



Common Council

Regular Meeting

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

Agenda

Tuesday, March 20, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 20, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the March 6, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Strategic Visioning & Branding Initiative - Project Update
6. Recommendation of the Board of Public Works to Award the Contract for Project 18-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. in the Amount of \$2,879,700.15.
7. Recommendation of the Board of Public Works to Award the Contract for Project 18-02 Charles Street Reconstruction & Utility Relay to De Groot, Inc., in the Amount of \$1,861,071.65 Contingent on Green Bay Metropolitan Sewerage District's Award to De Groot, Inc.
8. Recommendation of the Board of Public Works to Award the Contract for Project 18-11 Enterprise Drive Reconstruction & Utility Relay to Feaker & Sons Co., Inc. in the Amount of \$1,133,376.50.
9. Recommendation of the Board of Public Works to Award the Contract for Project 18-13 Crackfilling & Seal Coating to Asphalt Seal and Repair, Inc. in the Amount of \$100,476.00.
10. Recommendation from Finance/Personnel Committee to Approve Police Request for \$5,000 Transfer from Undesignated Reserves for Squad Replacement.
11. Recommendation from the Finance/Personnel Committee to Approve Public Works Department Organizational Changes
12. Recommendation from the License Committee on an Application for a Premises Description Change for Baffidilucio, LLC from 363 Main Av to 109 N. Broadway.
13. Resolution #18-20 Urging State Legislators to Give Full Consideration to, and Ultimately Adopt Enhanced Safety Measures Relating to Firearms and Ammunition ((PLEASE NOTE: Ald. Nelson, sponsor of the resolution, is expected to make a motion to refer this item back to staff.))

14. Resolution #18-21 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).
15. Resolution #18-22 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design).
16. Resolution #18-23 Authorizing the Negotiation of an Economic Development Loan with Nardi LLC (Affogato Gelato & Espresso Bar).
17. Resolution #18-24 Authorizing Agreement Between the City of De Pere, GB 1100 Main, LLC and GB Real Estate Investments, LLC Regarding the Redevelopment of Certain Property (Main Avenue at Interstate Highway 41).
18. Resolution #18-25 Authorizing Lease Agreement with Badger Office City
19. Resolution #18-26 Authorizing Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2018 - February 2019).
20. Resolution #18-27 Authorizing Software Services Agreement with OpenGov, Inc.
21. Operator License Applications.
22. Voucher Approval.
23. Appointments and Re-appointments to Boards and Commissions by Mayor Walsh.
24. Future Agenda Items.
25. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Garritt R.Bader, GB Real Estate Investments LLC
Andrew Krans, Baffidilucio LLC
Vincent Nardi, Affogato Bar

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the March 6, 2018 Common Council Meeting.

ATTACHMENTS:

- 3-06-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, March 6, 2018

7:30 PM

De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the January 30, 2018 Special Common Council Meeting.

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

4. Approval of the Minutes of the February 21, 2018 Common Council Meeting.

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

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

Aldersperson Hansen thanked the Public Works department for their work with snow removal all winter.

6. Review 2015 Washington Street Improvement Review

City Engineer Eric Rakers and Public Works Director Scott Thoresen reviewed the memo included in the packet. Eric reviewed the issues they were having on Washington Street prior to the reconstruction of Washington Street in 2015. He reviewed the changes implemented: the sidewalk along Washington Street to make Ontario more attractive for parking, rerouting Washington Street from Merrill to Ontario, and the parking lanes put in on the east side of Washington Street. They revisited the site in late February 2018 and reviewed the car and pedestrian traffic. They had discussion with the crossing guards there and have identified some issues that remain. Discussion followed. Engineering will discuss ongoing issues with the Police Department. Aldersperson Hansen asked if red reflective tape could be placed on stop signs at Merrill and Jordan to increase visibility.

Attachment: 3-06-2018 Common Council Minutes (6799 : Approval of the Minutes of the March 6, 2018 Common Council Meeting.)

7. Recommendation from the Board of Park Commissioner's to Approve Donation of a Little Free Library at Kelly Danen Park by Girl Scout Troop 4679

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

8. Recommendation from the Board of Park Commissioners to Award the Contract for Project 18 -12 Voyageur Park Playground surfacing to Bluemels in the amount of \$113,688.00

Parks Director Marty Kosobucki reported that the surfacing will be completed before May 17 and that the funds for this project were budgeted for in 2018.

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

9. Recommendation from the Board of Park Commissioners to Accept the Donation of a Dog Waste Can at the Old Bridge Approach Green Space.

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

10. Recommendation from the Board of Park Commissioners to Approve \$500 Donation from De Pere Optimist Club for Summer Day Camp T-Shirts

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

11. Recommendation from the Board of Public Works to Award of Contract for Project 18-04 Main and Lawrence Roundabout Construction to Triple P, Inc. dba Peters Concrete Company in the amount of \$1,845,668.10.

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

12. Recommendation from Plan Commission to approve the proposed 15 Lot Final Plat of "Southbridge Estates First Addition" at 1700 BLK Bridge Port Lane (Parcel WD-L183-5). Submitted by Jim Boyea, Best Built INC.

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

13. Recommendation from Plan Commission to approve a Proposed Extraterritorial Two Lot Certified Survey Map at 1445 Viking Lane in the Town of Ledgeview (Parcel D-77). Submitted by Richard A. Huxford, PLS.

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

14. Ordinance #18-06, Amending Section 9-1 De Pere Municipal Code (Non-Discrimination in Housing, Public Accommodation and Employment) by Incorporating Statutory Language Pertaining to Public Accommodations (second reading required)

Alderperson Lueck inquired about changes to the ordinance when state statute changes; City Attorney Judy Schmidt-Lehman explained that the ordinance is written to include changes but that the law department works annually to identify ordinances with outdated statute information. Discussion followed regarding definitions.

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

15. Ordinance #18-08 Amending §150-22 and Schedule G Thereto, De Pere Municipal Code, Regarding Traffic Regulations

City Attorney Judy Schmidt-Lehman explained the handicap parking section; state statute determines who can park in and use the handicap parking areas.

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

16. Resolution #18-16 Authorizing Second Amendment to License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC.

Parks Director Mary Kosobucki explained that the trailer will be parked there for the duration of the boat's season on a daily basis.

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

17. Resolution #18-17 Supporting the Village of Ashwaubenon's Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant for Bicycle and Pedestrian Improvements on West Main Avenue

Public Works Director Scott Thoresen explained that the improvements will consist of bike lanes and sidewalks.

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

18. Resolution #18-18 Authorizing Agreement for Consulting Services Between the City of De Pere and Duncan Associates (Zoning Code Rewrite).

Development Services Director Kim Flom shared funding sources for the zoning code rewrite. Discussion followed regarding Municode and the ability to use a graphic-rich code with their software.

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

19. Resolution #18-19 Regarding the Vacation of a Public Thoroughfare (Walkway Easement from Quinnette Lane to Merrill Street, Adjacent to Parcels ED-1129-Q-32 & ED-1129-Q-31) (Refer to Public Hearing)

Alderperson Raasch moved, seconded by Alderperson Boyd to refer the vacation to a public hearing. Upon vote, motion carried unanimously.

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

20. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Temporary Operator License Applications #1-3. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Hansen to approve Operator License Applications #1-9. Upon vote, motion carried unanimously.

21. Voucher Approval.

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

22. Future Agenda Items.

Alderperson Hansen requested that allowing overnight parking in the summer be revisited by the Traffic and Safety Committee.

23. City Administrator Annual Performance Appraisal.

Alderson Crevier moved, seconded by Alderson Nelson to close the meeting at 8:28 p.m. Upon roll call vote, motion carried unanimously.

Alderson Nelson moved, seconded by Alderson Crevier to open the meeting. Upon roll call vote, motion carried unanimously. Alderson Nelson moved, seconded by Alderson Crevier to increase the City Administrator's salary by 5.56%. Upon vote, motion carried unanimously.

24. Adjournment. Alderson Carpenter moved, seconded by Alderson Hansen to adjourn the meeting at 9:51 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018
DEPARTMENT: Planning
FROM: Kimberly Flom
SUBJECT: Strategic Visioning & Branding Initiative - Project Update

The sparac team will provide a presentation on the status of the Strategic Visioning & Branding Initiative.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. in the Amount of \$2,879,700.15.

The Board of Public Works at the March 12, 2018 meeting approved the bid from Jossart Brothers, Inc. for \$2,879,700.15 for Project 18-01 Sewer and Water Relay and Street resurfacing.

The Engineering Department received bids on Project 18-01 Sewer and Water Relay and Street Resurfacing on March 2, 2018. This project involves relaying of storm sewer and water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the streets will be milled and resurfaced. Portions of the proposed work are to be completed as part of the Pelican Landing development at Parcel ED-1128-E-8 and as part of the construction of the Southbridge Estates First Addition Subdivision. The bids received are as follows:

Contractor	Amount
Jossart Brothers, Inc.	\$2,879,700.15
Dorner, Inc.	\$2,881,760.85
Feaker & Sons Co., Inc.	\$2,923,957.65
PTS Contractors, Inc.	\$3,508,801.50
De Groot, Inc.	\$3,640,176.84

The budgeted amount from the capital improvement budget is \$2,902,000. Funding will \$900,000 from the general obligation debt, \$368,000 from the sewage revenue fund, \$985,000 from the water utility fund, and \$240,000 from the storm water utility fund. An additional \$51,700 will be funded as part of the Pelican Landing development and another \$356,500 as part of the Southbridge Estates First Addition Subdivision. Staff's recommendation is to accept the bid from Jossart Brothers, Inc. for \$2,879,700.15

ATTACHMENTS:

- 18-01 Bid Tab(PDF)



**PROJECT 18-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				JOSSART BROTHERS, INC.		DORNER, INC.		FEAKER & SONS CO., INC.		PTS CONTRACTORS, INC.		DE GROOT, INC.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Provide 15" PVC Sanitary Sewer (Natural Backfill)	LF	470	\$ 56.00	\$ 26,320.00	\$ 51.00	\$ 23,970.00	\$ 56.00	\$ 26,320.00	\$ 62.00	\$ 29,140.00	\$ 75.14	\$ 35,315.8
SS-02	Remove and Relay 15" PVC Sanitary Sewer (Natural Backfill)	LF	330	\$ 57.00	\$ 18,810.00	\$ 64.00	\$ 21,120.00	\$ 57.00	\$ 18,810.00	\$ 67.00	\$ 22,110.00	\$ 54.67	\$ 18,041.1
SS-03	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	360	\$ 70.00	\$ 25,200.00	\$ 77.00	\$ 27,720.00	\$ 72.00	\$ 25,920.00	\$ 89.00	\$ 32,040.00	\$ 68.80	\$ 24,768.0
SS-04	Provide 8" PVC Sanitary Sewer (Granular Backfill) (Bridge Port Circle)	LF	750	\$ 62.00	\$ 46,500.00	\$ 59.00	\$ 44,250.00	\$ 70.00	\$ 52,500.00	\$ 104.00	\$ 78,000.00	\$ 83.83	\$ 62,872.5
SS-05	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	3,960	\$ 67.00	\$ 265,320.00	\$ 70.00	\$ 277,200.00	\$ 83.00	\$ 328,680.00	\$ 120.00	\$ 475,200.00	\$ 78.48	\$ 310,780.8
SS-06	Provide 8" PVC Sanitary Sewer Lateral	LF	20	\$ 70.00	\$ 1,400.00	\$ 100.00	\$ 2,000.00	\$ 65.00	\$ 1,300.00	\$ 117.00	\$ 2,340.00	\$ 95.75	\$ 1,915.0
SS-07	Provide 6" PVC Sanitary Sewer Lateral	LF	10	\$ 67.00	\$ 670.00	\$ 100.00	\$ 1,000.00	\$ 64.00	\$ 640.00	\$ 114.00	\$ 1,140.00	\$ 75.75	\$ 757.5
SS-08	Provide 4" PVC Sanitary Sewer Lateral	LF	30	\$ 66.00	\$ 1,980.00	\$ 100.00	\$ 3,000.00	\$ 55.00	\$ 1,650.00	\$ 110.00	\$ 3,300.00	\$ 70.70	\$ 2,121.0
SS-09	Provide 4" PVC Sanitary Sewer Lateral (Bridge Port Circle)	LF	430	\$ 48.00	\$ 20,640.00	\$ 36.00	\$ 15,480.00	\$ 48.00	\$ 20,640.00	\$ 113.00	\$ 48,590.00	\$ 57.01	\$ 24,514.3
SS-10	Provide 15"x6" or 15"x4" Sanitary Wye	EA	1	\$ 375.00	\$ 375.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 375.00	\$ 375.00	\$ 565.60	\$ 565.6
SS-11	Provide 8"x 6" or 8"x4" Sanitary Wye	EA	13	\$ 400.00	\$ 5,200.00	\$ 500.00	\$ 6,500.00	\$ 520.00	\$ 6,760.00	\$ 135.00	\$ 1,755.00	\$ 596.91	\$ 7,759.8
SS-12	Provide 8"x4" Sanitary Wye (Bridge Port Circle)	EA	14	\$ 75.00	\$ 1,050.00	\$ 65.00	\$ 910.00	\$ 75.00	\$ 1,050.00	\$ 98.00	\$ 1,372.00	\$ 258.06	\$ 3,612.8
SS-13	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	100	\$ 150.00	\$ 15,000.00	\$ 500.00	\$ 50,000.00	\$ 500.00	\$ 50,000.00	\$ 200.00	\$ 20,000.00	\$ 1,994.44	\$ 199,444.0
SS-14	Provide 4' Diameter Sanitary Sewer Manhole (Huron, Erie, Fulton, Franklin Backyard)	VF	7	\$ 515.00	\$ 3,605.00	\$ 550.00	\$ 3,850.00	\$ 450.00	\$ 3,150.00	\$ 565.00	\$ 3,955.00	\$ 722.52	\$ 5,057.6
SS-15	Provide 4' Diameter Sanitary Sewer Manhole (Bridge Port Circle)	VF	65	\$ 265.00	\$ 17,225.00	\$ 225.00	\$ 14,625.00	\$ 200.00	\$ 13,000.00	\$ 275.00	\$ 17,875.00	\$ 398.68	\$ 25,914.2
SS-16	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	55	\$ 285.00	\$ 15,675.00	\$ 475.00	\$ 26,125.00	\$ 400.00	\$ 22,000.00	\$ 280.00	\$ 15,400.00	\$ 346.26	\$ 19,044.3
SS-17	Provide Sanitary Sewer Risers	LF	40	\$ 40.00	\$ 1,600.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 125.00	\$ 5,000.00	\$ 151.50	\$ 6,060.0
SS-18	Provide Sanitary Sewer Risers (Bridge Port Circle)	LF	50	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 125.00	\$ 6,250.00	\$ 126.25	\$ 6,312.5
SS-19	Core Drill Sanitary Sewer Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,150.00	\$ 1,150.00	\$ 2,415.00	\$ 2,415.00	\$ 5,050.00	\$ 5,050.0
SS-20	Connect to Existing Sanitary Sewer Pipe	EA	8	\$ 1,000.00	\$ 8,000.00	\$ 1,800.00	\$ 14,400.00	\$ 350.00	\$ 2,800.00	\$ 515.00	\$ 4,120.00	\$ 1,262.00	\$ 10,096.0
SS-21	Connect to Existing Sanitary Sewer Pipe (Bridge Port Circle)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 100.00	\$ 100.00	\$ 455.00	\$ 455.00	\$ 1,767.50	\$ 1,767.5
SS-22	Connect to Existing Sanitary Sewer Manhole	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,150.00	\$ 1,150.00	\$ 1,965.00	\$ 1,965.00	\$ 2,020.00	\$ 2,020.0
SS-23	Abandon/Remove Existing Sanitary Sewer Appurtenances	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 10,250.00	\$ 10,250.00	\$ 4,545.00	\$ 4,545.0
SS-24	Bulkhead Stub in Manhole	EA	1	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 3,025.00	\$ 3,025.00	\$ 757.50	\$ 757.5
SS-25	Sanitary Sewer Dig Down and Repair Offset Joint	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00	\$ 2,750.00	\$ 5,500.00	\$ 4,650.00	\$ 9,300.00	\$ 3,535.00	\$ 7,070.0
SS-26	Retrofit Sanitary Sewer Inside Drop	EA	1	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 1,915.00	\$ 1,915.00	\$ 757.50	\$ 757.5
STORM SEWER													
ST-01	Provide 15" PVC or RCP (Class III) Storm Sewer (Granular Backfill) (Bridge Port Circle)	LF	15	\$ 48.00	\$ 720.00	\$ 50.00	\$ 750.00	\$ 45.00	\$ 675.00	\$ 78.00	\$ 1,170.00	\$ 72.27	\$ 1,084.0
ST-02	Remove and Relay 15" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	65	\$ 55.00	\$ 3,575.00	\$ 62.00	\$ 4,030.00	\$ 58.00	\$ 3,770.00	\$ 85.00	\$ 5,525.00	\$ 63.08	\$ 4,100.2
ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	1,280	\$ 50.00	\$ 64,000.00	\$ 50.00	\$ 64,000.00	\$ 45.00	\$ 57,600.00	\$ 65.00	\$ 83,200.00	\$ 61.46	\$ 78,668.8
ST-04	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill) (Bridge Port Circle)	LF	410	\$ 42.00	\$ 17,220.00	\$ 32.00	\$ 13,120.00	\$ 38.00	\$ 15,580.00	\$ 64.00	\$ 26,240.00	\$ 43.10	\$ 17,671.0
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill) (Bridgeport Circle)	LF	30	\$ 28.00	\$ 840.00	\$ 26.00	\$ 780.00	\$ 28.00	\$ 840.00	\$ 64.00	\$ 1,920.00	\$ 30.30	\$ 909.0
ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	130	\$ 51.00	\$ 6,630.00	\$ 50.00	\$ 6,500.00	\$ 56.00	\$ 7,280.00	\$ 80.00	\$ 10,400.00	\$ 65.94	\$ 8,572.2
ST-07	Provide 8" PVC Storm Sewer (Bridge Port Circle) (Granular Backfill)	LF	310	\$ 36.00	\$ 11,160.00	\$ 26.00	\$ 8,060.00	\$ 37.00	\$ 11,470.00	\$ 62.00	\$ 19,220.00	\$ 46.68	\$ 14,470.8
ST-08	Provide 6" PVC Storm Sewer Lateral	LF	1,050	\$ 34.00	\$ 35,700.00	\$ 32.00	\$ 33,600.00	\$ 43.00	\$ 45,150.00	\$ 51.00	\$ 53,550.00	\$ 44.42	\$ 46,641.0
ST-09	Provide 6" PVC Storm Sewer Lateral (Bridge Port Circle)	LF	500	\$ 29.00	\$ 14,500.00	\$ 21.00	\$ 10,500.00	\$ 30.00	\$ 15,000.00	\$ 51.00	\$ 25,500.00	\$ 44.19	\$ 22,095.0
ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	30	\$ 165.00	\$ 4,950.00	\$ 175.00	\$ 5,250.00	\$ 250.00	\$ 7,500.00	\$ 190.00	\$ 5,700.00	\$ 407.36	\$ 12,220.8
ST-11	Provide 12"x6" Storm Branch or Inserta Tee (Bridge Port Circle)	EA	4	\$ 165.00	\$ 660.00	\$ 150.00	\$ 600.00	\$ 250.00	\$ 1,000.00	\$ 245.00	\$ 980.00	\$ 407.03	\$ 1,628.1
ST-12	Provide 8"x6" Storm Branch or Inserta Tee (Bridge Port Circle)	EA	3	\$ 80.00	\$ 240.00	\$ 80.00	\$ 240.00	\$ 125.00	\$ 375.00	\$ 145.00	\$ 435.00	\$ 321.18	\$ 963.5
ST-13	Provide 4' Diameter Storm Manhole	VF	30	\$ 507.00	\$ 15,210.00	\$ 355.00	\$ 10,650.00	\$ 400.00	\$ 12,000.00	\$ 355.00	\$ 10,650.00	\$ 705.22	\$ 21,156.6
ST-14	Provide 4' Diameter Storm Manhole (Bridge Port Circle)	VF	30	\$ 410.00	\$ 12,300.00	\$ 300.00	\$ 9,000.00	\$ 380.00	\$ 11,400.00	\$ 335.00	\$ 10,050.00	\$ 668.02	\$ 20,040.6
ST-15	Provide 4' Diameter Storm Manhole (Construct Over Existing – Doghouse) (Bridge Port Circle)	EA	1	\$ 2,250.00	\$ 2,250.00	\$ 2,200.00	\$ 2,200.00	\$ 2,800.00	\$ 2,800.00	\$ 4,175.00	\$ 4,175.00	\$ 3,883.28	\$ 3,883.2
ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	10	\$ 450.00	\$ 4,500.00	\$ 415.00	\$ 4,150.00	\$ 450.00	\$ 4,500.00	\$ 305.00	\$ 3,050.00	\$ 701.30	\$ 7,013.0
ST-17	Provide Type B Inlet	EA	4	\$ 1,650.00	\$ 6,600.00	\$ 1,700.00	\$ 6,800.00	\$ 1,820.00	\$ 7,280.00	\$ 1,360.00	\$ 5,440.00	\$ 2,039.56	\$ 8,158.2
ST-18	Provide Type B Inlet (Bridge Port Circle)	EA	6	\$ 1,650.00	\$ 9,900.00	\$ 1,500.00	\$ 9,000.00	\$ 1,820.00	\$ 10,920.00	\$ 1,360.00	\$ 8,160.00	\$ 1,902.19	\$ 11,413.1
ST-19	Remove and Replace Type B Inlet	EA	4	\$ 1,750.00	\$ 7,000.00	\$ 1,700.00	\$ 6,800.00	\$ 2,000.00	\$ 8,000.00	\$ 1,495.00	\$ 5,980.00	\$ 2,079.39	\$ 8,317.5

Attachment: 18-01 Bid Tab (6785 : Recommendation of BOPW to Award Contract for Project 18-01 Sewer



**PROJECT 18-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				JOSSART BROTHERS, INC.		DORNER, INC.		FEAKER & SONS CO., INC.		PTS CONTRACTORS, INC.		DE GROOT, INC.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
ST-20	Remove Storm Sewer Manhole	EA	1	\$ 400.00	\$ 400.00	\$ 225.00	\$ 225.00	\$ 470.00	\$ 470.00	\$ 425.00	\$ 425.00	\$ 353.50	\$ 353.50
ST-21	Reconnect to Existing Structure and/or Existing Pipe	EA	6	\$ 750.00	\$ 4,500.00	\$ 500.00	\$ 3,000.00	\$ 450.00	\$ 2,700.00	\$ 465.00	\$ 2,790.00	\$ 1,010.00	\$ 6,060.00
ST-22	Reconnect to Existing Structure and/or Existing Pipe (Bridge Port Circle)	EA	2	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00	\$ 465.00	\$ 930.00	\$ 757.50	\$ 1,515.00
ST-23	Core Drill Manhole (Bridge Port Circle)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 605.00	\$ 605.00	\$ 1,515.00	\$ 1,515.00
ST-24	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,645.00	\$ 6,645.00	\$ 3,535.00	\$ 3,535.00
WATERMAIN													
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	1,950	\$ 96.00	\$ 187,200.00	\$ 110.00	\$ 214,500.00	\$ 84.00	\$ 163,800.00	\$ 105.00	\$ 204,750.00	\$ 125.70	\$ 245,115.00
W-02	Provide 12" PVC Water Main (Granular Backfill)	LF	50	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 110.00	\$ 5,500.00	\$ 130.00	\$ 6,500.00	\$ 70.69	\$ 3,534.50
W-03	Provide 10" PVC Water Main (Granular Backfill)	LF	50	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 105.00	\$ 5,250.00	\$ 115.00	\$ 5,750.00	\$ 78.65	\$ 3,932.50
W-04	Provide 8" PVC Water Main (Granular Backfill)	LF	5,300	\$ 61.00	\$ 323,300.00	\$ 55.00	\$ 291,500.00	\$ 60.00	\$ 318,000.00	\$ 72.00	\$ 381,600.00	\$ 79.80	\$ 422,940.00
W-05	Provide 8" PVC Water Main (Granular Backfill) (Bridge Port Circle)	LF	60	\$ 48.00	\$ 2,880.00	\$ 41.00	\$ 2,460.00	\$ 45.00	\$ 2,700.00	\$ 105.00	\$ 6,300.00	\$ 77.90	\$ 4,674.00
W-06	Provide 8" PVC Water Main (Natural Backfill)	LF	360	\$ 34.00	\$ 12,240.00	\$ 31.00	\$ 11,160.00	\$ 32.88	\$ 11,836.80	\$ 42.00	\$ 15,120.00	\$ 42.02	\$ 15,127.20
W-07	Provide 8" PVC Water Main (Natural Backfill) (Bridge Port Circle)	LF	800	\$ 27.00	\$ 21,600.00	\$ 27.00	\$ 21,600.00	\$ 31.00	\$ 24,800.00	\$ 42.00	\$ 33,600.00	\$ 37.79	\$ 30,232.00
W-08	Provide 8" PVC Water Main Open Cut or Directional Drill (Twilight Drive)	LF	320	\$ 74.00	\$ 23,680.00	\$ 80.00	\$ 25,600.00	\$ 71.00	\$ 22,720.00	\$ 145.00	\$ 46,400.00	\$ 116.09	\$ 37,148.80
W-09	Provide 2" HDPE Water Service	LF	100	\$ 55.00	\$ 5,500.00	\$ 56.00	\$ 5,600.00	\$ 56.00	\$ 5,600.00	\$ 94.00	\$ 9,400.00	\$ 44.25	\$ 4,425.00
W-10	Provide 2" Corporation and Curb Stop	EA	8	\$ 950.00	\$ 7,600.00	\$ 1,500.00	\$ 12,000.00	\$ 950.00	\$ 7,600.00	\$ 1,135.00	\$ 9,080.00	\$ 1,289.27	\$ 10,314.10
W-11	Provide 1" HDPE Water Service	LF	5,200	\$ 53.00	\$ 275,600.00	\$ 45.00	\$ 234,000.00	\$ 47.00	\$ 244,400.00	\$ 58.00	\$ 301,600.00	\$ 56.42	\$ 293,384.00
W-12	Provide 1" HDPE Water Service (Bridge Port Circle)	LF	510	\$ 27.00	\$ 13,770.00	\$ 20.00	\$ 10,200.00	\$ 31.00	\$ 15,810.00	\$ 58.00	\$ 29,580.00	\$ 43.73	\$ 22,302.30
W-13	Provide 1" Corporation and Curb Stop	EA	160	\$ 380.00	\$ 60,800.00	\$ 500.00	\$ 80,000.00	\$ 430.00	\$ 68,800.00	\$ 515.00	\$ 82,400.00	\$ 839.51	\$ 134,321.60
W-14	Provide 1" Corporation and Curb Stop (Bridge Port Circle)	EA	14	\$ 360.00	\$ 5,040.00	\$ 350.00	\$ 4,900.00	\$ 325.00	\$ 4,550.00	\$ 495.00	\$ 6,930.00	\$ 771.93	\$ 10,807.00
W-15	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	11	\$ 600.00	\$ 6,600.00	\$ 1,100.00	\$ 12,100.00	\$ 575.00	\$ 6,325.00	\$ 1,050.00	\$ 11,550.00	\$ 1,919.00	\$ 21,109.00
W-16	Provide 2" Corporation with Plug/Saddle with 2" HDPE (Bridge Port Circle)	EA	2	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 525.00	\$ 1,050.00	\$ 1,050.00	\$ 2,100.00	\$ 1,859.41	\$ 3,718.80
W-17	Provide 16" Butterfly Valve	EA	7	\$ 3,150.00	\$ 22,050.00	\$ 3,000.00	\$ 21,000.00	\$ 2,900.00	\$ 20,300.00	\$ 2,950.00	\$ 20,650.00	\$ 3,289.71	\$ 23,027.90
W-18	Provide 12" Gate Valve	EA	3	\$ 2,950.00	\$ 8,850.00	\$ 2,750.00	\$ 8,250.00	\$ 2,625.00	\$ 7,875.00	\$ 2,665.00	\$ 7,995.00	\$ 3,046.84	\$ 9,140.50
W-19	Provide 10" Gate Valve	EA	3	\$ 2,450.00	\$ 7,350.00	\$ 2,300.00	\$ 6,900.00	\$ 2,170.00	\$ 6,510.00	\$ 2,225.00	\$ 6,675.00	\$ 2,508.84	\$ 7,526.50
W-20	Provide 8" Gate Valve	EA	16	\$ 1,700.00	\$ 27,200.00	\$ 1,600.00	\$ 25,600.00	\$ 1,635.00	\$ 26,160.00	\$ 1,540.00	\$ 24,640.00	\$ 1,836.94	\$ 29,391.00
W-21	Provide 8" Gate Valve (Bridge Port Circle)	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,550.00	\$ 1,550.00	\$ 1,635.00	\$ 1,635.00	\$ 1,540.00	\$ 1,540.00	\$ 1,785.68	\$ 1,785.60
W-22	Provide 6" Gate Valve	EA	11	\$ 1,225.00	\$ 13,475.00	\$ 1,200.00	\$ 13,200.00	\$ 1,225.00	\$ 13,475.00	\$ 1,125.00	\$ 12,375.00	\$ 1,379.66	\$ 15,176.20
W-23	Provide Connection to Existing Water Main	EA	23	\$ 1,500.00	\$ 34,500.00	\$ 1,500.00	\$ 34,500.00	\$ 1,760.00	\$ 40,480.00	\$ 1,785.00	\$ 41,055.00	\$ 2,503.04	\$ 57,569.90
W-24	Provide Connection to Existing Water Main (Bridge Port Circle)	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,475.00	\$ 2,950.00	\$ 2,286.64	\$ 4,573.20
W-25	Provide Connection to Existing Water Main (10"x8") Tapping Tee and Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,390.00	\$ 4,390.00	\$ 5,725.00	\$ 5,725.00	\$ 4,747.00	\$ 4,747.00
W-26	Provide Hydrant (7.0' Bury)	EA	4	\$ 3,600.00	\$ 14,400.00	\$ 3,600.00	\$ 14,400.00	\$ 3,525.00	\$ 14,100.00	\$ 3,870.00	\$ 15,480.00	\$ 3,877.39	\$ 15,509.50
W-27	Provide Hydrant (6.5' Bury)	EA	12	\$ 3,550.00	\$ 42,600.00	\$ 3,570.00	\$ 42,840.00	\$ 3,500.00	\$ 42,000.00	\$ 3,810.00	\$ 45,720.00	\$ 3,770.66	\$ 45,247.90
W-28	Provide Hydrant (6.5' Bury) (Bridge Port Circle)	EA	1	\$ 3,550.00	\$ 3,550.00	\$ 3,400.00	\$ 3,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,810.00	\$ 3,810.00	\$ 3,669.33	\$ 3,669.30
W-29	Provide 6" PVC Water Main or Hydrant Leads	LF	270	\$ 60.00	\$ 16,200.00	\$ 65.00	\$ 17,550.00	\$ 54.00	\$ 14,580.00	\$ 75.00	\$ 20,250.00	\$ 53.94	\$ 14,563.80
W-30	Provide 6" PVC Hydrant Leads (Bridge Port Circle)	LF	5	\$ 30.00	\$ 150.00	\$ 36.00	\$ 180.00	\$ 30.00	\$ 150.00	\$ 72.00	\$ 360.00	\$ 50.70	\$ 253.50
W-31	Provide Water Main Offset	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 3,500.00	\$ 14,000.00	\$ 2,900.00	\$ 11,600.00	\$ 6,825.00	\$ 27,300.00	\$ 5,940.06	\$ 23,760.20
W-32	Abandon/Remove Water Main and Appurtenances	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 10,000.00	\$ 10,000.00	\$ 22,400.00	\$ 22,400.00	\$ 10,500.00	\$ 10,500.00	\$ 14,140.00	\$ 14,140.00
W-33	Reuse Saddle and Corporation as Air Release Point	EA	1	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 1,400.00	\$ 1,400.00	\$ 605.00	\$ 605.00	\$ 1,515.00	\$ 1,515.00
STREET AND DRAINAGE													
SD-01	Unclassified Excavation (Fairview Avenue)	CY	50	\$ 27.82	\$ 1,391.00	\$ 27.03	\$ 1,351.50	\$ 17.10	\$ 855.00	\$ 35.50	\$ 1,775.00	\$ 25.25	\$ 1,262.50
SD-02	Unclassified Excavation (Bridge Port Circle)	CY	1,715	\$ 7.88	\$ 13,514.20	\$ 7.65	\$ 13,119.75	\$ 10.30	\$ 17,664.50	\$ 15.50	\$ 26,582.50	\$ 13.87	\$ 23,787.00
SD-03	Provide Unclassified Excavation at Slip Formed Curb and Gutter (Fairview Avenue)	CY	95	\$ 27.82	\$ 2,642.90	\$ 27.03	\$ 2,567.85	\$ 17.10	\$ 1,624.50	\$ 16.00	\$ 1,520.00	\$ 30.30	\$ 2,878.50
SD-04	Mill Asphaltic Concrete Pavement	SY	39,020	\$ 1.78	\$ 69,455.60	\$ 1.73	\$ 67,504.60	\$ 1.75	\$ 68,285.00	\$ 1.75	\$ 68,285.00	\$ 1.81	\$ 70,626.20
SD-05	Provide 1 1/4" Crushed Aggregate Base Course	TON	90	\$ 13.65	\$ 1,228.50	\$ 13.26	\$ 1,193.40	\$ 13.00	\$ 1,170.00	\$ 16.25	\$ 1,462.50	\$ 15.64	\$ 1,407.60
SD-06	Provide 1 1/4" Crushed Aggregate Base Course for Slip Form Curb and Gutter (Fairview Avenue)	TON	190	\$ 15.75	\$ 2,992.50	\$ 15.30	\$ 2,907.00	\$ 18.60	\$ 3,534.00	\$ 16.25	\$ 3,087.50	\$ 17.66	\$ 3,355.40
SD-07	Provide 1 1/4" Crushed Aggregate Base Course (Bridgeport Circle)	TON	2,750	\$ 13.65	\$ 37,537.50	\$ 13.26	\$ 36,465.00	\$ 11.50	\$ 31,625.00	\$ 13.50	\$ 37,125.00	\$ 12.61	\$ 34,677.50

Attachment: 18-01 Bid Tab (6785 : Recommendation of BOPW to Award Contract for Project 18-01 Sewer



**PROJECT 18-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				JOSSART BROTHERS, INC.		DORNER, INC.		FEAKER & SONS CO., INC.		PTS CONTRACTORS, INC.		DE GROOT, INC.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, Upper Layer	TON	5,050	\$ 62.30	\$ 314,615.00	\$ 60.54	\$ 305,727.00	\$ 60.55	\$ 305,777.50	\$ 60.00	\$ 303,000.00	\$ 62.94	\$ 317,847.0
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer	TON	1,700	\$ 67.50	\$ 114,750.00	\$ 65.59	\$ 111,503.00	\$ 65.60	\$ 111,520.00	\$ 65.00	\$ 110,500.00	\$ 68.20	\$ 115,940.0
SD-10	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, Lower Layer (Bridge Port Circle)	TON	360	\$ 59.85	\$ 21,546.00	\$ 58.14	\$ 20,930.40	\$ 58.15	\$ 20,934.00	\$ 58.00	\$ 20,880.00	\$ 60.45	\$ 21,762.0
SD-11	Provide Small Asphalt Patch Type 4 LT 58-28 S, Upper Layer	SY	25	\$ 31.23	\$ 780.75	\$ 30.35	\$ 758.75	\$ 30.35	\$ 758.75	\$ 30.00	\$ 750.00	\$ 31.55	\$ 788.7
SD-12	Remove and Replace 24" Concrete Curb and Gutter	LF	3,250	\$ 38.00	\$ 123,500.00	\$ 29.84	\$ 96,980.00	\$ 35.70	\$ 116,025.00	\$ 40.00	\$ 130,000.00	\$ 32.46	\$ 105,495.0
SD-13	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	2,000	\$ 15.00	\$ 30,000.00	\$ 14.69	\$ 29,380.00	\$ 17.00	\$ 34,000.00	\$ 14.75	\$ 29,500.00	\$ 14.70	\$ 29,400.0
SD-14	Provide 24" Concrete Curb and Gutter (Slip Form) (Bridge Port Circle)	LF	2,000	\$ 13.55	\$ 27,100.00	\$ 13.16	\$ 26,320.00	\$ 13.16	\$ 26,320.00	\$ 12.50	\$ 25,000.00	\$ 13.69	\$ 27,380.0
SD-15	Remove and Replace 4" Concrete Sidewalk	SY	1,150	\$ 47.00	\$ 54,050.00	\$ 54.37	\$ 62,525.50	\$ 45.20	\$ 51,980.00	\$ 60.00	\$ 69,000.00	\$ 51.30	\$ 58,995.0
SD-16	Remove and Replace 6" Concrete Sidewalk, Ramp, or Driveway	SY	700	\$ 57.00	\$ 39,900.00	\$ 61.15	\$ 42,805.00	\$ 52.00	\$ 36,400.00	\$ 61.00	\$ 42,700.00	\$ 58.35	\$ 40,845.0
SD-17	Provide 4" Concrete Surface Drain Flume	SY	5	\$ 120.00	\$ 600.00	\$ 131.00	\$ 655.00	\$ 120.00	\$ 600.00	\$ 96.00	\$ 480.00	\$ 147.21	\$ 736.0
SD-18	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	10,800	\$ 1.62	\$ 17,496.00	\$ 1.58	\$ 17,064.00	\$ 1.58	\$ 17,064.00	\$ 0.75	\$ 8,100.00	\$ 1.65	\$ 17,820.0
SD-19	Provide #4 Reinforcement Bars for Curb and Sidewalk (Bridge Port Circle)	LF	560	\$ 1.62	\$ 907.20	\$ 1.58	\$ 884.80	\$ 1.58	\$ 884.80	\$ 0.75	\$ 420.00	\$ 1.65	\$ 924.0
SD-20	Drilled Tie Bars (Existing Sidewalk, Curb, and Gutter)	EA	1,450	\$ 4.20	\$ 6,090.00	\$ 4.08	\$ 5,916.00	\$ 4.08	\$ 5,916.00	\$ 7.25	\$ 10,512.50	\$ 4.24	\$ 6,148.0
SD-21	Drilled Tie Bars (Existing Sidewalk, Curb, and Gutter)(Bridge Port Circle)	EA	10	\$ 4.20	\$ 42.00	\$ 4.08	\$ 40.80	\$ 4.08	\$ 40.80	\$ 7.25	\$ 72.50	\$ 4.24	\$ 42.4
SD-22	Provide Detectable Warning Field (Natural)	EA	3	\$ 245.00	\$ 735.00	\$ 235.00	\$ 705.00	\$ 235.00	\$ 705.00	\$ 305.00	\$ 915.00	\$ 243.92	\$ 731.7
SD-23	Salvage and Reset Brick Pavers	SF	50	\$ 30.00	\$ 1,500.00	\$ 25.19	\$ 1,259.50	\$ 25.50	\$ 1,275.00	\$ 25.00	\$ 1,250.00	\$ 30.30	\$ 1,515.0
SD-24	Landscaping – Topsoil, Seed, Fertilizer and Mulch-No. 40 Seed Mix	SY	3,400	\$ 6.00	\$ 20,400.00	\$ 5.05	\$ 17,170.00	\$ 6.63	\$ 22,542.00	\$ 5.00	\$ 17,000.00	\$ 7.07	\$ 24,038.0
SD-25	Landscaping – Topsoil, Seed, Fertilizer and Mulch-No. 40 Seed Mix (Bridge Port Circle)	SY	7,000	\$ 2.50	\$ 17,500.00	\$ 5.05	\$ 35,350.00	\$ 1.98	\$ 13,860.00	\$ 5.00	\$ 35,000.00	\$ 4.04	\$ 28,280.0
SPECIAL CONSTRUCTION													
SC-01	Clearing and Grubbing (Fox River Trail Sewer Relay)	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 7,635.00	\$ 7,635.00	\$ 3,535.00	\$ 3,535.0
SC-02	Clearing and Grubbing (Bridge Port Circle)	LS	1	\$ 2,625.00	\$ 2,625.00	\$ 2,750.00	\$ 2,750.00	\$ 2,800.00	\$ 2,800.00	\$ 5,095.00	\$ 5,095.00	\$ 3,535.00	\$ 3,535.0
SC-03	Pipe Foundation Stabilization	CY	100	\$ 0.01	\$ 1.00	\$ 23.50	\$ 2,350.00	\$ 21.30	\$ 2,130.00	\$ 50.00	\$ 5,000.00	\$ 25.25	\$ 2,525.0
SC-04	Aggregate Slurry Backfill	CY	20	\$ 100.00	\$ 2,000.00	\$ 68.00	\$ 1,360.00	\$ 110.00	\$ 2,200.00	\$ 150.00	\$ 3,000.00	\$ 151.50	\$ 3,030.0
SC-05	Provide Silt Fence	LF	1,150	\$ 2.00	\$ 2,300.00	\$ 1.92	\$ 2,208.00	\$ 1.80	\$ 2,070.00	\$ 2.00	\$ 2,300.00	\$ 2.02	\$ 2,323.0
SC-06	Provide Silt Fence (Bridge Port Circle)	LF	1,200	\$ 2.00	\$ 2,400.00	\$ 1.92	\$ 2,304.00	\$ 1.80	\$ 2,160.00	\$ 2.00	\$ 2,400.00	\$ 2.02	\$ 2,424.0
SC-07	Inlet Protection Type B	EA	45	\$ 50.00	\$ 2,250.00	\$ 50.00	\$ 2,250.00	\$ 60.00	\$ 2,700.00	\$ 42.00	\$ 1,890.00	\$ 50.50	\$ 2,272.5
SC-08	Inlet Protection Type B (Bridge Port Circle)	EA	6	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00	\$ 60.00	\$ 360.00	\$ 42.00	\$ 252.00	\$ 50.50	\$ 303.0
SC-09	Tracking Pad	EA	3	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 905.00	\$ 2,715.00	\$ 1,010.00	\$ 3,030.0
SC-10	Adjust Inlet	EA	30	\$ 500.00	\$ 15,000.00	\$ 325.00	\$ 9,750.00	\$ 470.00	\$ 14,100.00	\$ 325.00	\$ 9,750.00	\$ 454.50	\$ 13,635.0
SC-11	Adjust Inlet Plus 1-Foot	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 550.00	\$ 550.00	\$ 815.00	\$ 815.00	\$ 656.50	\$ 656.5
SC-12	Adjust Manhole	EA	20	\$ 400.00	\$ 8,000.00	\$ 350.00	\$ 7,000.00	\$ 450.00	\$ 9,000.00	\$ 605.00	\$ 12,100.00	\$ 555.50	\$ 11,110.0
SC-13	Manhole Reconstruct	VF	25	\$ 500.00	\$ 12,500.00	\$ 350.00	\$ 8,750.00	\$ 450.00	\$ 11,250.00	\$ 235.00	\$ 5,875.00	\$ 622.31	\$ 15,557.7
SC-14	Poured in Place Bench	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 605.00	\$ 605.00	\$ 555.50	\$ 555.5
SC-15	Provide Light Rip Rap with Geotextile Fabric, Type HR	SY	4	\$ 75.00	\$ 300.00	\$ 65.00	\$ 260.00	\$ 75.00	\$ 300.00	\$ 60.00	\$ 240.00	\$ 35.35	\$ 141.4
SC-16	Polystyrene Insulation Board	LF	20	\$ 12.00	\$ 240.00	\$ 12.50	\$ 250.00	\$ 5.00	\$ 100.00	\$ 7.25	\$ 145.00	\$ 6.06	\$ 121.2
SC-17	Traffic Control (Detour Route Chicago Street)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 13,500.00	\$ 13,500.00	\$ 12,750.00	\$ 12,750.00	\$ 13,750.00	\$ 13,750.00	\$ 15,150.00	\$ 15,150.0
	TOTALS				\$ 2,879,700.15		\$ 2,881,760.85		\$ 2,923,957.65		\$ 3,508,801.50		\$ 3,640,176.8

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-02 Charles Street Reconstruction & Utility Relay to De Groot, Inc., in the Amount of \$1,861,071.65 Contingent on Green Bay Metropolitan Sewerage District's Award to De Groot, Inc.

The Board of Public Works, at the March 12, 2018 meeting, approved the bid from De Groot, Inc. for \$1,861,071.65 contingent on GBMSD's award to De Groot, Inc.

The Engineering Department received bids on Project 18-02 Charles Street Reconstruction and Utility Relay on March 1, 2018. The project consists of the reconstruction and utility relay on Charles Street due to deteriorated conditions. The bids received are as follows:

Contractor	Amount
De Groot, Inc.	\$1,861,071.65
Dorner, Inc.	\$1,971,288.30
Advance Construction	\$1,999,139.93
PTS Contractors, Inc.	\$2,106,070.80

This is a joint project between the City of De Pere and the Green Bay Metropolitan Sewerage District (GBMSD). The City is responsible for costs associated with the City owned sanitary sewer, water main, storm sewer and street cost. GBMSD is responsible for the interceptor sanitary sewer. The cost breakdown between the City and GBMSD is as follows:

- City – \$1,325,932.46
- GBMSD - \$535,139.19

The budgeted amount from the capital improvement budget for the City portions is \$1,395,000. Funding will be \$1,187,000 from the general obligation debt, \$50,000 from the sewage revenue fund, \$144,500 from the water utility fund, and \$13,500 from the Parks Department Capitol Improvement Fund.

ATTACHMENTS:

- Project 18-02 Bid Tab (PDF)

PROJECT 18-02 CHARLES STREET RECONSTRUCTION AND UTILITY**RELAY****BID TAB**

				BIDDER NO. 1 DE GROOT, INC.		BIDDER NO. 2 DORNER, INC.		BIDDER NO. 3 ADVANCE CONSTRUCTION		BIDDER NO. 4 PTS CONTRACTORS, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER - GBMSD											
SS-01	Bypass Pumping	LS	1	\$ 69,387.00	\$ 69,387.00	\$ 40,000.00	\$ 40,000.00	\$ 27,786.00	\$ 27,786.00	\$ 30,000.00	\$ 30,000.00
SS-02	Construction Staking GBMSD Sanitary Sewer & Manhole	LS	1	\$ 2,667.69	\$ 2,667.69	\$ 2,000.00	\$ 2,000.00	\$ 1,950.00	\$ 1,950.00	\$ 2,040.00	\$ 2,040.00
SS-03	Remove Existing Sanitary Manhole	EA	3	\$ 505.00	\$ 1,515.00	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00
SS-04	Abandon Existing Sanitary Manhole	EA	1	\$ 656.50	\$ 656.50	\$ 800.00	\$ 800.00	\$ 350.00	\$ 350.00	\$ 840.00	\$ 840.00
SS-05	Abandon Existing 18" Sanitary Sewer	LF	452	\$ 10.95	\$ 4,949.40	\$ 18.00	\$ 8,136.00	\$ 6.00	\$ 2,712.00	\$ 14.00	\$ 6,328.00
SS-06	Abandon Existing 21" Sanitary Sewer	LF	48	\$ 10.10	\$ 484.80	\$ 25.00	\$ 1,200.00	\$ 6.00	\$ 288.00	\$ 20.00	\$ 960.00
SS-07	Remove and Relay 24" PVC Sanitary Sewer	LF	2,102	\$ 110.13	\$ 231,493.26	\$ 150.00	\$ 315,300.00	\$ 143.00	\$ 300,586.00	\$ 165.00	\$ 346,830.00
SS-08	Provide 24" PVC Sanitary Sewer	LF	566	\$ 160.50	\$ 90,843.00	\$ 225.00	\$ 127,350.00	\$ 140.00	\$ 79,240.00	\$ 218.00	\$ 123,388.00
SS-09	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	113.36	\$ 614.28	\$ 69,634.78	\$ 633.00	\$ 71,756.88	\$ 613.00	\$ 69,489.68	\$ 580.00	\$ 65,748.80
SS-10	Provide 4' Diameter Sanitary Sewer Manhole (CSI-017)	VF	15.80	\$ 558.16	\$ 8,818.93	\$ 936.00	\$ 14,788.80	\$ 596.00	\$ 9,416.80	\$ 530.00	\$ 8,374.00
SS-11	Provide 6"x8' Rectangular Sanitary Manhole with 4' Diameter Reduced Riser and Outside Drop (CSI-018)	VF	21.75	\$ 1,254.26	\$ 27,280.16	\$ 2,000.00	\$ 43,500.00	\$ 1,320.00	\$ 28,710.00	\$ 2,000.00	\$ 43,500.00
SS-12	Connect to Existing Sanitary Manhole CSI-019	LS	1	\$ 11,854.68	\$ 11,854.68	\$ 12,000.00	\$ 12,000.00	\$ 8,740.00	\$ 8,740.00	\$ 9,300.00	\$ 9,300.00
SS-13	Sanitary Sewer Detour – Webster Avenue	LS	1	\$ 6,565.00	\$ 6,565.00	\$ 6,695.00	\$ 6,695.00	\$ 1,200.00	\$ 1,200.00	\$ 7,100.00	\$ 7,100.00
SS-14	Sanitary Sewer Temporary Trench Patch – Webster Avenue	LS	1	\$ 2,020.00	\$ 2,020.00	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00	\$ 4,400.00	\$ 4,400.00
SS-15	Sanitary Sewer Temporary Trench Patch- Erie Street	LS	1	\$ 1,010.00	\$ 1,010.00	\$ 1,500.00	\$ 1,500.00	\$ 850.00	\$ 850.00	\$ 3,600.00	\$ 3,600.00
SS-16	Sanitary Sewer Temporary Trench Patch – Ontario Street	LS	1	\$ 1,010.00	\$ 1,010.00	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 2,600.00	\$ 2,600.00
SS-17	Sanitary Sewer Trench Stabilization	LF	200	\$ 12.12	\$ 2,424.00	\$ 5.00	\$ 1,000.00	\$ 35.00	\$ 7,000.00	\$ 5.00	\$ 1,000.00
SS-18	Builder's Risk Insurance for GBMSD Sanitary Sewer Construction	LS	1	\$ 1,010.00	\$ 1,010.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
SS-19	Adjust Manhole (CSI-004)	LS	1	\$ 1,515.00	\$ 1,515.00	\$ 816.00	\$ 816.00	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00
SANITARY SEWER											
SAN-01	Provide 8" PVC Sanitary Sewer	LF	200	\$ 92.55	\$ 18,510.00	\$ 100.00	\$ 20,000.00	\$ 145.00	\$ 29,000.00	\$ 138.00	\$ 27,600.00
SAN-02	Provide 8" PVC Sanitary Sewer Lateral	LF	35	\$ 90.90	\$ 3,181.50	\$ 100.00	\$ 3,500.00	\$ 121.00	\$ 4,235.00	\$ 126.00	\$ 4,410.00
SAN-03	Provide 6" or 4" PVC Sanitary Sewer Lateral	LF	300	\$ 65.29	\$ 19,587.00	\$ 80.00	\$ 24,000.00	\$ 82.50	\$ 24,750.00	\$ 100.00	\$ 30,000.00
SAN-04	Provide Lateral Relay (6" or 4") and Connection to 30" Lined Pipe	EA	5	\$ 4,021.09	\$ 20,105.45	\$ 1,500.00	\$ 7,500.00	\$ 4,200.00	\$ 21,000.00	\$ 750.00	\$ 3,750.00
SAN-05	Provide 8"x6" or 8"x4" Sanitary Wye		1	\$ 505.00	\$ 505.00	\$ 152.00	\$ 152.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00
SAN-06	Provide 8" Inserta Tee	EA	1	\$ 893.85	\$ 893.85	\$ 508.00	\$ 508.00	\$ 435.00	\$ 435.00	\$ 530.00	\$ 530.00
SAN-07	Provide 6" or 4" Inserta Tee	EA	18	\$ 636.30	\$ 11,453.40	\$ 395.00	\$ 7,110.00	\$ 280.00	\$ 5,040.00	\$ 360.00	\$ 6,480.00
SAN-08	Capping Lateral at the Main	EA	1	\$ 1,515.00	\$ 1,515.00	\$ 998.00	\$ 998.00	\$ 800.00	\$ 800.00	\$ 130.00	\$ 130.00
SAN-09	Provide 6" or 4" Riser	LF	50	\$ 121.20	\$ 6,060.00	\$ 100.00	\$ 5,000.00	\$ 58.00	\$ 2,900.00	\$ 88.00	\$ 4,400.00
SAN-10	Provide 4' Diameter Sanitary Sewer Manhole	VF	52	\$ 368.98	\$ 19,186.96	\$ 269.00	\$ 13,988.00	\$ 175.00	\$ 9,100.00	\$ 310.00	\$ 16,120.00
SAN-11	Dig Down to Locate Sanitary Sewer	EA	4	\$ 1,262.50	\$ 5,050.00	\$ 397.00	\$ 1,588.00	\$ 650.00	\$ 2,600.00	\$ 765.00	\$ 3,060.00
STORM SEWER											
ST-01	Provide 30" PVC, RCP Class III, or PP Storm Sewer	LF	715	\$ 81.21	\$ 58,065.15	\$ 70.00	\$ 50,050.00	\$ 104.00	\$ 74,360.00	\$ 92.00	\$ 65,780.00
ST-02	Provide 24" PVC, RCP Class III, or PP Storm Sewer	LF	510	\$ 79.96	\$ 40,779.60	\$ 120.00	\$ 61,200.00	\$ 117.00	\$ 59,670.00	\$ 118.00	\$ 60,180.00
ST-03	Provide 21" PVC, RCP Class III, or PP Storm Sewer	LF	245	\$ 62.78	\$ 15,381.10	\$ 50.00	\$ 12,250.00	\$ 72.40	\$ 17,738.00	\$ 74.00	\$ 18,130.00
ST-04	Provide 18" PVC, RCP Class III, or PP Storm Sewer	LF	265	\$ 52.74	\$ 13,976.10	\$ 50.00	\$ 13,250.00	\$ 66.00	\$ 17,490.00	\$ 80.00	\$ 21,200.00
ST-05	Provide 15" PVC, RCP Class III, or PP Storm Sewer	LF	320	\$ 51.47	\$ 16,470.40	\$ 40.00	\$ 12,800.00	\$ 59.50	\$ 19,040.00	\$ 61.00	\$ 19,520.00
ST-06	Provide 12" PVC or RCP Class III	LF	950	\$ 52.76	\$ 50,122.00	\$ 40.00	\$ 38,000.00	\$ 59.00	\$ 56,050.00	\$ 67.00	\$ 63,650.00

PROJECT 18-02 CHARLES STREET RECONSTRUCTION AND UTILITY**RELAY****BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				DE GROOT, INC.		DORNER, INC.		ADVANCE CONSTRUCTION		PTS CONTRACTORS, INC.	
ST-07	Provide 8" PVC	LF	70	\$ 36.85	\$ 2,579.50	\$ 35.00	\$ 2,450.00	\$ 38.00	\$ 2,660.00	\$ 55.00	\$ 3,850.00
ST-08	Provide 8" PVC Storm Sewer Lateral	LF	70	\$ 40.40	\$ 2,828.00	\$ 35.00	\$ 2,450.00	\$ 38.00	\$ 2,660.00	\$ 55.00	\$ 3,850.00
ST-09	Provide 6" PVC Storm Sewer Lateral	LF	550	\$ 33.10	\$ 18,205.00	\$ 32.00	\$ 17,600.00	\$ 32.00	\$ 17,600.00	\$ 50.00	\$ 27,500.00
ST-10	Provide 30" x 8" Storm Sewer Branch or Inserta Tee	EA	2	\$ 489.35	\$ 978.70	\$ 335.00	\$ 670.00	\$ 484.00	\$ 968.00	\$ 345.00	\$ 690.00
ST-11	Provide 30" x 6" Storm Sewer Branch or Inserta Tee	EA	4	\$ 279.27	\$ 1,117.08	\$ 182.00	\$ 728.00	\$ 300.00	\$ 1,200.00	\$ 160.00	\$ 640.00
ST-12	Provide 24" x 6" Storm Sewer Branch or Inserta Tee	EA	5	\$ 306.03	\$ 1,530.15	\$ 182.00	\$ 910.00	\$ 300.00	\$ 1,500.00	\$ 160.00	\$ 800.00
ST-13	Provide 21" x 6" Storm Sewer Branch or Inserta Tee	EA	2	\$ 291.89	\$ 583.78	\$ 167.00	\$ 334.00	\$ 300.00	\$ 600.00	\$ 160.00	\$ 320.00
ST-14	Provide 18" x 6" Storm Sewer Branch or Inserta Tee	EA	2	\$ 291.89	\$ 583.78	\$ 167.00	\$ 334.00	\$ 289.00	\$ 578.00	\$ 160.00	\$ 320.00
ST-15	Provide 15"x 6" Storm Sewer Branch or Inserta Tee	EA	2	\$ 291.89	\$ 583.78	\$ 167.00	\$ 334.00	\$ 289.00	\$ 578.00	\$ 160.00	\$ 320.00
ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	\$ 309.06	\$ 618.12	\$ 186.00	\$ 372.00	\$ 300.00	\$ 600.00	\$ 160.00	\$ 320.00
ST-17	Provide 5' Diameter Storm Manhole	VF	45	\$ 676.39	\$ 30,437.55	\$ 546.00	\$ 24,570.00	\$ 519.00	\$ 23,355.00	\$ 580.00	\$ 26,100.00
ST-18	Provide 4' Diameter Storm Manhole	VF	95	\$ 401.41	\$ 38,133.95	\$ 369.00	\$ 35,055.00	\$ 283.30	\$ 26,913.50	\$ 340.00	\$ 32,300.00
ST-19	Provide Type A Inlet	EA	4	\$ 1,773.63	\$ 7,094.52	\$ 1,617.00	\$ 6,468.00	\$ 1,558.00	\$ 6,232.00	\$ 1,600.00	\$ 6,400.00
ST-20	Provide Type B Inlet	EA	27	\$ 1,872.54	\$ 50,558.58	\$ 1,648.00	\$ 44,496.00	\$ 1,804.00	\$ 48,708.00	\$ 1,650.00	\$ 44,550.00
ST-21	Connect to Existing Pipe With Concrete Collar	EA	2	\$ 1,363.50	\$ 2,727.00	\$ 817.00	\$ 1,634.00	\$ 350.00	\$ 700.00	\$ 446.00	\$ 892.00
ST-22	Remove Blocks for Precast Opening Structure	EA	3	\$ 505.00	\$ 1,515.00	\$ 508.00	\$ 1,524.00	\$ 1,000.00	\$ 3,000.00	\$ 600.00	\$ 1,800.00
ST-23	Expand Existing Opening in Structure	EA	2	\$ 1,212.00	\$ 2,424.00	\$ 1,017.00	\$ 2,034.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00
ST-24	Abandon/Remove Existing Storm Sewer Main and Appurtenances	LS	1	\$ 3,535.00	\$ 3,535.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,300.00	\$ 2,300.00
WATERMAIN											
W-01	Provide 8" PVC Water Main	LF	2475	\$ 48.29	\$ 119,517.75	\$ 60.00	\$ 148,500.00	\$ 65.60	\$ 162,360.00	\$ 74.00	\$ 183,150.00
W-02	Provide 6" PVC Water Main	LF	90	\$ 52.48	\$ 4,723.20	\$ 90.00	\$ 8,100.00	\$ 75.30	\$ 6,777.00	\$ 104.00	\$ 9,360.00
W-03	Provide 4" PVC Water Main	LF	20	\$ 52.52	\$ 1,050.40	\$ 83.00	\$ 1,660.00	\$ 57.70	\$ 1,154.00	\$ 98.00	\$ 1,960.00
W-04	Provide 1 1/2" HDPE Water Service- Open Cut	LF	30	\$ 38.47	\$ 1,154.10	\$ 70.00	\$ 2,100.00	\$ 36.00	\$ 1,080.00	\$ 82.00	\$ 2,460.00
W-05	Provide 1" HDPE Water Service – Open Cut	LF	300	\$ 37.99	\$ 11,397.00	\$ 70.00	\$ 21,000.00	\$ 35.60	\$ 10,680.00	\$ 74.00	\$ 22,200.00
W-06	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$ 971.62	\$ 971.62	\$ 1,171.00	\$ 1,171.00	\$ 912.00	\$ 912.00	\$ 914.00	\$ 914.00
W-07	Provide 1" Corporation and Curb Stop	EA	7	\$ 771.93	\$ 5,403.51	\$ 848.00	\$ 5,936.00	\$ 564.00	\$ 3,948.00	\$ 614.00	\$ 4,298.00
W-08	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	3	\$ 1,346.66	\$ 4,039.98	\$ 1,576.00	\$ 4,728.00	\$ 1,131.00	\$ 3,393.00	\$ 835.00	\$ 2,505.00
W-09	Provide 8" Gate Valve	EA	10	\$ 1,782.65	\$ 17,826.50	\$ 1,656.00	\$ 16,560.00	\$ 1,516.00	\$ 15,160.00	\$ 1,600.00	\$ 16,000.00
W-10	Provide 4" Gate Valve	EA	1	\$ 1,155.44	\$ 1,155.44	\$ 1,021.00	\$ 1,021.00	\$ 934.00	\$ 934.00	\$ 990.00	\$ 990.00
W-11	Provide Connection to Existing Water Main	EA	11	\$ 1,882.28	\$ 20,705.08	\$ 969.00	\$ 10,659.00	\$ 2,112.00	\$ 23,232.00	\$ 1,440.00	\$ 15,840.00
W-12	Provide Connection to Existing Water Main 10"x8" Tapping Tee and Valve	EA	1	\$ 4,229.88	\$ 4,229.88	\$ 3,924.00	\$ 3,924.00	\$ 5,188.00	\$ 5,188.00	\$ 4,485.00	\$ 4,485.00
W-13	Provide Connection to Existing Water Main 8"x8" Tapping Tee and Valve	EA	1	\$ 4,170.29	\$ 4,170.29	\$ 3,860.00	\$ 3,860.00	\$ 5,129.00	\$ 5,129.00	\$ 4,400.00	\$ 4,400.00
W-14	Provide Hydrant (6.5' Bury)	EA	4	\$ 3,589.54	\$ 14,358.16	\$ 3,510.00	\$ 14,040.00	\$ 3,854.00	\$ 15,416.00	\$ 3,600.00	\$ 14,400.00
W-15	Provide Water Main Offset	EA	2	\$ 4,860.63	\$ 9,721.26	\$ 2,646.00	\$ 5,292.00	\$ 4,163.00	\$ 8,326.00	\$ 4,600.00	\$ 9,200.00
W-16	Dig Down to Verify Elevation of Water Main	EA	1	\$ 1,262.50	\$ 1,262.50	\$ 339.00	\$ 339.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	\$ 4,595.50	\$ 4,595.50	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,740.00	\$ 1,740.00

PROJECT 18-02 CHARLES STREET RECONSTRUCTION AND UTILITY**RELAY****BID TAB**
BIDDER NO. 1
DE GROOT, INC.
BIDDER NO. 2
DORNER, INC.
BIDDER NO. 3
ADVANCE CONSTRUCTION
BIDDER NO. 4
PTS CONTRACTORS, INC.
STREET AND DRAINAGE

SD-01	Unclassified Excavation	CY	6208	\$ 6.38	\$ 39,607.04	\$ 6.39	\$ 39,669.12	\$ 10.00	\$ 62,080.00	\$ 7.50	\$ 46,560.00
SD-02	Mill Asphaltic Concrete pavement	SY	2290	\$ 4.63	\$ 10,602.70	\$ 4.72	\$ 10,808.80	\$ 4.58	\$ 10,488.20	\$ 4.70	\$ 10,763.00
SD-03	Provide 1 ¼" Crushed Aggregate Base Course	CY	8600	\$ 23.28	\$ 200,208.00	\$ 23.28	\$ 200,208.00	\$ 22.60	\$ 194,360.00	\$ 23.00	\$ 197,800.00
SD-04	Provide Asphaltic concrete Pavement Type 4 LT 58-28 S, 1 ¾" or 2" Overlay or Upper Layer	TON	1300	\$ 62.53	\$ 81,289.00	\$ 62.52	\$ 81,276.00	\$ 60.70	\$ 78,910.00	\$ 62.00	\$ 80,600.00
SD-05	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 ¼" Lower Layer	TON	1450	\$ 64.56	\$ 93,612.00	\$ 64.55	\$ 93,597.50	\$ 62.67	\$ 90,871.50	\$ 62.00	\$ 89,900.00
SD-06	Water Main Temporary Trench Patch – Webster Avenue	LS	1	\$ 1,767.50	\$ 1,767.50	\$ 1,041.45	\$ 1,041.45	\$ 650.00	\$ 650.00	\$ 3,500.00	\$ 3,500.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	200	\$ 3.09	\$ 618.00	\$ 23.69	\$ 4,738.00	\$ 21.50	\$ 4,300.00	\$ 31.50	\$ 6,300.00
SD-08	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	5800	\$ 11.21	\$ 65,018.00	\$ 12.85	\$ 74,530.00	\$ 12.38	\$ 71,804.00	\$ 12.70	\$ 73,660.00
SD-09	Remove and Replace 24-Inch Integral Curb (HES-3DAY)	LF	25	\$ 20.60	\$ 515.00	\$ 50.00	\$ 1,250.00	\$ 21.50	\$ 537.50	\$ 46.00	\$ 1,150.00
SD-10	Remove and Replace 9-Inch Concrete Pavement	SY	35	\$ 60.27	\$ 2,109.45	\$ 100.00	\$ 3,500.00	\$ 72.00	\$ 2,520.00	\$ 92.00	\$ 3,220.00
SD-11	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	320	\$ 53.21	\$ 17,027.20	\$ 53.20	\$ 17,024.00	\$ 60.75	\$ 19,440.00	\$ 52.50	\$ 16,800.00
SD-12	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	790	\$ 47.49	\$ 37,517.10	\$ 47.48	\$ 37,509.20	\$ 56.70	\$ 44,793.00	\$ 47.00	\$ 37,130.00
SD-13	Remove and Replace 4" Concrete Sidewalk	SY	500	\$ 43.17	\$ 21,585.00	\$ 43.16	\$ 21,580.00	\$ 53.10	\$ 26,550.00	\$ 42.60	\$ 21,300.00
SD-14	Remove and Replace 4" Colored Stamped Concrete Sidewalk	SY	10	\$ 203.46	\$ 2,034.60	\$ 200.00	\$ 2,000.00	\$ 163.50	\$ 1,635.00	\$ 200.00	\$ 2,000.00
SD-15	Deformed #4 Reinforcement Bars	LF	2100	\$ 0.78	\$ 1,638.00	\$ 0.77	\$ 1,617.00	\$ 0.75	\$ 1,575.00	\$ 0.75	\$ 1,575.00
SD-16	Drilled Tie Bars (Existing Sidewalk and Curb and Gutter)	EA	330	\$ 6.18	\$ 2,039.40	\$ 6.18	\$ 2,039.40	\$ 6.00	\$ 1,980.00	\$ 6.00	\$ 1,980.00
SD-17	Provide Detectable Warning Field (Natural)	EA	50	\$ 236.95	\$ 11,847.50	\$ 235.00	\$ 11,750.00	\$ 230.00	\$ 11,500.00	\$ 235.00	\$ 11,750.00
SD-18	Pavement Marking Stop Line Epoxy 18-Inch White	LF	180	\$ 4.43	\$ 797.40	\$ 4.43	\$ 797.40	\$ 4.30	\$ 774.00	\$ 4.50	\$ 810.00
SD-19	Pavement Marking Epoxy 12-Inch White Cross Walks	LF	1850	\$ 2.94	\$ 5,439.00	\$ 2.94	\$ 5,439.00	\$ 2.85	\$ 5,272.50	\$ 3.00	\$ 5,550.00
SD-20	Pavement Marking Epoxy 4-Inch Yellow	LF	375	\$ 0.98	\$ 367.50	\$ 1.00	\$ 375.00	\$ 0.95	\$ 356.25	\$ 1.00	\$ 375.00
SD-21	Landscaping- Topsoil, Seed, Fertilizer, and Mulch	SY	2600	\$ 7.07	\$ 18,382.00	\$ 5.10	\$ 13,260.00	\$ 4.95	\$ 12,870.00	\$ 8.00	\$ 20,800.00
SD-22	Concrete Median Sloped Nose	SF	235	\$ 8.24	\$ 1,936.40	\$ 8.25	\$ 1,938.75	\$ 8.00	\$ 1,880.00	\$ 10.00	\$ 2,350.00

SPECIAL CONSTRUCTION

SC-01	Pipe Foundation Stabilization	CY	200	\$ 20.20	\$ 4,040.00	\$ 23.50	\$ 4,700.00	\$ 35.00	\$ 7,000.00	\$ 5.00	\$ 1,000.00
SC-02	Inlet Protection Type B	EA	55	\$ 50.50	\$ 2,777.50	\$ 50.00	\$ 2,750.00	\$ 65.00	\$ 3,575.00	\$ 50.00	\$ 2,750.00
SC-03	Adjust Inlet	EA	2	\$ 353.50	\$ 707.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00
SC-04	Adjust Manhole	EA	3	\$ 505.00	\$ 1,515.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 415.00	\$ 1,245.00
SC-05	Polystyrene Insulation Board	LF	100	\$ 7.07	\$ 707.00	\$ 12.50	\$ 1,250.00	\$ 3.50	\$ 350.00	\$ 18.00	\$ 1,800.00
SC-06	Traffic Control Detour Route (Water Main at Webster)	LS	1	\$ 7,070.00	\$ 7,070.00	\$ 7,000.00	\$ 7,000.00	\$ 31,800.00	\$ 31,800.00	\$ 7,500.00	\$ 7,500.00
				\$ 1,861,071.65		\$ 1,971,288.30		\$ 1,999,139.93		\$ 2,106,070.80	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-11 Enterprise Drive Reconstruction & Utility Relay to Feaker & Sons Co., Inc. in the Amount of \$1,133,376.50.

The Board of Public Works, at the March 12, 2018 meeting, approved the bid from Feaker & Sons Co., Inc. in the amount of \$1,133,376.50 for Project 18-11.

The Engineering Department received bids on Project 18-11 Enterprise Drive Reconstruction and Utility Relay on March 5, 2018. This project involves the reconstruction and utility relay on Enterprise Drive from Heritage Road to Prosper Street. Additionally, a new 16-inch water main will be installed on Rockland Road from Destiny Drive to Enterprise Drive as part of this project. The bids received are as follows:

Contractor	Amount
Feaker & Sons Co., Inc.	\$1,133,376.50
Triple P, Inc. dba Peters Concrete Company	\$1,149,099.40
Kruczek Construction, Inc.	\$1,159,159.59
Jossart Brothers, Inc.	\$1,167,940.00
Dorner, Inc.	\$1,182,875.10
PTS Contractors, Inc.	\$1,199,012.00
Vinton Construction Company	\$1,199,174.12
Carl Bowers & Sons Construction Co., Inc.	\$1,287,190.00
Wood Sewer & Excavating, Inc.	\$1,294,890.00
De Groot, Inc.	\$1,326,882.15

The budgeted amount is \$1,333,000 from TID #10.

ATTACHMENTS:

- 18-11 Bid Tab(PDF)

PROJECT 18-11 ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
BID TAB				FEAKER & SONS CO. INC.		TRIPLE P INC D/B/A PETERS CONCRETE COMPANY		KRUCZEK CONSTRUCTION, INC.		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	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Remove and Replace 6" PVC Sanitary Sewer Lateral	LF	260	\$ 75.00	\$ 19,500.00	\$ 86.70	\$ 22,542.00	\$ 98.00	\$ 25,480.00	\$ 82.00	\$ 21,320.00	\$ 92.00	\$ 23,920.00
SS-02	Remove and Replace 6" Sanitary Sewer Lateral Riser	LF	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 79.00	\$ 1,580.00	\$ 70.00	\$ 1,400.00	\$ 127.00	\$ 2,540.00
SS-03	Provide 6" Sanitary Connection to Sewer Main	EA	4	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00	\$ 2,500.00	\$ 10,000.00	\$ 500.00	\$ 2,000.00	\$ 2,484.00	\$ 9,936.00
SS-04	Dig Down to Verify Lateral Material	EA	4	\$ 640.00	\$ 2,560.00	\$ 400.00	\$ 1,600.00	\$ 950.00	\$ 3,800.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
STORM SEWER													
ST-01	Remove and Relay 21" RCP (Class III) Storm Sewer	LF	100	\$ 62.00	\$ 6,200.00	\$ 65.00	\$ 6,500.00	\$ 78.00	\$ 7,800.00	\$ 74.00	\$ 7,400.00	\$ 51.00	\$ 5,100.00
ST-02	Remove and Relay 15" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	110	\$ 50.00	\$ 5,500.00	\$ 42.50	\$ 4,675.00	\$ 68.00	\$ 7,480.00	\$ 45.00	\$ 4,950.00	\$ 40.00	\$ 4,400.00
ST-03	Remove and Relay 15" PVC or RCP (Class III) Storm Sewer(Granular Backfill)	LF	40	\$ 59.00	\$ 2,360.00	\$ 68.00	\$ 2,720.00	\$ 79.00	\$ 3,160.00	\$ 71.00	\$ 2,840.00	\$ 44.00	\$ 1,760.00
ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	130	\$ 58.00	\$ 7,540.00	\$ 50.00	\$ 6,500.00	\$ 73.00	\$ 9,490.00	\$ 60.00	\$ 7,800.00	\$ 45.00	\$ 5,850.00
ST-05	Provide 12" PVC or RCP ((Class III) Storm Sewer (Natural Backfill)	LF	65	\$ 48.00	\$ 3,120.00	\$ 46.20	\$ 3,003.00	\$ 70.00	\$ 4,550.00	\$ 42.00	\$ 2,730.00	\$ 40.00	\$ 2,600.00
ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer(Granular Backfill)	LF	35	\$ 58.00	\$ 2,030.00	\$ 50.00	\$ 1,750.00	\$ 75.00	\$ 2,625.00	\$ 62.00	\$ 2,170.00	\$ 46.00	\$ 1,610.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	20	\$ 51.00	\$ 1,020.00	\$ 30.00	\$ 600.00	\$ 75.00	\$ 1,500.00	\$ 45.00	\$ 900.00	\$ 26.00	\$ 520.00
ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	2	\$ 300.00	\$ 600.00	\$ 175.00	\$ 350.00	\$ 200.00	\$ 400.00	\$ 165.00	\$ 330.00	\$ 320.00	\$ 640.00
ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	5	\$ 435.00	\$ 2,175.00	\$ 407.00	\$ 2,035.00	\$ 900.00	\$ 4,500.00	\$ 490.00	\$ 2,450.00	\$ 408.00	\$ 2,040.00
ST-10	Provide 4' Diameter Storm Manhole	VF	12	\$ 365.00	\$ 4,380.00	\$ 324.00	\$ 3,888.00	\$ 370.00	\$ 4,440.00	\$ 425.00	\$ 5,100.00	\$ 336.00	\$ 4,032.00
ST-11	Remove and Replace Type B Inlet	EA	10	\$ 1,825.00	\$ 18,250.00	\$ 1,710.00	\$ 17,100.00	\$ 1,760.00	\$ 17,600.00	\$ 1,750.00	\$ 17,500.00	\$ 1,739.00	\$ 17,390.00
ST-12	Provide 12" Nyloplast Yard Drain	EA	1	\$ 1,310.00	\$ 1,310.00	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 925.00	\$ 925.00
ST-13	Connect to Structure and/or Existing Pipe	EA	6	\$ 1,200.00	\$ 7,200.00	\$ 200.00	\$ 1,200.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00	\$ 878.00	\$ 5,268.00
ST-14	Core Drill Manhole and/or Existing Pipe	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 250.00	\$ 250.00	\$ 675.00	\$ 675.00	\$ 1,500.00	\$ 1,500.00	\$ 1,054.00	\$ 1,054.00
ST-15	Connect to Existing Pipe with Concrete Collar	EA	5	\$ 500.00	\$ 2,500.00	\$ 200.00	\$ 1,000.00	\$ 675.00	\$ 3,375.00	\$ 1,000.00	\$ 5,000.00	\$ 1,096.00	\$ 5,480.00
WATERMAIN													
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	675	\$ 83.00	\$ 56,025.00	\$ 97.30	\$ 65,677.50	\$ 71.00	\$ 47,925.00	\$ 85.00	\$ 57,375.00	\$ 100.00	\$ 67,500.00
W-02	Provide 16" PVC Water Main (Natural Backfill)	LF	4,500	\$ 63.00	\$ 283,500.00	\$ 71.80	\$ 323,100.00	\$ 66.75	\$ 300,375.00	\$ 66.00	\$ 297,000.00	\$ 64.00	\$ 288,000.00
W-03	Provide 16" PVC Water Main (Directional Drill)	LF	120	\$ 155.00	\$ 18,600.00	\$ 189.00	\$ 22,680.00	\$ 185.00	\$ 22,200.00	\$ 147.00	\$ 17,640.00	\$ 177.00	\$ 21,240.00
W-04	Provide 12" PVC Water Main	LF	25	\$ 105.00	\$ 2,625.00	\$ 170.00	\$ 4,250.00	\$ 175.00	\$ 4,375.00	\$ 88.00	\$ 2,200.00	\$ 175.00	\$ 4,375.00
W-05	Provide 10" PVC Water Main	LF	10	\$ 75.00	\$ 750.00	\$ 160.00	\$ 1,600.00	\$ 145.00	\$ 1,450.00	\$ 82.00	\$ 820.00	\$ 150.00	\$ 1,500.00
W-06	Provide 8" PVC Water Main	LF	230	\$ 64.00	\$ 14,720.00	\$ 68.35	\$ 15,720.50	\$ 85.00	\$ 19,550.00	\$ 78.00	\$ 17,940.00	\$ 100.00	\$ 23,000.00
W-07	Provide 6" PVC Water Main or Hydrant Lead	LF	120	\$ 60.00	\$ 7,200.00	\$ 68.90	\$ 8,268.00	\$ 63.00	\$ 7,560.00	\$ 75.00	\$ 9,000.00	\$ 45.00	\$ 5,400.00
W-08	Provide 1" HDPE Water Service	LF	120	\$ 50.00	\$ 6,000.00	\$ 59.50	\$ 7,140.00	\$ 52.00	\$ 6,240.00	\$ 70.00	\$ 8,400.00	\$ 49.00	\$ 5,880.00
W-09	Provide 1" Corporation and Curb Stop	EA	2	\$ 430.00	\$ 860.00	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 939.00	\$ 1,878.00
W-10	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	8	\$ 870.00	\$ 6,960.00	\$ 800.00	\$ 6,400.00	\$ 830.00	\$ 6,640.00	\$ 800.00	\$ 6,400.00	\$ 1,236.00	\$ 9,888.00
W-11	Provide 16" Butterfly Valve	EA	10	\$ 2,910.00	\$ 29,100.00	\$ 3,265.00	\$ 32,650.00	\$ 3,520.00	\$ 35,200.00	\$ 3,175.00	\$ 31,750.00	\$ 3,118.00	\$ 31,180.00
W-12	Provide 12" Gate Valve	EA	2	\$ 2,700.00	\$ 5,400.00	\$ 2,775.00	\$ 5,550.00	\$ 3,000.00	\$ 6,000.00	\$ 2,950.00	\$ 5,900.00	\$ 2,825.00	\$ 5,650.00
W-13	Provide 10" Gate Valve	EA	1	\$ 2,260.00	\$ 2,260.00	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00	\$ 2,450.00	\$ 2,450.00	\$ 2,355.00	\$ 2,355.00
W-14	Provide 8" Gate Valve	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 1,500.00	\$ 6,000.00	\$ 1,750.00	\$ 7,000.00	\$ 1,700.00	\$ 6,800.00	\$ 1,636.00	\$ 6,544.00
W-15	Provide 6" Gate Valve	EA	10	\$ 1,200.00	\$ 12,000.00	\$ 1,150.00	\$ 11,500.00	\$ 1,285.00	\$ 12,850.00	\$ 1,225.00	\$ 12,250.00	\$ 1,195.00	\$ 11,950.00
W-16	Provide Connection to Existing Water main	EA	13	\$ 1,750.00	\$ 22,750.00	\$ 1,350.00	\$ 17,550.00	\$ 1,175.00	\$ 15,275.00	\$ 1,500.00	\$ 19,500.00	\$ 2,626.00	\$ 34,138.00
W-17	Provide Hydrant (7.0' Bury)	EA	9	\$ 3,570.00	\$ 32,130.00	\$ 3,400.00	\$ 30,600.00	\$ 4,200.00	\$ 37,800.00	\$ 3,550.00	\$ 31,950.00	\$ 3,682.00	\$ 33,138.00
W-18	Provide Water Main Offset	EA	1	\$ 5,450.00	\$ 5,450.00	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
W-19	Temporary Water Bypass	LS	1	\$ 8,900.00	\$ 8,900.00	\$ 1.00	\$ 1.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
W-20	Abandon / Remove Water Main and Appurtenances	LS	1	\$ 8,594.00	\$ 8,594.00	\$ 1.00	\$ 1.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,033.00	\$ 8,033.00
W-21	Dig Down and Verify Water Lateral Size and Material	EA	7	\$ 370.00	\$ 2,590.00	\$ 350.00	\$ 2,450.00	\$ 850.00	\$ 5,950.00	\$ 500.00	\$ 3,500.00	\$ 899.00	\$ 6,293.00

Attachment: 18-11 Bid Tab (6790 : Recommendation of BOPW to Award Contract for Project 18-11)

PROJECT 18-11 ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
BID TAB				FEAKER & SONS CO. INC.		TRIPLE P INC D/B/A PETERS CONCRETE COMPANY		KRUCZEK CONSTRUCTION, INC.		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	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE													
SD-01	Unclassified Excavation	CY	4,560	\$ 9.00	\$ 41,040.00	\$ 11.54	\$ 52,622.40	\$ 9.00	\$ 41,040.00	\$ 9.14	\$ 41,678.40	\$ 8.87	\$ 40,447
SD-02	Provide 1 ¼" Inch Crushed Aggregate Base Course	TON	5,500	\$ 8.26	\$ 45,430.00	\$ 10.71	\$ 58,905.00	\$ 8.35	\$ 45,925.00	\$ 8.50	\$ 46,750.00	\$ 8.26	\$ 45,430
SD-03	Provide Large Asphalt Patch (4-Inch)	SY	200	\$ 51.60	\$ 10,320.00	\$ 78.00	\$ 15,600.00	\$ 38.25	\$ 7,650.00	\$ 53.10	\$ 10,620.00	\$ 51.59	\$ 10,318
SD-04	Provide Small Asphalt Patch (4-Inch)	SY	120	\$ 61.10	\$ 7,332.00	\$ 108.00	\$ 12,960.00	\$ 42.50	\$ 5,100.00	\$ 62.90	\$ 7,548.00	\$ 61.08	\$ 7,329
SD-05	Provide 24" Concrete Curb and Gutter	LF	60	\$ 23.46	\$ 1,407.60	\$ 23.00	\$ 1,380.00	\$ 25.50	\$ 1,530.00	\$ 24.15	\$ 1,449.00	\$ 23.46	\$ 1,407
SD-06	Provide 24" Integral Curb	LF	3,550	\$ 12.75	\$ 45,262.50	\$ 12.50	\$ 44,375.00	\$ 13.00	\$ 46,150.00	\$ 13.13	\$ 46,611.50	\$ 12.75	\$ 45,262
SD-07	Provide Concrete Curb and Gutter	LF	20	\$ 25.50	\$ 510.00	\$ 25.00	\$ 500.00	\$ 40.00	\$ 800.00	\$ 26.25	\$ 525.00	\$ 25.50	\$ 510
SD-08	Remove 8" Concrete Pavement with Integral Curb	SY	8,910	\$ 3.37	\$ 30,026.70	\$ 0.10	\$ 891.00	\$ 3.25	\$ 28,957.50	\$ 3.47	\$ 30,917.70	\$ 3.37	\$ 30,026
SD-09	Provide 9-Inch Doweled Concrete Pavement with Integral Curb and Gutter	SY	5,750	\$ 37.89	\$ 217,867.50	\$ 37.15	\$ 213,612.50	\$ 38.00	\$ 218,500.00	\$ 39.00	\$ 224,250.00	\$ 37.89	\$ 217,867
SD-10	Provide 9-Inch Doweled Concrete Pavement with Integral Curb and Gutter (HES – 3 Day)	SY	330	\$ 65.94	\$ 21,760.20	\$ 54.65	\$ 18,034.50	\$ 55.50	\$ 18,315.00	\$ 57.38	\$ 18,935.40	\$ 55.74	\$ 18,394
SD-11	Remove 8" Concrete Driveway	SY	90	\$ 10.20	\$ 918.00	\$ 5.00	\$ 450.00	\$ 10.00	\$ 900.00	\$ 10.50	\$ 945.00	\$ 10.20	\$ 918
SD-12	Remove Asphalt Driveway	SY	450	\$ 2.04	\$ 918.00	\$ 2.00	\$ 900.00	\$ 2.00	\$ 900.00	\$ 2.10	\$ 945.00	\$ 2.04	\$ 918
SD-13	Provide 8" Concrete Driveway or Sidewalk	SY	800	\$ 50.95	\$ 40,760.00	\$ 49.95	\$ 39,960.00	\$ 50.00	\$ 40,000.00	\$ 52.45	\$ 41,960.00	\$ 50.95	\$ 40,760
SD-14	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	5,600	\$ 5.10	\$ 28,560.00	\$ 4.83	\$ 27,048.00	\$ 3.00	\$ 16,800.00	\$ 4.00	\$ 22,400.00	\$ 5.25	\$ 29,400
SPECIAL CONSTRUCTION													
SC-01	Provide Silt Fence	LF	300	\$ 2.50	\$ 750.00	\$ 1.50	\$ 450.00	\$ 2.00	\$ 600.00	\$ 3.00	\$ 900.00	\$ 2.24	\$ 672
SC-02	Install, Maintain, and Remove Rock Filled, Erosion Control Bags	EA	105	\$ 19.00	\$ 1,995.00	\$ 12.00	\$ 1,260.00	\$ 10.00	\$ 1,050.00	\$ 8.00	\$ 840.00	\$ 18.36	\$ 1,927
SC-03	Inlet Protection Type B	EA	25	\$ 55.00	\$ 1,375.00	\$ 40.00	\$ 1,000.00	\$ 40.00	\$ 1,000.00	\$ 50.00	\$ 1,250.00	\$ 55.00	\$ 1,375
SC-04	Pavement Marking Epoxy 4-Inch Yellow	LF	1,000	\$ 4.15	\$ 4,150.00	\$ 4.05	\$ 4,050.00	\$ 4.10	\$ 4,100.00	\$ 4.25	\$ 4,250.00	\$ 4.13	\$ 4,130
SC-05	Traffic Control Detour Route (Enterprise Drive)	LS	1	\$ 4,285.00	\$ 4,285.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,244.00	\$ 2,244
SC-06	Traffic Control Road Closure (Rockland Road)	LS	1	\$ 2,550.00	\$ 2,550.00	\$ 1,500.00	\$ 1,500.00	\$ 1,197.09	\$ 1,197.09	\$ 2,000.00	\$ 2,000.00	\$ 1,530.00	\$ 1,530
SC-07	Tracking Pad	EA	2	\$ 900.00	\$ 1,800.00	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000
	TOTALS				\$ 1,133,376.50		\$ 1,149,099.40		\$ 1,159,159.59		\$ 1,167,940.00		\$ 1,182,875

PROJECT 18-11 ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
 BID TAB				PTS CONTRACTORS, INC.		VINTON CONSTRUCTION COMPANY		CARL BOWERS & SONS CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.		DE GROOT, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Remove and Replace 6" PVC Sanitary Sewer Lateral	LF	260	\$ 160.00	\$ 41,600.00	\$ 86.70	\$ 22,542.00	\$ 90.00	\$ 23,400.00	\$ 116.00	\$ 30,160.00	\$ 75.90	\$ 19,734.00
SS-02	Remove and Replace 6" Sanitary Sewer Lateral Riser	LF	20	\$ 100.00	\$ 2,000.00	\$ 61.50	\$ 1,230.00	\$ 90.00	\$ 1,800.00	\$ 120.00	\$ 2,400.00	\$ 126.25	\$ 2,525.00
SS-03	Provide 6" Sanitary Connection to Sewer Main	EA	4	\$ 700.00	\$ 2,800.00	\$ 482.00	\$ 1,928.00	\$ 500.00	\$ 2,000.00	\$ 2,400.00	\$ 9,600.00	\$ 1,901.33	\$ 7,605.33
SS-04	Dig Down to Verify Lateral Material	EA	4	\$ 980.00	\$ 3,920.00	\$ 350.00	\$ 1,400.00	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 1,515.00	\$ 6,060.00
STORM SEWER													
ST-01	Remove and Relay 21" RCP (Class III) Storm Sewer	LF	100	\$ 100.00	\$ 10,000.00	\$ 73.00	\$ 7,300.00	\$ 85.00	\$ 8,500.00	\$ 76.00	\$ 7,600.00	\$ 71.76	\$ 7,176.00
ST-02	Remove and Relay 15" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	110	\$ 60.00	\$ 6,600.00	\$ 56.00	\$ 6,160.00	\$ 70.00	\$ 7,700.00	\$ 58.00	\$ 6,380.00	\$ 63.80	\$ 7,018.00
ST-03	Remove and Relay 15" PVC or RCP (Class III) Storm Sewer(Granular Backfill)	LF	40	\$ 90.00	\$ 3,600.00	\$ 52.00	\$ 2,080.00	\$ 85.00	\$ 3,400.00	\$ 68.00	\$ 2,720.00	\$ 69.76	\$ 2,790.00
ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	130	\$ 86.00	\$ 11,180.00	\$ 46.60	\$ 6,058.00	\$ 80.00	\$ 10,400.00	\$ 64.00	\$ 8,320.00	\$ 65.28	\$ 8,486.00
ST-05	Provide 12" PVC or RCP ((Class III) Storm Sewer (Natural Backfill)	LF	65	\$ 62.00	\$ 4,030.00	\$ 46.00	\$ 2,990.00	\$ 65.00	\$ 4,225.00	\$ 64.00	\$ 4,160.00	\$ 59.32	\$ 3,855.00
ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer(Granular Backfill)	LF	35	\$ 114.00	\$ 3,990.00	\$ 51.30	\$ 1,795.50	\$ 80.00	\$ 2,800.00	\$ 72.00	\$ 2,520.00	\$ 65.28	\$ 2,284.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	20	\$ 76.00	\$ 1,520.00	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00	\$ 44.00	\$ 880.00	\$ 51.01	\$ 1,020.00
ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	2	\$ 280.00	\$ 560.00	\$ 324.00	\$ 648.00	\$ 300.00	\$ 600.00	\$ 260.00	\$ 520.00	\$ 530.25	\$ 1,060.00
ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	5	\$ 415.00	\$ 2,075.00	\$ 413.00	\$ 2,065.00	\$ 350.00	\$ 1,750.00	\$ 420.00	\$ 2,100.00	\$ 566.60	\$ 2,833.00
ST-10	Provide 4' Diameter Storm Manhole	VF	12	\$ 360.00	\$ 4,320.00	\$ 413.00	\$ 4,956.00	\$ 350.00	\$ 4,200.00	\$ 400.00	\$ 4,800.00	\$ 487.10	\$ 5,845.00
ST-11	Remove and Replace Type B Inlet	EA	10	\$ 1,800.00	\$ 18,000.00	\$ 1,779.00	\$ 17,790.00	\$ 2,000.00	\$ 20,000.00	\$ 1,800.00	\$ 18,000.00	\$ 1,892.46	\$ 18,924.00
ST-12	Provide 12" Nyloplast Yard Drain	EA	1	\$ 800.00	\$ 800.00	\$ 1,185.00	\$ 1,185.00	\$ 800.00	\$ 800.00	\$ 1,290.00	\$ 1,290.00	\$ 1,330.17	\$ 1,330.00
ST-13	Connect to Structure and/or Existing Pipe	EA	6	\$ 300.00	\$ 1,800.00	\$ 350.00	\$ 2,100.00	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00	\$ 858.50	\$ 5,151.00
ST-14	Core Drill Manhole and/or Existing Pipe	EA	1	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 400.00	\$ 400.00	\$ 1,212.00	\$ 1,212.00
ST-15	Connect to Existing Pipe with Concrete Collar	EA	5	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 1,515.00	\$ 7,575.00
WATERMAIN													
W-01	Provide 16" PVC Water Main (Granular Backfill)	LF	675	\$ 100.00	\$ 67,500.00	\$ 91.16	\$ 61,533.00	\$ 110.00	\$ 74,250.00	\$ 93.00	\$ 62,775.00	\$ 92.61	\$ 62,511.00
W-02	Provide 16" PVC Water Main (Natural Backfill)	LF	4,500	\$ 66.00	\$ 297,000.00	\$ 71.22	\$ 320,490.00	\$ 80.00	\$ 360,000.00	\$ 78.00	\$ 351,000.00	\$ 82.70	\$ 372,150.00
W-03	Provide 16" PVC Water Main (Directional Drill)	LF	120	\$ 190.00	\$ 22,800.00	\$ 182.00	\$ 21,840.00	\$ 170.00	\$ 20,400.00	\$ 180.00	\$ 21,600.00	\$ 180.11	\$ 21,613.00
W-04	Provide 12" PVC Water Main	LF	25	\$ 175.00	\$ 4,375.00	\$ 142.00	\$ 3,550.00	\$ 120.00	\$ 3,000.00	\$ 110.00	\$ 2,750.00	\$ 91.55	\$ 2,288.00
W-05	Provide 10" PVC Water Main	LF	10	\$ 185.00	\$ 1,850.00	\$ 137.00	\$ 1,370.00	\$ 110.00	\$ 1,100.00	\$ 110.00	\$ 1,100.00	\$ 85.88	\$ 858.00
W-06	Provide 8" PVC Water Main	LF	230	\$ 110.00	\$ 25,300.00	\$ 82.30	\$ 18,929.00	\$ 100.00	\$ 23,000.00	\$ 85.00	\$ 19,550.00	\$ 85.75	\$ 19,722.00
W-07	Provide 6" PVC Water Main or Hydrant Lead	LF	120	\$ 90.00	\$ 10,800.00	\$ 78.50	\$ 9,420.00	\$ 90.00	\$ 10,800.00	\$ 62.00	\$ 7,440.00	\$ 40.65	\$ 4,878.00
W-08	Provide 1" HDPE Water Service	LF	120	\$ 76.00	\$ 9,120.00	\$ 44.70	\$ 5,364.00	\$ 70.00	\$ 8,400.00	\$ 78.00	\$ 9,360.00	\$ 73.72	\$ 8,846.00
W-09	Provide 1" Corporation and Curb Stop	EA	2	\$ 670.00	\$ 1,340.00	\$ 735.00	\$ 1,470.00	\$ 700.00	\$ 1,400.00	\$ 760.00	\$ 1,520.00	\$ 892.84	\$ 1,785.00
W-10	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	8	\$ 800.00	\$ 6,400.00	\$ 998.00	\$ 7,984.00	\$ 1,200.00	\$ 9,600.00	\$ 2,990.00	\$ 23,920.00	\$ 1,158.98	\$ 9,271.00
W-11	Provide 16" Butterfly Valve	EA	10	\$ 2,960.00	\$ 29,600.00	\$ 3,041.00	\$ 30,410.00	\$ 3,100.00	\$ 31,000.00	\$ 3,330.00	\$ 33,300.00	\$ 3,312.80	\$ 33,128.00
W-12	Provide 12" Gate Valve	EA	2	\$ 2,730.00	\$ 5,460.00	\$ 2,563.00	\$ 5,126.00	\$ 2,900.00	\$ 5,800.00	\$ 2,700.00	\$ 5,400.00	\$ 3,043.13	\$ 6,086.00
W-13	Provide 10" Gate Valve	EA	1	\$ 2,270.00	\$ 2,270.00	\$ 2,134.00	\$ 2,134.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,559.34	\$ 2,559.00
W-14	Provide 8" Gate Valve	EA	4	\$ 1,570.00	\$ 6,280.00	\$ 1,568.00	\$ 6,272.00	\$ 1,700.00	\$ 6,800.00	\$ 1,900.00	\$ 7,600.00	\$ 1,836.18	\$ 7,344.00
W-15	Provide 6" Gate Valve	EA	10	\$ 1,140.00	\$ 11,400.00	\$ 1,166.00	\$ 11,660.00	\$ 1,200.00	\$ 12,000.00	\$ 1,400.00	\$ 14,000.00	\$ 1,379.66	\$ 13,796.00
W-16	Provide Connection to Existing Water main	EA	13	\$ 1,520.00	\$ 19,760.00	\$ 3,154.00	\$ 41,002.00	\$ 1,000.00	\$ 13,000.00	\$ 3,670.00	\$ 47,710.00	\$ 2,378.32	\$ 30,918.00
W-17	Provide Hydrant (7.0' Bury)	EA	9	\$ 3,600.00	\$ 32,400.00	\$ 3,644.00	\$ 32,796.00	\$ 3,600.00	\$ 32,400.00	\$ 3,600.00	\$ 32,400.00	\$ 3,665.29	\$ 32,987.00
W-18	Provide Water Main Offset	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 6,690.00	\$ 6,690.00	\$ 7,958.80	\$ 7,958.00
W-19	Temporary Water Bypass	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,940.00	\$ 7,940.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 12,625.00	\$ 12,625.00
W-20	Abandon / Remove Water Main and Appurtenances	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 10,800.00	\$ 10,800.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,221.00	\$ 12,221.00
W-21	Dig Down and Verify Water Lateral Size and Material	EA	7	\$ 550.00	\$ 3,850.00	\$ 500.00	\$ 3,500.00	\$ 600.00	\$ 4,200.00	\$ 600.00	\$ 4,200.00	\$ 1,363.50	\$ 9,544.00

PROJECT 18-11 ENTERPRISE DRIVE RECONSTRUCTION AND UTILITY RELAY				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9		BIDDER NO. 10	
 BID TAB				PTS CONTRACTORS, INC.		VINTON CONSTRUCTION COMPANY		CARL BOWERS & SONS CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.		DE GROOT, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE													
SD-01	Unclassified Excavation	CY	4,560	\$ 8.90	\$ 40,584.00	\$ 13.66	\$ 62,289.60	\$ 12.00	\$ 54,720.00	\$ 9.00	\$ 41,040.00	\$ 9.23	\$ 42,088.80
SD-02	Provide 1 1/4" Inch Crushed Aggregate Base Course	TON	5,500	\$ 8.25	\$ 45,375.00	\$ 11.50	\$ 63,250.00	\$ 11.00	\$ 60,500.00	\$ 8.60	\$ 47,300.00	\$ 8.60	\$ 47,300.00
SD-03	Provide Large Asphalt Patch (4-Inch)	SY	200	\$ 51.50	\$ 10,300.00	\$ 78.53	\$ 15,706.00	\$ 60.00	\$ 12,000.00	\$ 58.00	\$ 11,600.00	\$ 53.64	\$ 10,728.00
SD-04	Provide Small Asphalt Patch (4-Inch)	SY	120	\$ 61.00	\$ 7,320.00	\$ 108.17	\$ 12,980.40	\$ 60.00	\$ 7,200.00	\$ 64.00	\$ 7,680.00	\$ 63.63	\$ 7,635.60
SD-05	Provide 24" Concrete Curb and Gutter	LF	60	\$ 23.50	\$ 1,410.00	\$ 25.00	\$ 1,500.00	\$ 23.00	\$ 1,380.00	\$ 23.00	\$ 1,380.00	\$ 24.39	\$ 1,463.40
SD-06	Provide 24" Integral Curb	LF	3,550	\$ 12.75	\$ 45,262.50	\$ 12.50	\$ 44,375.00	\$ 12.50	\$ 44,375.00	\$ 13.00	\$ 46,150.00	\$ 13.26	\$ 47,073.00
SD-07	Provide Concrete Curb and Gutter	LF	20	\$ 25.50	\$ 510.00	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 25.00	\$ 500.00	\$ 26.51	\$ 530.20
SD-08	Remove 8" Concrete Pavement with Integral Curb	SY	8,910	\$ 3.40	\$ 30,294.00	\$ 1.00	\$ 8,910.00	\$ 2.00	\$ 17,820.00	\$ 3.50	\$ 31,185.00	\$ 5.02	\$ 44,728.00
SD-09	Provide 9-Inch Doweled Concrete Pavement with Integral Curb and Gutter	SY	5,750	\$ 37.85	\$ 217,637.50	\$ 37.82	\$ 217,465.00	\$ 38.00	\$ 218,500.00	\$ 37.50	\$ 215,625.00	\$ 39.40	\$ 226,550.00
SD-10	Provide 9-Inch Doweled Concrete Pavement with Integral Curb and Gutter (HES – 3 Day)	SY	330	\$ 55.70	\$ 18,381.00	\$ 42.32	\$ 13,965.60	\$ 55.00	\$ 18,150.00	\$ 55.00	\$ 18,150.00	\$ 57.95	\$ 19,123.50
SD-11	Remove 8" Concrete Driveway	SY	90	\$ 10.20	\$ 918.00	\$ 3.60	\$ 324.00	\$ 8.00	\$ 720.00	\$ 10.00	\$ 900.00	\$ 10.61	\$ 954.90
SD-12	Remove Asphalt Driveway	SY	450	\$ 2.00	\$ 900.00	\$ 2.70	\$ 1,215.00	\$ 5.00	\$ 2,250.00	\$ 2.00	\$ 900.00	\$ 2.12	\$ 954.00
SD-13	Provide 8" Concrete Driveway or Sidewalk	SY	800	\$ 50.90	\$ 40,720.00	\$ 50.86	\$ 40,688.00	\$ 50.00	\$ 40,000.00	\$ 50.00	\$ 40,000.00	\$ 53.03	\$ 42,424.00
SD-14	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	5,600	\$ 5.25	\$ 29,400.00	\$ 1.98	\$ 11,088.00	\$ 7.50	\$ 42,000.00	\$ 6.60	\$ 36,960.00	\$ 5.56	\$ 31,136.00
SPECIAL CONSTRUCTION													
SC-01	Provide Silt Fence	LF	300	\$ 2.00	\$ 600.00	\$ 2.50	\$ 750.00	\$ 5.00	\$ 1,500.00	\$ 2.00	\$ 600.00	\$ 2.53	\$ 759.00
SC-02	Install, Maintain, and Remove Rock Filled, Erosion Control Bags	EA	105	\$ 10.00	\$ 1,050.00	\$ 10.00	\$ 1,050.00	\$ 10.00	\$ 1,050.00	\$ 30.00	\$ 3,150.00	\$ 20.20	\$ 2,121.00
SC-03	Inlet Protection Type B	EA	25	\$ 50.00	\$ 1,250.00	\$ 42.00	\$ 1,050.00	\$ 50.00	\$ 1,250.00	\$ 70.00	\$ 1,750.00	\$ 65.65	\$ 1,641.25
SC-04	Pavement Marking Epoxy 4-Inch Yellow	LF	1,000	\$ 4.20	\$ 4,200.00	\$ 4.05	\$ 4,050.00	\$ 4.25	\$ 4,250.00	\$ 5.20	\$ 5,200.00	\$ 4.29	\$ 4,290.00
SC-05	Traffic Control Detour Route (Enterprise Drive)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 4,000.00	\$ 4,000.00	\$ 5,800.00	\$ 5,800.00	\$ 5,050.00	\$ 5,050.00
SC-06	Traffic Control Road Closure (Rockland Road)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,880.00	\$ 2,880.00	\$ 3,030.00	\$ 3,030.00
SC-07	Tracking Pad	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 0.01	\$ 0.02	\$ 1,200.00	\$ 2,400.00	\$ 37.50	\$ 75.00	\$ 858.50	\$ 1,717.00
	TOTALS				\$ 1,199,012.00		\$ 1,199,174.12		\$ 1,287,190.00		\$ 1,294,890.00		\$ 1,326,882.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 18-13 Crackfilling & Seal Coating to Asphalt Seal and Repair, Inc. in the Amount of \$100,476.00.

The Board of Public Works, at the March 12, 2018 meeting, approved staff's recommendation to award the bid to Asphalt Seal and Repair, Inc. for \$100,476.00.

The Engineering Department received bids on Project 18-13 Crackfilling and Seal Coating on March 1, 2018. This work is for maintenance of streets, parking lots and multi-use paths. The bids received are as follows:

Contractor	Amount
Asphalt Seal and Repair, Inc.	\$100,476.00
American Pavement Solutions, Inc.	\$129,475.00

The budgeted amount from the capital improvement budget is \$105,500. Funding will be \$93,850 from the general obligation debt and \$11,650 from the Parks Department capital improvements fund.

ATTACHMENTS:

- 18-13 Bid Tab(PDF)

**PROJECT 18-13 CRACKFILLING AND SEALCOATING
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2	
				Asphalt Seal and Repair, Inc.		American Pavement Solutions, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafcro or Approved Equal)	LB	90,000.00	\$ 1.09	\$ 98,100.00	\$ 1.39	\$ 125,100.00
SC-02	Seal Coating	SF	19,400.00	\$ 0.09	\$ 1,746.00	\$ 0.20	\$ 3,880.00
SC-03	Pavement Marking Paint 4-Inch White Parking Stalls	LF	1,050.00	\$ 0.50	\$ 525.00	\$ 0.40	\$ 420.00
SC-04	Pavement Marking Symbols White Accessible Stall Symbol	EA	3.00	\$ 35.00	\$ 105.00	\$ 25.00	\$ 75.00
TOTAL AMOUNT BID					\$ 100,476.00		\$ 129,475.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance/Personnel Committee to Approve Police Request for \$5,000 Transfer from Undesignated Reserves for Squad Replacement.

The purpose of the request is to replace a 2014 Ford Taurus traffic squad that was suddenly and permanently disabled when its driver was involved in a traffic crash on February 19, 2018. The vehicle was totaled and the city received \$12,900 from the insurance company. The potential replacement squad is an identical vehicle except it is a 2018 model. The new squad costs about \$30,000, and with some additional costs to change the equipment over brings the total cost to about \$35,000.

The department will again lease the vehicle from Ford Municipal Leasing and will own the vehicle at the end of the lease. There will be a small interest charge and a processing fee bringing the total amount to about \$35,700. The \$35,700 will be split between two years (and budgets) with the first payment made up front. Thus, the first payment will be about \$17,850 as will the second payment that is made in 2019.

The police department is requesting up to \$5,000 from the undesignated reserve fund to pay the remainder of the first year lease payment on a replacement squad (\$17,850 minus the insurance payoff of \$12,900 equals \$4,950). The unforeseen squad replacement was not identified in the police portion of the 2018 budget. We are requesting only up to \$5,000 in assistance.

At the March 13, 2018 Finance and Personnel Committee meeting, the committee recommended approval of the request and to move it to the common council. Please let me know if you have any questions about the lease arrangements or process. Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Finance/Personnel Committee to
Approve Public Works Department Organizational Changes

The proposed organizational changes were approved as recommended at the March 13 Finance/Personnel Committee Meeting.

ATTACHMENTS:

- Public Works Department Organizational Changes 3-2-18 (DOC)
- Public Works Department Organizational Changes 3-2-18 (PPTX)
- Organizational changes (PDF)

City of De Pere

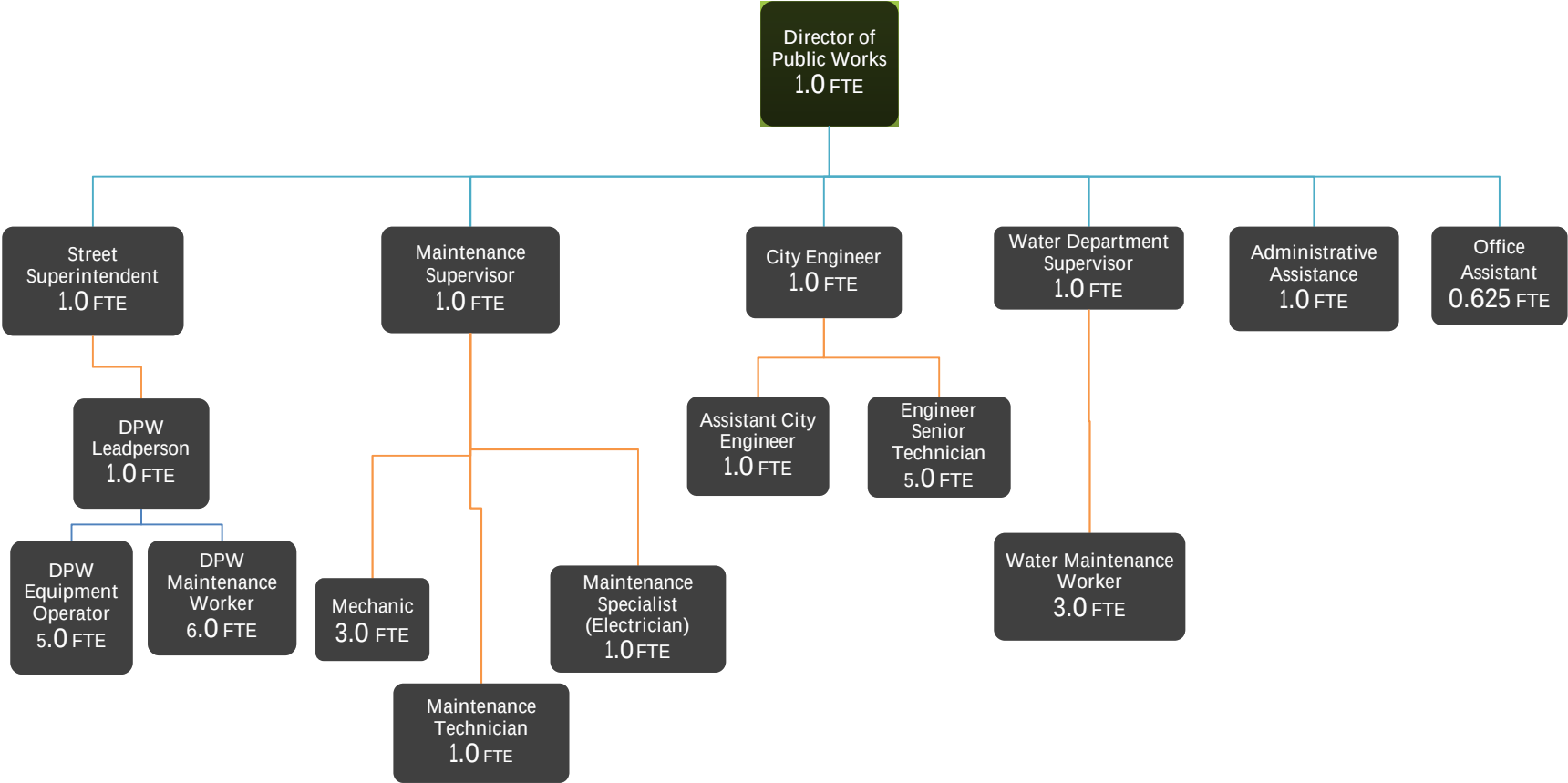
Public Works Department

Memo

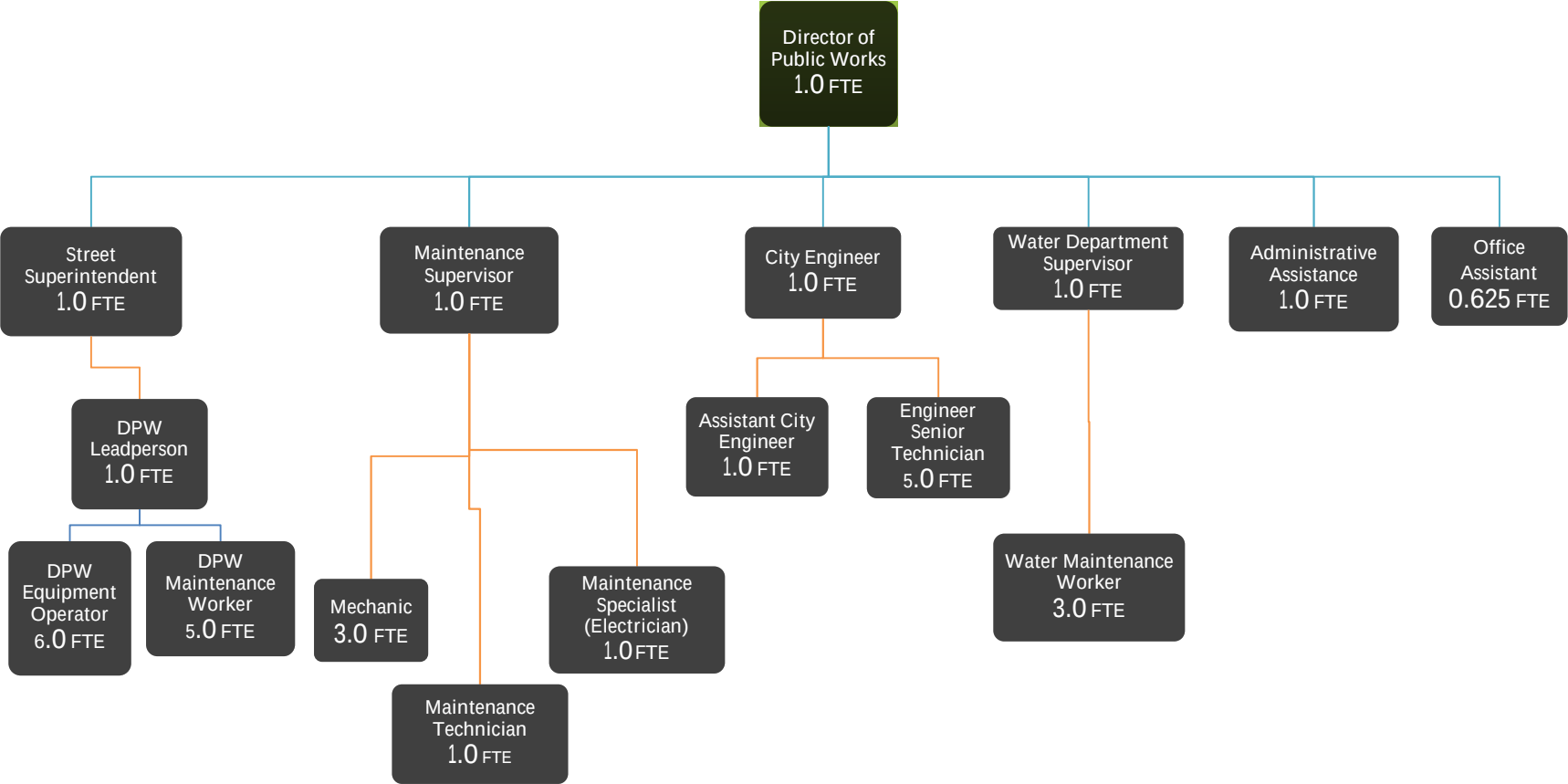
To: Honorable Mayor Walsh
Finance/Personnel Committee
From: Scott J. Thoresen, Director of Public Works
Shannon Metzler, Human Resources Director
Date: March 7, 2018
Subject: Consider Public Works Department Organizational Changes

We currently have a vacancy in the street department for a DPW Maintenance Worker position. As part of the recruitment process for this position, staff evaluated the operational needs for the existing public works organizational structure and whether changes should be made. In reviewing the current operations and our recently approved organizational changes on 12/19/17 (see attached), it has been determined there is a need to reclassify an existing DPW Maintenance Worker position to a DPW Operator position. The original organizational structure prior to 12/19/17 (see attached) had six (6) DPW operator positions and it was changed to five (5) DPW Operator positions. In reviewing the street department operations, we really need to have six (6) DPW Operator and five (5) DPW Maintenance Worker positions. Staff is recommending revisions to the public works organizational structure to have six (6) DPW Operators and Five (5) DPW Maintenance Workers. (See attached proposed public works organizational structure). The addition of the proposed DPW Operator position will be assumed by a current street department employee. There is no impact for the 2018 budget with the proposed street department organizational changes. As part of these changes we will still pursue recruiting for a DPW Maintenance Worker.

CURRENT PUBLIC WORKS ORGANIZATION STRUCTURE
COUNCIL APPROVED
12/19/17



PROPOSED PUBLIC WORKS ORGANIZATION STRUCTURE



City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Finance/Personnel Committee

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

Date: December 12, 2017

Subject: Public Works Department Organizational Changes

June 30, 2017 The City's Street Superintendent retired from the City. The Street Department Foreperson was promoted to the Street Superintendent position. As part of the recruitment process for the Street Foreperson and planning for the 2018 budget, staff evaluated the existing public works organizational structure and whether changes should be made. Staff is recommending the following changes to the public works department:

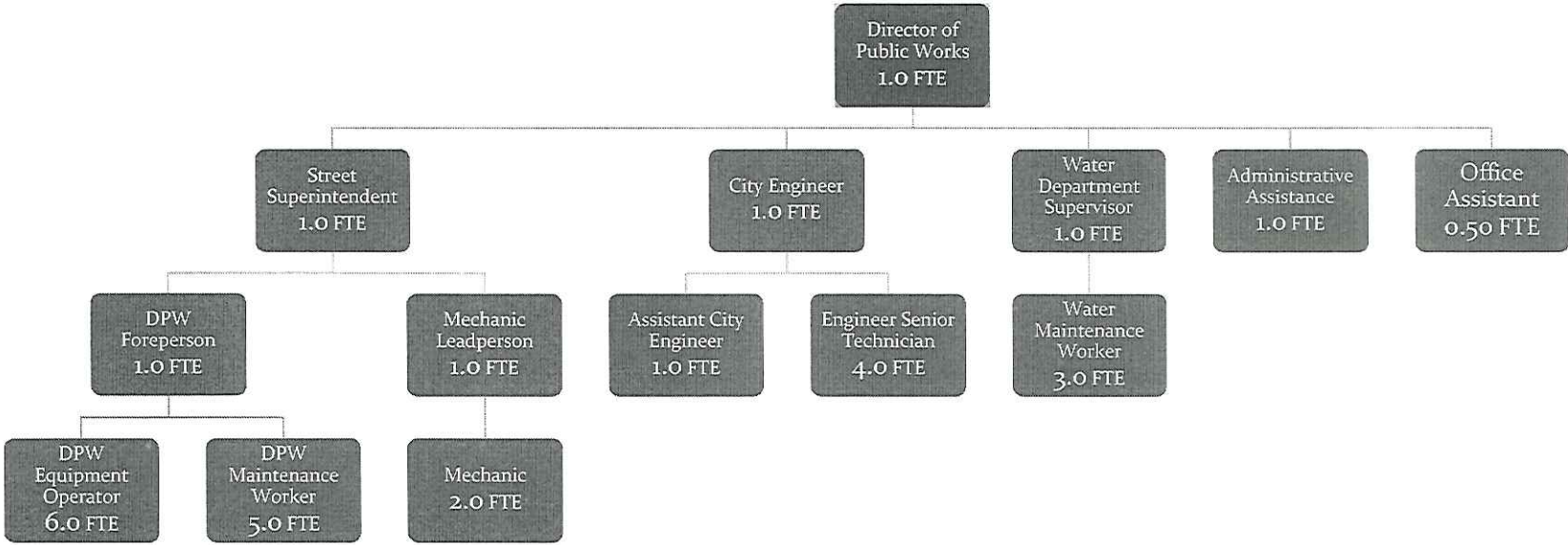
- Create a new position called Maintenance Supervisor. The Mechanic Leadperson would assume this role. The position would be responsible for both the fleet maintenance and building maintenance areas. This would be a salaried management position.
- Eliminate the Mechanic Leadperson position. Duties of this position would be covered under the Maintenance Supervisor position.
- Eliminate the Street Foreperson position. The administrative duties of this position would be covered by the Street Superintendent.
- Create a lead person position in the Street Department that would cover some of the field duties of the Street Department Foreperson such as answering phone and radio calls from the street department employees when Street Superintendent is not available. This responsibility would be assumed by a current street department employee.
- Managing fleet maintenance would be moved from the Street Superintendent to the Maintenance Supervisor.
- One additional Public Works Maintenance Worker will be added to the street department to replace the Street Foreperson. This will keep the total number of employees in street department at twelve (12) employees.
- One Mechanic position will be added to fleet maintenance as requested in the 2018 budget.
- One Engineering Technician position will be added to the Engineering Department as requested in the 2018 budget.

- Additional hours added to the Office Assistant position in public works as requested in the 2018 budget. This will increase the hours from twenty (20) to twenty-five (25) per week.

The estimated savings for the 2018 budget is approximately \$7,000 for the above mentioned changes to the public works department. The added positions requested in the 2018 budget are not reflected in the savings because they would occur regardless if the reorganization were to happen.

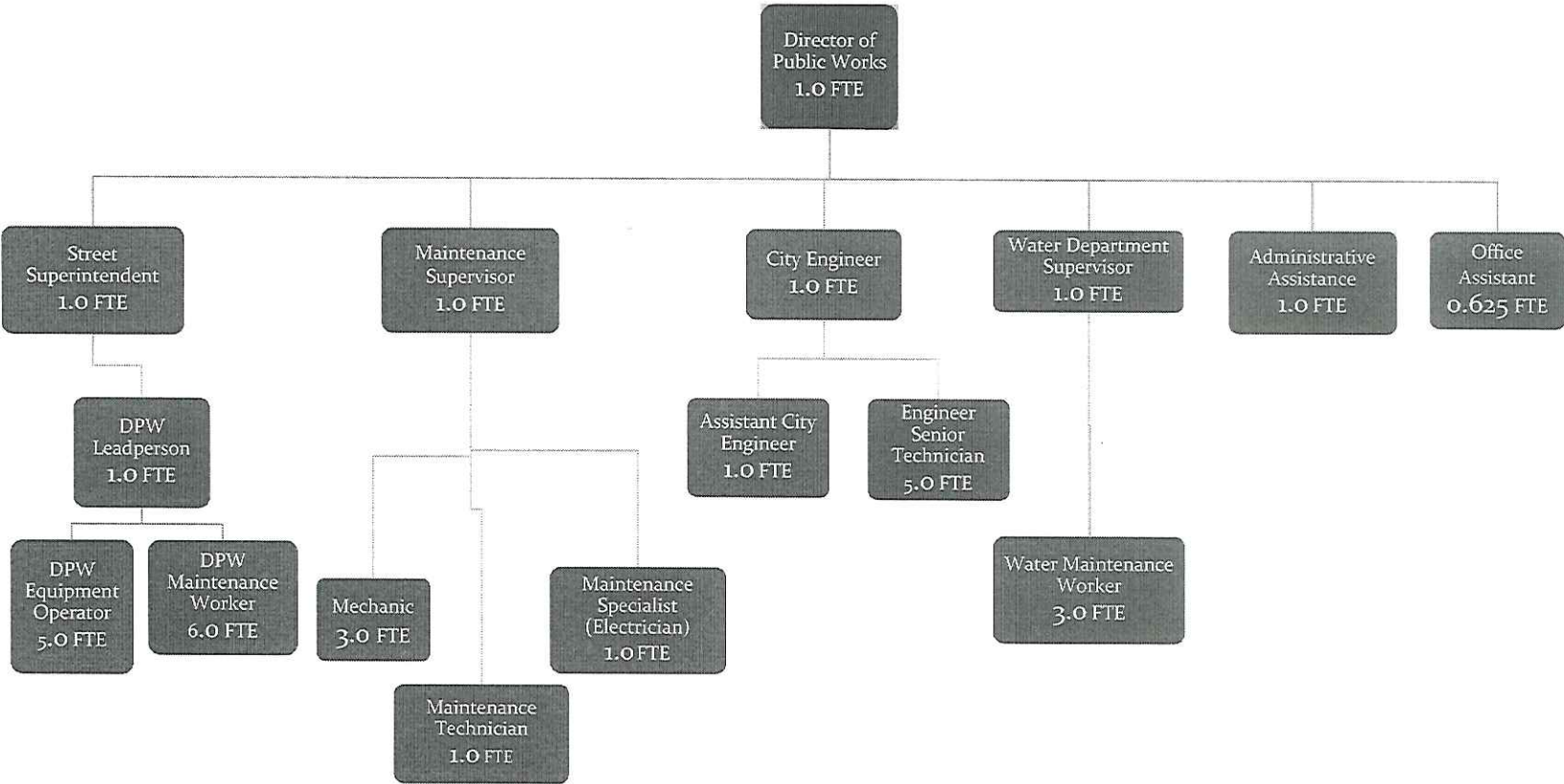
EXISTING PUBLIC WORKS ORGANIZATION STRUCTURE

PRIOR 12/19/17



PROPOSED PUBLIC WORKS ORGANIZATION STRUCTURE

Approved 12/19/17



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Premises Description Change for Baffidilucio, LLC from 363 Main Av to 109 N. Broadway.

A Class "B" fermented malt beverage/"Class B" intoxicating liquor license was issued to Baffidilucio, LLC at 363 Main Av on December 19, 2017. Since that time an existing license holder, The Green Room Lounge, moved in to that space. Owner Andrew Krans wishes to change the premises description for this license to another property located at 109 N. Broadway.

ATTACHMENTS:

- Baffidilucio LLC_3-20-18 (PDF)

PREMISES DESCRIPTION CHANGE

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning MARCH 21st 20 2018
ending JUNE 30 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } Delore
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individuals/partners give last name, first, middle; corporations/limited liability companies give registered name):
- BAFFIDILUCIO, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>ANDREW KRAUS</u>	<u>Delore, WI</u>	<u>54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent			
Directors/Managers			

3. Trade Name
- 109 N. Broadway
- Business Phone Number
- 920-371-5032

4. Address of Premises
- 109 N. Broadway
- Post Office & Zip Code
- 54115

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

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant?
- ☐
- Yes
- ☒
- No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?
- ☐
- Yes
- ☒
- No

8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?
- ☐
- Yes
- ☒
- No

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- 1,500 SQFT

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No

- (b) If yes, under what name was license issued?
- DANCERS, INC.

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No

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

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

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of March, 20 18Carey E. Dan
(Clerk/Notary Public)My commission expires 4-30-21[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-1-18</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #18-20 Urging State Legislators to Give Full Consideration to, and Ultimately Adopt Enhanced Safety Measures Relating to Firearms and Ammunition ((PLEASE NOTE: Ald. Nelson, sponsor of the resolution, is expected to make a motion to refer this item back to staff.))

At its meeting on March 13, the Finance/Personnel Committee approved this item with a vote of 3-1.

ATTACHMENTS:

- Reso18-20 (DOCX)

RESOLUTION #18-20

URGING STATE LEGISLATORS TO GIVE FULL CONSIDERATION TO, AND
ULTIMATELY ADOPT ENHANCED SAFETY MEASURES RELATING TO
FIREARMS AND AMMUNITION

WHEREAS, the federal government has been unwilling to adopt meaningful gun safety reform, providing the impetus for states to address ways to prevent mass shootings on their own; and

WHEREAS, the State of Wisconsin has refused to enact meaningful gun reform measures that would work to prevent mass tragedies frequently seen across the nation; and

WHEREAS, Wis. Stats. §66.0409 preempts municipalities from enacting gun regulation or reform measures more stringent than state statutes; and

WHEREAS, children across the nation live with the constant threat of an active shooter while attending school, while state elected officials continue to refuse to make meaningful policy changes that could lessen the frequency of these tragedies; and

WHEREAS, all citizens of our country face the threat of an active shooter when in a public space due to the ease in which high powdered firearms designed for warfare and high capacity magazines can be bought and sold; and

WHEREAS, under current state law, firearms can be purchased privately without a background check, increasing the ability of those with nefarious intentions or criminal backgrounds to obtain firearms; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval of the same.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere hereby petitions the legislature of the State of Wisconsin to give full consideration to, and ultimately adopt enhanced safety measures related to the buying and selling of firearms and ammunition. Specific reforms could include strengthened background checks for all gun purchases, magazine capacity limitations and an increase in the minimum age requirement to purchase any type of firearm.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to provide a copy of this Resolution to the Governor Scott Walker, Senators David Hansen and Robert Cowles, and Assembly Representatives John Macco, David Steffen, and Andre Jacque.

Resolution #18-20

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

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

March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #18-21 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 12, 2018 meeting approve the MS4 General Permit report for submittal to the Common Council and the Wisconsin Department of Natural Resources.

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2017 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 2017 to meet our MS4 General Permit for storm water discharge. Highlights from the 2017 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.
- Cleaned and televised 47,000 linear feet of storm sewer.
- Fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.
- Inspected all storm water management ponds in the City.

As part of the 2017 plan, the City is required to submit a storm water management implementation plan to show how the City will meet the Total Maximum Daily Loads (TMDL's) allocated by the WDNR. Staff is still completing this plan and will have for the submittal to the WDNR at the end of this month. The implementation plan will be brought back to the Board of Public Works in the future.

ATTACHMENTS:

- Reso18-21 (DOCX)
- MS4-Attachment_1 (PDF)
- MS4 Permit-MS0307 (PDF)

RESOLUTION #18-21

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 31st 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, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2018.

APPROVED:

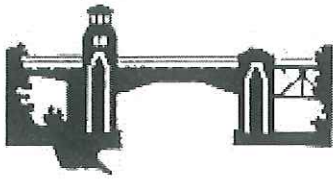
Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

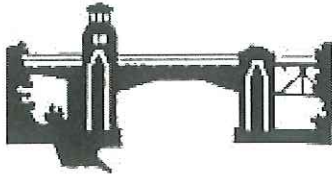


Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Construction Site Pollution Control Summary

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. Inspections were completed on public and private construction sites throughout the City. The City completed 181 inspections on private construction projects. The City completed 46 inspections on public construction projects.



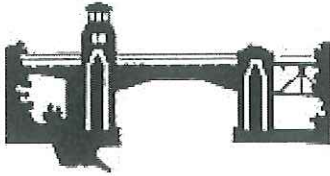
Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Illicit Discharge Detection and Elimination Summary

Three years ago, the City switched from completing IDDE reviews from 20% major outfalls each year to completing the entire City every five years. The City reviews majority of minor outfalls and televised 10% of the storm sewer in 2017. All major outfalls were reviewed in 2016. All ponds and drainage swales were inspected in 2017.

The City televised 20% of the sanitary sewer to identify leaks for repair. 10,000 linear feet of sewer main was relaid or lined in 2017.



Memorandum

To: Wisconsin Department of Natural Resources

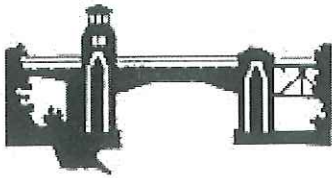
From: Jenna LaRoche, City of De Pere Engineering

Re: MS4 Permit Annual Report

Date: March 7, 2018

Leaf and Yard Waste Management

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 2017. The City conducted 3 rounds of leaf pick up in the spring and 9 rounds in the fall. All City streets were swept at the end of the season.



Memorandum

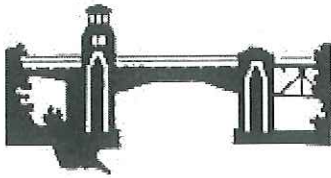
To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Municipal Cooperation

The City and the Town of Ledgeview have several agreements regarding storm water. The City is responsible for the O'Keefe Walkway swale and drainage pipe maintenance, the Town shares in costs associated with the system.

The City accepts storm water from the Town draining into the East River Detention Basin. The City maintains the basin while the Town shares in maintenance costs.

The Town constructed a drainage system known as Ryan Road. The Town maintains the pond while the City shares in maintenance costs.



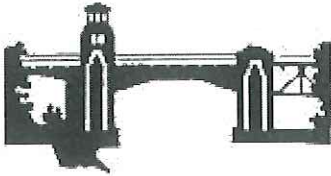
Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Municipal Facility Inspections

All City ponds were inspected in 2017. A summary of the inspections is included in the attachments. The majority of the maintenance activities required were completed. All sites are inspected annually. The downtown area was swept weekly. Approximately 220 catch basins were cleaned. 343 tons of debris was collected from street sweeping. The material was taken to the landfill.

The Municipal Service Center is swept weekly. 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. Street department personnel pollution prevention discussion is completed approximately monthly from late spring to early fall. Engineering staff discusses erosion control approximately monthly from April through October at one of the weekly staff meetings. Spill kits are located in Unit B for the fuel pump area and waste oil collection area.



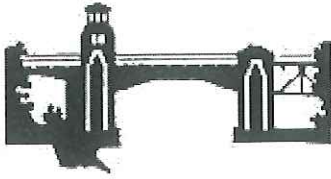
Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Pollution Prevention Summary

The post construction storm water management program consists of several actions. One tenth of the City storm sewer was cleaned and televised in 2017. The City completed pond and drainage swale inspections in 2017. A summary of the inspections is included in the attachments. The majority of the maintenance activities required were completed. All sites are inspected annually. The downtown area was swept weekly. Approximately 220 catch basins were cleaned. 343 tons of debris was collected from street sweeping. The material was taken to the landfill.

The Municipal Service Center is swept weekly. 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. Street department personnel pollution prevention discussion is completed approximately monthly from late spring to early fall. Engineering staff discusses erosion control approximately monthly from April through October at one of the weekly staff meetings. Spill kits are located in Unit B for the fuel pump area and waste oil collection area.

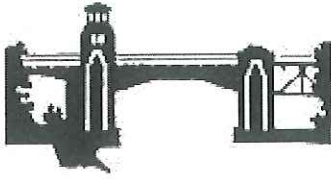


Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Post-Construction Storm Water Management Summary

The post construction storm water management program consists of several actions. The City continues to install storm water management facilities in conjunction with other projects. The City constructed a new pond at Optimist Park. The pond treats 47.6 acres and 88% TSS removal. Maintain the City Municipal Code, Chapter 29, to meet WDNR standards. All City ponds were inspected in 2017. Letters on maintenance were submitted to private entities. The majority of private work is complete and will be reinspected in 2018. The City requires documentation that private facilities were built to the design. Maintenance agreements are required for private facilities.



Memorandum

To: Wisconsin Department of Natural Resources

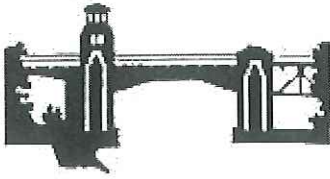
From: Jenna LaRoche, City of De Pere Engineering

Re: MS4 Permit Annual Report

Date: March 7, 2018

Public Education and Outreach Summary

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. Serve on the NEWSC Board and be an active member. The City Engineer actively participated in NEWSC as the treasurer in 2017. 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. Storm water information banners were placed on fences at Legion, Optimist, Southwest, and VFW Parks.

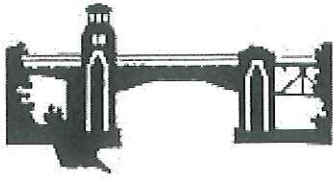


Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Public Involvement and Participation Summary

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. The City Engineer actively participated in NEWSC as the treasurer in 2017.



Memorandum

To: Wisconsin Department of Natural Resources
From: Jenna LaRoche, City of De Pere Engineering
Re: MS4 Permit Annual Report
Date: March 7, 2018

Winter Road Maintenance

The City utilizes salt brine and road salt. Salt brine is placed prior to snow and ice events. Salt is pre-wet before placing. Snow is disposed at 1051 N. Broadway and 200 Main Avenue. The City has reduced salt placement over the last several years by pre-storm anti-icing and pre-wetting of salt. Equipment was calibrated in 2016 for maximum placement of 200 pound per lane mile. Staff monitors road temperature to manage salt use. As temperatures increase, salt usage is reduced. A summary of the anti-icing and pre-wetting quantities for the 2016-2017 snow season is included.

Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Submittal Type: Annual Report

Project Name: MS4 Permit

County: Brown

Municipality: De Pere City

Facility Number: 31088

Reporting Year: 2017

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Attach the following items as appropriate using the attachments tab above
 - Construction Site Pollution Control Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Cooperation Attachment
 - Municipal Facility Inspections
 - Pollution Prevention Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Storm Water Consortium/Group Report
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Winter Road Maintenance
 - Other Annual Report Attachment
- Complete all required forms and upload required attachments
- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (09/17)

Municipal Contact Information- Complete

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 (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. 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.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality De Pere City

Facility ID # or (FIN): 31088

Updated Information: ☐ Check to update mailing address information

Mailing Address: 925 S. Sixth Street

Mailing Address 2:

City: De Pere

State: Wisconsin

Zip Code: 54115 xxxxx or xxxxx-xxxx

Does the municipality rely on another government entity to satisfy some of the permit requirements?

☐ Yes ☒ No ☐ Unsure

Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No ☐ Unsure

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

☐ Select to **create new** primary contact

First Name: Eric

Last Name: Rakers

☒ Select to **update** current contact information

Title: City Engineer

Mailing Address: 925 S. Sixth St

Mailing Address 2:

City: De Pere

State: WI

Zip Code: 54115 xxxxx or xxxxx-xxxx

Phone Number: 920-339-8304 Ext: xxx-xxx-xxxx

Email: erakers@mail.de-pere.org

Additional Contacts Information (Optional)

1.14.c

**Individual with responsibility for:
(Check all that apply)**

- ☐ I&E Program
- ☐ IDDE Program
- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

Missing Information

Attachment: MS4 Permit-MS0307 (6781 : Resolution #18-21 Authorizing 2017 Annual Report for WDNR MS4 General Permit)

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events). Quantity and Estimated People reached are both optional.

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
-----------	------------------------	-----------------------------------	--------------------------------

Topic: Detection and elimination of illicit discharges

Passive print media (brochures at front desk, posters, etc.) Select... ☒ Yes ☐ No

Targeted group training (contractors, consultants, etc.) Select... ☒ Yes ☐ No

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices

Passive print media (brochures at front desk, posters, etc.) Select... ☒ Yes ☐ No

Government event (public hearing, council meeting, etc.) Select... ☒ Yes ☐ No

Workshops Select... ☒ Yes ☐ No

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides

Passive print media (brochures at front desk, posters, etc.) Select... ☒ Yes ☐ No

Active distribution of print media (mailings, newsletters, etc) Select... ☐ Yes ☒ No

Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways

Website Select... ☒ Yes ☐ No

Passive print media (brochures at front desk, posters, etc.) Select... ☒ Yes ☐ No

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Passive print media (brochures at front desk, posters, etc.) Select... ☒ Yes ☐ No

Website

Select...

☒ Yes ☐ No

1.14.c

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
-----------	------------------------	-----------------------------------	--------------------------------

Topic: 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

Targeted group training (contractors, consultants, etc.)

Select...

☐ Yes ☒ No

Targeted group training (contractors, consultants, etc.)

Select...

☒ Yes ☐ No

Topic: 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

Did not focus on this topic this reporting year

Select...

☐ Yes ☐ No

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Other

Select...

☐ Yes ☒ No

Topic: Other (describe): Storm Water Management Plan

Government event (public hearing, council meeting, etc.)

Select...

☐ Yes ☒ No

b. Any other Public Education and Outreach program information for inclusion in the Annual Report may be added here or attached on the attachments page.

Member of NEWSC (Northeast Wisconsin Storm Water Consortium), active involvement on the Board.

Missing Information

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff apprised of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Michael Walsh

Scott Thoresen

Appropriate Staff

Eric Rakers

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events). Quantity and Estimated People reached are both optional.

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
-----------	------------------------	-----------------------------------	--------------------------------

Topic: Storm Water Management Plan and/or updates

Government Event (Public Hearing, Council Meeting, etc)

Select...

☐ Yes ☒ No

Presentation of Storm Water Information

Select...

☐ Yes ☒ No

Topic: Storm water related ordinance and/or updates

Website

Select...

☐ Yes ☒ No

Topic: MS4 Annual Report

Government Event (Public Hearing, Council Meeting, etc)

Select...

☐ Yes ☒ No

Website

Select...

☐ Yes ☒ No

Topic: Volunteer Opportunities

None

Select...

☐ Yes ☐ No

Topic: Other (describe) :

Select...

Select...

☐ Yes ☐ No

c. Any other Public Involvement and Participation program information for inclusion in the Annual Report may be added here or attached on the attachments page

Member of NEWSC (Northeast Wisconsin Storm Water Consortium), active involvement on the Board.

Missing Information

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 3 : Complete**3. Illicit Discharge Detection and Elimination**

- a. How many total outfalls does the municipality have? ☐ Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? ☐ Unsure
- c. How many were confirmed illicit discharges? ☐ Unsure
- d. How many illicit discharge complaints did the municipality receive? ☐ Unsure
- e. How many were confirmed illicit discharges? ☐ Unsure
- f. How many of the identified Illicit discharges did the municipality eliminate in the reporting year? ☐ Unsure
- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? ☐ Unsure
- ☒ Verbal Warning
- ☐ Written Warning (including email)
- ☐ Notice of Violation
- ☐ Civil Penalty/ Citation
- h. Any other Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report may be added here or attached on the attachments page.

Missing InformationDo not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 4 : Complete**4. Construction Site Pollutant Control**

- a. How many total construction sites were active at any point in the reporting year? ☒ Unsure
- b. How many construction sites did the municipality issue permits for in the reporting year? ☐ Unsure
- c. Do the above numbers include sites <1 acre? ☒ Yes ☐ No ☐ Unsure
- d. How many erosion control inspections did the municipality complete in the reporting year? ☐ Unsure
- e. What types of enforcement actions does the municipality have available ☐ Unsure

to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

☐ Verbal Warning	
☒ Written Warning (including email)	27
☐ Notice of Violation	
☐ Civil Penalty/ Citation	
☐ Stop Work Order	
☐ Forfeiture of Deposit	
☐ No Authority	
☐ Other - Describe below	

- f. Any other Construction Site Pollutant Control program information for inclusion in the Annual Report may be added here or attached on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many new construction sites with new structural storm water management practices have received local approvals ? ☐ Unsure
- b. How many privately owned storm water facility inspections were completed in the reporting year ? ☐ Unsure

- c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ Verbal Warning	
☒ Written Warning (including email)	9
☐ Notice of Violation	
☐ Civil Penalty/ Citation	
☐ Forfeiture of Deposit	
☐ Complete maintenance	
☐ Bill responsible part	
☐ No Authority	

☐ Other - Describe below

- d. Any other Post-Construction Storm Water Management program information for inclusion in the Annual Report may be added here or attached on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities ? ☐ Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year? ☐ Unsure
- d. How many of these facilities required maintenance? ☐ Unsure
If so, attach report on attachments page.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- e. How many inspections of municipal properties been conducted in the reporting year? ☒ Unsure
- f. Have amendments to the SWPPPs been made? ☐ Yes ☒ No ☐ Unsure

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- g. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- h. If known, how many tons of material was removed? ☐ Unsure
- i. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes
☐ No - Explain _____
☐ Not Applicable
☐ Unsure

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- j. Did the municipality conduct catch basin sump cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- k. How many catch basin sumps were cleaned in the reporting year? ☐ Unsure
- l. If known, how many tons of material was removed? ☒ Unsure
- m. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
☐ Yes
☐ No - Explain

☒ Not Applicable
☐ Unsure

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- n. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- o. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- Where are the residents directed to store the leaves for collection?
☒ Pile on terrace ☐ Pile in street ☐ Bags on terrace ☐ Unsure
☐ Other - Describe

- p. What is the frequency of collection?
 1-2 weeks
- q. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- r. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure
- s. Provide amount of de-icing products used by month last winter season?
 Solids (tons) (ex. sand, or salt-sand)
 Oct Nov Dec Jan Feb March*
 Liquids (gallons) (ex. brine)
 Oct Nov Dec Jan Feb March*
- t. Was salt applying machinery calibrated in the reporting year? ☐ Yes ☒ No ☐ Unsure
- u. Have municipal personnel attended salt reduction strategy training in the reporting year? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided:

1.14.c

When:

How many attended:

Internal (Staff) Education & Communication

- v. Have training or education on SWPPPs for municipal facilities been held for municipal or other personnel? ☐ Yes ☐ No ☒ Unsure

If yes, describe what training was provided

When:

How many attended:

Additional Pollution Prevention Information

- w. Any other Pollution Prevention program information for inclusion in the Annual Report may be added here or attached on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Form 3400-224 (09/17)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? ☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☒ Storm water treatment facilities
- ☒ Storm pipes
- ☐ Vegetated swales
- ☐ Outfalls
- ☒ Other - Describe below

Slight modification to basins and sub-basins to match field reviews.

- b. Any other Storm Sewer System Map information for inclusion in the Annual Report may be added here or attached on the attachments page.

Attachment: MS4 Permit-MS0307 (6781 : Resolution #18-21 Authorizing 2017 Annual Report for WDNR MS4 General Permit)

Do not close your work until you SAVE.

Form 3400-224 (09/17)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	-------------------------	-----------------

Element: Public Education and Outreach

12,911	11402	18,655	<u>Storm water utility</u>
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Element: Public Involvement and Participation

12,911	11402	18655	<u>Storm water utility</u>
--------	-------	-------	----------------------------

Element: Illicit Discharge Detection and Elimination

6787	7227	10057	<u>Storm water utility</u>
------	------	-------	----------------------------

Element: Construction Site Pollutant Control

46464	46277	96110	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Post-Construction Storm Water Management

100990	98373	110215	<u>Storm water utility</u>
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Element: Pollution Prevention

1294877	1286923	1411992	<u>Storm water utility</u>
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Element: Storm Water Quality Management

304770	301752	79694	<u>Storm water utility</u>
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Element: Storm Sewer System Map

12906	13346	15355	<u>Storm water utility</u>
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Other (describe)

Select...

Water Quality

- a: Were there any known water quality improvements or degradation in the receiving waters to which the municipality’s storm sewer system directly discharges to?
☐ Yes ☒ No ☐ Unsure If Yes, explain below:
- b: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?
☐ Yes ☒ No ☐ Unsure
- c: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?
☒ Yes ☐ No ☐ Unsure

Additional Information

Based on the municipality’s storm water program evaluation in Part II, describe any proposed changes to the municipality’s storm water program.

Do not close your work until you SAVE.

Form 3400-224 (09/17)

Requests for Assistance on Improving Permit Programs

Would municipality like the Department to contact them about providing more information on developing or improving any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement
- ☐ Illicit Discharge Detection and Elimination
- ☐ Post-Construction Storm Water Management
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Construction Site Pollutant Control
- ☐ Pollution Prevention
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Attach Documents

AR CSPCFIN

 File Attachment

[ConstructionSitePollutionControlSummary.docx](#)

AR IDDEFIN

 File Attachment

[IllicitDischargeDetectionandEliminationSummary.docx](#)

AR LeafYardMgmtFIN

 File Attachment

[LeafandYardWasteManagement.docx](#)

AR MuniCoopFIN

 File Attachment

[MunicipalCooperation.docx](#)

AR MuniFacInspFIN

 File Attachment

[MunicipalFacilityInspections.docx](#)

AR PPFIN

 File Attachment

[PollutionPreventionSummary.docx](#)

AR PCSSWFIN

 File Attachment

[Post-ConstructionStormWaterManagement.docx](#)

AR EOFIN

 File Attachment

[PublicEducationandOutreach.docx](#)

AR IPFIN

[PublicInvolvementandParticipationSummary.docx](#)

 File Attachment
AR_WintRdMainFIN
 File Attachment

[WinterRoadMaintenance.docx](#)
AR_WintRdMainFIN
 File Attachment

[SNOWSEASONREPORTLOG-2016-2017.xlsx](#)
AR_CSPCFIN
 File Attachment

[ErosionControlSitePlanInspectionTracking.xlsx](#)
AR_PPFIN
 File Attachment

[ALWAYSSAVEStormwaterInspectionMastersheet.xlsx](#)
AR_SWMapFIN
 File Attachment

[StormWaterBasins.pdf](#)

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Do not close your work until you **SAVE**.

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under De Pere City MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal 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.

Signee (must check current role prior to accepting terms and conditions)

- ☐ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3500-123) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Authorized Signature.

☐ I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #18-22 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2018 Lift Station Design and Storm Water Pond Review and Design).

The Board of Public Works at the March 12, 2018 meeting approved the quote from Robert E. Lee & Associates, Inc. for the 2018 Lift Station Design and Storm Water Pond Review and Design for \$37,350. Funds for this work are budgeted in TID 10, TID 12, and developer costs for new subdivisions.

The Engineering Department received proposals for lift station design and storm water pond review and design to be completed in conjunction with the construction of a new subdivision on the City's east side. The following three quotes were received for consideration:

Firm	Estimate
Robert E. Lee & Associates, Inc.	\$37,350
Cedar Corporation	\$44,600
GRAEF-USA, Inc.	\$47,050

ATTACHMENTS:

- Reso18-22 (DOCX)
- Consultant Agreement-RELee(Lift Station Design and Storm Water Pond Review)3-9-18-189-003-18 (PDF)
- Exhibit A-RELee Consulting Agreement (PDF)
- Exhibit B - RE Lee Proposal Lift Station and Pond (PDF)
- Cedar Proposal Lift Station and Storm Water Pond Design 2.22.18 (PDF)
- Graef Proposal Lift Station and Pond (PDF)

RESOLUTION #18-22

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2018 Lift Station Design and Storm Water Pond Review and Design)

WHEREAS, the City is in need of contracting with an engineering firm to perform various tasks to accommodate a new residential subdivision, including temporary sanitary sewer lift station work and storm water treatment analyses and design work; and

WHEREAS, Robert E. Lee Associates, Inc. has available and offers to provide personnel and professional assistance necessary to accomplish the lift station design and storm water pond review and design within the required timeframe.

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 Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.**

**2018 Lift Station Design
and
Storm Water Pond Review and Design**

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of an engineering firm to perform various tasks to accommodate a new residential subdivision, including temporary sanitary sewer lift station work and storm water treatment analyses and design work; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto, dated February 22, 2018 (Exhibit B), 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 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 agrees to provide Consultant with such information concerning the three components of the project, including but not limited to, subdivision layout and design, parcel information, existing utility plans for adjacent roadways, drainage basin information, topographical surveys, existing pond information and reports and design studies as are applicable, more fully 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, drawings, specifications and other documents 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 City's confidential information. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding

such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence for completion of the project as required under 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. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

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

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

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, mediation 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

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended 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:

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

If to Consultant:

Robert E. Lee & Associates, Inc.
Attn: Jared G. Schmidt, P.E., V.P.
1250 Centennial Centre Boulevard
Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC. CITY OF DE PERE, WISCONSIN

By: _____
 Name: Jared G. Schmidt, P.E. V.P
 Civil/Municipal Engineering Manager

By: _____
 Michael J. Walsh, Mayor

By: _____
 Name: _____

By: _____
 Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Consultant Agreement-RELee(Lift Station Design and Storm Water Pond Review)3-9-18-189-003-18.docx

Request for Proposals For 2018 Lift Station Design and Storm Water Pond Review and Design

The City of De Pere would like to invite your firm to submit a proposal for the following design services:

- Design a new temporary lift station to accommodate a new subdivision development
- Resize an existing storm water treatment pond to accommodate a new subdivision development
- Analyze existing storm water ponds within the City's Business and Industrial Parks to confirm the TSS removal rates.

Your proposal must be submitted to our office by Thursday, February 22, 2018 at 4 pm. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org. **Updates and corrections to the request for proposals are shown in red below.**

GENERAL INFORMATION:

The 2018 lift station design and storm water pond review and design consists of three separate components. General information is as follows:

A. Temporary Lift Station Design

This part of the project involves the design of a new temporary **submersible** lift station to accommodate a new subdivision to be built at Parcel R-27-1 on the City of De Pere's southeastern corner. This parcel is 23.48 acres in size and will serve residential homes, duplexes, and multi-family development. **The City anticipates the corresponding force main for this lift station to discharge in the 10-inch sanitary sewer main on Diversity Drive approximately 450 feet from the intersection of Diversity Drive and Ryan Road. The lift station will be designed to have emergency power via a portable generator or a portable pump for emergencies.**

B. Storm Water Pond Resizing (Basin ER130)

This part of the project involves the resizing of the storm water management pond located at parcel ED-R28-2. The existing pond is currently owned and maintained by the Unified School District of De Pere. Resizing of the pond is needed to accommodate the storm water runoff that would be generated by a new subdivision at Parcel R-27-1 to the west of the pond. This parcel is 23.48 acres in size. The pond is to be designed to treat 80% TSS.

C. Analysis of City of De Pere Storm Water Ponds

The City has multiple ponds within its business parks that provide storm water treatment. The following basins were reviewed as part of an overall study in 2015. Based on pond surface areas, these ponds were modeled below anticipated treatment rates:

- West Industrial Park storm water pond chain (Basins AC100B & AC100D)
- East Industrial Park storm water pond (Basin ER110A)
- East Industrial Park storm water pond (Basin FE240C) – **The City has existing plans from when this pond was resized in 2012. The City was remodeled in 2015/2016. Based on this 2015/2016 model the pond treats to slightly less than 80%. Verify sizing based on current drainage basin from this report.**

SCOPE OF SERVICES:

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

A. Lift Station Design

Consultant services include:

- Complete the final design of the lift station.
- Provide detailed plans and details for the lift station construction for inclusion in the City project.
- Provide technical specifications.
- Provide bid items and cost estimate.
- Prepare and submit permits for the lift station.
- **Sizing of the force main based on the lift station design, length and grade change. Including recommendations for the connection into the manhole on Diversity Drive.**
- **Make recommendations on portable generator or pump for emergencies.**
- **Include a recommendation of whether a Supervisory Control and Data Acquisition (SCADA) system should be tied to the lift station alarms. Include costs for construction and pros and cons for the implementation of the SCADA system.**
- **If the City chooses to install SCADA provide a design.**

Services are to also include construction administrative services for the Lift Station's construction. The City estimates approximately 40 hours of construction administration consisting of answering bidder's questions, shop drawing review, and on-site inspection.

B. Storm Water Pond Resizing (Basin ER130)

Consultant services include:

- Complete the final design of the storm water pond.
- Provide detailed plans and details for the storm water pond construction for inclusion in the City project.
- Provide technical specifications.
- Provide bid items and cost estimate.
- Prepare and submit permits for the storm water pond.
- Submit WRAPP Permit for Development.

C. Analysis of City of De Pere Storm Water Ponds

Consultant services include:

- Review and analyze the existing pond designs based on the existing elevations and pond surface area.
- If conflicts are found in TSS treatment percentages, recommend improvements or design changes to increase TSS removals to meet City goals.
- Provide memo with supporting documentation of the results.

Meetings

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

- Kickoff meeting, including a review of the sites.
- Preliminary design meeting.
- Final design meeting.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

This proposal will be taken to the Board of Public Works on March 5 and Common Council on March 13. Design for the lift station and storm water pond to accommodate the new subdivision is anticipated to take place during the months of April and May, 2018 with the final plans and specifications being included in a bid package for the construction of the new subdivision. The City anticipates advertising this project June 7 and 14 to open bids on June 28. It is anticipated that construction will start shortly thereafter on August 1.

The pond analysis shall be completed by June 28, 2018 as well.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's 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 sub consultants in prosecuting the work.

FEE:

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

DELIVERY:

The deliverables for the project includes the following:

1. Plans in AutoCAD and .pdf for insertion in the bid documents for the lift station and storm water pond resizing. The City will online bid the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding the lift station and storm water pond resizing in a word format.
3. Provide bid items, quantities, and an engineer's estimate for the lift station and storm water pond resizing. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the storm basins and subbasins areas used in modeling and analysis.
5. Provide design memos and associated calculations for the Business and Industrial Parks pond analysis.
6. Provide regulatory approvals.

The City will prepare the bid documents and bid the lift station and pond resizing project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant for the lift station and pond design:

1. Subdivision layout and lot sizing in a CAD format.
2. Parcel information in a CAD format.
3. Subdivision, lift station, and pond topographical survey.
4. Survey required to verify existing pond information.
5. Existing utility plans for adjacent roadways.
6. Drainage basin information in a CAD format.

The City will provide the following information to the consultant for the Business and Industrial Park pond analysis:

1. Existing reports and design studies.
2. Drainage basin information in a CAD format.
3. Parcel information in a CAD format.
4. Survey required to verify existing pond information.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Lift Station				
	1. Design	1	LS		
	2. Construction Administration	40	HR		
	3. SCADA Design (If chosen by the City)	1	LS		
B	Pond Resizing	1	LS		
C	Business and Industrial Park Pond Analysis				
	1. Basins AC100B & AC100D	1	LS		
	2. Basin ER110A	1	LS		
	3. Basin FE240C	1	LS		
D	Meetings	3	EA		
TOTAL					



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

February 22, 2018

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199
erakers@mail.de-pere.org

RE: Request for Proposal (RFP)
2018 Lift Station Design and Storm Water Pond Review and Design

Dear Mr. Rakers:

Robert E. Lee & Associates, Inc., (REL) greatly appreciates the opportunity to provide this proposal to assist the City of De Pere (the City) with the design of a temporary lift station and modeling of various storm water ponds within the City. REL has a great depth of experience in designing lift stations and was the original designer or has modeled all ponds included within this proposal with the exception of one pond. This experience provided our engineers with a tremendous amount of background to this project that will aid in our execution and completion of this project. Our objective is to effectively serve the City of De Pere, by providing a comprehensive design at a great value to the City.

As part of this project, REL intends to provide the services as noted within the RFP corrected on February 14th, 2018. We will complete the requested tasks to include the design of a temporary lift station, with outfall to the gravity line on Diversity Drive. As desired, REL will also assist with the incorporation of the lift station to communicate with the City's SCADA system. As part of the base lift station design, we are proposing to provide a dialer design, and a cellular system with the SCADA design which allows viewing through a web program. REL intends to self-perform all the work associated with the lift station, but will work with a partner for the electrical component associated with the lift station.

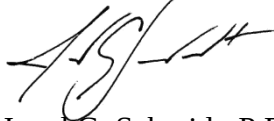
In addition to the lift station, REL will work with the City to resize Basin ER130, and generate construction documents to be incorporated into the City construction plans. REL was involved in the original design for this pond, in conjunction with the development of Altmeyer Elementary School, and has a firm understanding of its design and ability to serve additional acreage in the area. REL will also review the four additional ponds in the business and industrial parks. REL will remodel these ponds using available data and provide recommendations for improvements to each pond to help reach desired performance standards.

February 22, 2018
Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
Page 2

REL appreciates the opportunity to offer this proposal to the City of De Pere, and looks forward to continuing our long-standing relationship. Please feel free to contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

Proposed Fee Schedule

Company Name: Robert E. Lee & Associates, Inc.

Company Address: 1250 Centennial Centre Boulevard

Company Address: _____

Company Representative: Jared G. Schmidt, P.E., V.P., Civil/Municipal Engineering Manager

Signature: 

Fee (Total): \$37,350

Item	Description	Quantity	Unit	Unit Price	Amount
A	Lift Station				
	1. Design	1	LS		\$17,900
	2. Construction Administration	40	HR	\$100	\$4,000
	3. SCADA Design (If chosen by the City)	1	LS		\$1,250
B	Pond Resizing	1	LS		\$7,800
C	Business and Industrial Park Pond Analysis				
	1. Basins AC100B & AC100D	1	LS		\$2,200
	2. Basin ER110A	1	LS		\$1,650
	3. Basin FE240C	1	LS		\$1,200
D	Meetings	3	EA	\$450	\$1,350
TOTAL					\$37,350

February 22, 2018

Chase K. Kuffel, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design and Consulting Services Proposal
City of De Pere – 2018 Lift Station Design and Storm Water Pond Review and Design

Dear Chase:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere with design and consulting services for proposed 2018 Lift Station Design and Storm Water Pond Review and Design. Cedar has been in business since 1975. We have completed numerous projects that involved a lift station design and storm water management improvements such as yours; including the very tight time frame for bidding in June to meet the new subdivision construction. Cedar has the staff and resources to complete the City's project within the required schedule.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on February 14, 2018, a site visit, and our meeting with you on February 14, 2018, we have the following understanding.

The Project consists of three separate components as follows:

Temporary Lift Station

Design a temporary submersible pump type lift station with a freestanding control panel to accommodate a new subdivision to be constructed on Parcel R-27-1 on the City of De Pere's southeast corner. This parcel is 23.48 acres in size and will serve all residential homes, duplexes and a multi-family development. The forcemain will discharge to an existing gravity sanitary sewer on Diversity Drive, approximately 450 feet from the intersection with Ryan Road. The lift station will be designed to have emergency power via a portable generator or pump connection.

Storm Water Pond Resizing (Basin ER130)

Resizing the existing storm water management pond located at Parcel ED-R28-2. The existing pond is owned and maintained by the Unified School District of De Pere. Resizing of the pond is necessary to accommodate the storm water runoff generated by the new subdivision at Parcel R-27-1 to the west. The pond is to be designed to treat 80% TSS removal.

Analysis of the City of De Pere Storm Water Ponds (Business Park)

The City has multiple storm water ponds within its business parks that provide storm water treatment. The following basins were reviewed as part of an overall Study completed in 2015. Based on the pond surfaces areas, these ponds were modeled below the anticipated treatment rates. They are as follows:

- West Industrial Park Storm Water Pond Chain (Basins AC100B & AC100D).
- East Industrial Park Storm Water Pond (Basin ER110A).
- East Industrial Park Storm Water Pond (Basin FE240C).

The Design Project will be awarded as one design project to the selected Engineering firm.

We do understand the tight timeframe to complete the design phase. This is driven by the need to meet the new subdivision development. Although tight, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our project understanding as described above and per the Scope of Services and City Responsibilities provided in the RFP, we offer the following:

Temporary Lift Station

- Final design of the lift station and force main including the connection to the discharge manhole.
- Provide detailed plans and details for the lift station construction for inclusion into the City Project.
- Provide technical specifications.
- Provide bid items and a cost estimate.
- Prepare and submit permits for the lift station – Wisconsin Department of Natural Resources.
- Make recommendations on a portable generator or pump for emergencies operations.
- Make recommendations of whether a Supervisory Control and Data Acquisition (SCADA) System should be tied to the lift station alarms. Recommendation to include pros/cons for the implementation of the system with estimated costs. If the

City has other lift stations to be monitored, the approach to the alarming/SCADA monitoring will change. A larger system would require a change in the design and fee.

- If the City chooses to install the SCADA System, provide a design.
- Construction Administration
 - City estimates approximately 40 hours of construction administration consisting of answering bidder's questions during the bidding period, shop drawing review and on-site inspection of the lift station construction.

Storm Water Pond Resizing (Basin ER130)

- Complete the final design of the storm water pond.
- Provide detailed plans and details for the storm water pond construction for inclusion into the City Project.
- Provide technical specifications.
- Provide bid items and a cost estimate.
- Prepare and submit permits for the storm water pond – Wisconsin Department of Natural Resources.
- Submit the WRAPP Permit for the Development

Analysis of the City of De Pere Storm Water Ponds (Business Park)

- Review and analyze the existing pond designs based on the existing elevations and pond surface area.
- If conflicts are found in the TSS treatment removals from the Studies, recommend improvements or design changes to increase TSS removals to meet the City goals.
- Provide a memo with supporting documentation of the results.

Our services will be provided in the following format:

- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and .pdf format. The City will online bid the Project with the 11" x 17" .pdf plan set.
- Technical specifications for bidding in Microsoft Word format.
- Bid items, quantities, engineer's estimates in Microsoft Word and/or Excel format.
- Hard copies and electronic files for the Pond Analysis.
- Design Memos and associated calculations for the Pond Analysis.
- Regulatory approvals.

In addition to the meetings listed in the detailed scope of services, four meetings will consist of the following:

- Kickoff meeting, including review of the sites to verify the approach and existing conditions.
- Two design review meetings – Preliminary Design and Final Design to include all sites at the same meeting for all Projects.

The main method of correspondence and review will be completed via email with the Project Team.

COST

Cedar proposes to complete the work scope as identified on the Proposal Fee Schedule in the RFP and attached to this proposal. The method of compensation is also noted on the schedule; see Appendix “A”.

SCHEDULE

Cedar is prepared to complete the projects based on the Schedule in the RFP. It is as follows:

Temporary Lift Station/Storm Water Pond – New Subdivision

February 22, 2018	Proposals Due
March 5, 2018	Award of Proposal – Board of Public Works
March 13, 2018	Award of Proposal – Common Council
March 16, 2018	Project Kickoff Meeting
March–May, 2018	Design/Permit Phase
June 6, 2018	Final Plans & Project Advertisement for June 7 and 14
June 7, 2018	Final Plans & Specifications posted on QuestCDN.com; Final Construction Cost Estimate
June 28, 2018	Construction Bid Opening
August 1, 2018	Construction Commence
October, 2018	Construction Completed

Storm Water Pond Analysis

June 28, 2018	Complete Analysis
---------------	-------------------

INSURANCE

Cedar will provide a certificate of insurance per the RFP requirements at the time of contract execution.

DELIVERY

Cedar will provide the deliverables as listed in the Delivery section of the RFP.

OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items for the lift station and pond design:

- Provide Cedar a single contract person to make required decisions for the project.
- Subdivision layout and lot sizing in CAD format. Provide the legal descriptions easements/CSM for the proposed lift station and pond construction.
- Parcel information in CAD format. Provide the legal descriptions easements/CSM for the proposed lift station and pond construction.
- Subdivision, lift station, force main, and pond topographical survey.
- Survey required to verify the existing pond information.
- Existing utility plans for adjacent roadways.
- Proposed design of the roadway, site grading, sanitary sewer, storm sewer, and water main for the new subdivision.
- Drainage basin information in a CAD format.
- Original storm water management plan design report for the pond including the modeling data in electronic format.
- Pay the required permit fees - WRAPP, Sanitary Sewer and if required, a Wetland Fill Permit WDNR Chapter 30.
- Wetland Delineations and associated design services such as stormwater pond planting plan with native plants in addition to standard landscape restoration of disturbed areas.
- The Project Manual and Standard Technical specifications in word format. Project specific technical specifications to be completed by Cedar.
- Geotechnical services for the lift station and pond construction. The pond permitting requires specific parameters for the investigation per Technical Standard 1002 Site Evaluation for Stormwater Infiltration.
- The installation and material testing during construction.
- Daily observation of the force main, lift station, and storm water pond construction.
- Construction staking of the force main, lift station and storm water pond construction.

Cedar understands that City of De Pere will be responsible for and/or provide the following items for the Business and Industrial Park pond design:

- Provide Cedar a single contract person to make required decisions for the project.
- Existing reports and design studies including the modeling data in electronic format.

- Geotechnical information for each site including reports.
- Drainage basin information in a CAD format.
- Parcel information is a CAD format.
- Survey required to verify existing pond information.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

Cedar looks forward to the opportunity to provide services to the City of De Pere. Do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, P.E.
Director

Attachment: Proposal Fee Schedule

cc: Eric Rakers, City Engineer, City of De Pere
Dean Zanon, Cedar Corporation

APPENDIX “A” PROPOSAL FEE SCHEDULE

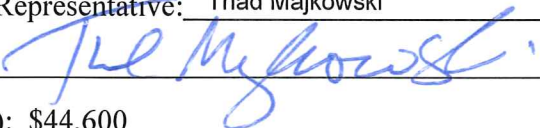
Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1496 Bellevue Street, Suite 502

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski

Signature: 

Fee (Total): \$44,600

Item	Description	Quantity	Unit	Unit Price	Amount
A	Lift Station				
	1. Design	1	LS	\$15,000	\$15,000
	2. Construction Administration	40	HR	\$90	\$3,600
	3. SCADA Design (If chosen by the City)	1	LS	\$5,000	\$5,000
B	Pond Resizing	1	LS	\$10,000	\$10,000
C	Business and Industrial Park Pond Analysis				
	1. Basins AC100B & AC100D	1	LS	\$4,200	\$4,200
	2. Basin ER110A	1	LS	\$2,500	\$2,500
	3. Basin FE240C	1	LS	\$2,800	\$2,800
D	Meetings	3	EA	\$500	\$1,500
TOTAL					\$44,600

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



collaborāte / formulāte / innovāte

February 22, 2018

Eric P. Rakers, P.E.
 City Engineer
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal
 2018 Lift Station Design and Storm Water Pond Review and Design

Dear Eric:

In response to your Request for Proposal dated February 14, 2018, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

This proposal is for professional services for the 2018 Lift Station Design and Storm Water Pond Review and Design (Project).

It is our understanding that the nature of the Project as outlined in the RFP is as follows:

1. Design of a new temporary lift station to accommodate a new subdivision, including force main design.
2. Resizing of an existing storm water treatment pond to accommodate the same new subdivision.
3. Analyzing existing storm water ponds in the City's Business and Industrial Parks to confirm TSS removal rates.

For this Project, GRAEF has reviewed the Scope of Services outlined in the proposal and acknowledges that the tasks outlined will be completed and are included in our proposed fee.

We have prepared some clarifications and assumptions as follows:

- Lift station will be a submersible duplex station with freestanding control panel
- Design is for a portable generator and receptacle, or alternately a stationary emergency generator with sound enclosure. Note that the stationary emergency generator setup would likely be cheaper and could be relocated once the lift station is decommissioned.
- There is no building associated with the lift station, thus no building electrical design or HVAC design is included.
- Preparation of Piping & Instrumentation Diagrams (P&ID's) would be an additional service.
- Preparation of SCADA architecture drawings would be an additional service.
- We assume that the lift station SCADA design would address alarm monitoring at this specific lift station only using a hardware dialer for alarm monitoring only or a cellular monitoring system for alarm callout. The scope does not include SCADA radio network design.



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- A pros/cons summary and recommendation for implementation of the above noted site specific SCADA system will be included. However, developing pros/cons and a report of SCADA systems differing from the above noted options would be an additional service.
- SCADA system design that incorporates multiple lift stations/sites is not included in the scope or fee. If that is desired, many other alternatives and options would need to be evaluated and discussed. If a larger alarming/SCADA monitoring system is desired, we would recommend that it be addressed separately from this project.

GRAEF has reviewed your proposed schedule for completion of the outlined tasks and we acknowledge that the outlined dates can and will be met. Those dates include completion of items #1 and #2 above on or before the end of May 2018 with anticipated bidding of the subdivision in early June 2018. Completion of the pond analyses by June 28, 2018 is also confirmed and will be met. The schedule assumes that the scope of work remains generally as outlined and that prompt responses by the City and other authorities having jurisdiction are received.

At your written request, GRAEF will provide a scope and fee for any requested Additional Services not included in the outlined scope of the RFP.

If we are selected for the project, the engineering design and permitting tasks will be managed by **Patrick J. Skalecki, P.E., LEED AP**, in our local Green Bay office. Storm water design and analysis will also be completed by Green Bay office engineering and other technical staff. Lift station and force main design will be completed generally by our Milwaukee office staff. We have also teamed with Meurmann Engineering to provide electrical engineering and SCADA design, if chosen by the City.

It is our understanding that the project will commence on or about March 26, 2018.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

Patrick J. Skalecki, P.E., LEED AP
Principal/Green Bay Office Manager

Enclosures

Proposed Fee Schedule

Company Name: GRAEF-USA, Inc.

Company Address: 1150 Springhurst Dr., Ste. 201

Company Address: Green Bay, WI 54304

Company Representative: Patrick J. Skalecki, P.E.

Signature: *Patrick J. Skalecki*

Fee (Total): \$47,050.00

Item	Description	Quantity	Unit	Unit Price	Amount
A	Lift Station				
	1. Design	1	LS	\$19,950.00	\$19,950.00
	2. Construction Administration	40	HR	\$100.00	\$4,000.00
	3. SCADA Design (If chosen by the City)	1	LS	\$1,000.00	\$1,000.00
B	Pond Resizing	1	LS	\$7,600.00	\$7,600.00
C	Business and Industrial Park Pond Analysis				
	1. Basins AC100B & AC100D	1	LS	\$6,300.00	\$6,300.00
	2. Basin ER110A	1	LS	\$3,500.00	\$3,500.00
	3. Basin FE240C	1	LS	\$3,500.00	\$3,500.00
D	Meetings	3	EA	\$400.00	\$1,200.00
TOTAL					\$47,050.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-23 Authorizing the Negotiation of an Economic Development Loan with Nardi LLC (Affogato Gelato & Espresso Bar).

ATTACHMENTS:

- Reso18-23 (DOCX)
- CC Memo RLF Affogato 3-20-18 (DOCX)
- Affogato Application (PDF)
- Affogato Executive Summary (PDF)

RESOLUTION #18-23

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC
DEVELOPMENT LOAN WITH NARDI LLC
(Affogato Gelato & Espresso Bar)

WHEREAS, the Development Services Department has received the application of Nardi LLC for a revolving loan in the amount of \$60,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Development Services Director and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Nardi LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed \$60,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: City Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: March 20, 2018
 RE: **Revolving Loan Fund (RLF) Application for Affogato (109 N. Broadway)**

PROJECT SUMMARY

Nardi's Affogato Bar (Nardi, LLC) has submitted a Revolving Loan Fund (RLF) application. The business, a startup Gelateria will offer gelato, espresso and complimentary menu items. They are requesting \$60,000 to be used for equipment and working capital. The project will create 6 part time jobs that, will work a minimum of 120 hours/week, which meets the RLF program requirements (\$20,000/full time equivalent).

The loan will be for equipment and working capital, with a seven year term and 1% interest rate. The City will seek the best collateral position possible given the loan terms and private lender terms. This may be some combination of a personal guaranty and life insurance policy in the amount of the loan and/or purchase money security for the equipment.

The loan application and business executive summary are attached for review.



Affogato

A coffee-based dessert. It is a scoop of fior di latte gelato topped or "drowned" with a shot of hot espresso.

Sources and Uses

Sources

WWBIC - \$125,000
 De Pere Revolving Loan Fund - \$60,000
 Owner Equity - \$59,350

Total: \$244,350

Uses

Start Up Working Capital + Inventory - \$80,350
 Leaseholds/Improvements- \$49,500
 Equipment/Machinery - \$84,500
 Opening Balance (Working Capital) - \$25,000
 Furniture and Fixtures - \$5,000

Total: \$244,350

Staff requests approval from the City Council to proceed with negotiating the terms of the loan, and also drafting the necessary documents related to the loan. If terms are reached between the City and the Applicant, the final documents will be presented to the Finance Committee for approval.

	CITY OF DE PERE APPLICATION FOR REVOLVING LOAN FUND	_____ _____	
		Date: _____	

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Business Applicant Information

Applicant Name (Business) Nardi's Affogato Bar	Authorized Representative (CEO) Vincent Nardi		
Mailing Address 109 N Broadway	City De Pere	State WI	ZIP Code 54115
Email Address Vince@gelato920.com	Phone Number (incl. area code) (920) 857-6237	Fax Number (incl. area code)	

SECTION 2: Contact Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	A portion of inventory, ALL Working Capital, FF&E
# of Jobs to be Created or Retained:	6pt
Loan Amount Requested (\$20,000 per FTE):	\$60,000
Target Loan Closing Date:	May 1. 2018

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:	\$60,000	Land & Building:	
Private Financing for Project:	\$125,000 WWBIC	Equipment:	\$5,000
Other Financing for Project:		Working Capital:	\$25,000
City RLF Financing for Project:	\$60,000	Other:	\$30,000
TOTAL Project Sources:	\$245,000	TOTAL PROJECT Uses:	

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative this RLF Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Name of Owner/Authorized Representative (please print) Vincent Nardi	Title Owner	Phone Number (920) 857-6237
Signature of Applicant 		Date Signed 3/5/2018



BUSINESS PLAN

Affogato

A coffee-based dessert. It is a scoop of fior di latte gelato topped or "drowned" with a shot of hot espresso.

Vincent Nardi

1314 Chicago St.
De Pere, WI 54115

920.857.6237

EXECUTIVE SUMMARY

Affogato Gelato and Espresso Bar will be a startup Gelateria that will generate revenue through the sale of gelato, espresso, and complimentary menu items. The target customers will be males and females, 25 to 54 years old. This segment will encompass men and women, both single and with families. While children are the number one consumer of ice cream products, this 25 to 54-year-old segment encompasses both adults who consume and adults who make the purchasing decisions for most children. Focusing on women, who tend to be in the position of child rearing, more than single men.

Affogato Gelato and Espresso Bar will be in De Pere, Wisconsin (population 24,216). De Pere is a suburb of the Green Bay Area metro and is in northeast Wisconsin. The total Green Bay Area metro population encompassing Allouez, Ashwaubenon, Bellevue, De Pere, Howard, and Green Bay is 310,726.

The target market will focus on three primary demographics:

- Women 25 to 54 years of age
 - *(Population Females GBM: 127,164)*
- Family Households with children 16 years and younger
 - *(Families GBM: 81,315)*
- Students within a three-mile area of the store
 - *(SNC 2,000) & (De Pere School District 4,148)*

The goal is to open one fixed location. With a focus on offering a tremendous product at competitive pricing, a clean environment, and exceptional customer service Affogato Gelato and Espresso Bar will have a competitive advantage in the regional community and in the industry.

Expenses will be controlled, and logistics will be established and managed by the owner/operator, who has a long history of managing budgets and crew.

Opportunities will be available to build a solid customer following to support future growth. Affogato Gelato and Espresso Bar will be a financially sound, revenue producing business with a solid return on investment.

MARKET ANALYSIS

The ice cream and frozen treat shop industry generates over \$3 billion annually. From 2009 to 2014 sales dipped by approximately 1.3%. This is mostly attributed to two factors: economic conditions and a growing segment of health-conscious consumers. Most industries took an economic hit with the economic conditions of 2008 and 2009. While some industries were virtually destroyed, the ice cream business took a minimal hit. Furthermore, in the last decade, and particularly in the past five years, all food related industries have seen an increase in the number of health-conscious consumers.

When it comes to ice cream, gelato is red hot in the United States. A curiosity just a decade ago, it currently accounts for about 5% of the \$14.3 billion U.S. ice cream market, with sales growth projected to hit 32.3% this year, based on data from industry source Euromonitor and Mintel.

The result is the success of an after-dinner dessert with 30% less fat than traditional ice cream. According to Mintel, consumers get more satisfaction from a spoonful of gelato...and they need less to get that indulgent hit.

The Ice Cream and Gelato Store Franchises industry is expected to grow only slightly over the next five years to 2022. Consumers are expected to increasingly move away from ice cream and gelato stores, as the level of health consciousness in the United States rises. However, ice cream and gelato's popularity during warm summer months is anticipated to cushion the industry from declines in demand. Overall, industry revenue is expected to rise at an annualized rate of 0.1% to \$4.7 billion over the five years to 2022.

Despite the poor economic conditions of the past five years and the increased demand for healthier alternatives, the ice cream and frozen treat shop industry is expected to remain flat through 2020. Analysts believe that the industry has found the bottom of the recent economic dip and the industry has slowly begun to offer healthier alternatives, including gelato. Sales are expected to remain steady for the foreseeable future. Over 90% of households consume ice cream and frozen treats on a regular basis. Children, consumers under the age of seventeen, make up the largest segment to consume the product, although adults 25 to 54 are the primary consumers responsible for purchase and consumption.

The industry's high level of competition is expected to intensify over the next five years. This factor will involve significant price-based competition and an increased emphasis on the regular introduction of new products. Most chains will introduce new, healthy alternatives, as well as expand their current product lines. Major operators will also attempt to expand revenue and profit by providing a variety of other menu options, including premium coffees and breakfast items. Affogato Gelato and Espresso Bar will enter the market ahead of the trend, because of offering premium "Lavazza Coffee, Italy's favorite coffee" along with authentic Italian pastry.

While fresh ground coffee pods saw a slowdown in growth, fresh coffee beans posted a 6% increase in retail volume sales in 2016. This was fresh coffee beans' fastest growth rate since 2012. Despite being a traditional, well-saturated subcategory, fresh coffee beans experienced renewed consumer interest as the premium coffee culture thrived in the US. Where fresh ground coffee pods led growth due to the convenience factor, whole coffee beans have found fresh demand from consumers who appreciate the finer details of coffee flavor and production and rituals associated with its preparation.

Competition can be broken into two primary categories: franchise chains and independents. Franchise chains are by far the most recognizable, but produce less than 50% of industry revenues. While they have established a substantial number of chain stores, each with substantial sales, their contribution to the industry is limited by the large number of competitors. Independent operations, also known as mom and pop operations or owner operated operations, make up just over 50% of industry sales. While each physical location only generates an average of 35 - 40% of a competing franchise, the abundant number of independent locations provides a total top line sales number that exceeds franchise operations. Simply put, on a store to store basis, franchise operations generate more revenue and more profit, but independents contribute a greater percentage to total industry sales.

Mission Statement

The mission of Affogato Gelato and Espresso Bar is to bring the experience of Italian artisan gelato and fine Italian espresso to northeast Wisconsin. It is our commitment to become the neighborhood location for exceptional customer service, high-quality products made fresh, and an inviting relaxed environment.

Location and Growth

There are nearly 40,000 gelaterias in Italy alone - less than 850 here in the U.S. according to the National Dairy Association.

A gelateria located at 109 South Broadway in De Pere, Wisconsin will bring a healthier alternative to ice cream and highlight the flavors of Italy. This is a prime location for our concept. It will cater to a diverse population of office workers, residents, students, shoppers, locals and commuters. An established pizzeria and an Italian wine bar will complement our location. The location is near the Fox River Trail, two blocks from Voyager Park, and one block south of the Thursday De Pere Farmers Market. There is a large population of residents of the Green Bay metro area that attend area events at these locations looking for a consistent, convenient, and quality treat.

Affogato Gelato and Espresso Bar's goal, by the end of the first year, is to fill the need for more options in light food, fresh baked pastries, and lunch items in the Green Bay metro encompassing

Allouez, Ashwaubenon, Bellevue, De Pere, Howard, and Green Bay whose combined population is 310,726.

Think Local, Not Like the Chains

For a growing slice of the population, Dairy Queen, Starbucks, and other chains have become common words, while terms like local, independent, and unique have become valuable. Local ownership and community are key components in successful ice cream or coffee retailing today. Affogato Gelato and Espresso Bar will capitalize on what makes us special and on the local community of De Pere, Wisconsin and surrounding zip codes to build a core group of repeat customers.

Affogato Gelato and Espresso Bar will be a full-service gelateria. Revenue will be generated from three components: gelatos sales, espresso sales, and other food sales. The revenue generated from gelato sales will be primary, producing 70% of total income through the summer months and 20% for the winter months.

The gelato component is supported by a growing market that favors gelato to ice cream due to an increased focus on a healthier lifestyle. Gelato is produced with less air and less fat making it a desired frozen treat for the health-conscious consumer. While ice cream is still enjoyed by the masses, gelato has slowly gained market share. For Affogato Gelato and Espresso Bar, offering gelato will not only attract the health-conscious consumer, but will also allow families in which a single member is confined to a healthy diet to become customers. If mom, dad, or one of the children adheres to a specific dietary requirement, the offering of gelato makes Affogato Gelato and Espresso Bar more desirable to more consumers. While offering a wide range of flavors and frozen treats, Affogato Gelato and Espresso Bar will have something for everyone. From traditional cups and cones, gelato pops, gelato sandwiches, and more, Affogato Gelato and Espresso Bar will be able to create a menu full of basic gelato goodies and specialized products. Specialty products include our namesake, the affogato, as well as gelato filled cannolis and more.

The revenue generated from the sale of espresso will be the second largest component of revenue. Espresso sales will produce 20% of total income through the summer months and 70% for the winter months.

Affogato Gelato and Espresso Bar will serve and sell espresso made from coffee beans that are imported from a sustainable Italian espresso company, Lavazza, from Torino, Italy to ensure that our coffee is as extraordinary and authentic as possible. We will carefully monitor the roast dates on all coffee beans and we will not serve any coffee that is more than 10 days past its roast date.

The final revenue component, identified as other food sales, will generate 10% of total sales year-round. This component is made up of menu items other than gelato and espresso. These items include drinks, pastries, and other limited food items.

While Affogato Gelato and Espresso Bar will be established as a gelateria, these other food menu items will provide a broader appeal, compliment the primary portion of the menu, and generate additional revenues. Each will be simple, easy to produce, and will add value to the brand.

We will focus on perfection in everything we do. We will serve the best artisan gelato, coffee, and baked goods. We will dazzle our clientele with great customer service. We will serve a fresh quality product by elevating espresso to its true potential as an art form. All our baristas will be trained to pour latte art, a technique that combines the perfect espresso extraction with properly textured milk to create a gourmet presentation. Our espresso beverages will be made fresh and served immediately to ensure quality. We will also implement unique ordering systems to accommodate high volume, and enhance the speed of service and overall customer experience. Catering to the needs of our customers, Affogato Gelato and Espresso Bar will remain aware of how quality ingredients, great customer service, and a distinctive ambiance creates a superior product and atmosphere that distinguishes a business from its competition.

Details of the Business

The inspiration for an Italian gelateria and espresso bar comes from Nardi family history. Starting at about five or six years of age, Vincent started helping his father Salvatore fill and heat the Moka Pot, the small silver coffee pot used to make espresso, nightly after dinner. The highlight of the week was when he would help his mother make small batches of gelato in the hand-cranked ice cream maker. She followed the rules set down by Mary Rose Nardi, her Mother in-law, that only fresh milk and seasonal fruit or nuts went into making the small batches of gelato on Saturday nights. It wasn't until after college, when living in Minneapolis, that Vincent realized that the authentic Italian food that he loved was not readily available. So he took time to learn the techniques and recipes of his nonna (*Italian Grandmother*) from his aunts, and the art of wine and cheese making from his uncles. Today Vincent has passed down to his children, not only how to use the Moka pot and hand-cranked ice cream maker but also, how to make mozzarella and ricotta cheeses, cured salami and Italian sausage, cookies and pastries, and pasta from scratch.

As owners and operators of Affogato Gelato and Espresso Bar, **Vincent and Stephanie Nardi** will be directly involved in all day-to-day operations. This hands-on approach will allow Vincent to fully understand the wants and needs of the targeted customers, maintain a popular menu, and maintain an inviting, attractive environment. It will be vital to remain in touch with the industry, the national trends, as well as local interests. **Vincent Nardi** will also oversee all management and financial processes of the operation. This includes, but is not limited to, the inventory

purchasing, the menu, the recipes, the monthly budget and expenses, the P&L, staff training, and any future expansion. The owner/operators have worked for many different supervisors in their 46 years of combined work experience, and have seen many different management techniques and styles.

Dr. Stephanie Nardi has extensive management experience in both public and parochial education. Currently, she is principal at Saint Elizabeth Ann Seton Catholic School. Dr. Nardi will assist with the hiring and instruction of new hires and hands-on service part-time as needed. Vincent Nardi has twenty plus years hiring and working with crews of up to 32 people for live news and entertainment events. The combined management experience of the Nardis will be an asset to them in training and managing a productive team of Affogato Gelato and Espresso Bar employees.

Six to eight high school and/or college students will be hired to work at the business on a part-time basis. There will be no full-time employees of Affogato Gelato and Espresso Bar other than management. A shift supervisor, an experienced barista who has been promoted to the position, will oversee managing the store when Vincent and Stephanie Nardi are not working or available. The shift supervisor will also take the role of the floater, assisting and resolving bottlenecks as necessary. In addition to the manager and shift supervisor, Affogato Gelato and Espresso Bar will employ baristas and customer service representatives. The mainstay of our staffing will be the barista and the customer service representative (CSR).

Affogato Gelato and Espresso Bar will be open from 6am – 7pm, 7 days a week.

Ambiance and Décor

Our ambiance and décor will be bright and inviting with a large gelato display case, a large working area for the 3-tap espresso machine, and a variety of porcelain cups designed to accentuate the espresso drink ordered. There will be seating at a few intimate tables and two larger tables; all in a modern industrial style. Charging stations will be at most seating locations for customers needing to plug in phones, computers, or tablets. Free wifi will be available.

The management is developing a program of orientation and training which all Affogato Gelato and Espresso Bar employees must complete prior to starting customer service work. A written operations manual and employee handbook will be the foundation for that training. All Affogato Gelato and Espresso Bar employees will be trained to perform customer service, quality control, and cleanliness and sanitation procedures utilized by Affogato Gelato and Espresso Bar, and will know what is expected of them as an Affogato Gelato and Espresso Bar employee.

The operations manual that is currently being designed will include checklists and documents to help with the day-to-day operations and will present a consistent message for training of staff. It will include:

- New Employee Training Checklist
- Opening and Closing Shift Checklists
- Backflushing and Cleaning instructions - Weekly Cleaning Checklist
- Beverage Guide and Recipes - Brewed Coffee

Employee Handbook

A comprehensive employee handbook is currently being designed specifically for our retail gelato and espresso business. The documents are meant to serve as a guideline for employees. We encourage them to thoroughly read through each document, so they understand Affogato Gelato and Espresso Bar's expectations and values.

Staffing Plan

There are three primary roles that Baristas/CSRs will take on the various areas of the floor.

Cashier / POS (Point of Sale)

The CSR in this station will ring up customers, assist with our unique ordering process, and will communicate all orders and drinks to the barista. The cashier will also serve pastries and other items from the pastry case. This CSR acts as the face of the company and support to the customers.

The Barista

The barista on duty will prepare the espresso drinks and other beverages and serve them to customer. The barista will also assist in serving light food items when necessary. They will keep the espresso station and all related service areas clean and stocked always.

The Floater

This CSR floats about the store and takes care of miscellaneous duties, such as helping to prepare and serve beverages, cleaning, refilling the condiment area, removing the garbage, and tending to customers. The floater will also be responsible for food preparation and assembly, as well as overseeing the customer service area, delivering food, answering and keeping the business clean.

Additional staff might include an inventory CSR at the back of the store, and others - depending on the requirements of the store. If the store is busy, it might also have two baristas at one station.

The CSR/barista work schedules will be divided into two or three shifts (morning, afternoon, evening). Each shift will have one or two baristas and a manager (the number may change, depending on customer flow in the store), who share different duties throughout the shift.

Gelatician

Vincent Nardi, a trained gelato maker and an artist of consummate skill, will unyieldingly adhere to three fundamental principles: to use only the finest ingredients, to make flawless gelato, and to make certain that the gelato is always served perfectly.

At the end of year one, Affogato Gelato and Espresso Bar will be operated with two full-time employees. Vincent Nardi will provide all staff training and managerial guidance. Vincent Nardi will oversee all management and financial processes including, but not limited to, the monthly budget and expenses, the P&L, and the possible expansion to additional locations. The second full-time employee will serve as a general manager. At the end of year two, Affogato Gelato and Espresso Bar will be operated with three full-time employees. The role of Vincent Nardi will be the same. The additional employee will assist with the increase food demand and sales.

All employees will need to be trained in basic menu knowledge, as well as cash register operation. This knowledge will be critical for all. Extensive employee knowledge of the product, what is included in it, and what makes it special, will allow Affogato Gelato and Espresso Bar to build customer loyalty and encourage repeat business.

Key Partners

Silvia Bertolazzi

Gelato chef and instructor at Carpigiani and Owner at Carpe Diem! Gelato - Espresso Bar in Lafayette, Louisiana. Silvia is from Merano, Italy. She brings the history and experience of Italy to the gelato making process. Her passion is to instill the traditional flavors and promote the decadence of the rich creamy texture that is artisan gelato.

Bellissimo Coffee Advisors

Affogato Gelato and Espresso Bar has contracted the services of Bellissimo Coffee Advisors, a Portland, Oregon based company, specializing in personalized business consulting for the specialty coffee industry. The Specialty Coffee Association of America has validated the company's credentials and frequently refers individuals for assistance with the creation or refinement of their businesses.

For more than 25 years, Bellissimo has been advising the specialty coffee industry and setting the standard for education, training and consulting. Thousands of coffee business owners have benefited from the company's expertise and created successful, profitable operations from roastery cafes, to drive-thru, to major chains across the country. Bellissimo will supply Affogato

Gelato and Espresso Bar with sound business advice, the most up-to-date information on industry trends and the finest training available in the industry.

Bruce Milletto

President of Bellissimo Coffee Advisors and founder of The American Barista & Coffee School, the world's premier professional coffee school. The SCAA (Specialty Coffee Association of America) named Bruce one of its 20 "Coffee Luminaries," and in 2004, he appeared in Gourmet Retailer Magazine's 25th anniversary issue on the list of the 25 individuals who helped shape the specialty coffee industry.

In addition to helping thousands of entrepreneurs open and operate their coffee businesses, Bruce is the author of award-winning books on coffee business marketing and startup and was the recipient of the SCAA's Distinguished Author Award.

Bruce's early involvement and insights into the American gourmet coffee movement have been written about in numerous national and international industry trade publications where he has been hailed as a pioneer of the American espresso industry. In the past year, he has been interviewed by, or quoted in, Kiplinger's, Forbes Magazine, The New York Times, Business Week, Harvard Management Update, Crain's Business Review, Seattle Times, Time Magazine, Entrepreneur Magazine and The Wall Street Journal. He was dubbed "Mr. Espresso USA" by an Italian trade journal. He is frequently called upon for his expert commentary for radio interviews, including Coffee Talk on the National Public Radio.

Bruce has worked for various corporations and government agencies in marketing, teaching, and administrative positions, and has also created and owned multiple retail businesses. Bruce Milletto writes for such publications as Fresh Cup Magazine, Coffee and Beverage Magazine (Canada), Fancy Food, Coffee Journal and Café Olé.

Matt Milletto

Bellissimo's Vice President and Consulting Director, Matt Milletto is responsible for Bellissimo's in-house individual and corporate consulting programs, while improving the operation efficiency of the company's consulting division. He has extensive experience in retail coffee and has managed multiple coffeehouses and worked as a barista since 1994.

Matt is the Vice-President of the American Barista & Coffee School. He regularly speaks at Coffee Fest, Specialty Coffee Association of America (SCAA), and other industry trade shows. He is the founder of BaristaExchange.com, the world's premiere focused community website for the specialty coffee industry. Matt has been featured in publications in the past two years including the Wall Street Journal, Entrepreneur Magazine, Every day with Rachel Ray, National Geographic Traveler, Imbibe, Fresh Cup, Roast Magazine and Barista Magazine and has been called upon by Fox Business News Channel for live interviews on multiple occasions.

Matt is also a co-owner of Water Avenue Coffee, an award winning micro-roaster and retail coffee bar in Portland, Oregon.

James Alberts CPA

The accounting firm of Alberts & Heling has been retained for the services of accounting and financial advising to set up financial and accounting systems as well as to perform quarterly audits of cash flow, income, and expenditures.

Target Market

Affogato Gelato and Espresso Bar will be in De Pere, Wisconsin (Population 24,216), De Pere median household income was \$56,834 in 2010-2014. De Pere median house value was \$167,600 in 2010-2014.

Population by Gender Females: 12,474 (51.51%, of De Pere)

2 or More Person Households 6,419 (70.37%, of De Pere.)

Family Households (Families) 5,931 (65.02%, of De Pere),

Married-Couple Family 4,625 (50.70%, of De Pere)

De Pere, Wisconsin, a suburb of the Green Bay Area metro, is located in northeast Wisconsin. The total Green Bay Area metro encompassing Allouez, Ashwaubenon, Bellevue, De Pere, Howard, and Green Bay population is 310,726.

Because of the broad reach of television, our message will also attract our target market across the Green Bay metro area, focusing on Women 25 to 54 years of age. We will also target women and families looking for a healthier, natural treat. Our typical age demographic will primarily consist of local patrons with a broad range in age and ethnicity those 25-70 years old. These clients include:

Residents/Students/Commuters:

11,354 families and 2,200 St. Norbert College students compose the 24,216 people living in the area surrounding Affogato Gelato and Espresso Bar. Affogato Gelato and Espresso Bar will provide an ideal setting for informal student and business meetings offering free Wi-Fi. This sector will also represent 88.3 % of the commuter customer on their way to and from work in the county.

Offices and Workers:

12,840 workers 16 years and over whom work and who are looking for an escape from their day-to-day routine are in our area. These customers will likely patronize our business a few days a month.

Retail and Shopping:

Our location supports foot traffic. Clientele will include shoppers and customers of area retail businesses as well as local attractions clientele. Our location near the Fox River Trail, Voyager Park, and the Thursday De Pere Farmers Market will also attract persons looking for a sweet treat or beverage.

We are confident that a locally owned and operated “quick service” gelateria that focuses on producing artisan gelato and authentic Italian coffee beverages will be successful.

Marketing Plan

The initial grand opening will be thirty days after the first day of operation. This will allow for proper planning, media attention, and to ensure that all “bugs” are worked out of daily operations. It will be marketed using television and radio spots on key stations for two weeks. This will be sufficient notification for the public that Affogato Gelato and Espresso Bar has opened and will provide the location address. After the initial opening, Affogato Gelato and Espresso Bar will evaluate customer traffic and use TV, radio, direct mail, and social media to drive traffic through the slower months and promote growth.

1. The Exterior Signage. This will be critical due to the stores high traffic location. The signs will be visible to thousands of people a day and can provide great spontaneous foot traffic. Signs in the windows will advertise specific products and will feature the top selling treats.

2. Direct Mailing with Coupons. Utilizing the “Your Neighborhood Shopper” sent directly to people’s homes, including coupons and special offers, will establish name recognition and customer interest. In a simple, easy to follow mailer, Affogato Gelato and Espresso Bar will clearly list our name, our address, our key products, our appealing price points, and will offer specials and discounts. The mailing will be processed through a local mailing company that specializes in direct marketing mailings and will be narrowed down to the sector of the community that most closely fits our target customer.

3. Brochures and Business Cards. There will be three stacks on the counter to assist each customer during and after their visit. The first will be Affogato Gelato and Espresso Bar business cards. They will assist the customer in remembering the name and location. The second will be informative featuring the daily gelato menu and prices. The third will outline the specialty nights at Affogato Gelato and Espresso Bar. These specialty nights include Kids Night, Two for Tuesdays, and other day specific promotions. Each of these will be great reminders for the customer after they leave the store.

3. www.Gelato920.com. The Affogato Gelato and Espresso Bar website (www.Gelato920.com) will show the exterior and interior of the facility, display the menu variety, and highlight the comfortable dining room environment. The website will also feature new products and specials. The website design will be scalable to handheld devices.

4. Social Media. In the last decade, social media has become a critical part of most marketing plans. A Facebook page will be established and utilized to promote price points, show new menu items, and promote specials along with Facebook click through ads to keep on top of mind awareness. An average of two posts a day will keep the information flowing appropriately. YouTube, Twitter, Instagram, LinkedIn, and others will also be considered for use as well.

5. Mobile Gelato. A gelato tricycle will be utilized for the marketing of product sampling/selling and brand awareness. The tricycle will also inform customers of the store front location and hours of operation of Affogato Gelato and Espresso Bar in De Pere. The gelato tricycle will be an innovative and unique way to take our gelato to locations around town, cater events, and sell gelato at farmers' markets, the Bellin Run route, Celebrate De Pere, the Pink Flamingo Softball tournament, any of the summer soccer games held around town.

Competition

Competition in the ice cream and frozen treat shop industry can be broken into two primary categories: franchise chains and independents. While most people are familiar with many of the national chains, most communities also have at least one, if not multiple, independent operations that are owner operated. De Pere is no exception. Zesty's Frozen Custard, Smart Cow Frozen Yogurt, and Dairy Queen will all be within a five-mile radius of Affogato Gelato and Espresso Bar. Of those three, only Zesty's is an independent with two locations in the Green Bay metro area. Zesty's in De Pere is strictly frozen custard, toppings, and drinks. Their location in Allouez is a 1950's style grill serving hamburgers, hot dogs, and other fried foods along with frozen custard.

Franchise chains are by far the most recognizable. Cold Stone Creamery, Baskin Robbins, and Dairy Queen are the key national brands. They are highly recognized and will be the biggest chain competitors for Affogato Gelato and Espresso Bar. Surprising to many, however, is that national chains produce less than 50% of industry revenues. While they have established a substantial number of chain stores, each with substantial sales, their contribution to the industry is limited by the large number of competitors.

Of the large national chains, Cold Stone Creamery and Baskin Robbins, their core remains within the ice cream and frozen treat industry. Any additional menu items are minimal and focused on supporting the sale of ice cream and frozen treats. Dairy Queen, however, has branched out. Their menu includes traditional fast food, and they have directed their marketing

toward these additional menu items. As a result, they are no longer seen as an ice cream shop. Rebranded as DQ Grill & Chill in 2010, the menu expanded to compete with Cold Stone Creamery, Baskin Robbins, and other ice cream shops, as well as McDonalds, Burger King, and other fast food establishments. Unfortunately, Dairy Queen has collectively become the destination for neither, rather than both.

Independent operations, also known as mom and pop operations or owner operated operations, make up just over 50% of industry sales. While each physical location only generates an average of 35 - 40% of a competing franchise, the abundant number of independent locations provides a total top line sales number that exceeds franchise operations. Simply put, on a store to store basis, franchise operations generate more revenue and more profit, but independents contribute a greater percentage to total industry sales. In the Green Bay metro area, the most competitive independent operations are Zesty's Frozen Custard & Grill and Smart Cow Frozen Yogurt. Each has operated in the local market for over ten years and both have continued to make improvements to their menus and facilities through those years. Zesty's Frozen Custard & Grill has expanded its menu over the last five years, much like Dairy Queen, and now offers more food and non-frozen goods than it originally did. Smart Cow Frozen Yogurt has stayed true to its original plan and remains a simplified frozen yogurt shop. With a simple but thorough menu, Smart Cow Frozen Yogurt has a solid local following and is active in the community.

There are 29 results for ice cream parlors in Green Bay, Wisconsin and 39 results for coffee houses and tea rooms in Green Bay, Wisconsin on Google. Not all listed were applicable to qualify as competition. Although not a gelateria, Starbucks (Main avenue); Ed's (St Norbert College); Bop's Bistro (Lawrence Ave); Alpha Delights (Broadway); The Creamery (Dickinson) will be competing with Affogato Gelato and Espresso Bar in the morning for the coffee crowd. Only Starbucks on Main Street in De Pere (on the west side of town) is on an equally busy street to the location of Affogato Gelato and Espresso Bar. Ed's on the campus of St. Norbert College has a better location for the 2,200 college students, but the size and design is not conducive to studying for an extended time. It is also not inviting to the population of De Pere as it is unknown by many of the people living just blocks off campus. The others listed are in less trafficked areas but have found a "niche" of customers who are willing to accept a mediocre cup of coffee with unlimited free refills.

Affogato Gelato and Espresso Bar will have three distinct positioning advantages over the competition. Those advantages will ensure the success of Affogato Gelato and Espresso Bar well into the future. The first critical advantage for Affogato Gelato and Espresso Bar will be a diverse menu and a high-quality product. With family recipes going back to the old country and experience handed down through generations, the owner/operator has an incredible understanding of Italian recipes, fresh ingredients, and the artisan tradition. The menu at

Affogato Gelato and Espresso Bar will offer high quality gelato that caters to families, including health conscious consumers.

This advantage can be recognized when compared to the current competition that either disregards quality, as in the case of Dairy Queen, or ignores the industry shift to health-conscious consumers, as in the case of Baskin Robbins. Ice cream contains at least 10 percent and as much as 25 percent fat. Italian gelato includes only 4 to 9 percent fat, making gelato the healthier treat of choice. Affogato Gelato and Espresso Bar will capitalize on the advantage along with providing a diverse menu and maintaining high quality food.

The second critical advantage for Affogato Gelato and Espresso Bar will be pricing and promotions. While the ice cream and frozen treat industry is highly competitive, pricing is essential. Over 50% of women and nearly 30% of men make ice cream and dessert specific purchasing decisions based upon coupons and promotions. Pricing is essential and critical to success. The current competitors miss the mark in one direction or the other. Either the pricing is driven down, or the prices get too high. Affogato Gelato and Espresso Bar, with the extensive knowledge of our key partners and with the training of the owner/operator, will be able to offer high quality food at reasonable a price. Furthermore, the coupons and promotions offered will provide additional exposure and incentives for consumers to take advantage of the Affogato Gelato and Espresso Bar menu. This marketing agenda will not only keep Affogato Gelato and Espresso Bar relevant, but will also give the needed boost to be highly competitive and gain market share.

The third competitive advantage for Affogato Gelato and Espresso Bar will be customer service. Often as the price drops, so does customer service. None of the chain companies, perhaps with the exception of Cold Stone Creamery, are regarded as good providers of customer service. In fact, the ice cream industry does not have a strong track record for customer service. Due to low wages and high turnover, many ice cream and frozen treat establishments, especially the chain brands, struggle to hire customer service driven employees. At Affogato Gelato and Espresso Bar customer service will be the focus. Employees will be hired and trained, not just in treat preparation, but in customer service. Standards, from the phone to the dining room, must remain high to make Affogato Gelato and Espresso Bar a competitive force in the area.

Legal Entity

Affogato Gelato and Espresso Bar is organized as a LLC. The LLC offers limited liability to the owners. With the LLC, Vincent Nardi may move the business profit to his personal taxes depending on the recommendations of Alberts & Heling,

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #18-24 Authorizing Agreement Between the City of De Pere, GB 1100 Main, LLC and GB Real Estate Investments, LLC Regarding the Redevelopment of Certain Property (Main Avenue at Interstate Highway 41).

At their meeting on Tuesday, March 13, 2018, the Finance and Personnel Committee voted 4-0 to recommend approval of the Redevelopment Agreement Terms with GB 1100 Main, LLC and GB Real Estate Investments regarding the redevelopment of Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1, at the intersection of Main Avenue and Interstate Highway 41. The terms are reflected in the attached Redevelopment Agreement.

ATTACHMENTS:

- Reso18-24 (PDF)
- Redevelopment Agreement-GB 1100 Main LLC (Aldi)3-15-18-196-001-18 (PDF)
- Exhibit A-GB 1100 Main LLC Redevelopment Agreement (PDF)
- Exhibit B-GB 1100 Main LLC Redevelopment Agreement (PDF)
- Exhibit C-GB 1100 Main LLC Redevelopment Agreement (PDF)
- Exhibit D-GB 1100 Main LLC Redevelopment Agreement (PDF)
- GB Real Estate FP DA Memo 3-2018 (PDF)

RESOLUTION #18-24
AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE,
GB 1100 MAIN, LLC AND GB REAL ESTATE, LLC REGARDING THE
REDEVELOPMENT OF CERTAIN PROPERTY
(Main Avenue at Interstate Highway 41)

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 13 (“District” or “TID #13”), a mixed-use TID, to fund infrastructure improvements at the Main Avenue-Lawrence Drive intersection and to promote commercial, industrial, and residential development within the District; and

WHEREAS, GB 1100 Main, LLC (“GB 1100 Main”) is the owner of real estate commonly known as Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1 at the intersection of Main Avenue and Interstate Highway 41, which have been divided into a three (3) lot Certified Survey Map; and

WHEREAS, GB 1100 Main has authorized GB Real Estate Investments, LLC (“Developer”) to enter into Agreement(s) with other entities for the development/redevelopment of said property; and

WHEREAS, Developer has entered into a Ground Lease with Aldi, Inc. (“Aldi”) for Lot 1 of the CSM , which requires Developer to prepare a “pad ready” site for Aldi and requires Aldi to develop Lot 1 into a retail grocery store, while retaining Lot 2 on the CSM for commercial or residential development; and

WHEREAS, GB 1100 Main has dedicated Lot 3, together with right-of-way, for public purposes; and

WHEREAS, Developer’s intended development is consistent with the Project Plan for TID #13 and will be beneficial to the City; and

Resolution #18-24
Page 2 of 2

WHEREAS, Wis. Stats §66.1105 empowers cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, Developer's ability to develop these Parcels is contingent upon City providing financial and other assistance to Developer on the terms set forth in the attached Agreement Regarding the Redevelopment of Certain Property; and

WHEREAS, City desires to provide such financial assistance and to promote this development project; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere, GB 1100 Main, LLC and GB Real Estate Investments, LLC regarding the Redevelopment of Certain Property (Main Avenue at Interstate Highway 41), attached hereto and incorporated herein as Exhibit A, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso18-24 (6798 : Resolution #18-24 Authorizing Redevelopment Agreement GB 1100 Main and GB Real Estate)

**AGREEMENT BETWEEN THE CITY OF DE PERE,
GB 1100 MAIN, LLC AND GB REAL ESTATE INVESTMENTS, LLC
REGARDING THE REDEVELOPMENT OF CERTAIN PROPERTY**
(Main Ave at Interstate Highway 41)

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and GB 1100 Main, LLC, a Wisconsin Limited Liability Company (“GB 1100 Main”) and GB Real Estate Investments, LLC, a Wisconsin Limited Liability Company (“Developer”).

RECITATIONS

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 13 (“District” or “TID #13”), a mixed-use TID, to fund infrastructure improvements at the Main Avenue-Lawrence Drive intersection and to promote commercial, industrial, and residential development within the District; and

WHEREAS, GB 1100 Main is the owner of real estate commonly known as Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1 at the intersection of Main Avenue and Interstate Highway 41, which have been divided into a three (3) lot Certified Survey Map, Volume 63 Certified Survey Maps, Page 378, Brown County Map No. 8895, a copy of which is attached hereto as Exhibit A; and

WHEREAS, GB 1100 Main has authorized Developer to enter into Agreement(s) with other entities for the development/redevelopment of the property identified in Exhibit A; and

WHEREAS, Developer has entered into a Ground Lease with Aldi, Inc. (“Aldi”) for Lot 1 on Exhibit A, which requires Developer to prepare a “pad ready” site for Aldi and requires Aldi to develop Lot 1 into a retail grocery store; and

WHEREAS, Developer has retained Lot 2 on Exhibit A for commercial or residential development; and

WHEREAS, GB 1100 Main has dedicated Lot 3 of Exhibit A, together with right-of-way, for public purposes; and

WHEREAS, Developer's intended development is consistent with the Project Plan for TID #13 and will be beneficial to the City; and

WHEREAS, Wis. Stats §66.1105 empowers cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, Developer's ability to develop the Fee Parcels is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

A. Assessed Value means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes.

B. Building Development/Building Developments means the real estate and building improvements contemplated by the Parties on Lots 1 and 2 of Exhibit A, as approved by the City Plan Commission on the Fee Parcels. Building

Development/s and Project/s can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.

C. Certificate of Occupancy means the certificate issued by the Building Inspection Department upon completion of the Building Development/s so as to permit occupancy of the same.

D. City means the City of De Pere.

E. Deficit Payment means a Payment in Lieu of Tax to City, calculated yearly, which is the difference between the taxes paid upon the Assessed Value of the Project/s and the taxes which would have been paid upon the Guaranteed Value/s thereof.

F. Developer means GB Real Estate Investments, LLC and its successors and assigns.

G. District and/or TID #13 means City of De Pere Tax Increment Financing District No. 13. TID #13 is statutorily scheduled to close as of December 31, 2037.

H. Fee Parcel or Fee Parcels mean Lots 1 and/or 2 of Exhibit A.

I. Guaranteed Value means:

1. **Phase I of the Project (Initial Guaranteed Value):** Two Million and no/100 Dollars (\$2,000,000.00).
2. **Both Phase I and II of the Project (Final Guaranteed Value):** Three Million Five-Hundred Thousand and no/100 Dollars (\$3,500,000.00).

J. Phase I of the Project means the Aldi grocery store development on Lot 1 of Exhibit A.

K. Phase II of the Project means the residential or commercial development on Lot 2 of Exhibit A.

L. PILOT or Payment in Lieu of Tax means the Deficit Payment.

M. Project means the Building Development for Phase 1, Phase 2 or both Phases combined.

N. Term of this Agreement means that period of time from the date this Agreement is entered into until TID #13 is terminated.

II. CITY OBLIGATIONS

A. Developer Incentives. City shall construct the following infrastructure improvements to benefit Developer's Project, for which the City shall not assess or otherwise charge Developer:

1. City shall construct a roundabout street improvement at the intersection of Main Avenue and Lawrence Drive. A concept map of said improvements is attached and incorporated herein as Exhibit B.
2. City shall, as a part of the roundabout improvements, extend Lawrence Drive northerly to serve and provide access to the Fee Parcels.
3. City shall install infrastructure on the Lawrence Drive extension as shown on Exhibit C, described as follows:
 - a. Location 1 - Sanitary sewer, water main, storm sewer, street and sidewalk infrastructure, including installation of laterals from the sanitary, water and storm mains to the property line. Developer shall be responsible for all costs associated with connection to the City installed laterals.

b. Location 2 –

- i. Sanitary sewer, water main, storm sewer, and street infrastructure, including installation of laterals from the sanitary, water and storm mains to the property line. Developer shall be responsible for all costs associated with connection to the laterals.
 - ii. Sidewalk installation shall be Developer's responsibility as set forth under Paragraph III.B.1.
 - iii. City shall be responsible for constructing sidewalk on Lot 3 of Exhibit A when Lawrence Drive is extended further to the north toward a connection with Cedar Street.
4. City shall design and construct a regional storm water detention pond on Lot 3 of Exhibit A to provide storm water treatment to Lots 1 and 2 of Exhibit A.
5. Subject to Paragraph IV.A., City shall endeavor to substantially complete its obligations hereunder, except for the sidewalk on Lot 3 of Exhibit A (¶ II.A.3.iii.), on or before September 1, 2018, but in no event later than September 15, 2018.

B. Developer Incentive Based Upon Assessed Value of Project.

The aggregate of the Developer's incentives is based upon the Completed Development having Assessed Values for real property tax purposes of not less than the Final Guaranteed Value. If the Assessed Values of the Completed Development is less than the Final Guaranteed Value, Developer and its successors and assigns agree that the Deficit Payment provisions in Paragraph III.C. shall control.

III. DEVELOPER OBLIGATIONS

A. Phase 1.

1. **Construction parameters.** Developer shall have constructed an Aldi grocery store development as Phase 1 of the Project. Developer warrants that the Project shall be of first class quality construction and shall comply with the building, landscaping and site plan as approved by the City Plan Commission. A copy of the Plan Commission site plan approval is attached and incorporated as Exhibit D.
2. **Certificate of Occupancy.** Phase 1 of the project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2019.

B. Phase 2.

1. **Construction parameters.** Developer shall have constructed an additional commercial development as Phase 2 of the Project. Developer warrants that the Project shall be of first class quality construction and shall comply with the building, landscaping and site plan as approved by the City Plan Commission, including concurrent sidewalk installation on Lot 2 of Exhibit A. A copy of the Plan Commission site plan approval for Phase 2 shall be appended to this Agreement as Exhibit E.
2. **Certificate of Occupancy.** The Phase 2 of the project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2023.

C. **Project Valuation.** Developer warrants that the Initial Guaranteed Value (Phase 1 Development) as of January 1, 2019 shall be not less than Two Million and no/100 Dollars (\$2,000,000.00). Further, Developer warrants that the Final Guaranteed Value (Phase 1 and Phase 2 combined) as of January 1, 2023 shall be Three Million Five-Hundred Thousand and no/100 Dollars (\$3,500,000.00). Should the Assessed Value of the Project/s be less than the Initial Guaranteed Value or the Final Guaranteed Value, Developer agrees and covenants that it will make a Deficit Payment equal to the difference in property taxes to be collected due to the shortfall in the Assessed Value. The Deficit Payment shall be determined as follows:

1. The Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer on or before October 15 of the year in which it is levied.
2. If a Deficit Payment is required on the Final Guaranteed Value, the amount due shall be equally apportioned between the Fee Parcels.
3. If not paid in full by October 15 of the year levied, the Deficit Payment amount shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
4. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Project, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under

Wisconsin or Federal laws, provided the Assessed Value is equal to or less than the total Guaranteed Value. Notwithstanding the above, Developer's Tenant, Aldi, reserves the right to challenge the Assessed Value at any time with the understanding that should the Assessed Value be reduced below the Guaranteed Value, GB 1100 Main shall be responsible under this Agreement for any PILOT payments.

5. These and all other provisions shall become restrictive covenants on the transfer of ownership of any interest in the Fee Parcel. City shall record a copy of this Agreement against the Fee Parcel after closing to memorialize these and other obligations in this Agreement.

D. Property to remain taxable. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Subject Property or any portion thereof to become tax exempt. Should the Subject Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Property in accordance with the Deficit Payment provisions in Paragraph III.C.

- E. **Maintenance of Development.** Developer shall, during the Term of this Agreement, keep and maintain the Project in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon the property as is customarily held in developments of like sizes and characters. All insurance policies required under this Section shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin. To assume the respective risks undertaken, said policies of insurance may be written without deductible amounts but with co-insurance features and the exceptions and exclusions comparable to those in similar policies carried by other companies similarly situated, all of which must be approved by City, which approval shall not be unreasonably withheld. Certification of co-insurance shall be filed with City prior to Developer commencing of construction of the Project. In the event of the proposed cancellation or non-renewal of any policy by an insurance company, Developer shall secure adequate replacement insurance policies prior to the effective date of such cancellation.
- F. **Equal Opportunity.** Developer hereby agrees, on behalf of itself and its successors and assigns, that it will not permit the sale, lease, or use of the property or facilities within the Fee Parcel by any party who would act or permit unlawful discrimination or restriction in contradiction of Wis. Stats. § 111.321.

- G. **Subordination.** City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in this Agreement to those of the lender as may reasonably be required.
- H. **Claims, Injury and Property Damage Indemnification.** Developer agrees to protect, defend, indemnify, and hold City, its officers, agents, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, reasonable professional fees, reasonable attorney fees, including those imputed to the City Attorney or other expenses or liabilities of every kind and character to the extent caused by and in connection with, or arising directly or indirectly out of, this Agreement and/or arising out of the operations and construction of this Project. This requirement shall apply with equal force to work performed by Developer, its architect, contractor, or any subcontractor or any other party directly employed or retained by Developer. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto even if it (claims, etc.) is groundless, false or fraudulent. Developer agrees that City will, if City deems appropriate, provide any additional reasonable defense to any claim

hereunto, the full cost of which shall be borne by Developer. Notwithstanding the above, Developer's indemnification obligations under this Section shall not apply to the extent a claim or damage is caused by the City.

IV. DEFAULT PROVISIONS.

A. Enforced Delay in Performance for Causes Beyond the Control of Parties.

For the purposes of any provisions of this Agreement, no party nor any successor in interest shall be considered in breach or default of its obligations with respect to the beginning and completion of any phase of construction or progress in respect thereto in the event of enforced delay in the performance of any obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, force majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, unusual delays by any governmental entity not caused by Developer's acts or omissions, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of these provisions that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of Developer shall be extended for the period of the enforced delay as determined in good faith by City; provided that the party seeking the benefit of the provisions of this Section shall, within Thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors

or subcontractors, Developer shall make a reasonable effort to procure performance and City agrees to grant a sufficient extension to permit such procurement by Developer.

- B. **Breach and Cure.** Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of any breach, the party may bring any action available for any remedy provided in law or equity; except, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.
- C. **Specific Performance Where Remedy Provided.** Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

D. Rights and Remedies Cumulative. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event of default or breach by Developer. No waiver made by City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of City to enforce any other obligations of Developer.

VIII. MISCELLANEOUS.

A. Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized officer of City, and delivered to the party to whom it is directed at the address specified in Section E. hereunder. Whenever under this Agreement the consent, approval or waiver of City is required or the discretion of City may be exercised, the Mayor shall have the authority to act. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

B. Obligations to Run with the Land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Fee Parcel/s as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

- C. **Assignment.** Developer may assign this Agreement only in its entirety, and then only upon written notice of assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and City's consent to the same, which shall not be unreasonably withheld.
- D. **Contractual Interpretation.** The paragraphs headed by roman numerals in this Agreement are referred to as sections and are intended to include, as categories thereunder, lettered subsections. The lettered subsections of this Agreement are to be referred to as sections and the numbered sections, subsections. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.
- E. **Notices.** Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the Parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark:

1. If to Developer: Garritt R. Bader
GB Real Estate Investments, LLC
300 North Van Buren Street
Green Bay, WI 54301

- With a Copy to: Attorney Ryan D. Krumrie
Hager Dewick & Zuengler, S.C.
200 South Washington Street, Suite 401
Green Bay, WI 54301

2. If to City: City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to: City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

- F. **No Liability of City.** City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to these provisions.
- G. **Law Governing.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- H. **Entire Agreement.** This Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all Parties hereto.

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

GB 1100 Main, LLC

By:

Print Name:
Title: Member

Print Name:
Title:

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)
Personally came before me this _____
day of _____, 2018, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission expires: _____

GB Real Estate Investment, LLC

BY:

Print Name: Garritt R. Bader
Title: Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)
Personally came before me this _____
_____, 2018, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

J:\Law\Agreements\2018\Redevelopment Agreement-GB 1100 Main LLC(Aldi)2-27-18-196-001-18.docx

City of De Pere

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)
Personally came before me this _____
day of _____, 2018, the above
named Michael J. Walsh, Mayor and
Shana D. Ledvina, Clerk-Treasurer
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission expires: _____

2817868

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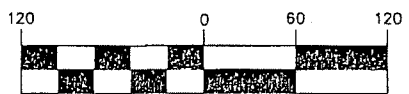
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 31, 32, 33, 37, 38 AND PART OF VACATED OAK STREET, PINE STREET, CEDAR STREET AND 15TH STREET, ALL BEING PART OF LAWTON FARMS SUBDIVISION LOCATED IN PRIVATE CLAIM 28, WEST SIDE OF THE FOX RIVER IN THE VILLAGE OF ASHWAUBENON, NOW CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

NOTES:

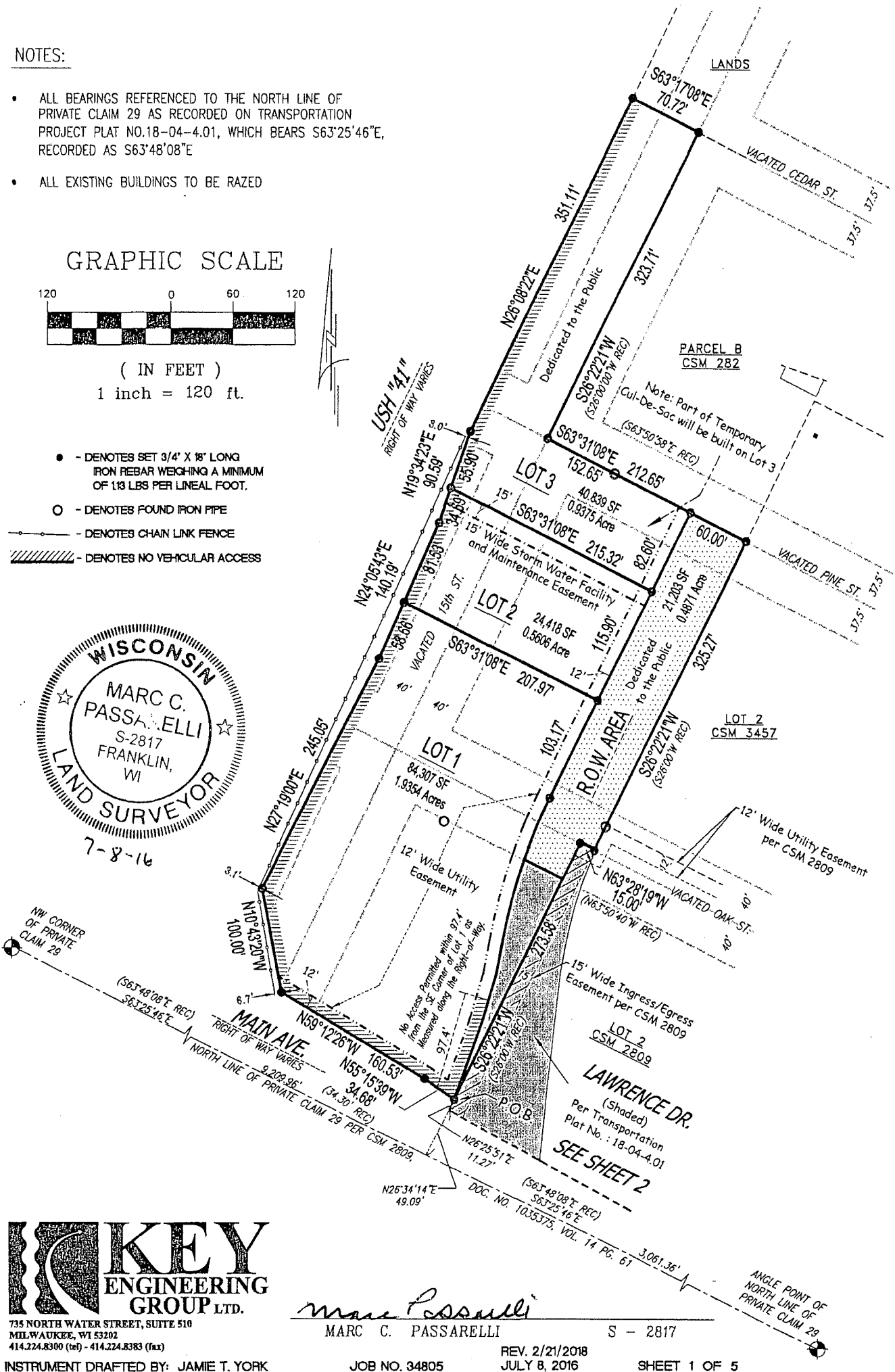
- ALL BEARINGS REFERENCED TO THE NORTH LINE OF PRIVATE CLAIM 29 AS RECORDED ON TRANSPORTATION PROJECT PLAT NO.18-04-4.01, WHICH BEARS S63°25'46"E, RECORDED AS S63°48'08"E
- ALL EXISTING BUILDINGS TO BE RAZED

GRAPHIC SCALE



(IN FEET)
1 inch = 120 ft.

- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING A MINIMUM OF 113 LBS PER LINEAL FOOT.
- - DENOTES FOUND IRON PIPE
- - DENOTES CHAIN LINK FENCE
- /// - DENOTES NO VEHICULAR ACCESS



KEY ENGINEERING GROUP LTD.
735 NORTH WATER STREET, SUITE 510
MILWAUKEE, WI 53202
414.224.8300 (tel) - 414.224.8383 (fax)

INSTRUMENT DRAFTED BY: JAMIE T. YORK

Marc C. Passarelli
MARC C. PASSARELLI S - 2817
REV. 2/21/2018
JULY 8, 2016
SHEET 1 OF 5

Attachment: Exhibit A-GB 1100 Main LLC Redevelopment Agreement (6798 : Resolution #18-24 Authorizing Redevelopment Agreement GB 1100 Main and GB Real Estate)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 31, 32, 33, 37, 38 AND PART OF VACATED OAK STREET, PINE STREET, CEDAR STREET AND 15TH STREET, ALL BEING PART OF LAWTON FARMS SUBDIVISION LOCATED IN PRIVATE CLAIM 28, WEST SIDE OF THE FOX RIVER IN THE VILLAGE OF ASHWAUBENON, NOW CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	79.04'	530.00'	N15°08'04"E	78.96'
C2	104.20'	470.00'	S12°49'26"W	103.99'
				DELTA
				8°37'35"
				12°42'11"

LOT 1
84,307 SF
1.9354 Acres

LOT 2
CSM 2809

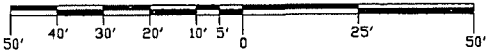
NOTES:

ALL BEARINGS REFERENCED TO THE NORTH LINE OF PRIVATE CLAIM 29 AS RECORDED ON TRANSPORTATION PROJECT PLAT NO.18-04-4.01, WHICH BEARS S63°25'46"E, RECORDED AS S63°48'08"E

ALL EXISTING BUILDINGS TO BE RAZED

- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING A MINIMUM OF 1.13 LBS PER LINEAL FOOT.

SCALE : 1" = 40'



MARC C. PASSARELLI PLS 2817



JOB NO. 34805

INSTRUMENT DRAFTED BY: JAMIE T. YORK

REV. 2/21/2018
JULY 8, 2016

SHEET 2 OF 5

COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 31, 32, 33, 37, 38 AND PART OF VACATED OAK STREET, PINE STREET, CEDAR STREET AND 15TH STREET, ALL BEING PART OF LAWTON FARMS SUBDIVISION LOCATED IN PRIVATE CLAIM 28, WEST SIDE OF THE FOX RIVER IN THE VILLAGE OF ASHWAUBENON, NOW CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Marc C. Passarelli, a Professional Land Surveyor do hereby certify:

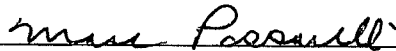
That I have surveyed, divided and mapped part of Lots 31, 32, 33, 37, 38 and part of vacated Oak Street, Pine Street, Cedar Street and 15th Street, all being part of Lawton Farms Subdivision located in Private Claim 28, West side of the Fox River in the Village of Ashwaubenon, now City of De Pere, Brown County, Wisconsin, being more particularly described as follows: Commencing at the Northwest corner of Private Claim 29 as recorded on Certified Survey Map No. 2809; thence South 63° 25' 46" East along said North line, 9,209.96 feet; thence North 26° 34' 14" East, 49.09 feet; thence North 26° 25' 51" East, 11.27 feet to a point on the Westerly line of Lot 2 of Certified Survey Map No. 2809 and the point of beginning of the land to be described; thence North 55° 15' 39" West along the Northerly right-of-way line of Main Avenue 34.68 feet; thence North 59° 12' 26" West along said line, 160.53 feet; thence North 10° 43' 20" West along said line, 100.00 feet to a point on the Easterly right-of-way line of USH "41"; thence North 27° 19' 00" East along said line, 245.05 feet; thence North 24° 05' 43" East, along said line, 140.19 feet; thence North 19° 34' 23" East along said line, 90.59 feet; thence North 26° 08' 22" East along said line, 351.11 feet; thence South 63° 17' 08" East, 70.72 feet to the Northwest corner of Parcel B of Certified Survey Map No. 282; thence South 26° 22' 21" West, 323.71 feet to the Southwest corner of said Parcel B; thence South 63° 31' 08" East, 212.65 feet to the Southeast corner of said Parcel B; thence South 26° 22' 21" West, 325.27 feet to a corner of Lot 2 of Certified Survey Map No. 2809; thence North 63° 28' 18" West, 15.00 feet to the Westerly corner of Lot 2 of Certified Survey Map No. 2809; thence South 26° 22' 21" West along the Westerly line of said Lot 2, 273.58 feet to the point of beginning.

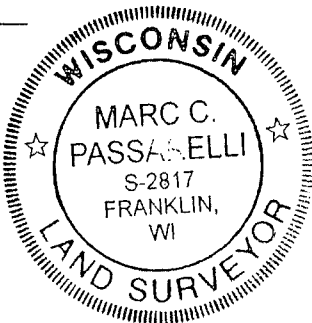
That I have made such survey, land division and map by the direction of the GB REAL ESTATE INVESTMENTS, LLC, owner of said land.

That this map is a correct representation of all exterior boundaries of land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236, Section 236.34 of the Wisconsin Statutes and the City of De Pere in surveying, dividing and mapping the same.

Dated this 8th day of July, 2016,
Revised 10/13/2017, revised 12/29/2017, revised 1/11/2018, revised 2/9/2018, revised 2/19/2018, revised 2/21/2018.


Marc C. Passarelli S-2817
Wisconsin Professional Land Surveyor



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 31, 32, 33, 37, 38 AND PART OF VACATED OAK STREET, PINE STREET, CEDAR STREET AND 15TH STREET, ALL BEING PART OF LAWTON FARMS SUBDIVISION LOCATED IN PRIVATE CLAIM 28, WEST SIDE OF THE FOX RIVER IN THE VILLAGE OF ASHWAUBENON, NOW CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CORPORATE OWNERS CERTIFICATE:

GB REAL ESTATE INVESTMENTS, LLC, a company duly organized and existing under and by virtue of the laws of the State of Wisconsin as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map.

We further certify that this map is required to be submitted to the City of De Pere for approval or objection. Ordinances.

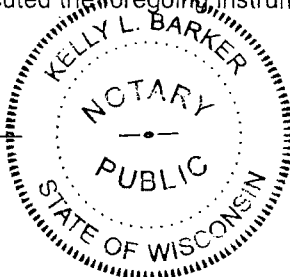
IN WITNESS WHEREOF, the said GB REAL ESTATE INVESTMENTS, LLC caused these presents to be signed by Garritt R. Bader, Member, at De Pere, Wisconsin, on this 12th day of March, 2018.

[Signature]
Garritt R. Bader, Member
GB REAL ESTATE INVESTMENTS, LLC

STATE OF WISCONSIN)
COUNTY)SS

Personally came before me this 12th day of March, 2018, the above named Garritt R. Bader, to me known to be the person who executed the foregoing instrument and to me known to be such Garritt R. Bader, Member of said Company and acknowledged that he executed the foregoing instrument as such officer as the deed of said Company by its authority.

Kelly L Barker
Notary Public, State of Wisconsin
My Commission expires 7-17-20



CONSENT OF MORTGAGEE:

Bank First National, duly organized and existing under and by virtue of the laws of the United States, mortgagor of the above described land, hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of Marc C. Passarelli, surveyor and does hereby consent to the above certificate of GB REAL ESTATE INVESTMENTS, LLC, owner.

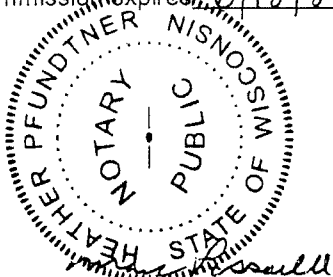
In Witness Whereof, Bank First National, has caused these presents to be signed by Aaron Faulkner, its Senior Vice President at GREEN BAY, WISCONSIN, this 12th day of MARCH, 2018.

[Signature]
Representative
Bank First National

STATE OF WISCONSIN)
COUNTY)SS

Personally came before me this 12 day of March, 2018, the above named Aaron Faulkner to me known to be the person who executed the foregoing instrument and to me known to be such Senior VP, Bank First National Representative and acknowledged that he executed the foregoing instrument as such officer as the deed of said Bank by its authority.

Heather Pfundtner
Notary Public, State of Wisconsin
My Commission expires 6/12/20



VOL 63 PAGE 381

7-8-16

2817868

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 31, 32, 33, 37, 38 AND PART OF VACATED OAK STREET, PINE STREET, CEDAR STREET AND 15TH STREET, ALL BEING PART OF LAWTON FARMS SUBDIVISION LOCATED IN PRIVATE CLAIM 28, WEST SIDE OF THE FOX RIVER IN THE VILLAGE OF ASHWAUBENON, NOW CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

CERTIFICATE OF THE CITY OF DE PERE

Approved by the City of De Pere, this 12th day of March, 2018.

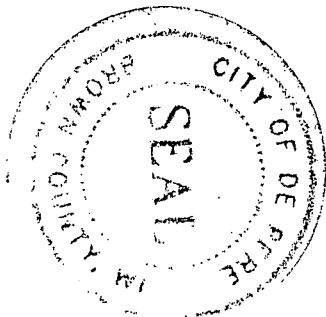
Carey Danen
~~Kim Flom~~ Carey Danen
Director of Planning Deputy Clerk-Treasurer

CERTIFICATE OF THE TREASURER

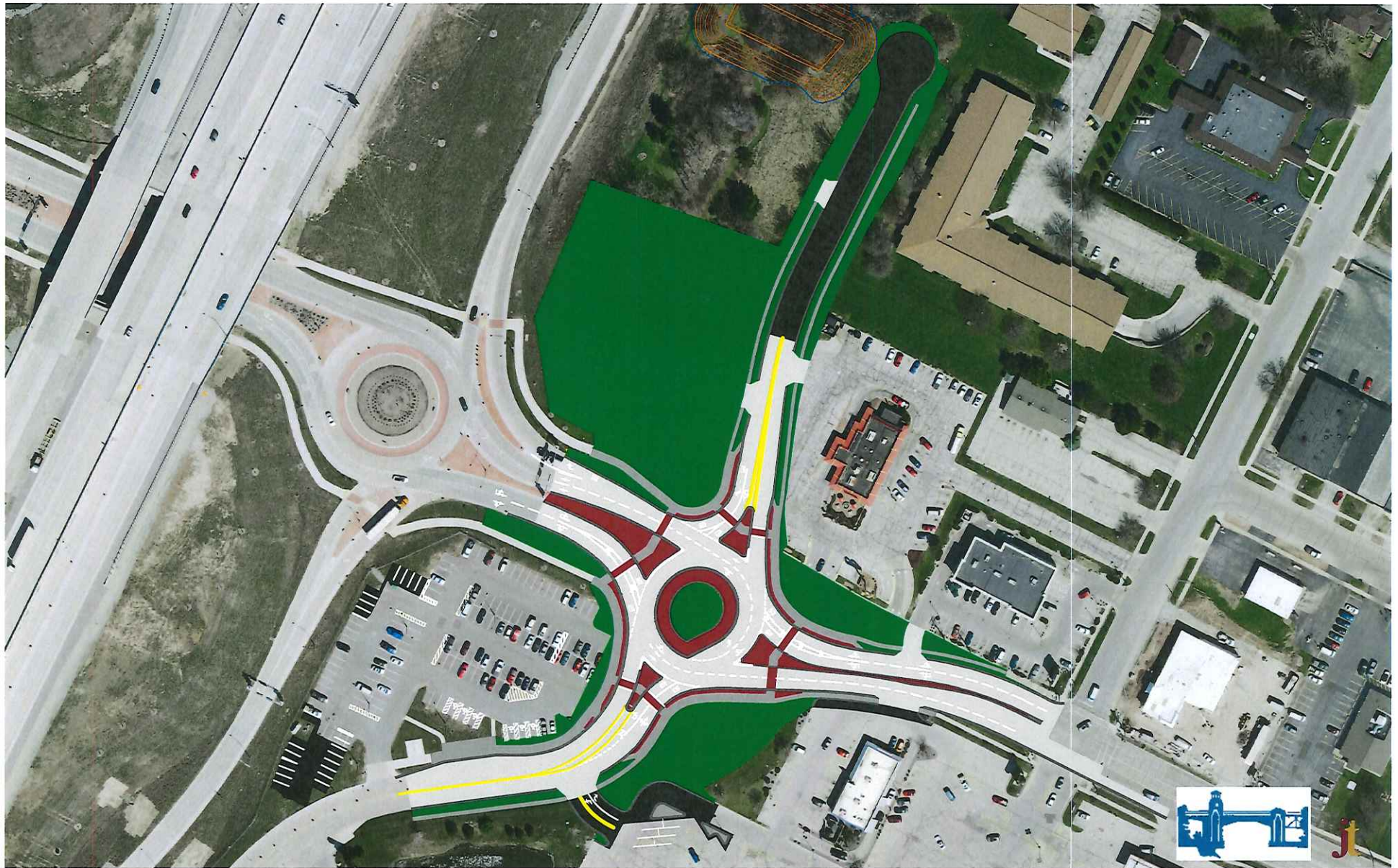
As City of De Pere Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in the Certified Survey Map as of the dates listed below.

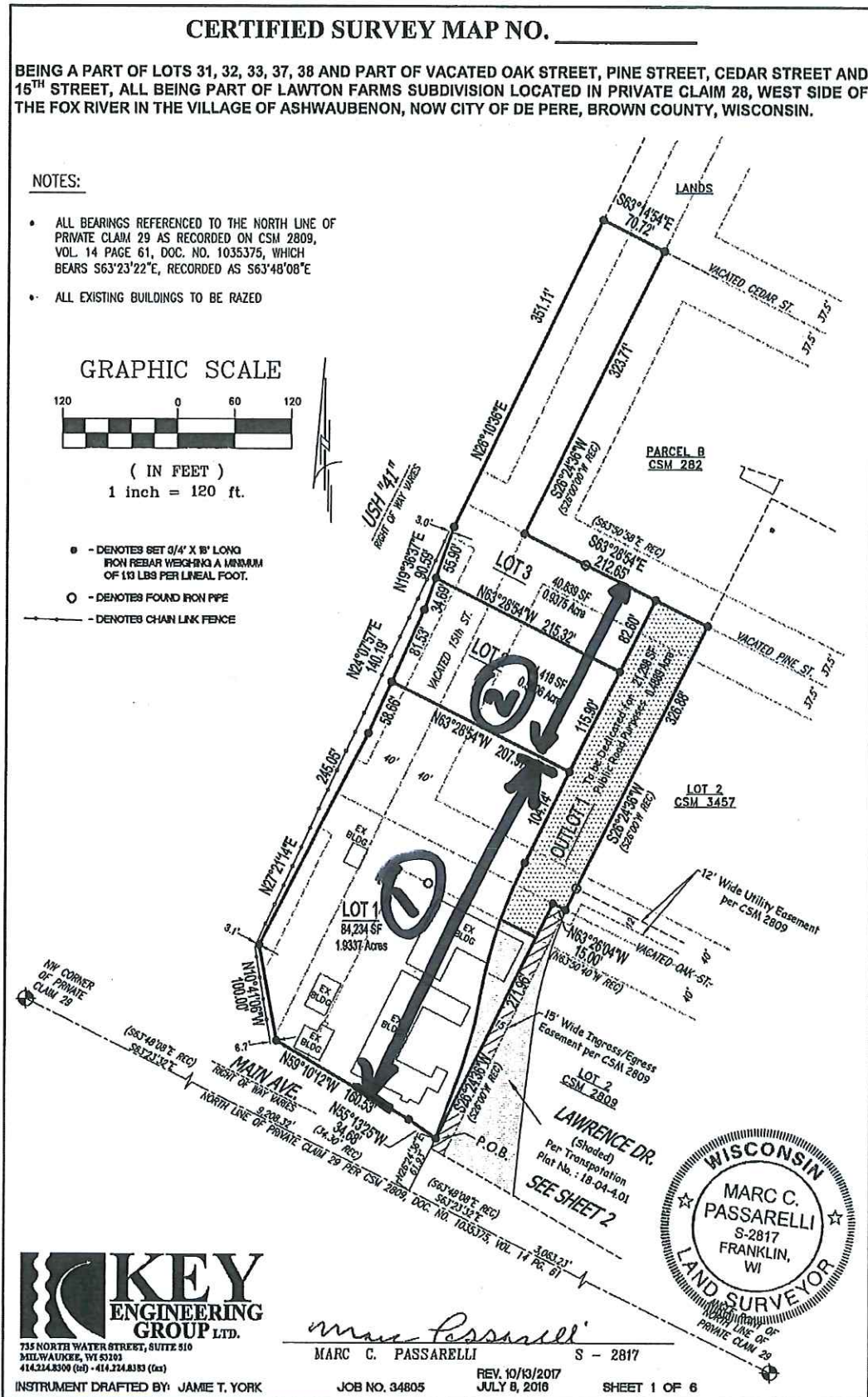
3-12-2018
Date

Shana D. Ledvina Carey Danen
City Treasurer Deputy Clerk-Treasurer



VOL 63 PAGE 382





LEGEND

- LIGHT DUTY ASPHALT PAVEMENT**

 - 9" - 1 1/2" CRUSHED AGGREGATE TB
 - 3" HMA PAVEMENT (2 LIFTS)
 - 1 1/2" BINDER COARSE - 3 LT 58-28 S
 - 1 1/2" SURFACE COARSE - 5 LT 58-28 S

HEAVY DUTY ASPHALT PAVEMENT

 - 12" - 1 1/2" CRUSHED AGGREGATE TB
 - 4" HMA PAVEMENT (2 LIFTS)
 - 2" BINDER COARSE - 3 LT 58-28 S
 - 2" SURFACE COARSE - 5 LT 58-28 S

CONCRETE PAVEMENT

 - 6" CONCRETE SLAB WITH 6 x 6 - W2.9 W.W.M.
 - 6" MIN. - 1 1/2" CRUSHED AGGREGATE TB

CONCRETE SIDEWALK

 - 5" CONCRETE SIDEWALK
 - 4" - 1 1/2" CRUSHED AGGREGATE TB

4" SOLID YELLOW STRIPE

4" DIAGONAL AT 45° SPACED 2' O.C.

ADA PARKING STALL SIGNAGE WITH PAINTED SAFETY YELLOW BOLLARD

18" CURB & GUTTER (SEE DETAIL)

18" REVERSE CURB & GUTTER (SEE DETAIL)

TAPER CURB HEAD (SEE DETAIL)

BUILDING DOOR SLAB (2% MAX SLOPE OVER 5-FT OF DRIVE IN OR MAN DOOR)

ADA STALL INSIGNIA

PARKING COURT (FOR INFORMATION ONLY, NOT TO BE PAINTED)

MAN DOOR

**CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL
CONSTRUCTION NOTES LOCATED ON SHEET C-2**

TOTAL LOT SIZE: 84,234 SF (1.94 AC)
TOTAL # PARKING STALLS: 91

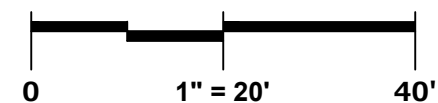
Version 8.0 Prototype
Left Hand Entry, Side Dock
23,621 sq.ft. INCLUDING CANOPY
Canopy Sq. Ft.: 1,286
Building Sq. Ft.: 22,335

FF ELEV: 614.40'

LOT 2
CSM 2809



GRAPHICAL SCALE (FEET)



PLAN | DESIGN | DELIVER
www.pinnacle-engr.com

WISCONSIN OFFICE:
15850 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

ALDI
1040 MAIN AVENUE, DE PERE, WI

SITE DIMENSION & PAVING PLAN

REVISIONS

1	PC SUBMITTAL	12/19/17			

REG JOB No. **818.00-WI**
REG PM _____ MAC _____
START DATE **09/07/17**
SCALE **1" = 20'**

SHEET
C-4
C-8

SITE INFORMATION

USDA PLANT HARDINESS ZONE	5a (-20 to -15 Degrees F)
LOT ZONING	C-2 - Commercial
LOT AREA	84,234 SQ. FT. (1.93 Acres)
SITE BUILDING AREA	23,621 SQ. FT.
TOTAL IMPERVIOUS	65,645 SQ. FT. (1.51 Acres)
TOTAL GREENSPACE	18,589 SQ. FT. (0.43 Acres)
SITE LANDSCAPE PERCENTAGE	22.1%
TOTAL PARKING STALLS	91 STALLS

INSITE

LANDSCAPE DESIGN

Landscape Consulting
and Master Planning Design Services

11525 W. North Avenue Suite 1B
Wauwatosa, WI 53226
Tel (414) 476-1204
www.insitedesigninc.com
mdavis@insitedesign.com

Project:

ALDI
Food Store #XX

Lawrence Drive
Beaver Dam, WI 54115

Issuance and Revisions:

Date	Number	Description
11/12/17		Client Review Submittal
11/13/17		Plan Commission Submittal
12/19/17		Plan Commission Submittal

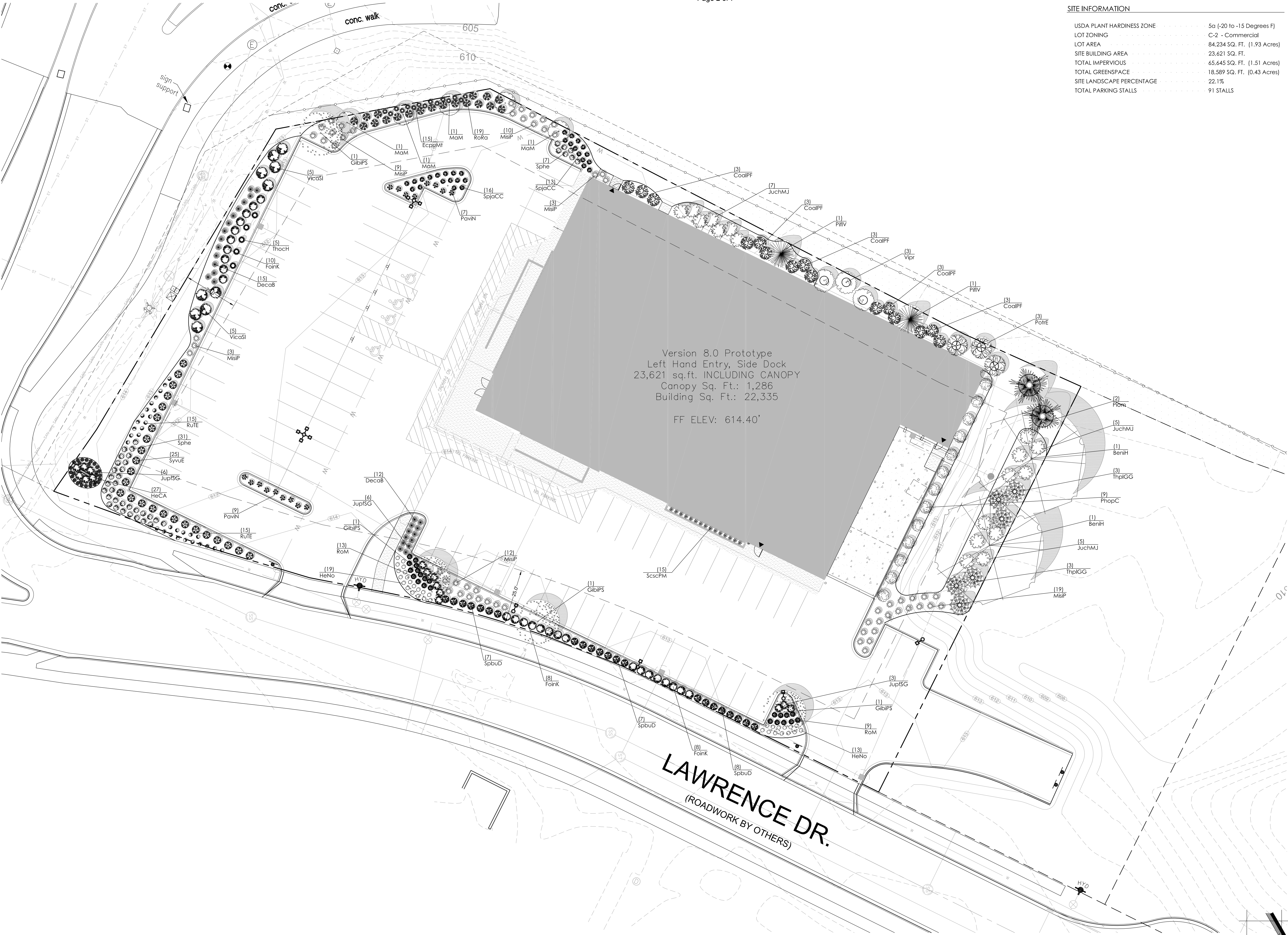
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Sheet Title:

PROPOSED LANDSCAPE PLAN

Date of Drawing:	12/19/17
Scale:	1" = 20'-0"
Drawn By:	MCD
Job Number:	L17-059
Sheet Number:	

LSP1.1



Proposed Plant Material Table

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	BenH		Betula Nigra 'Heritage'	Heritage River Birch	8' - 10' - Clump B&B	1
4	GibiPS		Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	2 1/2'-Cal - B&B	2
5	MaM		Malus 'Marilee'	Marilee Flowering Crab	1 1/2' Cal - B&B	
3	PotrE		Populus tremula 'Erecta'	Columnar Swedish Aspen	2'-Cal - B&B	
3	Vipr		Viburnum prunifolium	Blackhaw viburnum	7' - B&B	3

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
2	Piom		Picea omorika	Serbian Spruce	6' - B&B	
2	PflvE		Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6' - B&B	
6	ThpiGG		Thuja plicata 'Green Giant'	Green Giant Arborvitae	6' - B&B	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
15	CoalPF		Cornus alba 'Praltie Fire'	Prairie Fire Dogwood	24'- Cont	
26	FalnK		Forsythia x Intermedia 'Kolgold'	Magical Gold Forsythia	18" - 24"- Cont	
13	PhopC		Physocarpus opulifolius 'Mindia'	Coppertina Ninebark	2' - 3' - B&B	
22	RoM		Rosa 'Meimiro'	Apricot Drift Groundcover Rose	18" - Cont	
19	RoRa		Rosa x 'Radiko'	Double Knock Out Rose	18" - 24"- Cont	
29	SpjaCC		Spiraea japonica 'NCSX1'	Double Play Candy Corn Spirea	18" - Cont	
22	SpbuD		Spiraea x bumalda 'Dolchica'	Dolchica Spirea	18" - 24"- Cont	
25	SyvuE		Syringa vulgaris 'Eldancer'	Tiny Dancer Lilac	24"- Cont	
10	VicaSl		Viburnum carlesii 'J.N. Select A'	Spice Island Korean spice viburnum	24" - 30" - B&B	

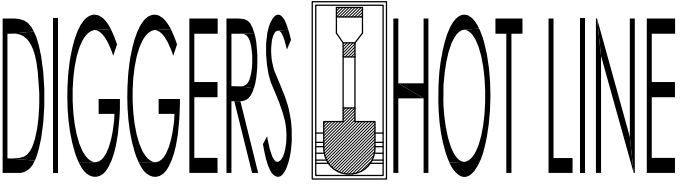
Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
17	JuchMJ		Juniperus chinensis 'Mint julep'	Mint julep juniper	24" - B&B	
15	JupfSG		Juniperus x pfitzeriana 'MonSan'	Sea of Gold Juniper	24" - B&B	
5	Thoch		Thuja occidentalis 'Holmstrup'	Holmstrup Dwarf Arborvitae	3' - 4' Cont	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
27	DecoB		Deschampsia caespitosa	Bronze Veil Tuft Hair Grass	1-Gal - Cont	
56	MisP		Miscanthus sinensis 'Purpurascens'	Purple Silver Grass	1-Gal - Cont	
17	PavvN		Panicum virgatum 'Northwind'	Northwind Switch Grass	1-Gal - Cont	
15	ScscPM		Schizachyrium scoparium 'Prairie Munchkin'	Prairie Munchkin Little Bluestem	1-Gal - Cont	
38	Sphe		Sporobolus heterolepis	Prairie Dropseed	1-Gal - Cont	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
15	EcpuM		Echinacea purpurea 'Merlot'	Merlot Coneflower	4 1/2" pot	
28	HeCA		Hemerocallis x 'Chicago Apache'	Chicago Apache Daylily	4 1/2" pot	
32	HeNo		Hemerocallis x 'Nosferatu'	Trophytaker Nosferatu Daylily	4 1/2" pot	
31	RUTE		Rudbeckia 'TigerEye'	TigerEye Gloriosa Daisy	4 1/2" pot	

- Comments
- 1. Multi-stem (3) Specimen Clump
 - 2. Male Only

TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN



DIGGERS HOT LINE

WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

UNDERGROUND SEWER AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL THE MILWAUKEE UTILITY ALERT NETWORK (800) 242-8511, (262) 452-7910 (877) 506-6592 www.DiggersHotline.com OR



Know what's below. Call before you dig.

SITE INFORMATION

USDA PLANT HARDINESS ZONE 5a (-20 to -15 Degrees F)
LOT ZONING C-2 - Commercial
LOT AREA 84,234 SQ. FT. (1.93 Acres)
SITE BUILDING AREA 23,621 SQ. FT.
TOTAL IMPERVIOUS 65,645 SQ. FT. (1.51 Acres)
TOTAL GREENSPACE 18,589 SQ. FT. (0.43 Acres)
SITE LANDSCAPE PERCENTAGE 22.1%
TOTAL PARKING STALLS 91 STALLS

LANDSCAPE PLAN GENERAL NOTES

- * * PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH. * *
- AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
 - ALL PLANTINGS SPECIFIED FOR THE ALDI FOOD STORE #XX PROJECT PLANTING TABLES (SHEETS LSP1.1 SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
 - ALL DEVIATIONS FROM THE APPROVED ALDI FOOD STORE #XX PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
 - ALL PLANTS MUST BE BID AND SELECTED PER THE SPECIES SPECIFIED ON THE PLANS. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
 - PROTECT PUBLIC FROM CONSTRUCTION WITH BARRIERS AND BARRICADES.
 - ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SODDED/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
 - CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
 - QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS AND COVERAGE OF ALL AREAS DELINEATED. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
 - CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING. ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITIONS.
 - WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION FOR COORDINATION AND RESOLUTION.
 - GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
 - ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVIEWED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
 - FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.3 FOR FURTHER INFORMATION.
 - ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.3 FOR FURTHER INFORMATION.
 - LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.
 - PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL, CLAY OR STONES. REFER TO LSP1.3 FOR FURTHER INFORMATION.
 - ALL TREES TO BE INSTALLED, STAKED AND GUYED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.3 FOR FURTHER INFORMATION.
 - PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING ALL LAWN TREES.
 - ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 8" - A DEPTH OF 1/2" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.3 FOR FURTHER INFORMATION.
PER EVERY 100 SQUARE FEET ADD:
ONE - 2 CUBIC FOOT BALE OF PEAT MOSS. 2 POUNDS OF 5-10 -5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
 - ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.
 - WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2'-3" DRESSING OF SHREDDED HARDWOOD OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.3 FOR FURTHER INFORMATION.
 - PER ALDI SPECIFICATIONS, TWO LAYERS OF WEED BARRIER MADE FROM FIBERGLASS AND ULTRA-VIOLET LIGHT RESISTANT MATERIAL SHALL BE PLACED IN ALL PLANTING BEDS UNDERNEATH SHREDDED BARK MULCH. MAKE PROPER OPENINGS FOR ALL PLANT MATERIAL TO ALLOW FOR GROWTH AND PLANT SURVIVABILITY.
 - LAWN INSTALLATION: PER ALDI SPECIFICATIONS, CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (4" MIN) AND SEED BED (REMOVE ALL STONES 1" OR LARGER). APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PER ALDI SPECIFICATION REQUIREMENTS:
METHOD OF INSTALLATION BE SEED BY BROADCAST SPREADER METHOD; ALL SEEDING OPERATIONS SHALL BE PERFORMED IN SUCH A MANNER THAT THE SEED IS APPLIED IN THE SPECIFIED QUANTITIES EVENLY DISTRIBUTED THROUGHOUT THE AREA SOWN AND UNIFORMLY TEXTURED LAWN. IN THE DESIGNATED TURF-GRASS AREAS, APPLICATION FERTILIZER SHALL BE PLACED AT A MINIMUM OF 80 POUNDS PER ACRE AND SEED AT A MINIMUM OF 200 POUNDS PER ACRE. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF.
PROVIDE A 100% BIODEGRADABLE WOOD FIBER EROSION CONTROL BLANKET AND E-STAPLES®. A 100% BIODEGRADABLE TURF STAPLE FOR ALL TURF AREAS, SUCH THAT IT PROVIDES TEMPORARY PROTECTION FOR TURF GRASS SEED AND TOPSOIL DURING THE GERMINATION AND ROOT SYSTEM DEVELOPMENT STAGE. SPECIFIED BLANKET: CURLEX I CL BLANKET AND E-STAPLE FROM AMERICAN EXCELSIOR COMPANY - LOCAL SUPPLIER. REINDER'S (800) 785-3301. A CURLEX EROSION CONTROL MATTING AND E-STAPLES SHOULD BE USED IN SWALES AND STEEP GRADES WITH SLOPES GREATER THAN THREE (3) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL RISE AND WHERE APPLICABLE.
 - REQUIRED SEED MIXES:
DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301
20% KENTUCKY BLUE GRASS
15% NEWPORT KENTUCKY BLUE GRASS
15% SR 2100 Kentucky Bluegrass
25% Creeping Red Fescue
15% Replicator Perennial Ryegrass
10% Fiesta 4 Perennial Ryegrass
APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER INFORMATION.
 - DURING THE INITIAL "30 DAY MAINTENANCE PERIOD" THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPLANTING OR THRIVING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED. NO EXCEPTIONS WILL BE GRANTED.
 - ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPIRANT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPLANTATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBORVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.
 - MAINTENANCE. THE OWNER SHALL TEND AND MAINTAIN ALL PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED PLAN. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST.
MAINTENANCE NOTE:
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
1. NECESSARY IRRIGATION (IF REQUIRED)
2. INTEGRATED PEST MANAGEMENT.
3. PROPER FERTILIZATION
4. TREE CARE AND PRUNING. SHRUB TIP CLIPPING AND SHAPING AS REQUIRED.
5. REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED, OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY.
6. WEED MANAGEMENT AND BED CARE.

Project:

ALDI
Food Store #XX

Lawrence Drive
Beaver Dam, WI 54115

Issuance and Revisions:

Date	Number	Description
11/12/17		Client Review Submittal
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Sheet Title:

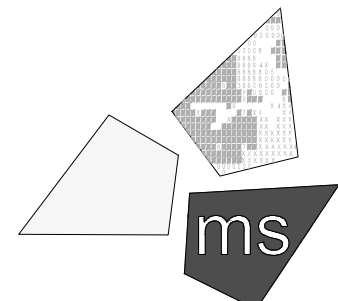
PROPOSED LANDSCAPE PLAN
GENERAL NOTES,
AND PLANT MATERIAL TABLE

Date of Drawing:	12/19/17
Scale:	1" = 20'-0"
Drawn By:	MCD
Job Number:	L17-059
Sheet Number:	

LSP1.2

Issued:		Date:
A	Concept No. 2	01/04/18
B		
C		
D		
Revisions:		Date:
1		
2		
3		
4		
5		
6		
7		
8		
9		

[DO NOT SCALE PLANS]
Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact ms consultants with any need for additional dimensions or clarifications.



ms consultants, inc.
engineers, architects, planners
2221 Schrock Road
Columbus, Ohio 43229-1547
phone 614.898.7100
fax 614.898.7570

DRAWN BY: AML

REVIEWED BY: ACC

Seal

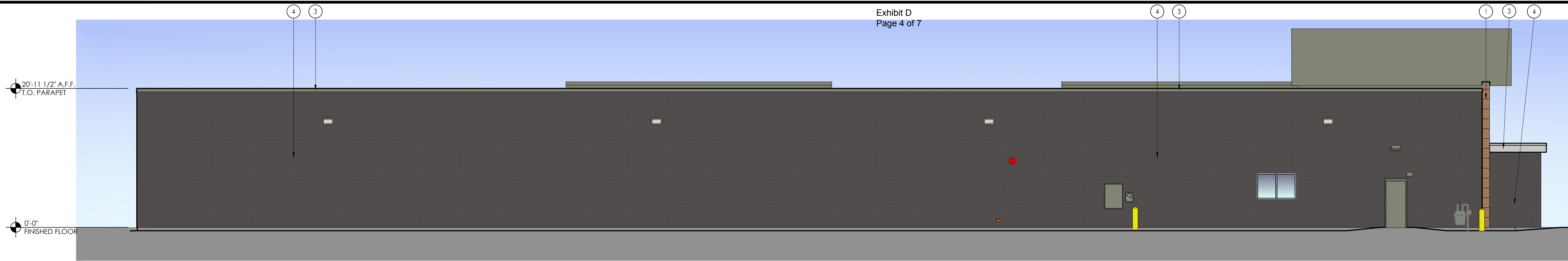


ALDI Inc. Store #: XX
Project Name
Lawrence Dr. & Main Ave.
De Pere, WI 54115
Brown County
Project Name & Location:

Concept
Exterior Elevations
Drawing Name:
Prototype Rls. 07/21/17 Project No. 40321-41
Type: LHSD-V8
Scale: As Noted Drawing No. A-201

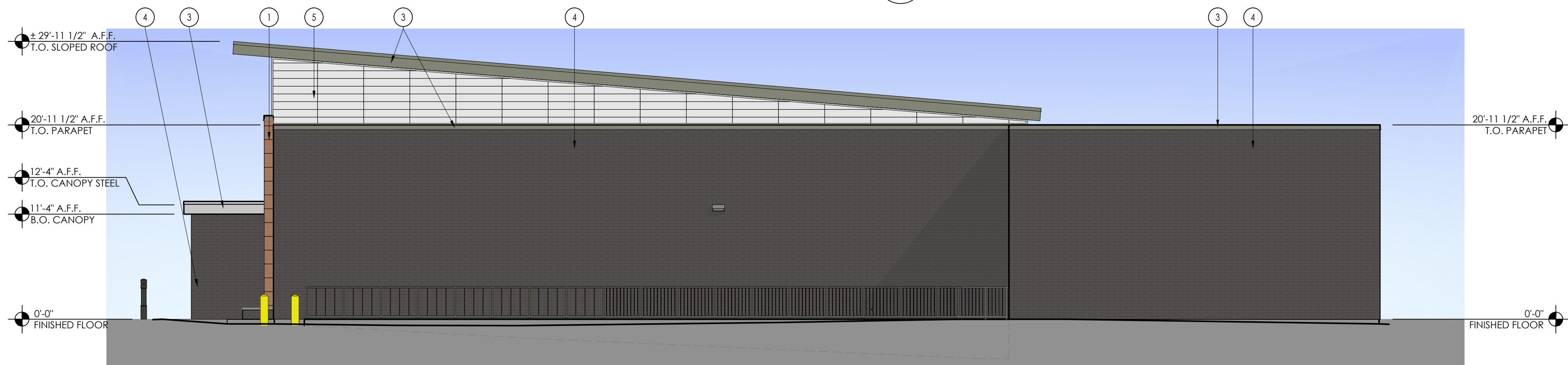
PRELIMINARY - NOT FOR CONSTRUCTION

Exhibit D
Page 4 of 7

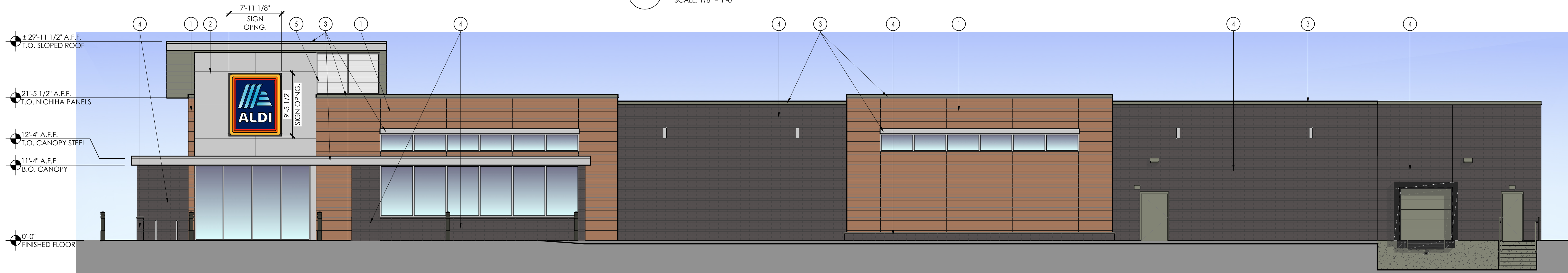


4 North Elevation
SCALE: 1/8" = 1'-0"

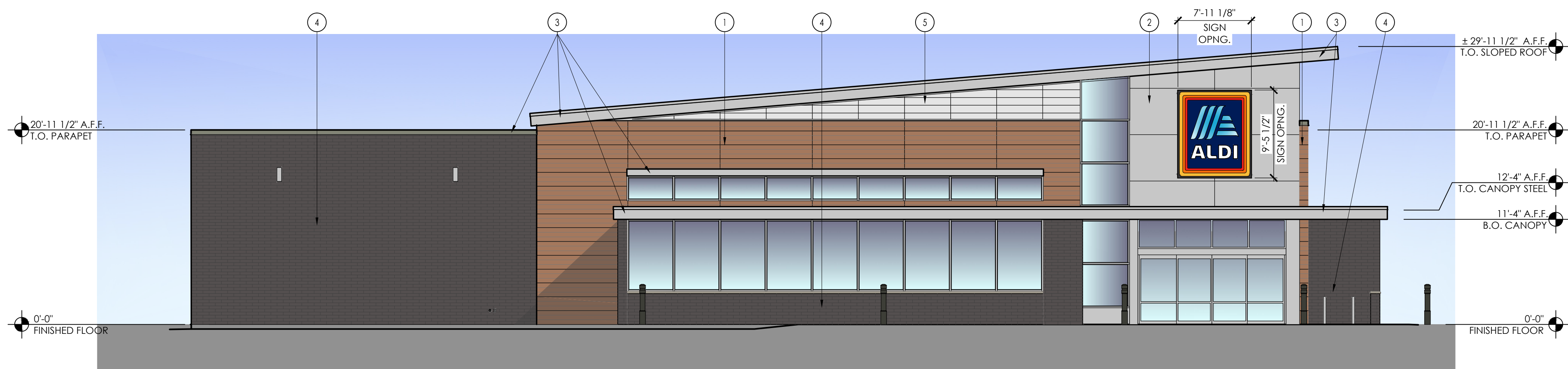
MATERIAL LEGEND



3 East Elevation
SCALE: 1/8" = 1'-0"



2 South Elevation
SCALE: 1/8" = 1'-0"



1 West Elevation
SCALE: 1/8" = 1'-0"

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			

Please note that the colors shown here are a graphical representation to show contrast in materials only. Due to the nature of electronic media, colors may vary depending on computer or printer used.

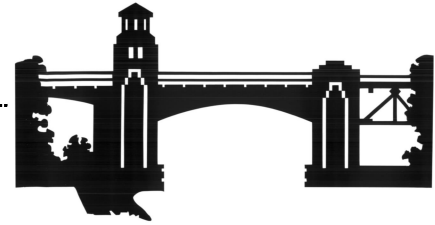
For review of actual colors, a material sample board should be created on a project specific basis.

Design and colors shown are based on the draft of the V8.0 Exterior Remodel Prototype as of 12/27/2017.

Exhibit D
Page 5 of 7

CITY OF DE PERE

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



January 9, 2018

Garritt Bader
GB Real Estate Investments LLC
300 N Van Buren St
Green Bay, WI 54301

RE: Site Plan Review for a new commercial building and parking area called ALDI at 1030 Main Avenue (All of Parcel WD-VA454 and part of Parcels WD-VA-450, WD-VA450-1, WD-VA455-1)

Dear Mr. Bader:

Thank you for the site plan application for Aldi, located at 1030 Main Avenue. The City of De Pere Plan Commission reviewed the Site Plan application on 1/08/18 and recommended approval, subject to compliance with the comments outlined on the attachment.

Please prepare a site plan resubmittal that addresses the attached conditions. The resubmittal should be sent to myself and must include digital PDF files of all drawings, one full size set, and one 11x17 set.

The final site plan will not be formally approved, and no permits will be issued, until all of the conditions have been satisfied and the City has issued a final site plan approval memo. Approval by Common Council is not required for this site plan.

Should you have any questions regarding the decision or require further information, contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

A handwritten signature in black ink that reads "Peter Schleinz". The signature is stylized with a long, sweeping line extending from the end of the name.

Peter Schleinz
City Planner

cc: Kimberly Flom, RLA/AICP, Economic Development & Planning Director
David Hongisto, Chief Building Inspector
Dennis Jensen, Building Inspector

Attachment: Exhibit D-GB 1100 Main LLC Redevelopment Agreement (6798 : Resolution #18-24 Authorizing Redevelopment Agreement GB

Exhibit D
Page 6 of 7

ATTACHMENT: Plan Commission Comments and Conditions of Approval

Engineering:

1. If the water meter is greater than a 1-inch, please give the City's Water Department one month advance notice so the meter can be ordered.
2. On Sheets C-3 and C-4, provide ALL boundary lines of the property with the dimensions.
3. Sheet C-2 has the comment that contractor shall coordinate with the Municipality for termination of public utility connections to site. Update data to reflect that water services need to be removed at the main and the corp turned off.
4. Sheet C-3 should show existing services (water, sanitary sewer) coming to the buildings.
5. Pursuant to the WisDOT correspondence dated March 15, 2017: There shall be no driveways on either side of the north leg of the roundabout for 150 feet from the yield line. Please show that the southern driveway is in compliance with this distance.
6. On Sheet C-4 the driveway dimensions at the road need to be shown.
7. On Sheet C-5 the northern driveway's elevations does not match into the roadway elevations. At the center of the driveway, the expected roadway flowline elevation was 610.53. Same for the southern driveway, the expected roadway elevation was 612.81. The City has 90% plans available to verify the roadway sections
8. On Sheet C-6 the elevation given for the top of the sanitary lateral pipe for crossing three leaves the pipe below the anticipated sanitary stub invert listed on the same sheet. $603.49 - 0.5 = 602.99$, which is below 603.08.

Fire:

None. The applicant should contact the Fire Department prior to submitting building permit plans in order to review fire code requirements.

Forestry:

None.

Health:

The new establishment guidelines information packet and Health Department license application must be submitted prior to obtaining occupancy permit.

Planning:

1. Coordinate the southern drive aisle location with the McDonald's site plan across the street so that both drive lanes align with each other and are at least 150 feet from the proposed Main Avenue and Lawrence Drive intersection.
2. Very strongly recommend reducing the two drive lanes at the east and west end of the southern parking area from 25-feet to 24-feet, and adding the extra two feet to the width of the landscaped island near the southeast end of the parking area. Landscaping islands should be the approximate size of two parking stalls.
3. The site plan requires elevations for the "proposed pylon sign," however, new pylon signs are not allowed in De Pere. Submit drawings showing a pole sign that meets Code for staff review and approval. Pole signs, per Code, must have structures and architectural features that emulate the primary structure.
4. Verify that the signage is not inappropriately within a setback.
5. Consider adding a walkway that connects the crosswalks at the corner of the lot to the building, in addition to the one walkway alongside the drive lane.
6. Identify the bicycle parking location.
7. Support the site plan showing 91 stalls subject to confirmation from the applicant that 91 stalls is suitable for the success of the proposed business.
8. Provide a "No vehicular access" symbol (defined in the Legend) along the full length of Main Avenue and the first 150-feet of Lawrence Drive on the site plan.

Exhibit D
Page 7 of 7

9. In the site plan identify the purpose/future for the truck turnaround that crosses onto Lot 2. Clarify if it permanent for turning around only, or if it is to become a future drive lane/access for Lot 2, etc. The property owner (Aldi) will need to record an easement or agreement for the shared use of the driveway with the northern neighboring property.
10. Subject to the successful approval and recording of a related CSM for the site that creates the boundaries for dedicated right-of-way and proposed Lots 1-3.

Inspection:

1. Dumpsters shall be screened in accordance with De Pere's refuse and recycle storage Chapter 14-60 (j).
2. Area of site disturbance exceeds one acre, a WDNR NOI/WPDES permit shall be obtained prior to a municipal soil erosion control permit.
3. Provide 6 inch schedule 40 pvc sanitary sewer from the 8-inch sewer lateral to the proposed building.
4. Provide verification that the existing well has been properly abandoned.

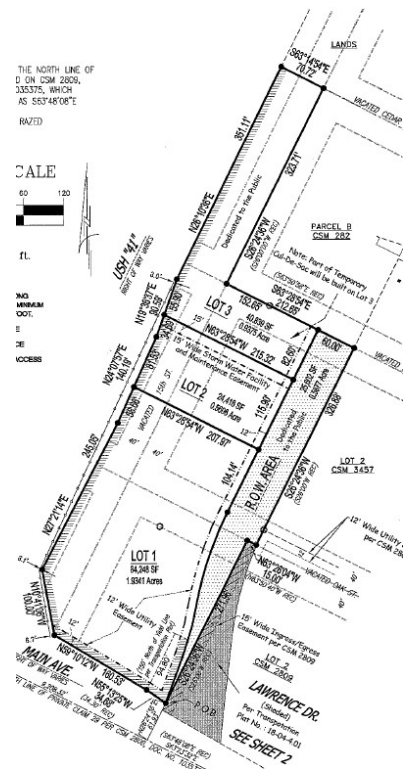
We propose a Redevelopment Agreement for this project that includes the following terms:

Developer Obligations

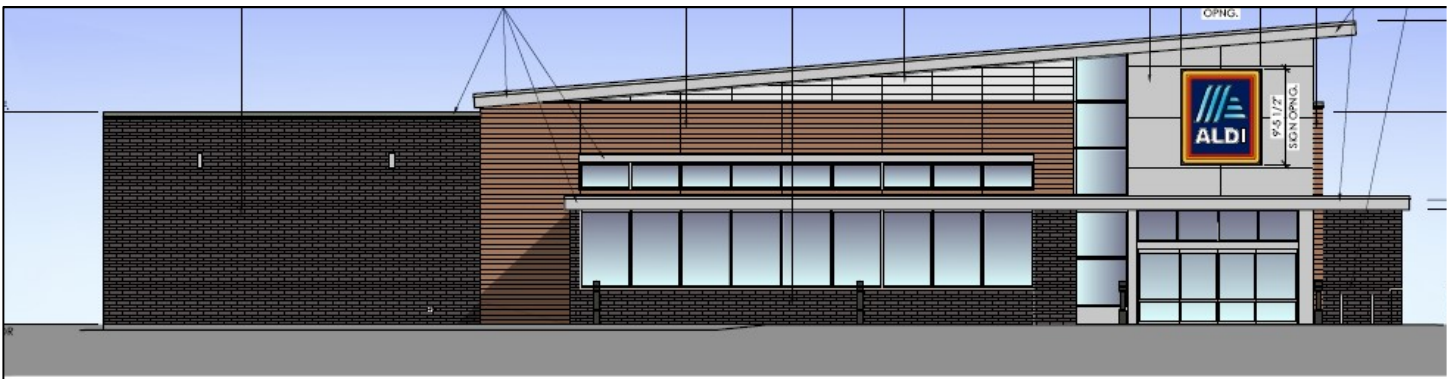
1. Developer to construct grocery store to be completed and assessed by January 1, 2019. Additional development to occur no later than 2023 resulting in guaranteed minimum assessed value of \$3.5M.
2. Developer to provide right of way and regional pond property to City at no cost.
3. Lot 1, Aldi site to conform with approved site plan and building elevations. Lot 2 to secure Plan Commission approval of site plan and elevations.
4. Lot 1, Aldi site to provide a guaranteed minimum value of \$2,000,000 by January 1, 2019. Lot 2, future development to provide additional value that results in \$3,500,000 for both lots by January 1, 2023. Guaranteed minimum value required for the life of the TID (2037).

City Obligations

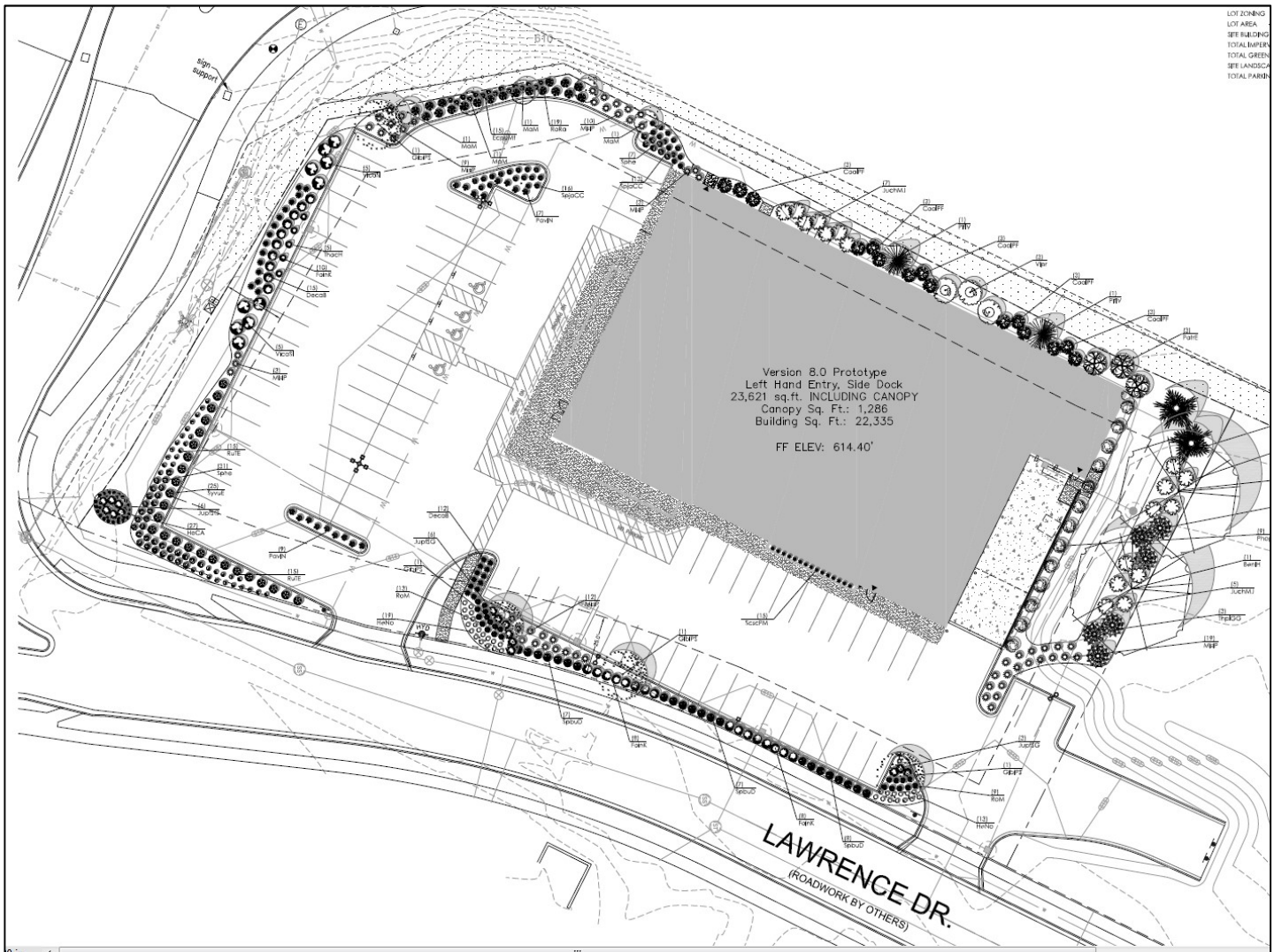
1. City to construct roundabout that serves property. Construction to be substantially complete by September 15, 2018.
2. City to provide the following infrastructure development incentives:
 - Extend Lawrence Drive and utilities. City to install infrastructure on Lawrence Drive as follows
 - Location 1, Lot 1, Aldi Site – Sanitary sewer, water main, storm sewer, street and sidewalk.
 - Location 2, Lot 2 – Sanitary sewer, water main, storm sewer and street. Sidewalk to be constructed when Lot 2 develops. City will be responsible for the sidewalk on Lot 3 when Lawrence Drive is extended to the north and connects to Cedar Street. (Note that the infrastructure will all go in as part of the Main/Lawrence infrastructure project – the difference between 1 and 2 is that 2 will not have a sidewalk until developed)
 - The City will construct a regional pond that will provide stormwater treatment to Lots 1 and 2.



CSM – Approved 2018



Aldi Grocery Store Elevation – Approved 2018



Aldi Grocery Store Site Plan – Approved 2018

TID #13 Project Plan and Infrastructure funding

The proposed redevelopment terms align with the Project Plan for TID #13. The proposed projects provide important taxable development to fund the TID in return for infrastructure improvements to the intersection, road network and stormwater facilities. When created, the TID #13 project plan utilized a \$4,000,000 assessed value for these properties. As designs were finalized, the amount of developable area decreased due to the stormwater facility. Therefore, the developer proposed decreasing the guaranteed assessed value to \$3,500,000. However, the City also incurred cost savings off of estimate amounts for property acquisition and construction costs. The City's TID #13 consultant Baird, prepared an updated cash flow proforma analysis based on the refined numbers for the new development and infrastructure construction. This analysis, attached, shows a project cost recovery up to three years earlier than previously anticipated. Development on these parcels will generate increment until 2037.

The developer hopes to begin construction of the Aldi building this spring, and has already submitted building permit plans to the state for review. Other completed approvals include:

- Area Development Plan by Plan Commission and Council (May-June 2017)
- Site Plan and Building Elevation approval by Plan Commission (January 2018)
- CSM approval by Plan Commission and City Council (January 2018)

If the terms are approved by the Finance and Personnel Committee, the City Council will review a redevelopment agreement at the March 20, 2018 meeting.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

City of De Pere

Tax Increment District No. 13

Cash Flow Proforma Analysis

Current Market Rates + 0.25 % (BQ)	
\$2,800,000	
G.O. Community Development Bonds	
Dated June 1, 2018	
Amount for Projects.....	\$2,800,000
Capitalized Interest.....	\$0
Cost of Issuance (est.).....	\$56,000
Rounding.....	\$2,446
Less: Reoffering Premium.....	\$58,446

Type of TID: Mixed-Use
2017 TID Inception (7/18/2017)
2032 Final Year to Incur TIF Related Costs
2037 Maximum Legal Life of TID (20 Years)
2038 Final Tax Collection Year

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Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #18-25 Authorizing Lease Agreement with Badger Office City

ATTACHMENTS:

- Reso18-25 (DOCX)
- City of De Pere Maintenance Contract 2018 (XLS)
- City of De Pere One Page Municipal Agreement 2018 (PDF)
- first floor copier 2018 (DOC)
- Badger Office City quote (PDF)
- Ricoh quote (PDF)
- Wisconsin Doc. Imaging quote (PDF)

RESOLUTION #18-25

AUTHORIZING LEASE AGREEMENT WITH BADGER OFFICE CITY
(Photocopier City Hall 1st Floor)

WHEREAS, City Hall 1st Floor is in need of a new photocopier; and

WHEREAS, Badger Office City has available and offers to provide photocopier equipment in accordance with the terms and conditions of their Lease Agreement and Customer Maintenance Contract Agreement attached hereto; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Lease Agreement and Customer Maintenance Contract Agreement, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Location: _____

Customer Maintenance Contract Agreement

This agreement ("Agreement") made DATE Goes by and between City of De Pere (**Customer**), having a principal place of business at 333 S Broadway St De Pere WI 54115 and Badger Office City ("Provider"), sets forth the terms and conditions under which Provider agrees to provide specified maintenance services for Customer under the terms of this Agreement.

WHEREAS, **Customer** desires to obtain maintenance services ("Services") from Provider; and

WHEREAS, Provider desires to be a supplier of Services to **Customer**; and

WHEREAS, both **Customer** and Provider desire a mutually beneficial relationship between the companies regarding such Services.

NOW, THEREFORE, in consideration of the mutual promises made herein, **Customer** and Provider agree as follows:

1. **TERM.** This Agreement shall be effective as of the date stated in the opening paragraph and shall continue in effect for One year(s) (the "Term") until terminated by either party in accordance with the termination provisions in Section 6. In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of this Section 1 on Term and Section 6 on termination shall govern and control.

2. **RENEWAL.** At the end of the Term, this Agreement shall automatically be extended for successive one (1) year periods ("Renewal Terms") unless either party gives at least sixty (60) days prior written notice of its intention to terminate the Agreement. Rates are subject to change at the date of the Renewal.

3. **RESPONSIBILITIES OF CUSTOMER.** Customer shall provide Provider with full access and availability to the Equipment to perform Services. Customer shall also provide adequate working space and facilities, including heat, light, ventilation, electric current, outlets and the like for use by Provider personnel in providing Services. All such space and facilities shall be within a reasonable distance of the Equipment to be serviced and shall be provided at Customer's expense. Customer is responsible to remove, or implement other safeguards to protect all programming, programs, data, removable storage media, documentation, supplies and all options, alterations and attachments before any Equipment is presented for Service.

4. **INCLUDED IN THIS AGREEMENT IS.** Parts, labor, toner, travel time, drums, & developer under normal machine wear/use and @ Remote*.

a. **Excess toner charge.** Applicable toner will be provided based on the manufacturer's current estimated yield (copies/prints) per bottle/cartridge. Any deviation from this yield may result in an additional charge and will be invoiced to the customer at the then current published company price for toner. Consumable prices subject to change without notice.

Yield per bottle/cartridge: Black 37,000 Cyan N/A Yellow N/A Magenta N/A
Initial Here: _____

5. **EXCLUSIONS FROM SERVICE.** Provider will not be responsible for providing Services for damaged or failing Equipment if the damage or failure is caused by:

- Paper, staples, professional services*, repairs due to the misuse/damage of the machine, and any repair that results in an insurance claim.
- Customer's** failure to continually maintain a suitable environment prescribed by the applicable manufacturer;
- Accidents, Acts of God, disaster, transportation, vandalism, negligence, misuse or abuse;
- All items considered consumables by manufacturer.
- Any items broken due to physical abuse.
- Any cracked plastics or cosmetics.
- Service of the Equipment by anyone other than Provider.
- Customer's inadequate use, or failure to use supplies.
- Other than normal wear or use beyond the normal or engineered life cycle of the Equipment, or Provider's inability to maintain the Equipment in good operating condition using standard field replaceable parts and accessories; (c) painting or refinishing Equipment or furnishing material thereof.

* **Professional services fees** include, but are not limited to the retraining of operators, software updates, firmware updates, installing print drivers, programming of templates, department codes, scan paths and address books. Upgrades/changes made by the customer to their computers, network operating systems or solution providers that result in the dispatch of a service technician to your location may result in Professional Service Fee charges. Should a dealer technician arrive on site to diagnose a copier related network/print/fax/scan problem, and that technician determines that he can successfully print/fax/scan to the copier with a crossover cable connected directly to his laptop, thereby eliminating the local network, further Professional Services may be billable. Professional Services fees are billed at a minimum of \$105.00 and at \$105.00 /hr thereafter.

6. **TERMINATION.**

(A.) **NORMAL TERMINATION.** Either party may terminate this Agreement after the Initial Term by providing sixty (60) days prior written notice. Termination pursuant to this clause shall not relieve the parties of their mutual responsibilities and obligations under Services being performed under any active Purchase Orders unless and to the extent that such Services are terminated by mutual agreement. If a new machine is purchased from another vendor, it is the **Customer's** responsibility to ensure Badger Office City has the final meter reading for the machine to do the final billing. If this is not given to Badger Office City, the final meter reading will be estimated according to past usage, and any service, parts, and/or supplies installed since the expiration of the previous contract will be billed to the **Customer's** account and any uninstalled supplies provided under the maintenance contract will need to be returned to Badger Office City.

(B.) **TERMINATION FOR DEFAULT.** Either party may terminate this Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within the thirty (30) days after notice of such default (or such additional cure period as the non-defaulting party may authorize.)

(C.) **ACTS OF INSOLVENCY OR BANKRUPTCY.** Either party may terminate this Agreement by written notice to the other party and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidates, voluntarily or otherwise. In the event that any of the above events occur, the party so affected shall provide ten (10) days prior written notice to the other party of such occurrences.

(D.) **RESOLUTION OF CONFLICTS BETWEEN THIS AGREEMENT AND GENERAL TERMS AND CONDITIONS.**
In the event of any conflict or inconsistency between the provisions of this Agreement and the General Terms and Conditions, the parties hereto agree that the provisions of Section 1 on Term and this Section 6 on termination shall govern and control.

7. **GENERAL.** This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement may not be modified or changed except by a writing signed by an authorized representative of each party. Except as expressly permitted herein, neither this agreement nor any of each party's rights herein may be transferred or assigned without the other party's express written consent. This Agreement shall be binding upon and inure to the benefit of each party, its permitted successors and assigns. No delay in notice of a party's default hereunder or in exercising any right permitted herein or under law shall constitute a waiver by the other party. No waiver of any provision or right herein shall constitute a waiver of any other provision or right in the future. Customer's service or purchase requisitions or purchase orders provided to Provider will be subject to and controlled by this Agreement, including the terms and conditions, if any, contained in any Customer service or purchase requisition or purchase order.

8. **SOLE AND ENTIRE AGREEMENT.** It is further agreed that, together with the General Terms and Conditions, this Agreement constitutes the complete and entire agreement of the parties with respect to the Services to be provided hereunder and supersedes and oral or written communication, prior agreement or understanding, proposal, advertisement or representation with respect to its subject matter.

9. **MAINTENANCE CONTRACT RATE.** The maintenance contract rate is attached under Schedule A.

a. Minimum \$25.00 monthly charge (per machine) applies to all contracts.

Initial Here

10. **SUBSTITUTION OF PERFORMANCE.** Customer agrees that (i) Provider may assign or transfer its rights and obligations under this Agreement to another provider.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER AUTHORIZATION OF EQUIPMENT MAINTENANCE AGREEMENT

By: (Authorized Signature)

Date

Printed Name

Title

Jon P are

APPROVED BY BADGER OFFICE CITY



4716 Expo Drive
Manitowoc, WI 54220
www.badgerofficecity.com

P: (920) 684-3671
TFP: (800) 783-3671
F: (920) 684-3699

Location: _____

SCHEDULE A

Our services provide you with:

- * Emergency service calls during **regular** business hours.
- * Factory trained technicians to give quality service.
- * Quick & effective service.

Customer Name: City Of De Pere
Customer Address: 333 S Broadway ST
City: De Pere State: WI Zip Code: 54115

Machine ID # To Be Added
Model # MP 5055 Serial # To Be Added

Initial Contract Period: ??/2018 to ??/2022

Meter Type	Copies Included	Base Charge	Copy Overage	Billing Frequency
Black	0	\$0.00	\$0.00520	Monthly
Color	N/A	N/A	N/A	Monthly

* Minimum \$25.00 monthly charge (per machine) applies to ALL contracts.

Please enter the current meter reading(s) below

Meter Type	Current Meter(s)
Black	
Color	

Obtaining Meter Readings: Please indicate how you would like Badger Office City to obtain the meter readings for your machine based on the billing frequency chosen. Select option A or B and complete.

☒ **A) Remote Tracking Software:** The machine MUST be connected to the network for this option.

This is a value added service, which will allow for meter readings and software updates, if necessary. By choosing this option for the meter read plan, you are authorizing Badger Office City to set up a remote tracking device and meter reading system on your (the customer's) product.

Contact Name _____
Contact Phone _____
Contact E-mail _____

☐ **B) Non-Networked Machine**

Contact Name _____
E-mail Reminder _____
Fax Reminder _____
Phone Reminder _____



AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **1335703**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **De Pere City Of**

ADDRESS: **335 S Broadway**

De Pere, WI 54115-2526

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Badger Specialty Co

Manitowoc, WI

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Savin MP 5055 system

EQUIPMENT LOCATION: **As Stated Above**

(*PLUS TAX)

TERM IN MONTHS: **48**

MONTHLY PAYMENT AMOUNT*: **\$120.73**

PURCHASE OPTION*: **Fair Market Value**

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment; and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE:

DATE:

SIGNATURE: **X**

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:

CITY OF DE PERE**MEMO**

DATE: March 7, 2018

TO: Honorable Mayor Michael J. Walsh;
Members of the Finance/Personnel Committee

FROM: Shana Ledvina, Clerk-Treasurer

RE: First Floor Copier Lease

The current copier machine lease (48 months) for First Floor City Hall (\$622.50 quarterly, \$2,490.00 annually) is expiring. Attached and listed below are the quotes received for a new lease (Lanier MP 5055sp).

Name:	Lease Term	Lease Payment (monthly)	Maintenance	Usage (est. 11,000 copies /month)	Monthly Total	Annual Total
Wisconsin Document Imaging (GB) (current lease)	48 month	175.00	.0039 per copy	42.90	\$217.90	\$2,614.80
Wisconsin Document Imaging (GB)	48 month	154.50	.0039 per copy	42.90	\$197.40	\$2,368.80
Badger Office City (Manitowoc)	48 month	120.73	.0052 per copy	57.20	177.93	\$2,135.16
Ricoh Business Solutions (Appleton)	48 month	152.03	.0055 per copy	60.50	212.53	\$2,550.36

I recommend signing a lease with Badger Office City. They offer the most competitive pricing and boast quick response times to service calls.



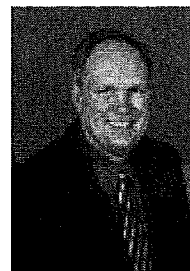
BADGER OFFICE CITY

SUPPLIES - FURNITURE - MACHINES

Bruce G Sengbusch

4716 Expo Drive
Manitowoc WI 54220

Local: (920) 684-3671
Toll Free: 1-800-783-3671



Bruce@badgerofficecity.com
920-676-4388 cell

February 28, 2018

City of De Pere
Shana Defnet
De Pere Clerk - Treasurer
333 S Broadway St
De Pere, WI 54115
920-339-4050
sdefnet@mail.de-pere.org

Dear Shana,

Thank you for taking the time from your schedule to evaluate the enclosed proposal. I appreciate the opportunity to develop a long-term relationship with City of De Pere.

I look forward to working with you and your staff at City of De Pere providing you with Badger Office City award winning products, service, support, and the highest level of customer support that City of De Pere expects from its technology partner. Again, thank you for the opportunity and your consideration. With your approval, I can begin implementation of this solution in a timely fashion.

If you have any further questions, please call me at (920) 684-3671.

Sincerely,

Bruce G Sengbusch
Badger Office City
920-676-4388 cell
1-800-783-3671 Office
bruce@badgerofficecity.com
www.Linkedin.com/in/brucesengbusch

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Packet Pg. 166

Attachment: Badger Office City quote (6801 : Resolution #18-25 Authorizing Lease Agreement with Badger Office City)



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920-676-4388 cell

Lanier MP 5055sp Black Copier/Printer/Scanner(color scan)

- 50 pages per minute black & white
- 2 GB RAM - 320 GB Hard Drive
- 1200 x 1200 dpi
- 10.1 Wide Super VGA Smart Operation Panel with USB/SD Card Slot
 - Drag and Drop
 - Pinch and Flick
 - Swipe Scrolling
 - Widgets
 - Toner Levels
- (2) 550 sheet drawers (user adjustable) 16 to 45lb bond (60 – 300gsm)
- (1) Cabinet
- (1) 100 sheet bypass, 14 to 80lb cover (52 - 300gsm) – up to 12" x 18",
- Auto Paper Select
- Date Stamp
- Electronic/Rotate Sorting
- **Mobile Copy, Print, Scan & Fax**
 - Supported by Smart Device Connector
- **Security Features**
 - HDD Encryption - HDD Data Overwrite - Encrypt Address Book
- **Copy**
 - SPDF Single Pass document feeder (220 originals)
 - Automatic 2 sided copying
- **Network ready**
 - **Printer**
 - Sample – Hold - Stored and locked print
 - Classification Code
 - **Scanner – one pass color duplex**
 - speed up to 88 ipm – 176 ipm duplex
 - Scan to email (with LDAP Support) - Scan to folder (SMB/FTP/NCP) - Scan to URL
- **Fax**
 - Scanning Speed 0.7 sec
 - Modem Speed 33.6 k – 2,400 bps
 - Quick/Speed Dials 2,000
 - Group Dials 100 Groups (500 per group)
 - Internet Fax by E-mail
 - IP Fax
 - Lan Fax
 - Fax Forward to E-mail/Folder
 - LDAP Support
- Warm up time is less than 14 seconds
- Power Requirements
 - 120v, 60hz, 12A
- Energy Star
- Installation
- Training

Lease Options:

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$92.39/month

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Attachment: Badger Office City quote (6801 : Resolution #18-25 Authorizing Lease Agreement with Badger Office City)



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920-676-4388 cell

1.18.e

OPTIONS

Internal Finisher SR3132

500 Sheet Internal Finisher provides multi-position stapling and optional hole-punching. Recommended for offices with limited floor space. Supports paper sizes up to 11 x17

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$7.84/month

Hybrid Finisher SR3210

1,000 Sheet Hybrid Finisher

For offices that produce collated and stapled sets of documents, the SR3210 helps shorten production time. It offers 50-sheet, multi-position stapling, mixed-size stapling, optional hole-punching, and shift-sort collating, as well as a staple-less binding capability of up to 5 sheets. Supports paper sizes up to 11 x17

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$15.37/month

Finisher SR3230

3,000 Sheet Finisher

For offices that produce collated and stapled sets of documents, the SR3230 helps shorten production time. It offers 50-sheet, multi-position stapling, mixed-size stapling, optional hole-punching, and shift-sort collating. Supports paper sizes up to 11 x17

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$15.37/month ✓

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BUSINESS SHREDDERS

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Packet Pg. 168

Attachment: Badger Office City quote (6801 : Resolution #18-25 Authorizing Lease Agreement with Badger Office City)



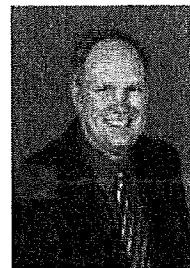
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920-676-4388 cell

Booklet Finisher SR3220

1,000 Sheet Booklet Finisher

Allows documents to be professionally finished as paginated, saddle-stitched booklets. It provides three destinations for output, and offer optional hole-punching. Ideal for the production of program guides, instruction sheets, newsletters, and meeting agendas. Supports paper sizes up to 11 x17

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$27.99/month

Booklet Finisher SR3240

2,000 Sheet Booklet Finisher

Allows documents to be professionally finished as paginated, saddle-stitched booklets. It provides three destinations for output, and offer optional hole-punching. Ideal for the production of program guides, instruction sheets, newsletters, and meeting agendas. Supports paper sizes up to 11 x17

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$35.09/month

2 or 3 Hole Punch

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$5.91/month ✓

Internal Multi-Fold Unit FD3000

Multi-fold option that allows for the creation of professionally designed finished documents such as newsletters, brochures, and sales and marketing materials. Folding patterns include Z-Fold, Half-Fold, Outer Tri-Fold and Inner Tri-Fold.

Lease Options:

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$62.40 /month

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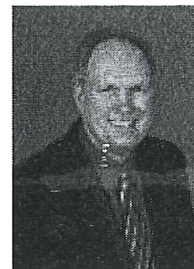
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920-676-4388 cell

Maintenance Program:

Award winning Service Department

- Ricoh Prestige Technical Award
- With Over 25 years experience

Includes

- Service Calls
- Labor
- All Parts
- Preventive Maintenance
- Response time 4 hours or less
- Toner
- Paper and Staples not included
- CPC (Cost per Click) pay for what you use for the month
- B&W billed at \$0.0052
- @Remote (Networked)
 - Automatically takes meter reading
 - Automatically notify Badger when the system needs service or toner.
 - Keep the device up-to-date with remote firmware upgrades

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BUSINESS SHREDDERS

Badger Office City is Locally Owned and Operated



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1.18.e

OPTIONS

LCIT PB 3260

- 2,000 Sheet Drawer
- Paper Size 8.5 x 11
- Paper Weight 80 Lb Bond – 166 Lb Index (up to 300gsm)

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$7.06/month

PB 3220 2 x 550 Sheet Drawers

- 2 x 550 Sheet Drawer
- Paper Size 8.5 x 11
- Paper Weight 80 Lb Bond – 166 Lb Index (up to 300gsm)

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee and tax.

48 months.....\$7.06/month

Attachment: Badger Office City quote (6801 : Resolution #18-25 Authorizing Lease Agreement with Badger Office City)

LANIER
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BUSINESS SHREDDERS

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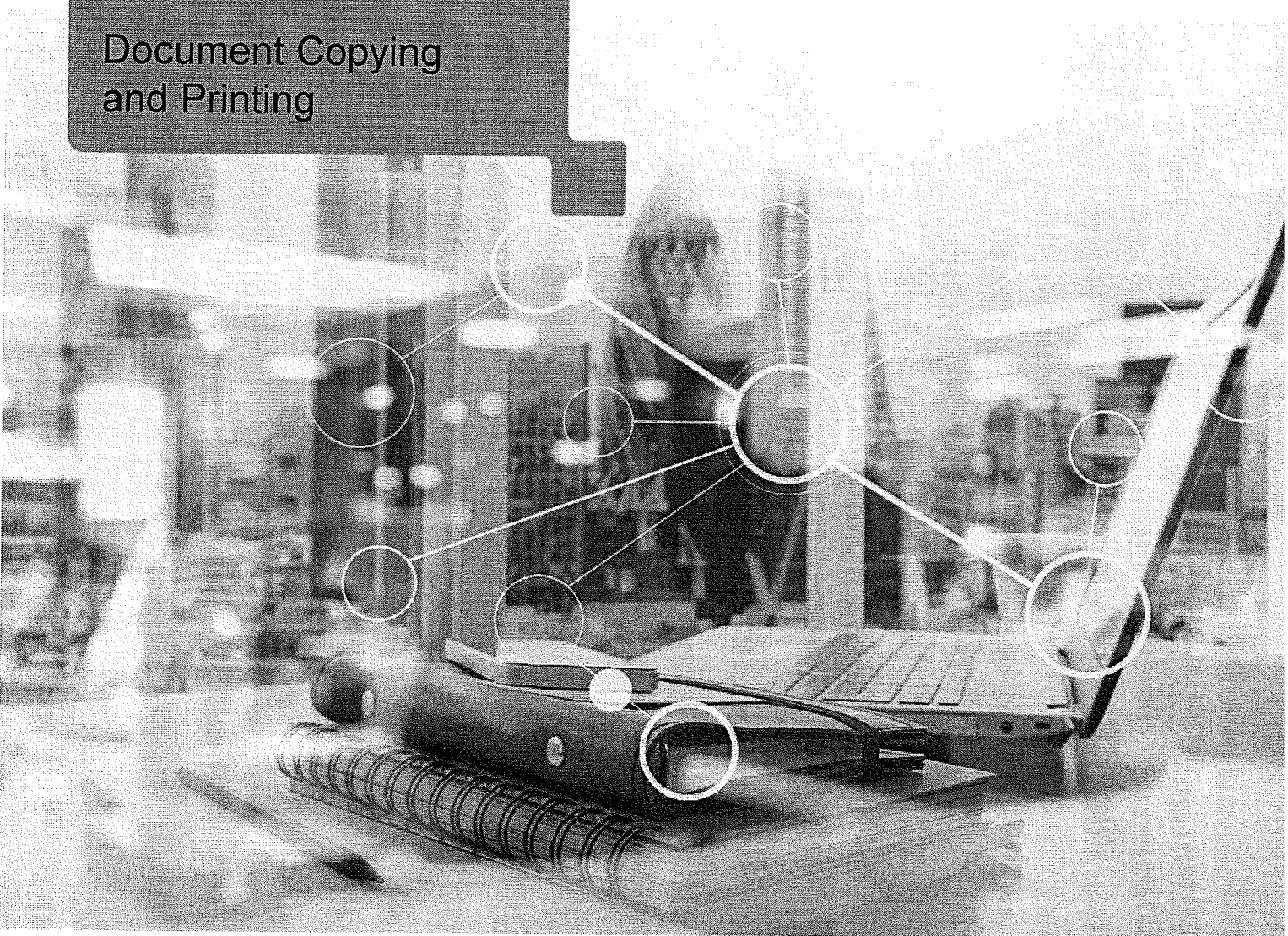
Packet Pg. 171

RICOH
imagine. change.

Solutions Proposal

Document Copying
and Printing

City of De Pere-
Shana Ledvina
920-339-4050



PREPARED BY:

Jim Radcliff

Ricoh USA

920-243-7738

James.Radcliff@ricoh-usa.com

February 28, 2018

Packet Pg. 172

The Ricoh Value Proposition

At Ricoh, we look at our customer's businesses from every angle to help them create the future they want. We see where there is room for innovation, where there is room to grow, and where there is room to rethink. Our dedicated people, processes and technologies drive the path to change that delivers the top business outcomes desired by our customers...whatever they might be. Ricoh is committed to providing our people with all the tools necessary to not only imagine what's next for businesses, but to drive the change necessary within those businesses, to create the future they want.



Drive Cost Effectiveness

We help businesses increase efficiency by identifying non-core and labor intensive tasks that would be more efficiently done by others, and recommend technology investments that optimize business processes.

Maintain Data Privacy and Security

With more data at risk every day, customers look to Ricoh and our long history of securing data for the processes and technology that provide secure accessibility in their IT infrastructure.

Streamline Business Processes

We re-engineer critical workflows to optimize the flow of information and greatly enhance business agility for our customers.

Manage Organizational Change

Change isn't always easy, but it is critical to any organization's growth. Our technology solutions and work expertise help increase adoption of change.

Maximize Worker Productivity

Empowering iWorkers to collaborate, innovate and problem-solve rather than re-creating information that already exists is our top priority.

Optimize Information

We unlock business information hidden within companies and make it more easily available to the right people, at the right place and at the right time.

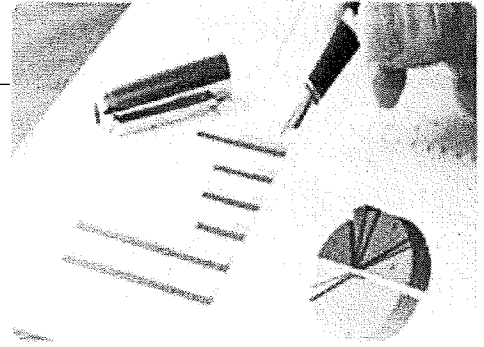
Build a Strategic Infrastructure

Beyond recommending systems and software, our teams of experts offer the critical expertise needed to design environments within which any businesses' unique processes can flourish.

Achieve Environmental Stability

As the industry leader in eco-solutions, we are driving businesses toward conserving energy and minimizing waste. It's good for business... and the planet.

Financial Considerations



Ricoh MP 5055SP (Qty 1)

Included

- Delivery
- Installation
- Operator training
- Service performed by Ricoh customer service technicians *(you will incur no additional charges for parts or labor)*
- All service and supplies included, except paper

Item	Purchase	Monthly Lease (48 Months)
Ricoh MP 5055SP- with Finisher SR 3210, Bridge Unit BU 3070, LCIT PB3260, Punch Unit PU 3050, Fax Option, and Surge Protector.	\$6,091	\$152.03
Contract #505ENT-M15-MFDCOPIER-05		
Maintenance Agreement: \$0.0055 cost per copy, includes all service and supplies except paper.		

Attachment: Ricoh quote (6801 : Resolution #18-25 Authorizing Lease Agreement with Badger Office City)

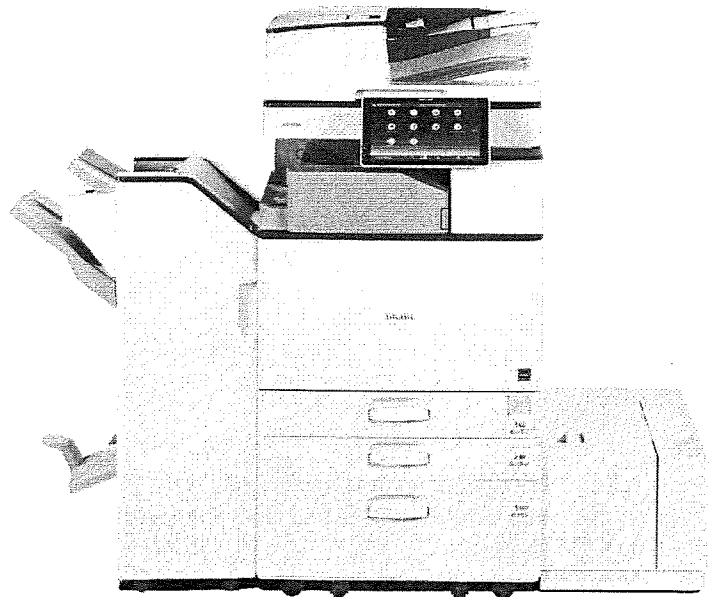
Proposed Solution

Ricoh MP 5055

The MP 5055 delivers fast B/W print speeds of 50-ppm and is designed to help customers turn around their jobs faster, while providing crisp image quality, media flexibility, advanced security and eco-friendly features. The standard intuitive Smart Operation Panel with NFC connectivity improves overall user operability and is equipped to support the needs of today's mobile office with the power to streamline workflows and enhance output from creation to finish.

KEY FEATURES

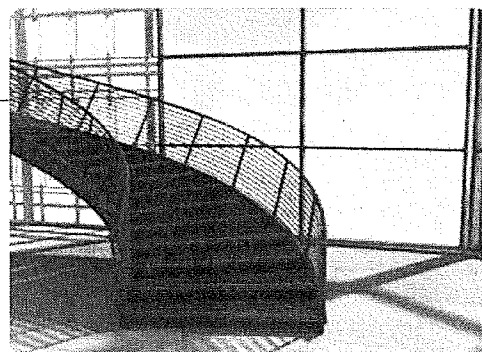
- 50-ppm B/W printing speeds
- 10.1" Soft Key Smart Operation Panel with integrated USB/SD Card ports
- Standard PostScript Emulation and PDF Direct Print Support
- Copy/Print/Scan
- Auto Duplexing
- 220 Sheet Single Pass Document Feeder
- 2 x 550 sheet paper trays support paper weights up to 300 g/m2
- 2 GB RAM
- New Application Site allows administrators to browse, download, install and update single function apps on their own
- 320 GB hard disk drive (HDD) with standard DOSS, Encryption and Copy Data Security
- Near Field Communication (NFC) capabilities enable hands-free authentication and easy mobile access
- Reduced recovery time from Sleep Mode
- Enhanced finishing options including a new inner folder unit, enable more jobs to be done "in-house"



This product image shown above may be configured with additional options/accessories not included with the mainframe. For more information, please speak with your Ricoh Sales Representative.



Transformation



Our Approach. Our Solutions.

Ricoh believes that the key to transforming the way a company works starts with harnessing the collective imagination of people. This idea, paired with our award-winning technology and services, is how we are breathing new life into established forms of knowledge-sharing — helping companies move beyond paper and beyond the office, so employees can collaborate like never before. Services-led, technology-enabled and people-driven, Ricoh is committed to helping each customer leverage the powerful information and knowledge that already exists throughout its organization — often untamed, untapped and buried — to create the future it wants.

Support When and Where you Need It.

- National coverage through a team of more than 4,000 locally based technical support professionals
- Telephone response of one hour or less on average
- On-site response of four hours or less on average
- Routine preventive maintenance support
- Online self-service to submit service requests
- Technician parts inventory managed through an automated parts system
- Customer history tracked through Edge wireless mobile device
- Customer service guarantees

Facts about Ricoh

- Ricoh USA, Inc., is part of a financially stable organization with FY14 annual revenues of \$21.3 billion
- Number 1 in global market share for MFPs (*IDC's Worldwide Hardcopy Peripherals Tracker*)
- With over 108,000 Ricoh employees worldwide, Ricoh operates in approximately 200 countries and regions worldwide, with direct service in over 50 countries.
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO 9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including the World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

www.ricoh-usa.com



Wisconsin Document Imaging

March 7, 2018

CITY OF DEPERE – Shana Ledvina

RICOH MP5055 NETWORKED COPIER PROPOSAL

MACHINE FEATURES

Network printing, scanning, with scan to email

Full color scanning

Full color 10" adjustable touch screen panel for ease of use

220 page single pass document feeder scans both sides in one pass, doesn't turn originals)

50 pages per minute maximum size 11x17

3000 sheet heavy duty stapling finisher with automatic three hole punch

Mobile printing and scanning to your smart phone with app

Scan to / print from USB flash drive standard

DOSS-Data overwrite security system – Overwrites hard drive, HIPAA compliant

2000 sheet large capacity paper drawer

Two 550 sheet paper drawers plus a 100 sheet bypass tray

PDF compression for full color scanning

Archiving holds 9000 pages in memory for form storage

ID card copy (copies drivers license or insurance cards, both sides on one side of the page)

Automatic duplex for two sided printing

320 GB hard disk drive memory 2GB RAM

LEASE:

48 Months	No Payments in Advance	\$154.50 per month
-----------	------------------------	--------------------

Note: Shana your current Ricoh MP6002sp lease will expire April 28th. After you complete your lease if you upgrade to a new Ricoh with WDI we will take care of shipping your machine back to the lease company for you at no charge.

Optional:	48 Month
33.6 Fax modem (fax hard copy and from your computers)	\$8.75 per month
15 amp surge protector/power filter	\$2.25 per month
(required to be kept on a surge protector if under maintenance)	
You are welcome to provide your own surge if you prefer.	

Professional network installation to load print drivers and setup scanning if needed billed at \$136.00 per hour .
I believe Steve in your IT dept. usually handles this service for you.

Maintenance agreement:

All inclusive agreement billed at .0039 per page. (Monthly minimum 6,410 pages) Includes all parts, labor, preventive maintenance and all supplies of toner, developer and drum. Invoiced in arrears based on actual usage with no overage charges. Over the past year you have averaged 11,000 pages per month.

All new Ricoh copiers come with a free feature called @Remote and FM Audit. This will email us your meter readings automatically, it also will email us any service calls that are required and it tells the tech what the problem is before he arrives so he can have the right parts with him. It also allows us to do firmware upgrades remotely as soon as they are available at no charge to you.

Sincerely,

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

****Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of WDI.****

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

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #18-26 Authorizing Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2018 - February 2019).

ATTACHMENTS:

- Reso18-26 (DOCX)
- memo to council re tax collection agreement with brown county 2018 (DOC)
- 2018-2019 Municipal Tax Collection Agreement-Fillable (PDF)
- Reso17-12 (DOCX)

RESOLUTION #18-26

AUTHORIZING TAX COLLECTION AGREEMENT
BETWEEN BROWN COUNTY TREASURER AND CITY OF DE PERE
(December 2018 – February 2019)

WHEREAS, the City and Brown County are subject to an Agreement whereby the County agrees to provide tax collection services on City's behalf for real and personal property taxes, as well as payments of special assessments and special charges for the first installment of property tax collection; and

WHEREAS, the County Treasurer has presented City with a revised Agreement (covering December 2018-February 2019), which provides the ability of Brown County to invoice the City for the actual costs incurred by Brown County for mailing bills to taxpayers; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Mayor is authorized and directed to enter into the Brown County Tax Collection Agreement (December 2018-February 2019) between the Brown County Treasurer and the City of De Pere (Exhibit A), together with subsequent renewals thereof, provided the terms are substantially similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Resolution #18-26
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE**MEMO**

DATE: February 22, 2018
TO: Members of the Finance/Personnel Committee
FROM: Shana Ledvina, Clerk-Treasurer
RE: Tax Collection Agreement with Brown County

The Brown County Treasurer's Office is again offering tax collection services to municipalities for the 2018 tax year (December 2018 – February 2019). The agreement before you is the same as last year's agreement that was approved by the Common Council by Resolution 17-12. There is no fee for using the County Treasurer's Office services; we only pay actual postage costs for the mailing of the tax bills.

I recommend approval of the tax collection agreement. Brown County offers many locations for in-person tax payments as well as the ability to receive a receipt by mail for those paying by mail.

If you have any questions, feel free to contact Shana Ledvina at 339-4072 ext. 1355.

Attachment: memo to council re tax collection agreement with brown county 2018 (6804 : Reso #18-26 Authorizing Tax Collection Agreement

**BROWN COUNTY TAX COLLECTION AGREEMENT
DECEMBER 2018 TO FEBRUARY 2019**

This Agreement is entered into by and between **Brown County ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the _____ (**'Municipality'**). This Agreement is made pursuant to Wis. Stats. § 74.10, which allows a WI County to contract with WI Municipalities for tax collection services, and pursuant to Wis. Stat. § 66.0301, which allows a WI County to enter into Intergovernmental Agreements with WI Municipalities.

Municipality desires for County to perform **Tax Collection Services ('Services')** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from December 2018 to February 2019.
2. Municipality's Clerk shall provide all **approved** 2018 tax rates to the Brown County Treasurer's Office by December 3, 2018.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills for Municipality, specifying the first installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the tax bills to the United States Postal Service.
4. County, via the Brown County Treasurer, shall invoice Municipality for actual postage costs incurred due to mailing bills to taxpayers, which shall be paid by Municipality on or before January 31, 2019.
5. County, via the Brown County Treasurer, shall process the first installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
6. County, via the Brown County Treasurer, shall deposit collections in Municipality's specified bank account on a bi-weekly basis. Municipality shall have full control of said bank account.
7. County, via the Brown County Treasurer, shall provide an electronic *Real Estate Tax, Special Charges & Special Assessments, and Personal Property Tax Report* to Municipality with each bi-weekly deposit.
8. County, via the Brown County Treasurer, shall provide a receipt to taxpayers that pay in person at the Brown County Treasurer's Office.
9. Municipality's Treasurer shall forward any timely payments received by Municipality to the Brown County Treasurer's Office within three business days of said payment(s) being received by Municipality.
10. Municipality shall settle with County for all collections received, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, on or before February 20, 2019 and Municipality shall pay all taxing districts their proportionate share of levies collected based on information provided by the Brown County Treasurer's Office.
11. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty days prior written notice. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.
12. County shall collect **BOTH Real Property Taxes** (including Special Charges and Special Assessments) **AND Personal Property Taxes** on behalf of Municipality (NOTE: Due to recent software changes, this is the only option available for a Municipality that seeks to have County perform Tax Collection Services on its behalf).

Municipality Cost: \$0.00 per Property Tax Bill and Actual Postage Costs.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

	Brown County
Name of Municipality	Name of County
	Troy Streckenbach
Printed Name of Individual Signing on Behalf of Municipality	Name of Individual Signing on Behalf of County
	Brown County Executive
Printed Title of Individual Signing on Behalf of Municipality	Title of Individual Signing on Behalf of County
X	X
Signature of Individual Signing on Behalf of Municipality	Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
	(920) 448-4001
Phone Number	Phone Number

This Document Drafted By:

David P. Hemery, BCCC

WI Bar No. 1033291

Brown County Corporation Counsel Office

305 East Walnut Street, Suite 680

Green Bay, WI 54301

Phone: (920) 448-4006 - Fax: (920) 448-4003

RESOLUTION #17-12

AUTHORIZING TAX COLLECTION AGREEMENT
BETWEEN BROWN COUNTY TREASURER AND CITY OF DE PERE
(December 2017 – February 2018)

WHEREAS, the City and Brown County are subject to an Agreement whereby the County agrees to provide tax collection services on City's behalf for real and personal property taxes, as well as payments of special assessments and special charges for the first installment of property tax collection; and

WHEREAS, the County Treasurer has presented City with a revised Agreement (covering December 2017-February 2018), which provides the ability of Brown County to invoice the City for the actual costs incurred by Brown County for mailing bills to taxpayers; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Mayor is authorized and directed to enter into the Brown County Tax Collection Agreement (December 2017-February 2018) between the Brown County Treasurer and the City of De Pere (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.

Resolution #17-12

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #18-27 Authorizing Software Services Agreement with OpenGov, Inc.

ATTACHMENTS:

- Reso18-27 (DOCX)
- Exhibit A - De Pere Opengov contract_ (PDF)
- 2018OpenGovContractMemo (DOCX)

RESOLUTION #18-27

AUTHORIZING SOFTWARE SERVICES AGREEMENT WITH OPENGOV, INC.

WHEREAS, the City is in need of overlay financial software, compatible with its Incode financial software, to assist with transparency and ease of access to City's financial information for both staff and citizens; and

WHEREAS, OpenGov, Inc. is able to provide such services under the terms and conditions of the attached Software Services Agreement, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to enter into the Software Services Agreement attached hereto, subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of DePere, Wisconsin, this 20th day of March, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Number OG-00003398
Created Date 2/6/2018
Quote Expiration 3/30/2018
Contract Dates Effective Date: 3/30/2018
End Date: 3/28/2021

Prepared By Mitchell Newsome
Email mnewsome@opengov.com
Contract Term 36 Months

Customer Information

Contact Name Steven Massey
Phone (920) 339-4084 x 1255
Email smassey@mail.de-pere.org

Bill To Name City of De Pere, WI
Bill To / Ship To 335 S Broadway
De Pere, Wisconsin 54115
United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	3/30/2018		USD 0.00	USD 2,700.00
OpenGov Reporting and Analysis - Between \$40-60 Million	3/30/2018	3/28/2021	USD 10,925.00	USD 32,775.00

Annual Fee	USD 10,925.00	First Term	USD 13,625.00
Billing Frequency	Annual	Grand Total	USD 35,475.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

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

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

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at [opengov/zendesk.com].

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“Software Services”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work signed by the parties (“SOW”) and attached as an exhibit to this Agreement (the “Professional Services”).

(b) Unless the SOW provides otherwise, all reasonable travel expenses incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from San Francisco, California to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource or otherwise commercially exploit the copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the Customer has previously released to the public or would be required to release to the public, upon request, according to applicable federal, state, or local public records laws. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services ("Fees") for the Initial Term and any Renewal Term are set forth in the applicable Order Form.

(b) Inflation Adjustment. OpenGov may increase the Fees payable for the Software Services during any Renewal Term by up to 4% each year of the Renewal Term to account for inflation, taking into consideration year-over-year increases in the Consumer Price Index - All Urban Consumers (CPI-U).

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at [finance@opengov.com.] Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards.

(b) Software Services Warranty. OpenGov further represents and warrants that the Software Services will perform in all material respects in accordance with the Documentation during the Term. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 7.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claim arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer:	_____	OPENGov, Inc.	
Signature:	\s2_____	Signature:	\s1_____
Name:	\n2_____	Name:	\n1_____
Title:	\t2_____	Title:	\t1_____
Date:	\d2_____	Date:	\d1_____

To: Honorable Mayor and Members of Finance Committee
From: Joe Zegers, Finance Director
Date: March 9, 2018
Subject: Approval of OpenGov Software Contract

I have attached the contract from OpenGov, Inc for their Financial Reporting and Analysis financial software which was included in the City of De Pere's 2018 budget on page 55 for \$13,625. The contract is for three years (2018-2020 budgets) and requires a first year payment of \$13,625 followed by two successive annual payments of \$10,925 for a total contract of \$35,475. The software is an overlay to our Incode financial software and is designed to provide transparency and allow quicker access to financial information in easier to understand graphic formats etc. for staff and citizens alike. The software will also provide financial comparisons to over 1,800 other governmental entities that use OpenGov.

I am recommending the approval of the contract pending City Attorney review so we can timely implement the software for users by June 30, 2018. Feel free to contact me if you have any questions and I will also be at the Finance meeting on Tuesday March 13th.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 03-20-18 (PDF)

CITY OF DE PERE
License Committee - March 20, 2018

Temporary Operator License Applications	
1	ACHTEN, JAY G.
2	GIBSON, DAVID E.
3	GIBSON, GARRON G.
4	KISSEL, KEVIN M.

New Operator License Applications for the 2016-2018 Licensing Period	
1	BESSON, NATASHA M.
2	BLAVAT, JESSICA L.
3	BLECHA, HANNAH K.
4	BUMBARD-KINCH, JESSICA N.
5	COUTLEY, JAMIE L.
6	DE HART, SAMANTHA R.
7	DEHN, PETER A.
8	GOODINE, PAUL L.
9	HERVAS, MORGAN E.
10	KAMSCHULTE, CONRAD P.
11	LANDRY, CHRISTY M.
12	MILQUET, MICHAEL N.
13	YANDA, HEATHER L.

Attachment: 03-20-18 (6783 : Operator License Applications.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 3-20-18 VOUCHERS (PDF)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7708	3PLAY MEDIA INC I-46786	3PLAY MEDIA INC	R	3/20/2018		177.11CR	084772	177.11
6426	ACL I-201802-0	ACL	R	3/20/2018		41.40CR	084773	41.40
7583	ADVANCE AUTO PARTS I-6339-252611	ADVANCE AUTO PARTS	R	3/20/2018		19.56CR	084774	19.56
0302	AIRGAS USA LLC I-9073047104	AIRGAS USA LLC	R	3/20/2018		208.47CR	084775	208.47
7709	APPRAISAL SPECIALISTS OF WI LLC I-201803128031	APPRAISAL SPECIALISTS OF WI LL	R	3/20/2018		4,908.75CR	084776	4,908.75
2878	ARING EQUIPMENT CO INC I-736909 I-736910 I-C37817	ARING EQUIPMENT CO INC ARING EQUIPMENT CO INC ARING EQUIPMENT CO INC	R R R	3/20/2018 3/20/2018 3/20/2018		285.72CR 142.24CR 1,535.87CR	084777 084777 084777	 1,963.83
7507	DEBORAH ARMBRUSTER I-201803128032	DEBORAH ARMBRUSTER	R	3/20/2018		211.61CR	084778	211.61
4791	AT&T I-WIOR647LSB1217	AT&T	R	3/20/2018		387.45CR	084779	387.45
5604	AURORA BAYCARE MED CTR LLC I-KY104 I-KY116	AURORA BAYCARE MED CTR LLC AURORA BAYCARE MED CTR LLC	R R	3/20/2018 3/20/2018		56.93CR 1,194.80CR	084780 084780	 1,251.73
0020	BADGERLAND PRINTING INC I-31023 I-31071 I-31088 I-31099 I-31111	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R R R	3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018		145.00CR 199.70CR 130.00CR 112.00CR 63.00CR	084781 084781 084781 084781 084781	 649.70
0027	BAY TOWEL INC I-2566418 I-2568219 I-2572537 I-2575052	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R	3/20/2018 3/20/2018 3/20/2018 3/20/2018		153.16CR 90.88CR 95.60CR 77.52CR	084782 084782 084782 084782	 417.16

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0028	BAY VERTE MACHINERY INC							
	I-328864-00	BAY VERTE MACHINERY INC	R	3/20/2018		149.99CR	084783	149.99
1532	BOBCAT PLUS INC							
	I-1898471	BOBCAT PLUS INC	R	3/20/2018		175.70CR	084784	175.70
6849	BONGERS, ERIN							
	I-201803128033	BONGERS, ERIN	R	3/20/2018		39.79CR	084785	39.79
6751	BRIDGEPORT MFG. INC.							
	I-9246-00	BRIDGEPORT MFG. INC.	R	3/20/2018		486.51CR	084786	486.51
0038	BROADWAY AUTOMOTIVE INC							
	I-406517P	BROADWAY AUTOMOTIVE INC	R	3/20/2018		69.94CR	084787	
	I-407996P	BROADWAY AUTOMOTIVE INC	R	3/20/2018		182.15CR	084787	252.09
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-330445	BROWN COUNTY HIGHWAY DEPARTMEN	R	3/20/2018		669.65CR	084788	669.65
2944	BROWN COUNTY JAIL							
	I-201803128034	BROWN COUNTY JAIL	R	3/20/2018		120.00CR	084789	120.00
5855	BROWN COUNTY MABAS 112							
	I-201803128044	BROWN COUNTY MABAS 112	R	3/20/2018		100.00CR	084790	100.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201803128035	BROWN COUNTY REGISTER OF DEEDS	R	3/20/2018		65.50CR	084791	
	I-201803128036	BROWN COUNTY REGISTER OF DEEDS	R	3/20/2018		30.00CR	084791	95.50
2984	BROWN COUNTY TREASURER							
	I-2018-00000001B	BROWN COUNTY TREASURER	R	3/20/2018		584.00CR	084792	
	I-2018-000000023	BROWN COUNTY TREASURER	R	3/20/2018		1,954.46CR	084792	2,538.46
0536	CDW GOVERNMENT INC							
	C-LSR8642	CDW GOVERNMENT INC	R	3/20/2018		107.96	084793	
	I-LQ21324	CDW GOVERNMENT INC	R	3/20/2018		427.02CR	084793	
	I-LRD9292	CDW GOVERNMENT INC	R	3/20/2018		229.81CR	084793	
	I-LRH6373	CDW GOVERNMENT INC	R	3/20/2018		5,391.63CR	084793	
	I-LSC1363	CDW GOVERNMENT INC	R	3/20/2018		109.64CR	084793	6,050.14
2708	CLEANING SOLUTION SERVICES INC							
	I-15929	CLEANING SOLUTION SERVICES INC	R	3/20/2018		1,105.24CR	084794	
	I-15934	CLEANING SOLUTION SERVICES INC	R	3/20/2018		1,784.35CR	084794	
	I-15948	CLEANING SOLUTION SERVICES INC	R	3/20/2018		1,416.56CR	084794	4,306.15

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7337	COMPASS MINERALS AMERICA I-204150	COMPASS MINERALS AMERICA	R	3/20/2018		8,407.14CR	084795	8,407.14
5348	DECATUR ELECTRONICS INC I-IN00017624	DECATUR ELECTRONICS INC	R	3/20/2018		714.00CR	084796	714.00
3590	LAWRENCE DELO I-201803128037	LAWRENCE DELO	R	3/20/2018		240.98CR	084797	240.98
1613	KEVIN J DUBOIS I-201803128038	KEVIN J DUBOIS	R	3/20/2018		30.93CR	084798	30.93
0085	EMERGENCY MEDICAL PRODUCTS INC I-1969089	EMERGENCY MEDICAL PRODUCTS INC	R	3/20/2018		290.31CR	084799	290.31
7095	ENVIRO SCIENCES/ALPHA ENERGY INC. I-12117	ENVIRO SCIENCES/ALPHA ENERGY I	R	3/20/2018		133.00CR	084800	133.00
0086	ERC INC I-ERC-0218-3248	ERC INC	R	3/20/2018		420.00CR	084801	420.00
0200	FIRST SUPPLY LLC I-11016094-00 I-11016305-00 I-11025551-00 I-11027528-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R	3/20/2018 3/20/2018 3/20/2018 3/20/2018		69.31CR 27.84CR 344.97CR 8.86CR	084802 084802 084802 084802	450.98
0097	FIVE ALARM INC I-174361-1	FIVE ALARM INC	R	3/20/2018		797.27CR	084803	797.27
0996	FOX LAMINATING CO INC I-INV0437974	FOX LAMINATING CO INC	R	3/20/2018		139.95CR	084804	139.95
0105	FOX SPECIALITY COMPANY I-37754	FOX SPECIALITY COMPANY	R	3/20/2018		30.00CR	084805	30.00
7073	GOLD STRIPE CONSULTING I-201803128039	GOLD STRIPE CONSULTING	R	3/20/2018		400.00CR	084806	400.00
5830	GRAEF INC I-96540	GRAEF INC	R	3/20/2018		2,392.50CR	084807	2,392.50

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0666	GRAY'S INC I-34554	GRAY'S INC	R	3/20/2018		2,690.00CR	084808	2,690.00
2947	MATTHEW GUTH I-201803128040	MATTHEW GUTH	R	3/20/2018		86.97CR	084809	86.97
4902	HALRON LUBRICANTS INC I-983777-00	HALRON LUBRICANTS INC	R	3/20/2018		649.59CR	084810	649.59
7528	AARON HANSON I-201803128050	AARON HANSON	R	3/20/2018		180.95CR	084811	180.95
5674	HOME TEAM SPORTS & APPAREL INC I-34657	HOME TEAM SPORTS & APPAREL INC	R	3/20/2018		460.20CR	084812	460.20
6937	HOOD, TRACY I-201803128041	HOOD, TRACY	R	3/20/2018		14.76CR	084813	14.76
1399	INDOFF INC I-3074759 I-3075166 I-3075198 I-3076953 I-3077167 I-3077662	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R	3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018		252.17CR 17.49CR 36.35CR 78.58CR 56.97CR 70.32CR	084814 084814 084814 084814 084814 084814	511.88
1726	INTERNATIONAL ASSOC OF ELECT INSPEC I-201803128042	INTERNATIONAL ASSOC OF ELECT I	R	3/20/2018		120.00CR	084815	120.00
0141	JEFFERSON FIRE & SAFETY INC I-245533	JEFFERSON FIRE & SAFETY INC	R	3/20/2018		508.86CR	084816	508.86
7620	JT ENGINEERING INC I-170047-07 I-170047-09	JT ENGINEERING INC JT ENGINEERING INC	R R	3/20/2018 3/20/2018		24,220.00CR 3,530.00CR	084817 084817	27,750.00
1276	JX ENTERPRISES INC I-1411655S I-1412720S I-1426989P I-1427494P I-1427596P I-1428587P I-1428727P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R R R R R	3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018 3/20/2018		719.24CR 1,626.44CR 27.62CR 66.27CR 7.26CR 3.66CR 85.89CR	084818 084818 084818 084818 084818 084818 084818	2,536.38

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50472294	KUNDINGER FLUID POWER INC	R	3/20/2018		42.17CR	084819	
	I-50474664	KUNDINGER FLUID POWER INC	R	3/20/2018		136.08CR	084819	178.25
4617	LANGUAGE LINE SERVICES							
	I-4267187	LANGUAGE LINE SERVICES	R	3/20/2018		41.10CR	084820	41.10
7595	LOGOS & PROMOS							
	I-4961	LOGOS & PROMOS	R	3/20/2018		30.00CR	084821	
	I-4962	LOGOS & PROMOS	R	3/20/2018		20.00CR	084821	50.00
7444	SARA LORNSON							
	I-201803128043	SARA LORNSON	R	3/20/2018		63.13CR	084822	63.13
0173	MENARDS INC							
	C-23768	MENARDS INC	R	3/20/2018		68.97	084823	
	I-23395	MENARDS INC	R	3/20/2018		1.79CR	084823	
	I-23762	MENARDS INC	R	3/20/2018		20.38CR	084823	
	I-23765	MENARDS INC	R	3/20/2018		71.85CR	084823	
	I-23769	MENARDS INC	R	3/20/2018		149.00CR	084823	
	I-23830	MENARDS INC	R	3/20/2018		237.57CR	084823	
	I-23931	MENARDS INC	R	3/20/2018		8.44CR	084823	
	I-23936	MENARDS INC	R	3/20/2018		11.94CR	084823	
	I-23944	MENARDS INC	R	3/20/2018		7.98CR	084823	
	I-23975	MENARDS INC	R	3/20/2018		42.56CR	084823	
	I-23989	MENARDS INC	R	3/20/2018		61.85CR	084823	
	I-24029	MENARDS INC	R	3/20/2018		18.19CR	084823	
	I-24080	MENARDS INC	R	3/20/2018		39.44CR	084823	602.02
0175	MIDWEST RADAR & EQUIPMENT							
	I-15389	MIDWEST RADAR & EQUIPMENT	R	3/20/2018		92.50CR	084824	92.50
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-217723	MILLER & ASSOC SAUK PRAIRIE IN	R	3/20/2018		1,064.00CR	084825	1,064.00
7359	MIRSBERGER SALES & SERVICE							
	I-14573	MIRSBERGER SALES & SERVICE	R	3/20/2018		175.31CR	084826	175.31
7129	NELSON TACTICAL							
	I-690	NELSON TACTICAL	R	3/20/2018		148.46CR	084827	148.46
3191	NIELSON COMMUNICATIONS INC							
	I-AT11679	NIELSON COMMUNICATIONS INC	R	3/20/2018		49.90CR	084828	49.90

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	C-328976	NORTHEAST AUTO PARTS INC	R	3/20/2018		83.30	084829	
	I-328795	NORTHEAST AUTO PARTS INC	R	3/20/2018		7.99CR	084829	
	I-328817	NORTHEAST AUTO PARTS INC	R	3/20/2018		139.98CR	084829	
	I-328839	NORTHEAST AUTO PARTS INC	R	3/20/2018		13.60CR	084829	
	I-328846	NORTHEAST AUTO PARTS INC	R	3/20/2018		72.73CR	084829	
	I-328862	NORTHEAST AUTO PARTS INC	R	3/20/2018		9.60CR	084829	
	I-328915	NORTHEAST AUTO PARTS INC	R	3/20/2018		173.29CR	084829	
	I-328941	NORTHEAST AUTO PARTS INC	R	3/20/2018		5.69CR	084829	339.58
5433	NORTHEAST WI TECH COLLEGE							
	I-CS32019	NORTHEAST WI TECH COLLEGE	R	3/20/2018		3,600.00CR	084830	
	I-SFT0000115058	NORTHEAST WI TECH COLLEGE	R	3/20/2018		923.38CR	084830	4,523.38
0187	NSIGHT TELSVCES							
	I-201803128045	NSIGHT TELSVCES	R	3/20/2018		64.40CR	084831	64.40
0255	ONE LAW GROUP SC							
	I-406-03M (12)	ONE LAW GROUP SC	R	3/20/2018		947.50CR	084832	947.50
0197	PACKER CITY INTERNATIONAL INC							
	I-X101082907:01	PACKER CITY INTERNATIONAL INC	R	3/20/2018		328.18CR	084833	328.18
1331	PACKER FASTENER & SUPPLY INC							
	I-372492	PACKER FASTENER & SUPPLY INC	R	3/20/2018		158.21CR	084834	158.21
0199	PARKER COATINGS INC							
	I-280721	PARKER COATINGS INC	R	3/20/2018		134.75CR	084835	134.75
0208	POMP'S TIRE SERVICE INC							
	I-90044842	POMP'S TIRE SERVICE INC	R	3/20/2018		327.10CR	084836	
	I-90046418	POMP'S TIRE SERVICE INC	R	3/20/2018		250.00CR	084836	
	I-90046504	POMP'S TIRE SERVICE INC	R	3/20/2018		607.05CR	084836	1,184.15
1701	PRAXAIR DISTRIBUTION INC							
	I-81600862	PRAXAIR DISTRIBUTION INC	R	3/20/2018		57.23CR	084837	57.23
1246	PREVEA HEALTH							
	I-114394	PREVEA HEALTH	R	3/20/2018		143.85CR	084838	143.85
0218	PROMOTIONAL DESIGNS INC							
	I-20037-1	PROMOTIONAL DESIGNS INC	R	3/20/2018		16.80CR	084839	16.80

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC							
	I-1723232-00	REINDERS INC	R	3/20/2018		307.11CR	084840	
	I-1723707-00	REINDERS INC	R	3/20/2018		168.15CR	084840	
	I-1723707-01	REINDERS INC	R	3/20/2018		387.51CR	084840	
	I-1723821-00	REINDERS INC	R	3/20/2018		224.70CR	084840	
	I-1723895-00	REINDERS INC	R	3/20/2018		60.07CR	084840	
	I-1723895-01	REINDERS INC	R	3/20/2018		1,173.31CR	084840	
	I-1724049-00	REINDERS INC	R	3/20/2018		254.63CR	084840	
	I-1724071-00	REINDERS INC	R	3/20/2018		273.95CR	084840	
	I-1724071-01	REINDERS INC	R	3/20/2018		2.34CR	084840	
	I-1724471-00	REINDERS INC	R	3/20/2018		184.98CR	084840	
	I-1724471-01	REINDERS INC	R	3/20/2018		23.00CR	084840	3,059.75
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-38521	RENNERT'S FIRE EQUIP SERV INC.	R	3/20/2018		271.51CR	084841	271.51
6380	ROCK OIL REFINING INC							
	I-267884	ROCK OIL REFINING INC	R	3/20/2018		46.50CR	084842	46.50
1890	S I METALS AND SUPPLY							
	I-206998	S I METALS AND SUPPLY	R	3/20/2018		30.00CR	084843	
	I-207152	S I METALS AND SUPPLY	R	3/20/2018		16.00CR	084843	46.00
7104	DALE SCHMIT							
	I-201803128046	DALE SCHMIT	R	3/20/2018		25.68CR	084844	
	I-201803128047	DALE SCHMIT	R	3/20/2018		19.91CR	084844	45.59
3234	SHERWIN WILLIAMS							
	I-2126-2	SHERWIN WILLIAMS	R	3/20/2018		170.85CR	084845	
	I-6958-5	SHERWIN WILLIAMS	R	3/20/2018		341.70CR	084845	512.55
7645	SPARC INC							
	I-CDP.101.2	SPARC INC	R	3/20/2018		16,000.00CR	084846	16,000.00
0999	STAPLES ADVANTAGE							
	I-3368918816	STAPLES ADVANTAGE	R	3/20/2018		103.13CR	084847	
	I-3368918817	STAPLES ADVANTAGE	R	3/20/2018		16.99CR	084847	
	I-3368918818	STAPLES ADVANTAGE	R	3/20/2018		7.77CR	084847	127.89
4094	STATE BAR OF WISCONSIN							
	I-5037281	STATE BAR OF WISCONSIN	R	3/20/2018		72.35CR	084848	72.35

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6712	SUPERIOR CRANE CORP							
	I-123786	SUPERIOR CRANE CORP	R	3/20/2018		1,545.00CR	084849	
	I-123787	SUPERIOR CRANE CORP	R	3/20/2018		194.00CR	084849	1,739.00
0268	TRUCK EQUIPMENT INC							
	I-776965-00	TRUCK EQUIPMENT INC	R	3/20/2018		314.39CR	084850	
	I-778434-00	TRUCK EQUIPMENT INC	R	3/20/2018		830.00CR	084850	1,144.39
0272	UNIFORM SHOPPE INC							
	I-274706	UNIFORM SHOPPE INC	R	3/20/2018		481.55CR	084851	
	I-274786	UNIFORM SHOPPE INC	R	3/20/2018		9.00CR	084851	
	I-274890	UNIFORM SHOPPE INC	R	3/20/2018		125.90CR	084851	
	I-275066	UNIFORM SHOPPE INC	R	3/20/2018		20.00CR	084851	
	I-275132	UNIFORM SHOPPE INC	R	3/20/2018		114.95CR	084851	
	I-275143	UNIFORM SHOPPE INC	R	3/20/2018		11.95CR	084851	
	I-275153	UNIFORM SHOPPE INC	R	3/20/2018		141.90CR	084851	905.25
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6098	UNITED PARCEL SERVICE INC	R	3/20/2018		4.42CR	084852	4.42
7015	US BANK EQUIPMENT FINANCE							
	I-352060693	US BANK EQUIPMENT FINANCE	R	3/20/2018		207.50CR	084853	207.50
0620	VALLEY RADIATOR INC							
	I-27961	VALLEY RADIATOR INC	R	3/20/2018		120.00CR	084854	120.00
0277	VAN'S FIRE & SAFETY INC							
	I-4107675	VAN'S FIRE & SAFETY INC	R	3/20/2018		39.27CR	084855	
	I-4107875	VAN'S FIRE & SAFETY INC	R	3/20/2018		383.76CR	084855	423.03
1355	RONALD J VANPRICE							
	I-201803128048	RONALD J VANPRICE	R	3/20/2018		7.12CR	084856	7.12
1429	WHELEN ENGINEERING CO INC							
	I-R77870	WHELEN ENGINEERING CO INC	R	3/20/2018		129.00CR	084857	129.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201803128049	WI DEPT OF JUSTICE TIME MADI	R	3/20/2018		210.00CR	084858	210.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000075645	WI DEPT OF TRANSPORTATION BBS	R	3/20/2018		2,864.19CR	084859	
	I-395-0000075646	WI DEPT OF TRANSPORTATION BBS	R	3/20/2018		1,447.83CR	084859	
	I-395-0000075647	WI DEPT OF TRANSPORTATION BBS	R	3/20/2018		2,421.00CR	084859	6,733.02

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7710	WI HUMANE SOCIETY I-1062	WI HUMANE SOCIETY	R	3/20/2018		265.50CR	084860	265.50
7350	WI MEDIA I-1390952	WI MEDIA	R	3/20/2018		622.94CR	084861	622.94
6887	WILLIAMS AUTO BODY SHOP INC. I-14202	WILLIAMS AUTO BODY SHOP INC.	R	3/20/2018		1,684.29CR	084862	1,684.29

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	91	0.00	119,917.70	119,917.70
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:	0	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:	91	0.00	119,917.70	119,917.70

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

3/13/2018 11:24 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 05820 MAR 2018 COUNCIL - 2 3-20-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2018	66,754.37CR
201	3/2018	3,194.84CR
208	3/2018	387.45CR
209	3/2018	177.11CR
291	3/2018	0.50CR
293	3/2018	32,658.75CR
405	3/2018	7,646.78CR
601	3/2018	4,142.84CR
650	3/2018	4,955.06CR
=====		
ALL		119,917.70CR

Attachment: 3-20-18 VOUCHERS (6802 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

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

ATTACHMENTS:

- Appointment Memo-March 20, 2018 (PDF)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment
Date: March 16, 2018

I am submitting the following name for appointment at the March 20, 2018 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission

Redevelopment Authority

Appointment/Re-Appointments

Tina Quigley/Appointment