

Delivery Information/Details

IT Contact Name: _____ **Phone:** _____ **E-mail:** _____

Computer Program: [ ] MAC [ ] Windows **Windows OS:** _____

Delivery Contact: Steve Massey **Phone:** 920-339-4072 x 125 **E-mail:** smassey@mail.de-pere.org

Delivery Date: _____ **Delivery Time:** _____

Machine Location: 2nd Floor City Hall

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

Attachment: Badger Office City Customer Maintenance Contract Agreement (8119 : Reso #19-37 Authorizing Lease Agreement with Badger

BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

Badger Office City
4716 Expo Drive
Manitowoc, WI 54220

Phone: 920-684-3671
Fax: 920-684-3699
Website: www.badgerofficecity.com

Sale Date: 04/10/19 Sales Rep: 144 Bruce

Order Details

New Account: ☐ Account App ☐ Purchase Order Number _____

Bill To: City of De Pere Dept: ire Station 1	Ship To: Fire Station 1 Dept:
Address: 335 S Broadway	Address: 400 Lewis St
City: De Pere State: WI Zip Code 54115	City: De Pere State: WI Zip Code 541
Contact: Steve Massey	Contact:
Phone: 920-339-4072 Ext. 1255	Phone: Ext.
Email: smassey@mail.de-pere.org	Email:

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	418284	IM c2500				Lease
1	100478FNG	Cabinet				Included
1	418335	SR 3270 Booklet Finisher				Included
1	418345	Bridge				Included
1	418392	Fax				Included
1	006428MIU	Surge Protector				Included
1	842307	Black				Included
1	842308	Yellow				Included
1	842309	Mag				Included
1	842310	Cyan				Included
		End of Lease scrub Hard Drive				
		return equipment to lease company				

Lease Details

Lease [X] GA [ ] Other [ ] DLL

Payment Amount $362.02 Quarterly

Type [X] FMV [ ] $1 Purchase Option

Term [ ] 12 Months [ ] 24 Months [ ] 36 Months [ ] 39 Months [X] 48 Months [ ] 60 Months [ ] 63 Months [ ] Other

Purchase Details

Sub-Total $0.00
Less Trade-In
Shipping 0
Total Investment $0.00
Terms: Net 10 days, Invoice to fc

Customer Signature Date

Printed Name Date
Bruce G Sengbusch 4-10-19
Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested [X] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included _____ Black Overage CPC _____
Color Copies Included _____ Color Overage CPC _____

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.00662
Color CPC rate 0.0418

Delivery Information/Details

IT Contact Name: _____ **Phone:** _____ **E-mail:** _____

Computer Program: [ ] MAC [ ] Windows **Windows OS:** _____

Delivery Contact: Steve Massey **Phone:** 920-339-4072 x 125 **E-mail:** smassey@mail.de-pere.org

Delivery Date: _____ **Delivery Time:** _____

Machine Location: Fire Station 1

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	IL

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

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BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

Badger Office City
4716 Expo Drive
Manitowoc, WI 54220

Phone: 920-684-3671
Fax: 920-684-3699
Website: www.badgerofficecity.com

Sale Date: 04/10/19 Sales Rep: 144 Bruce

Order Details

New Account: ☐ Account App ☐ Purchase Order Number _____

Bill To: City of De Pere Dept: MSC	Ship To: MSC Dept:
Address: 335 S Broadway	Address: 925 S Sixth St
City: De Pere State: WI Zip Code 54115	City: De Pere State: WI Zip Code 541
Contact: Steve Massey	Contact:
Phone: 920-339-4072 Ext. 1255	Phone: Ext.
Email: smassey@mail.de-pere.org	Email:

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	417766	MP 5055				Lease
1	417268	2 x 550 sheet drawers				Included
1	417483	SR 3210 Finisher				Included
1	417587	Bridge				Included
1	417865	Fax				Included
1	006428MIU	Surge Protector				Included
1	842126	Black				Included
		End of Lease scrub Hard Drive				
		return equipment to lease company				

Lease Details

Lease [X] GA [ ] Other [ ] DLL

Payment Amount $364.53 Quarterly

Type [X] FMV [ ] $1 Purchase Option

Term [ ] 12 Months [ ] 24 Months [ ] 36 Months [ ] 39 Months [X] 48 Months [ ] 60 Months [ ] 63 Months [ ] Other

Purchase Details

Sub-Total $0.00
Less Trade-In
Shipping 0
Total Investment $0.00
Terms: Net 10 days, Invoice to fo

Customer Signature Date

Printed Name Date
Bruce G Sengbusch 4-10-19
Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested [X] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included _____ Black Overage CPC _____
Color Copies Included _____ Color Overage CPC _____

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.0052
Color CPC rate _____

Delivery Information/Details

IT Contact Name: _____ **Phone:** _____ **E-mail:** _____

Computer Program: [ ] MAC [ ] Windows **Windows OS:** _____

Delivery Contact: Steve Massey **Phone:** 920-339-4072 x 125 **E-mail:** smassey@mail.de-pere.org

Delivery Date: _____ **Delivery Time:** _____

Machine Location: MSC

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

Attachment: Badger Office City Customer Maintenance Contract Agreement (8119 : Reso #19-37 Authorizing Lease Agreement with Badger

BADGER OFFICE CITY
SUPPLIES - FURNITURE - MACHINES

Badger Office City
4716 Expo Drive
Manitowoc, WI 54220

Phone: 920-684-3671
Fax: 920-684-3699
Website: www.badgerofficecity.com

Sale Date: 04/10/19 Sales Rep: 144 Bruce

Order Details

New Account: ☐ Account App ☐ Purchase Order Number _____

Bill To: City of De Pere Dept: Community	Ship To: Communtiy Center Dept:
Address: 335 S Broadway	Address: 600 Grant St
City: De Pere State: WI Zip Code 54115	City: De Pere State: WI Zip Code 541
Contact: Steve Massey	Contact:
Phone: 920-339-4072 Ext. 1255	Phone: Ext.
Email: smassey@mail.de-pere.org	Email:

Quantity	Part Number	Description	ID #	Sub #	Serial Number	Price
1	418309	IM c4500				Lease
1	418349	2 x 550 drawers				Included
1	418337	SR 3260 Finisher				Included
1	418345	Bridge				Included
1	418381	2/3 Hole Punch				Included
1	418392	Fax				Included
1	006428MIU	Surge Protector				Included
1	842307	Black				Included
1	842309	Yellow				Included
1	842309	Mag				Included
	842310	Cyan				Included
		End of Lease scrub Hard Drive				
		return equipment to lease company				

Lease Details

Lease [X] GA [ ] Other [ ] DLL

Payment Amount $443.34 Quarterly

Type [X] FMV [ ] $1 Purchase Option

Term [ ] 12 Months [ ] 24 Months [ ] 36 Months [ ] 39 Months [X] 48 Months [ ] 60 Months [ ] 63 Months [ ] Other

Purchase Details

Sub-Total $0.00
Less Trade-In
Shipping 0
Total Investment $0.00
Terms: Net 10 days, Invoice to fo

Customer Signature Date

Printed Name Date
Bruce G Sengbusch 4-10-19
Sales Rep Signature Date

Maintenance Details

Maintenance Program Requested [X] Yes, with Supplies [ ] Yes, w/o Supplies [ ] Declined

Maintenance Billing Frequency

Base + Overage Contract*

Base Rates are billed in advance with overage billed when incurred.

[ ] Monthly [ ] Quarterly [ ] Yearly

Black Copies Included _____ Black Overage CPC _____
Color Copies Included _____ Color Overage CPC _____

Cost Per Copy Contract*

Billed Monthly ONLY

Black CPC rate 0.00389
Color CPC rate 0.0295

Delivery Information/Details

IT Contact Name: _____ **Phone:** _____ **E-mail:** _____

Computer Program: [ ] MAC [ ] Windows **Windows OS:** _____

Delivery Contact: Steve Massey **Phone:** 920-339-4072 x 125 **E-mail:** smassey@mail.de-pere.org

Delivery Date: _____ **Delivery Time:** _____

Machine Location: Community Center

Delivery Notes:

Trade-In / Pick-up Information

Make	Model	Serial Number	ID

MFP SET TO ☐ BLACK ☐ AUTO COLOR ☐ COLOR

Acceptance of Delivery: Title: Date:

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AGREEMENT

GreatAmerica FINANCIAL SERVICES

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: De Pere City Of

ADDRESS: 335 S Broadway De Pere, WI 54115-2526

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Badger Specialty Co Manitowoc, WI

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 48 QUARTERLY PAYMENT AMOUNT*: PURCHASE OPTION*: Fair Market Value (*PLUS TAX)

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR") — CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE: DATE:

PRINT NAME & TITLE:

CUSTOMER: (As Stated Above)

SIGNATURE: X DATE:

PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

Attachment: Badger Office City Customer Maintenance Contract Agreement (8119 : Reso #19-37 Authorizing Lease Agreement with Badger

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #19-38 Authorizing Tax Collection Agreement between Brown County Treasurer and the City of De Pere (December 2019-February 2020).**

At its April 9, 2019 meeting, the Finance/Personnel Committee voted 4-0 to recommend approval to the Common Council.

ATTACHMENTS:

- Reso19-38 (DOCX)
- memo to Finance re tax collection agreement (PDF)
- Exhibit A - 2019-2020 Municipal Tax Collection Agreement-Fillable (PDF)

RESOLUTION #19-38

AUTHORIZING TAX COLLECTION AGREEMENT
BETWEEN BROWN COUNTY TREASURER AND CITY OF DE PERE
(December 2019 – February 2020)

WHEREAS, the City and Brown County are subject to an Agreement whereby the County agrees to provide tax collection services on City's behalf for real and personal property taxes, as well as payments of special assessments and special charges for the first installment of property tax collection; and

WHEREAS, the County Treasurer has presented City with an Agreement (covering December 2019-February 2020), which provides the ability of Brown County to invoice the City for the actual costs incurred by Brown County for mailing bills to taxpayers; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

> The Mayor is authorized and directed to enter into the Brown County Tax Collection Agreement (December 2019-February 2020) between the Brown County Treasurer and the City of De Pere (Exhibit A), together with subsequent renewals thereof, provided the terms are substantially similar and sufficient funds have been budgeted therefor.

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.

Attachment: Reso19-38 (8118 : Reso #19-38 Tax Collection Agreement between Brown County.)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

Attachment: Reso19-38 (8118 : Reso #19-38 Tax Collection Agreement between Brown County.)

CITY OF DE PERE MEMO

DATE: April 2, 2019

TO: Honorable Mayor Michael J. Walsh;
Members of the Finance/Personnel Committee

FROM: Carey Danen, Clerk's Office

RE: Tax Collection Agreement with Brown County

The Brown County Treasurer's Office is again offering tax collection services to municipalities for the 2019 tax year (December 2019 – February 2019). The agreement before you is the same as last year's agreement that was approved by the Common Council by Resolution 18-26. There is no fee for using the services of the County Treasurer's Office; we only pay actual postage costs for the mailing of the tax bills.

I recommend approval of the tax collection agreement. Brown County offers many locations for in-person tax payments as well as the ability to receive a receipt by mail for those paying by mail.

If you have any questions, feel free to contact me at 339-4050. Thank you.

Attachment: memo to Finance re tax collection agreement (8118 : Reso #19-38 Tax Collection Agreement between Brown County.)

BROWN COUNTY TAX COLLECTION AGREEMENT
DECEMBER 2019 TO FEBRUARY 2020

This Agreement is entered into by and between **the County of Brown ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the _____ **('Municipality')**. This Agreement is made pursuant to Wis. Stats. § 74.10, which allows a WI County to contract with WI Municipalities for tax collection services, and pursuant to Wis. Stat. § 66.0301, which allows a WI County to enter into Intergovernmental Agreements with WI Municipalities.

Municipality desires for County to perform **Tax Collection Services ('Services')** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from December 2019 to February 2020.
2. Municipality's Clerk shall provide all **approved** 2019 tax rates to the Brown County Treasurer's Office by December 2, 2019.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills for Municipality, specifying the first installment payment, second installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the tax bills to the United States Postal Service.
4. County, via the Brown County Treasurer, shall invoice Municipality for actual postage costs incurred due to mailing bills to taxpayers, which shall be paid by Municipality on or before January 31, 2020.
5. County, via the Brown County Treasurer, shall process the first installment, second installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
6. County, via the Brown County Treasurer, shall deposit collections in Municipality's specified bank account on or about 01-03-2020, 01-17-2020, 02-05-2020 and 02-12-2020. Municipality shall have full control of said bank account.
7. County, via the Brown County Treasurer, shall provide an electronic *Real Estate Tax, Special Charges & Special Assessments, and Personal Property Tax Report* to Municipality with each deposit.
8. County, via the Brown County Treasurer, shall provide a receipt to taxpayers that pay in person at the Brown County Treasurer's Office.
9. **Due to County recently acquiring new Land Records software for the Land Information Office called *GCS LandNav*, which is also utilized by the Brown County Treasurer for tax collection purposes, only the Brown County Treasurer and County Authorized Banks may receive tax payments per this Agreement, and the Brown County Treasurer will only process payments made in this manner. Payments made directly to Municipalities will not be processed by the Brown County Treasurer per this Agreement.**
10. Municipality shall settle with County for all collections received, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, on or before February 20, 2020 and Municipality shall pay all taxing districts their proportionate share of levies collected based on information provided by the Brown County Treasurer's Office.
11. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty days prior written notice. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.

Attachment: Exhibit A - 2019-2020 Municipal Tax Collection Agreement-Fillable (8118 : Reso #19-38 Tax Collection Agreement between Brown

12. **Also due to County utilizing *GCS LandNav* software**, County shall collect **BOTH** Real Property Taxes (including Special Charges and Special Assessments) **AND** Personal Property Taxes on behalf of Municipality.
13. Municipality Payment to County: **$0.00 per Property Tax Bill; and Actual Postage Costs.**

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

Name of Municipality	Brown County Name of County
Printed Name of Individual Signing on Behalf of Municipality	Troy Streckenbach Name of Individual Signing on Behalf of County
Printed Title of Individual Signing on Behalf of Municipality	Brown County Executive Title of Individual Signing on Behalf of County
X Signature of Individual Signing on Behalf of Municipality	X Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
Phone Number	(920) 448-4001 Phone Number

Attachment: Exhibit A - 2019-2020 Municipal Tax Collection Agreement-Fillable (8118 : Reso #19-38 Tax Collection Agreement between Brown

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #19-40 Authorizing Amendment 1 to the Software Services Agreement with OpenGov, Inc.**

ATTACHMENTS:

- Reso19-40 (DOCX)
- OpenGovAmendment Memo (PDF)
- OpenGov De Pere WI Amendment #1 (PDF)
- De Pere Opengov contract_ (PDF)

RESOLUTION #19-40

AUTHORIZING AMENDMENT 1 TO THE SOFTWARE
SERVICES AGREEMENT WITH OPENGOV, INC.

WHEREAS, the Common Council authorized (Resolution #18-27) a software services agreement with OpenGov, Inc in order to provide financial software, compatible with its Incode financial software, to assist with transparency and ease of access to City's financial information for both staff and citizens; and

WHEREAS, the parties wish to extend the term of such agreement and include OpenGov's financial integration service at no cost to city, through May, 2021, upon the terms and conditions set forth in Amendment 1 to the OpenGov, Inc. Software Agreement with City of De Pere, WI, attached hereto and incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to enter into Amendment No.1 to the OpenGov, Inc. Software Agreement with the City of De Pere, WI (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of DePere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes: _____
Nays: _____

Attachment: Reso19-40 (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

To: Honorable Michael J. Walsh, Mayor
Members of the City Council
From: Joe Zegers, Finance Director
RE: OpenGov, Inc Software Agreement Memo
Date: April 12, 2019

I have attached an amendment to our software agreement with OpenGov, Inc. that provides for moving the three year contract end date from March 31, 2021 to May 28, 2021 as well as free financial integration ($3,500 annual value for 2 years for a total of $7,000) from March 31, 2019 through May 28, 2021 as well. We have communicated to OpenGov that we were dissatisfied with the delays and progress of the implementation of their software which started in late May of 2018. They are offering moving the contract end forward date two months and free financial integration as a way of making amends for the delays. We met with OpenGov personnel on Tuesday April 9th to schedule the groundwork for the integration and thus were not able to put it on the Tuesday April 9th Finance Committee meeting agenda.

The financial integration piece will drive automation and create automatic updates that push the financial data into the OpenGov reports without the need to manually create them. This will benefit the City because it will increase the frequency of reports to very close to real time without any manual effort.

Pending approval of the City Attorney, I would recommend approval of the amendment. Feel free to call or email me with any questions you may have and I will be present as well for the April 16th, 2019 City Council meeting.

Amendment 1 to the OpenGov, Inc. Software Agreement with City of De Pere, WI

This Amendment 1 ("Amendment 1") dated _____ ("Amendment 1 Effective Date"), to that **OpenGov, Inc. Software Agreement** between the parties effective March 30, 2018 ("Agreement") is made by and between OpenGov, Inc. a Delaware Corporation ("OpenGov") and City of De Pere, WI ("Customer").

1. Definitions. The definitions of certain terms used in this Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

2. Contract End Date: Delete the following End Date:

"3/28/2021"

And replace it with the following End Date:

"5/28/2021"

3. Product: Delete the following fee schedule:

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/30/2018		$0.00	$2,700.00*
OpenGov Reporting & Analysis - Between $40-60 Million	3/30/2018	3/28/2021	$10,925.00	$32,775.00*

Annual Fee	$10,925.00	First Term	$13,625.00*
Billing Frequency	Annual	Total Amount	$35,475.00*

and replace it with the following table:

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/30/2018		$0.00	$2,700.00*
OpenGov Reporting & Analysis - Between $40-60 Million	3/30/2018	5/28/2021	$10,925.00	$32,775.00*
OpenGov Financial Integration	3/30/2019	5/28/2021	$0.00	$0.00

Annual Fee	$10,925.00	First Term	$13,625.00*
Billing Frequency	Annual	Total Amount	$35,475.00*

**Note: Customer has already paid OpenGov $13,625.00*

4. Legal Effect. The modifications set forth in this Amendment 1 are effective as of the date first written above. Except as expressly amended or modified by the terms of this Amendment 1, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 1 to be executed by their duly authorized representatives as of the date and year first written above.

Customer: City of De Pere, WI		**OpenGov, Inc.**	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Attachment: OpenGov De Pere WI Amendment #1 (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement

OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Number	OG-00003398
Created Date	2/6/2018
Quote Expiration	3/30/2018
Contract Dates	Effective Date: 3/30/2018 End Date: 3/28/2021

Prepared By	Mitchell Newsome
Email	mnewsome@opengov.com
Contract Term	36 Months

Customer Information

Contact Name	Steven Massey
Phone	(920) 339-4084 x 1255
Email	smassey@mail.de-pere.org

Bill To Name	City of De Pere, WI
Bill To / Ship To	335 S Broadway De Pere, Wisconsin 54115 United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/30/2018		USD 0.00	USD 2,700.00
OpenGov Reporting and Analysis - Between $40-60 Million	3/30/2018	3/28/2021	USD 10,925.00	USD 32,775.00

Annual Fee	USD 10,925.00	First Term	USD 13,625.00
Billing Frequency	Annual	Grand Total	USD 35,475.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

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

OpenGov, Inc.

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

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at [opengov/zendesk.com].

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("Software Services").

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work signed by the parties ("SOW") and attached as an exhibit to this Agreement (the "Professional Services").

(b) Unless the SOW provides otherwise, all reasonable travel expenses incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from San Francisco, California to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public or would be required to release to the public, upon request, according to applicable federal, state, or local public records laws. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services ("Fees") for the Initial Term and any Renewal Term are set forth in the applicable Order Form.

(b) Inflation Adjustment. OpenGov may increase the Fees payable for the Software Services during any Renewal Term by up to 4% each year of the Renewal Term to account for inflation, taking into consideration year-over-year increases in the Consumer Price Index - All Urban Consumers (CPI-U).

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at [finance@opengov.com.] Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards.

(b) Software Services Warranty. OpenGov further represents and warrants that the Software Services will perform in all material respects in accordance with the Documentation during the Term. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 7.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claim arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer:	_____	**OPENGOV, INC.**	
Signature:	\s2\	Signature:	\s1\
Name:	\n2\	Name:	\n1\
Title:	\t2\	Title:	\t1\
Date:	\d2\	Date:	\d1\

Attachment: De Pere Opengov contract_ (8137 : Reso #19-40 Authorizing Amendment 1 to the Software Services Agreement w/OpenGov)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.**

ATTACHMENTS:

- Standing Committee Appointments - 2019 (PDF)
- Appointment Memo- April 2019 final (PDF)

STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH
2019

BOARD OF HEALTH
Meets the third Monday of the month: March, May, September, November
Nelson
Jennings

BOARD OF PARK COMMISSIONERS
Meets third Thursday of the month
Raasch
Jennings
Kundinger

FINANCE/PERSONNEL COMMITTEE
Meets second Tuesday of the month
Kundinger
Crevier
Nelson
Jennings

LICENSE COMMITTEE
Meets before each Council meeting; first and third Tuesday of the month
Carpenter
Boyd
Hansen

BOARD OF PUBLIC WORKS
Meets the first Monday after the first Tuesday of the month
Carpenter
Boyd
Hansen
Raasch

HISTORIC PRESERVATION
Meets the third Monday of every month
Crevier

SUSTAINABILITY COMMISSION
Nelson

DESIGNATED OFFENDER ADVISORY BOARD
Meets as needed
Raasch

WEED COMMISSIONER
John Bauman

Memo City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments and Reappointments
Date: April 10, 2019

I am submitting the following name for appointment/reappointment at the April 16, 2019 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission	Appointment/Reappointment
Historic Preservation	Brian Netzel/ Re-appointment
City Plan Commission	Derek Beiderwieden/Re-appointment
City Plan Commission	Mark Higgins/Appointment
Police & Fire Commission	Jeffery Ritter/Re-appointment
Board of Health	Dr. Michael McHenry/Re-appointment
Board of Park Commissioners	Randy Soquet/Re-appointment
Board of Park Commissioners	George Brown/Re-appointment
Hotel-Motel Commission	Ted Penn/Re-appointment
Board of Review	Stacy Schlemmer/Appointment
Commission on Aging	Ken Peterson/Re-appointment
Commission on Aging	Millie Bain/Re-appointment
BID Board	Tom Gavic/Re-appointment
Designated Offender Advisory Board	Rose Smits/Appointment
De Pere Housing Authority	Tina Pickard/Re-appointment
Sustainability Commission	Eric Rakers/Appointment

Attachment: Appointment Memo- April 2019 final (8136 : Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 4-16-19 VOUCHERS (PDF)

4/10/2019 9:25 AM A / P CHECK REGISTER PAGE: 1

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19

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-14343	A1 ELEVATOR CORP	R	4/16/2019		135.00CR	088395	
	I-14344	A1 ELEVATOR CORP	R	4/16/2019		166.50CR	088395	301.50
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1903511	ACCURATE SUSPENSION WAREHOUSE	R	4/16/2019		2,396.93CR	088396	2,396.93
6426	ACL							
	I-A6616-201902-0	ACL	R	4/16/2019		56.84CR	088397	
	I-A6616-201903-0	ACL	R	4/16/2019		71.05CR	088397	127.89
7551	AD GREENROOF LLC							
	I-1161	AD GREENROOF LLC	R	4/16/2019		1,650.00CR	088398	1,650.00
7583	ADVANCE AUTO PARTS							
	I-6339-269564	ADVANCE AUTO PARTS	R	4/16/2019		6.49CR	088399	6.49
0007	AMBROSIUS SALES & SERVICE							
	I-11647	AMBROSIUS SALES & SERVICE	R	4/16/2019		152.04CR	088400	
	I-11768	AMBROSIUS SALES & SERVICE	R	4/16/2019		399.77CR	088400	
	I-11777	AMBROSIUS SALES & SERVICE	R	4/16/2019		58.31CR	088400	610.12
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-16822 2019	AMERICAN PUBLIC WORKS ASSOCIAT	R	4/16/2019		740.00CR	088401	740.00
1530	RICHARD J. ANNEN							
	I-201904099246	RICHARD J. ANNEN	R	4/16/2019		78.08CR	088402	
	I-201904099247	RICHARD J. ANNEN	R	4/16/2019		38.49CR	088402	
	I-201904099248	RICHARD J. ANNEN	R	4/16/2019		283.00CR	088402	399.57
7507	DEBORAH ARMBRUSTER							
	I-201904099249	DEBORAH ARMBRUSTER	R	4/16/2019		89.32CR	088403	
	I-201904099250	DEBORAH ARMBRUSTER	R	4/16/2019		10.49CR	088403	
	I-201904099251	DEBORAH ARMBRUSTER	R	4/16/2019		474.69CR	088403	574.50
1698	B A T I							
	I-5099	B A T I	R	4/16/2019		139.00CR	088404	139.00
0442	BADGER LABORATORIES INC							
	I-114507	BADGER LABORATORIES INC	R	4/16/2019		200.00CR	088405	200.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-114507	BADGER MAILING & SHIPPING SYST	R	4/16/2019		185.94CR	088406	185.94

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0020	BADGERLAND PRINTING INC							
	I-33112	BADGERLAND PRINTING INC	R	4/16/2019		275.22CR	088407	
	I-33113	BADGERLAND PRINTING INC	R	4/16/2019		72.00CR	088407	
	I-33118	BADGERLAND PRINTING INC	R	4/16/2019		98.00CR	088407	
	I-33141	BADGERLAND PRINTING INC	R	4/16/2019		157.00CR	088407	602.22
7734	AMANDA BARBER							
	I-201904099252	AMANDA BARBER	R	4/16/2019		120.27CR	088408	120.27
0027	BAY TOWEL INC							
	I-2805319	BAY TOWEL INC	R	4/16/2019		174.19CR	088409	
	I-2811502	BAY TOWEL INC	R	4/16/2019		110.37CR	088409	
	I-2814067	BAY TOWEL INC	R	4/16/2019		174.19CR	088409	
	I-2815850	BAY TOWEL INC	R	4/16/2019		110.37CR	088409	
	I-2820221	BAY TOWEL INC	R	4/16/2019		112.36CR	088409	
	I-2822786	BAY TOWEL INC	R	4/16/2019		93.72CR	088409	775.20
7904	BMO HARRIS BANK, NA							
	I-816857-19	BMO HARRIS BANK, NA	R	4/16/2019		50.50CR	088410	50.50
6849	ERIN BONGERS							
	I-201904099253	ERIN BONGERS	R	4/16/2019		35.67CR	088411	35.67
6751	BRIDGEPORT MFG. INC.							
	I-12477-00	BRIDGEPORT MFG. INC.	R	4/16/2019		443.78CR	088412	443.78
0038	BROADWAY AUTOMOTIVE INC							
	C-CM447478P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		60.50	088413	
	I-448453P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		98.54CR	088413	
	I-449977P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		72.46CR	088413	
	I-601761	BROADWAY AUTOMOTIVE INC	R	4/16/2019		520.18CR	088413	
	I-936454P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		120.34CR	088413	
	I-936682P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		62.39CR	088413	
	I-938351P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		16.07CR	088413	
	I-938850P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		16.07CR	088413	
	I-938940P	BROADWAY AUTOMOTIVE INC	R	4/16/2019		20.12CR	088413	
	I-941672	BROADWAY AUTOMOTIVE INC	R	4/16/2019		312.76CR	088413	1,178.43
0039	BROOKS TRACTOR INC							
	I-D68848	BROOKS TRACTOR INC	R	4/16/2019		14.19CR	088414	
	I-D68849	BROOKS TRACTOR INC	R	4/16/2019		312.72CR	088414	326.91

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2944	BROWN COUNTY JAIL							
	I-201904099254	BROWN COUNTY JAIL	R	4/16/2019		120.00CR	088415	120.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201904099255	BROWN COUNTY REGISTER OF DEEDS	R	4/16/2019		30.00CR	088416	30.00
2984	BROWN COUNTY TREASURER							
	I-2019-2 POLICE	BROWN COUNTY TREASURER	R	4/16/2019		30.00CR	088417	
	I-2019-3	BROWN COUNTY TREASURER	R	4/16/2019		30.00CR	088417	
	I-2019-4	BROWN COUNTY TREASURER	R	4/16/2019		30.00CR	088417	90.00
7827	CALEWARTS DUFFY & ERDMAN							
	I-201904099256	CALEWARTS DUFFY & ERDMAN	R	4/16/2019		2,300.45CR	088418	2,300.45
0536	CDW GOVERNMENT INC							
	I-RMF9933	CDW GOVERNMENT INC	R	4/16/2019		415.05CR	088419	415.05
6575	CEDAR CORP							
	I-99001	CEDAR CORP	R	4/16/2019		4,760.00CR	088420	4,760.00
2708	CLEANING SOLUTION SERVICES INC							
	I-18892	CLEANING SOLUTION SERVICES INC	R	4/16/2019		1,354.06CR	088421	
	I-18893	CLEANING SOLUTION SERVICES INC	R	4/16/2019		1,657.49CR	088421	
	I-18895	CLEANING SOLUTION SERVICES INC	R	4/16/2019		1,349.21CR	088421	
	I-18930	CLEANING SOLUTION SERVICES INC	R	4/16/2019		192.79CR	088421	4,553.55
1183	DE CLEENE TRUCK REPAIR & REFRIG INC							
	I-INVO48284	DE CLEENE TRUCK REPAIR & REFRI	R	4/16/2019		128.40CR	088422	128.40
2077	DE PERE EXHAUST							
	I-53226	DE PERE EXHAUST	R	4/16/2019		71.40CR	088423	71.40
0075	DIGGERS HOTLINE INC							
	I-190 2 36401	DIGGERS HOTLINE INC	R	4/16/2019		309.06CR	088424	309.06
1	DOXTATOR-ALFARO, MARIA							
	I-201904099257	MAILBOX	R	4/16/2019		62.02CR	088425	62.02
0086	ERC INC							
	I-ERC-0119-0333	ERC INC	R	4/16/2019		426.00CR	088426	426.00
0091	FASTENAL COMPANY							
	I-WIGRE377182	FASTENAL COMPANY	R	4/16/2019		10.05CR	088427	
	I-WIGRE377235	FASTENAL COMPANY	R	4/16/2019		12.13CR	088427	22.18

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2627	FESTIVAL FOODS INC							
	I-201904099258	FESTIVAL FOODS INC	R	4/16/2019		23.39CR	088428	23.39
0200	FIRST SUPPLY LLC							
	I-11601592-00	FIRST SUPPLY LLC	R	4/16/2019		149.66CR	088429	
	I-11611486-00	FIRST SUPPLY LLC	R	4/16/2019		16.69CR	088429	166.35
1068	FOX VALLEY TRUCK & BODY INC							
	I-51775	FOX VALLEY TRUCK & BODY INC	R	4/16/2019		474.37CR	088430	
	I-51832	FOX VALLEY TRUCK & BODY INC	R	4/16/2019		1,442.60CR	088430	1,916.97
7767	FREEDOM OVERHEAD DOORS							
	I-34331	FREEDOM OVERHEAD DOORS	R	4/16/2019		150.50CR	088431	
	I-34622	FREEDOM OVERHEAD DOORS	R	4/16/2019		80.00CR	088431	230.50
7079	G & O THERMAL SUPPLY COMPANY							
	I-102679	G & O THERMAL SUPPLY COMPANY	R	4/16/2019		773.24CR	088432	773.24
0562	GALLS LLC							
	I-12190602	GALLS LLC	R	4/16/2019		100.00CR	088433	100.00
2544	GLOBAL RECOGNITION INC							
	I-185601	GLOBAL RECOGNITION INC	R	4/16/2019		128.60CR	088434	128.60
5830	GRAEF INC							
	I-102782	GRAEF INC	R	4/16/2019		36,670.00CR	088435	
	I-102783	GRAEF INC	R	4/16/2019		11,589.50CR	088435	
	I-102798	GRAEF INC	R	4/16/2019		16,632.50CR	088435	64,892.00
0116	GRAINGER INC							
	I-9118434043	GRAINGER INC	R	4/16/2019		158.13CR	088436	158.13
0666	GRAY'S INC							
	I-35426	GRAY'S INC	R	4/16/2019		1,174.00CR	088437	1,174.00
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-9309151083	GRAYBAR ELECTRIC COMPANY INC	R	4/16/2019		9.83CR	088438	9.83
0351	HACH COMPANY							
	I-11393442	HACH COMPANY	R	4/16/2019		440.00CR	088439	440.00
4902	HALRON LUBRICANTS INC							
	I-1059472-00	HALRON LUBRICANTS INC	R	4/16/2019		207.55CR	088440	207.55

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

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VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5535	HOLUBAR CONST CO INC							
	I-4445	HOLUBAR CONST CO INC	R	4/16/2019		2,260.00CR	088441	2,260.00
5484	HYDROCORP INC							
	I-51682-IN	HYDROCORP INC	R	4/16/2019		2,876.00CR	088442	
	I-51872-IN	HYDROCORP INC	R	4/16/2019		2,309.00CR	088442	5,185.00
1399	INDOFF INC							
	C-3224392	INDOFF INC	R	4/16/2019		19.33	088443	
	I-3227408	INDOFF INC	R	4/16/2019		59.40CR	088443	
	I-3227948	INDOFF INC	R	4/16/2019		141.66CR	088443	181.73
0567	INDUSTRIAL MARKETING CORP							
	I-42664	INDUSTRIAL MARKETING CORP	R	4/16/2019		10.96CR	088444	
	I-42665	INDUSTRIAL MARKETING CORP	R	4/16/2019		1,999.37CR	088444	2,010.33
0141	JEFFERSON FIRE & SAFETY INC							
	I-IN104174	JEFFERSON FIRE & SAFETY INC	R	4/16/2019		1,950.00CR	088445	1,950.00
2602	JOSSART BROTHERS INC							
	I-957	JOSSART BROTHERS INC	R	4/16/2019		851.00CR	088446	851.00
1276	JX ENTERPRISES INC							
	I-1470960P	JX ENTERPRISES INC	R	4/16/2019		20.75CR	088447	
	I-1474742P	JX ENTERPRISES INC	R	4/16/2019		8.34CR	088447	
	I-1475378P	JX ENTERPRISES INC	R	4/16/2019		24.60CR	088447	
	I-1475391P	JX ENTERPRISES INC	R	4/16/2019		140.97CR	088447	194.66
3986	KIMPS ACE HARDWARE CORP							
	I-360646	KIMPS ACE HARDWARE CORP	R	4/16/2019		18.98CR	088448	18.98
1	KOCKEN, DONALD & MARIE							
	I-201904099260	MAILBOX	R	4/16/2019		75.00CR	088449	75.00
1605	KRUEGER INTERNATIONAL INC							
	I-14023501	KRUEGER INTERNATIONAL INC	R	4/16/2019		7,780.50CR	088450	7,780.50
3140	KUNDINGER FLUID POWER INC							
	I-50534595	KUNDINGER FLUID POWER INC	R	4/16/2019		426.84CR	088451	
	I-50534596	KUNDINGER FLUID POWER INC	R	4/16/2019		563.70CR	088451	
	I-50534832	KUNDINGER FLUID POWER INC	R	4/16/2019		30.32CR	088451	1,020.86

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0153	LAFORCE INC							
	I-1091720	LAFORCE INC	R	4/16/2019		94.24CR	088452	94.24
0154	LAMERS BUS LINES INC							
	I-201904099261	LAMERS BUS LINES INC	R	4/16/2019		247.00CR	088453	247.00
6249	LANAIR PRODUCTS LLC							
	I-407447-IN	LANAIR PRODUCTS LLC	R	4/16/2019		164.36CR	088454	164.36
7082	LEE RECREATION LLC							
	I-11943-19R	LEE RECREATION LLC	R	4/16/2019		50,900.00CR	088455	50,900.00
5786	LEE, CINDY							
	I-201904099262	LEE, CINDY	R	4/16/2019		19.72CR	088456	19.72
3734	LEXISNEXIS RISK SOLUTIONSINC							
	I-1037057-20190331	LEXISNEXIS RISK SOLUTIONSINC	R	4/16/2019		3,493.02CR	088457	3,493.02
7444	SARA LORNSON							
	I-201904099263	SARA LORNSON	R	4/16/2019		273.46CR	088458	
	I-201904099264	SARA LORNSON	R	4/16/2019		51.99CR	088458	
	I-201904099265	SARA LORNSON	R	4/16/2019		215.18CR	088458	540.63
7423	LOW VOLTAGE SOLUTIONS LLC							
	I-1253	LOW VOLTAGE SOLUTIONS LLC	R	4/16/2019		170.00CR	088459	170.00
7190	STEVE MASSEY							
	I-201904099266	STEVE MASSEY	R	4/16/2019		28.88CR	088460	28.88
3216	ALAN MATZKE							
	I-201904099267	ALAN MATZKE	R	4/16/2019		95.01CR	088461	
	I-201904109272	ALAN MATZKE	R	4/16/2019		1,374.98CR	088461	1,469.99
0173	MENARDS INC							
	I-45329	MENARDS INC	R	4/16/2019		143.39CR	088462	
	I-45335	MENARDS INC	R	4/16/2019		45.43CR	088462	
	I-45431	MENARDS INC	R	4/16/2019		166.98CR	088462	
	I-45465	MENARDS INC	R	4/16/2019		15.99CR	088462	
	I-45531	MENARDS INC	R	4/16/2019		8.98CR	088462	
	I-45545	MENARDS INC	R	4/16/2019		84.01CR	088462	
	I-45549	MENARDS INC	R	4/16/2019		21.91CR	088462	
	I-45551	MENARDS INC	R	4/16/2019		72.69CR	088462	
	I-45640	MENARDS INC	R	4/16/2019		30.95CR	088462	
	I-45645	MENARDS INC	R	4/16/2019		13.94CR	088462	
	I-45970	MENARDS INC	R	4/16/2019		25.68CR	088462	629.95

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1630	BRIAN MITCHELL							
	I-2395	BRIAN MITCHELL	R	4/16/2019		79.60CR	088463	79.60
1114	MOTION INDUSTRIES INC							
	I-WI07-423430	MOTION INDUSTRIES INC	R	4/16/2019		154.96CR	088464	154.96
4961	MUNTZ AUDIO-VIDEO							
	I-137515	MUNTZ AUDIO-VIDEO	R	4/16/2019		2,520.00CR	088465	2,520.00
3191	NCI							
	I-AT12300	NCI	R	4/16/2019		74.85CR	088466	74.85
7129	NELSON TACTICAL							
	I-4461	NELSON TACTICAL	R	4/16/2019		30.00CR	088467	
	I-4463	NELSON TACTICAL	R	4/16/2019		93.00CR	088467	
	I-4465	NELSON TACTICAL	R	4/16/2019		30.00CR	088467	
	I-4467	NELSON TACTICAL	R	4/16/2019		86.00CR	088467	239.00
0531	NORTHEAST AUTO PARTS INC							
	C-338225	NORTHEAST AUTO PARTS INC	R	4/16/2019		100.01	088468	
	I-338087	NORTHEAST AUTO PARTS INC	R	4/16/2019		91.25CR	088468	
	I-338117	NORTHEAST AUTO PARTS INC	R	4/16/2019		18.99CR	088468	
	I-338119	NORTHEAST AUTO PARTS INC	R	4/16/2019		154.61CR	088468	
	I-338158	NORTHEAST AUTO PARTS INC	R	4/16/2019		353.08CR	088468	
	I-338161	NORTHEAST AUTO PARTS INC	R	4/16/2019		40.08CR	088468	
	I-338181	NORTHEAST AUTO PARTS INC	R	4/16/2019		43.74CR	088468	
	I-338215	NORTHEAST AUTO PARTS INC	R	4/16/2019		37.18CR	088468	
	I-338308	NORTHEAST AUTO PARTS INC	R	4/16/2019		12.92CR	088468	
	I-338322	NORTHEAST AUTO PARTS INC	R	4/16/2019		33.30CR	088468	
	I-338397	NORTHEAST AUTO PARTS INC	R	4/16/2019		23.92CR	088468	
	I-338434	NORTHEAST AUTO PARTS INC	R	4/16/2019		20.90CR	088468	
	I-338469	NORTHEAST AUTO PARTS INC	R	4/16/2019		15.98CR	088468	
	I-338478	NORTHEAST AUTO PARTS INC	R	4/16/2019		53.89CR	088468	
	I-338486	NORTHEAST AUTO PARTS INC	R	4/16/2019		26.67CR	088468	
	I-338516	NORTHEAST AUTO PARTS INC	R	4/16/2019		126.76CR	088468	
	I-338537	NORTHEAST AUTO PARTS INC	R	4/16/2019		12.80CR	088468	
	I-338539	NORTHEAST AUTO PARTS INC	R	4/16/2019		3.99CR	088468	970.05
VOID	VOID CHECK		V	4/16/2019			088469	**VOID**
0187	NSIGHT TELSERVICES							
	I-201904099268	NSIGHT TELSERVICES	R	4/16/2019		64.40CR	088470	64.40

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0194	OLSON TRAILER & BODY LLC							
	I-101945C	OLSON TRAILER & BODY LLC	R	4/16/2019		3,910.00CR	088471	3,910.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-176533	OSHKOSH FIRE & POLICE EQUIPMEN	R	4/16/2019		4,553.50CR	088472	4,553.50
0499	PACK AND SHIP LLC							
	I-201904099269	PACK AND SHIP LLC	R	4/16/2019		32.22CR	088473	32.22
0197	PACKER CITY INTERNATIONAL INC							
	I-X101103513:01	PACKER CITY INTERNATIONAL INC	R	4/16/2019		158.43CR	088474	
	I-X101103513:02	PACKER CITY INTERNATIONAL INC	R	4/16/2019		42.25CR	088474	
	I-X101103548:01	PACKER CITY INTERNATIONAL INC	R	4/16/2019		7.78CR	088474	208.46
1331	PACKER FASTENER & SUPPLY INC							
	I-433739	PACKER FASTENER & SUPPLY INC	R	4/16/2019		100.60CR	088475	100.60
6791	PACKERLAND ELECTRIC LLC							
	I-2805	PACKERLAND ELECTRIC LLC	R	4/16/2019		1,506.10CR	088476	1,506.10
3202	PHYSIO-CONTROL INC							
	I-119023428	PHYSIO-CONTROL INC	R	4/16/2019		994.50CR	088477	994.50
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-81371	PM SUPPLY - WRIGHT INDUSTRIAL	R	4/16/2019		66.30CR	088478	66.30
0208	POMP'S TIRE SERVICE INC							
	C-90054833	POMP'S TIRE SERVICE INC	R	4/16/2019		85.00	088479	
	C-90054835	POMP'S TIRE SERVICE INC	R	4/16/2019		467.44	088479	
	I-1010063083	POMP'S TIRE SERVICE INC	R	4/16/2019		355.56CR	088479	
	I-90048337	POMP'S TIRE SERVICE INC	R	4/16/2019		408.10CR	088479	
	I-90049888	POMP'S TIRE SERVICE INC	R	4/16/2019		576.20CR	088479	
	I-90050099	POMP'S TIRE SERVICE INC	R	4/16/2019		323.10CR	088479	
	I-90050294	POMP'S TIRE SERVICE INC	R	4/16/2019		123.35CR	088479	
	I-90051948	POMP'S TIRE SERVICE INC	R	4/16/2019		85.00CR	088479	
	I-90053305	POMP'S TIRE SERVICE INC	R	4/16/2019		467.44CR	088479	
	I-90054834	POMP'S TIRE SERVICE INC	R	4/16/2019		85.00CR	088479	
	I-90054836	POMP'S TIRE SERVICE INC	R	4/16/2019		467.44CR	088479	
	I-90054840	POMP'S TIRE SERVICE INC	R	4/16/2019		85.00CR	088479	2,423.75
1246	PREVEA HEALTH							
	I-121465	PREVEA HEALTH	R	4/16/2019		462.60CR	088480	462.60

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-624485	PROFESSIONAL SERVICE INDUSTRIE	R	4/16/2019		2,175.00CR	088481	2,175.00
1434	PAULA RAHN							
	I-201904099270	PAULA RAHN	R	4/16/2019		95.70CR	088482	95.70
0227	REINDERS INC							
	I-1773655-00	REINDERS INC	R	4/16/2019		706.74CR	088483	
	I-1773811-00	REINDERS INC	R	4/16/2019		38.95CR	088483	
	I-1773921-00	REINDERS INC	R	4/16/2019		429.80CR	088483	
	I-1774349-00	REINDERS INC	R	4/16/2019		101.35CR	088483	
	I-1774547-00	REINDERS INC	R	4/16/2019		195.99CR	088483	
	I-1775271-00	REINDERS INC	R	4/16/2019		188.39CR	088483	
	I-1775772-00	REINDERS INC	R	4/16/2019		110.97CR	088483	
	I-1775903-00	REINDERS INC	R	4/16/2019		402.39CR	088483	2,174.58
5393	RICOH USA INC.							
	I-5056297329	RICOH USA INC.	R	4/16/2019		293.42CR	088484	
	I-9027175550	RICOH USA INC.	R	4/16/2019		1,230.74CR	088484	1,524.16
0158	ROBERT E LEE & ASSOCIATES INC							
	I-10404440	ROBERT E LEE & ASSOCIATES INC	R	4/16/2019		535.50CR	088485	
	I-75225	ROBERT E LEE & ASSOCIATES INC	R	4/16/2019		2,360.75CR	088485	
	I-75355	ROBERT E LEE & ASSOCIATES INC	R	4/16/2019		2,024.18CR	088485	4,920.43
0681	ROGAN'S SHOES							
	I-248224	ROGAN'S SHOES	R	4/16/2019		102.00CR	088486	102.00
3960	ROTO-ROOTER							
	I-17307	ROTO-ROOTER	R	4/16/2019		435.00CR	088487	
	I-17317	ROTO-ROOTER	R	4/16/2019		450.00CR	088487	885.00
3234	SHERWIN WILLIAMS							
	I-227-3	SHERWIN WILLIAMS	R	4/16/2019		97.98CR	088488	
	I-8214-0	SHERWIN WILLIAMS	R	4/16/2019		370.00CR	088488	467.98
2791	SIRCHIE FINGER PRINT LABS LLC							
	I-392424-IN	SIRCHIE FINGER PRINT LABS LLC	R	4/16/2019		79.35CR	088489	79.35
7645	SPARC INC							
	I-CDP.102.4	SPARC INC	R	4/16/2019		600.00CR	088490	600.00

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0999	STAPLES ADVANTAGE							
	I-3407245418	STAPLES ADVANTAGE	R	4/16/2019		30.94CR	088491	
	I-3407388174	STAPLES ADVANTAGE	R	4/16/2019		29.15CR	088491	
	I-3408270752	STAPLES ADVANTAGE	R	4/16/2019		11.49CR	088491	71.58
0257	STREICHER'S INC							
	I-I1357492	STREICHER'S INC	R	4/16/2019		24.99CR	088492	
	I-I1359254	STREICHER'S INC	R	4/16/2019		38.54CR	088492	63.53
7888	TITLETOWN DRONES LLC							
	I-19-126	TITLETOWN DRONES LLC	R	4/16/2019		3,417.00CR	088493	3,417.00
6782	TRUCK COUNTRY OF WISC							
	I-X202534038:01	TRUCK COUNTRY OF WISC	R	4/16/2019		290.66CR	088494	290.66
0417	TWEET GAROT MECHANICAL INC							
	I-72631	TWEET GAROT MECHANICAL INC	R	4/16/2019		127.00CR	088495	127.00
5663	TYLER TECHNOLOGIES INC							
	I-045-257484	TYLER TECHNOLOGIES INC	R	4/16/2019		150.00CR	088496	150.00
0272	UNIFORM SHOPPE INC							
	C-286425	UNIFORM SHOPPE INC	R	4/16/2019		115.00	088497	
	I-285238	UNIFORM SHOPPE INC	R	4/16/2019		20.90CR	088497	
	I-285711	UNIFORM SHOPPE INC	R	4/16/2019		39.95CR	088497	
	I-286264	UNIFORM SHOPPE INC	R	4/16/2019		66.95CR	088497	
	I-286382	UNIFORM SHOPPE INC	R	4/16/2019		237.70CR	088497	
	I-286522	UNIFORM SHOPPE INC	R	4/16/2019		4.95CR	088497	255.45
3707	VIKING ELECTRIC SUPPLY							
	I-S002421783.001	VIKING ELECTRIC SUPPLY	R	4/16/2019		18.30CR	088498	18.30
2645	WI DEPT OF JUSTICE							
	I-201904099271	WI DEPT OF JUSTICE	R	4/16/2019		406.00CR	088499	406.00
0300	ZARNOTH BRUSH WORKS INC							
	I-174200-IN	ZARNOTH BRUSH WORKS INC	R	4/16/2019		612.20CR	088500	612.20

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	105	0.00	210,456.25	210,456.25
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	106	0.00	210,456.25	210,456.25

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

PACKET: 06076 APR 2019 COUNCIL - 2 4-16-19
VENDOR SET: 01 **** CHECK LISTING ****
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	4/2019	101,933.69CR
201	4/2019	2,972.08CR
208	4/2019	15.45CR
260	4/2019	16,632.50CR
290	4/2019	558.25CR
291	4/2019	1,130.00CR
292	4/2019	2,892.75CR
405	4/2019	2,676.19CR
415	4/2019	62,489.50CR
601	4/2019	9,203.48CR
650	4/2019	9,952.36CR
ALL		210,456.25CR

Attachment: 4-16-19 VOUCHERS (8139 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Carey Danen**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 4-16-19 (PDF)

CITY OF DE PERE
License Committee - April 16, 2019

Previously Tabled Operator License Applications	
1	BARR, RYAN R.

Temporary Operator License Applications	
1	DAVIS, LEE C.
2	GIBSON, DAVID E.
3	OLSEN, BRIAN W.
4	OLSEN, DEBRA G.
5	PASTERSKI, DEBRA A.
6	TEASE, ROBERT J.

New Operator License Applications	
1	ARMSTRONG, WADE E.
2	CASTELIC, CRISTY A.
3	CHRISTOFFERSON, LESLIE L.
4	CRUEGER, ZACHARY A.
5	GIBSON, EMILY R.
6	HANSEN II, GARY S.
7	JESKE, TYLER A.
8	KOEHNKE, ALISSA K.
9	MILKIE, DEAN F.
10	SIMKOWSKI, LOGAN J.
11	YELLS, JANE A.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Resolution #19-39 Authorizing Personal Property Tax Refunds (Festival Foods-1001 Main Avenue and 1724 Lawrence Drive).**

The Committee took no action on these claims.

ATTACHMENTS:

- Resol 19-39 (DOCX)
- Festival Foods notice of claim_1001 Main Av (PDF)
- Festival Foods notice of claim_1702 Lawrence Dr (PDF)

RESOLUTION #19-39

NOTE: This Resolution will only be taken up by the Council if the claimed tax refunds are acted on and approved by the Council

AUTHORIZING PERSONAL PROPERTY TAX REFUNDS
(Festival Foods – 1001 Main Ave. and 1724 Lawrence Drive)

WHEREAS, Skogen's Foodliner, Inc., d/b/a Festival Foods ("Claimant"), submitted two claims on January 31, 2019 (dated January 28, 2019) for property tax refunds for 2018 taxes paid on personal property located at 1001 Main Avenue and 1724 Lawrence Drive, De Pere, WI, claiming said taxes paid to be unlawful under §74.35 Wis. Stats. Copies of said claims are attached hereto and incorporated by reference as Exhibits A and B respectively; and

WHEREAS, a review of such claims has determined that the Claimant was erroneously assessed for personal property that was exempt under state law, which constitutes palpable error under §74.33 Wis. Stats.; and

WHEREAS, the Common Council, acknowledging said palpable error, wishes to take action to allow such claims, together with interest at the rate of .8% per month pursuant to Wis. Stats. §74.35(4), from the date of filing the claims (January 31, 2019) to the date payment is made.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THAT:

1. The claim of Festival Foods for personal property tax refund in the amount of $35,681.52 for personal property taxes paid on exempt personal property at 1001 Main Ave. in 2018 is hereby allowed, including interest on the claim as provided under Wis. Stats. §74.35(4).

2. The claim of Festival Foods for personal property tax refund in the amount of $7,203.58 for personal property taxes paid on exempt personal property at 1724 Lawrence Drive in 2018 is hereby allowed, including interest on the claim as provided under Wis. Stats. §74.35(4).

Attachment: Resol 19-39 (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival Foods.)

3. The Deputy City Clerk is authorized and directed to comply with §74.41 Wis. Stats. to charge other appropriate taxing jurisdictions in Brown County for their fair share of the 2018 refund.

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2019.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

Committee Approval: F/P took no action on the claims

Attachment: Resol 19-39 (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival Foods.)

festival foods
ONALASKA SUPPORT OFFICE
3800 Emerald Drive East -- Onalaska, WI 54650 -- 608-783-55(

January 28, 2019

RECEIVED
JAN 31 2019
DE PERE
CITY CLERK

Shana Ledvina
City Clerk – City De Pere
335 S Broadway
De Pere, WI 54115

Re: Festival Foods
Account #15389
Personal property taxes

Dear Ms. Ledvina:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the personal property taxes assessed to Festival Foods for the 2018 tax year related to assets specifically exempt as machinery under 70.111(27)(a).

On January 3, the Wisconsin Attorney General provided clarification that the machinery exemption applied regardless of the 2017 reporting schedule. This exemption has been allowed for us in 22 of the 35 jurisdictions we have locations, and for other Wisconsin grocers in other jurisdictions. However, the assessor for your jurisdiction has not accepted the 2018 return as filed claiming various assets as machinery and not reportable on Schedule D. These assets meet the definition associated with Schedule C assets for the 2017 tax year. Therefore, when the law was changed to create an exemption for machinery, these assets became exempt.

Festival Foods has previously paid the assessed tax for $41,211.60 due on January 31, 2019, by check number 425087. A copy of the tax bill has been included. Therefore, the claim for refund is in the amount of $39,689.49, plus any applicable interest under 74.35(4).

Please contact me directly if you have any questions at (608) 779-2720.

Sincerely,

Sandy Kjome

Sandy Kjome
Controller
Skogen's Festival Foods

Enclosures

Attachment: Festival Foods notice of claim_1001 Main Av (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival Foods.)

paid 1/24/19 # 425087
$ 41,211.60

D5-DEP

PAUL D. ZELLER
BROWN COUNTY
TREASURER

ACCOUNT# **15389** CD
Bill# 532086

PAYMENT IN FULL
41,211.60
Pay by Jan. 31, 2019

OWNER: FESTIVAL FOODS SUPPORT CESANDY KJOME
PROPERTY LOCATION: 1001 MAIN AV

FESTIVAL FOODS SUPPORT
CESANDY KJOME
3800 EMERALD DR EAST
ONALASKA WI 54650

Make check payable and mail to:
BROWN COUNTY TREASURER
305 E WALNUT ST
P O BOX 23600
GREEN BAY WI 54305-3600

Full Payment must be paid by due date to avoid interest and penalty charges

Tear off this stub and include with your payment.

For online & credit card payments visit: www.co.brown.wi.us

All payments made after January 31st **must be sent to the LOCAL Municipal Treasurer,** not Brown County.
Personal property payments CANNOT be made at Bank Locations

For online payments visit: ***www.co.brown.wi.us*** and click **Pay Property Taxes Online** or Toll Free at **1-877-765-4110**
Point & Pay charges a fee of 2.39% for credit cards. E-check payments are charged $.50 per transaction.

FOR INFORMATIONAL PURPOSES ONLY - Voter-Approved Temporary Tax Increases

Taxing Jursdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends

PLEASE KEEP FOR YOUR RECORDS

PAUL D. ZELLER
BROWN COUNTY TREASURER
P O BOX 23600
GREEN BAY WI 54305-3600

STATEMENT OF PERSONAL PROPERTY TAXES FOR **2018**
BUSINESS: FESTIVAL FOODS SUPPORT CENTER
PROPERTY LOCATION: 1001 MAIN AV
OWNER: FESTIVAL FOODS SUPPORT CESANDY KJOME
STATE OF WISCONSIN

ACCOUNT#: **15389**
CORRESPONDENCE SHOULD REFER TO THE ABOVE ACCOUNT #

TOTAL Assessed Value Personal Property	Ave. Assmt. Ratio	Total Estimated Fair Market Value Personal Property
2,006,900	.9819	2,043,900

TAXING JURISDICTION	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 NET TAX	2018 NET TAX	% TAX CHANGE
STATE OF WISCONSIN				.00	
BROWN COUNTY	784,996	766,895	9,726.40	9,257.60	4.8-
CITY OF DEPERE	2,721,033	2,730,230	13,396.10	14,196.40	6.0+
WEST DEPERE SCH	11,140,652	11,578,004	16,965.90	16,072.30	5.3-
NORTHEAST WI VTAE	2,075,576	2,085,616	1,753.90	1,685.30	3.9-
TOTAL:	16,722,257	17,160,745	41,842.30	41,211.60	1.5-
	Lottery & Gaming Credit		.00	.00	
	NET PROPERTY TAX		41,842.30	41,211.60	1.5-

NET PROPERTY TAX 41,211.60

Total Specials: .00

TOTAL DUE 41,211.60
FULL PAYMENT PAY THIS AMOUNT
Pay by Jan. 31, 2019

SCHOOL TAXES REDUCED BY SCHOOL LEVY TAX CREDIT 3,627.80

NET ASSESSED VALUE RATE 20.5349
(Does NOT reflect lottery & gaming credit).

15389 CD Bill # 532086
FESTIVAL FOODS SUPPORT
CESANDY KJOME
3800 EMERALD DR EAST
ONALASKA WI 54650

Attachment: Festival Foods notice of claim_1001 Main Av (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival Foods.)

festival foods
ONALASKA SUPPORT OFFICE
3800 Emerald Drive East - - Onalaska, WI 54650 - - 608-783-55

RECEIVED
JAN 31 2019
DE PERE
CITY CLERK

January 28, 2019

Shana Ledvina
City Clerk – City De Pere
335 S Broadway
De Pere, WI 54115

Re: Festival Foods Support Office
Account #23163
Personal property taxes

Dear Ms. Ledvina:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the personal property taxes assessed to Festival Foods for the 2018 tax year related to assets specifically exempt as machinery under 70.111(27)(a).

On January 3, the Wisconsin Attorney General provided clarification that the machinery exemption applied regardless of the 2017 reporting schedule. This exemption has been allowed for us in 22 of the 35 jurisdictions we have locations, and for other Wisconsin grocers in other jurisdictions. However, the assessor for your jurisdiction has not accepted the 2018 return as filed claiming various assets as machinery and not reportable on Schedule D. These assets meet the definition associated with Schedule C assets for the 2017 tax year. Therefore, when the law was changed to create an exemption for machinery, these assets became exempt.

Festival Foods has previously paid the assessed tax for $34,960.60 due on January 31, 2019, by check number 425097. A copy of the tax bill has been included. Therefore, the claim for refund is in the amount of $21,912.30, plus any applicable interest under 74.35(4).

Please contact me directly if you have any questions at (608) 779-2720.

Sincerely,

Sandy Kjome

Sandy Kjome
Controller
Skogen's Festival Foods

Enclosures

Attachment: Festival Foods notice of claim_1702 Lawrence Dr (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival

paid 1/24/19 # 425097
$ 34,960.60

04 - GBSO

PAUL D. ZELLER
BROWN COUNTY
TREASURER

ACCOUNT# **23163** CD
Bill# 532085

PAYMENT IN FULL
34,960.60
Pay by Jan. 31, 2019

OWNER: FESTIFAL FOODS SUPPORT SANDY KJOME
PROPERTY LOCATION: 1702 LAWRENCE DR

FESTIFAL FOODS SUPPORT
SANDY KJOME
3800 EMERALD DR EAST
ONALASKA WI 54650

Make check payable and mail to:
BROWN COUNTY TREASURER
305 E WALNUT ST
P O BOX 23600
GREEN BAY WI 54305-3600

Full Payment must be paid by due date to avoid interest and penalty charges

Tear off this stub and include with your payment.

For online & credit card payments visit: www.co.brown.wi.us

All payments made after January 31st **must be sent to the LOCAL Municipal Treasurer**, not Brown County.
Personal property payments CANNOT be made at Bank Locations

For online payments visit: ***www.co.brown.wi.us*** and click **Pay Property Taxes Online** or Toll Free at **1-877-765-4110**
Point & Pay charges a fee of 2.39% for credit cards. E-check payments are charged $.50 per transaction.

FOR INFORMATIONAL PURPOSES ONLY - Voter-Approved Temporary Tax Increases

Taxing Jursdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends

PLEASE KEEP FOR YOUR RECORDS

PAUL D. ZELLER
BROWN COUNTY TREASURER
P O BOX 23600
GREEN BAY WI 54305-3600

STATEMENT OF PERSONAL PROPERTY TAXES FOR **2018**
BUSINESS: FESIVAL FOODS SUPPORT CENTER
PROPERTY LOCATION: 1702 LAWRENCE DR
OWNER: FESTIFAL FOODS SUPPORT SANDY KJOME
STATE OF WISCONSIN

ACCOUNT#: **23163**
CORRESPONDENCE SHOULD REFER TO THE ABOVE ACCOUNT #

TOTAL Assessed Value Personal Property	Ave. Assmt. Ratio	Total Estimated Fair Market Value Personal Property
1,702,500	.9819	1,733,900

TAXING JURISDICTION	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 NET TAX	2018 NET TAX	% TAX CHANGE
STATE OF WISCONSIN				.00	
BROWN COUNTY	784,996	766,895	8,261.40	7,853.40	4.9-
CITY OF DEPERE	2,721,033	2,730,230	11,378.40	12,043.10	5.8+
WEST DEPERE SCH	11,140,652	11,578,004	14,410.50	13,634.50	5.4-
NORTHEAST WI VTAE	2,075,576	2,085,616	1,489.70	1,429.60	4.0-
TOTAL:	16,722,257	17,160,745	35,540.00	34,960.60	1.6-
	Lottery & Gaming Credit		.00	.00	
	NET PROPERTY TAX		35,540.00	34,960.60	1.6-

NET PROPERTY TAX 34,960.60

Total Specials: .00

TOTAL DUE 34,960.60
FULL PAYMENT PAY THIS AMOUNT
Pay by Jan. 31, 2019

SCHOOL TAXES REDUCED BY SCHOOL LEVY TAX CREDIT 3,077.50

NET ASSESSED VALUE RATE 20.5349
(Does NOT reflect lottery & gaming credit)

23163 CD Bill # 532085
FESTIFAL FOODS SUPPORT
SANDY KJOME
3800 EMERALD DR EAST
ONALASKA WI 54650

Attachment: Festival Foods notice of claim_1702 Lawrence Dr (8116 : Reso #19-39 Authorizing Property Tax Refund Submitted by Festival

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 16, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Review of and Possible Action on Order Granting Plaintiff's Motion for Summary Judgment in Hope Lutheran Church et.al. v. City of De Pere**

On March 15, 2019, Judge Atkinson filed his Order Granting Plaintiff's Motion for Summary Judgment; Denying Defendant's Motion to Dismiss in the Hope Lutheran Church litigation. The Plaintiffs did not file a Notice of Entry of Judgment, therefore the deadline for an appeal to be made is June 13, 2019.

This item is scheduled for a closed session discussion.