



# Common Council

## Regular Meeting

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

### Agenda

**Tuesday, March 21, 2017**

**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 **March 21, 2017** 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](http://www.depere.tv). This meeting is also rebroadcast on TV throughout the week and available on demand at [www.depere.tv](http://www.depere.tv).*

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 7, 2017 Common Council meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on Consideration of Class B Combination License issued to Studio 1Thirty2 LLC (DBA 1Thirty2), 132 S. Broadway St.
6. Approve recommendation from Board of Park Commissioners to place Aquatic Center at VFW Park.
7. Recommendation to Provide Hourly Stipend for Water Service Worker.
8. Recommendation of the Board of Public Works to Award Project 17-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. in the Amount of \$2,011,042.38.
9. Recommendation of the Board of Public Works to Award Project 17-02 Huron Street Reconstruction & Utility Relay to Kruczek Construction, Inc. in the Amount of \$1,082,182.82
10. Recommendation of the Board of Public Works to Award Project 17-03 Sewer Lining-CIPP to Insituform Technologies USA, Inc. in the Amount of \$266,742.80.
11. Recommendation of the Board of Public Works to Award Project 17-15 Sewer Cleaning and Televising to Speedy Clean Drain and Sewer in the Amount of \$40,800.00.
12. Resolution #17-18, Authorizing Addendum to Service Agreement for Professional Services Between the City of De Pere and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (Emergency Medical Service Third Party Collection Services)
13. Resolution #17-19, Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. d/b/a Davies Water/Ferguson Waterworks (2017 Leak Detection Survey)
14. Resolution #17-20, Authorizing Agreement for Consulting Services Between the City of De Pere and Professional Service Industries, Inc. (2017 Materials Testing and Soil Boring)

15. Resolution #17-21, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR)
16. Resolution #17-22, Urging the State Legislature to Enact 2017 Assembly Bill 70 and Authorize Municipalities to Publish Official Proceedings by Posting in a Public Place and Electronically Posting on Municipalities' Internet Site
17. New Leaf Cooperative Market project update and request to purchase a portion of Parcel ED-881.

PLEASE TAKE NOTICE, in order to discuss possible terms and conditions of any potential sale agreement regarding this matter, pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

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.

18. Voucher Approval.
19. Operator License Applications.
20. Future Agenda Items
21. Adjournment.

Lawrence M. Delo  
City Administrator

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

Agenda Sent To:

Alderspersons  
Mayor  
City Administrator  
Department Heads  
TV, Newspaper & Radio Stations  
Kress Family Library  
De Pere Chamber of Commerce  
Jossart Brothers, Inc.  
Kruczek Construction, Inc.  
Insituform Technologies USA, LLC  
Speedy Clean, Inc.  
Lynn Walter, New Leaf Market Co-op  
Thomas Wedige, Voyageur Financial Group  
Claude Robinson

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

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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** City Clerk-Treasurer

**FROM:** Carey Danen

**SUBJECT:** Approval of the Minutes of the March 7, 2017 Common Council meeting.

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**ATTACHMENTS:**

- 03-07-2017 Common Council Minutes Draft (PDF)



# Common Council

## Regular Meeting

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

### Draft Minutes

Tuesday, March 7, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council meeting was called to order on March 7, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

| Attendee Name    | Title    | Status  | Arrived |
|------------------|----------|---------|---------|
| Michael J. Walsh | Mayor    | Present |         |
| James Boyd       | Alderman | Present |         |
| Dan Carpenter    | Alderman | Present |         |
| Scott Crevier    | Alderman | Present |         |
| Michael Donovan  | Alderman | Present |         |
| Ryan Jennings    | Alderman | Present |         |
| Larry Lueck      | Alderman | Present |         |
| Dean Raasch      | Alderman | Present |         |
| Lisa Rafferty    | Alderman | Excused |         |

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the February 22, 2017 Common Council Meeting.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Scott Crevier, Alderman  
**SECONDER:** Larry Lueck, Alderman  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

4. Approval of the Minutes of the February 28, 2017 Special Common Council Meeting.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dean Raasch, Alderman  
**SECONDER:** Scott Crevier, Alderman  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

5. Public comment upon matters not on the agenda or other announcements. None.

6. Recommendation from the Board of Park Commissioners to Accept a Project Proposal for the construction and installation of tee boxes at the disc golf course at Legion by an Eagle Scout.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Michael Donovan, Alderman  
**SECONDER:** Dean Raasch, Alderman  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

7. Recommendation from the Board of Park Commissioners to Accept a Project Proposal for refinishing numerous park entrance signs by an Eagle Scout.



**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dean Raasch, Alderperson  
**SECONDER:** Scott Crevier, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

8. Recommendation from the Board of Park Commissioners to Accept Monetary Donation from De Pere Optimist Club for Summer Day Camp T-shirts.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Michael Donovan, Alderperson  
**SECONDER:** Dan Carpenter, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

9. Recommendation from the Board of Park Commissioners to Accept Monetary Donation from De Pere Optimist Club for Annual Easter Egg Hunt.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderperson  
**SECONDER:** Dean Raasch, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

10. Recommendation from the Board of Park Commissioners to approve the Donation for Big Rig Gig Event in May.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Ryan Jennings, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

11. Recommendation from Plan Commission regarding a Proposed Extraterritorial Two Lot Certified Survey Map at 5201 Big Valley Road in Rockland (Parcel R-326-3). Submitted by Aaron P. Schroeder, PLS.

Economic Development and Planning Director Kim Flom answered questions about the minimum 10 acre lot size threshold that the City of De Pere enforces in certain extraterritorial areas. This property lies outside of that boundary.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderperson  
**SECONDER:** James Boyd, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

12. Recommendation from Plan Commission regarding a Proposed Extraterritorial Two Lot Certified Survey Map at 2259 Lasee Road in Rockland (Parcel R-323). Submitted by Aaron P. Schroeder, PLS.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Larry Lueck, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

13. Recommendation regarding a Proposed Extraterritorial Two Lot Certified Survey Map at 2545 French Road in Lawrence (Parcel L-456-3). Submitted by Steven C. De Jong, PLS.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Michael Donovan, Alderperson  
**SECONDER:** Ryan Jennings, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

14. Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at the intersection of American Boulevard and Southbridge Drive in De Pere (Parcels WD-L179-1, WD-L179-3, WD-L179-4, WD-L179-5-1, WD-L179). Submitted by the City of De Pere.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderperson  
**SECONDER:** Scott Crevier, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

15. Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) and Site Plan for building expansions, a revision to a building setback, and parking accommodations for Rennes Health & Rehab at 200 S. Ninth Street in De Pere (Parcels WD-D0204, WD-D0204-2). Submitted by TDR Properties, LLC.

Alderperson Crevier moved, seconded by Alderperson Boyd to approve the recommendation. Economic Development and Planning Director Kim Flom provided clarification on parking concerns and the stormwater retention pond. She reported that since the Plan Commission meeting, the Engineering department completed their review of the pond and confirmed the design and size are appropriate for the site.

Alderperson Crevier moved, seconded by Alderperson Jennings to open the meeting for public comments. Upon vote, motion carried unanimously.

Neighboring resident Jenny Smith expressed concern about increased construction traffic and the resulting debris and street damage that occurred during the last expansion. City Administrator Larry Delo answered questions about the costs of road repair, and encouraged residents to call the City if they have concerns.

Neighboring resident Dianne Krcmar expressed concern about the on street parking that occurs on Lois & Aloysius Streets, and shared photos with Council members documenting the parking situation. She stated that although no one is against the addition at Rennes, everyone feels there is not enough parking currently, and many residents feel it is unsafe.

Kevin Joyce from the Rennes Group then responded to resident comments.

Alderperson Raasch moved, seconded by Alderperson Crevier to return to regular order. Upon vote, motion carried unanimously. Discussion followed.

Alderperson Boyd moved, seconded by Alderperson Raasch to amend the original motion to include a recommendation that the property owner should create a designated

employee parking area and encourage employees to use it instead of parking on the street.  
Upon vote, the motion to amend carried unanimously.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Scott Crevier, Alderperson  
**SECONDER:** James Boyd, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

16. Ordinance #17-05, Amending Section 30-2 De Pere Municipal Code Regarding Park Regulations

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Ryan Jennings, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

17. Resolution #17-15, Authorizing Grass Cutting Agreement (Brian S. Nooyen)

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Michael Donovan, Alderperson  
**SECONDER:** Dean Raasch, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

18. Resolution #17-16, Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Bomier Boat Launch Renovation and Expansion)

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Larry Lueck, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

19. Resolution #17-17, Urging the State Legislature to Close Loopholes that Shift a Greater Property Tax Burden from Commercial to Residential Homeowners

**RESULT:** ADOPTED [6 TO 1]  
**MOVER:** Ryan Jennings, Alderperson  
**SECONDER:** James Boyd, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch  
**NAYS:** Larry Lueck  
**EXCUSED:** Lisa Rafferty

20. Approve funding from TID 5 for hanging baskets in downtown.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderperson  
**SECONDER:** Ryan Jennings, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch  
**EXCUSED:** Lisa Rafferty

21. Discuss Status of Mulva Center Project

Alderson Crevier moved, seconded by Alderson Jennings to enter into closed session at 8:28 P.M. Upon roll call vote, motion carried unanimously.  
Alderson Donovan moved, seconded by Alderson Crevier to reconvene in open session at 9:26 P.M. Upon roll call vote, motion carried unanimously.

22. Voucher Approval.

|                  |                                                            |
|------------------|------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                 |
| <b>MOVER:</b>    | Dean Raasch, Alderson                                      |
| <b>SECONDER:</b> | Ryan Jennings, Alderson                                    |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch |
| <b>EXCUSED:</b>  | Lisa Rafferty                                              |

23. Operator License Applications.

Alderson Raasch moved, seconded by Alderson Boyd to approve Previously Tabled Operator License Applications #1 & 2. Upon vote, motion carried unanimously.  
Alderson Raasch moved, seconded by Alderson Carpenter, to approve Operator License Applications #1-8. Upon vote, motion carried unanimously.

24. Future Agenda Items. None.

25. Adjournment.

Alderson Crevier moved, seconded by Alderson Carpenter to adjourn the meeting at 9:29 P.M. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Deputy Clerk-Treasurer

## City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** City Clerk-Treasurer

**FROM:** Carey Danen

**SUBJECT:** Recommendation from the License Committee on Consideration of Class B Combination License issued to Studio 1Thirty2 LLC (DBA 1Thirty2), 132 S. Broadway St.

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The Clerk-Treasurer's office is requesting a review of the liquor license held by Studio 1Thirty2 LLC pertaining to licensee qualifications required under WI State Statute 77.61(11), valid seller's permit (sales tax) as well as City Ordinance 7-2(g), Abandonment or non-use of license.

**ATTACHMENTS:**

- 1Thirty2\_DOR (PDF)
- 1Thirty2\_Memo (PDF)



WISCONSIN DEPARTMENT OF REVENUE  
265 W NORTHLAND AVE  
APPLETON, WI 54911

**Contact Information:**  
CHRISTINE WYSOCKI

265 W NORTHLAND AVE  
APPLETON, WI 54911  
Phone: (920)832-2729 Fax: (920)832-2909  
Email: JoEllyn.Scheuers@wisconsin.gov  
Website: revenue.wi.gov

CITY OF DE PERE  
ATTN: CAREY DANEN  
335 S BROADWAY ST  
DE PERE WI 54115

## Notice to Deny License or Permit

### Applicant Information

Notice date: February 17, 2017

Tax Account Number: 456-1028976173-02

Entity Name: STUDIO 1THIRTY2 L.L.C.

Business Name: 1THIRTY2

Business Address: 132 S. BROADWAY ST.

DE PERE WI 54115

### Why did I get this notice?

- Sec. 77.61(11), Wis. Stats.. -requires municipal clerks to obtain proof that a license or permit holder has a valid seller's permit or use tax registration certificate prior to renewing/ issuing a license or permit.
- The above applicant does not hold a valid sellers permit or use tax registration certificate.

### What do I need to do?

- Do not issue or renew any license or permit to the above applicant.
- If a new application is received for this location by another entity, please contact us to ensure a valid seller's permit is held.
- Contact us if you have any questions.

### What if applicant's registration status changes?

- You will be notified if we issue a seller's permit or use tax registration certificate to this applicant.

CITY OF DE PERE  
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: March 14, 2017

Subject: Studio 1Thirty2

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The police department has been asked to provide information regarding Studio 1Thirty2 to the License committee. After checking with patrol staff and supervisors it was determined the last date Studio 1Thirty2 was open for business was November 13, 2016.

It appears since that date Studio 1Thirty2 has not been open for business since then. If you have any questions about this information, please contact me at 339-4075 at your convenience.

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

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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Parks, Recreation & Forestry

**FROM:** Marty Kosobucki

**SUBJECT:** Approve recommendation from Board of Park Commissioners to place Aquatic Center at VFW Park.

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**ATTACHMENTS:**

- Kim Flom.Response (DOCX)
- Scott Thoresen.Response (DOCX)
- Aquatic Center LTR to Park Board Feb 2017 (PDF)
- Aquatic\_VFW(PDF)
- Memo.Aquatic Location recommendation.III (DOC)



# CITY OF DE PERE

## POLICE DEPARTMENT – Office of the Chief

325 South Broadway

De Pere, WI 54115-2298

Chief's Office: (920) 339-4075

Chief's E-mail: [dbeider@mail.de-pere.org](mailto:dbeider@mail.de-pere.org)



February 28, 2017

Park Board  
C/O Marty Kosobucki  
925 S. Sixth St  
De Pere, WI 54115

Re: Aquatic Center Traffic Opinion

Dear Park Board:

The De Pere Police Department would like to offer you an opinion on traffic and emergency response to the two sites being considered for the aquatic center.

The first choice site, VFW Park, is near Grant Street, a common thoroughfare for east/west traffic. It is regularly travelled by police officers and is near the west side fire station. Emergency response to the site will not be different than the current practice. Heavy traffic is experienced already at certain times of the day due to the very nearby high school opening and closing times. The road is able to handle the traffic fairly well. The VFW Park has adequate parking already and the driveway appears to be able to handle the current off-street traffic. Increasing traffic in the driveway will increase congestion, but probably not cause a significant traffic tie up.

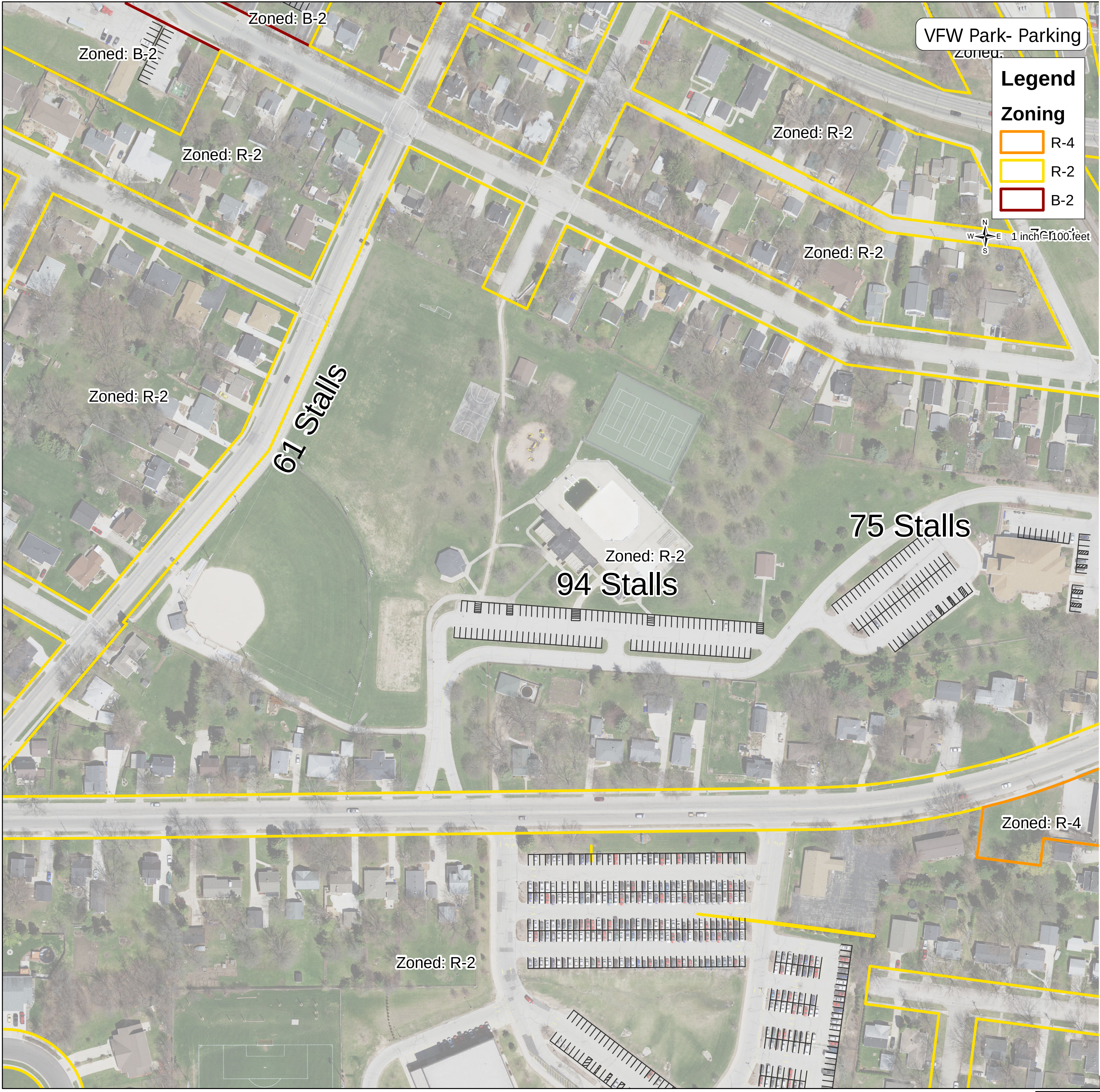
The second choice, Voyageur Park, is near Broadway St, a major north/south roadway, but accessible only via a smaller street to the parking lots of the park. The area is patrolled regularly by police officers and is close to the main fire station. Emergency response to the site will not be different than the current practice; however, this depends on where the Center is sited as there could be a delay in response. Voyageur Park has adequate parking already and the driveways appears to be able to handle the current off-street traffic. Increasing traffic in the lots and driveway will increase congestion, but will probably not cause any significant issues.

In summary, either site will work, depending on where the Center is located in relation to the streets. Thank you for your time.

Sincerely,

*Derek A. Beiderwieden*  
Chief of Police









# Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Board of Park Commission recommendation to place Aquatic Center at VFW Park

Date: March 21, 2017

The Board of Park Commissioners is recommending the placement of a future aquatic center to be at VFW Park. I have provided a brief summary below.

The Board of Park Commission believes VFW is the best location for the primary reasons.

- Provides adequate parking currently. No additional parking will be needed, which will avoid additional costs.
- Park is located next to a major traffic route, thus reducing concerns about traffic.
- Low amount of disruption to the park and amenities.
- Would consume the cost of repurposing the current pool.
- Bus route can be adjusted to accommodate the park.
- Utilities are close to probably location of aquatic center.
- Enhances the use of the Community Center.
- Day Camp program is located at Community Center.
- Ranked #4 for serving the most number of vehicles.
- Ranked #4 for serving the most numbers bicycle traffic.
- Ranked #2<sup>nd</sup> for serving most number of pedestrians.

The following summary is provided to give you main reasons why the other locations did not receive the Park Board's recommendation.

## Legion Park

- The park and current features would be significantly impacted.
  - o Historic trees, tennis court, playground and possibly the basketball court could be impacted.
- Not enough parking to accommodate facility. Would have to consider constructing an additional parking lot of around 50 cars.
- An anticipated high volume of vehicles would cause traffic concerns through residential area.

## Jim Martin Park

- An additional parking lot would be needed, which would impact the basketball court.
- Probable location of the Aquatic Center would likely impact or eliminate two soccer fields.
- The location was too far away from the center of our target audience.

### Voyageur Park

- Although there is substantial parking in the park, it was felt that an additional parking lot would need to be constructed. There are current agreements in place, in which the parking lots are used heavily during the day.
- The likely location of the Aquatic Center would have a significant impact on the aesthetics of the park. Many trees would need to be removed and one of the open shelters.
- Staff is still waiting on information from the WDNR with relation to Voyageur Park and potential restrictions.
  - o Received acknowledgement from WDNR on March 13, 2017 that Voyageur Park has a licensed landfill on site. The comments we received from the WDNR did not indicate development was out of the question, however did indicate there would be challenges.

### Other sites:

The Park Board eliminated sites located in the southern part of the City for the following reasons.

- Population projections did not raise enough to consider placing aquatic center in southern part of the City.
  - o The planned Aquatic Facility should last for 40-50 years.
  - o Population projections call for 31,000 by 2040. So in 25 years, we continue to have a vast majority of our residents in the northern half of the City.
- Location study showed the City of De Pere developing into a North and South components versus an East/West. Study indicated one recommendation would be a “Phased” approach. This would locate the aquatic facility in northern half of the City, and once the southern bridge is constructed consideration to a second facility in the southern part of the City could be researched/constructed.
- Consideration given to the YMCA constructing in the southern part of the City.

### Other Input:

- I have included the comments from our Chief of Police, Director of Public Works and our Economic Development and Planning Director.
- We have reached out to the communities of Allouez, Ledgeview and Lawrence regarding a cooperative effort in the development of an Aquatic Center. The Town of Ledgeview and Town of Lawrence have both expressed interest in discussing further the possibility of partnering.

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

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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** City Attorney

**FROM:** Angela Zills

**SUBJECT:** Recommendation to Provide Hourly Stipend for Water Service Worker.

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At its meeting on March 14, 2017, the Finance/Personnel Committee approved this item with a 4-0 vote.

**ATTACHMENTS:**

- Water Service Worker Increase (DOCX)

# Memo

# City of De Pere

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director  
Scott, Thoresen, Public Works Director

RE: Recommendation of Hourly Stipend for Water Service Worker

Date: 3/14/2017

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Eric Zygarlicke, Water Department Supervisor, will be gone on a military leave for approximately 1 year starting in mid-March. The City is required by the DNR to have a water operator in charge at all times. Kim Johnson, Water Department Maintenance Worker, will be assuming that responsibility in the interim. We are recommending a \$2.00 increase in pay for Mr. Johnson during the period in time in which he will be performing some of the supervisor responsibilities and as the operator in charge.

Thank you.

## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Recommendation of the Board of Public Works to Award Project 17-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. in the Amount of \$2,011,042.38.

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**The Board of Public Works at the March 13, 2017 meeting approved the bid from Jossart Brothers, Inc. in the amount of \$2,011,042.38 for Project 17-01 Sewer and Water Relay and Street Resurfacing.**

The Engineering Department received bids on Project 17-01 Sewer and Water Relay and Street Resurfacing on March 2, 2017. This project involves relaying storm sewer and water main at various locations around the City due to the deteriorated condition of the utility. A portion of the proposed work is to be completed in conjunction with WisDOT construction under the City's STP-U Grant. Additionally, the streets will be milled and resurfaced. The bids received are as follows:

| <b>Contractor</b>          | <b>Amount</b>  |
|----------------------------|----------------|
| Jossart Brothers, Inc.     | \$2,011,042.38 |
| Kruczek Construction, Inc. | \$2,139,139.39 |
| PTS Contractors, Inc.      | \$2,315,443.00 |
| Dorner, Inc.               | \$2,500,772.50 |
| De Groot, Inc.             | \$2,545,779.08 |
| David Tenor Corporation    | \$2,750,611.00 |
| Advance Construction, Inc. | \$3,074,965.50 |

The budgeted amount from capital improvement budget is \$2,083,000. Funding will be \$671,500 from general obligation debt, \$278,500 from the sewage revenue fund, \$880,000 from the water utility fund, \$212,000 from the storm water utility fund, and \$41,000 from the Village of Allouez.

**ATTACHMENTS:**

- 17-01 Bid Tab(PDF)

| PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING<br>BID TAB                 |                                                              |      |       |                        |               |                            |               |                       |               |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------|------|-------|------------------------|---------------|----------------------------|---------------|-----------------------|---------------|
|  |                                                              |      |       | BIDDER NO. 1           |               | BIDDER NO. 2               |               | BIDDER NO. 3          |               |
|                                                                                   |                                                              |      |       | JOSSART BROTHERS, INC. |               | KRUCZEK CONSTRUCTION, INC. |               | PTS CONTRACTORS, INC. |               |
| ITEM                                                                              | DESCRIPTION                                                  | UNIT | QTY   | UNIT PRICE             | AMOUNT BID    | UNIT PRICE                 | AMOUNT BID    | UNIT PRICE            | AMOUNT BID    |
| <b>SANITARY SEWER</b>                                                             |                                                              |      |       |                        |               |                            |               |                       |               |
| SS-01                                                                             | Remove and Relay 6" or 4" PVC Sanitary Lateral               | LF   | 4,600 | \$ 73.00               | \$ 335,800.00 | \$ 79.00                   | \$ 363,400.00 | \$ 117.00             | \$ 538,200.00 |
| SS-02                                                                             | Provide 12"x6" Wye or 12"x4" Wye                             | EA   | 18    | \$ 0.01                | \$ 0.18       | \$ 500.00                  | \$ 9,000.00   | \$ 266.00             | \$ 4,788.00   |
| SS-03                                                                             | Provide 8"x6" Wye or 8"x4" Wye                               | EA   | 120   | \$ 0.01                | \$ 1.20       | \$ 365.00                  | \$ 43,800.00  | \$ 137.00             | \$ 16,440.00  |
| SS-04                                                                             | Provide 6" or 4" Saddle to Existing Sanitary Sewer           | EA   | 100   | \$ 0.01                | \$ 1.00       | \$ 67.00                   | \$ 6,700.00   | \$ 116.00             | \$ 11,600.00  |
| SS-05                                                                             | Core Drill Sewer Main and Cap Existing Connection In Manhole | EA   | 2     | \$ 500.00              | \$ 1,000.00   | \$ 1,000.00                | \$ 2,000.00   | \$ 199.00             | \$ 398.00     |
| <b>STORM SEWER</b>                                                                |                                                              |      |       |                        |               |                            |               |                       |               |
| ST-01                                                                             | Remove and Replace 15" PVC or RCP Class III Storm Sewer      | LF   | 120   | \$ 49.00               | \$ 5,880.00   | \$ 58.00                   | \$ 6,960.00   | \$ 75.00              | \$ 9,000.00   |
| ST-02                                                                             | Remove and Replace 12" PVC or RCP Class III Storm Sewer      | LF   | 500   | \$ 47.00               | \$ 23,500.00  | \$ 52.00                   | \$ 26,000.00  | \$ 88.00              | \$ 44,000.00  |
| ST-03                                                                             | Remove and Replace 8" PVC Storm Sewer                        | LF   | 25    | \$ 42.00               | \$ 1,050.00   | \$ 44.00                   | \$ 1,100.00   | \$ 53.00              | \$ 1,325.00   |
| ST-04                                                                             | Provide 12" PVC or RCP Class III Storm Sewer                 | LF   | 520   | \$ 45.00               | \$ 23,400.00  | \$ 40.00                   | \$ 20,800.00  | \$ 52.00              | \$ 27,040.00  |
| ST-05                                                                             | Provide 8" PVC Storm Sewer                                   | LF   | 1,000 | \$ 40.00               | \$ 40,000.00  | \$ 30.00                   | \$ 30,000.00  | \$ 44.00              | \$ 44,000.00  |
| ST-06                                                                             | Provide 6" PVC Storm Sewer Lateral                           | LF   | 2,850 | \$ 38.00               | \$ 108,300.00 | \$ 35.00                   | \$ 99,750.00  | \$ 45.00              | \$ 128,250.00 |
| ST-07                                                                             | Provide 12"X6" Storm Tee                                     | EA   | 8     | \$ 75.00               | \$ 600.00     | \$ 122.00                  | \$ 976.00     | \$ 121.00             | \$ 968.00     |
| ST-08                                                                             | Provide 8"X6" Storm Tee                                      | EA   | 18    | \$ 50.00               | \$ 900.00     | \$ 55.00                   | \$ 990.00     | \$ 60.00              | \$ 1,080.00   |
| ST-09                                                                             | Core Drill Existing Main with NPC Kor-N-Tee                  | EA   | 29    | \$ 125.00              | \$ 3,625.00   | \$ 270.00                  | \$ 7,830.00   | \$ 284.00             | \$ 8,236.00   |
| ST-10                                                                             | Remove and Replace 4' Diameter Storm Manhole                 | VF   | 26    | \$ 365.00              | \$ 9,490.00   | \$ 220.00                  | \$ 5,720.00   | \$ 462.00             | \$ 12,012.00  |
| ST-11                                                                             | Provide 5' Diameter Storm Manhole                            | VF   | 5     | \$ 560.00              | \$ 2,800.00   | \$ 497.00                  | \$ 2,485.00   | \$ 507.00             | \$ 2,535.00   |
| ST-12                                                                             | Provide 4' Diameter Storm Manhole                            | VF   | 50    | \$ 350.00              | \$ 17,500.00  | \$ 254.00                  | \$ 12,700.00  | \$ 855.00             | \$ 42,750.00  |
| ST-13                                                                             | Remove and Replace Type B Inlet                              | EA   | 8     | \$ 1,600.00            | \$ 12,800.00  | \$ 1,430.00                | \$ 11,440.00  | \$ 1,650.00           | \$ 13,200.00  |
| ST-14                                                                             | Provide Type B Inlet                                         | EA   | 2     | \$ 1,550.00            | \$ 3,100.00   | \$ 1,430.00                | \$ 2,860.00   | \$ 1,476.00           | \$ 2,952.00   |
| ST-15                                                                             | Remove and Replace 30" Diameter Field Inlet                  | VF   | 5     | \$ 1,350.00            | \$ 6,750.00   | \$ 1,300.00                | \$ 6,500.00   | \$ 313.00             | \$ 1,565.00   |
| ST-16                                                                             | Remove Storm Sewer Manhole                                   | EA   | 1     | \$ 250.00              | \$ 250.00     | \$ 650.00                  | \$ 650.00     | \$ 398.00             | \$ 398.00     |
| ST-17                                                                             | Remove Storm Sewer (Var. Diameter)                           | LF   | 7     | \$ 30.00               | \$ 210.00     | \$ 300.00                  | \$ 2,100.00   | \$ 78.00              | \$ 546.00     |
| ST-18                                                                             | Core Drill Manhole                                           | EA   | 2     | \$ 250.00              | \$ 500.00     | \$ 470.00                  | \$ 940.00     | \$ 355.00             | \$ 710.00     |
| ST-19                                                                             | Storm Sewer Dig Down and Repair Offset Joint                 | EA   | 1     | \$ 1,200.00            | \$ 1,200.00   | \$ 1,503.39                | \$ 1,503.39   | \$ 1,361.00           | \$ 1,361.00   |
| ST-20                                                                             | Reconnect to Existing Storm Pipe or Manhole                  | EA   | 14    | \$ 500.00              | \$ 7,000.00   | \$ 435.00                  | \$ 6,090.00   | \$ 398.00             | \$ 5,572.00   |
| ST-21                                                                             | Provide 6" HDPE Perforated Drain Pipe                        | LF   | 1,100 | \$ 22.00               | \$ 24,200.00  | \$ 13.50                   | \$ 14,850.00  | \$ 21.00              | \$ 23,100.00  |
| ST-22                                                                             | Provide Storm Cleanout                                       | EA   | 9     | \$ 175.00              | \$ 1,575.00   | \$ 140.00                  | \$ 1,260.00   | \$ 263.00             | \$ 2,367.00   |



**PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING  
BID TAB**



|                  |                                                                       |      |       | BIDDER NO. 1           |               | BIDDER NO. 2               |               | BIDDER NO. 3          |               |
|------------------|-----------------------------------------------------------------------|------|-------|------------------------|---------------|----------------------------|---------------|-----------------------|---------------|
|                  |                                                                       |      |       | JOSSART BROTHERS, INC. |               | KRUCZEK CONSTRUCTION, INC. |               | PTS CONTRACTORS, INC. |               |
| ITEM             | DESCRIPTION                                                           | UNIT | QTY   | UNIT PRICE             | AMOUNT BID    | UNIT PRICE                 | AMOUNT BID    | UNIT PRICE            | AMOUNT BID    |
| ST-23            | Provide Nyloplast Yard Drain                                          | EA   | 2     | \$ 500.00              | \$ 1,000.00   | \$ 1,300.00                | \$ 2,600.00   | \$ 675.00             | \$ 1,350.00   |
| <b>WATERMAIN</b> |                                                                       |      |       |                        |               |                            |               |                       |               |
| W-01             | Provide 16" PVC Water Main - Open Cut                                 | LF   | 3,200 | \$ 75.00               | \$ 240,000.00 | \$ 85.00                   | \$ 272,000.00 | \$ 76.00              | \$ 243,200.00 |
| W-02             | Provide 12" PVC Water Main - Open Cut (Granular Backfill)             | LF   | 270   | \$ 86.00               | \$ 23,220.00  | \$ 80.00                   | \$ 21,600.00  | \$ 146.00             | \$ 39,420.00  |
| W-03             | Provide 12" PVC Water Main - Open Cut (Natural Backfill)              | LF   | 150   | \$ 70.00               | \$ 10,500.00  | \$ 65.00                   | \$ 9,750.00   | \$ 95.00              | \$ 14,250.00  |
| W-04             | Provide 10" PVC Water Main - Open Cut                                 | LF   | 20    | \$ 70.00               | \$ 1,400.00   | \$ 145.00                  | \$ 2,900.00   | \$ 133.00             | \$ 2,660.00   |
| W-05             | Provide 8" PVC Water Main - Open Cut                                  | LF   | 3,700 | \$ 59.00               | \$ 218,300.00 | \$ 61.00                   | \$ 225,700.00 | \$ 55.00              | \$ 203,500.00 |
| W-06             | Provide 1" HDPE Water Service                                         | LF   | 4,100 | \$ 43.00               | \$ 176,300.00 | \$ 55.00                   | \$ 225,500.00 | \$ 49.00              | \$ 200,900.00 |
| W-07             | Provide 1" Corporation and Curb Stop                                  | EA   | 131   | \$ 325.00              | \$ 42,575.00  | \$ 295.00                  | \$ 38,645.00  | \$ 268.00             | \$ 35,108.00  |
| W-08             | Provide 2" Corporation with Plug/Saddle with 2" HDPE                  | EA   | 5     | \$ 500.00              | \$ 2,500.00   | \$ 380.00                  | \$ 1,900.00   | \$ 340.00             | \$ 1,700.00   |
| W-09             | Provide Hydrant (6.5' Bury)                                           | EA   | 8     | \$ 3,200.00            | \$ 25,600.00  | \$ 3,325.00                | \$ 26,600.00  | \$ 3,061.00           | \$ 24,488.00  |
| W-10             | Provide Hydrant (7.0' Bury)                                           | EA   | 6     | \$ 3,250.00            | \$ 19,500.00  | \$ 3,435.00                | \$ 20,610.00  | \$ 3,116.00           | \$ 18,696.00  |
| W-11             | Provide 6" PVC Water Main - Open Cut                                  | LF   | 250   | \$ 55.00               | \$ 13,750.00  | \$ 59.00                   | \$ 14,750.00  | \$ 88.00              | \$ 22,000.00  |
| W-12             | Provide 16" Butterfly Valve                                           | EA   | 5     | \$ 2,750.00            | \$ 13,750.00  | \$ 2,945.00                | \$ 14,725.00  | \$ 2,514.00           | \$ 12,570.00  |
| W-13             | Provide 12" Gate Valve                                                | EA   | 3     | \$ 2,150.00            | \$ 6,450.00   | \$ 2,040.00                | \$ 6,120.00   | \$ 1,927.00           | \$ 5,781.00   |
| W-14             | Provide 10" Gate Valve                                                | EA   | 2     | \$ 1,750.00            | \$ 3,500.00   | \$ 1,700.00                | \$ 3,400.00   | \$ 1,611.00           | \$ 3,222.00   |
| W-15             | Provide 8" Gate Valve                                                 | EA   | 17    | \$ 1,200.00            | \$ 20,400.00  | \$ 1,115.00                | \$ 18,955.00  | \$ 1,108.00           | \$ 18,836.00  |
| W-16             | Replace 8" Gate Valve                                                 | EA   | 5     | \$ 2,500.00            | \$ 12,500.00  | \$ 1,830.00                | \$ 9,150.00   | \$ 1,175.00           | \$ 5,875.00   |
| W-17             | Provide 6" Gate Valve                                                 | EA   | 7     | \$ 900.00              | \$ 6,300.00   | \$ 835.00                  | \$ 5,845.00   | \$ 802.00             | \$ 5,614.00   |
| W-18             | Provide Connection to Existing Water Main                             | EA   | 31    | \$ 1,750.00            | \$ 54,250.00  | \$ 1,325.00                | \$ 41,075.00  | \$ 1,098.00           | \$ 34,038.00  |
| W-19             | ITEM DELETED                                                          |      |       |                        | \$ -          |                            | \$ -          |                       | \$ -          |
| W-20             | Provide Connection to Existing Water Main 8"x8" Tapping Tee and Valve | EA   | 1     | \$ 2,500.00            | \$ 2,500.00   | \$ 2,900.00                | \$ 2,900.00   | \$ 3,796.00           | \$ 3,796.00   |
| W-21             | Provide 12" Bore and Jack with 20" Steel Casing (Minimum)             | LF   | 110   | \$ 435.00              | \$ 47,850.00  | \$ 265.00                  | \$ 29,150.00  | \$ 339.00             | \$ 37,290.00  |
| W-22             | Provide 8" PVC Water Main - Directional Drill or Bore and Jack        | LF   | 350   | \$ 45.00               | \$ 15,750.00  | \$ 55.00                   | \$ 19,250.00  | \$ 61.00              | \$ 21,350.00  |
| W-23             | Abandon/Remove Water Main and Appurtenances                           | LS   | 1     | \$ 15,000.00           | \$ 15,000.00  | \$ 25,500.00               | \$ 25,500.00  | \$ 8,638.00           | \$ 8,638.00   |
| W-24             | Watermain Offset                                                      | EA   | 7     | \$ 2,500.00            | \$ 17,500.00  | \$ 3,000.00                | \$ 21,000.00  | \$ 4,018.00           | \$ 28,126.00  |

| PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING<br>BID TAB                 |                                                                               |      |        |                        |                        |                            |                        |                       |                        |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------|--------|------------------------|------------------------|----------------------------|------------------------|-----------------------|------------------------|
|  |                                                                               |      |        | BIDDER NO. 1           |                        | BIDDER NO. 2               |                        | BIDDER NO. 3          |                        |
|                                                                                   |                                                                               |      |        | JOSSART BROTHERS, INC. |                        | KRUCZEK CONSTRUCTION, INC. |                        | PTS CONTRACTORS, INC. |                        |
| ITEM                                                                              | DESCRIPTION                                                                   | UNIT | QTY    | UNIT PRICE             | AMOUNT BID             | UNIT PRICE                 | AMOUNT BID             | UNIT PRICE            | AMOUNT BID             |
| <b>STREET AND DRAINAGE</b>                                                        |                                                                               |      |        |                        |                        |                            |                        |                       |                        |
| SD-01                                                                             | Unclassified Excavation                                                       | CY   | 130    | \$ 12.00               | \$ 1,560.00            | \$ 20.00                   | \$ 2,600.00            | \$ 29.00              | \$ 3,770.00            |
| SD-02                                                                             | Provide 1 1/4" Crushed Aggregate Base Course                                  | TON  | 140    | \$ 12.00               | \$ 1,680.00            | \$ 15.00                   | \$ 2,100.00            | \$ 15.00              | \$ 2,100.00            |
| SD-03                                                                             | Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, Overlay or Upper Layer | TON  | 1,800  | \$ 55.91               | \$ 100,638.00          | \$ 54.00                   | \$ 97,200.00           | \$ 54.00              | \$ 97,200.00           |
| SD-04                                                                             | Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer            | TON  | 1,400  | \$ 52.95               | \$ 74,130.00           | \$ 52.00                   | \$ 72,800.00           | \$ 51.00              | \$ 71,400.00           |
| SD-05                                                                             | Remove and Replace Concrete Curb & Gutter                                     | LF   | 1,650  | \$ 27.00               | \$ 44,550.00           | \$ 27.00                   | \$ 44,550.00           | \$ 27.00              | \$ 44,550.00           |
| SD-06                                                                             | Remove and Replace 18" Integral Curb and Gutter                               | LF   | 25     | \$ 20.00               | \$ 500.00              | \$ 20.00                   | \$ 500.00              | \$ 19.00              | \$ 475.00              |
| SD-07                                                                             | Remove and Replace Reinforced Concrete Pavement-9 Inch                        | SY   | 80     | \$ 83.00               | \$ 6,640.00            | \$ 66.00                   | \$ 5,280.00            | \$ 65.00              | \$ 5,200.00            |
| SD-08                                                                             | Remove and Replace Concrete Sidewalk or Driveway-8 Inch                       | SY   | 20     | \$ 72.00               | \$ 1,440.00            | \$ 61.00                   | \$ 1,220.00            | \$ 57.00              | \$ 1,140.00            |
| SD-09                                                                             | Remove and Replace Concrete Sidewalk or Driveway-6 Inch                       | SY   | 300    | \$ 56.00               | \$ 16,800.00           | \$ 48.00                   | \$ 14,400.00           | \$ 51.00              | \$ 15,300.00           |
| SD-10                                                                             | Remove and Replace Concrete Sidewalk-4 Inch                                   | SY   | 1,600  | \$ 38.00               | \$ 60,800.00           | \$ 38.25                   | \$ 61,200.00           | \$ 39.00              | \$ 62,400.00           |
| SD-11                                                                             | Remove Concrete Sidewalk and Ramps                                            | SY   | 350    | \$ 8.00                | \$ 2,800.00            | \$ 5.00                    | \$ 1,750.00            | \$ 5.80               | \$ 2,030.00            |
| SD-12                                                                             | Mill Asphaltic Concrete Pavement                                              | SY   | 14,600 | \$ 2.32                | \$ 33,872.00           | \$ 2.00                    | \$ 29,200.00           | \$ 2.25               | \$ 32,850.00           |
| SD-13                                                                             | Provide #4 Reinforcement Bars for Curb and Sidewalk                           | LF   | 6,400  | \$ 0.75                | \$ 4,800.00            | \$ 0.80                    | \$ 5,120.00            | \$ 0.70               | \$ 4,480.00            |
| SD-14                                                                             | Drill into Existing Curb and Gutter and Sidewalk                              | EA   | 1,500  | \$ 5.25                | \$ 7,875.00            | \$ 5.00                    | \$ 7,500.00            | \$ 5.00               | \$ 7,500.00            |
| SD-15                                                                             | Provide Detectable Warning Field (Natural)                                    | EA   | 2      | \$ 265.00              | \$ 530.00              | \$ 260.00                  | \$ 520.00              | \$ 259.00             | \$ 518.00              |
| SD-16                                                                             | Landscaping-Topsoil, Seed, Fertilize, and Mulch-No. 40 Seed Mix               | SY   | 1,550  | \$ 5.00                | \$ 7,750.00            | \$ 4.00                    | \$ 6,200.00            | \$ 5.00               | \$ 7,750.00            |
| <b>SPECIAL CONSTRUCTION</b>                                                       |                                                                               |      |        |                        |                        |                            |                        |                       |                        |
| SC-01                                                                             | Pipe Foundation Stabilization                                                 | CY   | 100    | \$ 10.00               | \$ 1,000.00            | \$ 13.00                   | \$ 1,300.00            | \$ 0.01               | \$ 1.00                |
| SC-02                                                                             | Inlet Protection Type B                                                       | EA   | 65     | \$ 75.00               | \$ 4,875.00            | \$ 40.00                   | \$ 2,600.00            | \$ 41.00              | \$ 2,665.00            |
| SC-03                                                                             | Adjust Inlet                                                                  | EA   | 7      | \$ 400.00              | \$ 2,800.00            | \$ 380.00                  | \$ 2,660.00            | \$ 481.00             | \$ 3,367.00            |
| SC-04                                                                             | ITEM DELETED                                                                  |      |        |                        | \$ -                   |                            | \$ -                   |                       | \$ -                   |
| SC-05                                                                             | Adjust Manhole                                                                | EA   | 21     | \$ 350.00              | \$ 7,350.00            | \$ 380.00                  | \$ 7,980.00            | \$ 369.00             | \$ 7,749.00            |
| SC-06                                                                             | Adjust Water Valve Box                                                        | EA   | 7      | \$ 100.00              | \$ 700.00              | \$ 190.00                  | \$ 1,330.00            | \$ 145.00             | \$ 1,015.00            |
| SC-07                                                                             | Reconstruct Manhole                                                           | VF   | 11     | \$ 375.00              | \$ 4,125.00            | \$ 800.00                  | \$ 8,800.00            | \$ 332.00             | \$ 3,652.00            |
| SC-08                                                                             | Traffic Control (Fort Howard Ave at Parkview Road)                            | LS   | 1      | \$ 2,000.00            | \$ 2,000.00            | \$ 14,300.00               | \$ 14,300.00           | \$ 1,530.00           | \$ 1,530.00            |
|                                                                                   |                                                                               |      |        |                        | <b>\$ 2,011,042.38</b> |                            | <b>\$ 2,139,139.39</b> |                       | <b>\$ 2,315,443.00</b> |



**PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING  
BID TAB**



|                       |                                                              |      |       | BIDDER NO. 4 |               | BIDDER NO. 5   |               | BIDDER NO. 6            |               | BIDDER NO. 7              |               |
|-----------------------|--------------------------------------------------------------|------|-------|--------------|---------------|----------------|---------------|-------------------------|---------------|---------------------------|---------------|
|                       |                                                              |      |       | DORNER, INC. |               | DE GROOT, INC. |               | DAVID TENOR CORPORATION |               | ADVANCE CONSTRUCTION INC. |               |
| ITEM                  | DESCRIPTION                                                  | UNIT | QTY   | UNIT PRICE   | AMOUNT<br>BID | UNIT PRICE     | AMOUNT<br>BID | UNIT PRICE              | AMOUNT<br>BID | UNIT PRICE                | AMOUNT<br>BID |
| <b>SANITARY SEWER</b> |                                                              |      |       |              |               |                |               |                         |               |                           |               |
| SS-01                 | Remove and Relay 6" or 4" PVC Sanitary Lateral               | LF   | 4,600 | \$ 120.00    | \$ 552,000.00 | \$ 91.51       | \$ 420,946.00 | \$ 136.00               | \$ 625,600.00 | \$ 140.00                 | \$ 644,000.00 |
| SS-02                 | Provide 12"x6" Wye or 12"x4" Wye                             | EA   | 18    | \$ 650.00    | \$ 11,700.00  | \$ 2,780.80    | \$ 50,054.40  | \$ 416.00               | \$ 7,488.00   | \$ 3,000.00               | \$ 54,000.00  |
| SS-03                 | Provide 8"x6" Wye or 8"x4" Wye                               | EA   | 120   | \$ 500.00    | \$ 60,000.00  | \$ 1,943.93    | \$ 233,271.60 | \$ 300.00               | \$ 36,000.00  | \$ 1,615.00               | \$ 193,800.00 |
| SS-04                 | Provide 6" or 4" Saddle to Existing Sanitary Sewer           | EA   | 100   | \$ 450.00    | \$ 45,000.00  | \$ 1,254.72    | \$ 125,472.00 | \$ 300.00               | \$ 30,000.00  | \$ 1,115.00               | \$ 111,500.00 |
| SS-05                 | Core Drill Sewer Main and Cap Existing Connection In Manhole | EA   | 2     | \$ 1,100.00  | \$ 2,200.00   | \$ 1,767.50    | \$ 3,535.00   | \$ 750.00               | \$ 1,500.00   | \$ 1,115.00               | \$ 2,230.00   |
| <b>STORM SEWER</b>    |                                                              |      |       |              |               |                |               |                         |               |                           |               |
| ST-01                 | Remove and Replace 15" PVC or RCP Class III Storm Sewer      | LF   | 120   | \$ 50.00     | \$ 6,000.00   | \$ 63.56       | \$ 7,627.20   | \$ 62.00                | \$ 7,440.00   | \$ 80.00                  | \$ 9,600.00   |
| ST-02                 | Remove and Replace 12" PVC or RCP Class III Storm Sewer      | LF   | 500   | \$ 49.00     | \$ 24,500.00  | \$ 53.06       | \$ 26,530.00  | \$ 59.00                | \$ 29,500.00  | \$ 77.00                  | \$ 38,500.00  |
| ST-03                 | Remove and Replace 8" PVC Storm Sewer                        | LF   | 25    | \$ 39.00     | \$ 975.00     | \$ 43.43       | \$ 1,085.75   | \$ 52.00                | \$ 1,300.00   | \$ 68.00                  | \$ 1,700.00   |
| ST-04                 | Provide 12" PVC or RCP Class III Storm Sewer                 | LF   | 520   | \$ 42.00     | \$ 21,840.00  | \$ 43.60       | \$ 22,672.00  | \$ 61.00                | \$ 31,720.00  | \$ 75.00                  | \$ 39,000.00  |
| ST-05                 | Provide 8" PVC Storm Sewer                                   | LF   | 1,000 | \$ 39.00     | \$ 39,000.00  | \$ 40.56       | \$ 40,560.00  | \$ 52.00                | \$ 52,000.00  | \$ 65.00                  | \$ 65,000.00  |
| ST-06                 | Provide 6" PVC Storm Sewer Lateral                           | LF   | 2,850 | \$ 41.00     | \$ 116,850.00 | \$ 31.65       | \$ 90,202.50  | \$ 41.00                | \$ 116,850.00 | \$ 50.00                  | \$ 142,500.00 |
| ST-07                 | Provide 12"X6" Storm Tee                                     | EA   | 8     | \$ 125.00    | \$ 1,000.00   | \$ 261.59      | \$ 2,092.72   | \$ 205.00               | \$ 1,640.00   | \$ 130.00                 | \$ 1,040.00   |
| ST-08                 | Provide 8"X6" Storm Tee                                      | EA   | 18    | \$ 65.00     | \$ 1,170.00   | \$ 199.98      | \$ 3,599.64   | \$ 100.00               | \$ 1,800.00   | \$ 50.00                  | \$ 900.00     |
| ST-09                 | Core Drill Existing Main with NPC Kor-N-Tee                  | EA   | 29    | \$ 350.00    | \$ 10,150.00  | \$ 406.40      | \$ 11,785.60  | \$ 300.00               | \$ 8,700.00   | \$ 130.00                 | \$ 3,770.00   |
| ST-10                 | Remove and Replace 4' Diameter Storm Manhole                 | VF   | 26    | \$ 400.00    | \$ 10,400.00  | \$ 445.51      | \$ 11,583.26  | \$ 440.00               | \$ 11,440.00  | \$ 400.00                 | \$ 10,400.00  |
| ST-11                 | Provide 5' Diameter Storm Manhole                            | VF   | 5     | \$ 510.00    | \$ 2,550.00   | \$ 707.13      | \$ 3,535.65   | \$ 605.00               | \$ 3,025.00   | \$ 485.00                 | \$ 2,425.00   |
| ST-12                 | Provide 4' Diameter Storm Manhole                            | VF   | 50    | \$ 400.00    | \$ 20,000.00  | \$ 467.87      | \$ 23,393.50  | \$ 435.00               | \$ 21,750.00  | \$ 350.00                 | \$ 17,500.00  |
| ST-13                 | Remove and Replace Type B Inlet                              | EA   | 8     | \$ 1,650.00  | \$ 13,200.00  | \$ 1,792.75    | \$ 14,342.00  | \$ 1,750.00             | \$ 14,000.00  | \$ 2,700.00               | \$ 21,600.00  |
| ST-14                 | Provide Type B Inlet                                         | EA   | 2     | \$ 1,650.00  | \$ 3,300.00   | \$ 1,767.50    | \$ 3,535.00   | \$ 1,700.00             | \$ 3,400.00   | \$ 1,750.00               | \$ 3,500.00   |
| ST-15                 | Remove and Replace 30" Diameter Field Inlet                  | VF   | 5     | \$ 425.00    | \$ 2,125.00   | \$ 1,818.00    | \$ 9,090.00   | \$ 290.00               | \$ 1,450.00   | \$ 350.00                 | \$ 1,750.00   |
| ST-16                 | Remove Storm Sewer Manhole                                   | EA   | 1     | \$ 500.00    | \$ 500.00     | \$ 353.50      | \$ 353.50     | \$ 400.00               | \$ 400.00     | \$ 450.00                 | \$ 450.00     |
| ST-17                 | Remove Storm Sewer (Var. Diameter)                           | LF   | 7     | \$ 30.00     | \$ 210.00     | \$ 25.25       | \$ 176.75     | \$ 40.00                | \$ 280.00     | \$ 125.00                 | \$ 875.00     |
| ST-18                 | Core Drill Manhole                                           | EA   | 2     | \$ 350.00    | \$ 700.00     | \$ 555.50      | \$ 1,111.00   | \$ 800.00               | \$ 1,600.00   | \$ 125.00                 | \$ 250.00     |
| ST-19                 | Storm Sewer Dig Down and Repair Offset Joint                 | EA   | 1     | \$ 3,000.00  | \$ 3,000.00   | \$ 1,515.00    | \$ 1,515.00   | \$ 2,000.00             | \$ 2,000.00   | \$ 3,500.00               | \$ 3,500.00   |
| ST-20                 | Reconnect to Existing Storm Pipe or Manhole                  | EA   | 14    | \$ 500.00    | \$ 7,000.00   | \$ 656.50      | \$ 9,191.00   | \$ 900.00               | \$ 12,600.00  | \$ 480.00                 | \$ 6,720.00   |
| ST-21                 | Provide 6" HDPE Perforated Drain Pipe                        | LF   | 1,100 | \$ 24.00     | \$ 26,400.00  | \$ 15.91       | \$ 17,501.00  | \$ 20.00                | \$ 22,000.00  | \$ 30.00                  | \$ 33,000.00  |
| ST-22                 | Provide Storm Cleanout                                       | EA   | 9     | \$ 225.00    | \$ 2,025.00   | \$ 241.28      | \$ 2,171.52   | \$ 300.00               | \$ 2,700.00   | \$ 288.00                 | \$ 2,592.00   |

| PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING<br>BID TAB                 |                                                                       |      |       |              |               |                |               |                         |               |                           |               |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------|------|-------|--------------|---------------|----------------|---------------|-------------------------|---------------|---------------------------|---------------|
|  |                                                                       |      |       | BIDDER NO. 4 |               | BIDDER NO. 5   |               | BIDDER NO. 6            |               | BIDDER NO. 7              |               |
|                                                                                   |                                                                       |      |       | DORNER, INC. |               | DE GROOT, INC. |               | DAVID TENOR CORPORATION |               | ADVANCE CONSTRUCTION INC. |               |
| ITEM                                                                              | DESCRIPTION                                                           | UNIT | QTY   | UNIT PRICE   | AMOUNT<br>BID | UNIT PRICE     | AMOUNT<br>BID | UNIT PRICE              | AMOUNT<br>BID | UNIT PRICE                | AMOUNT<br>BID |
| ST-23                                                                             | Provide Nyloplast Yard Drain                                          | EA   | 2     | \$ 2,600.00  | \$ 5,200.00   | \$ 782.75      | \$ 1,565.50   | \$ 950.00               | \$ 1,900.00   | \$ 800.00                 | \$ 1,600.00   |
| <b>WATERMAIN</b>                                                                  |                                                                       |      |       |              |               |                |               |                         |               |                           |               |
| W-01                                                                              | Provide 16" PVC Water Main - Open Cut                                 | LF   | 3,200 | \$ 84.00     | \$ 268,800.00 | \$ 73.46       | \$ 235,072.00 | \$ 87.00                | \$ 278,400.00 | \$ 110.00                 | \$ 352,000.00 |
| W-02                                                                              | Provide 12" PVC Water Main - Open Cut (Granular Backfill)             | LF   | 270   | \$ 78.00     | \$ 21,060.00  | \$ 86.04       | \$ 23,230.80  | \$ 75.00                | \$ 20,250.00  | \$ 175.00                 | \$ 47,250.00  |
| W-03                                                                              | Provide 12" PVC Water Main – Open Cut (Natural Backfill)              | LF   | 150   | \$ 36.00     | \$ 5,400.00   | \$ 52.40       | \$ 7,860.00   | \$ 65.00                | \$ 9,750.00   | \$ 150.00                 | \$ 22,500.00  |
| W-04                                                                              | Provide 10" PVC Water Main - Open Cut                                 | LF   | 20    | \$ 105.00    | \$ 2,100.00   | \$ 58.92       | \$ 1,178.40   | \$ 125.00               | \$ 2,500.00   | \$ 80.00                  | \$ 1,600.00   |
| W-05                                                                              | Provide 8" PVC Water Main - Open Cut                                  | LF   | 3,700 | \$ 64.00     | \$ 236,800.00 | \$ 53.21       | \$ 196,877.00 | \$ 76.00                | \$ 281,200.00 | \$ 72.00                  | \$ 266,400.00 |
| W-06                                                                              | Provide 1" HDPE Water Service                                         | LF   | 4,100 | \$ 41.00     | \$ 168,100.00 | \$ 38.67       | \$ 158,547.00 | \$ 62.00                | \$ 254,200.00 | \$ 46.00                  | \$ 188,600.00 |
| W-07                                                                              | Provide 1" Corporation and Curb Stop                                  | EA   | 131   | \$ 885.00    | \$ 115,935.00 | \$ 673.85      | \$ 88,274.35  | \$ 330.00               | \$ 43,230.00  | \$ 450.00                 | \$ 58,950.00  |
| W-08                                                                              | Provide 2" Corporation with Plug/Saddle with 2" HDPE                  | EA   | 5     | \$ 1,100.00  | \$ 5,500.00   | \$ 797.90      | \$ 3,989.50   | \$ 900.00               | \$ 4,500.00   | \$ 900.00                 | \$ 4,500.00   |
| W-09                                                                              | Provide Hydrant (6.5' Bury)                                           | EA   | 8     | \$ 3,200.00  | \$ 25,600.00  | \$ 3,305.73    | \$ 26,445.84  | \$ 3,300.00             | \$ 26,400.00  | \$ 3,550.00               | \$ 28,400.00  |
| W-10                                                                              | Provide Hydrant (7.0' Bury)                                           | EA   | 6     | \$ 3,300.00  | \$ 19,800.00  | \$ 3,366.66    | \$ 20,199.96  | \$ 3,300.00             | \$ 19,800.00  | \$ 3,650.00               | \$ 21,900.00  |
| W-11                                                                              | Provide 6" PVC Water Main - Open Cut                                  | LF   | 250   | \$ 34.00     | \$ 8,500.00   | \$ 53.61       | \$ 13,402.50  | \$ 62.00                | \$ 15,500.00  | \$ 60.00                  | \$ 15,000.00  |
| W-12                                                                              | Provide 16" Butterfly Valve                                           | EA   | 5     | \$ 2,700.00  | \$ 13,500.00  | \$ 2,873.45    | \$ 14,367.25  | \$ 2,800.00             | \$ 14,000.00  | \$ 2,650.00               | \$ 13,250.00  |
| W-13                                                                              | Provide 12" Gate Valve                                                | EA   | 3     | \$ 2,500.00  | \$ 7,500.00   | \$ 2,163.42    | \$ 6,490.26   | \$ 2,000.00             | \$ 6,000.00   | \$ 2,000.00               | \$ 6,000.00   |
| W-14                                                                              | Provide 10" Gate Valve                                                | EA   | 2     | \$ 2,000.00  | \$ 4,000.00   | \$ 1,852.34    | \$ 3,704.68   | \$ 1,685.00             | \$ 3,370.00   | \$ 1,610.00               | \$ 3,220.00   |
| W-15                                                                              | Provide 8" Gate Valve                                                 | EA   | 17    | \$ 1,300.00  | \$ 22,100.00  | \$ 1,354.41    | \$ 23,024.97  | \$ 1,175.00             | \$ 19,975.00  | \$ 1,100.00               | \$ 18,700.00  |
| W-16                                                                              | Replace 8" Gate Valve                                                 | EA   | 5     | \$ 3,000.00  | \$ 15,000.00  | \$ 2,751.24    | \$ 13,756.20  | \$ 3,700.00             | \$ 18,500.00  | \$ 5,165.00               | \$ 25,825.00  |
| W-17                                                                              | Provide 6" Gate Valve                                                 | EA   | 7     | \$ 1,000.00  | \$ 7,000.00   | \$ 1,008.99    | \$ 7,062.93   | \$ 950.00               | \$ 6,650.00   | \$ 800.00                 | \$ 5,600.00   |
| W-18                                                                              | Provide Connection to Existing Water Main                             | EA   | 31    | \$ 1,250.00  | \$ 38,750.00  | \$ 2,249.01    | \$ 69,719.31  | \$ 1,200.00             | \$ 37,200.00  | \$ 2,000.00               | \$ 62,000.00  |
| W-19                                                                              | ITEM DELETED                                                          |      |       |              | \$ -          |                | \$ -          |                         | \$ -          |                           | \$ -          |
| W-20                                                                              | Provide Connection to Existing Water Main 8"x8" Tapping Tee and Valve | EA   | 1     | \$ 3,600.00  | \$ 3,600.00   | \$ 3,576.41    | \$ 3,576.41   | \$ 3,400.00             | \$ 3,400.00   | \$ 4,000.00               | \$ 4,000.00   |
| W-21                                                                              | Provide 12" Bore and Jack with 20" Steel Casing (Minimum)             | LF   | 110   | \$ 425.00    | \$ 46,750.00  | \$ 257.22      | \$ 28,294.20  | \$ 500.00               | \$ 55,000.00  | \$ 365.00                 | \$ 40,150.00  |
| W-22                                                                              | Provide 8" PVC Water Main - Directional Drill or Bore and Jack        | LF   | 350   | \$ 56.00     | \$ 19,600.00  | \$ 62.05       | \$ 21,717.50  | \$ 52.00                | \$ 18,200.00  | \$ 135.00                 | \$ 47,250.00  |
| W-23                                                                              | Abandon/Remove Water Main and Appurtenances                           | LS   | 1     | \$ 10,000.00 | \$ 10,000.00  | \$ 5,050.00    | \$ 5,050.00   | \$ 32,000.00            | \$ 32,000.00  | \$ 6,300.00               | \$ 6,300.00   |
| W-24                                                                              | Watermain Offset                                                      | EA   | 7     | \$ 3,000.00  | \$ 21,000.00  | \$ 3,967.86    | \$ 27,775.02  | \$ 3,000.00             | \$ 21,000.00  | \$ 4,200.00               | \$ 29,400.00  |



**PROJECT 17-01 SEWER & WATER RELAY & STREET RESURFACING  
BID TAB**



|                             |                                                                               |      |        | BIDDER NO. 4           |              | BIDDER NO. 5           |              | BIDDER NO. 6            |               | BIDDER NO. 7              |              |
|-----------------------------|-------------------------------------------------------------------------------|------|--------|------------------------|--------------|------------------------|--------------|-------------------------|---------------|---------------------------|--------------|
|                             |                                                                               |      |        | DORNER, INC.           |              | DE GROOT, INC.         |              | DAVID TENOR CORPORATION |               | ADVANCE CONSTRUCTION INC. |              |
| ITEM                        | DESCRIPTION                                                                   | UNIT | QTY    | UNIT PRICE             | AMOUNT BID   | UNIT PRICE             | AMOUNT BID   | UNIT PRICE              | AMOUNT BID    | UNIT PRICE                | AMOUNT BID   |
| <b>STREET AND DRAINAGE</b>  |                                                                               |      |        |                        |              |                        |              |                         |               |                           |              |
| SD-01                       | Unclassified Excavation                                                       | CY   | 130    | \$ 30.00               | \$ 3,900.00  | \$ 15.15               | \$ 1,969.50  | \$ 25.00                | \$ 3,250.00   | \$ 16.00                  | \$ 2,080.00  |
| SD-02                       | Provide 1 1/4" Crushed Aggregate Base Course                                  | TON  | 140    | \$ 15.00               | \$ 2,100.00  | \$ 21.23               | \$ 2,972.20  | \$ 24.00                | \$ 3,360.00   | \$ 12.50                  | \$ 1,750.00  |
| SD-03                       | Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, Overlay or Upper Layer | TON  | 1,800  | \$ 54.50               | \$ 98,100.00 | \$ 55.40               | \$ 99,720.00 | \$ 60.00                | \$ 108,000.00 | \$ 53.25                  | \$ 95,850.00 |
| SD-04                       | Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer            | TON  | 1,400  | \$ 51.25               | \$ 71,750.00 | \$ 52.46               | \$ 73,444.00 | \$ 88.27                | \$ 123,578.00 | \$ 50.43                  | \$ 70,602.00 |
| SD-05                       | Remove and Replace Concrete Curb & Gutter                                     | LF   | 1,650  | \$ 30.00               | \$ 49,500.00 | \$ 27.75               | \$ 45,787.50 | \$ 30.00                | \$ 49,500.00  | \$ 26.25                  | \$ 43,312.50 |
| SD-06                       | Remove and Replace 18" Integral Curb and Gutter                               | LF   | 25     | \$ 25.50               | \$ 637.50    | \$ 15.91               | \$ 397.75    | \$ 20.00                | \$ 500.00     | \$ 22.00                  | \$ 550.00    |
| SD-07                       | Remove and Replace Reinforced Concrete Pavement-9 Inch                        | SY   | 80     | \$ 75.00               | \$ 6,000.00  | \$ 70.27               | \$ 5,621.60  | \$ 68.50                | \$ 5,480.00   | \$ 64.00                  | \$ 5,120.00  |
| SD-08                       | Remove and Replace Concrete Sidewalk or Driveway-8 Inch                       | SY   | 20     | \$ 65.00               | \$ 1,300.00  | \$ 59.59               | \$ 1,191.80  | \$ 63.00                | \$ 1,260.00   | \$ 58.95                  | \$ 1,179.00  |
| SD-09                       | Remove and Replace Concrete Sidewalk or Driveway-6 Inch                       | SY   | 300    | \$ 55.00               | \$ 16,500.00 | \$ 53.34               | \$ 16,002.00 | \$ 56.00                | \$ 16,800.00  | \$ 53.33                  | \$ 15,999.00 |
| SD-10                       | Remove and Replace Concrete Sidewalk-4 Inch                                   | SY   | 1,600  | \$ 50.00               | \$ 80,000.00 | \$ 44.16               | \$ 70,656.00 | \$ 44.00                | \$ 70,400.00  | \$ 44.50                  | \$ 71,200.00 |
| SD-11                       | Remove Concrete Sidewalk and Ramps                                            | SY   | 350    | \$ 12.50               | \$ 4,375.00  | \$ 4.04                | \$ 1,414.00  | \$ 6.50                 | \$ 2,275.00   | \$ 5.00                   | \$ 1,750.00  |
| SD-12                       | Mill Asphaltic Concrete Pavement                                              | SY   | 14,600 | \$ 2.25                | \$ 32,850.00 | \$ 2.30                | \$ 33,580.00 | \$ 2.35                 | \$ 34,310.00  | \$ 2.21                   | \$ 32,266.00 |
| SD-13                       | Provide #4 Reinforcement Bars for Curb and Sidewalk                           | LF   | 6,400  | \$ 0.75                | \$ 4,800.00  | \$ 0.76                | \$ 4,864.00  | \$ 0.85                 | \$ 5,440.00   | \$ 0.70                   | \$ 4,480.00  |
| SD-14                       | Drill into Existing Curb and Gutter and Sidewalk                              | EA   | 1,500  | \$ 5.10                | \$ 7,650.00  | \$ 5.20                | \$ 7,800.00  | \$ 5.50                 | \$ 8,250.00   | \$ 6.00                   | \$ 9,000.00  |
| SD-15                       | Provide Detectable Warning Field (Natural)                                    | EA   | 2      | \$ 260.00              | \$ 520.00    | \$ 265.28              | \$ 530.56    | \$ 275.00               | \$ 550.00     | \$ 255.00                 | \$ 510.00    |
| SD-16                       | Landscaping-Topsoil, Seed, Fertilize, and Mulch-No. 40 Seed Mix               | SY   | 1,550  | \$ 7.50                | \$ 11,625.00 | \$ 8.08                | \$ 12,524.00 | \$ 7.00                 | \$ 10,850.00  | \$ 5.40                   | \$ 8,370.00  |
| <b>SPECIAL CONSTRUCTION</b> |                                                                               |      |        |                        |              |                        |              |                         |               |                           |              |
| SC-01                       | Pipe Foundation Stabilization                                                 | CY   | 100    | \$ 25.00               | \$ 2,500.00  | \$ 15.15               | \$ 1,515.00  | \$ 20.00                | \$ 2,000.00   | \$ 22.00                  | \$ 2,200.00  |
| SC-02                       | Inlet Protection Type B                                                       | EA   | 65     | \$ 125.00              | \$ 8,125.00  | \$ 35.35               | \$ 2,297.75  | \$ 50.00                | \$ 3,250.00   | \$ 40.00                  | \$ 2,600.00  |
| SC-03                       | Adjust Inlet                                                                  | EA   | 7      | \$ 500.00              | \$ 3,500.00  | \$ 555.50              | \$ 3,888.50  | \$ 350.00               | \$ 2,450.00   | \$ 500.00                 | \$ 3,500.00  |
| SC-04                       | ITEM DELETED                                                                  |      |        |                        | \$ -         |                        | \$ -         |                         | \$ -          |                           | \$ -         |
| SC-05                       | Adjust Manhole                                                                | EA   | 21     | \$ 500.00              | \$ 10,500.00 | \$ 606.00              | \$ 12,726.00 | \$ 400.00               | \$ 8,400.00   | \$ 500.00                 | \$ 10,500.00 |
| SC-06                       | Adjust Water Valve Box                                                        | EA   | 7      | \$ 250.00              | \$ 1,750.00  | \$ 126.25              | \$ 883.75    | \$ 200.00               | \$ 1,400.00   | \$ 100.00                 | \$ 700.00    |
| SC-07                       | Reconstruct Manhole                                                           | VF   | 11     | \$ 400.00              | \$ 4,400.00  | \$ 555.50              | \$ 6,110.50  | \$ 1,200.00             | \$ 13,200.00  | \$ 450.00                 | \$ 4,950.00  |
| SC-08                       | Traffic Control (Fort Howard Ave at Parkview Road)                            | LS   | 1      | \$ 3,000.00            | \$ 3,000.00  | \$ 1,767.50            | \$ 1,767.50  | \$ 35,000.00            | \$ 35,000.00  | \$ 4,000.00               | \$ 4,000.00  |
|                             |                                                                               |      |        | <b>\$ 2,500,772.50</b> |              | <b>\$ 2,545,779.08</b> |              | <b>\$ 2,750,611.00</b>  |               | <b>\$ 3,074,960.00</b>    |              |

## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Recommendation of the Board of Public Works to Award Project 17-02 Huron Street Reconstruction & Utility Relay to Kruczek Construction, Inc. in the Amount of \$1,082,182.82

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The Board of Public Works at the March 13, 2017 meeting approved the bid from Kruczek Construction, Inc. in the amount of \$1,082,182.82 for Project 17-02 Huron Street Reconstruction and Utility Relay.

The Engineering Department received bids on Project 17-02 Street Reconstruction on March 2, 2017. The project consists of utility relay due to deteriorated conditions on Huron Street. The bids received are as follows:

| <b>Contractor</b>             | <b>Amount</b>  |
|-------------------------------|----------------|
| Kruczek Construction, Inc.    | \$1,082,182.82 |
| David Tenor Corporation       | \$1,114,627.94 |
| Jossart Brothers, Inc.        | \$1,119,170.35 |
| Dorner, Inc.                  | \$1,141,207.85 |
| De Groot, Inc.                | \$1,167,443.33 |
| Peters Concrete Co.           | \$1,180,538.70 |
| Feaker & Sons Co. Inc.        | \$1,197,743.74 |
| Vinton Construction Company   | \$1,213,987.87 |
| PTS Contractors, Inc.         | \$1,223,920.60 |
| Wood Sewer & Excavating, Inc. | \$1,278,605.00 |
| Advance Construction          | \$1,298,297.75 |

The budgeted amount from capital improvement budget is \$1,104,000. Funding will be \$540,000 from general obligation debt, \$43,000 from the sewage revenue fund, \$250,000 from the water utility fund, and \$271,000 from the storm water utility fund.

**ATTACHMENTS:**

- 17-02 Bid Tab(PDF)



**PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY  
RELAY  
BID TAB**



|                       |                                                                        |      |       | BIDDER NO. 1              |              | BIDDER NO. 2            |              | BIDDER NO. 3           |              | BIDDER NO. 4 |              |
|-----------------------|------------------------------------------------------------------------|------|-------|---------------------------|--------------|-------------------------|--------------|------------------------|--------------|--------------|--------------|
|                       |                                                                        |      |       | KRUCZEK CONSTRUCTION INC. |              | DAVID TENOR CORPORATION |              | JOSSART BROTHERS, INC. |              | DORNER, INC. |              |
| ITEM                  | DESCRIPTION                                                            | UNIT | QTY   | UNIT PRICE                | AMOUNT BID   | UNIT PRICE              | AMOUNT BID   | UNIT PRICE             | AMOUNT BID   | UNIT PRICE   | AMOUNT BID   |
| <b>SANITARY SEWER</b> |                                                                        |      |       |                           |              |                         |              |                        |              |              |              |
| SS-01                 | Provide 8" PVC Sanitary Sewer                                          | LF   | 605   | \$ 69.00                  | \$ 41,745.00 | \$ 60.00                | \$ 36,300.00 | \$ 75.00               | \$ 45,375.00 | \$ 80.00     | \$ 48,400.00 |
| SS-02                 | Provide 4" PVC Sanitary Sewer Lateral                                  | LF   | 180   | \$ 59.00                  | \$ 10,620.00 | \$ 51.00                | \$ 9,180.00  | \$ 54.00               | \$ 9,720.00  | \$ 68.00     | \$ 12,240.00 |
| SS-03                 | Provide 8"X4" Sanitary Wye                                             | EA   | 6     | \$ 55.00                  | \$ 330.00    | \$ 80.00                | \$ 480.00    | \$ 75.00               | \$ 450.00    | \$ 45.00     | \$ 270.00    |
| SS-04                 | Provide 4' Diameter Sanitary Sewer Manhole                             | VF   | 34    | \$ 250.00                 | \$ 8,500.00  | \$ 315.00               | \$ 10,710.00 | \$ 310.00              | \$ 10,540.00 | \$ 250.00    | \$ 8,500.00  |
| SS-05                 | Remove and Replace Sanitary Sewer Manhole                              | VF   | 12    | \$ 280.00                 | \$ 3,360.00  | \$ 330.00               | \$ 3,960.00  | \$ 245.00              | \$ 2,940.00  | \$ 450.00    | \$ 5,400.00  |
| SS-06                 | Connect to Existing Sanitary Sewer Pipe                                | EA   | 5     | \$ 325.00                 | \$ 1,625.00  | \$ 350.00               | \$ 1,750.00  | \$ 250.00              | \$ 1,250.00  | \$ 300.00    | \$ 1,500.00  |
| SS-07                 | Abandoned/Remove Sanitary Sewer and Appurtenances                      | LS   | 1     | \$ 1,000.00               | \$ 1,000.00  | \$ 1,000.00             | \$ 1,000.00  | \$ 1,500.00            | \$ 1,500.00  | \$ 1,000.00  | \$ 1,000.00  |
| <b>STORM SEWER</b>    |                                                                        |      |       |                           |              |                         |              |                        |              |              |              |
| ST-01                 | Provide 18" PVC or RCP Class III Storm Sewer                           | LF   | 400   | \$ 55.00                  | \$ 22,000.00 | \$ 59.00                | \$ 23,600.00 | \$ 50.00               | \$ 20,000.00 | \$ 50.00     | \$ 20,000.00 |
| ST-02                 | Provide 15" PVC or RCP Class III Storm Sewer                           | LF   | 940   | \$ 40.00                  | \$ 37,600.00 | \$ 54.00                | \$ 50,760.00 | \$ 52.00               | \$ 48,880.00 | \$ 45.00     | \$ 42,300.00 |
| ST-03                 | Provide 12" PVC or RCP Class III Storm Sewer                           | LF   | 1,540 | \$ 38.00                  | \$ 58,520.00 | \$ 50.00                | \$ 77,000.00 | \$ 40.00               | \$ 61,600.00 | \$ 39.00     | \$ 60,060.00 |
| ST-04                 | Provide 8" PVC Storm Sewer                                             | LF   | 185   | \$ 34.00                  | \$ 6,290.00  | \$ 43.00                | \$ 7,955.00  | \$ 35.00               | \$ 6,475.00  | \$ 35.00     | \$ 6,475.00  |
| ST-05                 | Provide 6" Storm Sewer Lateral                                         | LF   | 1,800 | \$ 39.50                  | \$ 71,100.00 | \$ 42.00                | \$ 75,600.00 | \$ 38.00               | \$ 68,400.00 | \$ 35.00     | \$ 63,000.00 |
| ST-06                 | Provide Storm Branch 18" X 6"                                          | EA   | 7     | \$ 350.00                 | \$ 2,450.00  | \$ 385.00               | \$ 2,695.00  | \$ 100.00              | \$ 700.00    | \$ 350.00    | \$ 2,450.00  |
| ST-07                 | Provide Storm Branch 15" X 6"                                          | EA   | 21    | \$ 190.00                 | \$ 3,990.00  | \$ 220.00               | \$ 4,620.00  | \$ 75.00               | \$ 1,575.00  | \$ 190.00    | \$ 3,990.00  |
| ST-08                 | Provide Storm Branch 12" X 6"                                          | EA   | 16    | \$ 110.00                 | \$ 1,760.00  | \$ 140.00               | \$ 2,240.00  | \$ 75.00               | \$ 1,200.00  | \$ 115.00    | \$ 1,840.00  |
| ST-09                 | Provide Storm Branch 8" X 6"                                           | EA   | 6     | \$ 55.00                  | \$ 330.00    | \$ 75.00                | \$ 450.00    | \$ 50.00               | \$ 300.00    | \$ 40.00     | \$ 240.00    |
| ST-10                 | Provide 8' Diameter Storm Manhole (Construct Over Existing - Doghouse) | EA   | 1     | \$ 6,750.00               | \$ 6,750.00  | \$ 6,200.00             | \$ 6,200.00  | \$ 6,000.00            | \$ 6,000.00  | \$ 8,000.00  | \$ 8,000.00  |
| ST-11                 | Provide 6' Diameter Storm Manhole                                      | VF   | 6     | \$ 500.00                 | \$ 3,000.00  | \$ 565.00               | \$ 3,390.00  | \$ 600.00              | \$ 3,600.00  | \$ 625.00    | \$ 3,750.00  |
| ST-12                 | Provide 4' Diameter Storm Manhole                                      | VF   | 100   | \$ 310.00                 | \$ 31,000.00 | \$ 375.00               | \$ 37,500.00 | \$ 392.00              | \$ 39,200.00 | \$ 375.00    | \$ 37,500.00 |
| ST-13                 | Provide Type B Inlet                                                   | EA   | 38    | \$ 1,430.00               | \$ 54,340.00 | \$ 1,575.00             | \$ 59,850.00 | \$ 1,550.00            | \$ 58,900.00 | \$ 1,500.00  | \$ 57,000.00 |
| ST-14                 | Provide Storm Cleanout                                                 | EA   | 1     | \$ 1,750.00               | \$ 1,750.00  | \$ 2,000.00             | \$ 2,000.00  | \$ 1,400.00            | \$ 1,400.00  | \$ 1,650.00  | \$ 1,650.00  |
| ST-15                 | Connect to Structure and/or Existing Pipe                              | EA   | 4     | \$ 325.00                 | \$ 1,300.00  | \$ 350.00               | \$ 1,400.00  | \$ 500.00              | \$ 2,000.00  | \$ 1,500.00  | \$ 6,000.00  |
| ST-16                 | Abandon/Remove Existing Storm Sewer Appurtenances                      | LS   | 1     | \$ 20,000.00              | \$ 20,000.00 | \$ 9,000.00             | \$ 9,000.00  | \$ 5,000.00            | \$ 5,000.00  | \$ 7,500.00  | \$ 7,500.00  |
| <b>WATERMAIN</b>      |                                                                        |      |       |                           |              |                         |              |                        |              |              |              |
| W-01                  | Provide 12" PVC Water Main                                             | LF   | 16    | \$ 258.00                 | \$ 4,128.00  | \$ 163.00               | \$ 2,608.00  | \$ 65.00               | \$ 1,040.00  | \$ 212.00    | \$ 3,392.00  |
| W-02                  | Provide 10" PVC Water Main                                             | LF   | 800   | \$ 54.00                  | \$ 43,200.00 | \$ 54.00                | \$ 43,200.00 | \$ 59.00               | \$ 47,200.00 | \$ 57.00     | \$ 45,600.00 |
| W-03                  | Provide 8" PVC Water Main                                              | LF   | 1,310 | \$ 46.00                  | \$ 60,260.00 | \$ 53.00                | \$ 69,430.00 | \$ 57.00               | \$ 74,670.00 | \$ 54.00     | \$ 70,740.00 |
| W-04                  | Provide 6" PVC Water Main                                              | LF   | 105   | \$ 58.00                  | \$ 6,090.00  | \$ 50.00                | \$ 5,250.00  | \$ 55.00               | \$ 5,775.00  | \$ 64.00     | \$ 6,720.00  |
| W-05                  | Provide 1" HDPE Water Service                                          | LF   | 1,720 | \$ 46.00                  | \$ 79,120.00 | \$ 41.00                | \$ 70,520.00 | \$ 51.00               | \$ 87,720.00 | \$ 37.00     | \$ 63,640.00 |
| W-06                  | Provide 1" Corporation and Curb Stop                                   | EA   | 54    | \$ 290.00                 | \$ 15,660.00 | \$ 315.00               | \$ 17,010.00 | \$ 300.00              | \$ 16,200.00 | \$ 810.00    | \$ 43,740.00 |
| W-07                  | Provide 2" Corporation with Plug/Saddle with 2" HDPE                   | EA   | 4     | \$ 390.00                 | \$ 1,560.00  | \$ 615.00               | \$ 2,460.00  | \$ 500.00              | \$ 2,000.00  | \$ 715.00    | \$ 2,860.00  |
| W-08                  | Provide Hydrant (6.5' Bury)                                            | EA   | 5     | \$ 3,500.00               | \$ 17,500.00 | \$ 3,250.00             | \$ 16,250.00 | \$ 3,200.00            | \$ 16,000.00 | \$ 3,200.00  | \$ 16,000.00 |
| W-09                  | Provide 12" Valve                                                      | EA   | 1     | \$ 2,450.00               | \$ 2,450.00  | \$ 2,000.00             | \$ 2,000.00  | \$ 2,100.00            | \$ 2,100.00  | \$ 2,500.00  | \$ 2,500.00  |
| W-10                  | Provide 10" Valve                                                      | EA   | 2     | \$ 2,000.00               | \$ 4,000.00  | \$ 1,650.00             | \$ 3,300.00  | \$ 1,750.00            | \$ 3,500.00  | \$ 2,000.00  | \$ 4,000.00  |
| W-11                  | Provide 8" Valve                                                       | EA   | 6     | \$ 1,400.00               | \$ 8,400.00  | \$ 1,150.00             | \$ 6,900.00  | \$ 1,200.00            | \$ 7,200.00  | \$ 1,350.00  | \$ 8,100.00  |
| W-12                  | Provide 6" Valve                                                       | EA   | 2     | \$ 1,000.00               | \$ 2,000.00  | \$ 925.00               | \$ 1,850.00  | \$ 900.00              | \$ 1,800.00  | \$ 1,000.00  | \$ 2,000.00  |
| W-13                  | Provide Connection to Existing Water Main                              | EA   | 8     | \$ 725.00                 | \$ 5,800.00  | \$ 1,300.00             | \$ 10,400.00 | \$ 1,000.00            | \$ 8,000.00  | \$ 1,350.00  | \$ 10,800.00 |

**PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY  
RELAY  
BID TAB**



|                             |                                                                           |     |       | BIDDER NO. 1              |              | BIDDER NO. 2            |              | BIDDER NO. 3           |              | BIDDER NO. 4           |              |
|-----------------------------|---------------------------------------------------------------------------|-----|-------|---------------------------|--------------|-------------------------|--------------|------------------------|--------------|------------------------|--------------|
|                             |                                                                           |     |       | KRUCZEK CONSTRUCTION INC. |              | DAVID TENOR CORPORATION |              | JOSSART BROTHERS, INC. |              | DORNER, INC.           |              |
| W-14                        | Provide Water Main Offset                                                 | EA  | 3     | \$ 3,000.00               | \$ 9,000.00  | \$ 2,750.00             | \$ 8,250.00  | \$ 2,000.00            | \$ 6,000.00  | \$ 2,500.00            | \$ 7,500.00  |
| W-15                        | Abandon/Remove Water Main and Appurtenances                               | LS  | 1     | \$ 20,000.00              | \$ 20,000.00 | \$ 5,000.00             | \$ 5,000.00  | \$ 6,000.00            | \$ 6,000.00  | \$ 5,000.00            | \$ 5,000.00  |
| <b>STREET AND DRAINAGE</b>  |                                                                           |     |       |                           |              |                         |              |                        |              |                        |              |
| SD-01                       | Unclassified Excavation                                                   | CY  | 5,100 | \$ 11.25                  | \$ 57,375.00 | \$ 11.38                | \$ 58,038.00 | \$ 11.71               | \$ 59,721.00 | \$ 13.25               | \$ 67,575.00 |
| SD-02                       | Provide 1 ¼-Inch Crushed Aggregate Base Course                            | CY  | 3,550 | \$ 16.00                  | \$ 56,800.00 | \$ 15.75                | \$ 55,912.50 | \$ 16.54               | \$ 58,717.00 | \$ 16.00               | \$ 56,800.00 |
| SD-03                       | Provide Asphaltic Concrete Pavement 1 ¾-Inch Surface Course 4LT 58-28S    | TON | 650   | \$ 28.00                  | \$ 18,200.00 | \$ 57.94                | \$ 37,661.00 | \$ 59.64               | \$ 38,766.00 | \$ 57.75               | \$ 37,537.50 |
| SD-04                       | Provide Asphaltic Concrete Pavement 2 ¼ -inch Binder Course 3LT58-28S     | TON | 830   | \$ 58.00                  | \$ 48,140.00 | \$ 58.96                | \$ 48,936.80 | \$ 60.69               | \$ 50,372.70 | \$ 58.75               | \$ 48,762.50 |
| SD-05                       | Remove and Replace Concrete Curb and Gutter                               | LF  | 4,320 | \$ 11.50                  | \$ 49,680.00 | \$ 11.71                | \$ 50,587.20 | \$ 12.60               | \$ 54,432.00 | \$ 12.20               | \$ 52,704.00 |
| SD-06                       | Remove and Replace 9-Inch Doweled Concrete Pavement                       | SY  | 20    | \$ 66.00                  | \$ 1,320.00  | \$ 63.00                | \$ 1,260.00  | \$ 64.80               | \$ 1,296.00  | \$ 63.00               | \$ 1,260.00  |
| SD-07                       | Remove and Replace 9-Inch Doweled Concrete Pavement (HES-24HR)            | SY  | 90    | \$ 68.00                  | \$ 6,120.00  | \$ 60.95                | \$ 5,485.50  | \$ 62.70               | \$ 5,643.00  | \$ 61.00               | \$ 5,490.00  |
| SD-08                       | Remove and Replace 9-Inch Doweled Concrete Pavement (Colored and Stamped) | SY  | 20    | \$ 137.00                 | \$ 2,740.00  | \$ 137.70               | \$ 2,754.00  | \$ 140.00              | \$ 2,800.00  | \$ 135.00              | \$ 2,700.00  |
| SD-09                       | Remove and Replace 8-Inch Doweled Concrete Pavement (HES-3DAY)            | SY  | 370   | \$ 60.00                  | \$ 22,200.00 | \$ 55.10                | \$ 20,387.00 | \$ 58.00               | \$ 21,460.00 | \$ 56.25               | \$ 20,812.50 |
| SD-10                       | Remove and Replace Concrete Driveway 8-Inch                               | SY  | 75    | \$ 52.00                  | \$ 3,900.00  | \$ 50.50                | \$ 3,787.50  | \$ 53.20               | \$ 3,990.00  | \$ 52.00               | \$ 3,900.00  |
| SD-11                       | Remove and Replace Concrete Sidewalk or Driveway 6-Inch                   | SY  | 810   | \$ 46.50                  | \$ 37,665.00 | \$ 43.62                | \$ 35,332.20 | \$ 47.24               | \$ 38,264.40 | \$ 45.80               | \$ 37,098.00 |
| SD-12                       | Remove and Replace Concrete Sidewalk 4-Inch                               | SY  | 1,110 | \$ 41.25                  | \$ 45,787.50 | \$ 41.32                | \$ 45,865.20 | \$ 43.05               | \$ 47,785.50 | \$ 41.75               | \$ 46,342.50 |
| SD-13                       | Provide Reinforcement for Curb and Gutter, and Sidewalk – 2 #4 Bars       | LF  | 4,060 | \$ 0.80                   | \$ 3,248.00  | \$ 0.82                 | \$ 3,329.20  | \$ 0.84                | \$ 3,410.40  | \$ 0.80                | \$ 3,248.00  |
| SD-14                       | Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)                  | EA  | 772   | \$ 3.30                   | \$ 2,547.60  | \$ 3.32                 | \$ 2,563.04  | \$ 3.40                | \$ 2,624.80  | \$ 3.30                | \$ 2,547.60  |
| SD-15                       | Detectable Warning Fields                                                 | EA  | 30    | \$ 230.00                 | \$ 6,900.00  | \$ 235.00               | \$ 7,050.00  | \$ 241.00              | \$ 7,230.00  | \$ 235.00              | \$ 7,050.00  |
| SD-16                       | Landscaping – Topsoil, Seed, Fertilizer and Mulch, No. 40 Seed Mix        | SY  | 3,800 | \$ 4.00                   | \$ 15,200.00 | \$ 2.86                 | \$ 10,868.00 | \$ 3.68                | \$ 13,984.00 | \$ 3.55                | \$ 13,490.00 |
| SD-17                       | Pavement Marking Stop Line Epoxy (12-Inch White)                          | LF  | 15    | \$ 34.00                  | \$ 510.00    | \$ 33.15                | \$ 497.25    | \$ 34.13               | \$ 511.95    | \$ 33.00               | \$ 495.00    |
| SD-18                       | Pavement Marking Epoxy (8-Inch White)                                     | LF  | 65    | \$ 26.50                  | \$ 1,722.50  | \$ 26.27                | \$ 1,707.55  | \$ 27.04               | \$ 1,757.60  | \$ 26.25               | \$ 1,706.25  |
| SD-19                       | Salvage and Reset Brick/Block Pavers                                      | LS  | 1     | \$ 1,079.22               | \$ 1,079.22  | \$ 1.00                 | \$ 1.00      | \$ 1,200.00            | \$ 1,200.00  | \$ 2,500.00            | \$ 2,500.00  |
| SD-20                       | Remove and Replace Concrete Step                                          | LS  | 1     | \$ 600.00                 | \$ 600.00    | \$ 625.00               | \$ 625.00    | \$ 1,000.00            | \$ 1,000.00  | \$ 750.00              | \$ 750.00    |
| SD-21                       | Remove and Replace Concrete Curb and Gutter (Hand Form at Trees)          | LF  | 120   | \$ 33.00                  | \$ 3,960.00  | \$ 30.10                | \$ 3,612.00  | \$ 33.60               | \$ 4,032.00  | \$ 33.00               | \$ 3,960.00  |
| <b>SPECIAL CONSTRUCTION</b> |                                                                           |     |       |                           |              |                         |              |                        |              |                        |              |
| SC-01                       | Pipe Foundation Stabilization                                             | CY  | 200   | \$ 12.00                  | \$ 2,400.00  | \$ 10.00                | \$ 2,000.00  | \$ 0.01                | \$ 2.00      | \$ 0.01                | \$ 2.00      |
| SC-02                       | Polystyrene Insulation Board                                              | LF  | 200   | \$ 10.00                  | \$ 2,000.00  | \$ 10.00                | \$ 2,000.00  | \$ 6.00                | \$ 1,200.00  | \$ 8.00                | \$ 1,600.00  |
| SC-03                       | Inlet Protection                                                          | EA  | 54    | \$ 40.00                  | \$ 2,160.00  | \$ 50.00                | \$ 2,700.00  | \$ 75.00               | \$ 4,050.00  | \$ 55.00               | \$ 2,970.00  |
| SC-04                       | Aggregate Slurry Backfill                                                 | CY  | 10    | \$ 100.00                 | \$ 1,000.00  | \$ 75.00                | \$ 750.00    | \$ 120.00              | \$ 1,200.00  | \$ 75.00               | \$ 750.00    |
| SC-05                       | Asphalt Patch (Cold or Hot Mix) George St.                                | LS  | 1     | \$ 1,200.00               | \$ 1,200.00  | \$ 2,000.00             | \$ 2,000.00  | \$ 1,200.00            | \$ 1,200.00  | \$ 3,000.00            | \$ 3,000.00  |
| SC-06                       | Asphalt Patch (Cold or Hot Mix) Ridgeway Blvd.                            | LS  | 1     | \$ 1,200.00               | \$ 1,200.00  | \$ 5,500.00             | \$ 5,500.00  | \$ 2,000.00            | \$ 2,000.00  | \$ 5,000.00            | \$ 5,000.00  |
| SC-07                       | Traffic Control Including Flaggers (George St.)                           | LS  | 1     | \$ 4,000.00               | \$ 4,000.00  | \$ 2,300.00             | \$ 2,300.00  | \$ 1,600.00            | \$ 1,600.00  | \$ 5,000.00            | \$ 5,000.00  |
| SC-08                       | Traffic Control (Ridgeway Blvd.)                                          | LS  | 1     | \$ 1,500.00               | \$ 1,500.00  | \$ 2,500.00             | \$ 2,500.00  | \$ 1,260.00            | \$ 1,260.00  | \$ 2,000.00            | \$ 2,000.00  |
| SC-9                        | Traffic Control (Detour Route Ridgeway Blvd.)                             | LS  | 1     | \$ 4,000.00               | \$ 4,000.00  | \$ 1,800.00             | \$ 1,800.00  | \$ 800.00              | \$ 800.00    | \$ 6,500.00            | \$ 6,500.00  |
| SC-10                       | Traffic Control (Temporary Traffic Signals George St.)                    | LS  | 1     | \$ 7,000.00               | \$ 7,000.00  | \$ 3,200.00             | \$ 3,200.00  | \$ 3,150.00            | \$ 3,150.00  | \$ 5,500.00            | \$ 5,500.00  |
| SC-11                       | Tracking Pad                                                              | EA  | 2     | \$ 750.00                 | \$ 1,500.00  | \$ 775.00               | \$ 1,550.00  | \$ 750.00              | \$ 1,500.00  | \$ 250.00              | \$ 500.00    |
|                             |                                                                           |     |       | <b>\$ 1,082,182.82</b>    |              | <b>\$ 1,114,627.94</b>  |              | <b>\$ 1,119,170.35</b> |              | <b>\$ 1,141,207.85</b> |              |

Attachment: 17-02 Bid Tab (5636 : BOPW Recommendation to Award Project 17-02 Huron St.



| PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY<br>RELAY<br>BID TAB           |                                                                        |      |       |                |              |                     |              |                        |              |                             |              |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------|------|-------|----------------|--------------|---------------------|--------------|------------------------|--------------|-----------------------------|--------------|
|  |                                                                        |      |       | BIDDER NO. 5   |              | BIDDER NO. 6        |              | BIDDER NO. 7           |              | BIDDER NO. 8                |              |
|                                                                                   |                                                                        |      |       | DE GROOT, INC. |              | PETERS CONCRETE CO. |              | FEAKER & SONS CO. INC. |              | VINTON CONSTRUCTION COMPANY |              |
| ITEM                                                                              | DESCRIPTION                                                            | UNIT | QTY   | UNIT PRICE     | AMOUNT BID   | UNIT PRICE          | AMOUNT BID   | UNIT PRICE             | AMOUNT BID   | UNIT PRICE                  | AMOUNT BID   |
| <b>SANITARY SEWER</b>                                                             |                                                                        |      |       |                |              |                     |              |                        |              |                             |              |
| SS-01                                                                             | Provide 8" PVC Sanitary Sewer                                          | LF   | 605   | \$ 63.03       | \$ 38,133.15 | \$ 85.80            | \$ 51,909.00 | \$ 67.00               | \$ 40,535.00 | \$ 71.30                    | \$ 43,136.50 |
| SS-02                                                                             | Provide 4" PVC Sanitary Sewer Lateral                                  | LF   | 180   | \$ 55.17       | \$ 9,930.60  | \$ 62.00            | \$ 11,160.00 | \$ 50.00               | \$ 9,000.00  | \$ 90.00                    | \$ 16,200.00 |
| SS-03                                                                             | Provide 8"X4" Sanitary Wye                                             | EA   | 6     | \$ 303.00      | \$ 1,818.00  | \$ 100.00           | \$ 600.00    | \$ 75.00               | \$ 450.00    | \$ 90.00                    | \$ 540.00    |
| SS-04                                                                             | Provide 4' Diameter Sanitary Sewer Manhole                             | VF   | 34    | \$ 335.87      | \$ 11,419.58 | \$ 249.00           | \$ 8,466.00  | \$ 265.00              | \$ 9,010.00  | \$ 342.00                   | \$ 11,628.00 |
| SS-05                                                                             | Remove and Replace Sanitary Sewer Manhole                              | VF   | 12    | \$ 622.51      | \$ 7,470.12  | \$ 497.00           | \$ 5,964.00  | \$ 435.00              | \$ 5,220.00  | \$ 452.00                   | \$ 5,424.00  |
| SS-06                                                                             | Connect to Existing Sanitary Sewer Pipe                                | EA   | 5     | \$ 1,212.00    | \$ 6,060.00  | \$ 250.00           | \$ 1,250.00  | \$ 610.00              | \$ 3,050.00  | \$ 400.00                   | \$ 2,000.00  |
| SS-07                                                                             | Abandoned/Remove Sanitary Sewer and Appurtenances                      | LS   | 1     | \$ 1,262.50    | \$ 1,262.50  | \$ 500.00           | \$ 500.00    | \$ 3,220.00            | \$ 3,220.00  | \$ 1,000.00                 | \$ 1,000.00  |
| <b>STORM SEWER</b>                                                                |                                                                        |      |       |                |              |                     |              |                        |              |                             |              |
| ST-01                                                                             | Provide 18" PVC or RCP Class III Storm Sewer                           | LF   | 400   | \$ 54.60       | \$ 21,840.00 | \$ 54.70            | \$ 21,880.00 | \$ 63.00               | \$ 25,200.00 | \$ 62.80                    | \$ 25,120.00 |
| ST-02                                                                             | Provide 15" PVC or RCP Class III Storm Sewer                           | LF   | 940   | \$ 54.47       | \$ 51,201.80 | \$ 48.10            | \$ 45,214.00 | \$ 56.00               | \$ 52,640.00 | \$ 53.00                    | \$ 49,820.00 |
| ST-03                                                                             | Provide 12" PVC or RCP Class III Storm Sewer                           | LF   | 1,540 | \$ 45.12       | \$ 69,484.80 | \$ 44.70            | \$ 68,838.00 | \$ 50.00               | \$ 77,000.00 | \$ 41.00                    | \$ 63,140.00 |
| ST-04                                                                             | Provide 8" PVC Storm Sewer                                             | LF   | 185   | \$ 32.25       | \$ 5,966.25  | \$ 34.45            | \$ 6,373.25  | \$ 42.00               | \$ 7,770.00  | \$ 39.40                    | \$ 7,289.00  |
| ST-05                                                                             | Provide 6" Storm Sewer Lateral                                         | LF   | 1,800 | \$ 32.35       | \$ 58,230.00 | \$ 32.40            | \$ 58,320.00 | \$ 43.00               | \$ 77,400.00 | \$ 37.50                    | \$ 67,500.00 |
| ST-06                                                                             | Provide Storm Branch 18" X 6"                                          | EA   | 7     | \$ 202.00      | \$ 1,414.00  | \$ 150.00           | \$ 1,050.00  | \$ 150.00              | \$ 1,050.00  | \$ 422.00                   | \$ 2,954.00  |
| ST-07                                                                             | Provide Storm Branch 15" X 6"                                          | EA   | 21    | \$ 151.50      | \$ 3,181.50  | \$ 220.00           | \$ 4,620.00  | \$ 150.00              | \$ 3,150.00  | \$ 270.00                   | \$ 5,670.00  |
| ST-08                                                                             | Provide Storm Branch 12" X 6"                                          | EA   | 16    | \$ 151.50      | \$ 2,424.00  | \$ 175.00           | \$ 2,800.00  | \$ 130.00              | \$ 2,080.00  | \$ 150.00                   | \$ 2,400.00  |
| ST-09                                                                             | Provide Storm Branch 8" X 6"                                           | EA   | 6     | \$ 126.25      | \$ 757.50    | \$ 100.00           | \$ 600.00    | \$ 75.00               | \$ 450.00    | \$ 80.00                    | \$ 480.00    |
| ST-10                                                                             | Provide 8' Diameter Storm Manhole (Construct Over Existing - Doghouse) | EA   | 1     | \$ 7,851.77    | \$ 7,851.77  | \$ 14,050.00        | \$ 14,050.00 | \$ 6,250.00            | \$ 6,250.00  | \$ 5,650.00                 | \$ 5,650.00  |
| ST-11                                                                             | Provide 6' Diameter Storm Manhole                                      | VF   | 6     | \$ 713.74      | \$ 4,282.44  | \$ 475.00           | \$ 2,850.00  | \$ 550.00              | \$ 3,300.00  | \$ 590.00                   | \$ 3,540.00  |
| ST-12                                                                             | Provide 4' Diameter Storm Manhole                                      | VF   | 100   | \$ 546.90      | \$ 54,690.00 | \$ 395.00           | \$ 39,500.00 | \$ 395.00              | \$ 39,500.00 | \$ 410.00                   | \$ 41,000.00 |
| ST-13                                                                             | Provide Type B Inlet                                                   | EA   | 38    | \$ 1,862.05    | \$ 70,757.90 | \$ 1,720.00         | \$ 65,360.00 | \$ 1,825.00            | \$ 69,350.00 | \$ 1,560.00                 | \$ 59,280.00 |
| ST-14                                                                             | Provide Storm Cleanout                                                 | EA   | 1     | \$ 1,893.75    | \$ 1,893.75  | \$ 1,300.00         | \$ 1,300.00  | \$ 1,375.00            | \$ 1,375.00  | \$ 2,260.00                 | \$ 2,260.00  |
| ST-15                                                                             | Connect to Structure and/or Existing Pipe                              | EA   | 4     | \$ 757.50      | \$ 3,030.00  | \$ 1,125.00         | \$ 4,500.00  | \$ 1,100.00            | \$ 4,400.00  | \$ 400.00                   | \$ 1,600.00  |
| ST-16                                                                             | Abandon/Remove Existing Storm Sewer Appurtenances                      | LS   | 1     | \$ 303.00      | \$ 303.00    | \$ 500.00           | \$ 500.00    | \$ 9,155.00            | \$ 9,155.00  | \$ 1,000.00                 | \$ 1,000.00  |
| <b>WATERMAIN</b>                                                                  |                                                                        |      |       |                |              |                     |              |                        |              |                             |              |
| W-01                                                                              | Provide 12" PVC Water Main                                             | LF   | 16    | \$ 74.45       | \$ 1,191.20  | \$ 262.00           | \$ 4,192.00  | \$ 275.00              | \$ 4,400.00  | \$ 185.00                   | \$ 2,960.00  |
| W-02                                                                              | Provide 10" PVC Water Main                                             | LF   | 800   | \$ 53.65       | \$ 42,920.00 | \$ 71.68            | \$ 57,344.00 | \$ 59.50               | \$ 47,600.00 | \$ 62.60                    | \$ 50,080.00 |
| W-03                                                                              | Provide 8" PVC Water Main                                              | LF   | 1,310 | \$ 50.19       | \$ 65,748.90 | \$ 65.46            | \$ 85,752.60 | \$ 56.50               | \$ 74,015.00 | \$ 60.65                    | \$ 79,451.50 |
| W-04                                                                              | Provide 6" PVC Water Main                                              | LF   | 105   | \$ 52.04       | \$ 5,464.20  | \$ 84.25            | \$ 8,846.25  | \$ 55.00               | \$ 5,775.00  | \$ 68.70                    | \$ 7,213.50  |
| W-05                                                                              | Provide 1" HDPE Water Service                                          | LF   | 1,720 | \$ 36.85       | \$ 63,382.00 | \$ 45.90            | \$ 78,948.00 | \$ 42.00               | \$ 72,240.00 | \$ 42.60                    | \$ 73,272.00 |
| W-06                                                                              | Provide 1" Corporation and Curb Stop                                   | EA   | 54    | \$ 591.97      | \$ 31,966.38 | \$ 300.00           | \$ 16,200.00 | \$ 300.00              | \$ 16,200.00 | \$ 588.00                   | \$ 31,752.00 |
| W-07                                                                              | Provide 2" Corporation with Plug/Saddle with 2" HDPE                   | EA   | 4     | \$ 972.13      | \$ 3,888.52  | \$ 1,000.00         | \$ 4,000.00  | \$ 1,000.00            | \$ 4,000.00  | \$ 670.00                   | \$ 2,680.00  |
| W-08                                                                              | Provide Hydrant (6.5' Bury)                                            | EA   | 5     | \$ 3,293.00    | \$ 16,465.00 | \$ 3,250.00         | \$ 16,250.00 | \$ 3,150.00            | \$ 15,750.00 | \$ 3,700.00                 | \$ 18,500.00 |
| W-09                                                                              | Provide 12" Valve                                                      | EA   | 1     | \$ 2,117.97    | \$ 2,117.97  | \$ 2,400.00         | \$ 2,400.00  | \$ 2,150.00            | \$ 2,150.00  | \$ 2,514.00                 | \$ 2,514.00  |
| W-10                                                                              | Provide 10" Valve                                                      | EA   | 2     | \$ 1,658.42    | \$ 3,316.84  | \$ 2,000.00         | \$ 4,000.00  | \$ 1,815.00            | \$ 3,630.00  | \$ 2,135.00                 | \$ 4,270.00  |
| W-11                                                                              | Provide 8" Valve                                                       | EA   | 6     | \$ 1,334.21    | \$ 8,005.26  | \$ 1,500.00         | \$ 9,000.00  | \$ 1,225.00            | \$ 7,350.00  | \$ 1,562.00                 | \$ 9,372.00  |
| W-12                                                                              | Provide 6" Valve                                                       | EA   | 2     | \$ 1,046.36    | \$ 2,092.72  | \$ 1,100.00         | \$ 2,200.00  | \$ 935.00              | \$ 1,870.00  | \$ 1,212.00                 | \$ 2,424.00  |
| W-13                                                                              | Provide Connection to Existing Water Main                              | EA   | 8     | \$ 2,230.33    | \$ 17,842.64 | \$ 1,250.00         | \$ 10,000.00 | \$ 2,450.00            | \$ 19,600.00 | \$ 2,527.00                 | \$ 20,216.00 |

| PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY<br>RELAY<br>BID TAB           |                                                                           |     |       |                 |              |                     |              |                        |              |                             |              |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----|-------|-----------------|--------------|---------------------|--------------|------------------------|--------------|-----------------------------|--------------|
|  |                                                                           |     |       | BIDDER NO. 5    |              | BIDDER NO. 6        |              | BIDDER NO. 7           |              | BIDDER NO. 8                |              |
|                                                                                   |                                                                           |     |       | DE GROOT, INC.  |              | PETERS CONCRETE CO. |              | FEAKER & SONS CO. INC. |              | VINTON CONSTRUCTION COMPANY |              |
| W-14                                                                              | Provide Water Main Offset                                                 | EA  | 3     | \$ 4,208.34     | \$ 12,625.02 | \$ 100.00           | \$ 300.00    | \$ 3,650.00            | \$ 10,950.00 | \$ 3,200.00                 | \$ 9,600.00  |
| W-15                                                                              | Abandon/Remove Water Main and Appurtenances                               | LS  | 1     | \$ 4,545.00     | \$ 4,545.00  | \$ 500.00           | \$ 500.00    | \$ 10,500.00           | \$ 10,500.00 | \$ 6,000.00                 | \$ 6,000.00  |
| <b>STREET AND DRAINAGE</b>                                                        |                                                                           |     |       |                 |              |                     |              |                        |              |                             |              |
| SD-01                                                                             | Unclassified Excavation                                                   | CY  | 5,100 | \$ 9.25         | \$ 47,175.00 | \$ 14.16            | \$ 72,216.00 | \$ 11.35               | \$ 57,885.00 | \$ 12.81                    | \$ 65,331.00 |
| SD-02                                                                             | Provide 1 ¼-Inch Crushed Aggregate Base Course                            | CY  | 3,550 | \$ 21.63        | \$ 76,786.50 | \$ 19.55            | \$ 69,402.50 | \$ 16.05               | \$ 56,977.50 | \$ 18.40                    | \$ 65,320.00 |
| SD-03                                                                             | Provide Asphaltic Concrete Pavement 1 ¾-Inch Surface Course 4LT 58-28S    | TON | 650   | \$ 59.09        | \$ 38,408.50 | \$ 56.80            | \$ 36,920.00 | \$ 57.95               | \$ 37,667.50 | \$ 57.37                    | \$ 37,290.50 |
| SD-04                                                                             | Provide Asphaltic Concrete Pavement 2 ¼ -inch Binder Course 3LT58-28S     | TON | 830   | \$ 60.13        | \$ 49,907.90 | \$ 57.80            | \$ 47,974.00 | \$ 58.95               | \$ 48,928.50 | \$ 58.38                    | \$ 48,455.40 |
| SD-05                                                                             | Remove and Replace Concrete Curb and Gutter                               | LF  | 4,320 | \$ 11.14        | \$ 48,124.80 | \$ 12.98            | \$ 56,073.60 | \$ 12.20               | \$ 52,704.00 | \$ 10.99                    | \$ 47,476.80 |
| SD-06                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement                       | SY  | 20    | \$ 58.88        | \$ 1,177.60  | \$ 61.75            | \$ 1,235.00  | \$ 63.00               | \$ 1,260.00  | \$ 66.30                    | \$ 1,326.00  |
| SD-07                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement (HES-24HR)            | SY  | 90    | \$ 58.88        | \$ 5,299.20  | \$ 61.75            | \$ 5,557.50  | \$ 61.00               | \$ 5,490.00  | \$ 70.50                    | \$ 6,345.00  |
| SD-08                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement (Colored and Stamped) | SY  | 20    | \$ 137.61       | \$ 2,752.20  | \$ 135.00           | \$ 2,700.00  | \$ 138.00              | \$ 2,760.00  | \$ 93.00                    | \$ 1,860.00  |
| SD-09                                                                             | Remove and Replace 8-Inch Doweled Concrete Pavement (HES-3DAY)            | SY  | 370   | \$ 53.20        | \$ 19,684.00 | \$ 57.25            | \$ 21,182.50 | \$ 56.35               | \$ 20,849.50 | \$ 63.80                    | \$ 23,606.00 |
| SD-10                                                                             | Remove and Replace Concrete Driveway 8-Inch                               | SY  | 75    | \$ 48.51        | \$ 3,638.25  | \$ 49.25            | \$ 3,693.75  | \$ 51.80               | \$ 3,885.00  | \$ 55.30                    | \$ 4,147.50  |
| SD-11                                                                             | Remove and Replace Concrete Sidewalk or Driveway 6-Inch                   | SY  | 810   | \$ 43.83        | \$ 35,502.30 | \$ 43.75            | \$ 35,437.50 | \$ 45.00               | \$ 36,450.00 | \$ 49.68                    | \$ 40,240.80 |
| SD-12                                                                             | Remove and Replace Concrete Sidewalk 4-Inch                               | SY  | 1,110 | \$ 41.49        | \$ 46,053.90 | \$ 41.00            | \$ 45,510.00 | \$ 41.80               | \$ 46,398.00 | \$ 48.21                    | \$ 53,513.10 |
| SD-13                                                                             | Provide Reinforcement for Curb and Gutter, and Sidewalk – 2 #4 Bars       | LF  | 4,060 | \$ 0.91         | \$ 3,694.60  | \$ 0.80             | \$ 3,248.00  | \$ 0.82                | \$ 3,329.20  | \$ 0.70                     | \$ 2,842.00  |
| SD-14                                                                             | Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)                  | EA  | 772   | \$ 3.38         | \$ 2,609.36  | \$ 3.25             | \$ 2,509.00  | \$ 3.32                | \$ 2,563.04  | \$ 5.00                     | \$ 3,860.00  |
| SD-15                                                                             | Detectable Warning Fields                                                 | EA  | 30    | \$ 239.27       | \$ 7,178.10  | \$ 230.00           | \$ 6,900.00  | \$ 235.00              | \$ 7,050.00  | \$ 255.00                   | \$ 7,650.00  |
| SD-16                                                                             | Landscaping – Topsoil, Seed, Fertilizer and Mulch, No. 40 Seed Mix        | SY  | 3,800 | \$ 7.07         | \$ 26,866.00 | \$ 6.15             | \$ 23,370.00 | \$ 3.60                | \$ 13,680.00 | \$ 8.32                     | \$ 31,616.00 |
| SD-17                                                                             | Pavement Marking Stop Line Epoxy (12-Inch White)                          | LF  | 15    | \$ 33.81        | \$ 507.15    | \$ 32.50            | \$ 487.50    | \$ 33.15               | \$ 497.25    | \$ 32.50                    | \$ 487.50    |
| SD-18                                                                             | Pavement Marking Epoxy (8-Inch White)                                     | LF  | 65    | \$ 26.79        | \$ 1,741.35  | \$ 25.75            | \$ 1,673.75  | \$ 26.25               | \$ 1,706.25  | \$ 25.75                    | \$ 1,673.75  |
| SD-19                                                                             | Salvage and Reset Brick/Block Pavers                                      | LS  | 1     | \$ 1,515.00     | \$ 1,515.00  | \$ 2,000.00         | \$ 2,000.00  | \$ 4,570.00            | \$ 4,570.00  | \$ 1,000.00                 | \$ 1,000.00  |
| SD-20                                                                             | Remove and Replace Concrete Step                                          | LS  | 1     | \$ 41.61        | \$ 41.61     | \$ 600.00           | \$ 600.00    | \$ 1,590.00            | \$ 1,590.00  | \$ 1,000.00                 | \$ 1,000.00  |
| SD-21                                                                             | Remove and Replace Concrete Curb and Gutter (Hand Form at Trees)          | LF  | 120   | \$ 29.13        | \$ 3,495.60  | \$ 31.00            | \$ 3,720.00  | \$ 32.65               | \$ 3,918.00  | \$ 27.00                    | \$ 3,240.00  |
| <b>SPECIAL CONSTRUCTION</b>                                                       |                                                                           |     |       |                 |              |                     |              |                        |              |                             |              |
| SC-01                                                                             | Pipe Foundation Stabilization                                             | CY  | 200   | \$ 15.15        | \$ 3,030.00  | \$ 5.00             | \$ 1,000.00  | \$ 1.00                | \$ 200.00    | \$ 20.00                    | \$ 4,000.00  |
| SC-02                                                                             | Polystyrene Insulation Board                                              | LF  | 200   | \$ 6.06         | \$ 1,212.00  | \$ 5.00             | \$ 1,000.00  | \$ 8.00                | \$ 1,600.00  | \$ 4.00                     | \$ 800.00    |
| SC-03                                                                             | Inlet Protection                                                          | EA  | 54    | \$ 35.35        | \$ 1,908.90  | \$ 35.00            | \$ 1,890.00  | \$ 80.00               | \$ 4,320.00  | \$ 55.00                    | \$ 2,970.00  |
| SC-04                                                                             | Aggregate Slurry Backfill                                                 | CY  | 10    | \$ 75.75        | \$ 757.50    | \$ 100.00           | \$ 1,000.00  | \$ 125.00              | \$ 1,250.00  | \$ 100.00                   | \$ 1,000.00  |
| SC-05                                                                             | Asphalt Patch (Cold or Hot Mix) George St.                                | LS  | 1     | \$ 2,878.50     | \$ 2,878.50  | \$ 1,000.00         | \$ 1,000.00  | \$ 3,200.00            | \$ 3,200.00  | \$ 1,200.00                 | \$ 1,200.00  |
| SC-06                                                                             | Asphalt Patch (Cold or Hot Mix) Ridgeway Blvd.                            | LS  | 1     | \$ 4,545.00     | \$ 4,545.00  | \$ 1.00             | \$ 1.00      | \$ 8,665.00            | \$ 8,665.00  | \$ 3,600.00                 | \$ 3,600.00  |
| SC-07                                                                             | Traffic Control Including Flaggers (George St.)                           | LS  | 1     | \$ 3,812.75     | \$ 3,812.75  | \$ 3,500.00         | \$ 3,500.00  | \$ 5,270.00            | \$ 5,270.00  | \$ 3,500.00                 | \$ 3,500.00  |
| SC-08                                                                             | Traffic Control (Ridgeway Blvd.)                                          | LS  | 1     | \$ 2,525.00     | \$ 2,525.00  | \$ 2,200.00         | \$ 2,200.00  | \$ 3,945.00            | \$ 3,945.00  | \$ 2,200.00                 | \$ 2,200.00  |
| SC-9                                                                              | Traffic Control (Detour Route Ridgeway Blvd.)                             | LS  | 1     | \$ 2,772.45     | \$ 2,772.45  | \$ 2,500.00         | \$ 2,500.00  | \$ 4,250.00            | \$ 4,250.00  | \$ 2,500.00                 | \$ 2,500.00  |
| SC-10                                                                             | Traffic Control (Temporary Traffic Signals George St.)                    | LS  | 1     | \$ 5,353.00     | \$ 5,353.00  | \$ 5,000.00         | \$ 5,000.00  | \$ 6,800.00            | \$ 6,800.00  | \$ 5,000.00                 | \$ 5,000.00  |
| SC-11                                                                             | Tracking Pad                                                              | EA  | 2     | \$ 757.50       | \$ 1,515.00  | \$ 750.00           | \$ 1,500.00  | \$ 750.00              | \$ 1,500.00  | \$ 0.01                     | \$ 0.02      |
|                                                                                   |                                                                           |     |       | \$ 1,167,443.33 |              | \$ 1,180,538.70     |              | \$ 1,197,743.74        |              | \$ 1,213,987.87             |              |



| PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY<br>RELAY<br>BID TAB           |                                                                        |      |       |                       |               |                                  |               |                               |               |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------|------|-------|-----------------------|---------------|----------------------------------|---------------|-------------------------------|---------------|
|  |                                                                        |      |       | BIDDER NO. 9          |               | BIDDER NO.10                     |               | BIDDER NO. 11                 |               |
|                                                                                   |                                                                        |      |       | PTS CONTRACTORS, INC. |               | WOOD SEWER &<br>EXCAVATING, INC. |               | ADVANCE CONSTRUCTION,<br>INC. |               |
| ITEM                                                                              | DESCRIPTION                                                            | UNIT | QTY   | UNIT PRICE            | AMOUNT<br>BID | UNIT PRICE                       | AMOUNT<br>BID | UNIT PRICE                    | AMOUNT<br>BID |
| <b>SANITARY SEWER</b>                                                             |                                                                        |      |       |                       |               |                                  |               |                               |               |
| SS-01                                                                             | Provide 8" PVC Sanitary Sewer                                          | LF   | 605   | \$ 74.50              | \$ 45,072.50  | \$ 98.00                         | \$ 59,290.00  | \$ 91.60                      | \$ 55,418.00  |
| SS-02                                                                             | Provide 4" PVC Sanitary Sewer Lateral                                  | LF   | 180   | \$ 77.00              | \$ 13,860.00  | \$ 68.00                         | \$ 12,240.00  | \$ 80.60                      | \$ 14,508.00  |
| SS-03                                                                             | Provide 8"X4" Sanitary Wye                                             | EA   | 6     | \$ 56.00              | \$ 336.00     | \$ 150.00                        | \$ 900.00     | \$ 39.50                      | \$ 237.00     |
| SS-04                                                                             | Provide 4' Diameter Sanitary Sewer Manhole                             | VF   | 34    | \$ 311.00             | \$ 10,574.00  | \$ 280.00                        | \$ 9,520.00   | \$ 405.00                     | \$ 13,770.00  |
| SS-05                                                                             | Remove and Replace Sanitary Sewer Manhole                              | VF   | 12    | \$ 312.00             | \$ 3,744.00   | \$ 310.00                        | \$ 3,720.00   | \$ 900.00                     | \$ 10,800.00  |
| SS-06                                                                             | Connect to Existing Sanitary Sewer Pipe                                | EA   | 5     | \$ 948.00             | \$ 4,740.00   | \$ 360.00                        | \$ 1,800.00   | \$ 312.00                     | \$ 1,560.00   |
| SS-07                                                                             | Abandoned/Remove Sanitary Sewer and Appurtenances                      | LS   | 1     | \$ 1,688.00           | \$ 1,688.00   | \$ 5,000.00                      | \$ 5,000.00   | \$ 1,000.00                   | \$ 1,000.00   |
| <b>STORM SEWER</b>                                                                |                                                                        |      |       |                       |               |                                  |               |                               |               |
| ST-01                                                                             | Provide 18" PVC or RCP Class III Storm Sewer                           | LF   | 400   | \$ 60.50              | \$ 24,200.00  | \$ 62.00                         | \$ 24,800.00  | \$ 66.30                      | \$ 26,520.00  |
| ST-02                                                                             | Provide 15" PVC or RCP Class III Storm Sewer                           | LF   | 940   | \$ 64.00              | \$ 60,160.00  | \$ 56.00                         | \$ 52,640.00  | \$ 69.50                      | \$ 65,330.00  |
| ST-03                                                                             | Provide 12" PVC or RCP Class III Storm Sewer                           | LF   | 1,540 | \$ 62.00              | \$ 95,480.00  | \$ 52.00                         | \$ 80,080.00  | \$ 61.00                      | \$ 93,940.00  |
| ST-04                                                                             | Provide 8" PVC Storm Sewer                                             | LF   | 185   | \$ 45.00              | \$ 8,325.00   | \$ 42.00                         | \$ 7,770.00   | \$ 34.75                      | \$ 6,428.75   |
| ST-05                                                                             | Provide 6" Storm Sewer Lateral                                         | LF   | 1,800 | \$ 40.00              | \$ 72,000.00  | \$ 43.00                         | \$ 77,400.00  | \$ 44.00                      | \$ 79,200.00  |
| ST-06                                                                             | Provide Storm Branch 18" X 6"                                          | EA   | 7     | \$ 325.00             | \$ 2,275.00   | \$ 425.00                        | \$ 2,975.00   | \$ 300.00                     | \$ 2,100.00   |
| ST-07                                                                             | Provide Storm Branch 15" X 6"                                          | EA   | 21    | \$ 172.00             | \$ 3,612.00   | \$ 260.00                        | \$ 5,460.00   | \$ 182.00                     | \$ 3,822.00   |
| ST-08                                                                             | Provide Storm Branch 12" X 6"                                          | EA   | 16    | \$ 102.00             | \$ 1,632.00   | \$ 200.00                        | \$ 3,200.00   | \$ 115.00                     | \$ 1,840.00   |
| ST-09                                                                             | Provide Storm Branch 8" X 6"                                           | EA   | 6     | \$ 31.00              | \$ 186.00     | \$ 100.00                        | \$ 600.00     | \$ 30.00                      | \$ 180.00     |
| ST-10                                                                             | Provide 8' Diameter Storm Manhole (Construct Over Existing - Doghouse) | EA   | 1     | \$ 7,777.00           | \$ 7,777.00   | \$ 5,848.00                      | \$ 5,848.00   | \$ 8,508.00                   | \$ 8,508.00   |
| ST-11                                                                             | Provide 6' Diameter Storm Manhole                                      | VF   | 6     | \$ 569.00             | \$ 3,414.00   | \$ 480.00                        | \$ 2,880.00   | \$ 540.00                     | \$ 3,240.00   |
| ST-12                                                                             | Provide 4' Diameter Storm Manhole                                      | VF   | 100   | \$ 357.00             | \$ 35,700.00  | \$ 348.00                        | \$ 34,800.00  | \$ 376.00                     | \$ 37,600.00  |
| ST-13                                                                             | Provide Type B Inlet                                                   | EA   | 38    | \$ 1,526.00           | \$ 57,988.00  | \$ 1,600.00                      | \$ 60,800.00  | \$ 1,724.00                   | \$ 65,512.00  |
| ST-14                                                                             | Provide Storm Cleanout                                                 | EA   | 1     | \$ 1,686.00           | \$ 1,686.00   | \$ 2,090.00                      | \$ 2,090.00   | \$ 1,589.00                   | \$ 1,589.00   |
| ST-15                                                                             | Connect to Structure and/or Existing Pipe                              | EA   | 4     | \$ 171.00             | \$ 684.00     | \$ 400.00                        | \$ 1,600.00   | \$ 400.00                     | \$ 1,600.00   |
| ST-16                                                                             | Abandon/Remove Existing Storm Sewer Appurtenances                      | LS   | 1     | \$ 7,750.00           | \$ 7,750.00   | \$ 6,475.00                      | \$ 6,475.00   | \$ 16,500.00                  | \$ 16,500.00  |
| <b>WATERMAIN</b>                                                                  |                                                                        |      |       | \$ -                  |               |                                  |               |                               |               |
| W-01                                                                              | Provide 12" PVC Water Main                                             | LF   | 16    | \$ 209.00             | \$ 3,344.00   | \$ 90.00                         | \$ 1,440.00   | \$ 237.00                     | \$ 3,792.00   |
| W-02                                                                              | Provide 10" PVC Water Main                                             | LF   | 800   | \$ 66.00              | \$ 52,800.00  | \$ 84.00                         | \$ 67,200.00  | \$ 80.00                      | \$ 64,000.00  |
| W-03                                                                              | Provide 8" PVC Water Main                                              | LF   | 1,310 | \$ 64.00              | \$ 83,840.00  | \$ 75.00                         | \$ 98,250.00  | \$ 77.00                      | \$ 100,870.00 |
| W-04                                                                              | Provide 6" PVC Water Main                                              | LF   | 105   | \$ 62.00              | \$ 6,510.00   | \$ 76.00                         | \$ 7,980.00   | \$ 71.00                      | \$ 7,455.00   |
| W-05                                                                              | Provide 1" HDPE Water Service                                          | LF   | 1,720 | \$ 57.00              | \$ 98,040.00  | \$ 59.00                         | \$ 101,480.00 | \$ 43.50                      | \$ 74,820.00  |
| W-06                                                                              | Provide 1" Corporation and Curb Stop                                   | EA   | 54    | \$ 352.00             | \$ 19,008.00  | \$ 380.00                        | \$ 20,520.00  | \$ 385.00                     | \$ 20,790.00  |
| W-07                                                                              | Provide 2" Corporation with Plug/Saddle with 2" HDPE                   | EA   | 4     | \$ 638.00             | \$ 2,552.00   | \$ 510.00                        | \$ 2,040.00   | \$ 810.00                     | \$ 3,240.00   |
| W-08                                                                              | Provide Hydrant (6.5' Bury)                                            | EA   | 5     | \$ 3,229.00           | \$ 16,145.00  | \$ 3,200.00                      | \$ 16,000.00  | \$ 3,500.00                   | \$ 17,500.00  |
| W-09                                                                              | Provide 12" Valve                                                      | EA   | 1     | \$ 2,285.00           | \$ 2,285.00   | \$ 2,400.00                      | \$ 2,400.00   | \$ 1,900.00                   | \$ 1,900.00   |
| W-10                                                                              | Provide 10" Valve                                                      | EA   | 2     | \$ 1,896.00           | \$ 3,792.00   | \$ 2,080.00                      | \$ 4,160.00   | \$ 1,572.00                   | \$ 3,144.00   |
| W-11                                                                              | Provide 8" Valve                                                       | EA   | 6     | \$ 1,306.00           | \$ 7,836.00   | \$ 1,460.00                      | \$ 8,760.00   | \$ 1,071.00                   | \$ 6,426.00   |
| W-12                                                                              | Provide 6" Valve                                                       | EA   | 2     | \$ 953.00             | \$ 1,906.00   | \$ 1,200.00                      | \$ 2,400.00   | \$ 776.00                     | \$ 1,552.00   |
| W-13                                                                              | Provide Connection to Existing Water Main                              | EA   | 8     | \$ 1,437.00           | \$ 11,496.00  | \$ 1,900.00                      | \$ 15,200.00  | \$ 2,758.00                   | \$ 22,064.00  |

| PROJECT 17-02 HURON STREET RECONSTRUCTION & UTILITY<br>RELAY<br>BID TAB           |                                                                              |     |       |                        |              |                                  |              |                               |              |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----|-------|------------------------|--------------|----------------------------------|--------------|-------------------------------|--------------|
|  |                                                                              |     |       | BIDDER NO. 9           |              | BIDDER NO.10                     |              | BIDDER NO. 11                 |              |
|                                                                                   |                                                                              |     |       | PTS CONTRACTORS, INC.  |              | WOOD SEWER &<br>EXCAVATING, INC. |              | ADVANCE CONSTRUCTION,<br>INC. |              |
| W-14                                                                              | Provide Water Main Offset                                                    | EA  | 3     | \$ 4,514.00            | \$ 13,542.00 | \$ 3,600.00                      | \$ 10,800.00 | \$ 2,200.00                   | \$ 6,600.00  |
| W-15                                                                              | Abandon/Remove Water Main and Appurtenances                                  | LS  | 1     | \$ 3,376.00            | \$ 3,376.00  | \$ 9,600.00                      | \$ 9,600.00  | \$ 1,000.00                   | \$ 1,000.00  |
| <b>STREET AND DRAINAGE</b>                                                        |                                                                              |     |       |                        |              |                                  |              |                               |              |
| SD-01                                                                             | Unclassified Excavation                                                      | CY  | 5,100 | \$ 11.40               | \$ 58,140.00 | \$ 9.90                          | \$ 50,490.00 | \$ 9.00                       | \$ 45,900.00 |
| SD-02                                                                             | Provide 1 ¼-Inch Crushed Aggregate Base Course                               | CY  | 3,550 | \$ 16.00               | \$ 56,800.00 | \$ 20.00                         | \$ 71,000.00 | \$ 24.00                      | \$ 85,200.00 |
| SD-03                                                                             | Provide Asphaltic Concrete Pavement 1 3/4"-Inch Surface Course<br>4LT 58-28S | TON | 650   | \$ 58.00               | \$ 37,700.00 | \$ 56.00                         | \$ 36,400.00 | \$ 56.80                      | \$ 36,920.00 |
| SD-04                                                                             | Provide Asphaltic Concrete Pavement 2 1/4 -inch Binder Course<br>3LT58-28S   | TON | 830   | \$ 59.00               | \$ 48,970.00 | \$ 63.00                         | \$ 52,290.00 | \$ 57.80                      | \$ 47,974.00 |
| SD-05                                                                             | Remove and Replace Concrete Curb and Gutter                                  | LF  | 4,320 | \$ 12.50               | \$ 54,000.00 | \$ 13.00                         | \$ 56,160.00 | \$ 13.00                      | \$ 56,160.00 |
| SD-06                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement                          | SY  | 20    | \$ 63.00               | \$ 1,260.00  | \$ 54.00                         | \$ 1,080.00  | \$ 54.75                      | \$ 1,095.00  |
| SD-07                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement (HES-<br>24HR)           | SY  | 90    | \$ 61.00               | \$ 5,490.00  | \$ 54.00                         | \$ 4,860.00  | \$ 54.75                      | \$ 4,927.50  |
| SD-08                                                                             | Remove and Replace 9-Inch Doweled Concrete Pavement<br>(Colored and Stamped) | SY  | 20    | \$ 137.00              | \$ 2,740.00  | \$ 125.00                        | \$ 2,500.00  | \$ 150.00                     | \$ 3,000.00  |
| SD-09                                                                             | Remove and Replace 8-Inch Doweled Concrete Pavement (HES-<br>3DAY)           | SY  | 370   | \$ 56.00               | \$ 20,720.00 | \$ 50.00                         | \$ 18,500.00 | \$ 50.25                      | \$ 18,592.50 |
| SD-10                                                                             | Remove and Replace Concrete Driveway 8-Inch                                  | SY  | 75    | \$ 51.50               | \$ 3,862.50  | \$ 45.00                         | \$ 3,375.00  | \$ 45.75                      | \$ 3,431.25  |
| SD-11                                                                             | Remove and Replace Concrete Sidewalk or Driveway 6-Inch                      | SY  | 810   | \$ 46.00               | \$ 37,260.00 | \$ 42.00                         | \$ 34,020.00 | \$ 41.25                      | \$ 33,412.50 |
| SD-12                                                                             | Remove and Replace Concrete Sidewalk 4-Inch                                  | SY  | 1,110 | \$ 42.00               | \$ 46,620.00 | \$ 40.50                         | \$ 44,955.00 | \$ 39.00                      | \$ 43,290.00 |
| SD-13                                                                             | Provide Reinforcement for Curb and Gutter, and Sidewalk – 2 #4<br>Bars       | LF  | 4,060 | \$ 0.80                | \$ 3,248.00  | \$ 0.80                          | \$ 3,248.00  | \$ 0.80                       | \$ 3,248.00  |
| SD-14                                                                             | Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)                     | EA  | 772   | \$ 3.30                | \$ 2,547.60  | \$ 3.25                          | \$ 2,509.00  | \$ 3.25                       | \$ 2,509.00  |
| SD-15                                                                             | Detectable Warning Fields                                                    | EA  | 30    | \$ 234.00              | \$ 7,020.00  | \$ 230.00                        | \$ 6,900.00  | \$ 230.00                     | \$ 6,900.00  |
| SD-16                                                                             | Landscaping – Topsoil, Seed, Fertilizer and Mulch, No. 40 Seed<br>Mix        | SY  | 3,800 | \$ 3.60                | \$ 13,680.00 | \$ 6.00                          | \$ 22,800.00 | \$ 5.20                       | \$ 19,760.00 |
| SD-17                                                                             | Pavement Marking Stop Line Epoxy (12-Inch White)                             | LF  | 15    | \$ 33.00               | \$ 495.00    | \$ 10.00                         | \$ 150.00    | \$ 32.50                      | \$ 487.50    |
| SD-18                                                                             | Pavement Marking Epoxy (8-Inch White)                                        | LF  | 65    | \$ 26.00               | \$ 1,690.00  | \$ 10.00                         | \$ 650.00    | \$ 25.75                      | \$ 1,673.75  |
| SD-19                                                                             | Salvage and Reset Brick/Block Pavers                                         | LS  | 1     | \$ 1,019.00            | \$ 1,019.00  | \$ 1,100.00                      | \$ 1,100.00  | \$ 3,500.00                   | \$ 3,500.00  |
| SD-20                                                                             | Remove and Replace Concrete Step                                             | LS  | 1     | \$ 570.00              | \$ 570.00    | \$ 800.00                        | \$ 800.00    | \$ 1,075.00                   | \$ 1,075.00  |
| SD-21                                                                             | Remove and Replace Concrete Curb and Gutter (Hand Form at<br>Trees)          | LF  | 120   | \$ 32.50               | \$ 3,900.00  | \$ 32.00                         | \$ 3,840.00  | \$ 31.00                      | \$ 3,720.00  |
| <b>SPECIAL CONSTRUCTION</b>                                                       |                                                                              |     |       |                        |              |                                  |              |                               |              |
| SC-01                                                                             | Pipe Foundation Stabilization                                                | CY  | 200   | \$ 0.01                | \$ 2.00      | \$ 10.00                         | \$ 2,000.00  | \$ 30.00                      | \$ 6,000.00  |
| SC-02                                                                             | Polystyrene Insulation Board                                                 | LF  | 200   | \$ 5.00                | \$ 1,000.00  | \$ 6.00                          | \$ 1,200.00  | \$ 8.00                       | \$ 1,600.00  |
| SC-03                                                                             | Inlet Protection                                                             | EA  | 54    | \$ 55.00               | \$ 2,970.00  | \$ 90.00                         | \$ 4,860.00  | \$ 44.00                      | \$ 2,376.00  |
| SC-04                                                                             | Aggregate Slurry Backfill                                                    | CY  | 10    | \$ 58.00               | \$ 580.00    | \$ 100.00                        | \$ 1,000.00  | \$ 120.00                     | \$ 1,200.00  |
| SC-05                                                                             | Asphalt Patch (Cold or Hot Mix) George St.                                   | LS  | 1     | \$ 1,623.00            | \$ 1,623.00  | \$ 1,100.00                      | \$ 1,100.00  | \$ 1,000.00                   | \$ 1,000.00  |
| SC-06                                                                             | Asphalt Patch (Cold or Hot Mix) Ridgeway Blvd.                               | LS  | 1     | \$ 5,900.00            | \$ 5,900.00  | \$ 2,200.00                      | \$ 2,200.00  | \$ 1,500.00                   | \$ 1,500.00  |
| SC-07                                                                             | Traffic Control Including Flaggers (George St.)                              | LS  | 1     | \$ 2,242.00            | \$ 2,242.00  | \$ 3,300.00                      | \$ 3,300.00  | \$ 2,700.00                   | \$ 2,700.00  |
| SC-08                                                                             | Traffic Control (Ridgeway Blvd.)                                             | LS  | 1     | \$ 1,528.00            | \$ 1,528.00  | \$ 1,900.00                      | \$ 1,900.00  | \$ 1,500.00                   | \$ 1,500.00  |
| SC-9                                                                              | Traffic Control (Detour Route Ridgeway Blvd.)                                | LS  | 1     | \$ 6,308.00            | \$ 6,308.00  | \$ 7,800.00                      | \$ 7,800.00  | \$ 6,190.00                   | \$ 6,190.00  |
| SC-10                                                                             | Traffic Control (Temporary Traffic Signals George St.)                       | LS  | 1     | \$ 3,160.00            | \$ 3,160.00  | \$ 3,900.00                      | \$ 3,900.00  | \$ 3,100.00                   | \$ 3,100.00  |
| SC-11                                                                             | Tracking Pad                                                                 | EA  | 2     | \$ 760.00              | \$ 1,520.00  | \$ 800.00                        | \$ 1,600.00  | \$ 1,000.00                   | \$ 2,000.00  |
|                                                                                   |                                                                              |     |       | <b>\$ 1,223,920.60</b> |              | <b>\$ 1,278,605.00</b>           |              | <b>\$ 1,298,297.75</b>        |              |



## City of De Pere, Wisconsin

**Request For Common Council Action**


---

**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Recommendation of the Board of Public Works to Award Project 17-03 Sewer Lining-CIPP to Insituform Technologies USA, Inc. in the Amount of \$266,742.80.

---

**The Board of Public Works at the March 13, 2017 meeting approved the bid from Insituform Technologies USA, Inc. in the amount of \$266,742.80 for Project 17-03 Sewer Lining-CIPP.**

The Engineering Department received bids on Project 17-03 Pipe Lining - CIPP on March 2, 2017. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. The bids received are as follows:

| <b>Contractor</b>                 | <b>Amount</b> |
|-----------------------------------|---------------|
| Insituform Technologies USA, Inc. | \$266,742.80  |
| Hydro-Klean                       | \$271,370.40  |
| Visu-Sewer, Inc.                  | \$278,081.25  |
| McCanns Underground               | \$313,206.00  |

There were issues that occurred with bidding this project. Bids were received late from Insituform Technologies USA, Inc. and McCanns Underground. Both bids were sent overnight priority shipping via FedEx. Due to FedEx shipping the bids to Memphis, Tennessee, the bids were received after the bid opening. Based on information received from FedEx, and that Insituform Technologies USA, Inc. and McCanns Underground did not have access to the bid after the bid opening to modify their bid, the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The budgeted amount from the capital improvement budget is \$290,000. Funding will be from the sewage revenue fund.

**ATTACHMENTS:**

- Mayor&BPW-Insituform-McCanns Sewer Lining Bids3-13-17-162-004-02 (PDF)
- 17-03 Bid Tab(PDF)

## CITY OF DE PERE

## MEMO

To: Michael J. Walsh, Mayor  
 Board of Public Works Members  
 From: Judith Schmidt-Lehman, City Attorney  
 RE: Project 17-03; Sewer Lining-CIPP  
 Date: March 13, 2017

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, March 2, 2017. Bids from Hydro-Klean and Visu-Sewer were received prior to the bid opening time. FedEx's delivery of the bid document packages for McCann's Rooter Sewer & Drain (d/b/a McCann's Underground) and Insituform Technologies USA, LLC were delayed (although the packages originated from different shipping locations) because both shipments were routed through a FedEx Location in Memphis, Tennessee while in transit to the City's Municipal Service Center. Attached are copies of the FedEx document tracking for each late bid. As you can see, both packages were delivered the day after they were due.

Both bid packages were accepted, pending legal review of the authority of the City to accept a late bid under the above circumstances.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that either McCann's or Insituform bids have an unfair advantage over the other bids on the project. FedEx logs show that the bid documents were in the sole custody of FedEx from 1:43 PM (Insituform) and 3:12 PM (McCann's) on March 1, 2017 until the City took custody of the documents on March 3, 2017. As such, neither bidder was in a position to obtain information on the other bids before completing its bid. Further, accepting these bids will not result in giving either bidder an unfair advantage or foster fraud. It will, however, provide additional bids on the project which fosters competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bids and evaluate them with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:amz

H:\azills\Memos\2017\Mayor & BPW-Insituform-McCanns Sewer Lining Bids-3-13-17-162-004-02.docx

3/2017

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Wed 3/01/2017

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Signed for by: P.DAVIS

Actual delivery:

Fri 3/03/2017 10:24 am

DE PERE, WI US

## Travel History

| ▲ Date/Time           | Activity                                                        | Location      |
|-----------------------|-----------------------------------------------------------------|---------------|
| 3/03/2017 - Friday    |                                                                 |               |
| 10:24 am              | Delivered                                                       | DE PERE, WI   |
| 8:44 am               | On FedEx vehicle for delivery                                   | GREEN BAY, WI |
| 7:25 am               | At local FedEx facility                                         | GREEN BAY, WI |
| 3/02/2017 - Thursday  |                                                                 |               |
| 5:58 pm               | At local FedEx facility                                         | GREEN BAY, WI |
| 5:26 pm               | Delivery exception<br>Customer not available or business closed | GREEN BAY, WI |
| 1:52 pm               | On FedEx vehicle for delivery                                   | GREEN BAY, WI |
| 1:39 pm               | At local FedEx facility                                         | GREEN BAY, WI |
| 12:02 pm              | At destination sort facility                                    | APPLETON, WI  |
| 3:54 am               | Departed FedEx location                                         | MEMPHIS, TN   |
| 3/01/2017 - Wednesday |                                                                 |               |
| 11:59 pm              | Arrived at FedEx location                                       | MEMPHIS, TN   |
| 9:00 pm               | Left FedEx origin facility                                      | MADISON, WI   |
| 3:12 pm               | Picked up                                                       | MADISON, WI   |
| 2:51 pm               | Shipment information sent to FedEx                              |               |

## Shipment Facts

|                          |                               |                       |                          |
|--------------------------|-------------------------------|-----------------------|--------------------------|
| Tracking number          | 785769407944                  | Service               | FedEx Priority Overnight |
| Weight                   | 0.5 lbs / 0.23 kgs            | Delivered To          | Receptionist/Front Desk  |
| Total pieces             | 1                             | Total shipment weight | 0.5 lbs / 0.23 kgs       |
| Terms                    | Shipper                       | Invoice number        | PKG ID: 68801            |
| Shipper reference        | McCann's Rooter Sewer & Drain | Packaging             | FedEx Envelope           |
| Special handling section | Deliver Weekday               | Standard transit      | 3/02/2017 by 10:30 am    |



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Ship date:

Wed 3/01/2017

Actual delivery:

Fri 3/03/2017 10:24 am

Insituform Technologies USA, LLC  
 Mitchell Hoeft  
 4080 Idaho Ave N.  
 CRYSTAL, MN US 55427  
 651 253-0236

Delivered

Signed for by: P.DAVIS

City of De Pere  
 Municipal Service Center  
 925 South Sixth Street  
 DE PERE, WI US 54115  
 651 253-0236

## Travel History

| Date/Time               | Activity                                                        | Location        |
|-------------------------|-----------------------------------------------------------------|-----------------|
| - 3/03/2017 - Friday    |                                                                 |                 |
| 10:24 am                | Delivered                                                       | DE PERE, WI     |
| 8:44 am                 | On FedEx vehicle for delivery                                   | GREEN BAY, WI   |
| 7:25 am                 | At local FedEx facility                                         | GREEN BAY, WI   |
| - 3/02/2017 - Thursday  |                                                                 |                 |
| 5:58 pm                 | At local FedEx facility                                         | GREEN BAY, WI   |
| 5:26 pm                 | Delivery exception<br>Customer not available or business closed | GREEN BAY, WI   |
| 1:52 pm                 | On FedEx vehicle for delivery                                   | GREEN BAY, WI   |
| 1:26 pm                 | At local FedEx facility                                         | GREEN BAY, WI   |
| 12:02 pm                | At destination sort facility                                    | APPLETON, WI    |
| 4:13 am                 | Departed FedEx location                                         | MEMPHIS, TN     |
| - 3/01/2017 - Wednesday |                                                                 |                 |
| 11:34 pm                | Arrived at FedEx location                                       | MEMPHIS, TN     |
| 7:30 pm                 | Left FedEx origin facility                                      | MAPLE GROVE, MN |
| 6:39 pm                 | Picked up                                                       | MAPLE GROVE, MN |
| 1:43 pm                 | Picked up                                                       | PLYMOUTH, MN    |
|                         | Tendered at FedEx Office                                        |                 |
| - 2/27/2017 - Monday    |                                                                 |                 |
| 3:29 pm                 | Shipment information sent to FedEx                              |                 |

## Shipment Facts

|                                         |                         |                          |                          |
|-----------------------------------------|-------------------------|--------------------------|--------------------------|
| Tracking number                         | 778526515614            | Service                  | FedEx Priority Overnight |
| Weight                                  | 0.5 lbs / 0.23 kgs      | Delivery attempts        | 2                        |
| Delivered To                            | Receptionist/Front Desk | Total pieces             | 1                        |
| Total shipment weight                   | 0.5 lbs / 0.23 kgs      | Terms                    | Not Available            |
| Packaging                               | FedEx Envelope          | Special handling section | Deliver Weekday          |
| Customer exception request number (CER) | 0302761126              | Standard transit         | 3/02/2017 by 10:30 am    |



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## BID TAB



|  |                                                        |      |      | BIDDER NO. 1                   |               | BIDDER NO. 2  |               | BIDDER NO. 3  |               | BIDDER NO. 4           |               |
|-----------------------------------------------------------------------------------|--------------------------------------------------------|------|------|--------------------------------|---------------|---------------|---------------|---------------|---------------|------------------------|---------------|
|                                                                                   |                                                        |      |      | INSITUFORM<br>TECHNOLOGIES USA |               | HYDRO-KLEAN   |               | VISU-SEWER    |               | MCCANNS<br>UNDERGROUND |               |
| ITEM                                                                              | DESCRIPTION                                            | UNIT | QTY  | UNIT<br>PRICE                  | AMOUNT<br>BID | UNIT<br>PRICE | AMOUNT<br>BID | UNIT<br>PRICE | AMOUNT<br>BID | UNIT<br>PRICE          | AMOUNT<br>BID |
| SP-01                                                                             | 8-Inch CIPP – East and West Vista Circle               | LF   | 2727 | \$ 21.30                       | \$ 58,085.10  | \$ 20.40      | \$ 55,630.80  | \$ 21.75      | \$ 59,312.25  | \$ 24.00               | \$ 65,448.00  |
| SP-02                                                                             | 8-Inch CIPP – Helena Street                            | LF   | 1137 | \$ 21.40                       | \$ 24,331.80  | \$ 20.40      | \$ 23,194.80  | \$ 21.75      | \$ 24,729.75  | \$ 24.00               | \$ 27,288.00  |
| SP-03                                                                             | 8-Inch CIPP – Fay Court                                | LF   | 680  | \$ 21.90                       | \$ 14,892.00  | \$ 20.40      | \$ 13,872.00  | \$ 21.75      | \$ 14,790.00  | \$ 24.00               | \$ 16,320.00  |
| SP-04                                                                             | 8-Inch CIPP – Westwood Drive                           | LF   | 770  | \$ 19.30                       | \$ 14,861.00  | \$ 20.40      | \$ 15,708.00  | \$ 21.75      | \$ 16,747.50  | \$ 24.00               | \$ 18,480.00  |
| SP-05                                                                             | 8-Inch CIPP – Willard Terrace                          | LF   | 598  | \$ 19.20                       | \$ 11,481.60  | \$ 20.40      | \$ 12,199.20  | \$ 21.75      | \$ 13,006.50  | \$ 24.00               | \$ 14,352.00  |
| SP-06                                                                             | 8-Inch CIPP – Voelker Street                           | LF   | 649  | \$ 21.50                       | \$ 13,953.50  | \$ 20.40      | \$ 13,239.60  | \$ 21.75      | \$ 14,115.75  | \$ 24.00               | \$ 15,576.00  |
| SP-07                                                                             | 8-Inch CIPP – Easement (Nob Hill Lane to Colony Drive) | LF   | 1237 | \$ 19.40                       | \$ 23,997.80  | \$ 20.40      | \$ 25,234.80  | \$ 21.75      | \$ 26,904.75  | \$ 24.00               | \$ 29,688.00  |
| SP-08                                                                             | 8-Inch CIPP – Bruss Street                             | LF   | 725  | \$ 21.40                       | \$ 15,515.00  | \$ 20.40      | \$ 14,790.00  | \$ 21.75      | \$ 15,768.75  | \$ 24.00               | \$ 17,400.00  |
| SP-09                                                                             | 8-Inch CIPP – Mt Olivet Drive                          | LF   | 453  | \$ 24.90                       | \$ 11,279.70  | \$ 20.40      | \$ 9,241.20   | \$ 21.75      | \$ 9,852.75   | \$ 24.00               | \$ 10,872.00  |
| SP-10                                                                             | 8-Inch CIPP – Rebman Street                            | LF   | 592  | \$ 18.80                       | \$ 11,129.60  | \$ 20.40      | \$ 12,076.80  | \$ 21.75      | \$ 12,876.00  | \$ 24.00               | \$ 14,208.00  |
| SP-11                                                                             | 12-Inch CIPP – Helena Street                           | LF   | 1165 | \$ 28.90                       | \$ 33,668.50  | \$ 29.50      | \$ 34,367.50  | \$ 30.90      | \$ 35,998.50  | \$ 35.00               | \$ 40,775.00  |
| SP-12                                                                             | 15-Inch CIPP – Fox River Trail                         | LF   | 751  | \$ 41.70                       | \$ 31,316.70  | \$ 40.70      | \$ 30,565.70  | \$ 41.25      | \$ 30,978.75  | \$ 49.00               | \$ 36,799.00  |
| SP-13                                                                             | Televising Sanitary Sewer Laterals                     | EA   | 15   | \$ 148.70                      | \$ 2,230.50   | \$ 750.00     | \$ 11,250.00  | \$ 200.00     | \$ 3,000.00   | \$ 400.00              | \$ 6,000.00   |
|                                                                                   |                                                        |      |      |                                |               |               |               |               |               |                        |               |
|                                                                                   | TOTAL BID                                              |      |      |                                | \$ 266,742.80 |               | \$ 271,370.40 |               | \$ 278,081.25 |                        | \$ 313,206.00 |

## City of De Pere, Wisconsin

**Request For Common Council Action**


---

**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Recommendation of the Board of Public Works to Award Project 17-15 Sewer Cleaning and Televising to Speedy Clean Drain and Sewer in the Amount of \$40,800.00.

---

The Board of Public Works at the March 13, 2017 meeting approved the bid from Speedy Clean Drain and Sewer in the amount of \$40,800.00 for Project 17-15 Sewer Cleaning and Televising.

The Engineering Department received bids on Project 17-15 Sewer Cleaning and Televising on March 2, 2017. The project includes cleaning and televising of sewers. The bids received are as follows:

| <b>Contractor</b>               | <b>Amount</b> |
|---------------------------------|---------------|
| Speedy Clean Drain and Sewer    | \$40,800.00   |
| PLC Water Jetting Service, Inc. | \$43,140.00   |
| Northern Pipe                   | \$44,947.50   |
| Great Lakes TV Seal, Inc.       | \$53,010.00   |
| Green Bay Pipe and TV, LLC      | \$54,942.50   |
| Michels Corporation             | \$342,717.50  |

The budgeted amount for the project from the capital improvement fund is \$45,000. Funding will be \$43,000 from the storm water utility fund and \$2,000 from the sewage revenue fund.

**ATTACHMENTS:**

- 17-15 Bid Tab(PDF)



# PROJECT 17-15 SEWER CLEANING AND TELEVISING

## BID TAB



|       |                                                 |      |        | BIDDER NO. 1                    |               | BIDDER NO. 2                         |               | BIDDER NO. 3  |               | BIDDER NO. 4                |               | BIDDER NO. 5                  |               | BIDDER NO. 6           |               |
|-------|-------------------------------------------------|------|--------|---------------------------------|---------------|--------------------------------------|---------------|---------------|---------------|-----------------------------|---------------|-------------------------------|---------------|------------------------|---------------|
|       |                                                 |      |        | SPEEDY CLEAN<br>DRAIN AND SEWER |               | PLC WATER<br>JETTING SERVICE,<br>INC |               | NORTHERN PIPE |               | GREAT LAKES TV<br>SEAL, INC |               | GREEN BAY PIPE<br>AND TV, LLC |               | MICHELS<br>CORPORATION |               |
| ITEM  | DESCRIPTION                                     | UNIT | QTY    | UNIT<br>PRICE                   | AMOUNT<br>BID | UNIT<br>PRICE                        | AMOUNT<br>BID | UNIT<br>PRICE | AMOUNT<br>BID | UNIT<br>PRICE               | AMOUNT<br>BID | UNIT<br>PRICE                 | AMOUNT<br>BID | UNIT<br>PRICE          | AMOUNT<br>BID |
| SP-01 | Storm Sewer Cleaning (8-27 Inch)                | LF   | 38,500 | \$ 0.35                         | \$ 13,475.00  | \$ 0.43                              | \$ 16,555.00  | \$ 0.43       | \$ 16,555.00  | \$ 0.39                     | \$ 15,015.00  | \$ 0.45                       | \$ 17,325.00  | \$ 1.50                | \$ 57,750.00  |
| SP-02 | Storm Sewer Cleaning (30-48 Inch)               | LF   | 8,250  | \$ 0.35                         | \$ 2,887.50   | \$ 0.43                              | \$ 3,547.50   | \$ 0.45       | \$ 3,712.50   | \$ 0.39                     | \$ 3,217.50   | \$ 0.50                       | \$ 4,125.00   | \$ 2.80                | \$ 23,100.00  |
| SP-03 | Storm Sewer Cleaning (54 Inch and Larger)       | LF   | 2,250  | \$ 0.35                         | \$ 787.50     | \$ 0.43                              | \$ 967.50     | \$ 0.48       | \$ 1,080.00   | \$ 0.39                     | \$ 877.50     | \$ 0.58                       | \$ 1,305.00   | \$ 8.00                | \$ 18,000.00  |
| SP-04 | Storm Sewer Heavy Cleaning (8-27 Inch)          | LF   | 15,000 | \$ 0.35                         | \$ 5,250.00   | \$ -                                 | \$ -          | \$ 0.10       | \$ 1,500.00   | \$ 0.85                     | \$ 12,750.00  | \$ 0.42                       | \$ 6,300.00   | \$ 5.75                | \$ 86,250.00  |
| SP-05 | Storm Sewer Heavy Cleaning (30-48 Inch)         | LF   | 2,000  | \$ 0.35                         | \$ 700.00     | \$ -                                 | \$ -          | \$ 0.50       | \$ 1,000.00   | \$ 0.95                     | \$ 1,900.00   | \$ 0.47                       | \$ 940.00     | \$ 19.00               | \$ 38,000.00  |
| SP-06 | Storm Sewer Heavy Cleaning (54 Inch and Larger) | LF   | 1,000  | \$ 0.35                         | \$ 350.00     | \$ -                                 | \$ -          | \$ 0.50       | \$ 500.00     | \$ 1.10                     | \$ 1,100.00   | \$ 0.55                       | \$ 550.00     | \$ 42.00               | \$ 42,000.00  |
| SP-07 | Storm Sewer Televising (8-27 Inch)              | LF   | 38,500 | \$ 0.35                         | \$ 13,475.00  | \$ 0.43                              | \$ 16,555.00  | \$ 0.40       | \$ 15,400.00  | \$ 0.35                     | \$ 13,475.00  | \$ 0.48                       | \$ 18,480.00  | \$ 1.00                | \$ 38,500.00  |
| SP-08 | Storm Sewer Televising (30-48 Inch)             | LF   | 8,250  | \$ 0.35                         | \$ 2,887.50   | \$ 0.43                              | \$ 3,547.50   | \$ 0.40       | \$ 3,300.00   | \$ 0.35                     | \$ 2,887.50   | \$ 0.49                       | \$ 4,042.50   | \$ 1.90                | \$ 15,675.00  |
| SP-09 | Storm Sewer Televising (54 Inch and Larger)     | LF   | 2,250  | \$ 0.35                         | \$ 787.50     | \$ 0.43                              | \$ 967.50     | \$ 0.40       | \$ 900.00     | \$ 0.35                     | \$ 787.50     | \$ 0.50                       | \$ 1,125.00   | \$ 5.25                | \$ 11,812.50  |
| SP-10 | Sewer Pipe Root Cutting (8 Inch and Larger)     | LF   | 1,000  | \$ 0.15                         | \$ 150.00     | \$ 0.50                              | \$ 500.00     | \$ 0.50       | \$ 500.00     | \$ 0.75                     | \$ 750.00     | \$ 0.50                       | \$ 500.00     | \$ 5.13                | \$ 5,130.00   |
| SP-11 | Removal Mineral Deposits                        | LF   | 500    | \$ 0.10                         | \$ 50.00      | \$ 1.00                              | \$ 500.00     | \$ 1.00       | \$ 500.00     | \$ 0.50                     | \$ 250.00     | \$ 0.50                       | \$ 250.00     | \$ 13.00               | \$ 6,500.00   |
|       |                                                 |      |        |                                 | \$ 40,800.00  |                                      | \$ 43,140.00  |               | \$ 44,947.50  |                             | \$ 53,010.00  |                               | \$ 54,942.50  |                        | \$ 342,717.50 |

Attachment: 17-15 Bid Tab (5638 : BOPW Recommendation to Award Project 17-15 Sewer Cleaning and

## City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Fire Department

**FROM:** Lea Taylor

**SUBJECT:** Resolution #17-18, Authorizing Addendum to Service Agreement for Professional Services Between the City of De Pere and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (Emergency Medical Service Third Party Collection Services)

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**ATTACHMENTS:**

- Reso17-18 (DOCX)
- Exhibit A LifeQuest Addendum2-17-117-002-16-redacted (PDF)
- COLLECTIONS AGREEMENT CHANGE (PDF)

## RESOLUTION #17-18

AUTHORIZING ADDENDUM TO SERVICE AGREEMENT FOR  
PROFESSIONAL SERVICES BETWEEN THE CITY OF DE PERE AND  
LIFE LINE BILLING SYSTEMS, LLC, D/B/A LIFEQUEST SERVICES  
(Emergency Medical Service Third Party Collection Services)

WHEREAS, the City is interested in contracting with a new service provider for third party collection services for its delinquent emergency medical service billings; and

WHEREAS, Life Line Billing Systems, LLC, d/b/a LifeQuest Services, currently provides user fee billing services for the City and has available and offers to provide personnel and equipment necessary for the collection of delinquent billings by adding third party collection services to its current Agreement with the City, becoming a total service billing and collection subcontractor.

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Addendum to the Service Agreement as is attached hereto as Exhibit A.

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 21st day of March, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_



Billing for De Pere Fire Rescue

## ADDENDUM TO THE SERVICE AGREEMENT

This ADDENDUM ("Addendum") is to the Service Agreement ("Agreement") which was entered into the Twenty-ninth (29th) day of August, 2016, ("Effective Date") by and between the City of De Pere ("Service Provider") and Life Line Billing Systems, LLC., d/b/a LifeQuest Services ("Agency") the Parties entering into this Addendum to that Agreement for the sole purpose of adding third party collection phases to become effective on the last date this Addendum to the Service Agreement is signed by the Agency.

**Section 1.** The following shall be added to the original Agreement by this Addendum as if fully set forth therein pursuant to Article 9, Section 9.8 and shall take precedence over any conflicting provision of the Agreement.

### **Article 1 Recitals**

Paragraph **1.3** is hereby amended to read: **Account Status.** Agency provides billing services for Service Provider on Patient Accounts and other services as provided in this Agreement.

### **Article 2 Definitions**

Paragraph **2.1.3** is hereby amended to read: "Default Accounts" means Patient Accounts that are delinquent and considered in default by the Service Provider.

Paragraph **2.1.7** "Fair Debt Collection Practices Act" means 15 U.S.C. § 1692-1692p, as amended.

Paragraph **2.1.8** "Phase Two" means in accordance with the Fair Debt Collection Practices Act, the Debtors will receive a validation of debt notice on their delinquent account. After the 30 day validation period multiple attempts are made by telephone and written correspondence to contact the debtor and collect payment. If the debtor cannot pay in full the Agency tries to establish a payment plan. The agency sets up the maximum payment the patient can afford within the guidelines set forth by the Service Provider.

If the Agency is unable to locate the debtor the Agency will periodically perform skip tracing in order to locate the debtor and obtain payment. The Agency will attempt to resolve any insurance issues that may still exist based on information obtained from the Debtor.

If the debt has not been collected after 90 days, unless some other timeframe is mutually agreed to by the parties, the account is moved to Phase Three.

Paragraph 2.1.9 "Phase Three" means at this point in the collections process Agency will report the Patient's credit report with a bad debt notice.

Patient Accounts that are not paid in the first two Phases are sent a request for payment letter. Additional attempts via correspondence and phone calls are made until either the debt is collected or we have reached statute of limitations to collect the debt. Agency will also attempt other direct contacts with the Patient.

If requested by the Service Provider, Agency will assemble information needed for the Service Provider to start legal proceedings against Patients whose accounts are still delinquent. The determination whether to bring suit against the Patient is solely the decision of the Service Provider and initiated by the Service Provider.

Throughout the Collection Procedures the Agency continues to trace and skip-trace Patients that we have been unable to locate as well as resolve any insurance problems that might still exist for Patients. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.

#### **Article 4** **Obligations of Service Provider**

**4.6 Compliance with Fair Debt Collection Practices Act.** Service Provider shall comply with the Fair Debt Collection Practices Act and any other federal or state law or regulation pertaining to collection of Patient Accounts in default.

#### **Article 6** **Fees**

**6.1 Fees.** Service Provider shall pay Agency the fees set forth in this Article ("Fees").

**6.1.1 Phase One.** [REDACTED] % of the Patient Accounts collected in Phase One ("Phase One").

**6.1.2 Phase Two.** [REDACTED] % of the Patient Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto ("Phase Two").

**6.1.3 Phase Three.** [REDACTED] % of the Patient Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference ("Phase Three").

**6.1.4 Additional Services.** If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge therefore from Service Provider.

**Section 2.** The following shall be removed from the original Agreement by this Addendum as if fully set forth therein pursuant to Article 9, Section 9.8 and shall take precedence over any conflicting provision of the Agreement.

## **Article 6**

### **Fees**

**6.1. Fees.** Service Provider shall pay Agency the fees set forth in this Article ("Fees")

**6.1.1 Phase One.** [REDACTED] % of the Customer Accounts collected. ("Phase One")

**6.1.2 Additional Services.** If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge therefore from Service Provider.

**Section 3.** All other terms and conditions of the Agreement shall remain in full force and effect and unchanged by this Addendum.

Agency:  
Life Line Billing Systems, LLC, d/b/a  
LifeQuest Services  
a Delaware limited liability company

Service Provider:  
City of De Pere  
a Wisconsin municipal corporation

\_\_\_\_\_  
By: Michael J. Finn  
Its: CEO  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Michael J. Walsh  
Its: Mayor  
Dated: \_\_\_\_\_



# Memo



**To:** Honorable Mayor Michael Walsh  
Members of the Common

**From:** Alan Matzke, Fire Chief *A.E.M.*

**Date:** March 6, 2017

**Re:** Request to Consider Change in Collection Agreement

On August 20, 2013, the City Council approved an agreement with EMS Medical Billing Associates, LLC for emergency medical services (EMS) user fee billing services. The agreement provided that either the EMS Billing Group or the City would subcontract for bill collection services. The City of De Pere entered into an agreement with Americollect, Inc., on February 26, 2015 to pursue collections on all delinquent claims turned over to Americollect, Inc. from EMS Medical Billing Associates, LLC.

On August 24, 2016, the City Council approved an agreement with Life Line Billing Systems, LLC and terminated its agreement with EMS Medical Billing Associates, LLC. Life Line Billing Systems, LLC offers the service of collections of delinquent claims and has proposed a service fee less than that charged by our current provider. They further claim improved customer service and communication as they propose executing both cycles of the billing and collection process.

I have attached the data provided by Americollect, Inc. for the entire history of the agreement.

I believe that Americollect, Inc. has been a quality subcontractor for the City of De Pere and I have no issue with the service they have provided. Life Line Billing Systems, LLC has been a positive change with regards to (EMS) user fee billing services and I believe they can be competitive as a total service billing and collection subcontractor; therefore, I am asking for approval to accept their proposal and to provide the requisite 30 days' notice of termination of agreement to Americollect, Inc.

Thank you for consideration, and I am always available for questions or additional information.

## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Resolution #17-19, Authorizing Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. d/b/a Davies Water/Ferguson Waterworks (2017 Leak Detection Survey)

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**The Board of Public Works at the March 13, 2017 meeting approved the quote from Ferguson Waterworks Services to perform the water leak detection survey in the amount of \$ 25,205.00. Ferguson Waterworks Services has performed leak detection services for the City in the past. The funding for this project was approved under the 2017 water utility budget under capital projects in the amount of \$30,000.**

The City currently is experiencing approximately a 13% water loss per the 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 2015 which found 17 leaks for an estimated loss of 49 gallons per minute. Estimated annual savings once leaks were repaired was \$107,653.39.

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 intended to do the same. Therefore, the City bid this project as a joint project with Bellevue. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited eight (8) companies for proposals and has received (See attached proposals received) the following quotes for performing the leak detection survey:

|                                                   |                |
|---------------------------------------------------|----------------|
| Ferguson Waterworks Services, Appleton, WI        | = \$ 25,205.00 |
| Westrum Leak Detection, Stratford, IA             | = \$ 32,750.00 |
| Utility Service Associates, Kalispell, MT         | = \$ 38,001.00 |
| ME Simpson Company, Waukegan, IL                  | = \$ 47,709.86 |
| AECOM, Milwaukee, WI                              | = No Bid       |
| Water Leak Locators, Platteville, WI              | = No Bid       |
| Water Conservation Services, Inc., Lino Lakes, MN | = No Bid       |
| American Leak Detection, Sussex, WI               | = No Bid       |

If you should have any questions or concerns regarding this matter, feel free to contact my office.

**ATTACHMENTS:**

- Reso17-19 (DOCX)
- Ferguson Consulting Agreement (leak detection) 3-17-189-004-15 (PDF)
- Exhibit A -2017 Leak Detection RFP (PDF)

- Exhibit B-Ferguson Waterworks Services Proposal 2-22-17 (PDF)
- 2017 Leak Detection Proposal Amounts 03-02-17 (XLSX)



## RESOLUTION #17-19

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DE PERE AND FERGUSON ENTERPRISES, INC.  
d/b/a DAVIES WATER/FERGUSON WATERWORKS  
(2017 Leak Detection Survey)

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

WHEREAS, Ferguson Enterprises, Inc., d/b/a Davis Water/Ferguson Waterworks has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy City Clerk are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Ferguson Enterprises, Inc. d/b/a Davies Water/Ferguson Waterworks, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21<sup>st</sup> day of March, 2015.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

Ayes:\_\_\_\_\_

Nays:\_\_\_\_\_

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
CITY OF DE PERE AND FERGUSON ENTERPRISES, INC.  
d/b/a DAVIES WATER/FERGUSON WATERWORKS  
(2017 Leak Detection Survey)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of De Pere, Wisconsin, ("City"), and Ferguson Enterprises, Inc., d/b/a Davies Water/Ferguson Waterworks, a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

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

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the City Request for Proposals dated February 6, 2017 (Exhibit A) and Consultant's Proposal thereto dated February 22, 2015 (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. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform the leak detection survey tasks described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

**III. SCOPE OF CITY SERVICES**

City shall provide the Consultant with information and items as described in Exhibit A.

#### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

#### V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

#### VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm, or create a risk of significant harm to the public.



## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by September 15, 2105. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

## VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept the compensation set forth in Exhibit B. Consultant shall provide a detailed invoice based upon work completed to City's Water Utility following Consultant's provision of the final report showing the results of the leak detection survey. Payment to the Consultant is due upon receipt of invoice by the City.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

## X. NON-DISCRIMINATION

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

## XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general liability policy for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

## XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

#### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor 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 by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

#### XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.



In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

## XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere  
Attention: City Clerk-Treasurer  
335 South Broadway Street  
De Pere, WI 54115

With a copy to:

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

If to Consultant:

Davies Water/Ferguson Waterworks  
 Attention: John Paalman  
 5350 North Richmond Street  
 Appleton, WI 54913

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

**FERGUSON ENTERPRISES, INC.  
 d/b/a DAVIES WATER/FERGUSON  
 WATERWORKS**

By:

**CITY OF DE PERE**

By:

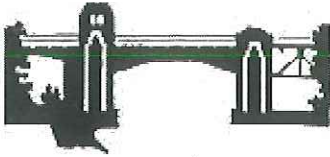
\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Michael J. Walsh, Mayor

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Carey Danen, Deputy City Clerk

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# 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](http://www.de-pere.org)

February 6, 2017

**RE: Request for Proposals  
2017 Leak Detection Survey**

The Village of Bellevue and City of De Pere are requesting a proposal from your firm to perform a comprehensive leak detection survey for the water distribution system in each community. The work under this proposal includes the labor and equipment to undertake the leak detection survey for each community to pinpoint any and all leaks on the water mains, valves, hydrants, service boxes, and services of the distribution system listed for each community under "system description".

## Village of Bellevue System Description

| Watermain<br>Material Type | Feet           |
|----------------------------|----------------|
| PVC                        | 306,240        |
| Metal & Asbestos           | 101,376        |
| <b>TOTAL=</b>              | <b>407,616</b> |

## 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          |                    |                |
| <b>TOTAL=</b>      | <b>632,531</b> | <b>TOTAL=</b>      | <b>632,531</b> |



### 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 15, 2017.

**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 "2017 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 2, 2017.

The Village of Bellevue and City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council or Village Boards deems most favorable to the best interest of their community;

If you have any questions regarding Village of Bellevue's water distribution system or leak detection survey please call Bill Balke at (920) 593-5507.

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](mailto:sthoresen@mail.de-pere.org).

Sincerely,

**DEPARTMENT OF PUBLIC WORKS**

Scott Thoresen, P.E.  
Director of Public Works



## Village of Bellevue Water Utility 2017 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Bellevue Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Bellevue's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey: \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: \_\_\_\_\_ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Title

Estimated Start Date: \_\_\_\_\_

Estimated Work Days to Complete: \_\_\_\_\_

## City of De Pere Water Utility 2017 Leak Detection Survey Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

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

Lump Sum Price for Leak Detection Survey: \$ \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

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

representative of: \_\_\_\_\_ and that  
the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has



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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Title

Estimated Start Date: \_\_\_\_\_

Estimated Work Days to Complete: \_\_\_\_\_

**AGREEMENT FOR SERVICES BETWEEN THE  
CITY OF DE PERE AND (CONSULTANT NAME)  
(Project Name)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016,  
by and between the City of De Pere, Wisconsin, ("City"), and \_\_\_\_\_  
\_\_\_\_\_("Consultant").

WITNESSETH

WHEREAS, the City is in need of \_\_\_\_\_ (project description)  
\_\_\_\_\_; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities  
necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the \_\_\_\_ (date) \_\_\_\_ City Request for Proposals (Exhibit A) and  
Consultants Proposal thereto dated \_\_\_\_ (date) \_\_\_\_ (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.

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. 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 items such as existing plans, standard  
specifications, and other information concerning the project that may be applicable in the  
design of 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 including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

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

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

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

#### VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or 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 at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31<sup>st</sup> day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

## X. NON-DISCRIMINATION

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

## XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than



\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

## XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

## XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

#### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor 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 by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

#### XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.



The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

#### XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

#### XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:



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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE



## Leak Detection Survey Proposal

### Depere & Bellevue, WI

2/22/17

#### A. Scope

Services to be provided for the project are as follows:

1. Conduct a leak detection and location survey with **sonic detection equipment, noise data loggers and computer correlation equipment** on the entire water distribution system. The survey will be conducted utilizing the following two methods:
  - a. For metal water mains. Physical contact will be made with the system at exposed valves and fire hydrants and Services. **All marked and accessible contact points.**
  - b. For plastic and AC water mains. Physical contact will be made with the system at exposed valves, the top curb stop boxes, and fire hydrants. **All marked and accessible contact points.**
2. After the initial sonic leak survey of a portion of the system is completed, indications of leaks will be verified a second time, after which leaks will be located with a computer programmed leak correlator and noise data loggers
3. This survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours in areas of high traffic volume.

Leak Survey – Depere & Bellevue WI  
Davies Services  
Page 2

4. A daily report of any leaks will be provided. Hydrant leaks will need to be fixed in a timely manner so areas may be rechecked for underlying leaks.
5. Prepare a final report with the results of our findings. The final report will contain recommendations for future work based on the results of this survey. An estimated water loss will be given this will be based on experience, type of leak and pressure of main.  
**Note.** GPM is an estimate only.

**B. Client's Responsibilities Apply for all Scopes of work.**

Client, at its expense, shall provide Davies Services the following information and assistance in a timely manner so as not to delay the project.

1. All available street maps, water distribution system maps, available plans of existing facilities, and similar information which may be required for the project.
2. Clearly mark and provide access to valves and curb stops by uncovering and cleaning valves and curb boxes where required prior to initiation of field activities.

Best regards,

John Paalman  
Division Manager



**DAVIES WATER**

A division of



7-24- 2016

**CUSTOMER REFERENCES**

|                 |                         |               |
|-----------------|-------------------------|---------------|
| Mark Nollenburg | Waupaca Water           | 715-258-4423  |
| Bill Caberly    | Nekoosa Water           | 715-459-1857  |
| Eric Zagyrlicke | Depere Water            | 920-574-1443  |
| Travis Thull    | West Bend               | 262-483-4186  |
| Vance Henning   | Brandon Water Utilities | 920-960-9727  |
| Todd Prahl      | Grand Chute Water       | 920- 419-2531 |

**More references available upon request.**

Total systems wide surveys done in the past two years.

West Bend WI

Depere WI

Mosinee WI

Nekoosa WI

Jefferson WI

Waupaca WI

**More references available upon request.**

Sincerely,

John Paalman  
Davies Services

## City of De Pere Water Utility 2017 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:

\$ 25,205.00

Davies Services / Ferguson  
Name of Firm

5350 N Richmond ST Appleton WI  
Address of Firm

920-740-3131  
Telephone Number

920-731-2305  
Fax Number

John.Paalman@ferguson.com  
Email Address

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

representative of: Davies Services 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.

John Paalman  
Signature of Bidder

2-21-17  
Date

John Paalman  
Print or Type Name of Bidder

Services Manager  
Title

Estimated Start Date: Mid June-July

Estimated Work Days to Complete: 30-35



## Village of Bellevue Water Utility 2017 Leak Detection Survey Proposal

The following proposal is submitted to: Village of Bellevue Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to perform a water distribution leak detection survey

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

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Bellevue's requirements and that the prices for the leak detection survey to meet said requirements are as follows:

Lump Sum Price for Leak Detection Survey:

\$ 18,500.00

Davies Services / Ferguson  
Name of Firm

5350 N Richmond st Appleton w.  
Address of Firm

920-240-3131  
Telephone Number

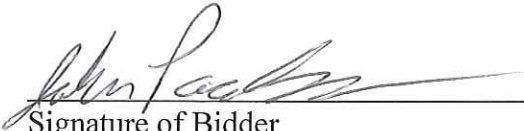
920-731-2305  
Fax Number

John.Paalman@ferguson.com  
Email Address

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

representative of: Davies Services 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

2-21-17  
Date

John Paalman  
Print or Type Name of Bidder

Services Manager  
Title

Estimated Start Date: June-July

Estimated Work Days to Complete: 25-30

### Leak Detection Proposals March 2, 2017

| Company Name                             | Community           | LS          |
|------------------------------------------|---------------------|-------------|
| <b>Ferguson Waterworks Services</b>      |                     |             |
|                                          | Village of Bellevue | \$18,500.00 |
|                                          | City of De Pere     | \$25,205.00 |
| <b>Westrum Leak Detection</b>            |                     |             |
|                                          | Village of Bellevue | \$21,450.00 |
|                                          | City of De Pere     | \$32,750.00 |
| <b>Utility Service Associates</b>        |                     |             |
|                                          | Village of Bellevue | \$29,220.00 |
|                                          | City of De Pere     | \$38,001.00 |
| <b>ME Simpson Company</b>                |                     |             |
|                                          | Village of Bellevue | \$35,285.18 |
|                                          | City of De Pere     | \$47,709.86 |
| <b>AECOM</b>                             |                     |             |
|                                          | Village of Bellevue | No Bid      |
|                                          | City of De Pere     | No Bid      |
| <b>Water Leak Locators</b>               |                     |             |
|                                          | Village of Bellevue | No Bid      |
|                                          | City of De Pere     | No Bid      |
| <b>Water Conservation Services, Inc.</b> |                     |             |
|                                          | Village of Bellevue | No Bid      |
|                                          | City of De Pere     | No Bid      |
| <b>American Leak Detection</b>           |                     |             |
|                                          | Village of Bellevue | No Bid      |
|                                          | City of De Pere     | No Bid      |

Attachment: 2017 Leak Detection Proposal Amounts 03-02-17 (5641 : Resolution #17-19, Authorizing Agreement for Consulting Services



## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Resolution #17-20, Authorizing Agreement for Consulting Services Between the City of De Pere and Professional Service Industries, Inc. (2017 Materials Testing and Soil Boring)

---

The Board of Public Works at the March 13, 2017 meeting approved the quote from PSI for Material Testing estimated at \$33,375.60 and the quote from PSI for the Soil Boring estimated at \$3,180.00. Funds for this work are budgeted in the various capital projects accounts.

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2017 construction projects. The total cost of this work was estimated using 2016 final quantities as follows:

| <b>Materials Testing</b> | <b>Estimate</b> |
|--------------------------|-----------------|
| PSI                      | \$33,375.60     |
| BATC                     | \$33,830.10     |
| RVT                      | \$34,129.16     |

| <b>Soil Boring</b> | <b>Estimate</b>             |
|--------------------|-----------------------------|
| PSI                | \$3,180.00                  |
| RVT                | \$3,550.00                  |
| BATC               | Do not perform soil borings |

**ATTACHMENTS:**

- Reso17-20 (DOCX)
- Professional Service Industries (materials testing & soil boring)3-17-189-001-15 (PDF)
- Exhibit A - PSI RFP (PDF)
- Exhibit B-PSI Proposal No. 0093-201833 - CMT.GEO - 2017 De Pere Annual Contract (PDF)

## RESOLUTION #17-20

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.  
(2017 Construction Materials Testing and Soil Boring)

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2017 construction projects; and

WHEREAS, Professional Service Industries, Inc. has available and offers to provide personnel and equipment necessary to accomplish the testing services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy City Clerk are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Professional Service Industries, Inc. (2017 Construction Materials Testing and Soil Boring) 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 21st day of March, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE  
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.  
(2017 Construction Materials Testing and Soil Boring)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of De Pere, Wisconsin, ("City"), and Professional Service Industries, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2017 construction projects; and

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

NOW THEREFORE, City and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the City Request for Proposals for Geotechnical Services (Exhibit A) and Consultant's Proposal thereto dated February 15, 2017 (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.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

**III. SCOPE OF CITY SERVICES**

City shall provide the Consultant with information and items as described in Exhibit A.

**IV. AUTHORIZATION, PROGRESS, AND COMPLETION**

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

## V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

## VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm, or risk significant harm, to the public.

## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the testing services and that Consultant shall respond to City's request for services as described in Exhibit A. 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 invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City.

Charges for reimbursable costs shall be determined in writing between the parties.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

## X. NON-DISCRIMINATION

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

## XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance 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 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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

## XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

#### XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

#### XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor 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 by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

#### XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

## XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere  
Attention: City Clerk-Treasurer  
335 South Broadway Street  
De Pere, WI 54115

With a copy to:

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

If to Consultant:

Professional Service Industries, Inc.  
Attention: Cody Williquette  
2740-F Packerland Drive  
Green Bay, WI 54313



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

**PROFESSIONAL SERVICE  
INDUSTRIES, INC.**

By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF DE PERE**

By:

\_\_\_\_\_  
Michael J. Walsh, Mayor

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

H:\azills\Agreements\2017\Professional Service Industries (materials testing & soil boring)3-17-189-001-15.docx

## Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2017 construction materials consulting.

Your proposal must be submitted to our office by Friday, March 3, at 3:00 p.m.

### **GENERAL INFORMATION:**

The City of De Pere is preparing for the 2017 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials & soil testing services and the soil boring services to separate firms.

### **SCOPE OF SERVICES:**

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

### **SCHEDULING:**

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

### **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 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 subconsultants 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:**

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

**DELIVERY:**

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

**ADDITIONAL INFORMATION:**

A sample consultant agreement is attached.

**INVOICING:**

Invoices will be accepted monthly and should include a breakdown of charges for each project.

## Proposed Fee Schedule

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

| Item                                            | Fee | Unit              |
|-------------------------------------------------|-----|-------------------|
| <b>Engineering Services</b>                     |     |                   |
| Project Manager                                 |     | Per hour          |
| Project Engineer                                |     | Per hour          |
| Staff Engineer                                  |     | Per hour          |
|                                                 |     |                   |
| <b>Field Technician</b>                         |     |                   |
| Senior Technician                               |     | Per hour          |
| Technician                                      |     | Per hour          |
| Clerical                                        |     | Per hour          |
| Mileage                                         |     | Per mile          |
|                                                 |     |                   |
| <b>Laboratory Testing Services</b>              |     |                   |
| Standard Proctor                                |     | Per each          |
| Modified Proctor                                |     | Per each          |
| Concrete Compression Test (Cylinder by Company) |     | Per each          |
| Concrete Compression Test (Cylinder by City)    |     | Per each          |
| Handling of Backup Cylinders                    |     | Per each          |
| Aggregate Sieve Analysis                        |     | Per each          |
| Atterberg Limits                                |     | Per each          |
| Permeability, Granular Soils                    |     | Per each          |
| Permeability, Cohesive Soils                    |     | Per each          |
|                                                 |     |                   |
| <b>Field Technician Services</b>                |     |                   |
| Sample Pickup                                   |     | Per each          |
| Support Vehicle                                 |     | Per mile          |
| Nuclear Density Gauge                           |     | Per ½ day         |
| Nuclear Density Gauge                           |     | Per day           |
|                                                 |     |                   |
| <b>Soil Boring</b>                              |     |                   |
| Mobilization                                    |     | Per each          |
|                                                 |     | Per vertical foot |
| Soil Boring                                     |     |                   |
| Report                                          |     | Per each          |
|                                                 |     |                   |



February 15, 2017

Mr. Chase Kuffel  
City of De Pere – Assistant City Engineer  
925 South Sixth Street  
De Pere, WI 54115-1199

**Subject: Proposal for Construction Materials and Soil Testing Services**  
2017 Annual Construction and Soil Testing Contract  
City of De Pere  
PSI Proposal No. 0093-201833

Dear Mr. Kuffel,

In accordance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

### **Project Description**

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2017 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

### **Scope of Work**

Professional Service Industries, Inc. (PSI) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

### Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

### Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

### Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.

### Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.

## Other Services

In addition to the construction testing services described above, PSI can also provide field and laboratory testing and consultation services in numerous other construction areas. These services include floor flatness testing and fireproofing, as well as various specialized laboratory tests. PSI has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

## **Method of Performance**

PSI will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

## **Project Reporting**

PSI representative's will input all field data in a handheld field phone through the PSI QESTField operating system, and then the reports will be distributed to the client electronically through the PSI Construction Hive.

**The field report turnaround time for daily inspections is in as little as one day from the initial inspection. The compressive strength report turnaround time is in as little as the same day from the date of the test.**

Please note that our services do not include supervision or direction of the actual construction work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

## Fees

Professional Service Industries, Inc. (PSI) proposes to provide the above referenced services on a unit charge basis in accordance with the City's Proposed Fee Schedule, PSI's Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

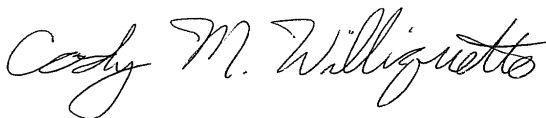
## Closing

PSI will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. PSI will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. PSI looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

## PROFESSIONAL SERVICE INDUSTRIES, INC.



Cody M. Williquette  
Staff Engineer



G. Mike Greil  
Branch Manager

Attachments:      Proposal Acceptance;  
                         Fee Schedules (2);  
                         City of De Pere Fee Schedule;  
                         General Conditions



## Remarks

Unit prices are in effect for twelve months from the date of this proposal and are subject to change without notice thereafter. PSI must receive signed authorization from the client before twelve months pass in order for PSI to guarantee the unit prices proposed herein.

Please notify PSI before 3:00 pm the day before our services are required for the scheduling or cancellation services. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Same day service will be billed at the rate according to availability of personnel. Day of call-ins will result in an additional 0.5 hour of project engineer for coordination.

Allow 4 working days for tests and evaluation of soil samples. A 50% surcharge will apply to rush laboratory work.

Services are portal-to-portal with a minimum of 3 hours for site visits. Fractions of hours will be rounded up to the nearest hour for billing purposes.

An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

A \$150.00 setup fee applies for initial project specification review and project setup. An engineering review charge of 0.5 hour per technician day for coordination, communication, supervision, and report review and 0.5 hour per set of compressive strength specimens are applicable. The prices listed above include unlimited email distribution of PSI reports.

The Client holds PSI harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require PSI to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations. Declarations for compacted fill in buildings, roadways or utility trenches will be provided for those areas identified by a certified site grading stake out and monitored on a full-time basis by this office. These declarations will be in effect for 90 days after completion of fill operations monitored by this office. Delay in starting actual construction of improvements may be cause for this office to perform additional tests at the client's expense to verify that conditions remain unchanged from the last day of PSI's full-time soil fill control inspection.

**PROPOSAL ACCEPTANCE:**

**AGREED TO, THIS \_\_\_\_\_ • DAY OF \_\_\_\_\_, 2017.**

**BY (please print):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**\*\*SIGNATURE:** \_\_\_\_\_

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

6. Number and Distribution of Reports:

( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_ Attn: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

7. Invoicing Address: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

8. Other Pertinent Information Or Previous Subsurface Information Available:

\_\_\_\_\_

\_\_\_\_\_

**PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)**  
CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

### ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

|                  |              |                                   |               |
|------------------|--------------|-----------------------------------|---------------|
| Project Engineer | \$80.00/Hour | Staff Engineer                    | \$60.00/Hour  |
| Project Manager  | \$60.00/Hour | Clerical                          | \$30.00/Hour  |
|                  |              | Project Set-Up Fee (one-time fee) | \$150.00/Lump |

### FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

|                                 |               |                         |                  |
|---------------------------------|---------------|-------------------------|------------------|
| Sample Pick Up                  | \$50.00/Each  | Nuclear Density Gauge   | \$40.00/Day      |
| Senior Engineering Technician   | \$44.00/Hour  | Nuclear Density Gauge   | \$25.00/Half Day |
| Engineering Technician          | \$35.00/Hour  | Support Vehicle         | \$0.25/Per Mile  |
| Structural Technician           | \$70.00/Hour  | Concrete Cylinder Molds | \$30.00/box(20)  |
| Mobilization of Drilling Equip. | \$250.00/Hour | Drilling Support Truck  | \$50.00/Day      |

### LABORATORY TESTING SERVICES

|                                 |               |                                    |               |
|---------------------------------|---------------|------------------------------------|---------------|
| Concrete Compression Test       |               | Density with Moisture Content      | \$25.00/Each  |
| Cylinder Cast by PSI            | \$11.00/Each  | Organic Content (Loss on Ignition) | \$25.00/Each  |
| Cylinder Cast by City           | \$11.00/Each  | Percent Finer No. 200              | \$30.00/Each  |
| Spare Cylinder                  | \$11.00/Each  | Grain size - Mechanical            | \$60.00/Each  |
| Concrete Core Compression Test  | \$30.00/Each  | Grain size - Hydrometer            | \$75.00/Each  |
| Aggregate Sieve Analysis        | \$65.00/Each  | Atterberg Limits                   | \$45.00/Each  |
| Mortar Cube Compression Test    | \$9.50/Each   | Standard Proctor                   | \$105.00/Each |
| Grout Cylinder Compression Test | \$15.00/Each  | Modified Proctor                   | \$115.00/Each |
| CMU Compression Test            | \$30.00/Each  | California Bearing Ratio           | \$150.00/Each |
| Asphalt Core Density            | \$25.00/Each  | Permeability, Granular Soil        | \$225.00/Each |
| MTSG Test                       | \$50.00/Each  | Permeability, Cohesive Soil        | \$275.00/Each |
| Asphalt Extraction/Gradation    | \$150.00/Each | Sample Prep/Remolding              | \$35.00/Each  |
| Marshall Density Test           | \$135.00/Each | Permeability, Granular Soils       | \$230.00/Each |
| Moisture Content                | \$5.00/Each   | Permeability, Cohesive Soils       | \$280.00/Each |

**REMARKS** - Personnel charges will be based on a portal-to-portal basis; **a minimum charge of 3 hours will apply for all Field Testing Services.** One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of \$0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

**PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)**  
**GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE**

### ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

|                  |                  |                                   |                  |
|------------------|------------------|-----------------------------------|------------------|
| Project Engineer | \$80.00 Per Hour | Staff Engineer                    | \$60.00 Per Hour |
| Project Manager  | \$60.00 Per Hour | Clerical                          | \$30.00 Per Hour |
|                  |                  | Project Set-Up Fee (one time fee) | \$150.00/Lump    |

### FIELD SERVICES

|                                 |                  |                               |                   |
|---------------------------------|------------------|-------------------------------|-------------------|
| Mobilization of Drilling Equip. | \$250.00 Per Day | Boring Layout                 | \$50.00 Per Hour  |
| Support Vehicle                 | \$50.00 Per Day  | Standby & Problem Access Time | \$125.00 Per Hour |
| All-terrain Drill Rig           | \$750.00 Per Day | Betonite Backfill             | \$2.00 Per Foot   |

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

| Depth Range  | Unit Charges Per Foot<br>3 1/4", 4 1/4" I.D. Auger |                 | Unit Charges Per Foot<br>6 1/4" I.D. Auger |                 | Extra SS or ST Samples |
|--------------|----------------------------------------------------|-----------------|--------------------------------------------|-----------------|------------------------|
|              | Easy Drilling*                                     | Hard Drilling** | Easy Drilling*                             | Hard Drilling** |                        |
| 0 - 25 ft.   | \$12.00                                            | \$13.00         | \$14.00                                    | \$16.00         | \$10.00                |
| 25 - 50 ft.  | \$13.00                                            | \$15.00         | \$16.00                                    | \$18.00         | \$14.00                |
| 50 - 75 ft.  | \$15.00                                            | \$18.00         | \$19.00                                    | \$21.00         | \$18.00                |
| 75 - 100 ft. | \$17.00                                            | \$20.00         | \$24.00                                    | \$27.00         | \$22.00                |

\* N-count of 40 blows or less, or Qu or Qp less than 4 tsf

\*\* N-count greater than 40 blows, or Qu or Qp greater than 4 tsf

Drilling with 12-1/4" I.D. Auger will be quoted upon request.

|                                    |                   |                                  |                  |
|------------------------------------|-------------------|----------------------------------|------------------|
| Auger Drilling without sampling    | \$9.00 Per Foot   | Shelby Tubes, 2" diameter        | \$25.00 Each     |
| Rock Coring with Diamond Bit       | \$55.00 Per Foot  | 3" diameter                      | \$30.00 Each     |
| Rock Boring with 3" Roller Bit     | \$50.00 Per Foot  | Drilling mud as needed           | \$2.50 Per Foot  |
| Rock Coring & Boring Set-up Charge | \$250.00 Per Hole | Pavement Cold-Patch at boreholes | \$25.00 Per Hole |

### LABORATORY TESTING

|                                              |                   |                                    |                   |
|----------------------------------------------|-------------------|------------------------------------|-------------------|
| Visual Engineering Classification            | \$4.00 Per Test   | Unconfined compression tests,      |                   |
| Hand Penetrometer Test                       | \$4.00 Per Test   | remac                              | \$5.00 Per Test   |
| Moisture Content Test                        | \$4.00 Per Test   | without stress-strain curve        | \$25.00 Per Test  |
| Organic Content Test                         | \$30.00 Per Test  | with stress-strain curve           | \$40.00 Per Test  |
| Density Determination with Moisture Content  | \$25.00 Per Test  | California Bearing Ratio (CBR)     | \$175.00 Per Test |
| Atterberg Limits Determination               | \$50.00 Per Test  | Consolidation Test, Maximum 16 tsf | Upon Request      |
| Grain Size Analysis, Mechanical              | \$65.00 Per Test  | Additional Unload-Reload Points    | Upon Request      |
| Grain Size Analysis, Mechanical & Hydrometer | \$75.00 Per Test  | Permeability, Rigid Wall           | \$230.00 Per Test |
| Moisture Density Relationship                |                   | Permeability, Flexible Wall        | \$280.00 Per Test |
| Standard Method, ASTM D-698                  | \$125.00 Per Test | Preparation of Shelby Tube Sample  | \$15.00 Per Tube  |
| Modified Method, ASTM D-1557                 | \$135.00 Per Test | Sample preparation/remolding       | \$30.00 Each      |

### REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.



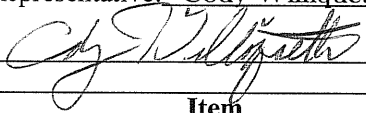
## Proposed Fee Schedule

Company Name: Professional Service Industries, Inc. (PSI)

Company Address: 2740 Packerland Drive, Suite F

Company Address: Green Bay, Wisconsin 54313

Company Representative: Cody Williquette

Signature: 

| Item                                            | Fee      | Unit         |
|-------------------------------------------------|----------|--------------|
| <b>Engineering Services</b>                     |          |              |
| Project Manager                                 | \$60.00  | Per hour     |
| Project Engineer                                | \$80.00  | Per hour     |
| Staff Engineer                                  | \$60.00  | Per hour     |
|                                                 |          |              |
| <b>Field Technician</b>                         |          |              |
| Senior Technician                               | \$44.00  | Per hour     |
| Technician                                      | \$35.00  | Per hour     |
| Clerical                                        | \$30.00  | Per hour     |
| Mileage                                         | \$0.25   | Per mile     |
|                                                 |          |              |
| <b>Laboratory Testing Services</b>              |          |              |
| Standard Proctor                                | \$105.00 | Per each     |
| Modified Proctor                                | \$115.00 | Per each     |
| Concrete Compression Test (Cylinder by Company) | \$11.00  | Per each     |
| Concrete Compression Test (Cylinder by City)    | \$11.00  | Per each     |
| Handling of Backup Cylinders                    | \$11.00  | Per each     |
| Aggregate Sieve Analysis                        | \$60.00  | Per each     |
| Atterberg Limits                                | \$45.00  | Per each     |
| Permeability, Granular Soils                    | \$225.00 | Per each     |
| Permeability, Cohesive Soils                    | \$275.00 | Per each     |
|                                                 |          |              |
| <b>Field Technician Services</b>                |          |              |
| Sample Pickup                                   | \$50.00  | Per each     |
| Support Vehicle                                 | \$0.25   | Per mile     |
| Nuclear Density Gauge                           | \$25.00  | Per ½ day    |
| Nuclear Density Gauge                           | \$40.00  | Per day      |
|                                                 |          |              |
| <b>Soil Boring</b>                              |          |              |
| Mobilization                                    | \$250.00 | Per each     |
|                                                 |          | Per vertical |
| Soil Boring                                     | \$12.00  | foot         |
| Report                                          | \$800.00 | Per each     |
|                                                 |          |              |

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such change of circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contract work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR 1% TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIFTEEN (15) DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO A PARTICULAR PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

## City of De Pere, Wisconsin

**Request For Common Council Action**


---

**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Resolution #17-21, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR)

---

**The Board of Public Works at the March 13, 2017 meeting approved for submittal the 2016 Annual Wisconsin Department of Natural Resources MS4 General Permit.**

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2016 calendar year and attached for your review. This report is required to be completed annually and submitted to the Wisconsin Department of Natural Resources (WDNR). The Report identifies activities that the City has completed in 2016 to meet our MS4 General Permit for storm water discharge.

Highlights from the 2016 Report include:

- Membership in the Northeast Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.
- Constructed three new ponds, upgraded a failed pond, and restored an eroded swale off of Lawrence Drive.
- Fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.
- Completed the 2015 Storm Water Management Planning report.

**ATTACHMENTS:**

- Reso17-21 (DOCX)
- Annual Report Under MS4 General Permit (PDF)
- 2016 NEWSC Annual Report (PDF)
- 2016\_Storm\_Facility\_Review (PDF)
- 2015-2016\_Salt\_Usage (PDF)
- MSC Site Map-EXH 1(PDF)

## RESOLUTION #17-21

APPROVING ANNUAL REPORT UNDER MUNICIPAL SEPARATE  
STORM SEWER SYSTEM (MS4) PERMIT AND ITS SUBMISSION TO THE  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 permit (Permit No. WI-S050075-2) to the City which regulates the water quality exiting the City's storm water system; and

WHEREAS, as an MS4 Permit Holder, the City is required to submit an annual report to the DNR by March 31<sup>st</sup> of each year; and

WHEREAS, the attached Annual Report under MS4 General Permit No. WI-S050075-2 has been reviewed and recommended for approval by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-2 to be submitted to the DNR on or before March 31, 2017.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of March, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_



Due by March 31, 2017

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (DNR) by March 31 of each year to report on activities for the previous calendar year. This form is being provided by the DNR for the user's convenience. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

This form is for reporting on activities undertaken in calendar year 2016.

**Instructions:** Complete each section of the form. If additional space is needed, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2017, to the appropriate address indicated on the last page of this form.

**Part I. Municipal Information**

|                                                     |                                                                                                                                                                                                      |                                |                   |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------|
| Name of Municipality<br>City of De Pere             |                                                                                                                                                                                                      | Facility ID No. (FIN)<br>31088 |                   |
| Mailing Address<br>925 S. Sixth Street              | City<br>De Pere                                                                                                                                                                                      | State<br>WI                    | ZIP Code<br>54115 |
| County(s) in which Municipality is located<br>Brown | Municipality Type: (select one)<br><input type="radio"/> County <input checked="" type="radio"/> City <input type="radio"/> Village <input type="radio"/> Town <input type="radio"/> Other (specify) |                                |                   |

**Part II. Municipal Contact Information**

|                                                                                                                |                                                    |                                                  |                   |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------|-------------------|
| Name of Municipal Contact Person<br>Eric Rakers                                                                |                                                    | Title<br>City Engineer                           |                   |
| Mailing Address (if different from above)                                                                      | City                                               | State<br>WI                                      | ZIP Code<br>54115 |
| Email<br>erakers@mail.de-pere.org                                                                              | Phone Number (include area code)<br>(920) 339-8304 | Fax Number (include area code)<br>(920) 339-4071 |                   |
| Has the contact person changed in the last year? <input type="radio"/> Yes <input checked="" type="radio"/> No |                                                    |                                                  |                   |

**Part III. Certification**

*I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-2 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.*

|                                                       |                                                    |                                                  |
|-------------------------------------------------------|----------------------------------------------------|--------------------------------------------------|
| Authorized Representative Printed Name<br>Eric Rakers | Authorized Representative Title<br>City Engineer   |                                                  |
| Signature of Authorized Representative                | Date                                               |                                                  |
| Email<br>erakers@mail.de-pere.org                     | Phone Number (include area code)<br>(920) 339-8304 | Fax Number (include area code)<br>(920) 339-4071 |

**Part IV. General Information**

a. Describe the municipality's efforts to invite the municipal governing body, interest groups, and general public to review and comment on the annual report.

Staff presented the City's annual report to the Board of Public Works on March 13, 2017 and the Common Council on March 21, 2017. The draft annual report was placed on the website on March 9, 2017.

b. Describe how the municipality has kept elected and municipal officials and appropriate staff (such as operators, department heads, and those that interact with the public) informed of the municipal storm water discharge permit and its requirements.

The City's storm water management plan was updated in 2016. City staff presented a summary to the Board of Public Works on January 9, 2017 and Council on January 17, 2017.

c. Has the municipality prepared or updated its own municipal-wide storm water management plan during the reporting year?  
☒ Yes ☐ No

If yes, provide the title and date of storm water management plan and list any updates:

The City of De Pere 2015 Stormwater Management Report was issued on October 21, 2016. This was a complete update to the March 2008 report.

If yes, has the information been submitted to the Department?

☐ Yes ☒ No



31088 City of De Pere  
FIN / Municipality Name

**Annual Report under MS4  
General Permit No. WI-S050075-2**

Form 3400-195 (R 11/16)

Page 2 of 9

- d. During the reporting year, has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions as provided under section 2.10 of the general permit? ☒ Yes ☐ No

If yes, describe these cooperative efforts:

The City worked with Ledgeview to upgraded a storm water pond located off of Swan Road to treat storm water for 80% TSS reduction. Ledgeview was the lead municipality on the upgrades. There is an existing agreement in place.

If yes, has the information been submitted to the Department?

☒ Yes ☐ No

- e. If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program?

☒ Yes ☐ No

If yes, provide web address:

<http://www.de-pere.org/departement/division.php?structureid=39>

**Part V. Evaluation of Permit Conditions (Section 2 of General Permit)**

**Minimum Control Measures:** For each of the permit conditions listed below, provide an evaluation of program compliance with the general permit.

1. Public Education and Outreach (Section 2.1 of General Permit)

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s)                | The primary component for this is to continue to be a member of the Northeast Storm Water Consortium (NEWSC). With the consolidation of member resources, more public education and outreach is completed than by each member functioning independently.                                                                                                                                                                                                                                          |
| Measurable Goal(s)                       | (1) Continue to be a member of NEWSC. (2) Serve on the NEWSC Board and be an active member. (3) Annually include storm water information in the City's electronic newsletter. (4) Provide services and/or resources regarding the disposal of bulk waste, electronics, and hazardous materials                                                                                                                                                                                                    |
| Result(s) Achieved                       | (1) Continue to be a member of NEWSC. (2) Serve on the NEWSC Board and be an active member. (3) Storm water information was included in both of the City's electronic newsletters. Information was provided on rain barrels, mulching grass clippings, and benefits of maintaining taller grass. (4) Storm water information banners were placed on fences at Kelly Danen Park and Legion Park. (5) The City provide bulk waste and an electronics drop off site at the Municipal Service Center. |
| Describe any planned changes to program. | Update the website to provide specific information to residents/homeowners on erosion control practices that address erosion for typical work performed at a residence.                                                                                                                                                                                                                                                                                                                           |

2. Public Involvement and Participation (Section 2.2 of General Permit)

|                                          |                                                                                                                                                                                                                                                          |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s)                | The primary component for this is to continue to be a member of the Northeast Storm Water Consortium (NEWSC). With the consolidation of member resources, more public education and outreach is completed than by each member functioning independently. |
| Measurable Goal(s)                       | (1) Continue to be a member of NEWSC. (2) Serve on the NEWSC Board and be an active member.                                                                                                                                                              |
| Result(s) Achieved                       | (1) Continue to be a member of NEWSC. (2) Serve on the NEWSC Board and be an active member.                                                                                                                                                              |
| Describe any planned changes to program. | None                                                                                                                                                                                                                                                     |

3. Illicit Discharge Detection and Elimination (Section 2.3 of General Permit)

|                           |                                                                                                                                                 |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s) | Two years ago, the City switched from completing IDDE reviews from 20% major outfalls each year to completing the entire City every five years. |
| Measurable Goal(s)        | For 2017, the City will be reviewing all minor outfalls. Televis 20% of the sanitary sewer and identify leaks for repair.                       |

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**Part V. Evaluation of Permit Conditions** (continued)

|                                          |                                                                                                                                                              |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Result(s) Achieved                       | (1) All major outfalls were reviewed in 2016. (2) 20% of the sanitary sewer was televised. (3) 10,000 linear feet of sewer main was relaid or lined in 2016. |
| Describe any planned changes to program. | None.                                                                                                                                                        |

4. Construction Site Pollutant Control (Section 2.4 of General Permit)

|                                          |                                                                                                                                                                                                             |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s)                | The program consists of maintaining the City ordinance, Chapter 42 Construction Site Erosion Control Zoning, for construction site erosion control and conducting inspection and if necessary, enforcement. |
| Measurable Goal(s)                       | Maintain Chapter 42 of the municipal code to conform to WDNR requirements. Inspections were completed on public and private construction sites.                                                             |
| Result(s) Achieved                       | Chapter 42 was updated in 2016. Inspections were completed on public and private construction sites throughout the City. The number of inspections completed is documented later in this report.            |
| Describe any planned changes to program. |                                                                                                                                                                                                             |

5. Post-Construction Storm Water Management (Section 2.5 of General Permit)

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s)                | The post construction storm water management program consists of several actions. (1) The City continues to install storm water management facilities in conjunction with other projects. (2) Administer Chapter 29 of the Municipal Code. (3) Inspect public and private ponds. (4) Require documentation that private facilities were built to the design. (5) Maintenance agreements are required for private facilities. |
| Measurable Goal(s)                       | (1) Maintain the City Municipal Code, Chapter 29, to meet WDNR standards (2) Inspect all public and private ponds every two years at a minimum. (3) 100% conformance for documentation that private facilities were constructed to match the design. (4) 100% conformance that all maintenance agreements are recorded.                                                                                                      |
| Result(s) Achieved                       | (1) Chapter 29 was updated in 2016. (2) All public and private ponds were inspected in 2016. Letters on maintenance were submitted to private entities. The majority of the private work is complete and will be reinspected in 2017. (3) New regional ponds were constructed at Fortune/Venture, Richco Road, and Commerce Drive.                                                                                           |
| Describe any planned changes to program. | None.                                                                                                                                                                                                                                                                                                                                                                                                                        |

6. Pollution Prevention (Section 2.6 of General Permit)

|                                          |                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Program(s)                | The post construction storm water management program consists of several actions. (1) The City cleans and televises one tenth of the City each year. Debris is removed from the storm sewer. (2) Inspect City storm water management plans (3) Clean catch basins.                                              |
| Measurable Goal(s)                       | (1) Clean one tenth of the City storm sewer each year. (2) Inspect City ponds every two years at a minimum. (3) Maintain storm water facilities.                                                                                                                                                                |
| Result(s) Achieved                       | (1) One tenth of the City storm sewer was cleaned and televised in 2016. (2) City ponds were constructed in 2016. (3) The City also performed maintenance on a failed pond at Painted Horse Trail and upgraded to obtain 80% TSS removal. (4) The City restored an eroding swale off of Lawrence Drive in 2016. |
| Describe any planned changes to program. | None.                                                                                                                                                                                                                                                                                                           |



- Storm Water Management Facilities (Section 2.6.1 of General Permit)

List any new municipality owned or operated structural storm water management facilities (ponds, biofilters, etc.) added in the last year.

New ponds were added off of Fortune/Venture, Richco Road, and Commerce Drive.

- Routine Inspection and Maintenance (Section 2.6.2 – 2.6.4 of General Permit)

Does the municipality have an inspection and maintenance program for installed structural storm water management facilities?

☒ Yes ☐ No

Describe the inspection and maintenance program and any activities that have occurred for structural storm water management facilities in 2016. If available, attach any additional information on the inspection and maintenance program. Private and public ponds were inspected in 2016. A summary of the inspection is attached. The majority of the maintenance activities required were completed. All sites will be reinspected in 2017.

Describe the street sweeping and catch basin cleaning efforts, and the disposal of waste.

City streets were swept eight times in 2016. The downtown area was swept weekly. 335 catch basins were cleaned. 332 tons of debris was collected from street sweeping. This material was taken to the landfill.

- Winter Road Management Activities (Section 2.6.5 of General Permit)

Provide the name, title, and phone number of the individual(s) with overall responsibility for winter roadway maintenance.

Scott Thoresen, Public Works Director, (920) 339-8095

Allen Lubarda, Street Superintendent, (920) 339-8325

Describe the types of products used for winter road management (e.g. deicing, pre-wetting, salting, etc.).

The City utilizes salt brine and road salt. Salt brine is placed prior to snow and ice events. Salt is pre-wet before placing.

Report the amount of product used by month over the last winter season (approx. November 2015 through April 2016).

The summary of salt, pre-wet, 90/10 blended, and anti-icing material by month is attached.

Report the snow disposal locations, if applicable.

Snow is disposed at 1051 N. Broadway and 200 Main Avenue.

Describe anti-icing, equipment calibration, and salt reduction strategies.

The City has reduced salt placement over the last several years by pre-storm anti-icing and pre-wetting of salt. Equipment is calibrated each year for maximum placement of 200 pound per lane mile.

Describe any other additional data or information used to evaluate the winter road management activities.

Staff monitors road temperature to manage salt use. As temperatures increase, salt usage is reduced.

- Leaf Management (Section 2.6.6 of General Permit)

Describe the management of leaves and grass clippings.

The City collects leaves in the spring and fall. Leaves and other debris are hauled to farmers or used by local landscapers. The City does not collect grass clippings, but provides a yard waste drop off site on Rockland Road. The City included an article in the electronic newsletter regarding the reuse of grass clippings in 2016.

- Municipal Pollution Prevention (Section 2.6.7 of General Permit)



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**Part V. Evaluation of Permit Conditions (continued)**

Provide the location (street address) of each facility (municipal yards and/or maintenance facilities) and contact information (name, title, and phone number) for the individual(s) with overall responsibility for each facility.

Municipal Service Center, 925 S. Sixth Street, De Pere, Wisconsin. Facility Contact: Eric Rakers, City Engineer, (920) 339-8304.

Map(s) included? ☒ Yes ☐ No - Include a map of each facility, drawn to scale and include the following features:

- Location of major activities and storage areas
- Identification of drainage patterns, potential sources of storm contamination and discharge points.
- Identification of nearby receiving waters or wetlands
- Identification of connections to the permittees's MS4

Describe the housekeeping activities and best management practices installed at municipal yards and/or maintenance facilities to reduce or eliminate storm water contamination.

The MSC parking lot between units B and D is swept weekly. Catch basins were cleaned twice. All salt is stored in covered buildings. Vehicles are washed inside. The oil drop off has a berm to capture spills.

Discuss recommendations for improvements to current storm water management practices at the facility(s) and provide a timeline for installation and/or implementation of these recommendations.

None.

Provide information on facility inspections. Identify and address potential sources of storm water contamination.

Staff visually monitors the fueling station during fueling. Issues are reported back to the Street Superintendent. The oil drop off is reviewed each day by staff when bulk waste is loaded. The area is cleaned with the vacuum truck approximately once a week.

Describe the municipal facility(s) employee training on storm water pollution prevention (frequency, duration, objectives, percentage of employees trained this year, etc.).

Street department personnel pollution prevention discussion is completed approximately monthly from late spring to early fall. Engineering staff discussions erosion control approximately monthly from April through October at one of the weekly staff meetings.

Describe the spill prevention and response procedures in place at the municipal facility(s).

Spill kits are located in Unit B for the fuel pump area and waste oil collection area.

**7. Storm Water Quality Management (Section 2.7 of General Permit)**

Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? ☒ Yes ☐ No

If yes, provide the following: Model used WinSLAM Version 10.1.16 Reduction (%) 52.5

If no, include a description of any actions the municipality has undertaken during 2016 to help achieve the 20% standard.

**8. Storm Sewer System Map (Section 2.8 of General Permit)**

Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

There were several changes to the storm sewer map in 2016. Storm sewer was added on several new streets including Fortune, Venture, and Richco Road. Storm sewer was reconstructed/added to several existing streets including Spruce, Elm, and Oak Street.

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### Part VI. Fiscal Analysis

- a. Provide a fiscal analysis that includes the annual expenditures for 2016, and the budget for 2016 and 2017. A table to document fiscal information is provided on page 8.

Funding for storm water management activities is through the storm water utility. Funds from tax incremental finance districts are periodically used for construction of new regional ponds and/or maintenance to existing ponds.

- b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?

☒ Storm water utility ☐ General fund ☐ Other \_\_\_\_\_

- c. Is adequate revenue generated to implement the storm water management program and meet permit requirements?

☒ Yes ☐ No

Please provide a brief summary of the municipality's financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer the storm water management program.

Storm water management funds are generated from a user charge for the storm water utility. The City has implemented a rate policy based on residential user equivalents (RUE's). The RUE's are determined based on the size of the parcel and land use. The RUE cost has been increasing \$5 per year over the last few years for funding storm water management.

### Part VII. Inspections and Enforcement Actions

**Note:** If an ordinance listed below has been submitted to the Department previously and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.

- a. Has the municipality amended its illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit during the reporting year?

☒ Yes ☐ No

If yes, attach copy or provide web link to ordinance:

<https://www.de-pere.org/departments/division.php?structureid=39>

- b. Has the municipality amended its construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit during the reporting year?

☒ Yes ☐ No

If yes, attach copy or provide web link to ordinance:

<https://www.de-pere.org/departments/division.php?structureid=39>

- c. Has the municipality amended its post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit during the reporting year?

☒ Yes ☐ No

If yes, attach copy or provide web link to ordinance:

<https://www.de-pere.org/departments/division.php?structureid=39>

- d. Has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.) during the reporting year?

☒ Yes ☐ No

If yes, attach copy or provide web link to ordinance:

<https://www.de-pere.org/departments/division.php?structureid=39>

- e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

Inspections on public projects - 49

Inspections on private projects - 57

### Part VIII. Water Quality Concerns

- a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at:

<http://dnr.wi.gov/topic/surfacewater/orwerw.html>)

☐ Yes ☒ No

If yes, list:

- b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/water/impairedsearch.aspx?status=303d>)

☒ Yes ☐ No

If yes, complete the following:



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- Impaired waterbody to which the MS4 discharges:  
Ashwaubenon Creek, Lower Fox River, East River
- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant (s) of concern to an impaired waterbody:  
The City has met TMDL requirements in the Ashwaubenon Creek and East River basins. New development will be required to meet NR 151 standards which are greater than the TMDL requirements.

The City is continuing to retrofit facilities for existing development in the Lower Fox River. In 2016, phase I of the Optimist Park pond was completed. This included relocating a ball diamond for pond construction in 2017. A pond off of Painted Horse Trail that drains to the East River was upgraded to treat to 80% TSS.

- c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.  
Ponds were constructed for new development and some existing development in the Lower Fox River Basin off of Fortune/Venture and off of Richco Road.
- d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.  
There were no known water quality degradation issues directly related to the City.
- e. Does any part of the MS4 discharge to an approved Total Maximum Daily Load (TMDL) area (Section 1.5.4 of the general permit)?  
☒ Yes ☐ No

If yes, fill out below. If no, disregard.

Required reporting for TMDLs approved prior to the effective date of the permit for 2016:

Name of TMDL: Lower Fox River Date TMDL approved? 03/01/2012

Map(s) included? ☒ Yes ☐ No - Submit a storm sewer system map (may be the same map submitted under section V.6. of this form), which includes the TMDL reachshed boundaries and associated acreage within the municipality, and the MS4 drainage boundaries and associated acreage within the municipality.

#### Part IX. Proposed Program Changes

Describe any proposed changes to the storm water management program being considered for 2017 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

The following changes are proposed to the storm water management plan in 2017:

Update the Storm Water Reference Guide

Update the long term plan for addressing TMDL's in the Lower Fox River sub basin.

#### Part X. Other

Any other municipal storm water program information for inclusion in the Annual Report regarding their storm water program may be added here or attached.

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**Fiscal Analysis Table.** Complete the fiscal analysis table provided below.

| Program Element                                                       | Annual Expenditure<br>2016 | Budget      |             |                     |
|-----------------------------------------------------------------------|----------------------------|-------------|-------------|---------------------|
|                                                                       |                            | 2016        | 2017        |                     |
| Public Education and Outreach                                         | \$13,944                   | \$13,026    | \$11,402    | Storm Water Utility |
| Public Involvement and Participation                                  | \$13,944                   | \$13,026    | \$11,402    | Storm Water Utility |
| Illicit Discharge Detection and Elimination                           | \$7,273                    | \$7,321     | \$7,227     | Storm Water Utility |
| Construction Site Pollutant Control                                   | \$48,941                   | \$48,166    | \$46,277    | Storm Water Utility |
| Post-Construction Storm Water Management                              | \$1,733,819                | \$1,729,708 | \$98,373    | Storm Water Utility |
| Pollution Prevention                                                  | \$1,324,484                | \$1,292,848 | \$1,286,923 | Storm Water Utility |
| Storm Water Quality Management (including pollutant-loading analysis) | \$258,324                  | \$255,081   | \$301,752   | Storm Water Utility |
| Storm Sewer System Map                                                | \$13,577                   | \$13,450    | \$13,346    | Storm Water Utility |
| Other:                                                                |                            |             |             |                     |



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**NORTHERN REGION COUNTIES**

|          |          |                           |
|----------|----------|---------------------------|
| Ashland  | Langlade | DNR Service Center        |
| Barron   | Lincoln  | Attn: Storm Water Program |
| Bayfield | Oneida   | 5301 Rib Mountain Rd.     |
| Burnett  | Polk     | Wausau, WI 54401          |
| Douglas  | Price    | Phone: (715) 359-4522     |
| Florence | Rusk     |                           |
| Forest   | Sawyer   |                           |
| Iron     | Taylor   |                           |
|          | Vilas    |                           |
|          | Washburn |                           |

**WEST CENTRAL REGION COUNTIES**

|            |             |                           |
|------------|-------------|---------------------------|
| Adams      | Marathon    | DNR Service Center        |
| Buffalo    | Monroe      | Attn: Storm Water Program |
| Chippewa   | Pepin       | 5301 Rib Mountain Rd.     |
| Clark      | Pierce      | Wausau, WI 54401          |
| Crawford   | Portage     | Phone: (715) 359-4522     |
| Dunn       | St. Croix   |                           |
| Eau Claire | Trempealeau |                           |
| Jackson    | Vernon      |                           |
| Juneau     | Wood        |                           |
| La Crosse  |             |                           |

**NORTHEAST REGION COUNTIES**

|             |           |                           |
|-------------|-----------|---------------------------|
| Brown       | Marquette | DNR Northeast Region      |
| Calumet     | Menominee | Attn: Storm Water Program |
| Door        | Oconto    | 2984 Shawano Ave.         |
| Fond du Lac | Outagamie | Green Bay, WI 54313       |
| Green Lake  | Shawano   | Phone: (920) 662-5100     |
| Kewaunee    | Waupaca   |                           |
| Manitowoc   | Waushara  |                           |
| Marinette   | Winnebago |                           |

**SOUTH CENTRAL REGION COUNTIES**

|          |           |                           |
|----------|-----------|---------------------------|
| Columbia | Jefferson | DNR South Central Region  |
| Dane     | LaFayette | Attn: Storm Water Program |
| Dodge    | Richland  | 3911 Fish Hatchery Rd.    |
| Grant    | Rock      | Fitchburg, WI 53711       |
| Green    | Sauk      | Phone: (608) 275-3266     |
| Iowa     |           |                           |

**SOUTHEAST REGION COUNTIES**

|           |            |                           |
|-----------|------------|---------------------------|
| Kenosha   | Sheboygan  | DNR Service Center        |
| Milwaukee | Walworth   | Attn: Storm Water Program |
| Ozaukee   | Washington | 141 NW Barstow Street,    |
| Racine    | Waukesha   | Room 180                  |
|           |            | Waukesha, WI 53188        |
|           |            | (262) 574-2100            |



Northeast Wisconsin Stormwater Consortium

## NEWSC SWMP Report

**January 01, 2016 To December 31, 2016**

This program consists of the following 11 Minimum Control Measure(s).

1. Public Education and Outreach
2. Public Involvement and Participation
4. Construction Site Pollutant Control
5. Post Construction Stormwater Control
6. Pollution Prevention
7. Storm Water Quality Management
9. Annual Report
11. NEWSC Management

# 1 Public Education and Outreach

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

## Description

To satisfy this minimum control measure, the permittee shall implement a public education and outreach program to increase the awareness of storm water pollution impacts on waters of the state to encourage changes in public behavior to reduce such impacts. The program shall establish measurable goals and, at a minimum, include the following elements:

1. Promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.
2. Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.
3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.
4. Promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.
5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.
6. Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.
7. Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention.
8. Promote environmentally sensitive land development designs by developers and designers.

Note: Additional information on green infrastructure and low impact development may be found on the USEPA's Internet site at:

<http://water.epa.gov/infrastructure/greeninfrastructure/index.cfm>

<http://water.epa.gov/polwaste/green/index.cfm>

## Best Management Practices

### 1.1 Promote Illicit Discharge Detection and Elimination (IDDE)

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

**Required** Yes

#### Description

Conduct public education and outreach efforts to promote and inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices to promote detection and elimination of illicit discharges and water quality impacts associated with such discharges from municipal separate storm sewer systems.

#### Justification

Public awareness of illicit discharges and their prospective impacts along with education on how to report potential illicit discharges substantially increases the opportunity to quickly identify and eliminate them.

#### Goals

##### 1.1.1 IDDE Education Materials

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

#### Description

Prepare materials to inform and educate various public and municipal employee audiences on the definition and forms of illicit discharges, their detection and appropriate reporting or response procedures. Provide a copy of or reference to the described materials, including subsequent updates or revisions each reporting period.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                     |
|---------------|--------------------------|
| 12/31/2016    | RenewOurWaters Materials |

#### Description

The RenewOurWaters posters and articles are available to NEWSC members on the website and upon request. The materials address stormwater related topics by providing the forms of illicit discharges, their detection, and appropriate reporting or response procedures. These materials can be inserted into newsletters or used as separate mailers.

|                 |                                                                            |
|-----------------|----------------------------------------------------------------------------|
| File Attachment | <a href="#"><u>Car-Wash-Fundraisers-pamphlet.pdf</u></a>                   |
| File Attachment | <a href="#"><u>carpet-cleaning-extended-margins.pdf</u></a>                |
| File Attachment | <a href="#"><u>Household-Hazardous-Waste-with-extended-margins.pdf</u></a> |
| File Attachment | <a href="#"><u>Pool-Spa-Discharge-with-extended-margins.pdf</u></a>        |
| File Attachment | <a href="#"><u>Power-Washing-at-home-extended-margins.pdf</u></a>          |
| File Attachment | <a href="#"><u>Dumpster-Management-bilingual-pamphlet1.pdf</u></a>         |
| File Attachment | <a href="#"><u>Garden-Centers.pdf</u></a>                                  |
| File Attachment | <a href="#"><u>Power-washing-for-the-professional-washer.pdf</u></a>       |
| File Attachment | <a href="#"><u>11x17-restaurant-management.pdf</u></a>                     |



12/31/2016

Excal Videos

**Description**

The Excal videos are available to members upon request.

"IDDE A Grate Concern"

Municipal separate storm sewer system (MS4) operators are required to train employees and contractors on control measures for stormwater pollution prevention. One such control measure is illicit discharge detection and elimination (IDDE). This kit is designed to train government employees and contractors on IDDE. The 14¼ minute video focuses on the hazards of illicit discharges and shows employees how to spot them.

---

## 1.2 Public Pollution Prevention Education

### Responsible Staff / Position:

**Required** Yes

### Description

Inform and educate the public about the proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices.

### Justification

Informing the public of the potential pollution impacts of their activities together with the information they need to make educated decisions on alternative behaviors or actions will improve responsible actions.

### Goals

---

#### 1.2.1 Public Pollution Prevention Materials

##### Responsible Staff / Position:

### Description

Prepare or acquire informational materials to inform and educate the public about the proper management of materials that may cause storm water pollution from sources they control, including:

- Automobiles
- Pet Waste
- Household Hazardous Waste
- Household Practices
- Lawn Care

Provide a copy of or reference to the described educational materials, which may include various forms or printed materials or electronic media files including subsequent updates or revisions each reporting period.

### Activity Date

### Name

12/31/2016

RenewOurWaters Posters

### Description

The RenewOurWaters materials, including posters, flyers and articles are available to NEWSC members upon request and on NEWSC.org. The materials address stormwater related topics and can be inserted into newsletters or used as separate mailers.

File Attachment [Kids-can-help-too-with-extended-margins.pdf](#)

File Attachment [Ice-and-Snow-Control-extended-margins.pdf](#)

File Attachment [Pet-Waste-with-extendend-margins.pdf](#)

File Attachment [Car.pdf](#)

File Attachment [Parking-Lot-BMP.pdf](#)

---

12/31/2016

Outdoor Banners

### Description

FWWA Outreach Coordinator designed two banners with (8) Renew Our Waters practices. These posters will be used as an educational tool at outdoor events and will be available to be checked out by NEWSC members.

File Attachment [Banner1.pdf](#)

---

**1.2.2 Public Pollution Prevention Education Plan****Responsible Staff / Position:****Description**

Summarize planned public outreach efforts to inform and educate the public on actions they can take to reduce or eliminate pollution of storm water each reporting period.

**Activity Date****Name**

01/01/2016

2016 NEWSC Work plan

**Description**

The 2016 work plan summarizes the expected efforts of the consortium for the year. The 2016 workplan was approved at the October 2015 Leadership Council Committee meeting.

File Attachment [2016 NEWSC Workplan.docx](#)

**1.2.3 Winter Parking Lot Maintenance Education for private facilities****Responsible Staff / Position:**

Chad VandenLangenberg

Program Coordinator - NEWSC &amp; LFR

**Description**

Provide education to facility managers and private snow and ice removal companies on proper salt usage and winter parking lot maintenance. Provide education through print media and workshops.

**Planned:** 2015 2016 2017

**Complete:** 2015 2016

**Activity Date****Name**

10/27/2016

Winter Parking Lot Workshop

**Description**

NEWSC held a Winter Parking Lot Workshop on October 27, 2016 in Appleton. To advertise for the workshop, a letter and educational flyer was mailed out to 337 schools, churches, strip malls and stores in the region. 23 people participated in the workshop.

File Attachment [Letter to property managers and snow removal contractors.pdf](#)

File Attachment [Winter Parking Lot and Sidewalk Maintenance Workshop 2016 flyer.pdf](#)

File Attachment [Training Manual.pdf](#)

File Attachment [NEWSC Parking Lot Mail list.xlsx](#)

File Attachment [registrations-for-winter-parking-lot-sidewalk-maintenance-workshop \(2\).csv](#)

### 1.3 Leaf Management and Lawn Care

#### Responsible Staff / Position:

**Required** Yes

#### Description

Provide information and education to promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.

#### Goals

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##### 1.3.1 Leaf Management and Lawn Care Education Materials

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

#### Description

Prepare or acquire informational materials to inform and educate the public about leaf management and lawn care actions they can take to reduce storm water pollution from sources they control, including techniques for beneficial reuse of leaves and grass clippings and proper use of fertilizers and pesticides.

Provide a copy of or reference to the described educational materials, which may include various forms or printed materials or electronic media files including subsequent updates or revisions each reporting period.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                   |
|---------------|------------------------|
| 12/31/2016    | RenewOurWaters Posters |

#### Description

The RenewOurWaters posters and articles are available to NEWSC members on the website and upon request. These materials can be inserted into newsletters or used as separate mailers.

File Attachment [The-Perfect-Lawn-with-extended-margins.pdf](#)

File Attachment [Leaf-Collection-with-extended-margins.pdf](#)

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## 1.4 Streambank and Shoreline Management

### Responsible Staff / Position:

**Required** Yes

### Description

Conduct public education and outreach efforts to promote the management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways.

### Goals

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#### 1.4.1 Streambank and Shoreline Management Education Materials

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

Prepare or acquire informational materials to inform and educate the public about streambank and shoreline management actions they can take to minimize erosion and restore and enhance the ecological value of waterways.

Provide a copy of or reference to the described educational materials, which may include various forms or printed materials or electronic media files including subsequent updates or revisions each reporting period.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                  |
|---------------|-----------------------|
| 02/11/2016    | Currents - Newsletter |

### Description

In partnership with the Fox-Wolf Watershed Alliance, a newsletter titled "The Current" was mailed out to 750 shoreline property owners around the Bay of Green Bay, the Lower Fox River and around the shores of Lake Michigan.

File Attachment [Winter 2016 to print.pdf](#)

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|            |                                     |
|------------|-------------------------------------|
| 12/31/2016 | RenewOurWaters Educational Material |
|------------|-------------------------------------|

### Description

The RenewOurWaters flyers and newsletter articles are available to NEWSC members upon request and on NEWSC.org.

File Attachment [Restore-Your-Shore-extended-margins.pdf](#)

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## 1.5 Residential Property Infiltration

### Responsible Staff / Position:

**Required** Yes

### Description

Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.

### Goals

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#### 1.5.1 Residential Property Infiltration Education Materials

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

Prepare or acquire informational materials to inform and educate residential property owners on actions they can take to promote greater infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks.

Provide a copy of or reference to the described educational materials, which may include various forms or printed materials or electronic media files including subsequent updates or revisions each reporting period.

**Planned:** 2016 2017

**Complete:** 2016

| Activity Date | Name                                  |
|---------------|---------------------------------------|
| 06/16/2016    | 2016 Rain Barrel Workshop in Appleton |

### Description

NEWSC & the Fox-Wolf Watershed Alliance hosted a Build Your Own Rain Barrel Workshop in Appleton at the FWWA office building. The workshop was aided by the City of Appleton Parks, Recreation, & Facilities Management Department who helped promote the event. The workshop began with education participants on stormwater runoff and the construction and benefits of rain barrels via powerpoint presentation. There were about 25 attendees in total. The Renew Our Waters flyers were available to participants. In total, 17 rain barrels were constructed.

File Attachment [appleton.jpg](#)

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|            |                                     |
|------------|-------------------------------------|
| 12/31/2016 | RenewOurWaters Educational Material |
|------------|-------------------------------------|

### Description

The Renew Our Waters materials are available to NEWSC members upon request and on NEWSC.org. The flyers and newsletter articles address stormwater related topics.

File Attachment [Rain-Barrel.pdf](#)

File Attachment [The-Perfect-Landscape-with-extended-margins.pdf](#)

File Attachment [A-Waterway-in-Your-Front-Yard-Ditch.pdf](#)

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## 1.6 Construction Site Erosion Control and Post Construction Education

### Responsible Staff / Position:

**Required** Yes

#### Description

Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.

#### Goals

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### 1.6.4 Municipal Employee Training on ESC and Post Construction BMPs

#### Responsible Staff / Position:

#### Description

Conduct or support education outreach or training efforts for municipal employees involved in the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices.

Provide a summary of efforts or activities as described completed each reporting period, including the type of outreach or training workshop, an overview of the information presented, date of the workshop and approximate number and type of participants.

#### Activity Date

#### Name

04/25/2016

2016 Stormwater Pond Workshop

#### Description

50 people attended the NEWSC Stormwater Pond Workshop, held in Appleton on September 30. The workshop provided attendees with an overview of the design of ponds, and training on pond inspection and maintenance. The day ended with a presentation on the potential of GIS integration to track pond inspection and maintenance programs.

File Attachment [NEWSC Pond Workshop 2016 Outline.xlsx](#)

File Attachment [2016\\_9\\_30\\_Stormwater Pond Wkshp.xlsx](#)

File Attachment [Stormwater Pond Workshop Evaluations.pdf](#)

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### 1.6.5 Stormwater Advisory Committee

#### Responsible Staff / Position:

Nick Waldschmidt  
NEWSC Vice Chair  
(920) 322-3482

#### Description

Support development and operation of a stormwater advisory committee for the purpose of providing input and feedback to the MS4 through development of permit compliance plans and activities.

Provide a summary of stormwater committee activity conducted each reporting period.

**Planned:** 2014 2015 2016

**Complete:** 2014 2015

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**Activity Date****Name**

01/26/2016

Erosion &amp; Sediment Control Workshop for Builders/Contractors

**Description**

The Erosion & Sediment Control workshop was held at Robbin's Restaurant in Oshkosh on 1/26/2016. The workshop addressed 1 & 2 family home erosion & sediment control practices. The workshop was attended by Eleven people including municipal building inspectors as well as a few home builders. The workshop qualified for 4.5 CEUs for Commercial Building Inspector, Dwelling Contractor Qualifier and UDC Construction Inspector.

12/31/2016

Erosion Control Pocket Field Guide

**Description**

Pocket field guides highlighting Erosion and Sediment Control best management practices were created by the Building and Development Committee in 2014. Extra field guides have been printed and are handed out to all erosion control workshop attendees. NEWSC members can purchase additional field guides to provide to their inspectors or builders/contractors that work in their municipality.

File Attachment [Pocket Reference Guide - final.pdf](#)

12/31/2016

RenewOurWaters Posters

**Description**

The RenewOurWaters posters are available to NEWSC members upon request and onNEWSC.org. The posters address stormwater related topics.

File Attachment [Concrete-Washout-extended-margins.pdf](#)

File Attachment [Construction-Site.pdf](#)



## 1.7 Conduct Public Education and Outreach Activities

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

**Required No**

### Description

Conduct the activities described in the stormwater Public Education and Outreach program for the specific topics and identified target audiences using the identified mechanisms or activities below. Note that these activities will use the specific materials developed as specified above and will follow specific plans for identified goals or for general storm water information and education.

Specific storm water management education elements required by permit to be addressed in the MS4's public education and outreach efforts include:

- Promotion of detection and elimination of illicit discharges and associated water quality impacts
- Proper management of materials that may cause storm water pollution from sources including automobiles, pet waste, household hazardous waste and household practices
- Beneficial reuse of leaves and grass clippings; proper use of lawn and garden fertilizers and pesticides
- Management of streambanks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways
- Promotion of residential efforts to infiltrate storm water runoff from rooftops downspouts, driveways and sidewalks
- Proper design, installation and maintenance practices for those responsible for design, installation and maintenance of construction site erosion control practices and storm water management facilities.
- Education on methods of storm water pollution prevention for those businesses and activities that may pose a storm water contamination concern.
- Efforts to promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development.

### Annual Reporting Items

Many of the goals of the plan are common to several of the plan elements. Those goals are documented in this section.

### Goals

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#### 1.7.1 Overall Storm Water Information and Education Program

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

Provide a copy of or reference to an overall plan or strategy for storm water management program information and education outreach efforts, including the topic-specific plans identified within the permit for the current reporting period.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                   |
|---------------|------------------------|
| 03/19/2016    | Super Science Saturday |

### Description

Outreach Coordinator, Kelly Reyer, set up at Woodland Elementary School in Appleton's Super Science Saturday event on Saturday, March 19th. The event participants were of all ages as this was a community science event. The Enviroscope model was demonstrated approximately 20 times for different groups of people. There was also educational materials available for participants

### 1.7.2 Stormwater Education Website

#### Responsible Staff / Position:

### Description

Develop and maintain relevant stormwater education information on the MS4's public website, including information on general stormwater management topics and information specific to stormwater management issues within the MS4.

Provide a short description of information published on the website as described above through each reporting period and a link to the current website URL. Summarize the audiences targeted and estimated number of unique stormwater website page hits each reporting period.

#### Activity Date

#### Name

12/31/2016

RenewOurWaters.org

### Description

The RenewOurWaters.org website is updated with general stormwater management topics and information specific to stormwater.

The target audience is the general public.

### 1.7.5 Print Media Publications

#### Responsible Staff / Position:

Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

Provide seasonally relevant stormwater education information in print format for publication in local periodicals and other printed materials intended for broad distribution.

Provide a copy of each printed article published in local periodical or distributed publications, describing the period of publication and general distribution. Identify the stormwater theme and target audience for each article as well as the estimated quantity of residents reached with each newsletter.

**Planned:** 2015 2016 2017

**Complete:** 2015 2016

#### Activity Date

#### Name

04/22/2016

Appleton Post Crescent A to Z of Earth Day

### Description

The Appleton Post Crescent published an article on the A to Z list of Earth Day. The Fox-Wolf Watershed Cleanup was featured under the letter "W".

<http://www.postcrescent.com/story/news/2016/04/21/earth-day-2016-a-to-z-guide/83304418/>

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04/25/2016                      Appleton Post Crescent 2016 Watershed Cleanup Article

**Description**

The Appleton Post Crescent published a front page article covering the Watershed Cleanup, the need for volunteers, and the responsibility we all have to care for our waters.

<http://www.postcrescent.com/story/news/2016/04/25/alliance-hold-fox-wolf-watershed-cleanup/83511012/>

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06/12/2016                      Walleye Weekend

**Description**

This is an article covering the Walleye Weekend event June 10-12th. The article mentions the Conservation Station and there's a quote from FWWA/NEWSC Outreach Coordinator, Kelly Reyer, discussing interest in rain barrels.

<http://www.fdlreporter.com/story/news/local/2016/06/11/walleye-weekend-draws-crowds/85696254/>

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**1.7.6 Public Service Broadcasts**  
**Responsible Staff / Position:**

**Description**

Provide seasonally relevant public service announcements (PSA) for local broadcast media use focused on high priority stormwater education topics identified in the storm water management plan.

Provide a copy of the PSA text, approximate number of times aired and general time frame for broadcast each reporting period to document activity in support of this goal. Identify the stormwater message or theme and target audience for each PSA.

**Activity Date**

**Name**

04/16/2016                      91.1 The Avenue Radio Ad for the Cleanup

**Description**

FWWA was awarded a Community Impact Grant from 91.1 The Avenue radio station to create an radio ad for the 2016 Fox-Wolf Watershed Cleanup. The ad played eight times a day for two weeks from April 16th to April 30th.  
<https://clyp.it/itrpmhqj>

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04/25/2016                      WFRV Channel 5 Promotion of the Cleanup

**Description**

Kelly Reyer went on the morning show of Channel 5's news program to discuss the upcoming 2016 Fox-Wolf Watershed Cleanup. This segment was live on the scene of the Menominee Park cleanup location.  
<http://www.wearegreenbay.com/local-5-live/local-5-live-on-location/fox-wolf-watershed-cleanup>

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04/25/2016                      WFRV Channel 5 Promoting the Cleanup

**Description**

Kelly Reyer went on WFRV Channel 5's morning show in studio to discuss the upcoming 2016 Fox-Wolf Watershed Cleanup.  
<http://www.wearegreenbay.com/local-5-live/local-5-live-on-location/fox-wolf-watershed-cleanup>

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04/30/2016                      WFRV Channel 5 News Covering the Cleanup

**Description**

Channel 5 covered the Cleanup and interviewed Jessica Schultz who discussed opportunities for people to protect their waterways with choices they make at home.  
<http://www.wearegreenbay.com/news/local-news/fox-wolf-watershed-cleanup-2016>

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04/30/2016 Fox 11 Cleanup Coverage

#### Description

Genevieve Vander Velden, Jessica Schultz, and Jessica's children discuss the 2016 Fox-Wolf Watershed Cleanup on Good Day Wisconsin.

<http://fox11online.com/good-day-wi/fox-wolf-watershed-cleanup>

04/30/2016 NBC-26 Coverage of the 2016 Fox-Wolf Watershed Cleanup

#### Description

Kelly Reyer is interviewed discussing the 2016 Fox-Wolf Watershed Cleanup.

<http://www.nbc26.com/news/hundreds-of-volunteers-clean-up-fox-wolf-watershed>

### 1.7.7 Social Media Outreach

#### Responsible Staff / Position:

Kelly Reyer  
Outreach Coordinator

#### Description

Use social media tools or platforms to inform the public of volunteer opportunities, stormwater news, sources of information, education opportunities and other timely storm water management information relevant to residents of the community. Common social media outlets or platforms for use by the MS4 may include:

- Facebook
- Twitter
- YouTube
- Flickr

Provide a summary of or reference to social media outreach efforts made each reporting period, including the social media platform used, the message distributed and the approximate number of people reached.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

#### Activity Date

#### Name

12/31/2016 Fox-Wolf Watershed Alliance Facebook Page (4/1/16-5/31/16)

#### Description

Below is a recap of the posts and the number of people reached:

April 5—Final Day to vote on the 2016 Cleanup T-shirts, 173 reached

April 6—Buckthorn Busting at Bubolz (volunteers needed), 25 reached

April 7—Results from the Cleanup T-shirt Voting, 42 reached

April 11—Fox River, Green Bay Restoration Efforts Showing Progress (Journal Sentinel link), 247 reached

April 11—FWWA updated their cover photo showcasing 2016 Cleanup Sponsors with links, 22 reached

April 12—Area Farms tackle Phosphorus Runoff (WBAY link—article and video), 539 reached

April 13—FWWA radio ad clip from 91.1 The Avenue regarding the Cleanup, 51 reached

April 15—Yes Magazine article, being in Nature makes us happier and kinder (link), 267 reached

April 17—Shared the Cleanup Event, seeking volunteers, 118 reached

April 18—The Dead Horses are playing at the Cleanup Picnic, link to register for the Cleanup, 195 reached

April 22—Happy Earth Day, (link to register for the Cleanup), 183 reached

April 23—"A to Z Guide to Earth Day" (Post Crescent Article-link), 144 reached

April 24—Looking for Volunteers to promote the Cleanup on Channel 5 at Menominee Park in Oshkosh, 341 reached

April 26—"Alliance to Hold Fox Wolf Watershed Cleanup" (Post Crescent, link), 515 reached

April 28—Thank you to our In-Kind Cleanup Donors, 164 reached



April 29—Thanks for sharing our Cleanup event Dead Horses, 38 reached  
 April 29—Reminders and tips for Cleanup Volunteers, 34 reached  
 April 30—Shared the Album 2016 Fox-Wolf Watershed Cleanup (approx. 150 Cleanup photos), 310 reached  
 May 4—Join us for a Rain Barrel Workshop in Oshkosh (link to register), 158 reached  
 May 4—FWWA updated their cover photo (image from Cleanup), 71 reached  
 May 8—Other Cleanup opportunities in the watershed, 72 reached  
 May 15—Thanks to those who attended the Oshkosh Rain Barrel Workshop (workshop photos), 64 reached  
 May 16—Wiouwash Trail Cleanup Opportunity, 49 reached  
 May 18—2016 Cleanup Results (infographic), 757 reached  
 May 20—Photos from the Geography students at UW-Oshkosh doing stream bank restoration on the Fox River, 154 reached  
 May 23—Please attend our Rain Barrel Workshop on June 16th in Appleton (with link), 292 reached  
 May 25—(Journal Sentinel link) Man-made Islands to Cleanse Pollutants from Ponds, 271 reached  
 May 31—FWWA is on Instagram, follow us!, 17 reached

12/31/2016

Fox-Wolf Watershed Alliance Facebook Page 6/1/2016-7/12/2016

### Description

Below is a recap of the posts and the number of people reached:

June 1 – (picture) FWWA Program Coordinator Genevieve learns how water is treated on a tour at NEW Water in Green Bay (328 reached)  
 June 2 – (pictures) Outreach Coordinator presents to students about our watershed in Neenah and image shows thank you letter from students (146 reached)  
 June 3 – (picture) post showing a Renew our Waters message regarding car washing (162 reached)  
 June 5 – (picture) showing a rainbow over Lake Winnebago (645 reached)  
 June 7 – (pictures) week 1 of Appleton's Summer Camp FWWA taught lessons on stormwater runoff (92 reached)  
 June 8 – (image) advertising a Rain Barrel Workshop in Appleton on June 16th (139 reached)  
 June 11 – (images) discuss our exhibiting at Walleye Weekend in Fond du Lac and the types of displays and information in the Conservation Station tent (97 reached)  
 June 12 – (link) article in Fond du Lac Reporter about Walleye weekend and quote from FWWA Outreach Coordinator about the event (153 reached)  
 June 14 – (pictures) images from week 2 of Appleton's Summer Camp shows campers searching for birds and making a stained glass birds craft (248 reached)  
 June 15 – (picture & link) advertising for the June 16th Rain Barrel Workshop in Appleton (133 reached)  
 June 16 – (link) WLUK Fox 11 cover Field Days in Brown County which discusses topics including cover crops and other land conservation practices (171 reached)  
 June 17 – (pictures) images from the June 16th Rain Barrel Workshop (323 reached)  
 June 20 – (picture) images showing finished "wheel of pollution" and how it will be used as an educational tool (127 reached)  
 June 23 – (picture & link) introduction to the Aesthetics Monitoring program and a call for volunteers (340 reached)  
 June 27 – (link) link regarding the WDNR's Adopt a State Wildlife Area program (15 reached)  
 June 28 – (pictures) Appleton's summer camp, week 4—campers learned about prairie habitats and native plants' root structures help hold the soil together, played prairie dog tag (31 reached)  
 June 29 – (link) Volunteer opportunity—AIS Bridge Snapshot Day (270 reached)  
 July 5 – (image) image shows sign regarding not dumping into storm drains (341 reached)  
 July 5 – (link) FWWA blog post about the WDNR's Fish Sticks project creating fish habitat in the Lower Fox River (457 reached)  
 July 6 – (link) 37 Great Lakes Facts that Will Blow Your Mind (1,249 reached)  
 July 10 – (picture) image of the Bay of Green Bay (378 reached)  
 July 12 – (pictures) Appleton's Summer Camp, week 6 students learned about different pollutants that enter our waters using the wheel of pollution, played runoff races, and created storm drain stencil designs (39 reached)

12/31/2016

Fox-Wolf Watershed Alliance Facebook Page 8/29/2016-10/21/2016

### Description

August 29 – (event) Live Green Event shared, FWWA to hold Rain Barrel Workshop at the event (116 reached)  
 August 30 – (link) FWWA blog post about changes at home to improve water quality (319 reached)  
 August 31 – (picture) pretty sunset over the Fox River in Oshkosh (161 reached)

September 6 – (link) FWWA blog post about Live Green Rain Barrel Workshop event (85 reached)  
 September 6 – (link) River Alliance link to video discussing AIS Bridge Snapshot Day (49 reached)  
 September 6 – (picture) FWWA update profile picture to fall logo (31 reached)  
 September 7 – (link) article about Starry Stonewart found in Sturgeon Bay (233 reached)  
 September 8 – (link) FWWA link about hiring for a Program/NEWSC Coordinator (591 reached)  
 September 12 – (pictures) photos from AIS Bridge Snapshot Day & thanking volunteers (89 reached)  
 September 13 – (link) FWWA blog post about how to drain pools & spas (319 reached)  
 September 14 – (picture) Volunteers need for final Wiouwash Trail Cleanup tonight (54 reached)  
 September 19 – (event) Household Hazardous Waste Collection in Appleton 9/24 (213 reached)  
 September 21 – (pictures) images from the Healing our Waters Conference in Ohio (77 reached)  
 September 23 – (link) shared Green Lake Associations link about shoreline planting (41 reached)  
 September 26 – (picture) cool perspective picture of Lake Michigan (61 reached)  
 September 26 – (picture) shared Alliance for the Great Lakes post regarding beach ashtrays to keep litter off of beaches and out of the waters of Lake Michigan (92 reached)  
 September 28 – (event) Bike Across Bago 2/4/2017 (135 reached)  
 October 3 – (link) FWWA blog post about volunteers needed for Aesthetics Monitoring (290 reached)  
 October 10 – (link) FWWA blog post about cover crops growing in the Plum and Kankapot (112 reached)  
 October 10 – (link) Earth Charter Week begins at UW-Oshkosh (71 reached)  
 October 11 – (picture) advertising a Piping Plover talk at Green Bay Wildlife Sanctuary on 10/13 (386 reached)  
 October 11 – (picture) shared GLA's picture of sunglasses covered in Zebra Mussels (36 reached)  
 October 18 – (link) shared article about Yellowstone using porous pavement to absorb water (194 reached)  
 October 18 – (link) FWWA blog post about GLC brokering first Water Quality Trade (99 reached)  
 October 19 – (link) Wisconsin State Farmer article covering the Clean Bay Backers event (450 reached)  
 October 19 – (link) FWWA blog post about 52nd annual Conservation Field Days in Outagaie County (106 reached)  
 October 21 – (picture) students at Fond du Lac school help clean up Enviroscape model after FWWA/NEWSC presentation (256 reached)

12/31/2016

Fox-Wolf Watershed Alliance Facebook Page 10/22/2016-12/8/2016

**Description**

October 22 – (link) Veins of America-Map showing all the river basins in the U.S. (157 reached)  
 October 23 – (link) WUWM article about the problems of cigarette litter in Milwaukee (93 reached)  
 October 26 – (link) FWWA blog post about upcoming Winter Parking lot Maintenance Workshop in Appleton hosted by FWWA/NEWSC (179 reached)  
 November 1 – (picture) Save the Date for the 2017 Cleanup (380 reached)  
 November 1 – (link) Blog post about Cellcom's Green Gift program and a thank you for their sponsorship (182 reached)  
 November 2 – (link) information about drugs in our waters and where to dispose of them (98 reached)  
 November 5 – (picture) a buck crosses Silver Creek (Upper Fox River Watershed) (57 reached)  
 November 7 – (link) article about investments in water quality boosts jobs & property values (150 reached)  
 November 8 – (picture) Renew Our Waters image regarding proper leaf collection (380 reached)  
 November 9 – (link) Survey for potential Cleanup Site Leaders (161 reached)  
 November 14 – (link) article about Living Shorelines (114 reached)  
 November 14 – (picture) a surfer rides a wave on Lake Michigan (317 reached)  
 November 15 – (video) Phragmites & Waterfowl Hunters (100 reached)  
 November 16 – (link) WPR article on improved waters and growing wild rice in Green Bay (128 reached)  
 November 18 – (video) USDA discusses how cover crops keep the soil intact (59 reached)  
 November 18 – (link) Science magazine article about power plants' gypsum helping with reducing phosphorus runoff on agricultural fields (177 reached)  
 November 21 – (link) Fox River Boardwalk Study (connecting communities over water) (186 reached)  
 November 22 – (link) FWWA blog post about streambank restoration in Plum & Konkapot sub-watersheds (226 reached)  
 November 22 – (picture) VolunteerFest advertisement and FWWA will have a booth (148 reached)  
 November 23 – (picture) River quote & image from River Alliance of WI (140 reached)  
 November 26 – (link) FWWA blog post Welcome new FWWA staff Korin & Chad (142 reached)  
 November 29 – (link) Link to FWWA memberships/donations for #GivingTuesday (138 reached)  
 December 1 – (link) article about salt contamination in Madison's wells (86 reached)  
 December 2 – (picture) Quote about the magic of water (276 reached)  
 December 2 – (picture) FWWA update cover photo (volunteer images) (100 reached)

December 2 – (picture) FWWA update profile picture (10 reached)  
 December 6 – (link) article on “5 Invasive Species that May have Won the War” (260 reached)  
 December 6 – (picture) beautiful sunset over Green Lake (21 reached)  
 December 8 – (video) A new type of River Management is Coming (194 reached)

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12/31/2016 Fox-Wolf Watershed Alliance Facebook Page 12/9/2016-12/31/2016

### Description

December 9 – (picture) a teaspoon of road salt is enough to pollute 5 gallons of water (119 reached)  
 December 11 – (picture) Renew Our Waters image regarding shoveling & salting (674 reached)  
 December 20 – (video) Fox River projects and history (210 reached)  
 December 21 – (link) Fox Valley Sledding Hills (154 reached)  
 December 21 – (video) FWWA's Year in Review video (4,291 reached)  
 December 23 – (link) Oshkosh Northwestern-Oshkosh to Look at Shoreline Restoration (350 reached)  
 December 26 – (link) FWWA link to Nominate a Watershed Hero (251 reached)  
 December 26 – (picture) Bubolz Nature Center is seeking your Christmas trees (246 reached)  
 December 29 – (picture) shared from GLA, Trumpeter Swans on Green Lake (104 reached)  
 December 29 – (pictures & video) Ice Boarding on Lake Winnebago (300 reached)  
 December 30 – (link) Chicago Tribune-Cigarette butts make up half the Trash at Chicago Beaches (108 reached)

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12/31/2016 Fox-Wolf Watershed Alliance Facebook Page 7/13/2016-8/28/2016

### Description

July 13 – (picture) Wiouwash Trail Cleanup along Lake Butte des Morts on July 19th (114 reached)  
 July 13 – (picture) Looking for Aesthetics Monitors (volunteers needed) (98 reached)  
 July 14 – (pictures) The power of water—showing flooding in northern Wisconsin (50 reached)  
 July 19 – (pictures) Appleton Summer Camp, week 7—campers searched for insects in the park, learned about different types of insects found in different habitats, and created a bug collection craft (219 reached)  
 July 20 – (pictures) shared post from BDMCC-volunteers cleaned up the Wiouwash Trail (150 reached)  
 July 21 – (link) article about Into the Streets program (cleanup and aesthetics monitoring with FWWA) (60reached)  
 July 22 – (video) Drawn to Water (99 reached)  
 July 31 – (link) article on phragmites treatment in the Bay of Green Bay (159 reached)  
 August 1 – (link) FWWA blog post about upcoming Women Caring for the Land event (86 reached)  
 August 2 – (pictures) Appleton Summer Camp, week 8—campers learned about invasive species, looked at preserved species, took a hike to see invasive species in the park and then made their own invasive species specimen jars to take home (326 reached)  
 August 3 – (image & link) Winneconne Water Hyacinth Monitors needed (273 reached)  
 August 4 (picture) WLUK shared photo of kayaker on Bay of Green Bay with sunset (248 reached)  
 August 4 (picture) shared Love WI's post about the importance of WI's waters (136 reached)  
 August 5 (picture) discussing exhibiting at Two Rivers' Community Cares event and showing the Watershed Pledge and kids who took the watershed pledge (261 reached)  
 August 8 – (link) shared MKE Riverkeepers video/link of 4 months-time-lapsed-under Lake Michigan waters (191 reached)  
 August 9 – (pictures) Appleton Summer Camp, week 9—the campers learned about streams, explored a stream in the park and then played stream bingo (69 reached)  
 August 10 – (link) Still looking for Aesthetics Monitors (448 reached)  
 August 11 – (link) What is Green Infrastructure? American Rivers (100 reached)  
 August 11 – (link) Gathering Waters Photo Competition (319 reached)  
 August 15 – (video) USDA showing healthy soils = healthy waters (170 reached)  
 August 17 – (link) FWWA blog post about September 10th Rain Barrel Workshop (140 reached)  
 August 22 – (image) thanks to Village of Sherwood for having FWWA/NEWSC exhibit at their SummerFest event (50 reached)  
 August 23 – (picture) a pretty rainbow over Lake Winnebago (225 reached)  
 August 25 – (picture) information about AIS Snapshot Day and call for volunteers (697 reached)  
 August 25 – (link) 5 Ways to Protect Yourself from Blue-green Algae (259 reached)  
 August 27 – (pictures) Thanking our St. Norbert volunteers for helping clean up and perform Aesthetics Monitoring in Voyaguer Park in De Pere (760 reached)

### 1.7.8 Storm Water Education Exhibits

**Responsible Staff / Position:** Kelly Reyer  
Outreach Coordinator

#### Description

Host stormwater education exhibits at community events for opportunity to provide stormwater program information and to receive public feedback.

Document activity toward achieving this goal each reporting period with a description and date of the event, narrative summary of the information provided including the stormwater theme, the estimated number of public contacts made and identification or copy, including the quantity, of materials distributed.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                                 |
|---------------|--------------------------------------|
| 02/13/2016    | N.E.W. Sport Fishin' Show in Oshkosh |

#### Description

Kelly Reyer exhibited at the N.E.W. Sport Fishin' Show on Saturday, February 13th at the Sunnyview Expo Center in Oshkosh. There were Renew Our Waters flyers available and event goers were encouraged to take the Watershed Pledge. The pledge, flyers, and other educational messages were available all weekend.

File Attachment [Watershed Pledge at NEW Sport Fishin Show2016.jpg](#)

|            |                                    |
|------------|------------------------------------|
| 03/19/2016 | Super Science Saturday in Appleton |
|------------|------------------------------------|

#### Description

The Super Science Saturday event took place on Saturday, March 19th at Woodland Elementary School in Appleton from 9-11am. NEWSC set up an exhibit in the school's gym and demonstrated stormwater runoff in action using the Enviroscape Model. We also partnered with Calumet County who borrowed our groundwater model and demonstrated how groundwater becomes polluted and how water moves underground. At least 80 people of all ages approached the tables throughout the morning.

File Attachment [Super Science Saturday.jpg](#)

|            |                        |
|------------|------------------------|
| 04/23/2016 | STEM Safari On the Fox |
|------------|------------------------|

#### Description

FWWA/NEWSC was invited to present to over 60 students grades 3-7 at UW-Oshkosh's STEM Safari on the Fox which focused on environmental issues in our area. We discussed runoff pollution in our local lakes and streams and demonstrated the Enviroscape model.

|            |                      |
|------------|----------------------|
| 05/07/2016 | Bird Fest in Oshkosh |
|------------|----------------------|

#### Description

Kelly Reyer exhibited at Bird Fest in Oshkosh on Saturday, May 7, 2016 at Menominee Park in Oshkosh. There were Renew Our Waters educational flyers available and residents were encouraged to take the watershed pledge.

File Attachment [IMG\\_20160507\\_082240083.jpg](#)

|            |                            |
|------------|----------------------------|
| 06/11/2016 | Walleye Weekend Exhibiting |
|------------|----------------------------|

#### Description

FWWA/NEWSC set up an educational table at the Fond du Lac Walleye Weekend event on Friday, June 10th and Saturday, June 11th. There were Renew Our Waters handouts available and Kelly Reyer was there encouraging people to take the Watershed Pledge. On Saturday, Kelly did two presentations (10:00am & 2:00pm) on the personal and environmental benefits of installing rain barrels and then followed that by building a rain barrel in front of an audience. Below are two links. The first describes the Conservation Station and the other is an article from the Fond du Lac Reporter with a quote from Kelly.



<http://www.fdlfest.com/walleye-weekend-map/waste-management-conservation-station-new>  
<http://www.fdlreporter.com/story/news/local/2016/06/11/walleye-weekend-draws-crowds/85696254/>

File Attachment [IMG\\_20160610\\_154436059\\_HDR.jpg](#)

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08/05/2016 Two Rivers Community Cares Event

**Description**

The Two Rivers Community Cares event took place on Friday August 5th at the city center in Two Rivers. NEWSC set up an exhibit next to the Public Works Department and provided 8 Renew Our Waters flyers to the public. The watershed pledge was available at this event where pledgers provided their demographic information, and received either a beach ball, sports bottle, or pet waste bag holder that read, "I took the watershed pledge" in return. At least 120 people approached the booth throughout the day.

File Attachment [IMG\\_20160805\\_092001977\\_HDR.jpg](#)

File Attachment [IMG\\_20160805\\_111947477\\_HDR.jpg](#)

File Attachment [collage of watershed pledgers.jpg](#)

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08/21/2016 SummerFest Community Event in Sherwood

**Description**

The SummerFest event took place on Saturday, August 21st at Wanick Choute Park in Sherwood. NEWSC set up an exhibit in the park's shelter and provided 8 Renew Our Waters flyers to the public. The watershed pledge was available at this event where pledgers provided their demographic information, and received either a beach ball, sports bottle, or pet waste bag holder that read, "I took the watershed pledge" in return. At least 80 people approached the booth throughout the day.

File Attachment [SummerFest in Sherwood 8.21.2016.jpg](#)

File Attachment [SummerFest in Sherwood 8.2016.jpg](#)

File Attachment [Sherwood Facebook Post.PNG](#)

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10/15/2016 Trick or Treat Trail in Bellevue

**Description**

The Trick or Treat Trail community event took place on Saturday, October 15th at Josten Park in Bellevue. NEWSC set up an exhibit along a trail in the park's forested area and provided 8 Renew Our Waters flyers to the public. The watershed pledge was available at this event where pledgers provided their demographic information, and received either a beach ball, sports bottle, or pet waste bag holder that read, "I took the watershed pledge" in return. At least 400 people approached the booth throughout the day. Candy was provided to trick or treaters.

File Attachment [TrickorTreatTrailBellevue.jpg](#)

File Attachment [Bellevue Trick or Treat Trail Info.pdf](#)

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**1.7.9 Storm Water Education Presentations**

**Responsible Staff / Position:** Kelly Reyer  
 Outreach Coordinator

**Description**

Host, support or conduct presentations on stormwater education topics for local organizations, including community groups, business groups, schools, non-profit and professional organizations.

Identify each presentation conducted each reporting period, including the date, name of the group or organization, audience description, topic presented and stormwater theme, approximate number of participants in the discussion and any materials distributed. Include a copy of the presentation document when available.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

**Activity Date**                      **Name**

01/06/2016                      Graber Elementary School in Menasha

**Description**

Outreach Coordinator, Kelly Reyer, presented to (3) 5th grade classes at Graber Elementary in Menasha in the afternoon on January 6th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 75 students.

---

01/25/2016                      Allouez Stormwater Utility Commission Presentation

**Description**

Allouez is part of the Lower Fox River TMDL. Jessica presented to the Allouez Stormwater Utility Commission on the MS4 permit and how it will change with an approved TMDL in place.

File Attachment    [Stormwater permit and TMDL presentation.pptx](#)

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02/09/2016                      West High School in Green Bay

**Description**

Outreach Coordinator, Kelly Reyer, presented to (3) Environmental Science classes at West High School in Green Bay during the morning and afternoon on February 9th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 50 students.

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02/18/2016                      Horizons Elementary School in Appleton

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 6th grade classes at Horizons Elementary in Appleton during the afternoon on February 18th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 50 students.

---

03/10/2016                      Notre Dame Academy in Green Bay

**Description**

Outreach Coordinator, Kelly Reyer, presented to (3) high school classes at Notre Dame Academy in Green Bay during the morning and afternoon on March 10th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 60 students.

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05/03/2016                      Beaumont Elementary in Green Bay

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 5th grade classes at Beaumont Elementary in Green Bay during the afternoon on May 3rd. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 50 students.

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05/05/2016                      Baird Elementary in Green Bay

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 5th grade classes at Baird Elementary in Green Bay during the afternoon on May 5th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 50 students.

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05/17/2016                      Lakeview Elementary in Neenah

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 5th grade classes at Lakeview Elementary in Neenah during the afternoon on May 17th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 50 students.

File Attachment    [LakeviewElementaryinNeenah1.jpg](#)

File Attachment    [LakeviewTY1.jpg](#)

05/31/2016

Aldo Leopold School in Green Bay

**Description**

Outreach Coordinator, Kelly Reyer, presented to 6th-8th graders at Aldo Leopold School in Green Bay during the afternoon on May 31st. The students received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 12 students.

06/02/2016

Emmeline Cook Elementary in Oshkosh

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 4th grade classes at Emmeline Cook Elementary in Oshkosh during the morning of June 2nd. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. The students also took the Watershed Pledge. There were approximately 45 students.

File Attachment [Emmeline Cook.jpg](#)File Attachment [Emmeline Cook1.jpg](#)File Attachment [Emmeline Cook2.jpg](#)

10/04/2016

Kaukauna High School

**Description**

Outreach Coordinator, Kelly Reyer, presented to an Environmental Science class at Kaukauna High School in Kaukauna during the morning of October 4, 2016. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. The students also took the Watershed Pledge. There were approximately 15 students.

10/20/2016

Lakeshore Elementary in Fond du Lac

**Description**

Outreach Coordinator, Kelly Reyer, presented to (3) 5th grade classes at Lakeshore Elementary in Fond du Lac during the afternoon of October 20th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. There were approximately 70 students.

File Attachment [Lakeshore Elementary Exhibiting.jpg](#)

11/30/2016

Huntley Elementary in Appleton

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 4th grade classes at Huntley Elementary in Appleton during the morning of November 30th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. The students also took the Watershed Pledge. There were approximately 50 students.

12/07/2016

Huntley Elementary in Appleton

**Description**

Outreach Coordinator, Kelly Reyer, presented to (2) 4th grade classes at Huntley Elementary in Appleton during the morning of December 7th. The classes received a presentation on stormwater runoff education and used the Enviroscape model to show stormwater runoff in action. The students also took the Watershed Pledge. There were approximately 50 students.

**1.7.10 Collaborative Education Efforts****Responsible Staff / Position:**

Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

**Description**

Collaborate with other entities to meet stormwater education and outreach goals, including local and regional non-profit/ environmental/ community groups and other local units of government.

Summarize collaboration efforts each reporting period, including the name and description of each group, and collaborative efforts completed including a summary of educational materials or information provided, date conducted and estimated number of participants for each activity.

**Planned:** 2016 2017

**Complete:** 2016

| Activity Date | Name                                         |
|---------------|----------------------------------------------|
| 12/31/2016    | Cooperation with Coastal Collaboration Group |

**Description**

Partners from Milwaukee area - SWEET Water, Lakeshore Natural Resource Partnership (LNRP), Sea Grant and Lake Michigan Stakeholders are working on coordinating public education campaigns along the shores of Lake Michigan. The group is meeting to discuss merging or building off of existing campaigns (Milwaukee area "Respect Our Waters" campaign, LNRP's "We all Live on the Water" and NEWSC's "Renew Our Waters Campaign"). The group met on 11/16/2016 and 12/15/2016. Additional meetings and forward movement on the education campaign are anticipated in 2017.

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## 2 Public Involvement and Participation

**Responsible Staff / Position:**

### **Description**

The permittee shall maintain its program to notify the public of activities required by this permit and to encourage input and participation from the public regarding these activities. This program shall have measurable goals for public involvement and participation and comply with applicable state and local public notice requirements.

## Best Management Practices

### 2.2 Public Involvement

#### Responsible Staff / Position:

Required No

#### Description

Provide opportunities for public input and participation in development of programs and policies developed to maintain compliance with MS4 permit requirements. Give consideration to public input received for incorporation with stormwater management programs and practices.

#### Goals

#### 2.2.2 Public Participation Opportunities

**Responsible Staff / Position:** Kelly Reyer  
Outreach Coordinator

#### Description

Provide or support opportunities for public involvement in stormwater management plan development and program implementation. Such activities might include storm drain marking, waterway cleanup, clean sweep programs, household hazardous waste drop offs, rain garden workshops and rain barrel programs.

Provide a summary of public involvement activities offered each reporting period, including a description of the activity, the number of people involved and the results of the activity.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                            |
|---------------|---------------------------------|
| 04/30/2016    | 2016 Fox-Wolf Watershed Cleanup |

#### Description

NEWSC partnered with the Fox-Wolf Watershed Alliance and other sponsors to hold the 2016 Fox-Wolf Watershed Cleanup on Saturday, April 30, 2016. Cleanup sites were organized for the entire stretch of the Lower Fox River, around Lake Winnebago, Lake Butte des Morts, and on the Wolf/Embarass rivers in New London. In total, our volunteers removed 307 bags of trash, 353 chunks of styrofoam, 6.5 tires, one big wheel trike, one cooler, a metal drum, and three metal pipes were removed from our watershed. Many other strange items were found as well. The event drew collaboration from the UW-Oshkosh Wildlife Conservation Club, the annual Fondy River Cleanup group, Friends of High Cliff, Time Warner Cable's Green Team, Graymont employees, and the Fond du Lac County Land and Water Conservation Department. The event attracted numerous sponsors, and the story was broadcasted on Channel 5 news, Fox-11 news, NBC-26, and published by the Appleton Post-Crescent.

Radio ad: <https://clyp.it/itrpmhqj>

Post Crescent for Watershed Cleanup A-Z Guide to Earth Day (Letter W):

<http://www.postcrescent.com/story/news/2016/04/21/earth-day-2016-a-to-z-guide/83304418/>

Post Crescent Cover Story:

<http://www.postcrescent.com/story/news/2016/04/25/alliance-hold-fox-wolf-watershed-cleanup/83511012/>

Fox-11 Coverage 4/30/2016:

<http://fox11online.com/good-day-wi/fox-wolf-watershed-cleanup>

File Attachment [2016 Cleanup Totals.jpg](#)

File Attachment [Event poster 2016.jpg](#)

File Attachment [Fox River Watershed Cleanup PR 2016.doc](#)

09/10/2016

AIS Bridge Snapshot Day 2016

**Description**

Aquatic Invasive Species Bridge Snapshot Day took place on Saturday, September 10, 2016 at locations throughout Wisconsin. Fox-Wolf Watershed Alliance coordinated a rendezvous site in Appleton. There were four teams coordinated by FWWA that consisted of 3-8 volunteers each and included teams in Neenah, Menasha, Little Chute, Appleton-Newberry/North Island, and Appleton-Peabody/Lutz/Telulah. There were approximately 17 volunteers. Participants were trained on how to search, collect, and report on invasive species at their sites. Volunteers were provided breakfast and training and then traveled to their sites to search for invasive species. The event is ultimately coordinated by the River Alliance of Wisconsin who uses the data to report on the target areas for AIS outreach and projects.

File Attachment [Chase Herb n Dolly Smith Neenah 2 Mystery Snail \(1\).jpg](#)

File Attachment [Dawson AIS the Refuge \(1\).jpg](#)

File Attachment [Doering Family Appleton.jpg](#)

**2.2.4 Storm Drain Marking Program****Responsible Staff / Position:****Description**

Provide assistance to various local groups with storm drain marking or stenciling, upon request.

Summarize volunteer storm drain marking or stenciling activities assisted each reporting period, including the number of storm drains marked or stenciled.

| Activity Date | Name | Description |
|---------------|------|-------------|
| None          |      |             |

## 4 Construction Site Pollutant Control

**Responsible Staff / Position:**

### **Description**

The permittee shall continue to implement and enforce its program to reduce the discharge of sediment and construction materials from construction sites.



## Best Management Practices

### 4.1 Erosion and Sediment Control Regulatory Mechanism

#### Responsible Staff / Position:

Required Yes

#### Description

Adopt and maintain an ordinance or other regulatory mechanism to require erosion and sediment control at construction sites and establish sanctions to ensure compliance. At a minimum, the ordinance or other regulatory mechanism shall establish or include:

1. Applicability and jurisdiction.  
(1) Pursuant to the authority provided to the permittee under Wisconsin statutes, it shall apply to all construction sites with one acre or more of land disturbance, and to sites of less than one acre if they are part of a larger common plan of development or sale under the jurisdiction of the permittee.
2. Requirements for design and implementation of erosion and sediment control practices consistent with the criteria of those approved by the Department.
3. Construction site performance standards equivalent to those in ss. NR 151.11(6m) and 151.23(4m), Wis. Adm. Code. If the current ordinance does not contain construction site performance standards equivalent to those in ss. NR 151.11(6m) and 151.23(4m), Wis. Adm. Code, the permittee shall create or amend the ordinance to meet this requirement within 24 months of the date of notification of coverage under this permit.
4. Erosion and sediment control plan requirements for landowners of construction sites equivalent to those contained in s. NR 216.46, Wis. Adm. Code.
5. Inspection and enforcement authority.
6. Requirements for construction site operators to manage waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site so as to reduce adverse impacts to waters of the state.

#### Goals

#### 4.1.1 ESC Regulatory Mechanism

#### Responsible Staff / Position:

#### Description

Develop, adopt and implement a regulatory mechanism to establish requirements for erosion and sediment controls and waste controls from construction activity as described. Also develop and maintain policy guidance outlining procedures for application of various sanctions or penalties authorized within the regulatory mechanism.

Provide a copy of or link to the adopted IDDE regulatory mechanism and accompanying policy guidance. Confirm that the copy provided or link referenced is current each reporting period.

| Activity Date | Name                              |
|---------------|-----------------------------------|
| 12/31/2016    | Post Construction Model Ordinance |

#### Description

Post Construction Model Ordinance was complete in 2015 and available to all members.

File Attachment [NEWSC POST CONSTRUCTION MODEL ORDINANCE.pdf](#)

|            |                                                                |
|------------|----------------------------------------------------------------|
| 12/31/2016 | NEWSC Model Construction Site Erosion Control Zoning Ordinance |
|------------|----------------------------------------------------------------|

#### Description

NEWSC Model ordinance updated in 2015 is available to members.

File Attachment [NEWSC Model Construction Site Erosion Control  
Zoning Ordinance.pdf](#)

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#### 4.4 Administer Construction Site ESC Program

**Responsible Staff / Position:**

**Required** Yes

##### Description

Administer the construction site pollutant control program including the process for obtaining local approval, managing and responding to complaints, and tracking regulated construction sites.

##### Goals

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#### 4.4.4 Administer Erosion & Sediment Control Workshops

**Responsible Staff / Position:**

##### Description

**Planned:** 2014 2015 2016

**Complete:** 2014 2015

| Activity Date | Name |
|---------------|------|
| 01/26/2016    | 2016 |

##### Description

The Erosion & Sediment Control workshop was held at Robbin's Restaurant in Oshkosh on 1/26/2016. The workshop addressed 1 & 2 family home erosion & sediment control practices. The workshop was attended by Eleven people including municipal building inspectors as well as a few home builders. The workshop qualified for 4.5 CEUs for Commercial Building Inspector, Dwelling Contractor Qualifier and UDC Construction Inspector.

File Attachment [Erosion Control Training Single Family Homes 10\\_20\\_15.ppt](#)

File Attachment [Erosion and Sediment Control Workshop Form 1\\_26.pdf](#)

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## 5 Post Construction Stormwater Control

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

Develop, adopt and implement a Post Construction Stormwater Control Ordinance.



## Best Management Practices

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### 5.1 Post Construction Stormwater Control Reference Guide

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

**Required** Yes

#### Description

NEWSC Building & Development Committee has been working on a Post Construction Stormwater Control Ordinance - Reference Guide that will match up with the written ordinance to aid with interpretation and implementation.

Measureable goal to include completed reference guide by the end of 2017.

A copy of the guide will be provided when it is complete.

#### Specific Components and Notes

Link to the current document:

<https://drive.google.com/open?id=0B3QBi7Jc-6UoSHV4Q1JUMnpWcGc>

#### Goals

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None

| Activity Date | Name | Description |
|---------------|------|-------------|
| None          |      |             |

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## 5.2 Staff Training

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

**Required No**

### Description

Include measurable goals to educate appropriate municipal and other personnel involved in implementing this program.

### Goals

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#### 5.2.1 Post Construction BMP Training

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

### Description

NEWSC will offer training to municipal staff on the operations, inspection and maintenance programs for a variety of post construction best management practices. The Municipal committee will aim to provide one training per year beginning in 2016.

**Planned:** 2016 2017

**Complete:** 2016

| Activity Date | Name                     |
|---------------|--------------------------|
| 09/30/2016    | Stormwater Pond Workshop |

### Description

Fifty people participated in the Stormwater Pond Workshop held at the Scheig Center in Appleton on Friday, September 30. Topics included:

- Key design elements of Stormwater Ponds
- Inspection
- Pond Tour
- Pond Maintenance
- GIS Integration for Management
- Panel discussion

### Panelists:

Mike Kraszewski, City of Rochester, MN  
Allan Barrows, Waukesha County  
Pete Neuberger, City of Appleton  
James Rabe, City of Oshkosh  
Nick Waldschmidt, City of Fond du Lac

|                 |                                                                                                |
|-----------------|------------------------------------------------------------------------------------------------|
| File Attachment | <a href="#"><u>NEWSC Pond Workshop 2016 Outline.xlsx</u></a>                                   |
| File Attachment | <a href="#"><u>NEWSC STORMWATER POND WORKSHOP INSPECTION - Mike Kraszewski.pdf</u></a>         |
| File Attachment | <a href="#"><u>NEWSC STORMWATER POND WORKSHOP MAINTENANCE PROGRAM - Mike Kresewski.pdf</u></a> |
| File Attachment | <a href="#"><u>City of Rochester Pond Acceptance Checklist.DOC</u></a>                         |
| File Attachment | <a href="#"><u>City of Rochester Storm Pond Inspection Form.doc</u></a>                        |

File Attachment [2016\\_9\\_30\\_Stormwater Pond Wkshp.xlsx](#)

File Attachment [Stormwater Pond Workshop Evaluations.pdf](#)

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## 6 Pollution Prevention

Responsible Staff / Position:

### Description

The permittee shall continue to implement its pollution prevention program.



## Best Management Practices

### 6.10 Staff Training and Education

#### Responsible Staff / Position:

**Required** Yes

#### Description

Include measurable goals to educate appropriate municipal and other personnel involved in implementing this program.

#### Goals

##### 6.10.1 Operations Staff Training

#### Responsible Staff / Position:

Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

#### Description

Provide pollution prevention training for operations staff each year.

Provide a description of completed training each reporting period, including the date of the training, subjects covered, copy of or reference to materials provide and number of participants.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

#### Activity Date

#### Name

09/06/2016 Winter Maintenance Supervisor Certificate Training

#### Description

Promoted the APWA Wisconsin Chapter Winter Maintenance Supervisor Certificate Training that was held in conjunction with their annual Snowplow Rodeo. This full day training offered a winter maintenance certificate designed to expand participant knowledge in winter maintenance planning, weather, operations, chemicals, maintenance and environmental impacts.

NEWSC offered its members scholarships to reduce the cost of the \$60 registration.

12/31/2016

Excal Visual Staff Pollution Prevention Traing

#### Description

Municipal Stormwater Pollution Prevention "Storm Watch"

Regulated municipalities are required to train their employees on stormwater pollution prevention and BMPs. This 20-minute training video helps regulated municipalities (Phase I and Phase II) train their employees as required under their Permit. The program focuses on BMPs that are important to many municipal operations such as good housekeeping, spill response, materials storage and handling, landscape maintenance and street maintenance. Employees working in fleet maintenance, garages, parks, recreation facilities, street maintenance and other departments can all benefit from this information.

Excal Visual DVDs available for checkout.

#### 6.10.4 Municipal Facility SWPPP Training

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

##### Description

Provide annual training for implementation and maintenance of SWPPP requirements for all municipal sites. Note and include any unique training requirements included in individual facility SWPPPs for employees responsible for operation of those facilities.

Provide a description of completed training each reporting period, including the date of the training, subjects covered, copy of or reference to materials provide and number of participants.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                         |
|---------------|------------------------------|
| 12/31/2016    | Pollution Prevention Posters |

##### Description

The pollution prevention posters are available to NEWSC members upon request as well as on newsc.org.

|                 |                                                                                     |
|-----------------|-------------------------------------------------------------------------------------|
| File Attachment | <a href="#"><u>Pollution Prevention Solid Waste Operations.pdf</u></a>              |
| File Attachment | <a href="#"><u>Pollution Prevention Soil Waste Operations.pdf</u></a>               |
| File Attachment | <a href="#"><u>Pollution Prevention Land Disturbances.pdf</u></a>                   |
| File Attachment | <a href="#"><u>Pollution Prevention Land Disturbances 2.pdf</u></a>                 |
| File Attachment | <a href="#"><u>Pollution Prevention Streets and Drainage Maintenance.pdf</u></a>    |
| File Attachment | <a href="#"><u>Pollution Prevention Streets and Drainage Maintenance 2.pdf</u></a>  |
| File Attachment | <a href="#"><u>Pollution Prevent Parks and Ground Maintenance.pdf</u></a>           |
| File Attachment | <a href="#"><u>Pollution Prevention Parks and Ground Maintenance 2.pdf</u></a>      |
| File Attachment | <a href="#"><u>Pollution Prevention Materials Storage and Spill Cleanup.pdf</u></a> |
| File Attachment | <a href="#"><u>Pollution Prevention Fleet Maintenance.pdf</u></a>                   |

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## 7 Storm Water Quality Management

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

### Description

The permittee shall continue to implement its municipal storm water quality management program. This program shall maintain compliance with the developed urban area performance standards of s. NR 151. 13(2)(b)1., Wis Adm. Code, for those areas of the municipality that were not subject to the post-construction performance standards of ss. NR 151.12 or 151.24, or ss. NR 151. 122 through 151.126 or ss. 151.242 through 141.246, Wis. Adm. Code.

## Best Management Practices

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### 7.1 TMDL

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

**Required No**

#### Description

Keep members updated on any changes in required TMDL reduction. Communicate with other community organizations for information by sitting on local committees and contacting the Wisconsin DNR.

#### Goals

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##### 7.1.1 TMDL Communication

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

#### Description

Keep members updated on any required changes in Total Maximum Daily Load reduction. Communicate with other community organizations for information.

**Planned:** 2014 2015 2016 2017

**Complete:** 2014 2015 2016

| Activity Date | Name                                      |
|---------------|-------------------------------------------|
| 03/01/2016    | TMDL Development & Implementation Program |

#### Description

Partnered with the Fox-Wolf Watershed Alliance to host a TMDL development and implementation track at the Annual Fox-Wolf Watershed Alliance Conference March 1 in Oshkosh.

File Attachment [2016 Fox-Wolf Conference Agenda.pdf](#)

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## 9 Annual Report

**Responsible Staff / Position:**

### **Description**

The permittee shall submit an annual report for each calendar year to the Department by March 31st of the following year. The permittee shall invite the municipal governing body, interest groups and the general public to review and comment on the annual report.

## Best Management Practices

### 9.1 Annual Reports and Financial Information

**Responsible Staff / Position:** Nick Waldschmidt  
NEWSC Vice Chair  
(920) 322-3482

**Required** Yes

#### Description

Annual report requirements shall include:

1. The status of implementing the permit requirements, status of meeting measurable program goals and compliance with permit schedules.
2. A fiscal analysis which includes the annual expenditures and budget for the reporting year, and the budget for the next year.
3. A summary of the number and nature of inspections and enforcement actions conducted to ensure compliance with the required ordinances.
4. Identification of any known water quality improvements or degradation in the receiving water to which the permittee's MS4 discharges. Where degradation is identified, identify why and what actions are being taken to improve the water quality of the receiving water.
5. An evaluation of program compliance, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Any program changes made as a result of this evaluation shall be identified and described in the annual report. For any identified deficiencies towards achieving the requirements under section 2 of this permit or lack of progress towards meeting a measureable goal, the permittee shall initiate program changes to improve their effectiveness.
6. If applicable, notice that the permittee is relying on another municipality to satisfy any of the permit requirements and a description of the arrangement where a permit requirement is being met in this manner.

#### Goals

##### 9.1.1 Submit Annual Report

**Responsible Staff / Position:** Chad VandenLangenberg  
Program Coordinator - NEWSC & LFR

#### Description

A duly authorized representative of the permittee shall sign and certify the annual report and include a statement or resolution that the permittee's governing body or delegated representatives have reviewed or been apprised of the content of the annual report. Submit a signed copy of the annual report and other required reports to the appropriate Department regional storm water contact or to the Wisconsin DNR, Storm Water Program – WT/3, P.O. Box 7921, Madison, WI 53707-7921.

Provide a copy of or reference to the submitted reports as described above each reporting period.

**Planned:** 2015 2016 2017

**Complete:** 2015 2016

| Activity Date | Name               |
|---------------|--------------------|
| 12/31/2016    | 2016 Annual Report |

#### Description

The 2016 Annual Report is final and attached.

File Attachment [2016 NEWSC Annual Report.pdf](#)

## 11 NEWSC Management

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

### Description

Management of NEWSC activities: meetings, communication, etc.

## Best Management Practices

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### 11.1 Meetings

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

**Required No**

### Goals

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#### 11.1.1 Committee Meetings

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

### Description

**Planned:** 2014 2015 2016

**Complete:** 2014 2015

| Activity Date | Name                          |
|---------------|-------------------------------|
| 12/31/2016    | 2016 General Public Committee |

#### Description

The committee decided to meet semi-annually throughout the year and also will meet as needed. The committee addresses stormwater outreach and education in NEWSC member communities.

File Attachment [GEN\\_MIN\\_1\\_21\\_16.docx](#)

File Attachment [BW-2016\\_10\\_06 GEN\\_MIN.docx](#)

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|            |                                       |
|------------|---------------------------------------|
| 12/31/2016 | 2016 Building & Development Committee |
|------------|---------------------------------------|

#### Description

The Building & Development Committee met monthly throughout the year to edit the NEWSC Post-Construction Model Ordinance and Reference Guide.

File Attachment [Nick-- NEWSC Post-Construction Ordinance June 2016.docx](#)

File Attachment [5-NEWSCPostConstructionStormwaterReferenceGuide\\_AG.docx](#)

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|            |                         |
|------------|-------------------------|
| 12/31/2016 | 2016 Leadership Council |
|------------|-------------------------|

#### Description

The Leadership Council met quarterly throughout the year. The Council is as follows:

Chair: Nick Waldschmidt

Vice-Chair: Danielle Santry

Secretary/Treasurer: Eric Rakers

Past-Chair: Jeremy Freund

Municipal Committee Chair: Jeff Mazanec

General Public Committee Chair: Sue Olson

Building & Development Committee Chair: Brent Jalonon

Rules & Regulations Committee Chair: Nick VandeHey

TMDL Committee Chair: George Dearborn

Member-at-Large: Heath Kummerow

Member-at-Large: Chris Pagels

File Attachment [LC\\_MINUTES\\_1\\_18\\_2016 final.pdf](#)



File Attachment [LC\\_AGENDA\\_04\\_18\\_2016 final.pdf](#)  
 File Attachment [LC\\_MINUTES\\_07\\_18\\_2016 draft.docx](#)  
 File Attachment [2016 NEWSC Leadership Council.docx](#)

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12/31/2016                      2016 Municipal Committee

**Description**

The municipal committee met throughout the year to advance committee projects, the largest of 2016 being the stormwater pond workshop.

File Attachment [Stormwater\\_Pond\\_Flyer\\_Advertisement\\_2016.pub](#)  
 File Attachment [NEWSC Pond Workshop 2016 Outline \(1\).pdf](#)  
 File Attachment [MUN\\_AGENDA\\_6\\_3\\_2016.docx](#)  
 File Attachment [MUN\\_AGENDA\\_8\\_8\\_2016.docx](#)

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12/31/2016                      2016 Coordinator Meetings

**Description**

In 2016, Genevieve launched "NEWSC Coordinator Meetings." These meetings are one-on-one with smaller, less involved members of the consortium. The meets are designed to connect with the membership and determine if NEWSC can do more for those we serve.

**11.1.2 Full Membership Meetings**

**Responsible Staff / Position:**                      Genevieve Vander Velden  
                                                                          Program Coordinator

**Description**

NEWSC Full Membership meets twice a year to stay updated on NEWSC happenings and vote on the NEWSC Leadership Council. A representative from each NEWSC community is expected to report to biannual full membership meetings.

**Planned:**            2014 2015 2016

**Complete:**       2014 2015

**Activity Date                      Name**

12/31/2016                      2016

**Description**

The NEWSC membership meets bi annually, in 2016, the membership met on May 9, 2016 and November 7, 2016.

File Attachment [FM\\_MIN\\_5\\_9\\_2016.docx](#)  
 File Attachment [FM\\_AGENDA\\_20161107.pdf](#)

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## 11.2 Member Communication

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

**Required** No

### Goals

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#### 11.2.1 NEWSC.org

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

#### Description

The NEWSC Program Coordinator will update and populate the website as necessary with upcoming events, news, and information relating to the consortium's committee's and meetings.

**Planned:** 2014 2015 2016

**Complete:** 2014 2015 2016

| Activity Date | Name |
|---------------|------|
| 12/31/2016    | 2016 |

#### Description

Populated the website with committee meeting dates/times, meeting minutes, resources, and NEWSC model ordinances.

---

#### 11.2.2 Email and Updates

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

#### Description

**Planned:** 2014 2015 2016

**Complete:** 2014 2015 2016

| Activity Date | Name |
|---------------|------|
| 12/31/2016    | 2016 |

#### Description

Communicated with membership by emailing NEWSC updates and training opportunities

---

### 11.3 Grant Application

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

**Required No**

#### Goals

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##### 11.3.1 2015

**Responsible Staff / Position:** Genevieve Vander Velden  
Program Coordinator

#### Description

**Planned:** 2014 2015 2016

**Complete:** 2014 2015

| Activity Date | Name | Description |
|---------------|------|-------------|
|---------------|------|-------------|

|      |  |  |
|------|--|--|
| None |  |  |
|------|--|--|

| STORMWATER OPERATION & MAINTENANCE LISTING |                                         |               |                         |               |           | No. of Problems Noticed<br>(Inspection Checklist) |                  |                      |                       |
|--------------------------------------------|-----------------------------------------|---------------|-------------------------|---------------|-----------|---------------------------------------------------|------------------|----------------------|-----------------------|
| Basin                                      | Name or Location                        | Type          | Date of Last Inspection | Inspector     | Ownership | Monitor (M)                                       | Work Needed (WN) | Maintenance Deadline | Maintenance Completed |
| AC020A                                     | 1901 S Ashland Ave - Railroad           | Swale/Ravine  |                         |               | Public    |                                                   |                  |                      |                       |
| AC030A                                     | 1629 S Ashland Ave (Behind WPS station) | Pond          | 07/18/2016              | Abby          | Private   | 6                                                 | 3                | N/A                  | N/A                   |
| AC050A                                     | 250 S 9th St (Rennes Health)            | Pond          | 07/18/2016              | Abby          | Private   | 4                                                 | 7                | N/A                  | N/A                   |
| AC050A                                     | Suburban - Ninth on Grant St            | Swale/Ravine  | 06/14/2013              | Cory          | Public    |                                                   |                  | N/A                  | Unsure                |
| AC050A                                     | Elm - Ninth St                          | Swale/Ravine  |                         |               | Public    |                                                   |                  |                      |                       |
| AC050A                                     | 900 Main Ave (Unison Credit Union)      | Biofilter     | 07/18/2016              | Abby          | Private   | 2                                                 | 2                | N/A                  | N/A                   |
| AC050B                                     | 765 Lawrence Dr (Pool Works Inc)        | Pond          | 07/18/2016              | Abby          | Private   | 2                                                 | 5                | 10/15/2016           | No                    |
| AC050B                                     | Westwind Ct                             | Pond          | 07/18/2016              | Abby          | Disputed  | 4                                                 | 2                | N/A                  | N/A                   |
| AC055A                                     | 1001 Main Ave (Festival Foods)          | Pond          | 07/18/2016              | Abby          | Private   | 4                                                 | 9                | 10/15/2016           | No                    |
| AC055A                                     | 1501 Main Ave (Mid-Valley)              | Pond          | 07/18/2016              | Abby          | Private   | 5                                                 | 3                | N/A                  | N/A                   |
| AC055A                                     | Exit 163 (Mid-Valley Rd-Hwy 41)         | Pond          | 06/30/2016              | Abby          | Public    | 6                                                 | 2                | N/A                  | N/A                   |
| AC060A                                     | 505 Lawrence Dr swale                   | Dry Detention | 06/13/2013              | Cory          | Public    |                                                   |                  | N/A                  | Unsure                |
| AC060A                                     | 505 Lawrence Dr (Creative Signs Co Inc) | Biofilter     | 07/18/2016              | Abby          | Private   | 0                                                 | 1                | N/A                  | N/A                   |
| AC060A                                     | NW Lawrence - Grant Dry                 | Dry Detention |                         |               | Public    |                                                   |                  |                      |                       |
| AC060A                                     | 875 Lawrence Dr (Cummins)               | Pond          | 07/18/2016              | Abby          | Private   | 6                                                 | 4                | N/A                  | N/A                   |
| AC060A                                     | SW Lawrence - Grant                     | Pond          | 06/30/2016              | Abby          | Public    | 8                                                 | 4                | N/A                  | N/A                   |
| AC070A                                     | 1205 Lawrence Dr (Concrete Contractors) | Pond          | 07/19/2016              | Abby & Austen | Private   | 5                                                 | 5                | N/A                  | N/A                   |



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|        |                                                    |               |            |                |          |   |   |            |     |
|--------|----------------------------------------------------|---------------|------------|----------------|----------|---|---|------------|-----|
| AC070A | 1313 Lawrence Dr<br>(Rear Menards/Walmart)         | Pond          | 07/19/2016 | Abby & Austen  | Private  | 2 | 4 | N/A        | N/A |
| AC070A | 1400 Block Lawrence Dr (Menards Parking)           | Pond          | 07/18/2016 | Abby           | Private  | 7 | 0 | N/A        | N/A |
| AC080A | 1610-1620 Lawrence Dr (Scheuring)                  | Pond          | 07/19/2016 | Abby & Austen  | Private  | 3 | 5 | N/A        | N/A |
| AC090A | Lawrence Dr (Integritys Parking-Preserve Entrance) | Pond          | 06/27/2016 | Abby           | Public   | 5 | 6 | [SET]      | No  |
| AC090A | 1420 Fortune Ave (Harper Co.)                      | Dry Detention | 07/19/2016 | Austen & Dylon | Disputed | 0 | 6 | 10/15/2016 | No  |
| AC090A | 1700 Lawrence Dr (Community First Credit Union )   | Pond          | 07/19/2016 | Abby & Austen  | Private  | 1 | 2 | N/A        | N/A |
| AC090A | 1717 Lawrence Dr (Shopko Northeast)                | Pond          | 07/19/2016 | Austen & Dylon | Private  | 6 | 0 | N/A        | N/A |
| AC090A | 1717 Lawrence Dr (Shopko Northwest)                | Pond          | 07/19/2016 | Abby & Austen  | Disputed | 2 | 8 | 10/15/2016 | No  |
| AC090A | Shopko Southeast (Dry)                             | Dry Detention |            |                |          |   |   |            |     |
| AC090A | 1801 Lawrence Dr (Independent Printing)            | Pond          | 07/19/2016 | Austen & Dylon | Private  | 4 | 1 | N/A        | N/A |
| AC090A | 1869 American Blvd (Graybar)                       | Pond          | 07/19/2016 | Austen & Dylon | Private  | 6 | 1 | N/A        | N/A |
| AC090A | 1997 American Blvd (Cleaning Systems)              | Pond          | 07/19/2016 | Austen & Dylon | Private  | 0 | 0 | N/A        | N/A |
| AC090A | 2001 Lawrence (Coin Wrap)                          | Pond          | 07/19/2016 | Austen & Abby  | Private  | 5 | 5 | 10/15/2016 | No  |
| AC090A | 2001 Lawrence (Coin Wrap)                          | Swale/Ravine  |            |                | Private  |   |   |            |     |
| AC090A | Scheuring - American Blvd                          | Pond          | 06/27/2016 | Abby           | Public   | 7 | 3 | N/A        | N/A |
| AC090A | Exit 161 Roundabout (Hwy 41 - Scheuring)           | Pond          | 06/27/2016 | Abby           | Public   | 7 | 2 | N/A        | N/A |



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|        |                                                      |              |            |      |          |   |   |            |        |
|--------|------------------------------------------------------|--------------|------------|------|----------|---|---|------------|--------|
| AC100A | Ashwaubenon Creek<br>(Preserve behind Humana-Hwy 41) | Pond         | 06/30/2016 | Abby | Public   | 3 | 7 | [SET]      | No     |
| AC100A | Hemlock Creek<br>(Preserve behind Humana - Hwy 41)   | Pond         | 06/30/2016 | Abby | Public   | 3 | 6 | [SET]      | No     |
| AC100A | Humana Swale - Preserve                              | Swale/Ravine | 06/13/2013 | Cory | Public   |   |   | N/A        | Unsure |
| AC100A | 1100 Employers Blvd<br>(Humana)                      | Pond         | 07/25/2016 | Abby | Private  | 1 | 0 | N/A        | N/A    |
| AC100A | 1880 Southbridge Rd                                  | Pond         |            |      | Private  |   |   |            |        |
| AC100B | 2077B Lawrence Dr<br>(Honeysuckle)                   | Pond         | 06/23/2016 | Abby | Public   | 5 | 8 | [SET]      | No     |
| AC100B | Honeysuckle Swale<br>(Rygar Ct.)                     | Swale/Ravine | 06/23/2016 | Abby | Public   | 8 | 7 | 07/15/2016 | No     |
| AC100D | American Blvd Central<br>(Samantha St)               | Pond         | 06/28/2016 | Abby | Public   | 4 | 7 | [SET]      | No     |
| AC100D | American Blvd -<br>Southbridge Rd                    | Pond         | 06/28/2016 | Abby | Public   | 3 | 6 | [SET]      | No     |
| AC100D | American Blvd Central<br>2 (Burgoyne Ct)             | Pond         | 06/28/2016 | Abby | Public   | 7 | 5 | [SET]      | No     |
| AC100D | 2191 American Blvd<br>(Milwood)                      | Pond         | 07/25/2016 | Abby | Private  | 5 | 8 | 10/15/2016 | No     |
| AC100D | Northern connecting<br>ditch (American Blvd)         | Swale/Ravine |            |      | Public   |   |   |            |        |
| AC100D | Central connecting<br>ditch (American Blvd)          | Swale/Ravine |            |      | Public   |   |   |            |        |
| AC100D | Southern connecting<br>ditch (American Blvd)         | Swale/Ravine |            |      | Public   |   |   |            |        |
| AC100E | American Blvd South<br>(Tullig)                      | Pond         | 06/28/2016 | Abby | Public   | 5 | 4 | N/A        | N/A    |
| AC100E | Tullig Pl Outfall                                    | Swale/Ravine |            |      | Public   |   |   |            |        |
| AC110A | Payton Ct                                            | Pond         | 06/27/2016 | Abby | Public   | 4 | 4 | N/A        | N/A    |
| AC130A | 1951 Snowy Owl Ct<br>[Organics Inc]                  | Pond         | 07/25/2016 | Abby | Disputed | 4 | 4 | N/A        | Unsure |

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|        |                                                               |              |            |                      |          |   |    |            |        |
|--------|---------------------------------------------------------------|--------------|------------|----------------------|----------|---|----|------------|--------|
| AC140A | Cross Creek Cir                                               | Pond         | 06/27/2016 | Abby                 | Public   | 0 | 6  | N/A        | N/A    |
| AC140A | Cross Creek Cir                                               | Swale/Ravine | 06/17/2013 | Cory                 | Public   |   |    | N/A        | Unsure |
| AC150A | Daytona Speedway<br>(Pocono Ct)                               | Pond         | 06/27/2016 | Abby                 | Public   | 3 | 4  | N/A        | N/A    |
| AC160A | 2221 Southbridge Rd<br>(American 3 Fab) [IN<br>PROGRESS]      | FUTURE       |            |                      | Private  |   |    |            |        |
| AC160A | Southbridge -<br>Innovation (Foth)                            | Pond         | 06/27/2016 | Abby                 | Public   | 6 | 4  | N/A        | N/A    |
| AC180A | Southwest Park South<br>(Diamond)                             | Pond         | 06/22/2016 | Abby                 | Public   | 4 | 3  | N/A        | N/A    |
| ER010A | 1820-11A Ridgeway Dr<br>(Eau Claire Pl)                       | Pond         | 07/26/2016 | Abby                 | Private  | 6 | 3  | N/A        | N/A    |
| ER010A | 825 E River Dr + 1901<br>Ridgeway Dr<br>(Charleston Pointe I) | Pond         | 07/26/2016 | Abby                 | Private  | 3 | 7  | 10/15/2016 | No     |
| ER010A | Baraboo Ct                                                    | Swale/Ravine |            |                      | Public   |   |    |            |        |
| ER010A | East River Dr pond<br>connection                              | Swale/Ravine |            |                      | Private  |   |    |            |        |
| ER015A | Pecatonica Ct<br>(Charleston Pointe II)                       | Pond         | 07/26/2016 | Abby                 | Disputed | 7 | 7  | 10/15/2016 | No     |
| ER015A | W Rock River Cr                                               | Swale/Ravine |            |                      | Public   |   |    |            |        |
| ER020A | East River Trail (Black<br>Earth Dr)                          | Pond         | 07/06/2016 | Abby                 | Public   | 3 | 6  | N/A        | N/A    |
| ER020A | East River Dr - Rock<br>River Ct                              | Swale/Ravine |            |                      | Public   |   |    |            |        |
| ER020A | Pecatonica Ct drain                                           | Swale/Ravine |            |                      | Disputed |   |    |            |        |
| ER030A | East Charles St                                               | Swale/Ravine | 06/14/2013 | Cory                 | Public   |   |    | N/A        | Unsure |
| ER030A | 132 Nob Hill Swale<br>[PROPOSED]                              | FUTURE       |            |                      | Private  |   |    |            |        |
| ER030A | Desplaine Rd                                                  | Swale/Ravine | 06/14/2013 | Cory                 | Public   |   |    | N/A        | Unsure |
| ER030A | 1979 Tyler Ln                                                 | Pond         | 08/08/2016 | Abby                 | Disputed | 1 | 12 | 10/15/2016 | No     |
| ER040A | Jim Martin Park 1st<br>Easement East                          | Swale/Ravine | 06/22/2016 | Abby, Austen,<br>Bob | Public   | 1 | 4  | [SET]      | No     |



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|        |                                                      |               |            |                   |          |   |   |       |     |
|--------|------------------------------------------------------|---------------|------------|-------------------|----------|---|---|-------|-----|
| ER040A | Jim Martin Park                                      | Pond          | 06/22/2016 | Abby, Austen, Bob | Public   | 6 | 4 | N/A   | N/A |
| ER040A | Shelley Ln [POTENTIAL]                               | FUTURE        |            |                   | Disputed |   |   |       |     |
| ER040A | Desplaine Rd - Brule                                 | Swale/Ravine  |            |                   | Public   |   |   |       |     |
| ER040B | East De Pere High School dry (1700 Chicago)?         | Dry Detention |            |                   | Private  |   |   |       |     |
| ER040B | East De Pere High School ditch (1700 Chicago)        | Swale/Ravine  |            |                   | Public   |   |   |       |     |
| ER050A | Shetland Pl - Saddlebrook Ln (Rotary Park)           | Pond          | 07/06/2016 | Abby              | Public   | 5 | 2 | N/A   | N/A |
| ER060A | Painthorse Trail                                     | Pond          |            |                   | Public   |   |   |       |     |
| ER080A | 1950 Enterprise Dr (CA Lawton)                       | Pond          | 08/08/2016 | Abby              | Private  | 9 | 5 | N/A   | N/A |
| ER080A | Ledgeview Swan Rd (Jossart Brothers Co.)             | Pond          | 07/07/2016 | Abby              | Public   | 6 | 1 | N/A   | N/A |
| ER100A | Millenium Ct                                         | Swale/Ravine  |            |                   | Public   |   |   |       |     |
| ER110A | Enterprise Dr (Sit & Stay Pet Resort)                | Pond          | 07/07/2016 | Abby              | Public   | 7 | 3 | N/A   | N/A |
| ER120A | Trailside Ln                                         | Pond          | 07/07/2016 | Abby              | Public   | 5 | 6 | [SET] | No  |
| ER130A | Diversity Dr (Susie C Altmayer Elementary)           | Pond          |            |                   | Public   |   |   |       |     |
| FE010B | 1040 N Broadway (Abbey Pond, SNC)                    | Pond          | 08/08/2016 | Abby              | Private  | 4 | 3 | N/A   | N/A |
| FE020A | 1015 N Broadway St                                   | Biofilter     |            |                   | Private  |   |   |       |     |
| FE030A | Glenwood Ave (Nicolet) [PLANNED]                     | FUTURE        |            |                   | Public   |   |   |       |     |
| FE080A | 310 Franklin St Bioswale - Fox River Trail [PLANNED] | FUTURE        |            |                   | Public   |   |   |       |     |
| FE150A | 1171 S Atrium Ct                                     | Swale/Ravine  | 08/08/2016 | Abby              | Disputed | 2 | 1 | N/A   | N/A |

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|        |                                                         |               |            |      |          |   |   |            |        |
|--------|---------------------------------------------------------|---------------|------------|------|----------|---|---|------------|--------|
| FE190A | Optimist Park<br>[PLANNED]                              | FUTURE        |            |      | Public   |   |   |            |        |
| FE240B | 1200-1281 Pershing Rd<br>(Lake Park Estates)            | Pond          | 08/08/2016 | Abby | Private  | 5 | 2 | N/A        | N/A    |
| FE260A | Greenleaf Rd - North of<br>Belmark                      | Pond          | 07/06/2016 | Abby | Public   | 6 | 2 | N/A        | N/A    |
| FE260B | Greenleaf Rd - Fox<br>River Trail                       | Pond          | 07/06/2016 | Abby | Public   | 6 | 2 | N/A        | N/A    |
| FE260B | 1300 Enterprise Dr<br>(Behind PAI)                      | Swale/Ravine  |            |      | Public   |   |   |            |        |
| FE275A | 600 Heritage Rd<br>(Belmark-Briarwood)                  | Pond          | 08/08/2016 | Abby | Disputed | 3 | 8 | 10/15/2016 | No     |
| FE275A | 600 Heritage Rd<br>(Belmark-Briarwood)                  | Swale/Ravine  | 08/08/2016 | Abby | Disputed | 4 | 7 | 10/15/2016 | No     |
| FE280A | Oak Water Ct                                            | Swale/Ravine  | 06/13/2013 | Cory | Public   |   |   | N/A        | Unsure |
| FE280A | Old Plank Ct                                            | Swale/Ravine  | 06/13/2013 | Cory | Public   |   |   | N/A        | Unsure |
| FE280B | 496 Swale/Ravine Rd<br>(New Commerce)                   | Pond          |            |      | Public   |   |   |            |        |
| FE280B | Rockland Rd                                             | Swale/Ravine  |            |      | Public   |   |   |            |        |
| FE280B | 1891 Commerce Dr<br>(Bedford Paper)                     | Pond          | 08/08/2016 | Abby | Private  | 4 | 3 | N/A        | N/A    |
| FE280C | Greenleaf-Rockland Rd                                   | Pond          | 07/07/2016 | Abby | Public   | 3 | 5 | N/A        | N/A    |
| FW010A | Perkofsky Boat Landing                                  | Pond          | 07/01/2016 | Abby | Public   | 3 | 3 | N/A        | N/A    |
| FW070A | 450 College Ave (Joliet<br>Square Apartments)           | Swale/Ravine  | 08/10/2016 | Abby | Private  | 2 | 2 | N/A        | N/A    |
| FW070A | West De Pere High<br>School (Dry)                       | Dry Detention |            |      | Private  |   |   |            |        |
| FW180A | 1300 Lost Dauphin<br>(SNC Baseball, Mel<br>Nicks Field) | Dry Detention | 08/18/2016 | Abby | Private  | 3 | 0 | N/A        | Yes    |
| FW200A | 1600 Lost Daupin (SNC<br>Track, Schneider<br>Athletic)  | Pond          | 08/10/2016 | Abby | Private  | 6 | 3 | N/A        | N/A    |
| FW200B | Scheuring Rd -<br>Suburban Dr                           | Pond          | 06/30/2016 | Abby | Public   | 2 | 5 | [SET]      | No     |



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|        |                                                       |               |            |      |          |   |    |            |        |
|--------|-------------------------------------------------------|---------------|------------|------|----------|---|----|------------|--------|
| FW200B | 1745 E Matthew Dr (De Pere Cabinet)                   | Pond          | 08/10/2016 | Abby | Private  | 6 | 4  | N/A        | N/A    |
| FW200C | Double Dry Matthew - Suburban Dr                      | Dry Detention | 06/10/2013 | Cory | Public   |   |    | N/A        | Unsure |
| FW200C | 1251 Scheuring Rd (Front Cadre)                       | Biofilter     | 08/11/2016 | Abby | Private  | 1 | 3  | N/A        | N/A    |
| FW200C | 1255 Scheuring Rd (Behind Cadre)                      | Pond          | 08/11/2016 | Abby | Private  | 2 | 10 | 10/15/2016 | No     |
| FW200C | 1252 Scheuring Rd (Cadre) East Swale                  | Swale/Ravine  | 08/11/2016 | Abby | Private  | 6 | 11 | 10/15/2016 | No     |
| FW200C | East Railroad Swale (W Matthew Dr)                    | Swale/Ravine  |            |      | Private  |   |    |            |        |
| FW200D | 1997 Venture Ave (WI Lift Truck Co. - West)           | Pond          | 08/10/2016 | Abby | Disputed | 5 | 7  | 10/15/2016 | No     |
| FW200D | 1997 Venture Ave [WI Lift Truck Co. Warehouse (East)] | Pond          | 08/10/2016 | Abby | Disputed | 2 | 8  | 10/15/2016 | No     |
| FW200D | 1998 Venture Ave                                      | Pond          | 08/10/2016 | Abby | Disputed | 2 | 4  | N/A        | N/A    |
| FW200D | 1999 Venture Ave drainage (to GB Packaging)           | Swale/Ravine  | 08/10/2016 | Abby | Private  | 3 | 2  | N/A        | N/A    |
| FW200E | Terry Ln - Mobile Home Park                           | Swale/Ravine  | 06/14/2013 | Cory | Public   |   |    | N/A        | Unsure |
| FW280A | Red Maple - Lost Daupin                               | Swale/Ravine  | 06/14/2013 | Cory | Public   |   |    | N/A        | Unsure |
| FW280B | 500 Fortune Ave (East vertical)                       | Pond          | 08/11/2016 | Abby | Private  | 4 | 5  | N/A        | N/A    |
| FW280B | 500 Fortune Ave (Old Ecofibre)                        | Swale/Ravine  | 08/11/2016 | Abby | Private  | 3 | 1  | N/A        | N/A    |
| FW280B | Fortune - Venture                                     | FUTURE        |            |      | Public   |   |    |            |        |
| FW290B | Red Maple (River Trail Ct - Kiwanis)                  | Pond          | 06/28/2016 | Abby | Public   | 5 | 6  | [SET]      | No     |
| FW290B | Hopf Ln                                               | Pond          | 06/28/2016 | Abby | Public   | 6 | 2  | N/A        | N/A    |
| FW290B | Glen Meadows Cir (Kiwanis Park)                       | Pond          | 06/11/2013 | Cory | Public   |   |    | N/A        | Unsure |
| FW290C | Dog Park                                              | Pond          | 06/28/2016 | Abby | Public   | 3 | 4  | N/A        | N/A    |
| FW290C | Dog Park West Swale                                   | Swale/Ravine  |            |      | Public   |   |    |            |        |



**City of De Pere - Engineering**

925 S. Sixth St. ♦ De Pere, WI 54115 ♦ Ph: 920.339.4061

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|        |                                                     |              |            |      |         |   |   |            |     |
|--------|-----------------------------------------------------|--------------|------------|------|---------|---|---|------------|-----|
| FW290C | Richco Rd [PLANNED]                                 | FUTURE       |            |      | Public  |   |   |            |     |
| FW290C | Richco Rd Swale                                     | Swale/Ravine |            |      | Public  |   |   |            |     |
| XA100A | 2066 Lawrence Dr (St Mark Lutheran - Large SW pond) | Pond         | 08/11/2016 | Abby | Private | 4 | 2 | N/A        | N/A |
| XA100A | 2066 Lawrence Dr (St Mark Lutheran - Small N pond)  | Pond         | 08/11/2016 | Abby | Private | 3 | 7 | 10/15/2016 | No  |

## City of De Pere Snow Removal / Anti-Icing Quantity Tracking 2015-2016 Snow Season

| December 2015 |      |          |
|---------------|------|----------|
| Description   | Unit | Quantity |
| Salt          | Tons | 155.0    |
| Pre-wet       | Gal  | 2270.0   |
| 90/10 Blended | Gal  | 0.0      |
| Anti-icing    | Gal  | 5500.0   |

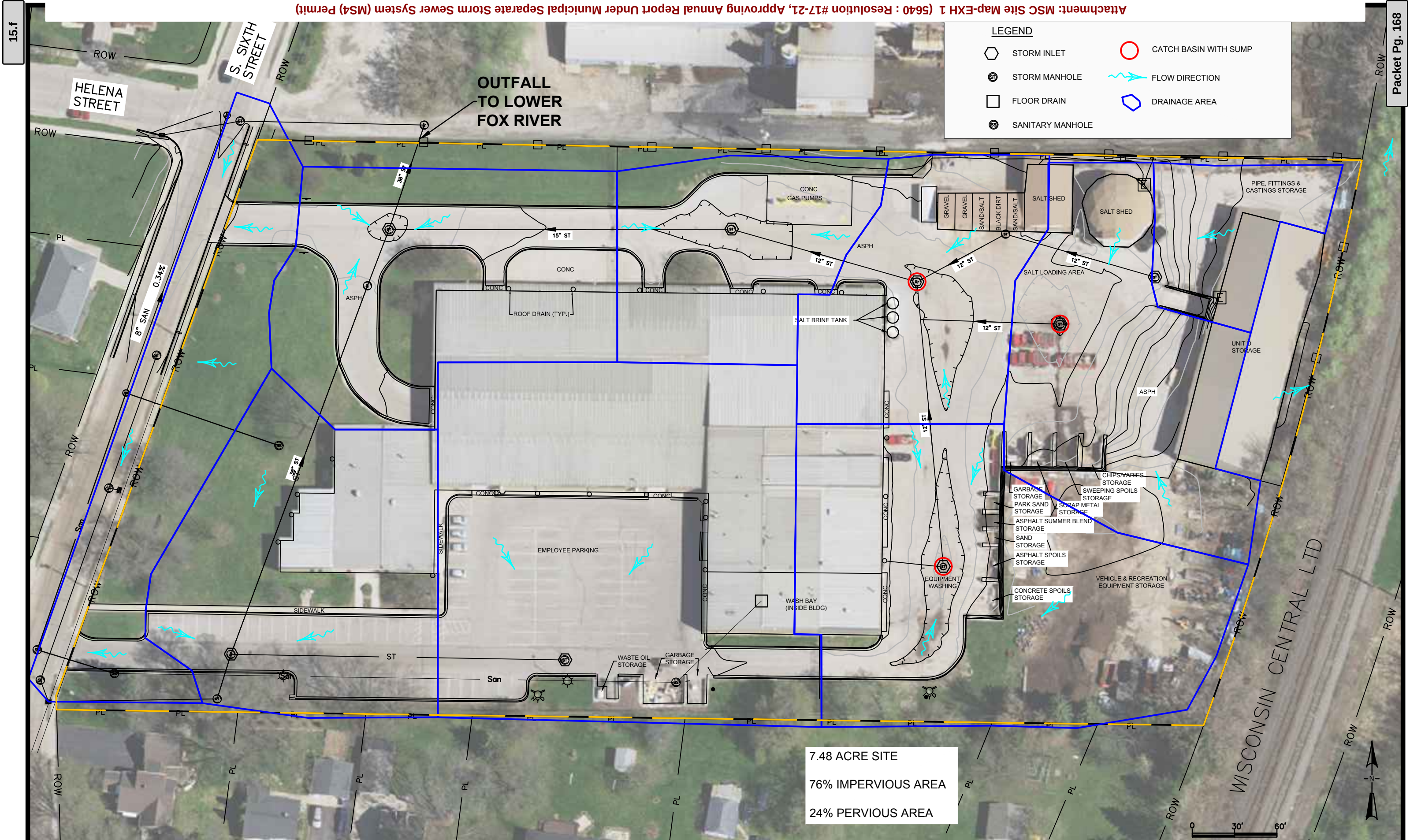
| January 2016  |      |          |
|---------------|------|----------|
| Description   | Unit | Quantity |
| Salt          | Tons | 408.5    |
| Pre-wet       | Gal  | 1650.0   |
| 90/10 Blended | Gal  | 2550.0   |
| Anti-icing    | Gal  | 0.0      |

| February 2016 |      |          |
|---------------|------|----------|
| Description   | Unit | Quantity |
| Salt          | Tons | 342.0    |
| Pre-wet       | Gal  | 3280.0   |
| 90/10 Blended | Gal  | 0.0      |
| Anti-icing    | Gal  | 0.0      |

| March 2016    |      |          |
|---------------|------|----------|
| Description   | Unit | Quantity |
| Salt          | Tons | 244.0    |
| Pre-wet       | Gal  | 2835.0   |
| 90/10 Blended | Gal  | 0.0      |
| Anti-icing    | Gal  | 0.0      |

| April 2016    |      |          |
|---------------|------|----------|
| Description   | Unit | Quantity |
| Salt          | Tons | 24.0     |
| Pre-wet       | Gal  | 0.0      |
| 90/10 Blended | Gal  | 0.0      |
| Anti-icing    | Gal  | 0.0      |





15.f

Packet Pg. 168



|          |          | REVISIONS / ISSUES |        |    |         |
|----------|----------|--------------------|--------|----|---------|
|          |          | NO.                | DATE   | BY | REMARKS |
| SURVEYED | MJ       |                    | 1-2015 |    |         |
| DRAWN    | MJ - KAD |                    | 2-2015 |    |         |
| DESIGNED | JMM      |                    | 4-2015 |    |         |
| CHECKED  | GER      |                    | 4-2015 |    |         |



## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** March 21, 2017

**DEPARTMENT:** City Attorney

**FROM:** Angela Zills

**SUBJECT:** Resolution #17-22, Urging the State Legislature to Enact 2017 Assembly Bill 70 and Authorize Municipalities to Publish Official Proceedings by Posting in a Public Place and Electronically Posting on Municipalities' Internet Site

---

The Mayor and City Administrator requested that this Resolution be drafted and placed on the Council agenda for your consideration.

**ATTACHMENTS:**

- Reso17-22 (DOCX)



## RESOLUTION #17-22

URGING THE STATE LEGISLATURE TO ENACT 2017 ASSEMBLY BILL 70 AND AUTHORIZE MUNICIPALITIES TO PUBLISH OFFICIAL PROCEEDINGS BY POSTING IN A PUBLIC PLACE AND ELECTRONICALLY POSTING ON MUNICIPALITIES' INTERNET SITE

WHEREAS, state law requires the City to publish its Council proceedings in a qualifying newspaper published in the jurisdiction [Wis. Stats. §62.11(4)]; and

WHEREAS, the purpose of such publication requirements is to notify the public of the actions of the council, including passage of resolutions and ordinances; and

WHEREAS, increasingly, electronic communication and sources of information have become an indispensable presence in our society, including websites, social media, streaming news sources, all with mobile applications making them accessible from mobile devices twenty-four hours a day, seven days a week; and

WHEREAS, data from a 2016 Pew Research Center study regarding the sources from which people get their news, revealed that 59% of people obtained their news from the internet, with 72% using a mobile device for this purpose, and 20% obtaining their news from the newspaper; and

WHEREAS, the Common Council seeks to provide the public with as much information as possible about the actions of the De Pere city government, and the methods by which this is accomplished are becoming more electronically focused; and

WHEREAS, the City of De Pere spent over \$7,000 in 2016 for publication of council proceedings in the City's official newspaper; and

WHEREAS, the state legislature, recognizing that electronic sources of information have become important sources for the public, enacted 2015 Wisconsin Act 79, (effective November 13, 2015), which allows villages and towns the option of posting notice of its proceedings and publishing said notice on the municipality's website in lieu of posting the notice in three public places; and

WHEREAS, the Common Council believes that the same notification process available to villages and towns ought to be available to cities in order to efficiently provide the public with information on government action; and

WHEREAS, the Council supports 2017 Assembly Bill 70, which authorizes cities and other governmental entities to satisfy their legal obligation to publish proceedings by posting a copy of the proceedings in a public place and by electronically posting on their internet site.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council urges the state legislature to adopt 2017 Assembly Bill 70 to permit posting of proceedings in at least one public place, as well as electronic posting of official proceedings on a municipality's official website.

BE IT FURTHER RESOLVED THAT:

The Deputy City Clerk is authorized and directed to provide a copy of this Resolution to Governor Scott Walker, Senators David Hansen, Frank Lasee, and Robert Cowles, and Assembly Representatives John Macco, David Steffen, and Andre Jacque.

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 21st day of March, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Carey Danen, Deputy City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** March 21, 2017

**DEPARTMENT:** Planning

**FROM:** Kimberly Flom

**SUBJECT:** New Leaf Cooperative Market project update and request to purchase a portion of Parcel ED-881.

---

On March 14, 2017, the Finance and Personnel Committee voted 4-0 to approve property acquisition request and accompanying terms for New Leaf Market Cooperative to purchase part of parcel ED-881 and also authorized staff to obtain a certified survey map, draft a purchase agreement and begin the right of way vacation process.

**ATTACHMENTS:**

- Property Acquisition FP 3-2017 (PDF)
- FP Memo January 2016 (PDF)
- NLF Market\_320 WI-Revised Plan-030317 (PDF)



To: Finance/Personnel Committee  
From: Kimberly Flom, Economic Development & Planning Director  
Date: March 14, 2017  
  
RE: New Leaf Cooperative Grocery Presentation and Property Acquisition Request

## New Leaf Market Presentation

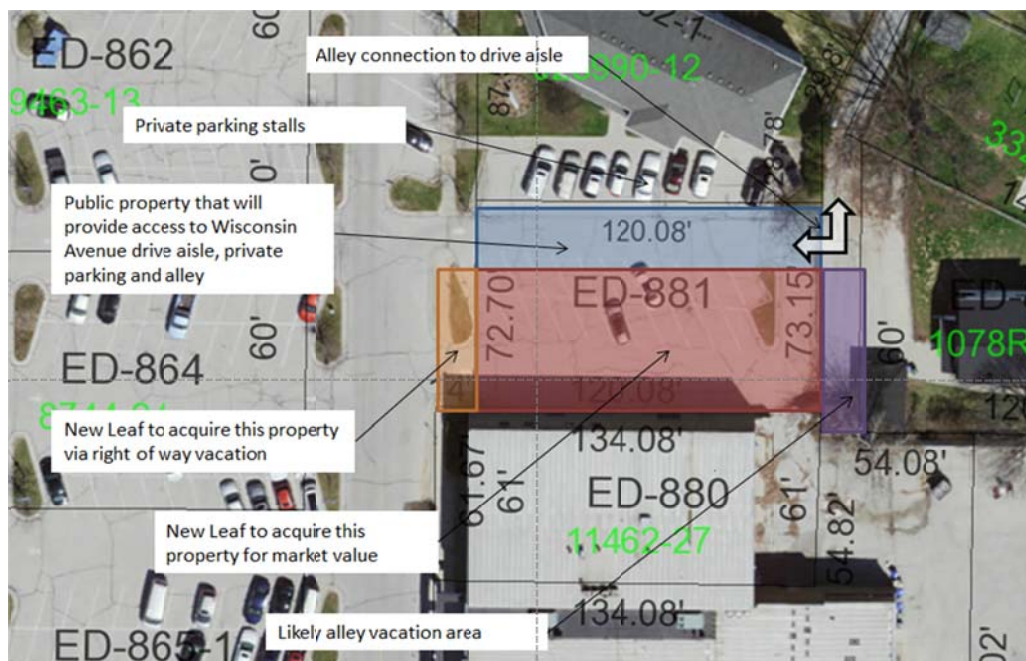
New Leaf Market will be presenting a short summary of their project and progress to date.

## Property Acquisition Request

New Leaf has requested to purchase part of a City owned parking lot (Parcel ED-881) in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. The Common Council authorized an appraisal of the property in January 2017. The attached January Finance/Personnel memo provides reference and includes additional project history. This supplementary memo includes project updates and proposed acquisition terms.

**The appraised value of the 8,757-s.f. lot is \$70,000 (\$7.99/s.f. or \$348,000/acre).**

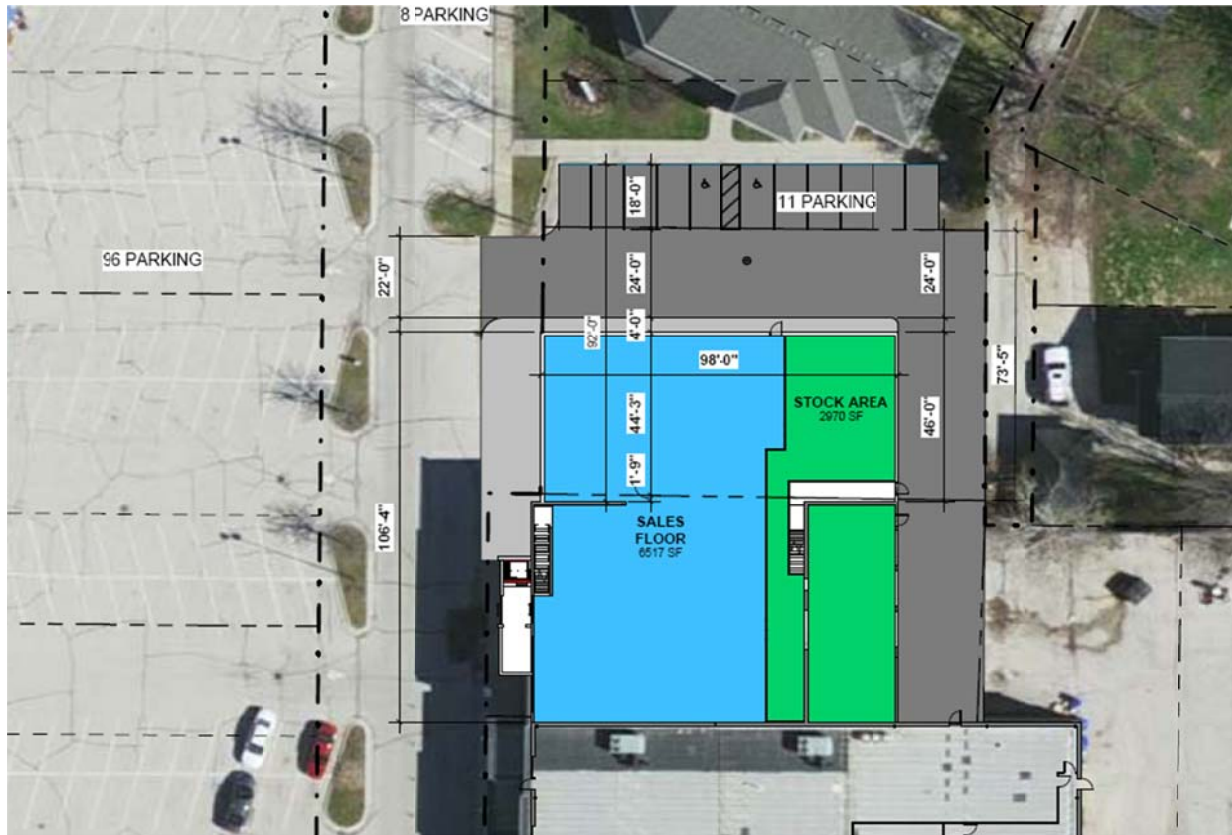
In order to develop a 10,000 s.f. grocery store, New Leaf would like to acquire approximately 6,800 s.f. Some of the land is from Parcel ED-881 (+/- 6,000 s.f.) and some of the Land is currently City owned right of way (+/- 800 s.f.). New Leaf proposes to purchase part of ED-881, and is requesting that the City vacate part of the Wisconsin Street right of way (to align with a previous vacation that occurred for the existing shopping center).





## Project progress

### Site Plan



*Draft New Leaf Preliminary Site Plan*

New Leaf provided the above preliminary site plan (also attached) that illustrates the proposed building expansion. Staff has not completed a full zoning review of this plan. Formal site plan review, including interdepartmental comment, will occur when the entire plan set is completed and submitted with an application.

The drive aisle located between the proposed building and the existing private Voyageur Office building stalls would remain publicly owned and would be connected to the existing alley to the east in order to provide better circulation. With that connection, the city may consider vacating a portion of the alley right of way located behind the New Leaf expansion.

#### Neighboring Property Owners

Staff has met with the owners of the Voyageur office building, located north of the parking lot, a few times in order to keep them informed and solicit feedback on the project. The property owners have expressed support for a site plan that includes the following minimum dimensions from their parking stalls to the proposed building addition:

- 18' parking lot depth for their private stalls
- 24' drive aisle
- 4'-5' curbed sidewalk

The preliminary site plan satisfies these dimensional requirements. They also expressed a desire that the building facades reflect the high quality design of other new development in Downtown De Pere, specifically the north side of the building, which will be very visible from the front door of the office building. While the owners reiterated that they support and encourage a grocery store in Downtown De Pere, they do have concerns about construction staging and timing. As the project moves forward, New Leaf representatives will meet with the ownership in an effort to come to an agreement that satisfies both parties. The City will help facilitate and make every effort to ensure that the office building remains functional and easily accessible during the construction period.

#### Downtown Parking

As mentioned in the January memo, Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. The New Leaf grocery store project would eliminate those spaces.

At the January meeting, the Council requested feedback about the loss of parking from neighboring property owners and Definitely De Pere. The Voyageur Office building owners are concerned about the loss of parking, but support the plan as long as access to their site is maintained in an efficient manner. The adjacent property owners support the loss of parking, as evidenced by their support of the revised cross access easement. Definitely De Pere supports the New Leaf project and feels that the value of a Downtown grocer far outweighs the loss of spaces in this particular area.

Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns. However, parking needs should be reviewed if additional redevelopment is proposed in this area. Staff did include a revision to the cross access agreement that would not permit any further loss of parking regulated by the agreement unless all four parties agreed in writing.

#### Cross Easement Agreement

The City circulated the Cross Easement Agreement to the respective property owners. At the time of this memo, Shopko representatives have signed the agreement. The two other owners acknowledged receipt of the agreement and said they would send it back soon.

### **Proposed Acquisition Terms**

Property to be sold at the appraised value of \$7.99/s.f., currently estimated at \$47,940 for 6,000 square feet. Actual site area to be determined as part of a certified survey map process.

#### City Obligations:

- Obtain a CSM for acquisition parcel. This will require hiring a surveyor to complete the CSM, and Plan Commission and Common Council review.
- Begin right of way vacation for Wisconsin Street (small area of land) and Alley. This will require hiring a surveyor for legal descriptions and maps for vacation in addition to publication and recording costs.
- Obtain a Phase 1 Environmental Assessment of the property. This will require hiring an engineering consultant.
- Pay closing costs, including cost of title insurance. City closing costs should be limited to customary seller costs, such as title insurance and letter of no specials. Buyer would be responsible for recording fee.
- Complete and execute cross access easement revision.

*The Capital Projects Fund will finance the City Obligations. These items were not included in the 2017 budget. The sale proceeds will then reimburse the Capital Projects Fund. Agreement will also include provision that if the property reverted back to the City in the event of a default, the Developer would be responsible for payment of the above costs.*

#### Developer Obligations:

##### Prior to closing

- Documentation that all financing for the project is in place.
  - Private Loans
  - WEDC
  - Equity
  - Revolving Loan Funds
  - Any others
- Complete site plan application submitted to the City of De Pere.
- Signed construction contract
- Closing on purchase of adjacent parcel

##### After closing

- Project to be constructed and issued full occupancy within 12 months of closing.
- Relocate existing storm sewer.
- Easement vacation or relocation request.

#### **Property Reversion:**

If developer does not comply with obligations, after appropriate notice, the City may repurchase property at price sold to buyer, less any liens/ taxes/assessments owed. City would become owner of any improvements to property completed at that time.

If City repurchases property, developer to be responsible for all costs incurred for the City obligations as listed above.

#### **Next Steps**

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews with progress updates:

##### Phase 1 –LAND ACQUISITION

Cross Easement Amendment - *Complete waiting on signatures*

Property Appraisal - *Complete*

Acquisition Terms – reviewed by Finance/Personnel and Council

Certified Survey Map –reviewed by Plan Commission and Council

Right of Way Vacation – reviewed by Plan Commission and Council

Purchase/Development Agreement reviewed by Finance/Personnel and Council

## Phase 2 - FINANCING

Revolving Loan Fund Request and Terms – *County loan review anticipated in March. City loan review anticipated in April.*

Loan Documents

## Phase 3 - PLANNING AND PERMITTING

Site Plan

Building and Health Permits

### Recommendation:

Recommend sale of part of parcel ED-881 to New Leaf Market Cooperative in order to develop a grocery store. Authorize staff to begin the next steps that include obtaining a certified survey map, drafting a purchase agreement and beginning the right of way vacation process.

The Common Council will also review this item. If you have, any questions about this item prior to the meeting, feel free contact me.



# City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee  
 From: Kimberly Flom, Economic Development & Planning Director  
 Date: January 10, 2017

RE: **Property Appraisal Request – New Leaf Market Cooperative – Parcel ED 881**

## Request Summary

New Leaf has requested to acquire part of a City owned parking lot in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. An appraisal is necessary in order to determine market value of the parcel.

## Project History

In the fall of 2015, the City of De Pere applied for a WEDC Community Development Investment Grant on behalf of New Leaf Market Cooperative in order to facilitate the development of a downtown grocery store. In June of 2016, WEDC awarded a \$250,000 grant to New Leaf in order to pursue the project.

New Leaf originally planned to lease space in the 310 N Wisconsin building (the shopping center immediately north of Shopko). The building was sold during the grant review period, which made leasing the space unfeasible. New Leaf representatives then worked on an alternative plan in order to remain in Downtown De Pere. On December 2, 2016, they reached an agreement on an offer to purchase the currently vacant, two-story building located at 320 N. Wisconsin Street.

The floorplate of the existing building is not large enough to accommodate the space needed for the New Leaf Market cooperative. New Leaf representatives approached the City with a request to acquire a portion of the parking lot located just north of the building, parcel ED-881. They propose to expand the 320 N. Wisconsin building in order to provide adequate space for the grocery store.

The revised project scope has a number of benefits including a desirable location in downtown De Pere as well as property ownership, which provides collateral for the necessary financing. However, the new location has also increased the project scope and budget.

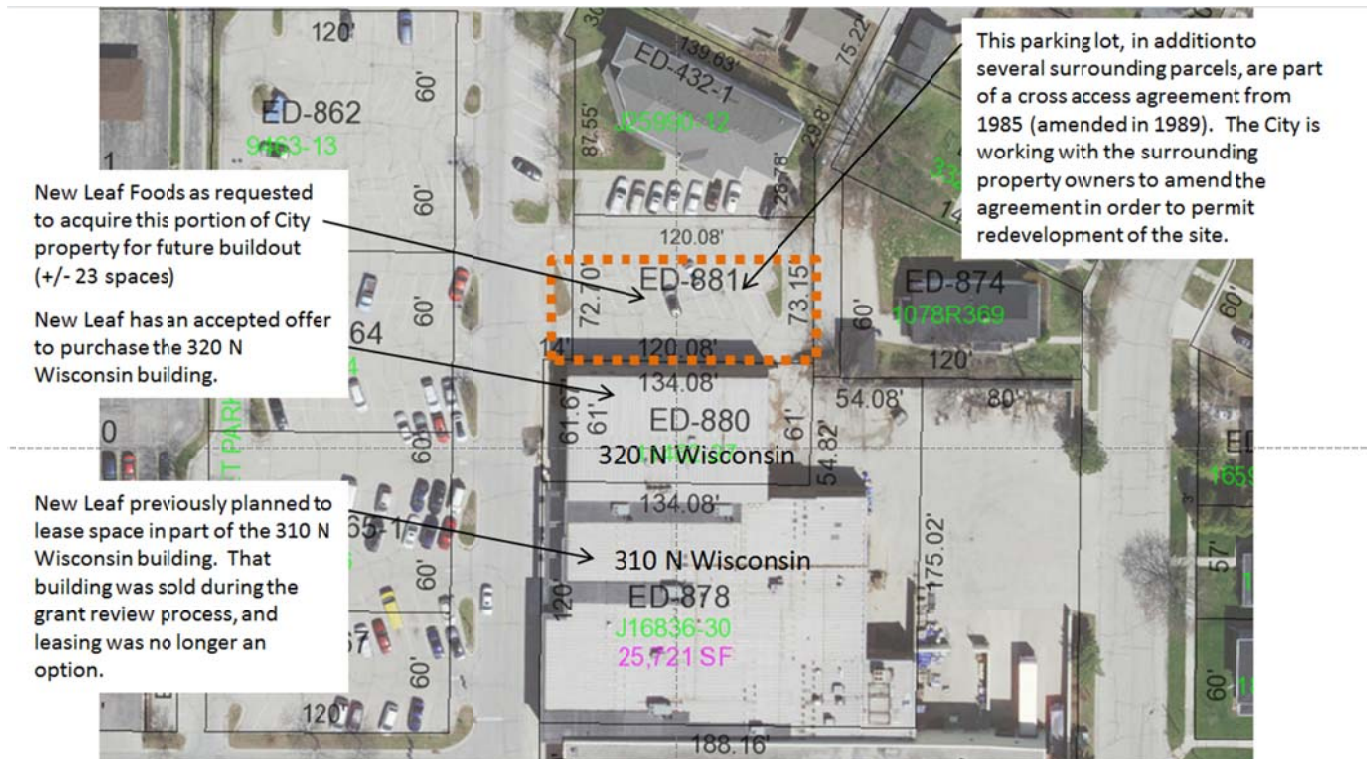
While the New Leaf project has not required any City approvals in the last year, their members have been busy preparing for project implementation. The attachments to this memo provide a progress report from the past year as well as a proposed timeline.

The New Leaf Market Cooperative project aligns with the Downtown Master Plan in a number of ways, including:

- Survey participants listed a grocery store as the #1 desired business in Downtown De Pere.
- The project would increase business and private investment by occupying and expanding an existing vacant building.

Attachment: FP Memo January 2016 (5645 : New Leaf Project Update and Property Acquisition Request)

- Converting a municipal owned parking lot into a building will increase the tax base in TID #7.
- Adding a grocery store, particularly one that focuses on locally accessible and organic products, will capitalize on a growing downtown De Pere key business niche of high quality food related establishments that range from restaurants to specialty shops to catering.



### Downtown Parking

Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. These spaces are currently underutilized, but the adjacent 2-story building is also vacant.

The Downtown Master Plan encourages urban redevelopment of many sites but also notes the importance of parking to a successful business district. The plan notes that 'parking should be adequate in supply and convenient to use, without dominating the urban fabric and character of Downtown.' Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns.

### Cross Easement Agreement

The parcel is part of a cross easement agreement between the City of De Pere and the owners of Shopko, 310 N. Wisconsin and 320 N. Wisconsin. The agreement includes a site plan that designates parcel ED-881 as a parking lot. This easement agreement must be amended to remove that requirement before the property can be redeveloped. Staff reached out to affected property owners, and provided a draft revised easement agreement. All parties have been verbally supportive of the request to amend the agreement and their respective legal counsels are currently reviewing the documents.

### Next Steps

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews:

#### Phase 1 –LAND ACQUISITION

- Cross Easement Amendment
- Property Appraisal
- Certified Survey Map – if property lines are modified
- Sales Agreement/Purchase Option/Development Agreement

#### Phase 2 - FINANCING

- Revolving Loan Fund Request and Terms
- Loan Documents

#### Phase 3 - PLANNING AND PERMITTING

- Site Plan
- Building and Health Permits

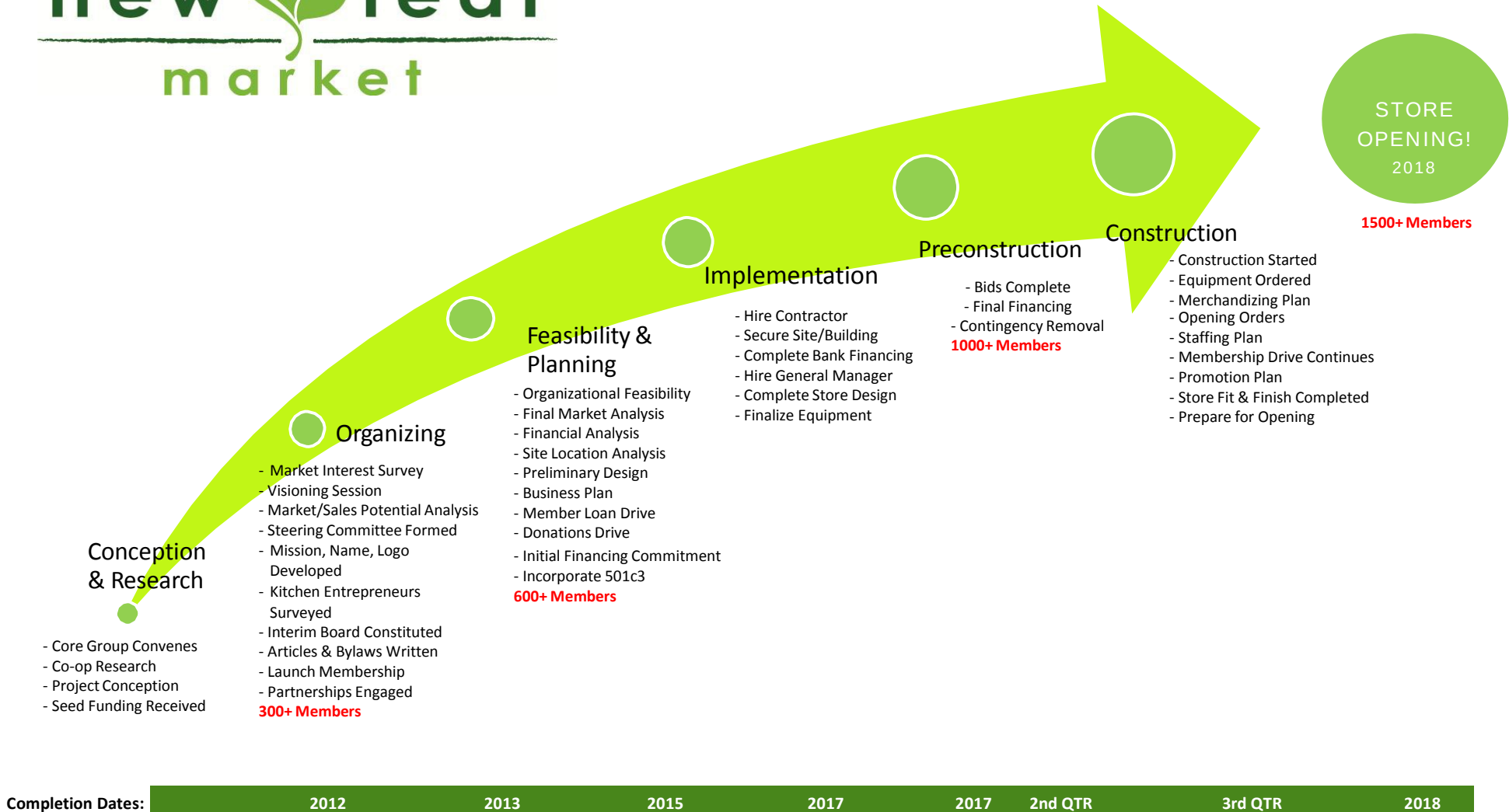
### Budget Impact

At the drafting of this memo, staff received two of three requested quotes for the appraisal (\$1,200 and \$2,000). A 3-5 week timeframe is expected for appraisal completion. Funds for the appraisal are proposed to come from the Economic Development/Planning Consulting Budget.

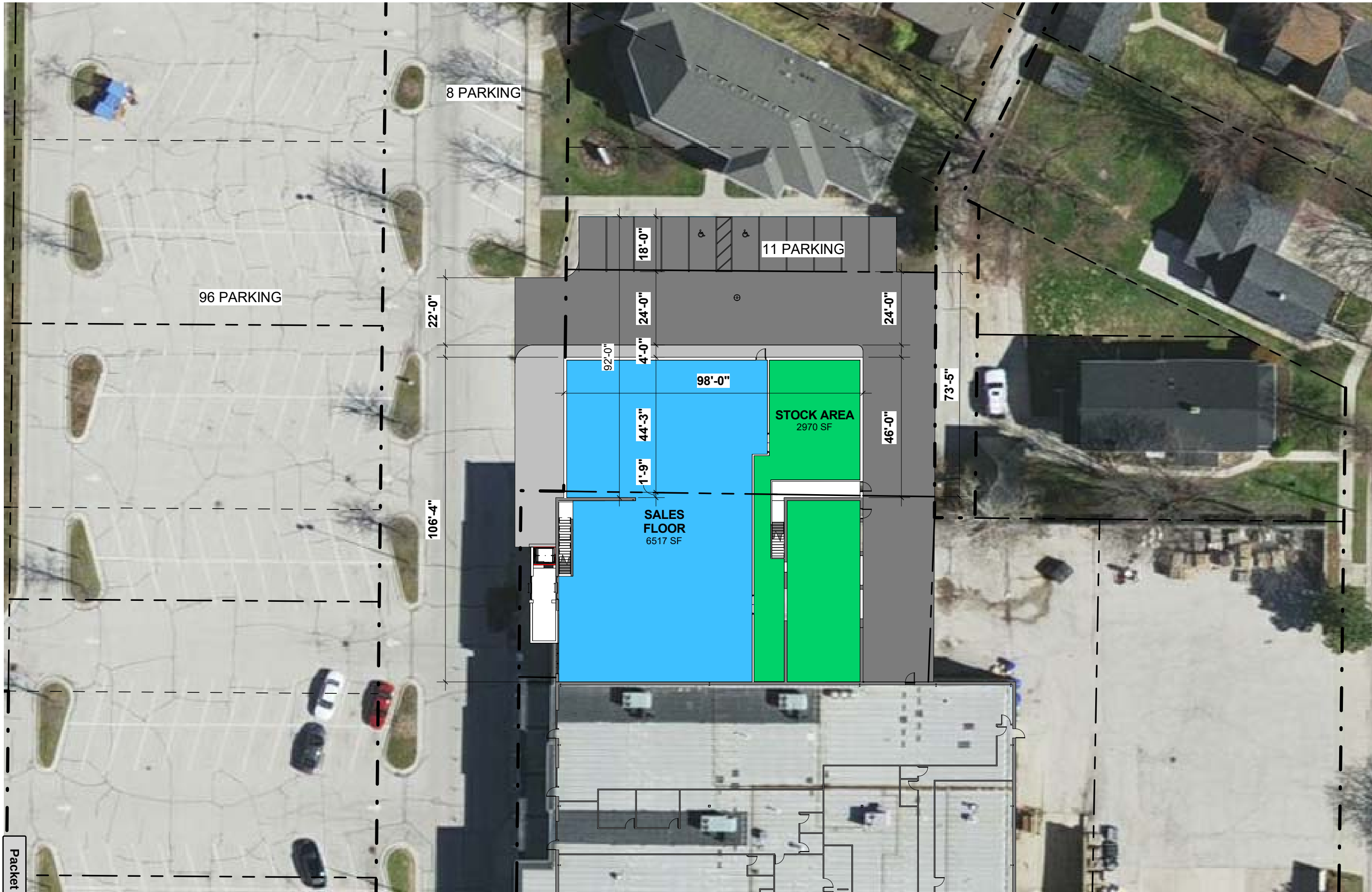
The Common Council will also review this item. If you have any questions about this item prior to the meeting, feel free contact me.







**RETAIL GROCERY STORE  
FOR NEW LEAF FOODS**



**FIRST FLOOR ADDITION**

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

---

**MEETING DATE:** March 21, 2017  
**DEPARTMENT:** City Clerk-Treasurer  
**FROM:** Carey Danen  
**SUBJECT:** Voucher Approval.

---

**ATTACHMENTS:**

- 3-21-17 VOUCHERS (PDF)

3/14/2017 11:10 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05472 MAR 2017 COUNCIL - 2 3-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D.                      | DESC                           | CHECK | CHECK     | DISCOUNT | AMOUNT     | CHECK  | CHECK    |
|--------|----------------------------------|--------------------------------|-------|-----------|----------|------------|--------|----------|
|        |                                  |                                | TYPE  | DATE      |          |            | NO#    | AMOUNT   |
| 4632   | ACCURATE APPRAISAL LLC           |                                |       |           |          |            |        |          |
|        | I-ACCAPP2017-3                   | ACCURATE APPRAISAL LLC         | R     | 3/21/2017 |          | 7,000.00CR | 081454 | 7,000.00 |
| 6426   | ACL                              |                                |       |           |          |            |        |          |
|        | I-201702-0                       | ACL                            | R     | 3/21/2017 |          | 107.20CR   | 081455 | 107.20   |
| 7009   | ACROSS THE STREET PRODUCTIONS    |                                |       |           |          |            |        |          |
|        | I-12-4808                        | ACROSS THE STREET PRODUCTIONS  | R     | 3/21/2017 |          | 604.80CR   | 081456 | 604.80   |
| 2982   | ALL CITY COMMUNICATIONS          |                                |       |           |          |            |        |          |
|        | I-4699567-030117                 | ALL CITY COMMUNICATIONS        | R     | 3/21/2017 |          | 149.00CR   | 081457 | 149.00   |
| 4791   | AT&T                             |                                |       |           |          |            |        |          |
|        | I-WIOR647LS1216                  | AT&T                           | R     | 3/21/2017 |          | 749.07CR   | 081458 | 749.07   |
| 0019   | BADGER POPCORN & CONC SUPPLY INC |                                |       |           |          |            |        |          |
|        | I-399813                         | BADGER POPCORN & CONC SUPPLY I | R     | 3/21/2017 |          | 162.96CR   | 081459 | 162.96   |
| 0020   | BADGERLAND PRINTING INC          |                                |       |           |          |            |        |          |
|        | I-29210                          | BADGERLAND PRINTING INC        | R     | 3/21/2017 |          | 156.00CR   | 081460 |          |
|        | I-29211                          | BADGERLAND PRINTING INC        | R     | 3/21/2017 |          | 60.25CR    | 081460 |          |
|        | I-29224                          | BADGERLAND PRINTING INC        | R     | 3/21/2017 |          | 110.00CR   | 081460 | 326.25   |
| 0023   | BATTERIES PLUS LLC               |                                |       |           |          |            |        |          |
|        | I-501-513586                     | BATTERIES PLUS LLC             | R     | 3/21/2017 |          | 169.90CR   | 081461 | 169.90   |
| 0027   | BAY TOWEL INC                    |                                |       |           |          |            |        |          |
|        | C-S184630                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 13.22      | 081462 |          |
|        | I-2339088                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 46.11CR    | 081462 |          |
|        | I-2343248                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 38.87CR    | 081462 |          |
|        | I-2345642                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 177.02CR   | 081462 |          |
|        | I-2347402                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 40.55CR    | 081462 |          |
|        | I-2347403                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 90.79CR    | 081462 |          |
|        | I-2351563                        | BAY TOWEL INC                  | R     | 3/21/2017 |          | 56.11CR    | 081462 | 436.23   |
| 2944   | BROWN COUNTY JAIL                |                                |       |           |          |            |        |          |
|        | I-201703136935                   | BROWN COUNTY JAIL              | R     | 3/21/2017 |          | 240.00CR   | 081463 | 240.00   |
| 5855   | BROWN COUNTY MABAS 112           |                                |       |           |          |            |        |          |
|        | I-201703136936                   | BROWN COUNTY MABAS 112         | R     | 3/21/2017 |          | 100.00CR   | 081464 | 100.00   |
| 0044   | BROWN COUNTY REGISTER OF DEEDS   |                                |       |           |          |            |        |          |
|        | I-201703136937                   | BROWN COUNTY REGISTER OF DEEDS | R     | 3/21/2017 |          | 70.50CR    | 081465 | 70.50    |

Attachment: 3-21-17 VOUCHERS (5643 : Voucher Approval.)



3/14/2017 11:10 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05472 MAR 2017 COUNCIL - 2 3-21-17

VENDOR SET: 01

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| VENDOR | NAME / I.D.                    | DESC                           | CHECK | CHECK     | DISCOUNT | AMOUNT     | CHECK  | CHECK    |
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|        |                                |                                | TYPE  | DATE      |          |            | NO#    | AMOUNT   |
| 5640   | BROWNELLS INC                  |                                |       |           |          |            |        |          |
|        | I-13657995.01                  | BROWNELLS INC                  | R     | 3/21/2017 |          | 92.06CR    | 081466 | 92.06    |
| 0050   | CAMERA CORNER INC              |                                |       |           |          |            |        |          |
|        | I-480698-IN                    | CAMERA CORNER INC              | R     | 3/21/2017 |          | 112.99CR   | 081467 | 112.99   |
| 0115   | CARQUEST AUTO PARTS LLC        |                                |       |           |          |            |        |          |
|        | I-6339-236971                  | CARQUEST AUTO PARTS LLC        | R     | 3/21/2017 |          | 5.73CR     | 081468 |          |
|        | I-6339-236972                  | CARQUEST AUTO PARTS LLC        | R     | 3/21/2017 |          | 17.44CR    | 081468 | 23.17    |
| 0536   | CDW GOVERNMENT INC             |                                |       |           |          |            |        |          |
|        | I-GTD0890                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 165.36CR   | 081469 |          |
|        | I-GTD5607                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 71.40CR    | 081469 |          |
|        | I-GWJ7939                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 4,395.48CR | 081469 |          |
|        | I-GWP6693                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 181.65CR   | 081469 |          |
|        | I-GWP6693 B                    | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 643.04CR   | 081469 |          |
|        | I-GXJ1830                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 22.95CR    | 081469 |          |
|        | I-GZF5979                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 22.66CR    | 081469 |          |
|        | I-HBK9806                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 179.79CR   | 081469 |          |
|        | I-HBV6048                      | CDW GOVERNMENT INC             | R     | 3/21/2017 |          | 1,232.38CR | 081469 | 6,914.71 |
| 2708   | CLEANING SOLUTION SERVICES INC |                                |       |           |          |            |        |          |
|        | I-12763                        | CLEANING SOLUTION SERVICES INC | R     | 3/21/2017 |          | 59.11CR    | 081470 | 59.11    |
| 6700   | DARLEY CO                      |                                |       |           |          |            |        |          |
|        | I-17276028                     | DARLEY CO                      | R     | 3/21/2017 |          | 192.35CR   | 081471 | 192.35   |
| 0085   | EMERGENCY MEDICAL PRODUCTS INC |                                |       |           |          |            |        |          |
|        | I-1888092                      | EMERGENCY MEDICAL PRODUCTS INC | R     | 3/21/2017 |          | 472.00CR   | 081472 |          |
|        | I-1890652                      | EMERGENCY MEDICAL PRODUCTS INC | R     | 3/21/2017 |          | 211.45CR   | 081472 | 683.45   |
| 0086   | EMPLOYEE RESOURCE CENTER INC   |                                |       |           |          |            |        |          |
|        | I-ERC-0217-6362                | EMPLOYEE RESOURCE CENTER INC   | R     | 3/21/2017 |          | 408.00CR   | 081473 | 408.00   |
| 7422   | EXCEL UNDERGROUND LLC          |                                |       |           |          |            |        |          |
|        | I-4968                         | EXCEL UNDERGROUND LLC          | R     | 3/21/2017 |          | 2,500.35CR | 081474 | 2,500.35 |
| 2627   | FESTIVAL FOODS INC             |                                |       |           |          |            |        |          |
|        | I-122069-34                    | FESTIVAL FOODS INC             | R     | 3/21/2017 |          | 20.73CR    | 081475 | 20.73    |
| 7096   | JAMES M. FICO PHD              |                                |       |           |          |            |        |          |
|        | I-201703136938                 | JAMES M. FICO PHD              | R     | 3/21/2017 |          | 325.00CR   | 081476 | 325.00   |

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| 0200   | FIRST SUPPLY LLC             |                              |       |           |          |             |        |           |
|        | I-10428706-00                | FIRST SUPPLY LLC             | R     | 3/21/2017 |          | 36.92CR     | 081477 |           |
|        | I-10447751-00                | FIRST SUPPLY LLC             | R     | 3/21/2017 |          | 28.50CR     | 081477 |           |
|        | I-10453807-00                | FIRST SUPPLY LLC             | R     | 3/21/2017 |          | 66.15CR     | 081477 | 131.57    |
| 0097   | FIVE ALARM INC               |                              |       |           |          |             |        |           |
|        | I-165000-1                   | FIVE ALARM INC               | R     | 3/21/2017 |          | 637.66CR    | 081478 | 637.66    |
| 0107   | FOX VALLEY TECHNICAL COLLEGE |                              |       |           |          |             |        |           |
|        | I-TPB0000366707              | FOX VALLEY TECHNICAL COLLEGE | R     | 3/21/2017 |          | 1,089.00CR  | 081479 |           |
|        | I-TPB0000371618              | FOX VALLEY TECHNICAL COLLEGE | R     | 3/21/2017 |          | 80.00CR     | 081479 | 1,169.00  |
| 7079   | G & O THERMAL SUPPLY COMPANY |                              |       |           |          |             |        |           |
|        | I-31408                      | G & O THERMAL SUPPLY COMPANY | R     | 3/21/2017 |          | 64.20CR     | 081480 | 64.20     |
| 0562   | GALLS LLC                    |                              |       |           |          |             |        |           |
|        | I-7022476                    | GALLS LLC                    | R     | 3/21/2017 |          | 47.24CR     | 081481 |           |
|        | I-7033986                    | GALLS LLC                    | R     | 3/21/2017 |          | 127.78CR    | 081481 |           |
|        | I-7046323                    | GALLS LLC                    | R     | 3/21/2017 |          | 139.95CR    | 081481 | 314.97    |
| 5830   | GRAEF INC                    |                              |       |           |          |             |        |           |
|        | I-92038                      | GRAEF INC                    | R     | 3/21/2017 |          | 3,640.00CR  | 081482 | 3,640.00  |
| 0116   | GRAINGER INC                 |                              |       |           |          |             |        |           |
|        | I-9361614705                 | GRAINGER INC                 | R     | 3/21/2017 |          | 535.68CR    | 081483 | 535.68    |
| 0446   | HAWKINS INC                  |                              |       |           |          |             |        |           |
|        | I-4024482 RI                 | HAWKINS INC                  | R     | 3/21/2017 |          | 5,298.16CR  | 081484 | 5,298.16  |
| 3521   | HD SUPPLY WATERWORKS LTD     |                              |       |           |          |             |        |           |
|        | I-G721248                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 14,280.00CR | 081485 |           |
|        | I-G772536                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 290.40CR    | 081485 |           |
|        | I-G780460                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 264.15CR    | 081485 |           |
|        | I-G801061                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 6,208.62CR  | 081485 |           |
|        | I-G802106                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 1,259.57CR  | 081485 |           |
|        | I-G829680                    | HD SUPPLY WATERWORKS LTD     | R     | 3/21/2017 |          | 250.00CR    | 081485 | 22,552.74 |
| 5484   | HYDROCORP INC                |                              |       |           |          |             |        |           |
|        | I-41847-IN                   | HYDROCORP INC                | R     | 3/21/2017 |          | 2,876.00CR  | 081486 |           |
|        | I-41881-IN                   | HYDROCORP INC                | R     | 3/21/2017 |          | 3,325.00CR  | 081486 | 6,201.00  |
| 1399   | INDOFF INC                   |                              |       |           |          |             |        |           |
|        | I-2922773                    | INDOFF INC                   | R     | 3/21/2017 |          | 159.75CR    | 081487 |           |
|        | I-2923029                    | INDOFF INC                   | R     | 3/21/2017 |          | 113.82CR    | 081487 |           |
|        | I-2924321                    | INDOFF INC                   | R     | 3/21/2017 |          | 19.99CR     | 081487 |           |
|        | I-2927877                    | INDOFF INC                   | R     | 3/21/2017 |          | 22.19CR     | 081487 |           |
|        | I-2928932                    | INDOFF INC                   | R     | 3/21/2017 |          | 101.34CR    | 081487 | 417.09    |

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| 7545   | INSIGHT PUBLICATIONS LLC   |                            |       |           |          |             |        |           |
|        | I-2017-11251               | INSIGHT PUBLICATIONS LLC   | R     | 3/21/2017 |          | 395.00CR    | 081488 | 395.00    |
| 2602   | JOSSART BROTHERS INC       |                            |       |           |          |             |        |           |
|        | I-313                      | JOSSART BROTHERS INC       | R     | 3/21/2017 |          | 1,245.00CR  | 081489 |           |
|        | I-314                      | JOSSART BROTHERS INC       | R     | 3/21/2017 |          | 1,072.75CR  | 081489 | 2,317.75  |
| 1276   | JX ENTERPRISES INC         |                            |       |           |          |             |        |           |
|        | I-D-270510172              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 69.99CR     | 081490 |           |
|        | I-D-270580012              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 6.31CR      | 081490 |           |
|        | I-D-270580100              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 729.88CR    | 081490 |           |
|        | I-D-270590062              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 34.64CR     | 081490 |           |
|        | I-D-270590126              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 77.05CR     | 081490 |           |
|        | I-D-270600006              | JX ENTERPRISES INC         | R     | 3/21/2017 |          | 318.65CR    | 081490 | 1,236.52  |
| 1      | KEIPPEL, JOHN & MARGARET   |                            |       |           |          |             |        |           |
|        | I-201703136939             | MAILE                      | R     | 3/21/2017 |          | 49.49CR     | 081491 | 49.49     |
| 3140   | KUNDINGER FLUID POWER INC  |                            |       |           |          |             |        |           |
|        | I-504221469                | KUNDINGER FLUID POWER INC  | R     | 3/21/2017 |          | 65.53CR     | 081492 |           |
|        | I-50422147                 | KUNDINGER FLUID POWER INC  | R     | 3/21/2017 |          | 2,759.43CR  | 081492 | 2,824.96  |
| 0173   | MENARDS INC                |                            |       |           |          |             |        |           |
|        | I-2048                     | MENARDS INC                | R     | 3/21/2017 |          | 70.33CR     | 081493 |           |
|        | I-2158                     | MENARDS INC                | R     | 3/21/2017 |          | 158.58CR    | 081493 |           |
|        | I-2265                     | MENARDS INC                | R     | 3/21/2017 |          | 44.99CR     | 081493 |           |
|        | I-2287                     | MENARDS INC                | R     | 3/21/2017 |          | 425.00CR    | 081493 |           |
|        | I-2633                     | MENARDS INC                | R     | 3/21/2017 |          | 7.99CR      | 081493 | 706.89    |
| 7445   | MIDWEST TESTING LLC        |                            |       |           |          |             |        |           |
|        | I-4088                     | MIDWEST TESTING LLC        | R     | 3/21/2017 |          | 14,920.00CR | 081494 | 14,920.00 |
| 1630   | BRIAN MITCHELL             |                            |       |           |          |             |        |           |
|        | I-1585                     | BRIAN MITCHELL             | R     | 3/21/2017 |          | 619.20CR    | 081495 | 619.20    |
| 7129   | NELSON TACTICAL            |                            |       |           |          |             |        |           |
|        | I-763                      | NELSON TACTICAL            | R     | 3/21/2017 |          | 99.87CR     | 081496 | 99.87     |
| 3191   | NIELSON COMMUNICATIONS INC |                            |       |           |          |             |        |           |
|        | I-AT11082                  | NIELSON COMMUNICATIONS INC | R     | 3/21/2017 |          | 49.90CR     | 081497 | 49.90     |
| 0531   | NORTHEAST AUTO PARTS INC   |                            |       |           |          |             |        |           |
|        | I-319137                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 18.87CR     | 081498 |           |
|        | I-319188                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 11.80CR     | 081498 |           |
|        | I-319216                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 43.34CR     | 081498 |           |
|        | I-319238                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 113.10CR    | 081498 |           |
|        | I-319255                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 47.83CR     | 081498 |           |
|        | I-319262                   | NORTHEAST AUTO PARTS INC   | R     | 3/21/2017 |          | 31.96CR     | 081498 | 266.90    |

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| 5433 | NORTHEAST WI TECH COLLEGE       |                                  |               |               |          |            |              |                 |
|      | I-SFT0000112714                 | NORTHEAST WI TECH COLLEGE        | R             | 3/21/2017     |          | 1,628.49CR | 081499       | 1,628.49        |
| 0187 | NSIGHT TELS SERVICES            |                                  |               |               |          |            |              |                 |
|      | I-201703136940                  | NSIGHT TELS SERVICES             | R             | 3/21/2017     |          | 65.04CR    | 081500       | 65.04           |
| 0255 | ONE LAW GROUP SC                |                                  |               |               |          |            |              |                 |
|      | I-406-01M (254)                 | ONE LAW GROUP SC                 | R             | 3/21/2017     |          | 1,045.73CR | 081501       | 1,045.73        |
| 7355 | OXFORD IMMUNOTEC                |                                  |               |               |          |            |              |                 |
|      | I-554128                        | OXFORD IMMUNOTEC                 | R             | 3/21/2017     |          | 52.75CR    | 081502       | 52.75           |
| 5222 | P J KORTENS & CO INC            |                                  |               |               |          |            |              |                 |
|      | I-10019343                      | P J KORTENS & CO INC             | R             | 3/21/2017     |          | 3,025.00CR | 081503       | 3,025.00        |
| 3202 | PHYSIO-CONTROL INC              |                                  |               |               |          |            |              |                 |
|      | I-417018314                     | PHYSIO-CONTROL INC               | R             | 3/21/2017     |          | 4,582.32CR | 081504       | 4,582.32        |
| 6126 | PM SUPPLY - WRIGHT INDUSTRIAL   |                                  |               |               |          |            |              |                 |
|      | I-70738                         | PM SUPPLY - WRIGHT INDUSTRIAL    | R             | 3/21/2017     |          | 557.17CR   | 081505       | 557.17          |
| 0208 | POMP'S TIRE SERVICE INC         |                                  |               |               |          |            |              |                 |
|      | I-1010047096                    | POMP'S TIRE SERVICE INC          | R             | 3/21/2017     |          | 840.70CR   | 081506       |                 |
|      | I-90037978                      | POMP'S TIRE SERVICE INC          | R             | 3/21/2017     |          | 506.06CR   | 081506       | 1,346.76        |
| 1246 | PREVEA HEALTH                   |                                  |               |               |          |            |              |                 |
|      | I-108429                        | PREVEA HEALTH                    | R             | 3/21/2017     |          | 42.00CR    | 081507       |                 |
|      | I-108476                        | PREVEA HEALTH                    | R             | 3/21/2017     |          | 292.00CR   | 081507       | 334.00          |
| 0218 | PROMOTIONAL DESIGNS INC         |                                  |               |               |          |            |              |                 |
|      | I-14258-1                       | PROMOTIONAL DESIGNS INC          | R             | 3/21/2017     |          | 26.00CR    | 081508       | 26.00           |
| 0228 | RENT A FLASH OF WISCONSIN INC   |                                  |               |               |          |            |              |                 |
|      | I-56244                         | RENT A FLASH OF WISCONSIN INC    | R             | 3/21/2017     |          | 795.00CR   | 081509       | 795.00          |
| 1890 | S I METALS AND SUPPLY           |                                  |               |               |          |            |              |                 |
|      | I-104213                        | SALES ORDE S I METALS AND SUPPLY | R             | 3/21/2017     |          | 395.00CR   | 081510       | 395.00          |
| 0235 | SAINT VINCENT HOSPITAL          |                                  |               |               |          |            |              |                 |
|      | I-45395                         | SAINT VINCENT HOSPITAL           | R             | 3/21/2017     |          | 4.96CR     | 081511       | 4.96            |
| 6649 | SCHMIDT BOAT LIFTS & DOCKS INC. |                                  |               |               |          |            |              |                 |
|      | I-T9084                         | SCHMIDT BOAT LIFTS & DOCKS INC   | R             | 3/21/2017     |          | 690.53CR   | 081512       | 690.53          |

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|        |                               |                               | TYPE  | DATE      |          |            | NO#    | AMOUNT   |
| 5221   | SHELD AHL, KEVIN R            |                               |       |           |          |            |        |          |
|        | I-F02232017                   | SHELD AHL, KEVIN R            | R     | 3/21/2017 |          | 300.00CR   | 081513 | 300.00   |
| 0252   | SOUTHSIDE TIRE CO INC         |                               |       |           |          |            |        |          |
|        | I-3058208                     | SOUTHSIDE TIRE CO INC         | R     | 3/21/2017 |          | 207.00CR   | 081514 | 207.00   |
| 4094   | STATE BAR OF WISCONSIN        |                               |       |           |          |            |        |          |
|        | I-5020066                     | STATE BAR OF WISCONSIN        | R     | 3/21/2017 |          | 198.17CR   | 081515 | 198.17   |
| 1903   | TECHNOLOGY ARCHITECTS INC     |                               |       |           |          |            |        |          |
|        | I-10904839                    | TECHNOLOGY ARCHITECTS INC     | R     | 3/21/2017 |          | 36.25CR    | 081516 |          |
|        | I-10904840                    | TECHNOLOGY ARCHITECTS INC     | R     | 3/21/2017 |          | 36.25CR    | 081516 | 72.50    |
| 0267   | TRAFFIC & PARKING CONTROL INC |                               |       |           |          |            |        |          |
|        | I-1555981                     | TRAFFIC & PARKING CONTROL INC | R     | 3/21/2017 |          | 784.00CR   | 081517 | 784.00   |
| 7309   | TRILLIUM CNG                  |                               |       |           |          |            |        |          |
|        | I-1703022124                  | TRILLIUM CNG                  | R     | 3/21/2017 |          | 3,296.66CR | 081518 | 3,296.66 |
| 0268   | TRUCK EQUIPMENT INC           |                               |       |           |          |            |        |          |
|        | I-729634-00                   | TRUCK EQUIPMENT INC           | R     | 3/21/2017 |          | 224.00CR   | 081519 | 224.00   |
| 0272   | UNIFORM SHOPPE INC            |                               |       |           |          |            |        |          |
|        | I-263602                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 94.85CR    | 081520 |          |
|        | I-263677                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 99.90CR    | 081520 |          |
|        | I-263679                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 236.80CR   | 081520 |          |
|        | I-263692                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 122.90CR   | 081520 |          |
|        | I-263884                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 47.95CR    | 081520 |          |
|        | I-263885                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 47.95CR    | 081520 |          |
|        | I-264066                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 59.95CR    | 081520 |          |
|        | I-264082                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 517.45CR   | 081520 |          |
|        | I-264083                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 59.95CR    | 081520 |          |
|        | I-264084                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 46.95CR    | 081520 |          |
|        | I-264136                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 42.95CR    | 081520 |          |
|        | I-264137                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 60.00CR    | 081520 |          |
|        | I-264158                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 7.95CR     | 081520 |          |
|        | I-264159                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 53.95CR    | 081520 |          |
|        | I-264229                      | UNIFORM SHOPPE INC            | R     | 3/21/2017 |          | 124.95CR   | 081520 | 1,624.45 |
| *VOID* | VOID CHECK                    |                               | V     | 3/21/2017 |          |            | 081521 | **VOID** |
| 7015   | US BANK EQUIPMENT FINANCE     |                               |       |           |          |            |        |          |
|        | I-325397107                   | US BANK EQUIPMENT FINANCE     | R     | 3/21/2017 |          | 207.50CR   | 081522 | 207.50   |

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|------|---------------------------------|-------------------------------|---------------|---------------|----------|------------|--------------|-----------------|
| 0277 | VAN'S FIRE & SAFETY INC         |                               |               |               |          |            |              |                 |
|      | I-4094750                       | VAN'S FIRE & SAFETY INC       | R             | 3/21/2017     |          | 297.53CR   | 081523       | 297.53          |
| 3085 | VANDERLOOP'S SHOES INC          |                               |               |               |          |            |              |                 |
|      | I-I04-10014614                  | VANDERLOOP'S SHOES INC        | R             | 3/21/2017     |          | 100.00CR   | 081524       | 100.00          |
| 0291 | WI DEPT OF JUSTICE TIME MADISON |                               |               |               |          |            |              |                 |
|      | I-201703136941                  | WI DEPT OF JUSTICE TIME MADI  | R             | 3/21/2017     |          | 322.00CR   | 081525       | 322.00          |
| 1952 | WI DEPT OF REVENUE              |                               |               |               |          |            |              |                 |
|      | I-201703136942                  | WI DEPT OF REVENUE            | R             | 3/21/2017     |          | 9,963.29CR | 081526       | 9,963.29        |
| 0294 | WI DEPT OF TRANSPORTATION BBS   |                               |               |               |          |            |              |                 |
|      | I-395-0000018485                | WI DEPT OF TRANSPORTATION BBS | R             | 3/21/2017     |          | 1,169.35CR | 081527       |                 |
|      | I-395-0000018513                | WI DEPT OF TRANSPORTATION BBS | R             | 3/21/2017     |          | 3,192.02CR | 081527       |                 |
|      | I-395-0000018514                | WI DEPT OF TRANSPORTATION BBS | R             | 3/21/2017     |          | 4,704.84CR | 081527       |                 |
|      | I-395-0000018515                | WI DEPT OF TRANSPORTATION BBS | R             | 3/21/2017     |          | 3,220.92CR | 081527       | 12,287.13       |
| 7350 | WI MEDIA                        |                               |               |               |          |            |              |                 |
|      | I-288554                        | WI MEDIA                      | R             | 3/21/2017     |          | 668.09CR   | 081528       | 668.09          |
| 0548 | WI RURAL WATER ASSOC            |                               |               |               |          |            |              |                 |
|      | I-S2195                         | WI RURAL WATER ASSOC          | R             | 3/21/2017     |          | 555.00CR   | 081529       | 555.00          |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT  | TOTAL APPLIED |
|---------------------|-----|-----------|------------|---------------|
| REGULAR CHECKS:     | 75  | 0.00      | 131,552.45 | 131,552.45    |
| 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:    | 76  | 0.00      | 131,552.45 | 131,552.45    |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-21-17 VOUCHERS (5643 : Voucher Approval.)

3/14/2017 11:10 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05472 MAR 2017 COUNCIL - 2 3-21-17  
 VENDOR SET: 01  
 BANK : AP ASSOCIATED

|        |             |      | CHECK | CHECK |          | CHECK  | CHECK |        |
|--------|-------------|------|-------|-------|----------|--------|-------|--------|
| VENDOR | NAME / I.D. | DESC | TYPE  | DATE  | DISCOUNT | AMOUNT | NO#   | AMOUNT |

\*\* POSTING PERIOD RECAP \*\*

| FUND  | PERIOD | AMOUNT       |
|-------|--------|--------------|
| ----- |        |              |
| 100   | 3/2017 | 50,179.70CR  |
| 201   | 3/2017 | 3,996.18CR   |
| 208   | 3/2017 | 798.32CR     |
| 209   | 3/2017 | 2,343.83CR   |
| 260   | 3/2017 | 30.00CR      |
| 405   | 3/2017 | 12,429.20CR  |
| 415   | 3/2017 | 484.15CR     |
| 601   | 3/2017 | 53,601.75CR  |
| 650   | 3/2017 | 7,689.32CR   |
| ===== |        |              |
| ALL   |        | 131,552.45CR |

Attachment: 3-21-17 VOUCHERS (5643 : Voucher Approval.)

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

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**MEETING DATE:** March 21, 2017  
**DEPARTMENT:** City Clerk-Treasurer  
**FROM:** Carey Danen  
**SUBJECT:** Operator License Applications.

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**ATTACHMENTS:**

- 03-21-17 (PDF)



## CITY OF DE PERE - March 21, 2017

| ITEM                                           | NAME                | ADDRESS           | CITY      | ST | ZIP   |
|------------------------------------------------|---------------------|-------------------|-----------|----|-------|
| <b>Temporary Operator License Applications</b> |                     |                   |           |    |       |
| 1                                              | BUSSIERE, ANDREW W. | 745 SIMONET CT    | GREEN BAY | WI | 54301 |
| 2                                              | GIBSON, DAVID E.    | 703 E. MISSION RD | GREEN BAY | WI | 54301 |
| 3                                              | ROHM, DAWN M.       | 1751 HIGHVIEW ST  | DE PERE   | WI | 54115 |

|                                                                             |                       |                      |           |    |       |
|-----------------------------------------------------------------------------|-----------------------|----------------------|-----------|----|-------|
| <b>New Operator License Applications for the 2016-2018 Licensing Period</b> |                       |                      |           |    |       |
| 1                                                                           | AGEN, NICHOLAS R.     | W5260 STATE PARK CT  | APPLETON  | WI | 54915 |
| 2                                                                           | JOHNSON, DAEMYEN P.   | 1901 RIDGEWAY DR #10 | DE PERE   | WI | 54115 |
| 3                                                                           | PHILLIPS, JENNIFER L. | 371 1/2 MAIN AV      | DE PERE   | WI | 54115 |
| 4                                                                           | SOHR, TALOR L.        | 905 EMMET ST         | GREEN BAY | WI | 54303 |

Attachment: 03-21-17 (5647 : Operator License Applications.)