



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, March 18, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **March 18, 2014 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE 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.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 4, 2014 Common Council Meeting.
4. A Public Hearing to amend Section 16, De Pere Municipal Code regarding floodplain official map references is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #14-06, Amending §16-1, De Pere Municipal Code Regarding Floodplain Official Map References.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Board of Public Works to Award Project 14-10 LED Street Lighting to De Baker, Inc.
7. Recommendation from the Board of Public Works to Award Project 14-13 Crackfilling to Asphalt Seal and Repair, Inc.
8. Recommendation from the Board of Public Works to Award Project 14-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC.
9. Resolution #14-21, Authorizing Submission Of Department Of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Program Planning Grant Application.
10. Resolution #14-22, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit And Its Submission To The Department Of Natural Resources (DNR).
11. Resolution #14-23, Authorizing State / Municipal Agreement for STH 32/57 Construction Project.
12. Resolution #14-24, Authorizing Agreement for Cleaning Services (Cleaning Solutions Services, Inc.).
13. Resolution #14-25, Authorizing Agreement for Cleaning Services (Pro One - Municipal Services Center).

14. Resolution #14-26, Authorizing Agreement With Surdex Corporation For Photogrammetric Services.
15. Resolution #14-27, Preliminary Resolution for Special Assessment for Storm Sewer on Lilac Lane.
16. Resolution #14-28, Preliminary Resolution for Special Assessments for Sanitary Sewer and Water Main on CTH PP from 185' South to 1330' South of Prosper Street.
17. Voucher Approval.
18. Operator License Applications.
19. Future agenda items.
20. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
ANDREW FULCER
ASPHALT SEAL REPAIR INC
GREEN BAY PIPE & TV LLC
DE BAKER INC
DONALD & KAY VAN STRATEN REVOCABLE TRUST
CAROLYN FOSICK FAMILY TRUST
DONALD & KAY ROFFERS
WILLIAM & MARGARET GREENFIELD
DAVID & MARY RITCHIE
VALLEY PROPERTIES
ROY & BEATRICE AMBROSIUS
CHRISTOPHER COULOMBE
DONALD & DIANE LEGOMSKY
LYNNETTE BRENNAN
DANIEL BANGERT
KENNETH WILLEMS
LOUISE PATTON
MEGAN WOLFERT
PETER DE VOS
CASEY HAWKINSON
MELISSA SCHMIDT

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: March 18, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the March 4, 2014 Common Council Meeting.

ATTACHMENTS:

- 3-04-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, March 4, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on March 4, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
Kevin Bauer	Alderman	Present	
James Boyd	Alderman	Present	
Scott Crevier	Alderman	Present	
Michael Donovan	Alderman	Present	
Bob Heuvelmans	Alderman	Excused	
Jim Kneiszel	Alderman	Present	
Larry Lueck	Alderman	Present	
Lisa Rafferty	Alderman	Present	

2. Pledge of allegiance to the Flag. The Council said the Pledge of Allegiance.

3. Approval of the Minutes of the February 18, 2014 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderman
SECONDER: Jim Kneiszel, Alderman
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

4. Public Hearing for a Rezoning & Conditional Use Application for 115 North Erie Street is scheduled for 7:35 p.m. or soon after.

- A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet stated that the public hearing was published in the De Pere Journal, on February 6th and February 13th, 2014.

- B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission recommended both Ordinance 14-03 and Resolution 14-16 and reviewed the map with the Council.

- C. Ordinance #14-03, Rezoning Certain Property (Parcel ED-1064).

Mayor Walsh declared the Public Hearing open; no one wished to speak and the Mayor declared the public hearing closed. Alderman Boyd moved, seconded by Alderman Lueck to approve the ordinance. Discussion followed. Upon vote, motion carried unanimously.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderman
SECONDER: Larry Lueck, Alderman
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

Attachment: 3-04-2014 Common Council Meeting [Revision 3] (1996 : Approval of the Minutes of the March 4, 2014 Common Council Meeting.)

D. Resolution #14-16, Authorizing and Approving a Conditional Use Permit (Parcel ED-1064).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Bob Heuvelmans

5. Public Hearing on Chapter 98 - De Pere Sign Ordinance is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet stated that the public hearing was published in the De Pere Journal, on February 6th and February 13th, 2014.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission recommended approval of Ordinance 14-04.

C. Ordinance #14-04, Repealing and Recreating Chapter 98, De Pere Municipal Code Regulating Signs.

Mayor Walsh declared the Public Hearing open; no one wished to speak and the Mayor declared the public hearing closed. Alderperson Boyd moved, seconded by Alderperson Rafferty to approve the ordinance. Discussion followed regarding digital signs and animations.

Alderperson Bauer moved, seconded by Alderperson Crevier to amend the ordinance to remove the prohibition of manual change signs and animations portion of the ordinance. Discussion followed. Mayor Walsh spoke against this ordinance change stating that the MainStreet Program is in favor of the ordinance, stated that trying to limit these types of signs is the right thing to do for the City. Upon vote on the amendment, motion failed 2-5 with Alderpersons Bauer and Crevier voting ay.

Alderperson Bauer moved, seconded by Alderperson Crevier to amend the ordinance to remove only the prohibition on the use of animations in electronic signs. Upon vote, motion failed 3-4 with Alderpersons Bauer, Crevier, and Kneiszel voting ay.

Discussion followed regarding street facing window signs. Alderperson Crevier moved, seconded by Alderperson Donovan to delete Sec. 98-14, H1. Upon vote, motion carried unanimously.

Discussion followed regarding animation. Alderperson Bauer moved, seconded by Alderperson Crevier to remove the prohibition of figures, images and animation on electronic signs. Upon vote, motion carried 6-1 with Alderperson Lueck voting nay.

Upon vote on the ordinance as amended, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Bob Heuvelmans

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

7. Recommendation from the License Committee on an Application for a Premise Description Change for the Wine Cellar, 813 Main Ave., De Pere, WI. Submitted by The Wine Cellar II, Inc., Agent: Dale Dombroski, 1159 Drews Dr., De Pere, WI 54115.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

8. Recommendation from the Board of Park Commissioners for Approval of Donation from Cellcom.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

9. Recommendation from Board of Park Commissioners for Approval of Donation from De Pere Optimist Club for Summer Day Camp.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

10. Recommendation from the Plan Commission to accept the new City of De Pere Downtown Design Guidelines.
 City Planner Ken Pabich explained that the City of De Pere had a previous version of downtown design guidelines on file; over the past two years a committee put together by the Mainstreet Program recreated this as a resource for downtown business owners. Alderperson Boyd moved, seconded by Alderperson Rafferty to approve the recommendation. Discussion followed. Upon vote, motion carried unanimously.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

11. Ordinance #14-05, Amending §8-2, De Pere Municipal Code Relating to Bow Hunting within the City.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

12. Resolution #14-17, Authorizing Release of Utility Easements (Shelley Lane).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Kevin Bauer, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

13. Resolution #14-18, Authorizing Partial Release of Drainage Easement (Shelley Lane).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

14. Resolution #14-19, Authorizing Acceptance of Wisconsin Economic Development Corporation Grant for Community Development Investment Program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

15. Resolution #14-20, Designating the Green Bay Press Gazette as the Official City Newspaper after February 27, 2014.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

16. Voucher Approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED: Bob Heuvelmans

17. Operator License Applications.

CITY OF DE PERE - MARCH 4, 2014					
ITEM	NAME	ADDRESS	CITY	ST	54115
Previously Tabled Operator License Applications					
1	CORRIGAN, NICOLE L.	733 OAK ST.	DE PERE	WI	54115
2	KENNEDY, DERIK R.	843 ASH ST., APT. A	DE PERE	WI	54115
3	MANN, BRADLEE J.	210 FERNARDO DR.	DE PERE	WI	54115
4	SANDOVAL, CHRISTIAN A.	500 MAIN AVE., APT. 203	DE PERE	WI	54115
Operator License Applications for the 2012-2014 Licensing Period					
1	CAYO, CRAIG S.	1020 W. SPRING ST.	APPLETON	WI	54914
2	COFFEN, CHAD N.	1535 CAPITOL DR.	GREEN BAY	WI	54303
3	COFFEY, HEATHER M.	1848 VERLIN RD., APT. 8	GREEN BAY	WI	54302
4	NIKOWITZ JR., NEAL R.	801 MARVELLE LN., #102	GREEN BAY	WI	54304
5	PAUL, CINDY L.	1680 W. MAIN CIR. #86	DE PERE	WI	54115
6	STUERMER, RYAN M.	2383 S. LENEX ST.	MILWAUKEE	WI	53207
7	TELLER, DAOMA M.	1220 S. ERIE ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Boyd to table Previously Tabled Operator License #1 and to deny Previously Tabled Operator Licenses #2-4. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to table Operator License Applications #1, 3, 5, and 7 and to approve Operator License Applications #2, 4, and 6. Upon vote, motion carried unanimously.

18. Future agenda items. None.

19. Consider request of Davis & Kuelthau for Conflict Waiver.

Alderson Donovan moved, seconded by Alderson Kneiszel to go into closed session at 8:34 p.m. Upon roll call vote, motion carried unanimously. Alderson Crevier moved, seconded by Alderson Kneiszel to return to open session at 8:37 p.m. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Boyd to allow the City Attorney to execute the conflict of interest waiver. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderson
SECONDER:	James Boyd, Alderson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Bob Heuvelmans

20. Consideration of Amendments to Sale and Purchase Agreement Between the City and Cleo Klubertanz. The Council did not address agenda item #20.

21. Adjournment. Upon motion by Alderson Crevier, seconded by Alderson Bauer, the Common Council Meeting was adjourned at 8:38 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #14-06, Amending §16-1, De Pere Municipal Code
Regarding Floodplain Official Map References.

ATTACHMENTS:

- 3-18-14 Mtg Class II Ordinance Flood (DOCX)
- PC_Staff_Feb2014_Floodplain Zoning(PDF)
- Chapter 16 Floodplain Redlined (DOCX)
- Ord14-06 (DOCX)

Publish: March 5 and March 10, 2014 in the Green Bay Press Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, March 18, 2014** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to solicit comments on proposed floodplain ordinance (Chapter 16) revisions that are required by state and federal law. These revisions govern development in mapped floodplain areas.

The proposed regulations are intended to protect life, health and property in floodplain areas and will govern uses permitted in mapped floodplains. Activities such as dredging, filling, excavating and construction of buildings are generally allowed, but may be restricted according to which flood zone the property is in. All persons interested are invited to attend this hearing and be heard.

A copy of the proposed revisions will be filed with City Clerk-Treasurer's Office for public inspection at 335 S. Broadway St., De Pere, WI 54115.

Petitioner: City of De Pere

Dated this 5th day of March, 2014.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #5: Review the modifications to Chapter 16 Floodplain Zoning Ordinance.*

The City was notified by the WI DNR that the City Floodplain Zoning Ordinance needs to be updated. The modification is required to include the updated floodplain panel numbers which are published by FEMA. We also included a wording modification in the section to make it more clear.

Recommendation

Staff would recommend that the Plan Commission approve the modifications and that they are forwarded to the City Council.

PART II - MUNICIPAL CODE

Chapter 16 FLOODPLAIN ZONING
CURRENT ORDINANCE**16-1. Statutory authorization, finding of fact, statement of purpose, title and general provisions.**

- (a) *Statutory authorization.* This ordinance is adopted pursuant to the authorization in Wis. Stats. § 62.23.
- (b) *Finding of fact.* Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare and tax base.
- (c) *Statement of purpose.* This ordinance is intended to regulate floodplain development to:
 - (1) Protect life, health and property;
 - (2) Minimize expenditures of public funds for flood control projects;
 - (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
 - (4) Minimize business interruptions and other economic disruptions;
 - (5) Minimize damage to public facilities in the floodplain;
 - (6) Minimize the occurrence of future flood blight areas in the floodplain;
 - (7) Discourage the victimization of unwary land and homebuyers;
 - (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
 - (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.
- (d) *Title.* This ordinance shall be known as the Floodplain Zoning Ordinance for the City of De Pere, Wisconsin.
- (e) *General provisions.*
 - (1) *Areas to be regulated.*
 - a. This ordinance regulates all areas that would be covered by the regional flood or base flood.

Note: Base flood elevations are derived from the flood profiles in the Flood Insurance Study. Regional flood elevations may be derived from other studies. Areas covered by the base flood are identified as A-Zones on the Flood Insurance Rate Map.
 - b. Any structures intended for human habitation within 100 feet of a floodplain that the Zoning Administrator deems susceptible to flooding must have the lowest opening a minimum of two feet above the regional or base flood elevation. If elevations do not exist, the City may require the owner to complete a flood study or to record an affidavit for unmapped floodplain onto the deed of the property.
 - (2) *Official maps and revisions.* ~~The boundaries of all floodplain districts are designated as floodplains or A-Zones on the maps listed below and the revisions in the City of De Pere Floodplain Appendix~~The boundaries of all floodplain districts are designated as floodplains or A-Zones on the maps listed below, and as may be amended from time to time by the DNR or FEMA, and kept on file in the office of the De Pere Clerk-Treasurer. Any change to the base flood elevations (BFE) in the Flood Insurance Study (FIS) or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA before it is effective. No changes to regional flood elevations (RFE's) on non-FEMA maps shall be effective until

PART II - MUNICIPAL CODE

Chapter 16 FLOODPLAIN ZONING
CURRENT ORDINANCE

approved by the DNR. These maps and revisions are on file in the office of the City Clerk, City of De Pere. If more than one map or revision is referenced, the most restrictive information shall apply.

Official maps: Based on the Brown County Flood Insurance Study (FIS), dated (August 18, 2009), volume numbers (55009CV001A, 55009CV002A and 55009CV003A,)

- a. Brown County Flood Insurance Rate Map (FIRM), panel numbers (55009C0242F, 55009C0244F, 55009C0253F, 55009C0254F, 55009C0258F, 55009C0259F, 55009C0261F, 55009C0262F, 55009C0263F, 55009C0264F, 55009C0266F, 55009C0267F, and 55009C0268F) dated August 18, 2009; with corresponding profiles that are based on the FIS dated March 17, 2014, Volume numbers 55009CV001B, 55009CV002B, and 55009CV003B.

ORDINANCE #14-06

AMENDING §16-1, DE PERE MUNICIPAL CODE
REGARDING FLOODPLAIN OFFICIAL MAP REFERENCES

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

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in flood plain mapping references as required by State and Federal law and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed flood plain ordinance change, and pursuant thereto, a public hearing having been held on the 18th day of March, 2014 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

Section 1: §16-1(e)(2), *Official maps and revisions*, is hereby amended by deleting the first sentence and replacing it with:

The boundaries of all floodplain districts are designated as floodplains or A-Zones on the maps listed below, and as may be amended from time to time by the DNR or FEMA, and kept on file in the office of the De Pere Clerk-Treasurer.

Section 2: §16-1(e)(2)a., is hereby amended by adding the following to the end of the sentence:

...dated March 17, 2014, Volume numbers 55009CV001B, 55009CV002B, and 55009CV003B.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall take effect on and after passage and publication.

Ordinance #14-06
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Attachment: Ord14-06 [Revision 1] (1906 : Ordinance #14-06, Amending Chapter 16 Floodplain Zoning)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Project 14-10 LED Street Lighting to De Baker, Inc.

The Engineering Department received bids for Project 14-10 LED Street Lighting on February 27th. This work is for replacing the existing street lights with LED fixtures on American Boulevard between Scheuring Road and Red Maple Road. The bids received were as follows:

Bidder	Amount
De Baker Inc.	\$30,200.24
Elmstar Electric Corporation	\$30,860.00
Bodart Electric	\$38,220.00

The budgeted amount from the capital improvement fund is \$37,000. Funding will be from TID 6. The staff recommendation is to award the bid to De Baker Inc. in the amount of \$30,200.24.

ATTACHMENTS:

- 14-10 Bid Tab(PDF)

PROJECT 14-10 LED STREET LIGHTING

6.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DE BAKER INC.		ELMSTAR ELECTRIC CORPORATION		BODART ELECTRIC SERVICE, INC.		BEACON ELECTRIC NON-CONFORMING		NORTHERN ELECTRIC, INC. NON-CONFORMING	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Luminaire LED	EA	56	\$ 526.79	\$ 29,500.24	\$535.00	\$ 29,960.00	\$ 620.00	\$ 34,720.00				
SP-02	Traffic Control	LS	1	\$ 700.00	\$ 700.00	\$900.00	\$ 900.00	\$ 3,500.00	\$ 3,500.00				
TOTAL AMOUNT BID					\$30,200.24		\$30,860.00		\$38,220.00				

Attachment: 14-10 Bid Tab (1955 : Recommendation from the BOPW to Approve Award of Project 14-10

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Project 14-13 Crackfilling to Asphalt Seal and Repair, Inc.

The Engineering Department received bids for Project 14-13 Crackfilling on February 27th. This work is for maintenance of streets and parking lots. The bids received were as follows:

Bidder	Amount
Asphalt Seal & Repair, Inc.	\$80,933
Precision Seal Coating, Inc.	\$128,480

The budget included \$111,000 from general obligation debt to complete this work. The staff recommendation is to award the bid to Asphalt Seal & Repair Inc. in the amount of \$80,933.

ATTACHMENTS:

- 14-13 Bid Tab(PDF)

PROJECT 14-13 CRACKFILLING

7.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				ASPHALT SEAL & REPAIR INC.		ASPHALT SERVICES LLC		FAHRNER -NONCONFORMING-	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling	LB	90,000	\$ 0.85	\$ 76,320.00	\$ 1.35	\$ 121,500.00		\$ -
SC-02	Seal Coating	SF	54,500	\$ 0.08	\$ 4,360.00	\$ 0.12	\$ 6,540.00		\$ -
SC-03	Pavement Marking	LF	1,100	\$ 0.23	\$ 253.00	\$ 0.40	\$ 440.00		\$ -
TOTAL AMOUNT BID					\$80,933.00		\$128,480.00		\$0.00

Attachment: 14-13 Bid Tab (1956 : Recommendation from the BOPW to Approve Award of Project 14-13

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Project 14-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC.

The Engineering Department received bids on Project 14-15 Televising on February 27th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Green Bay Pipe & TV, LLC	\$43,107.50
Northern Pipe Equipment, Inc.	\$46,824.00
Speedy Clean Drain & Sewer	\$50,482.50
Great Lakes TV Seal, Inc.	\$72,494.50
Visu-Sewer, Inc.	\$89,017.00
PLC Water Jetting Service, Inc.	\$102,625.00
National Power Rodding Corp.	\$221,656.75
Infratech	\$259,851.25

The budgeted amount for the project from the capital improvement fund is \$60,000. Funding will be \$50,000 from the storm water utility fund and \$10,000 from the sewerage revenue fund. The staff recommendation is to award the bid to Green Bay Pipe & TV, LLC in the amount of \$43,107.50.

ATTACHMENTS:

- 14-15 Bid Tab(PDF)

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				GREEN BAY PIPE & TV, LLC		NORTHERN PIPE CLEANING & TV INC		SPEEDY CLEAN DRAIN & SEWER		GREAT LAKES TV SEAL, INC.		VISU-SEWER		PLC WATER JETTING SERVICE, INC.		NATIONAL POWER RODDING CORP.		INFRATECH	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	SANITARY SEWER CLEANING (6-12 INCH)	LF	525	\$ 0.35	\$ 183.75	\$ 0.48	\$ 252.00	\$ 0.45	\$ 236.25	\$ 0.41	\$ 215.25	\$ 4.00	\$ 2,100.00	\$ 0.50	\$ 262.50	\$ 0.01	\$ 5.25	\$ 1.09	\$ 572.25
SP-02	SANITARY SEWER TELEVING (6-12 INCH)	LF	525	\$ 0.35	\$ 183.75	\$ 0.48	\$ 252.00	\$ 0.45	\$ 236.25	\$ 0.41	\$ 215.25	\$ 1.00	\$ 525.00	\$ 0.50	\$ 262.50	\$ 3.74	\$ 1,963.50	\$ 1.00	\$ 525.00
SP-03	STORM SEWER CLEANING (8-27 INCH)	LF	34,000	\$ 0.40	\$ 13,600.00	\$ 0.45	\$ 15,300.00	\$ 0.45	\$ 15,300.00	\$ 0.41	\$ 13,940.00	\$ 0.50	\$ 17,000.00	\$ 1.00	\$ 34,000.00	\$ 0.01	\$ 340.00	\$ 1.15	\$ 39,100.00
SP-04	STORM SEWER CLEANING (30-48 INCH)	LF	8,400	\$ 0.40	\$ 3,360.00	\$ 0.45	\$ 3,780.00	\$ 0.45	\$ 3,780.00	\$ 0.41	\$ 3,444.00	\$ 0.50	\$ 4,200.00	\$ 1.50	\$ 12,600.00	\$ 1.00	\$ 8,400.00	\$ 2.89	\$ 24,276.00
SP-05	HEAVY SEWER CLEANING (6-27 INCH)	LF	12,000	\$ 0.37	\$ 4,440.00	\$ 0.46	\$ 5,520.00	\$ 0.60	\$ 7,200.00	\$ 1.50	\$ 18,000.00	\$ 1.00	\$ 12,000.00	\$ 2.00	\$ 24,000.00	\$ 2.50	\$ 30,000.00	\$ 7.38	\$ 88,560.00
SP-06	HEAVY SEWER CLEANING (30-48 INCH)	LF	3,000	\$ 0.52	\$ 1,560.00	\$ 0.58	\$ 1,740.00	\$ 0.75	\$ 2,250.00	\$ 2.00	\$ 6,000.00	\$ 5.00	\$ 15,000.00	\$ 2.00	\$ 6,000.00	\$ 5.00	\$ 15,000.00	\$ 11.11	\$ 33,330.00
SP-07	STORM SEWER TELEVISIONING (8-27 INCH)	LF	34,000	\$ 0.45	\$ 15,300.00	\$ 0.45	\$ 15,300.00	\$ 0.45	\$ 15,300.00	\$ 0.42	\$ 14,280.00	\$ 0.83	\$ 28,220.00	\$ 0.50	\$ 17,000.00	\$ 3.74	\$ 127,160.00	\$ 1.05	\$ 35,700.00
SP-08	STORM SEWER TELEVISIONING (27-48 INCH)	LF	8,400	\$ 0.45	\$ 3,780.00	\$ 0.45	\$ 3,780.00	\$ 0.45	\$ 3,780.00	\$ 1.00	\$ 8,400.00	\$ 0.83	\$ 6,972.00	\$ 0.75	\$ 6,300.00	\$ 4.32	\$ 36,288.00	\$ 2.65	\$ 22,260.00
SP-09	SEWER PIPE ROOT CUTTING (6-48 INCH)	LF	1,000	\$ 0.50	\$ 500.00	\$ 0.50	\$ 500.00	\$ 2.00	\$ 2,000.00	\$ 2.00	\$ 2,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.50	\$ 1,500.00	\$ 10.98	\$ 10,980.00
SP-10	REMOVAL MINERAL DEPOSITS	LF	400	\$ 0.50	\$ 200.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 15.00	\$ 6,000.00	\$ 5.00	\$ 2,000.00	\$ 3.00	\$ 1,200.00	\$ 2.50	\$ 1,000.00	\$ 11.37	\$ 4,548.00
	TOTAL AMOUNT BID				\$43,107.50		\$46,824.00		\$50,482.50		\$72,494.50		\$89,017.00		\$102,625.00		\$ 221,656.75		\$ 259,851.25

Attachment: 14-15 Bid Tab (1957 : Recommendation from the BOPW to Award Project 14-15 Sewer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-21, Authorizing Submission Of Department Of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Program Planning Grant Application.

The Wisconsin Department of Natural Resources (WDNR) offers planning grants under the Urban Nonpoint Source and Storm Water Management Grant Program. This program is on a 2-year cycle. Grants for the upcoming cycle are due April 15, 2014. Grant funding may be up to \$85,000. Projects eligible for planning grants include:

- Storm water management planning for urban areas.
- Preparation of local ordinances affecting storm water discharge (construction site or post construction erosion control, pet waste, or illicit discharge management).
- Local financing options for evaluation of storm water utilities/programs.
- Administrative costs for initial establishment of local storm water management funding programs.
- Illicit discharge detection and elimination.
- Public information and education activities.

The City last updated the storm water management plan and modeling in 2008. Since that time, modeling software upgrades have been made and improvements to the City storm water management system have been completed.

In addition to changes within the City, there have been many regulatory changes that impact the long term planning for the City. In particular is the upcoming incorporation of Total Maximum Daily Loads (TMDL's) by the WDNR for pollutants from storm water flowing to the Lower Fox River and tributaries such as Ashwaubenon Creek and the East River.

The WDNR is also revising the MS4 General Permit for 2014. There will be additional requirements for the City under this permit including revised storm water mapping, storm water plans for City facilities, and revisions to the storm water ordinance.

Funds from the grant would be used for the following:

- Storm water model updates.
- Storm water ordinance updates.
- Storm water prevention plans for municipal facilities.
- Long term planning to meet TMDL requirements.
- Update the Storm Water User's Guide for private development in the City.

The grant application will be prepared by City Staff in conjunction with Graef. Funding for the grant application was included in the budget and in the proposal from Graef which was approved at the February Board of Public Works.

Staff recommends approval for the preparation and submittal of an application for the Urban Nonpoint Source and Storm Water Management Grant Program.

ATTACHMENTS:

- Reso14-21 (DOCX)
- WDNRRStormWaterGrant (PDF)

RESOLUTION #14-21

AUTHORIZING SUBMISSION OF DEPARTMENT OF NATURAL
RESOURCES (WDNR) URBAN NONPOINT SOURCE & STORM WATER
PROGRAM PLANNING GRANT APPLICATION

WHEREAS, the City last updated its Storm Water Management Plan and Modeling in 2008; and

WHEREAS, the Wisconsin Department of Natural Resources offers planning grants under its
Urban Nonpoint Source and Storm Water Management Grant Program; and

WHEREAS, such grant can be used by the City for storm water modeling updates, ordinance
updates, storm water prevention plans and other storm water planning activities, with the DNR
covering 70% of costs up to a maximum grant amount of \$85,000; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council authorizes the Director of Public Works to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project

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 18th day of
March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

State of Wisconsin
Runoff Management Section-WT/3
Department of Natural Resources
101 South Webster Street
Madison, WI 53703 or
P.O. Box 7921
Madison WI 53707-7921

Urban Nonpoint Source & Storm Water (UNPS&SW)Program Planning Grant Application

Form 8700-299A (R 1/14)

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Notice: This application form template was created by the Wisconsin Department of Natural Resources. Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154, and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please read the instructions prior to completion of this form. Complete all sections as applicable. Tab to each section or click in answer spaces.

Applicant Information

Calendar Year of Grant Start

Project Name

Applicant (governmental unit applying; name and type, e.g. Madison, City of)

Name of Government Official - Authorized Signatory (First Last)			Name of Government Official - Grant Contact Person (First Last)		
Title			Title		
Area Code + Phone Number			Area Code + Phone Number		
E-Mail Address			E-Mail Address		
Mailing Address - Street or Route			Mailing Address - Street or Route		
City	State WI	ZIP Code	City	State WI	ZIP Code

Project Information

A. Location of Project

County			State Senate District number:				State Assembly District number:	
Minor Civil Division (city, town, village, e.g., Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter- Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)
	N							
	N							
	N							

Method for Determining Latitude & Longitude (check one)

- ☐ GPS ☐ DNR Surface Water Data Viewer (<http://dnrmaps.wi.gov/SL/?Viewer=SWDV>)
☐ Other (specify):

Project Name:

UNPS&SW Program - Planning Grant Application

Form 8700-299A (R 1/14)

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B. Project Summary and Description. Use this space for the project summary and description, not an attachment.**C. Watershed, Waterbody and Pollutants** (see Attachment A and <http://dnrmass.wi.gov/SL/?Viewer=SWDV>).*Note: Planning areas may encompass several square miles and may affect multiple watersheds.*

Watershed Name	Watershed Code	12-digit Hydrologic Unit Code (HUC)	% of Project Area	Nearest Waterbody Name

Nonpoint Source Pollutant(s) Controlled by the Project

☐ Nutrients ☐ Sediment ☐ Other, specify:
Part I. Screening Requirements**A. Maps and Photographs**

Yes

- ☐ An 8.5" x 11" map from the DNR data/map viewers, showing the project area, is attached (link to <http://dnrmass.wi.gov/SL/?Viewer=SWDV>).
- ☐ Aerial photo maps and project area photos are also included.

B. Filters *Note: The applicant must be able to check "Yes" to questions 1 through 8 below to be eligible for a grant. Check "Yes" to question 9, if applicable.*

Yes

- ☐ 1. Project is in an area that is urban or will be urban within 20 years (see Attachment B).
- ☐ 2. Project will be completed within 24 months of the start of the grant period.
- ☐ 3. Staff and consultants designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.
- ☐ 4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.
- ☐ 5. Planning products prepared under this grant will not work at cross-purposes to (are consistent with) the non-agricultural performance standards under ch. NR 151 (see Attachment D).
- ☐ 6. The local DNR District Nonpoint Source Coordinator has been contacted and the project was discussed. See contacts at: <http://dnr.wi.gov/topic/nonpoint/NPScontacts.html>.

Name of the District Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Contact

Project Name: _____

UNPS&SW Program - Planning Grant Application

Form 8700-299A (R 1/14)

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- ☐ 7. The applicant can declare that **one** of the two statements below is TRUE.
- ☐ a. Statement A: The grant application is for a local governmental unit that has jurisdiction over the project area. (Jurisdiction over the project area means that the governmental unit has control over whether the planning recommendations are carried out.)
- ☐ b. Statement B: The applicant does not have jurisdiction over the project area; however conditions "i" and "ii" or "i" and "iii" are met
- ☐ i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; and
- ☐ ii. In addition, Inter-Governmental Agreements (IGAs) are in place,
- ☐ iii. or, will be put in place prior to the commencement of the grant period, to assure urban best management practices included on the grant are installed and maintained (see Attachment G).
- ☐ 8. The applicant can declare that **one** of the two statements below is TRUE.
- ☐ a. Statement A: The applicant is not the University of Wisconsin Board of Regents.
- ☐ b. Statement B: The applicant is the University of Wisconsin Board of Regents and the project will develop recommendations for a UW Campus area located in a municipality that meets **both** of the following criteria:
- ☐ i. The municipality is required to obtain a municipal storm water permit under ch. NR 216 and
- ☐ ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
- ☐ 9. This application is a joint application among local units of government, and
- ☐ If yes, the required Inter-Governmental Agreement (maybe a DRAFT) is attached (see Attachment G).

If the applicant answered "No" to any of the items in 1-8, above, stop here. This project is ineligible.

Part II. Competitive Elements

Question 1. Fiscal Accountability

A. Timeline and Source of Staff

For each applicable milestone listed below, fill in the appropriate data.

Milestone	Target Completion Date (month/year)	Source(s) of Staff
Basic Milestones		
Prepare preliminary scope of services and discuss with DNR NPS Coordinator		
Prepare Request for Proposal		
Select Consultant		
Finalize Scope of Service and Professional Services Contract		
Get DNR approval of Professional Services Contract		
Hold "kick-off" meeting		
Interim meeting with DNR		
Presentation to Municipal Council		
Submit project and final report to DNR		
Additional Milestones (list below)		

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B.2. Cost Estimate Quality Describe the quality of cost estimates including whether the cost estimate is based on a competitive bid, scope of services, similar projects conducted locally, similar projects conducted elsewhere in the state or region, or other more generalized data. Provide documentation.

Project Name:

**UNPS&SW Program - Planning Grant
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Identify the source of the local share:

Question 2. Project Evaluation Strategy

Information that will be developed and presented to DNR to evaluate the environmental benefits of completing this project. Check all that apply.

- ☐ A. Information that quantifies how project implementation is projected to decrease storm water impacts on state waters will be provided to the DNR. The information may be provided as part of the planning product (e.g., storm water plan, I&E plan) or in the Final Report.
- ☐ B. Information that tracks progress in carrying out recommendations of this project will be provided to the Department for one or two years after the project is completed. Specify if it is going to be one or two years that tracking information will be provided and describe how this annual post-project tracking process will work:

Question 3. Evidence of Local Support

For A. and B., check the applicable situation that exists at the time of application. Include attachments, if applicable.

A. Government

- ☐ 1. The local-share funds for the project expenses are already included specifically in an **adopted** budget. Describe the document and list date of adoption:
- ☐ 2. The local-share funds for the project expenses are or will be included in a **proposed** budget. Describe the document and list date of adoption:

B. Community

- ☐ 1. There is community support specifically for the project in this application.
☐ Evidence of this support is included with the application submittal.
- ☐ 2. There is community support for addressing general water resource needs in the community, even though there may not be evidence of support for this specific project.
☐ Evidence of this support is included with the application submittal.

Project Name: _____

UNPS&SW Program - Planning Grant Application

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Question 4. Water Quality Needs

The project must be consistent with at least one of the following seven watershed priorities. For each watershed in the project area, identify the category that best identifies the project goals. If more than one category is checked (because the project area contains more than one watershed), estimate the portion of the project area to be assigned to each category.

Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the District NPS Coordinator may be used to identify the water quality need.

Percent of Project Area (Total should equal 100%)		Surface Water Considerations
☐		A. Clean Water Act section 303(d) List of Impaired Waters Project with water quality goals directly dealing with a water body (lake or stream) on the latest Clean Water Act (CWA) s. 303(d) List of Impaired Waters, where the cause of the impairment is nonpoint source pollution and this project will reduce the type of nonpoint pollutants for which the water is listed (see Attachment A and http://dnrmaps.wi.gov/SL/?Viewer=SWDV). Name of Applicable Impaired Water: _____ Name of Pollutant Causing Impairment: _____
☐		B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI). To locate ORW/ERW and other ASNRI's see Attachment A and go to DNR's Surface Water Data Viewer Designated Waters Theme at http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=DesignatedWaters . Name of Applicable ORW/ERW or ASNRI: _____
☐		C. Not Fully Supporting Uses or NPS Ranking of High or Medium A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.
☐		D. Surface Water Quality Prevention of degradation of surface water quality due to nonpoint sources
		Groundwater Considerations For assistance with this section, please consult the DNR District Drinking Water and Groundwater Specialist at: http://dnr.wi.gov/topic/drinkingwater/contact.html or the County Extension office.
☐		E. Exceeds Groundwater Enforcement Standard Groundwater within the project area where representative information indicates that stormwater pollutants in groundwater exceed the Enforcement Standard (ES).
☐		F. Exceeds Groundwater Preventive Action Limit Groundwater within the project area where representative information indicates that storm water pollutants in groundwater exceed the Preventive Action Limit (PAL).
☐		G. Groundwater Quality (see Attachment F) The project area is within a geological area defined in Attachment F as susceptible to groundwater contamination.
Total:		

Project Name: _____

UNPS&SW Program - Planning Grant Application

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Drinking Water Bonus Points (see Attachment E)

- Yes ☐ Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes any of the following: Municipal supplies governed by chs. NR 809 and 811; Other-Than-Municipal (OTM) water supplies governed by chs. NR 809 and 811; Non-Transient water supplies governed by chs. NR 809 and 811; Transient water supplies governed by chs. NR 809 and 812.
1. If "Yes," and you checked boxes E, F, or G, above, then mark a, b, or c, below and move on to question 6.
(You will need assistance from your DNR District NPS Coordinator at <http://dnr.wi.gov/topic/nonpoint/NPSContacts.html> or Water Supply Specialist at <http://dnr.wi.gov/topic/drinkingwater/Contact.html> to answer.)
- ☐ a. Check this box if the project is located: within the wellhead protection area of a municipal well; or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated; or within 1,200 feet of an Other-Than-Municipal (OTM) water supply well; or within 1,200 feet of a Non-Transient water supply well.
- ☐ b. Check this box if the project is located within 200 feet of a Transient water supply well.
- ☐ c. Check this box if **neither** a nor b applies
2. If "Yes," and you checked box A, B, or C or D above, then place a check mark next to the appropriate drainage area where the project is located. If the project is in more than one drainage area, enter the appropriate percentages in the boxes provided.
(See [Attachment E](#) .)

Source Water Drainage Area	Portion of Project in Assessment Area (%)
☐ Pike River and Creek	
☐ Root River	
☐ Oak Creek	
☐ Milwaukee River	
☐ Sauk Creek	
☐ Sheboygan and Onion Rivers	
☐ Manitowoc River	
☐ Twin Rivers	
☐ Kewaunee and Ahnapee Rivers	
☐ Menominee River	
☐ Fish Creek	
☐ St. Louis and Nemadji Rivers	
☐ Lake Winnebago	

Question 5. Project Activities and Extent of Pollutant Control

A project can consist of one or more of the following planning activity categories (A through F). For each category below, check the boxes that describe the work products which will be produced under **this** grant. **Do not check boxes based on prior work.**

A. Ordinance Preparation

Develop New Update Existing The project is to develop or update one or more of the following ordinances (must be the applying Governmental Unit's ordinances), including associated information, education and public participation activities. Check all that apply.

- ☐ ☐ 1. Construction erosion control ordinance including all the requirements of s. NR 151.11.
- ☐ ☐ 2. Storm water ordinance for new development and re-development including all the requirements of ss. NR 151.12, NR 151.121-128, and NR 151.241-249.
(See NR 151 at: http://docs.legis.wi.gov/code/admin_code/nr/100/151.pdf#page=1)
- ☐ ☐ 3. Low impact development/conservation subdivision ordinances.
- ☐ ☐ 4. Other ordinances such as an illicit discharge ordinance, storm water ordinances affecting runoff from developed urban areas (e.g., pet waste management ordinances, nutrient management ordinances), or ordinances that regulate the application of fertilizers to non-municipal properties in accordance with s. NR 151.14.

Project Name: _____

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B. Financing Mechanisms

Develop Update The project will evaluate financing mechanisms for storm water management, including associated information, education and public participation activities. Recommendations will be presented to the governing board for approval and DNR will be notified of the governing board's action. Check **one** of the following:

- ☐ ☐ 1. The project develops a dedicated revenue source, such as a storm water utility, to implement a storm water program focusing on implementation of performance standards in Subchapter III of ch. NR 151.
- OR**
- ☐ ☐ 2. The project is a general feasibility analysis of alternative funding mechanisms

C. Storm Water Plan for Developed Urban Areas (includes redevelopment)

Develop Update The project is to develop or update a storm water management plan for developed urban areas, including redevelopment, which addresses all applicable performance standards under NR 151 including associated information, education and public participation activities. Check **one** of the following

- ☐ ☐ 1. This project will cover the entire geographic area of the governmental unit.
- OR**
- ☐ ☐ 2. This project will cover only part of the geographic area of the governmental unit.

D. Storm Water Plan for New Development

Develop Update The project will develop or update a storm water management plan for new development that addresses all of the performance standards under ss. NR 151.12, NR 151.121-128, and NR 151.241-249, including associated information, education and public participation activities. Check **one** of the following:

- ☐ ☐ 1. This project will cover the entire geographic area of the governmental unit.
- OR**
- ☐ ☐ 2. This project will cover only part of the geographic area of the governmental unit.

E. Comprehensive Storm Water Information and Education Program

- ☐ Check this box if the project will develop and/or implement a comprehensive storm water information and education program. *Note: This category may not be checked if any boxes in categories A through D, above, have been checked. Information and education activities are expected to be included as necessary components of projects under categories A through D.*

F. Inter-Municipal and Watershed-based Cooperation (bonus)

- ☐ Check this box if this project is being conducted as part of an inter-governmental storm water management strategy for a common water resource. This also includes entering into a Watershed-based Storm Water Management Permit with other municipalities.

Note: If more than one local unit of government is joining in this project application (a "joint application"), then an Inter-Governmental Agreement (IGA) meeting the requirements of Attachment G must be submitted with this application.

Provide a description of the inter-governmental effort that will be used to complete the project.

Project Name: _____

UNPS&SW Program - Planning Grant Application

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Question 6. Plans and Regulations**A. Consistency With Resource Management Plans**

- ☐ Check this box if the proposed project focuses on plans to implement a water quality recommendation from a locally-approved resource management plan. Examples include Smart Growth plans, Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.

(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)

If Yes, summarize the water quality recommendation and describe how it relates to the goals of this proposed project. Cite the title, author and date(s) of publication of the resource management plan. Attach pertinent page(s) or provide URL and page numbers.

B. Supporting Regulations

Check the box for the statement(s) that applies to this project. The project is located within an area which has:

- ☐ 1. The applicant (applying governmental unit) has regulations in place to administer and enforce construction erosion controls in the governmental unit that are consistent with the non-agricultural performance standards in s. NR 151.11 Include the web site where the regulation can be found (most direct web page URL) and page number(s).
- ☐ Or check the box if a copy of the regulation is attached to this application.
- ☐ 2. The applicant (applying governmental unit) has regulations in place to administer and enforce post-construction runoff for areas of new development and redevelopment in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12. Include the web site where the regulation can be found (most direct web page URL) and page number(s).

☐ Or check the box if a copy of the regulation is attached to this application.

Question 7. Use of Additional Funding

- ☐ Check this box if the applicant is requesting less state share than the 70% rate and below the \$85,000 cap.

Question 8. City of Racine

- ☐ Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part III. Eligibility for Multipliers

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

Local Implementation Program (select all that are in place as of the application submittal date)

- ☐ A. The governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- ☐ B. The governmental unit is tracking storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.
- N/A
- ☐ ☐ C. The governmental unit is implementing a nutrient management plan for municipally-owned properties of pervious area where nutrients are applied.

Project Name:

UNPS&SW Program - Planning Grant Application

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Optional Additional Information

Carefully review the answers to all of the questions above. Is there additional information that will add to the understanding of this project? If so, describe here.

Applicant Certification

A Responsible Governmental Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. All four copies must include the signature of the Responsible Governmental Official.

Signature of Government Official - Authorized Signatory

Date Signed

Name (Please Print)

Title

☐ Check this box if the required, completed Governmental Responsibility Resolution (see Attachment H) is attached

Submittal Directions

To be considered for funding, provide the following for each application submitted:

- One hard copy of the completed application form [DNR Form 8700-299A (R 1/14) with **original signature in blue ink** and all attachments.
- Three additional hard copies of the completed, signed application form and all attachments.
- One electronic copy of the completed application form (this saved application form) in **PDF format only** plus all attachments on CD.

All application materials must be postmarked by midnight **April 15 of the same calendar year**.

Mail to: State of Wisconsin
Runoff Management Section-WT/3
Department of Natural Resources
101 South Webster Street
Madison, WI 53703

PO Box 7921
or Madison WI 53707-7921

Project Name:

**UNPS&SW Program - Planning Grant
Application**

Form 8700-299A (R 1/14)

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Please use this page to write any constructive comment(s) you might have to improve this application.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-22, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit And Its Submission To The Department Of Natural Resources (DNR).

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2013 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 2013 to meet our MS4 General Permit for storm water discharge. Highlights from the 2013 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.
- Completed annual Illicit Discharge Detection and Elimination program testing at major outfalls. One fifth of the City is reviewed each year. No illicit discharges were identified.
- Upsized storm sewer on American Boulevard.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

ATTACHMENTS:

- Reso14-22 (DOCX)
- CI_BOPW-MS4 Annual Report (PDF)

RESOLUTION #14-22

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

WHEREAS, the DNR has issued an MS4 permit (Permit No. WI-S050075-1) 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-S050075-1, has been reviewed and recommended for approval by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-1 to be submitted to the DNR on or before March 31, 2014.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-22 (1959 : Resolution #14-22, WDNR MS4 Permit Application)

Due by March 31, 2014

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

This form is for reporting on activities undertaken in calendar year 2013.

Instructions: Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2014, to the appropriate address indicated on the last page of this form.

SECTION I. Municipal Information

Name of Municipality		Facility ID No. (FIN)	
City of De Pere		31088	
Mailing Address	City	State	ZIP Code
925 S. Sixth Street	De Pere	WI	54115
County(s) in which Municipality is located	Municipality Type: (select one) ☐ County ☒ City ☐ Village ☐ Town ☐ Other (specify)		

SECTION II. Municipal Contact Information

Name of Municipal Contact Person		Title	
Eric Rakers		City Engineer	
Mailing Address	City	State	ZIP Code
925 S. Sixth Street	De Pere	WI	54115
Email	Phone Number (include area code)	Fax Number (include area code)	
erakers@mail.de-pere.org	(920) 339-8304	(920) 339-4071	

SECTION III. Certification

I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name	Authorized Representative Title		
Eric Rakers	City Engineer		
Signature of Authorized Representative	Date		
	03/19/2014		
Email	Phone Number (include area code)	Fax Number (include area code)	
erakers@mail.de-pere.org	(920) 339-8304	(920) 339-4071	

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

City staff keeps the Board of Public Works and Common Council apprised of the discharge permit and the requirement of the permit during the year as services to meet the requirements are obtained. This includes when professional services are obtained for pond design and IDDE review.

31088 City of De Pere
FIN / Municipality Name

Annual Report under MS4
General Permit No. WI-S050075-1

Form 3400-195 (R 12/13)

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SECTION IV. General Information

- a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

The annual report was presented to the Board of Public Works on March 7, 2014 and the Common Council on March 18, 2014. The draft annual report was placed on the website on March 14, 2014.

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

If yes, title and date of storm water management plan:

EarthTech Inc. completed a report titled City of De Pere Nonpoint Pollution WinSLAMM Analysis in March of 2008.

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

If yes, describe these cooperative efforts:

- e. Does the municipality have an internet website? ☒ Yes ☐ No

If yes, provide web address:

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

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

☒ Yes ☐ No

If yes, provide web address:

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

SECTION V. Permit Conditions

- a. **Minimum Control Measures:** For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- Public Education and Outreach

The City utilizes the information from the Northeast Stormwater Consortium-NEWSC Stormwater Management activities. In addition to the NEWSC activities, the City included an article on vehicle maintenance and impacts to storm water in the 2013 summer newsletter. The City placed storm water posters at public facilities around the City.

- Public Involvement and Participation

The City has a link to the City's stormwater ordinance plus a link to the NEWSC website. The City has information available for the public including handouts on: seasonal packet - soil testing, grass clippings, lawn watering, fall fertilizing, leaf maintenance, household hazardous waste, algae blooms, and composting.

- Illicit Discharge Detection and Elimination

The City completed the IDDE Field Screening Program in 2013 per the 2010 approved plan.

- Construction Site Pollutant Control

Ordinance 09-04, Chapter 28, De Pere Municipal Code relating to storm water management including the NEWSC Stormwater Reference Guide was adopted on 2/3/2009.

- Post-Construction Storm Water Management

No additional post construction ponds were constructed in 2013. Additional cleaning and televising was completed in 2013. Approximately one fifth of the City storm sewer was cleaned and televised.

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General Permit No. WI-S050075-1

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• Pollution Prevention

City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. Trucks are calibrated each year and salt usage tracked. The City collected branches and yard waste three times in 2013. Leaves were collected in the spring and fall. These materials were hauled to the compost site with leaves also being hauled to area farmers. The pollution prevention plan for the City's municipal garage site includes frequent cleaning of the catch basins, street sweeping of the facility, storing the sand and salt mixture in a shed with a roof, and a truck wash to clean debris from trucks.

- b. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? ☒ Yes ☐ No

If yes, provide the following: Model used Winslanum Version 9.2.5 Reduction (%) 33

If no, include a description of any actions the municipality has undertaken during 2013 to help achieve the 20% standard.

- Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal? ☐ Yes ☒ No

If yes, describe:

- c. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices? ☒ Yes ☐ No

If yes, describe the maintenance program and any maintenance activities that have occurred for best management practices in 2013. If available, attach any additional information on the maintenance program.

The City reviewed storm sewer outfalls and ponds as part of the IDDE program.

- d. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

The City modified storm sewer on American Boulevard. The modifications involved pipe size increases. The locations remained the same.

SECTION VI. Fiscal Analysis

- a. Provide a fiscal analysis that includes the annual expenditures for 2013, and the budget for 2013 and 2014. A table to document fiscal information is provided on page 6.

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

☒ Storm water utility ☐ General fund ☐ Other _____

- c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements? ☒ Yes ☐ No

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

Storm water management funds are generated from a user charge for the storm water utility. The City has implemented a rate policy based on residential user equivalents (RUE's). The RUE's are determined based on the size of the parcel and land use.

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**Annual Report under MS4
General Permit No. WI-S050075-1**

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SECTION VII. Inspections and Enforcement Actions

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

- a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)? ☐ Yes ☒ No If yes, attach copy or provide web link to ordinance:
- e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.
The City completed 118 inspections. No enforcements were issued.

SECTION VIII. Water Quality Concerns

- a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/topic/SurfaceWater/orwerw.html>) ☐ Yes ☒ No If yes, list:
- b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/water/impairedsearch.aspx?status=303d>) ☒ Yes ☐ No If yes, complete the following:
- Impaired waterbody to which the MS4 discharges:
Ashwaubenon Creek, East River, Fox River
 - Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:
City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. Trucks are calibrated each year and salt usage tracked. The City collected branches and yard waste three times a year and leaves in the spring and fall. These materials were hauled to the compost site with leaves also being hauled to area farmers.
- c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.
No storm water treatment facilities were added in 2013.
- d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

Describe any proposed changes to the storm water management program being contemplated by the municipality for 2014 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

The City is planning to complete two swale stabilization projects, repair damage to a storm water management pond,

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SECTION IX. Proposed Program Changes

and construct a new regional storm water management pond.

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

Program Element	Annual Expenditure 2013	Budget		Source of Funds
		2013	2014	
Public Education and Outreach	2,000	2,000	2,000	Storm Water Utility
Public Involvement and Participation	1,000	1,000	1,000	Storm Water Utility
Illicit Discharge Detection and Elimination	2,000	2,500	2,500	Storm Water Utility
Construction Site Pollutant Control	2,750	2,750	2,750	Storm Water Utility
Post-Construction Storm Water Management	109,215	109,200	731,681	331,681 - Storm Water Utility, 400,000 - TID
Pollution Prevention	687,646	687,550	681,057	Storm Water Utility
Storm Water Quality Management (including pollutant-loading analysis)	225,031	225,000	209,686	Storm Water Utility
Storm Sewer System Map	10,900	10,900	10,900	Storm Water Utility
Other: New Leaf Loader			275,000	Storm Water Utility

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NORTHERN REGION COUNTIES

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

WEST CENTRAL REGION COUNTIES

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

NORTHEAST REGION COUNTIES

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

SOUTH CENTRAL REGION COUNTIES

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

SOUTHEAST REGION COUNTIES

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-23, Authorizing State / Municipal Agreement for STH 32/57 Construction Project.

Attached is the State / Municipal agreement (SMA) for the construction of a roundabout at the intersection of STH 57 and Heritage Road. The project is tentatively scheduled for spring/summer of 2016. The estimated cost for this project is \$1,689,805 with the City's share estimated at \$12,753.

Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

- Reso14-23 (DOCX)
- DOT Municipal Agreement - STH 57 Roundabout (PDF)

RESOLUTION #14-23

AUTHORIZING STATE/MUNICIPAL AGREEMENT FOR
STATE HIGHWAY 32/57 CONSTRUCTION PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) is constructing a single lane roundabout at the intersection of State Highway 32/57 and County Highway X; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the State/Municipal Agreement attached and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the State/Municipal Agreement (Exhibit A).

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 18th day of March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-23 (1954 : Resolution #14-23, Authorizing State/Municipal Agreement for STH 57 Roundabout*)



**ORIGINAL
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: February 19, 2014

I.D.: 4085-43-00/71

Road Name: City of De Pere, STH 32/57

Limits: CTH X Intersection

County: Brown

Roadway Length: 0.31 miles

The signatory city of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The intersection of STH 32/57 and CTH X has been experiencing a high rate of right angle and left turn crashes. Some reasons for the high crash rate include the intersection is located on a curve, the area is in the process of transitioning from rural to urban, increasing residential and commercial development, and concurrently is seeing more truck traffic on STH 32/ 57 and CTH X due to the increasing development.

Proposed Improvement - Nature of work: The proposed action is to construct a single lane roundabout at the intersection of STH 32/57 and CTH X. STH 32/57 will be realigned to add deflection upon entry into the roundabout and reduce vehicle speeds. The proposed design is a 15' driving lane with concrete curb and gutter on the approaches. The construction is currently scheduled to take place in the spring/summer of 2016 and will require the closure of the intersection for approximately 4 months.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Concrete sidewalk stamping and landscaping not covered by CSS funds, central island irrigation system, concrete driveway apron for Belmark parking lot, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 130,000	\$ 130,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 110,000	\$ 110,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010)					
Participating	\$ 1,398,857	\$ 1,398,857	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	
New Lighting	\$ -	\$ -	100%	\$ -	
CSS Items (0020)					
Priority 1 (1.5% CSS Funds)	\$ 19,000	\$ 19,000	CAP	\$ -	0%
Priority 2 (WisDOT Landscape)	\$ 3,933	\$ 3,933	CAP	\$ -	0%
Priority 3 (Landscaping & Stamping)	\$ 12,363	\$ -	0%		100%
City of De Pere			0%	\$ 7,727	62.5%
Town of Ledgeview			0%	\$ 4,636	37.5%
Non-Participating (0030)	\$ 6,901				
City of De Pere		\$ -	0%	\$ 4,313	62.5%
Town of Ledgeview		\$ -	0%	\$ 2,588	37.5%
Non-Participating (0040)					
Priority 1 (WisDOT)	\$ 6,141	\$ 6,141	CAP	\$ -	0%
Priority 2 (City of De Pere)	\$ 2,438	\$ -	0%	\$ 2,438	100%
Non-Participating (0050)					
GBMSD**	\$ 173		0%	\$ 173	100%
Total Cost Distribution	\$ 1,689,805	\$ 1,667,931		\$ 21,875	
City of De Pere				\$ 12,753	
Town of Ledgeview				\$ 7,224	
GBMSD**				\$ 173	

*Estimates include 15% delivery.

**GBMSD – Green Bay Metropolitan Sewerage District

Non-participating categories include the following items:

CAT 0030 – Roundabout irrigation system

CAT 0040 – Belmark Concrete Driveway Apron and Utility Adjustments

CAT 0050 – GBMSD Utility Adjustments

This request is subject to the terms and conditions that follow (pages 4 – 6) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of De Pere** (please sign in blue ink)

Name

Title

Date

Signed for and in behalf of the State (please sign in blue ink)

Name

Title

Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all items outside the travel lane along the project within the limits of the roundabout, to include but not limited to sidewalks, multi-use paths, irrigation system in the roundabout central island, all landscaping within the roundabout central island, and the stamped and colored concrete within the splitter islands and roundabout funded by community sensitive solutions. (City of De Pere responsible for these items)
 - (b) Prohibit parking. (City of De Pere responsible for this item)
 - (c) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (d) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (e) Coordinate with the state on changes to highway access within the project limits.
 - (f) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (g) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc). (City of De Pere responsible for these items)

9. Basis for local participation:

(a) CSS Eligible Items

- i. CSS Funds available - \$19,000 (based on 1.5% of construction estimate of \$1,260,700)
- ii. Landscaping – \$19,771 (WisDOT to contribute \$3,933 for typical roundabout landscaping costs); See attachment A
- iii. Stamping concrete – \$15,525; see attachment B

(b) Non-Participating Items

- i. Irrigation System – see attachment C
- ii. Concrete driveway apron – \$7,889 (WisDOT to contribute \$6,141 for asphalt driveway apron costs); City of De Pere Utility adjustments – \$690; see attachment D
- iii. Green Bay Metropolitan Sewerage District Utility adjustments – \$173; see attachment E

[END]

Attachment A: CSS Eligible Items - Landscaping

PROJECT ID 4085-43-00/71
TOWN OF WRIGHTSTOWN
City of De Pere, STH 32/57 - CTH X Intersection
STH 32
BROWN COUNTY

Proposed Landscaping Plan ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
Barberry; Rose Glow	20	EACH	\$45.00	\$900.00
Hydranga; Limelight	10	EACH	\$55.00	\$550.00
Spirea; Goldmound	23	EACH	\$35.00	\$805.00
Juniper; Kallays Compact Pfitzer	14	EACH	\$89.00	\$1,246.00
Mulch; Shredded Bark	390	SY	\$5.00	\$1,950.00
Mulch; Mississippi River Gravel	420	SY	\$10.00	\$4,200.00
Landscape Edging Aluminum	170	LF	\$8.00	\$1,360.00
Daylily; Becky Lynn	42	EACH	\$21.00	\$882.00
Daylily; Chicago Apache	23	EACH	\$12.00	\$276.00
Daylily; Happy Returns	22	EACH	\$16.00	\$352.00
Daylily; Indian Paint Brush	19	EACH	\$20.00	\$380.00
Daylily; Joan Senior	59	EACH	\$20.00	\$1,180.00
Daylily; Little Business Dwarf	33	EACH	\$21.00	\$693.00
Daylily; Little Wine	63	EACH	\$19.00	\$1,197.00
Daylily; Marry Todd	18	EACH	\$20.00	\$360.00
Daylily; Pearl Dwarf	41	EACH	\$21.00	\$861.00
ITEM COST				\$17,192.00
CONSTRUCTION DELIVERY (15%)				\$2,578.80
TOTAL COST				\$19,770.80

WisDOT Typical Roundabout Landscaping Plan ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
Donald Wyman Crab	3	EACH	\$200.00	\$600.00
Maney Juniper 15" Spread	15	EACH	\$50.00	\$750.00
Low Grow Seed	12	LBS	\$10.00	\$120.00
Mulch; Shredded Bark	390	SY	\$5.00	\$1,950.00
ITEM COST				\$3,420.00
CONSTRUCTION DELIVERY (15%)				\$513.00
TOTAL COST				\$3,933.00

NOTE: WisDOT will contribute \$3,933 towards landscaping. The remainder will be covered by CSS Funds and/or Municipal Funds.

Attachment B: CSS Eligible Items - Stamping Concrete

PROJECT ID 4085-43-00/71
TOWN OF WRIGHTSTOWN
City of De Pere, STH 32/57 - CTH X Intersection
STH 32
BROWN COUNTY

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
STAMPING CONCRETE	18,000	SF	\$0.75	\$13,500.00
ITEM COST				\$13,500.00
CONSTRUCTION DELIVERY (15%)				\$2,025.00
TOTAL COST				\$15,525.00

Attachment C: MUNICIPAL SHARED ITEMS

PROJECT ID 4085-43-00/71
TOWN OF WRIGHTSTOWN
City of De Pere, STH 32/57 - CTH X Intersection
STH 32
BROWN COUNTY

IRRIGATION SYSTEM ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
IRRIGATION SYSTEM	1	LS	\$6,000.00	\$6,000.00
				\$6,000.00
ITEM COST				\$900.00
CONSTRUCTION DELIVERY (15%)				\$6,900.00
TOTAL COST				
COST SHARE BREAKDOWN				
CITY OF DE PERE			62.5%	\$4,312.50
TOWN OF LEDGEVIEW			37.5%	\$2,587.50

Attachment D: CITY OF DE PERE ITEMS

PROJECT ID 4085-43-00/71
TOWN OF WRIGHTSTOWN
City of De Pere, STH 32/57 - CTH X Intersection
STH 32
BROWN COUNTY

CITY OF DE PERE ITEMS

MUNICIPAL UTILITY ADJUSTMENTS ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
SANITARY MANHOLE ADJUSTMENTS	1	EACH	\$150.00	\$150.00
WATER VALVE BOX ADJUSTMENTS	3	EACH	\$150.00	\$450.00
ITEM COST				\$600.00
CONSTRUCTION DELIVERY (15%)				\$90.00
TOTAL COST				\$690.00

NOTE: This item is a placeholder, no quantities have been identified for adjustment as of 10/15/2013.

CONCRETE DRIVEWAY APRON (BELMARK) ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
CONCRETE DRIVEWAY	134	SY	\$40.00	\$5,360.00
CONCRETE CURB & GUTTER	150	LF	\$10.00	\$1,500.00
ITEM COST				\$6,860.00
CONSTRUCTION DELIVERY (15%)				\$1,029.00
TOTAL COST (100% City of De Pere)				\$7,889.00

ASPHALT DRIVEWAY (BELMARK) - WisDOT CREDIT ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
ASPHALTIC SURFACE DRIVEWAY & FIELD ENTRANCE	30	TON	\$178.00	\$5,340.00
ITEM COST				\$5,340.00
CONSTRUCTION DELIVERY (15%)				\$801.00
TOTAL COST				\$6,141.00

NOTE: City of De Pere has requested a concrete driveway apron for Belmark. WisDOT will contribute the estimated cost for a typical asphalt driveway apron and the city will be responsible for the remaining costs.

Attachment E: GBMSD ITEMS

PROJECT ID 4085-43-00/71
TOWN OF WRIGHTSTOWN
City of De Pere, STH 32/57 - CTH X Intersection
STH 32
BROWN COUNTY

GBMSD ITEMS

MUNICIPAL UTILITY ADJUSTMENTS				
ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
SANITARY MANHOLE ADJUSTMENTS	1	EACH	\$150.00	\$150.00
WATER VALVE BOX ADJUSTMENTS	0	EACH	\$150.00	\$0.00
ITEM COST				\$150.00
CONSTRUCTION DELIVERY (15%)				\$22.50
TOTAL COST				\$172.50

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Marty Kosobucki

SUBJECT: Resolution #14-24, Authorizing Agreement for Cleaning Services
(Cleaning Solutions Services, Inc.).

ATTACHMENTS:

- Reso14-24, Authorizing Agreement For Cleaning Services (Cleaning Solution Services, Inc.) (DOCX)
- Cleaning Solution Services Agreement w.Exhibits (PDF)
- RFP 2014 MK(DOC)
- Cleaning Services Summary (DOCX)

RESOLUTION #14-24

AUTHORIZING AGREEMENT FOR CLEANING SERVICES
(Cleaning Solution Services, Inc.)

WHEREAS, Cleaning Solution Services, Inc. is a commercial and institutional contract cleaning company who is willing and capable of performing cleaning services at the City's Community Center, City Hall and Police Department/Probation Office; and

WHEREAS, City wishes to contract with Cleaning Solution Services, Inc. for such services and Cleaning Solution Services, Inc. desires to perform those services in accordance with the terms and conditions of the Agreement for Cleaning Services attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and 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 Cleaning Services (Cleaning Solution Services, Inc.) as is attached hereto (Exhibit 1); subject to such technical 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 18th day of March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CLEANING SERVICES
(Cleaning Solution Services, Inc.)**

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between the City of De Pere (“City”) and Cleaning Solution Services, Inc., a Wisconsin corporation (“CSS”).

WHEREAS, CSS is a commercial and institutional contract cleaning company who is willing and capable of performing cleaning services at the City’s Community Center, City Hall and Police Department/Probation Office; and

WHEREAS, City wishes to contract with CSS for such services and CSS desires to perform those services as more fully set forth below.

NOW, THEREFORE, upon the mutual covenants contained herein, together with such other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract period shall commence as of April 1, 2014 and shall end March 31, 2015. The parties may, upon written amendment to this Agreement, renew this Agreement for an additional two (2) years upon the same terms and conditions of this Agreement. If this Agreement is renewed for an additional two (2) year period, this Agreement shall automatically renew for additional one (1) year (April – March) contract periods unless notice of termination is given by one party to the other party at least 60 days before the end of the contract.
2. CSS shall assign such employees as are necessary to perform such cleaning services as described in Exhibit A for Community Center, Exhibit B for City Hall and Exhibit C for Police Department/Probation Office. In case of conflict between the provisions of Exhibit A, B and/or C and this Agreement, the terms and conditions of this Agreement shall prevail.
3. CSS is an independent contractor of City and shall not, at any time, directly or

indirectly, act as an agent, or employee of City, nor shall CSS or its employees make any commitment or incur any liability of behalf of the City of De Pere.

4. All personnel utilized in the services performed under this Agreement shall be employees of CSS. The City shall not be considered an employer of any such personnel for any reason whatsoever. The City shall not hire any CSS employee to perform janitorial or similar services during any of the terms of this Agreement and for 180 days thereafter.

5. CSS shall maintain and carry general liability insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Such policy shall contain a provision requiring the insurer to notify City of cancellation or termination and coverage at least 10 days prior to the effective date of the same. Further, CSS agrees to and does indemnify and hold harmless the City of De Pere, its agents, employees, officials, and officers, from any and all liability, loss, damages, demands, suits, and/or judgments arising out of this Agreement. This indemnification shall include, but is not limited to, attorney fees, costs, or expenses incurred by the City in defense of any demands, suits, or judgments arising from actions arising as a direct and proximate result of the services provided under this Agreement.

6. CSS shall provide City with a certificate or certificates of insurance indicating all types of insurance policies required hereunder and naming the City of De Pere as an additional insured thereunder for purposes of this Agreement on the general liability policy issued to CSS.

7. CSS shall provide all safety measures and equipment necessary for personnel utilized to perform cleaning services, and shall assume all risks incurred in performing services hereunder.

8. CSS shall furnish all supplies, materials and equipment necessary for its performance hereunder without additional cost to City. City shall designate an area in the City

Hall, Community Center and Police Department/Probation Office where CSS may store its cleaning supplies and equipment. Said supplies and equipment shall remain the property of CSS and City shall have no interest in such equipment. CSS shall also provide a log book for City staff to communicate concerns or special needs with CSS personnel. CSS staff shall reference the log book each day it provides service.

9. CSS shall provide only competent, qualified, careful, and efficient personnel who, subject to Wis. Stats. §111.335, do not have misdemeanor or felony conviction(s), the circumstances of which substantially relate to the cleaning services to be provided hereunder and whose work ethic and practices shall conform with the best and highest applicable standards of the industry. Further, CSS shall, upon request of City, remove from service under this Agreement, any of its personnel who, in the sole opinion of the City, have engaged in improper conduct or are not otherwise qualified to perform the work assigned to them.

10. CSS shall provide direct corporate supervision of its employees through a designated representative, who will be available at all reasonable times to report and confer with the City and its agents with respect to the services rendered hereunder.

11. For the first year of this Agreement (April 1, 2014 – March 31, 2015), City shall pay CSS the service charges as listed on the CSS proposals attached as Exhibit D for Community Center, Exhibit E for City Hall and Exhibit F for Police Department/Probation Office. If the Agreement is renewed upon mutual written agreement for an additional two (2) year period, the rate City shall pay CSS is as follows:

	Community Center	City Hall	Police Department/ Probation Office
April 1, 2015 – March 31, 2016	\$1,757.98	\$1,395.63	\$1,283.98
April 1, 2016 – March 31, 2017	\$1,784.35	\$1,416.56	\$1,303.24

Should the Agreement continue on a year by year basis after March 31, 2017, the service rate shall be as mutually agreed, in writing, between the City and CSS. This Agreement shall supersede any other term or condition in Exhibit D, E and/or F that conflict with this Agreement.

12. CSS shall invoice City monthly for the services provided hereunder in accordance with the pay schedule provided in Exhibit D, E and F. Payment by City shall be made within 30 days of invoice.

13. If either party is in default of their obligations under this Agreement, the other party may provide written notice of default. If the default is not cured or resolved within 30 days of the written notice, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party. The termination shall be effective 15 days after the notice of termination date.

14. Written notice permitted or required hereunder shall be provided via certified mail addressed as follows:

To City:

City Administrator
City of De Pere, City Hall
335 South Broadway Street
De Pere, WI 54115

To CSS:

Cleaning Solution Services, Inc.
c/o Fred William Fielder III
N9665 State Park Road
Appleton, WI 54915

15. CSS acknowledges that it is a consultant to the City and that, as such, Wis. Stats. §19.36(3) applies to records produced pursuant to this Agreement. Specifically, CSS acknowledges that records produced pursuant to this Agreement are subject to the public records

law to the extent they would otherwise be if maintained by the City. CSS agrees that, within 10 business days of a written request from City, it shall forward to City any records held by CSS that are responsive to the request. Such records shall be in the format requested by City provided that the records are kept and maintained in that format. CSS further agrees to indemnify the City from all costs City incurs should CSS fail to comply with these requirements.

16. This Agreement, together with its attachment, is the entire Agreement between the parties. Any revisions hereto, shall be in writing, signed by both parties.

17. In the event of breach of this Agreement, the breaching party agrees to pay all reasonable attorney fees, collection fees and associated costs attributable to enforcing this Agreement.

18. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

19. Neither CSS nor City shall have the right to assign this Agreement, or any rights or obligations hereunder without the written consent of the other party.

20. Neither CSS nor City shall be considered in breach or default of its obligations under this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without fault, or negligence, including, but not limited to, acts of God, forces majeure, acts of the public enemy, fires, floods, epidemics, quarantines restrictions, strikes, embargos, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays due to such causes. In the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of either CSS or City, shall be extended for the period of the forced delay as determined in good faith by City.

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

CLEANING SOLUTION SERVICES, INC.
By:

Print Name:
Title:

Print Name:
Title:

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CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

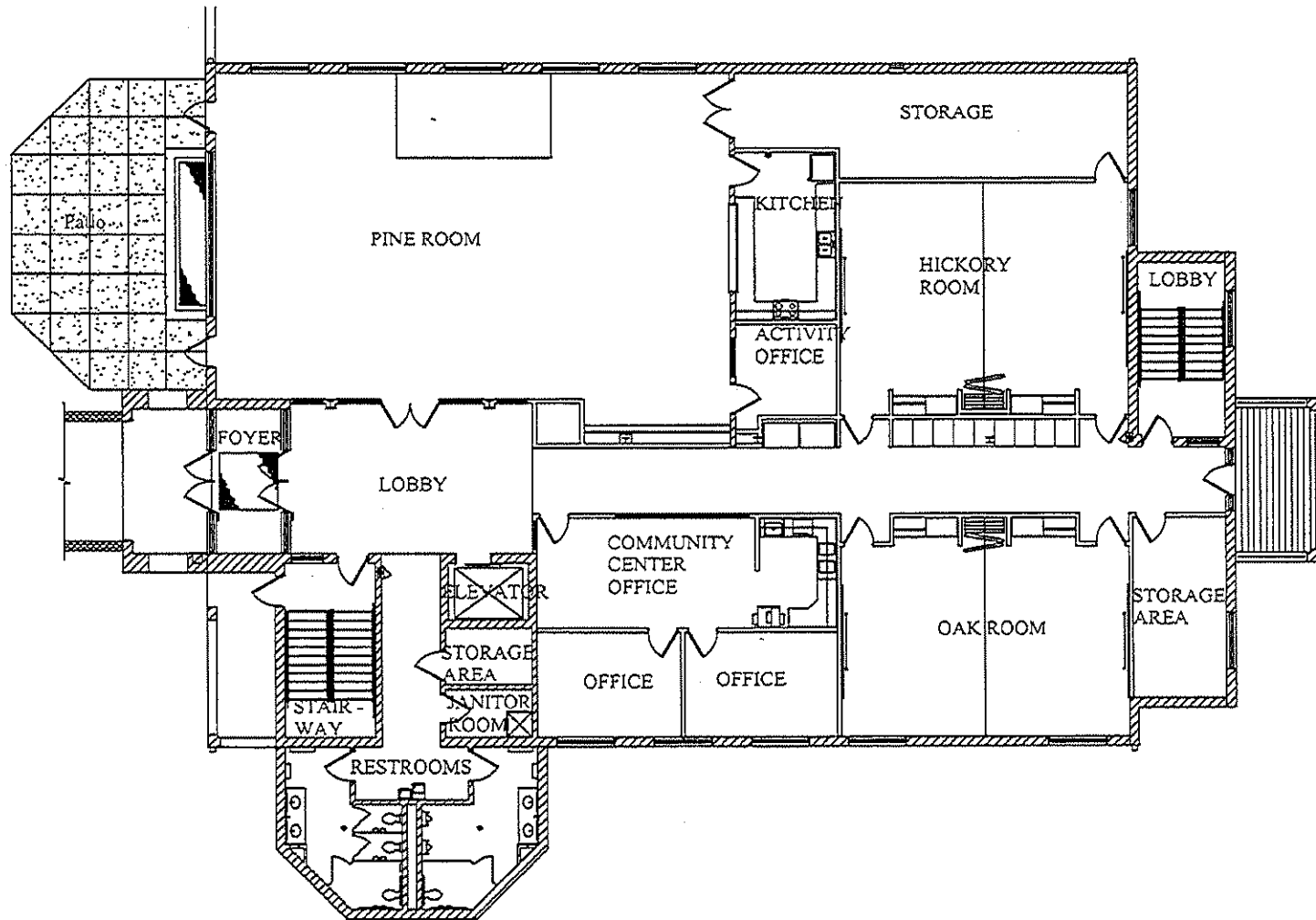
COMMUNITY CENTER

Location	Frequency	Task
Community Center – Upper Offices Pine Room Hickory Room Oak Room Community Center – Lower Offices Maple Room Spruce Room Lounge Area Health Room	4 Times per Week/Preferably early morning but later evening cleaning times possible.	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Dust and damp mop all hard flooring and spot clean spills. • Clean and sanitize tables, countertops and sinks. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time per Week	• Dust off work areas. • All telephones cleaned and sanitized. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and pianos. • Damp wipe with disinfectant – telephones shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe interior and exterior of all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc. and along all edges. • Sweep and mop stairwells and entrances (check daily during winter months). • Vacuum air vents and diffusers. • Sweep veranda. • Vacuum upholstered furniture, wipe down plastic and leather furniture. • Wipe down chair seats and arm rests.
	Monthly	• High dust and dust Venetian blinds. • Vacuum edges of all floor areas (carpet and • Clean all interior glass (or more if needed).
	1 Time per Quarter	• Polish all office furniture, desks, credenzas, shelves, etc.
Restrooms	4 Times per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean and sanitize all sinks, counter tops, plumbing fixtures and changing tables. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc...

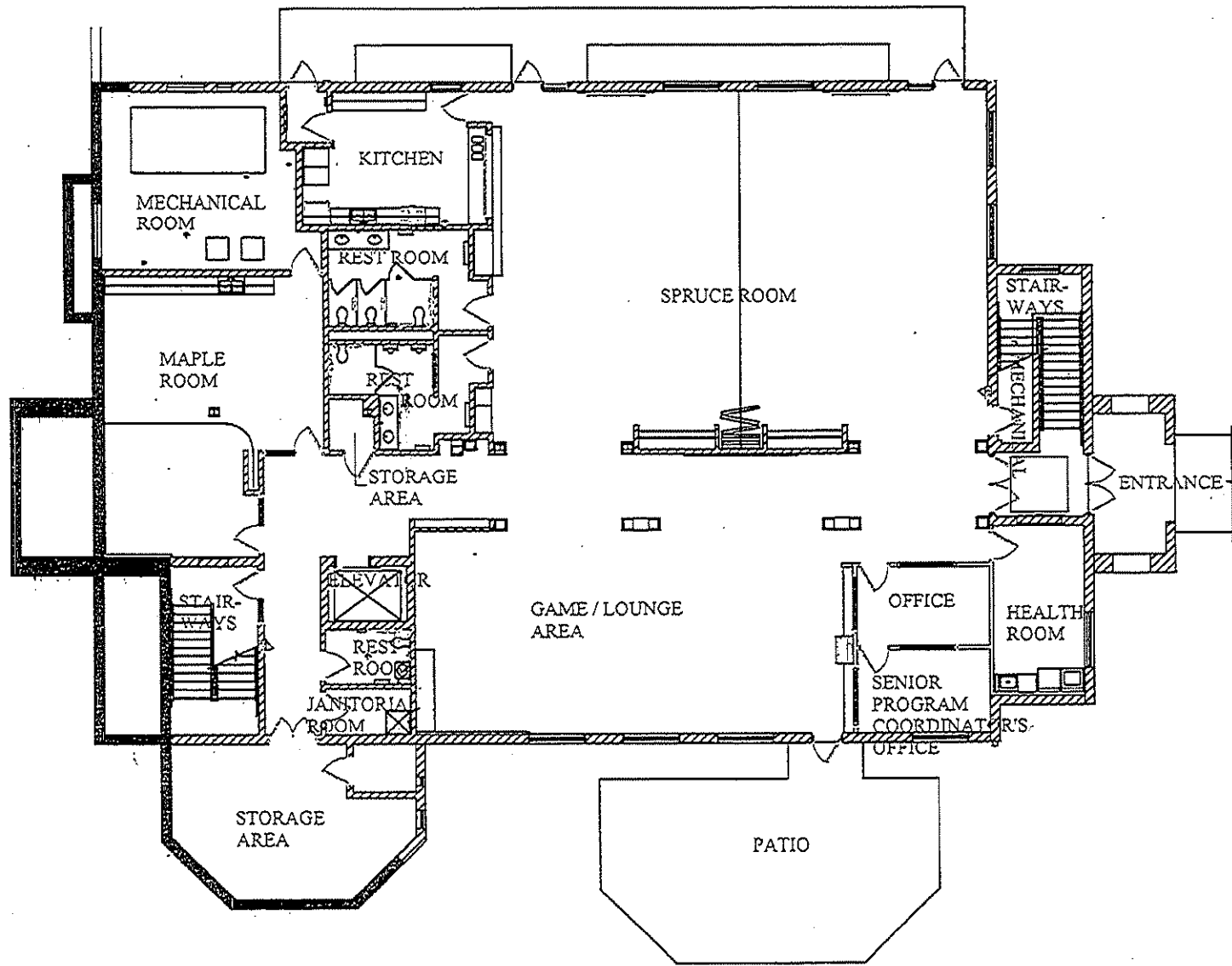
COMMUNITY CENTER

		- Dust and damp mop all tile floors with germicidal cleaner. - Spot clean tile walls and toilet partitions.
	1 Time per Week	- All restroom partitions washed and cleaned with a germicidal detergent. - Dust light fixtures, dispensers.
Kitchens	4 Times per Week	- Vacuum walk off mat - Clean and sanitize counter tops - Dust horizontal surfaces - Clean and sanitize sink area - Empty trash containers - Refill all paper and soap dispensers - Sweep and damp mop tile floor
	1 Time per Week	- Damp wipe outside of refrigerator, stove and dishwasher - Damp wipe inside/outside of microwave - Damp wipe outside of cabinets
Hallways Entryways Stairways	4 Times per Week	- Clean entry glass of fingerprints and smudges (clean all other interior glass monthly) - Dust and damp mop tile floors - Vacuum stairs; damp mop when need - Vacuum walk-off mats - Vacuum elevator, clean fingerprints and smudges - Clean and sanitize drinking fountains
	1 Time per Week	Dust sills, ledges, door frames
Floor Maintenance	Upon Request	- Scrub and recoat VCT Tile (3 time per year) - Strip and Refinish VCT Tile (1 time per year) - Scrub/Wash Grouted Lobby Tile and Restroom Ceramic Tile (2 times per year) - Clean Carpets (1 time/year) - Clean Upholstery (1 time/year)
Emergency Cleaning	Upon Request	Anything outside of the normal cleaning workday.

COMMUNITY CENTER FLOOR PLAN UPPER LEVEL



COMMUNITY CENTER FLOOR PLAN LOWER LEVEL



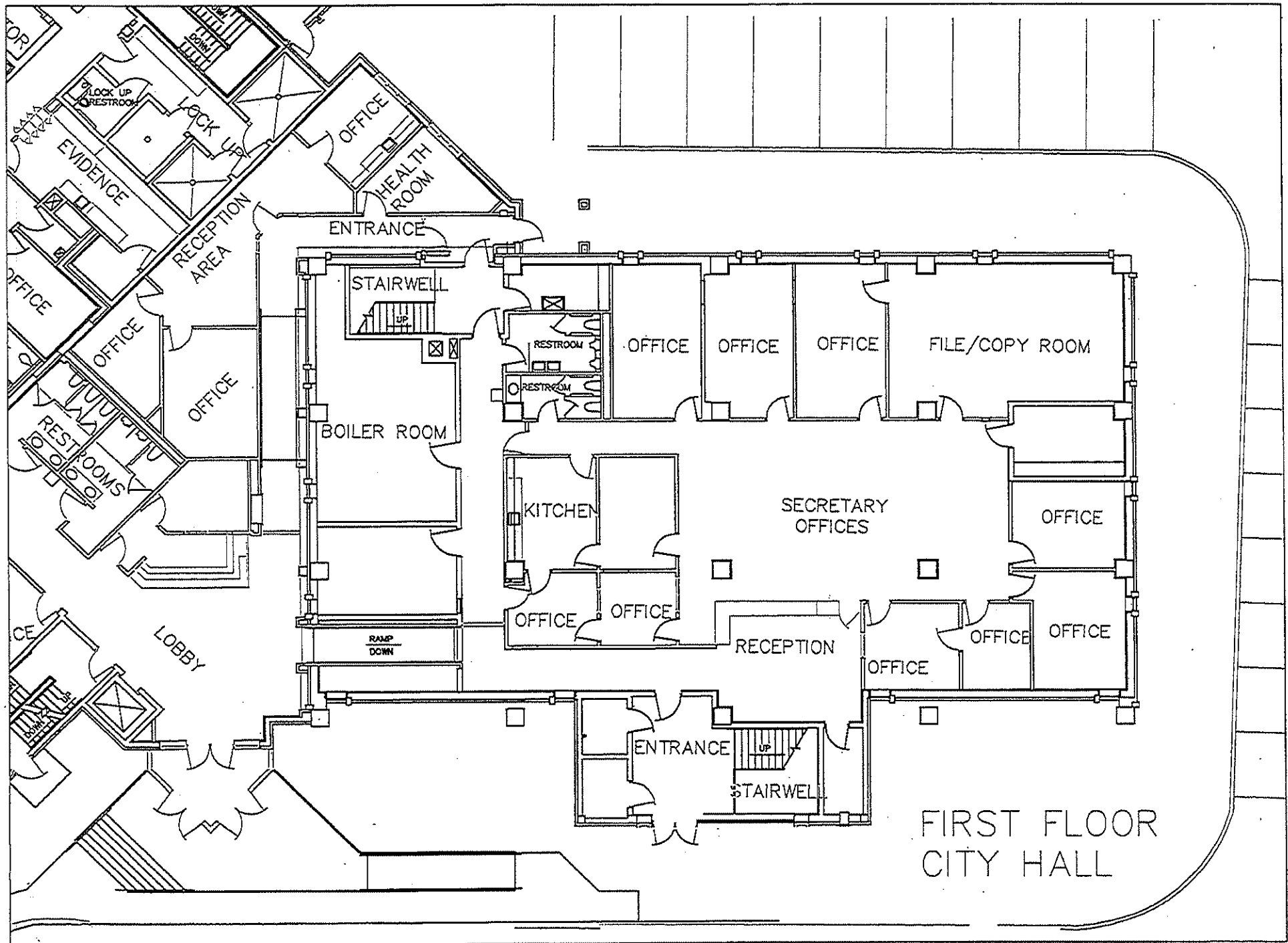
CITY HALL

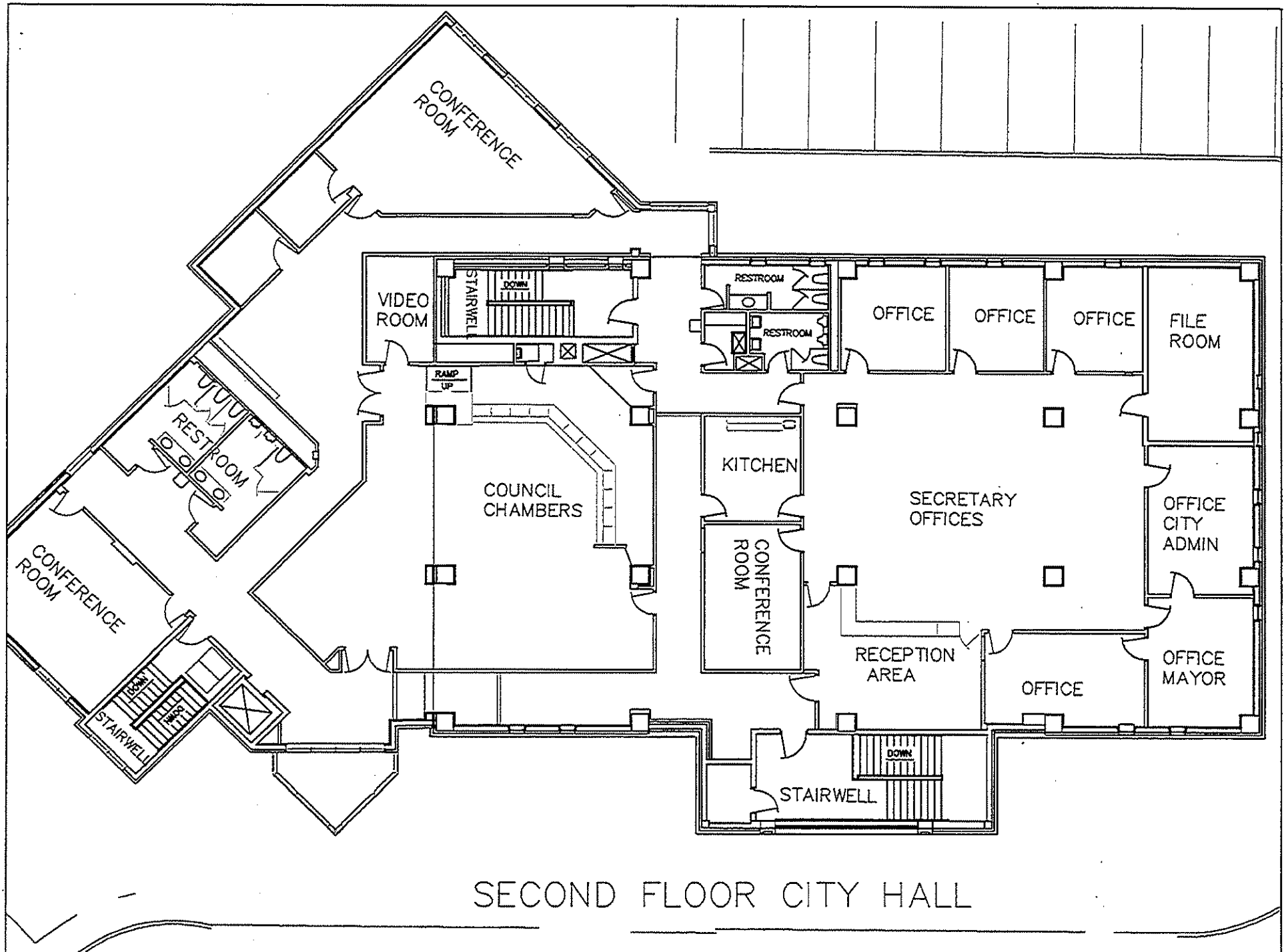
Location	Frequency	Task
City Hall – First Floor Health Dept Offices Health Dept Health Room Health Dept Reception Area Finance Dept Offices Finance Dept Reception Area Finance Dept Secretary Offices All Entrances Hallways Work Room City Hall - Second Floor Offices Secretary Offices All entrances Conference Rooms Council Chambers Stairwells Hallways	5 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures. • Damp wipe with disinfectant – telephones, shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust light, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust light fixtures. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
Kitchen	5 Times Per Week	• Clean and sanitize tables and counter tops. • Clean and sanitize the sink and coffee area. • Refill all paper and soap dispensers. • Sweep and damp mop tile flooring. • Empty and damp wipe trash containers. • Vacuum all carpets including carpet runners.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.

CITY HALL

Restrooms – 1 st Floor Restrooms – 2 nd Floor	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc. • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
General Office Area/ Windows and Glass Partitions	1 Time Per Month	• Inside Partition Glass
	Upon Request*	• Windows, Outside Glass • Windows, Inside Glass
Floor Maintenance	1 Time Per Week	• High Speed Burnish VCT Tile Floors VCT throughout City Hall (1st Floor and 2nd Floor)
	Upon Request*	• Steam clean carpets . • Scrub and recoat VCT. • Strip and refinish VCT.
Emergency Cleaning	Upon Request*	• Anything outside of the normal cleaning workday.
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed) • Lock front gate.

*Any item listed as Upon Request shall not be included in the Request for Proposal of the cleaning for City Hall.





POLICE DEPARTMENT

Location	Frequency	Task
Police Department Offices Lobby and Reception Area Stairwells Hallways Conference Rooms Interview Rooms Mail/Evidence Room Briefing Lunch Rooms	3 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners, return to original location. • Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc., which would need immediate attention. • Spot clean walls and properly position furniture in offices. • Dust corners and edges for cobwebs, including stairwells. • Sweep, mop, and vacuum basement area. • Sweep and mop stairwells. • Damp wipe and sanitize all counters, tables, in conference room, interview rooms, and common work areas.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, all flat surfaces and fixtures. • Damp wipe with disinfectant -- telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	Monthly	• Dust and damp wipe baseboards, kick plates and moldings. • Dust lights, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
	1 Time Per Quarter	• All office furniture, desks, credenzas, shelves, etc, polished.
	1 Time Per Week	• Wipe down chair seats and arm rests. • Damp wipe the inside and outside of microwave.

POLICE DEPARTMENT

Location	Frequency	Task
Restrooms Police Department Lobby Area	5 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners, return to original location. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• Clean front desk counter/reception area for scuffs and marks. • Sanitize the counter area and dust the workstation area, damp cleaning as necessary. • All restroom partitions washed and cleaned with a germicidal detergent.
Restrooms Police Department Office Area Lock-up Area Locker Rooms	3 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners, return to original location. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions. • Clean, mop and sanitize all showers, shower curtains, and floor drains.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Garages	3 Times Per Week	• Empty waste receptacles and change liners, return to original location.
Weight Room	1 Time Per Week	• Vacuum carpet area. • Empty waste receptacles and change liners, return to original location.
General Office Area Windows Glass Partitions	1 Time Per Quarter, March, June, September, December	• Windows, Outside Glass
	Upon Request	• Clean Windows, Inside Glass
	1 Time Per Month	• Clean Inside Partition Glass
Floor Maintenance	Upon Request	• Steam-clean carpets. • Strip and refinish VCT throughout lobby and department, back hall and landing..
	Upon Request	• Scrub and recoat VCT throughout lobby and department, back hall and landing.
Emergency Cleaning	Upon Request	• Emergency requests outside of the normal cleaning schedule.

POLICE DEPARTMENT

Location	Frequency	Task
Closing Instructions	3 Times Per Week	• Clean janitor closet. • Turn off designated lights. • Lock doors and windows. • Lock front gate.
Cleaning Supplies		• Janitorial Company will supply cleaning supplies. • Janitorial Company will supply paper products and to be reimbursed by the City.

SPECIAL REQUIREMENTS:

- Criminal Background Checks will be required of all contractors servicing the Police Department under this Service Agreement. Entry/Services will not be authorized without this being completed in advance. This includes back-up contractors, contractors of special services requiring access to the facility. If necessary and this cannot be accomplished in advance, all contractors providing service will be closely supervised and monitored by Police Business Manager.
- Routine services for the Police Department will be performed during normal business hours (Monday through Friday, 8:00 am to 4:30 pm) with the exception of the Police/City Hall Lobby. Police/City Hall lobby and restrooms can be serviced during non-business hours.
- For purposes of consistency, services not provided daily will be scheduled on a mutually agreeable day between contractor and Police Business Manager. (1 time per week; 1 time per month; 1 time per quarter)
- Daily Log Checklist is required to be completed and certified on a daily basis when services are performed.
- Additional service requests (Emergency cleaning, floor maintenance for carpet cleaning and stripping/coating/sealing VCT) will be scheduled with the Police Business Manager and times/hours may vary depending on the need and availability of both Contractor and Manager.
- Contractor will perform services, to the best of their ability, without interfering with the normal business of the police department personnel and operations. Under certain circumstances, contractors may be denied access to areas based on the current business activities in the department. Generally, restricted areas will be communicated to contractors upon entry/arrival to the department by the Police Business Manager.
- Contractor employees will be uniformed and clearly identified by id and/or apparel appropriate to services being provided.
- Any issues identified or concerns regarding services being provided will be communicated directly to the Police Business Manager.

PROBATION AND PAROLE

Location	Frequency	Task
Probation Office	3 Times Per Week	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Dust and clean door and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners, return to original locations. Dispose of recycle and waste in designated area in the building. • Clean and sanitize all drinking fountains. • Spot check work areas for spills, etc. • Spot clean walls and properly position furniture in offices • Sweep and mop stairwells.
	1 Time Per Week	• Dust off work areas. • Dust file cabinets, windowsills, ledges, stands, tables, all flat surfaces and fixtures. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep, mop, and vacuum basement area. • Sweep and mop stairwells. • Vacuum upholstered furniture, wipe down plastic and leather furniture.
	1 Time Per Month	• Dust and damp wipe baseboards, kick plates and moldings. • Dust light, light fixtures and ceiling vents. (to exclude fluorescent recessed lighting) • Dust all blinds. • All chrome chairs and table legs cleaned and polished. • Dust and damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting. • Dust all pictures frames. • Vacuum air vents, diffusers and ceiling vents. • Dust partition ledges and wipe partition walls from fingerprints and smudges. • Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents.
	1 Time Per Quarter, March, June, September, December	• All office furniture, desks, credenzas, shelves, etc, polished.
General Office Area Windows and Glass Partitions	Upon Request	• Windows, Inside Glass
	1 Time Per Month	• Inside Partition Glass

PROBATION AND PAROLE

Location	Frequency	Task
Restrooms	3 Times Per Week	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners, return to original location. • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Sweep and damp mop all tile floors with germicidal cleaner. • Spot clean tile walls and toilet partitions.
	1 Time Per Week	• All restroom partitions washed and cleaned with a germicidal detergent.
Floor Maintenance	Upon Request	• Strip and refinish VCT.
	Upon Request	• Scrub and recoat VCT.
Emergency Cleaning	Upon Request	• Emergency services outside of the normal cleaning schedule.
Closing Instructions	3 Times Per Week	• Turn off designated lights. (as instructed) • Lock doors and windows. (as instructed)
Cleaning Supplies		• Janitorial Company will supply cleaning supplies. • Janitorial Company will supply paper products and to be reimbursed by the City.

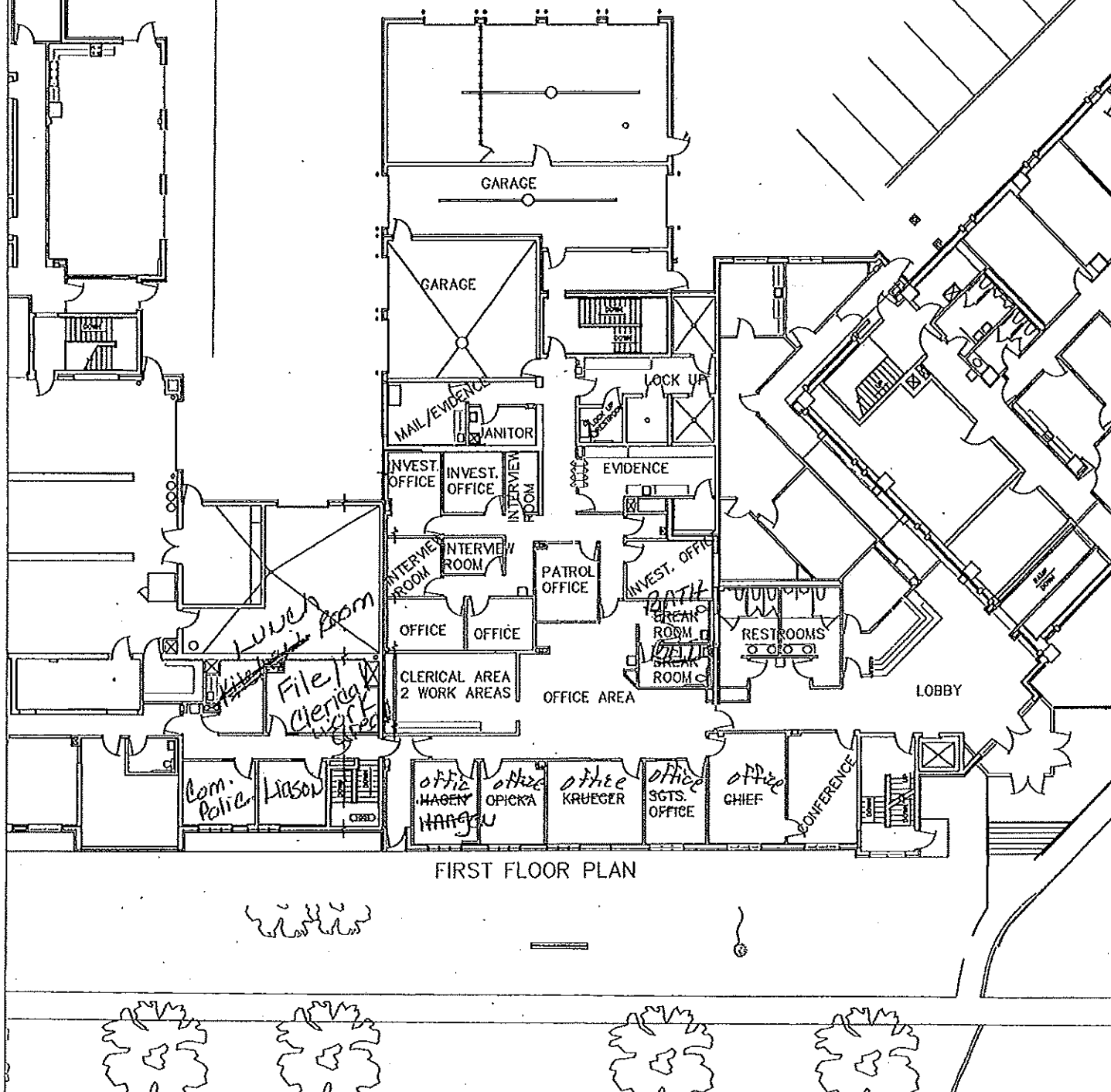
SPECIAL REQUIREMENTS:

- Criminal Background Checks will be required of all contractors servicing the Probation and Parole Department under this Service Agreement. Entry/Services will not be authorized without this being completed in advance. This includes back-up contractors, contractors of special services requiring access to the facility. If necessary and this cannot be accomplished in advance, all contractors providing service will be closely supervised and monitored by Police Business Manager.
- Routine scheduled services for the Probation and Parole Department will be performed during normal business hours.
- For purposes of consistency, services not provided daily will be scheduled on a mutually agreeable day between contractor and Police Business Manager. (1 time per week; 1 time per month; 1 time per quarter)
- Daily Log Checklist is required to be completed and certified on a daily basis when services are performed. If a contractor is denied access to a specific area, this will be noted on the log.
- Additional service requests (Emergency cleaning, floor maintenance for carpet cleaning and stripping/coating/sealing VCT) will be scheduled with the Police Business Manager and times/hours may vary depending on the need and availability of both Contractor and Manager.
- Contractor will perform services, to the best of their ability, without interfering with the normal business of the department personnel and operations.
- Contractor employees will be uniformed and clearly identified by id and/or apparel appropriate to services being provided.

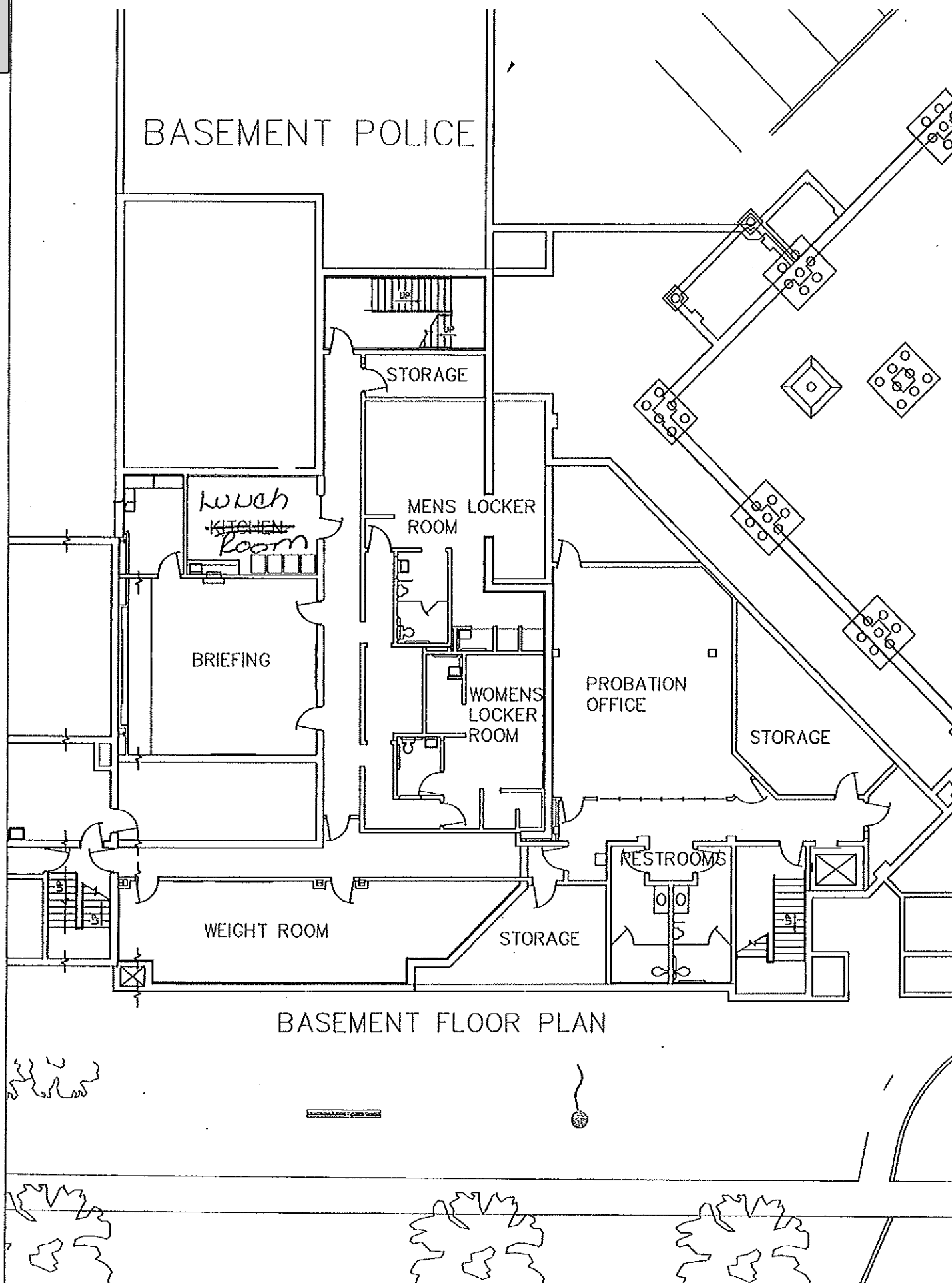
12.b

R PLANS

FIRST FLOOR POLICE



FIRST FLOOR PLAN



BASEMENT FLOOR PLAN

Cleaning Solution Services Inc.

Service Agreement

Effective Date: March 1, 2014 Term: 1 year Date: February 19, 2014
Customer: Community

Work Site

Name: Community Center
Address: 600 Grant Street
City: De Pere State: WI Zip: 54115
Contact: Marty Kosobucki
Phone: 920-339-8358 Fax: _____

Bill To

Name: City of De Pere
Address: 925 South Sixth Street
City: De Pere State: WI Zip: 54115
Contact: Marty Kosobucki
Phone: 920-339-8358 Fax: _____

Service Schedule: ☐ S ☒ M ☐ T ☒ W ☒ R ☒ F ☐ S
May Vary

Frequency: 4 Times per week

Janitorial Services

Monthly Janitorial Service (4 times a week) \$ 1732.00

Floor Care Services

Floor cares services are included in monthly janitorial services amount.

Carpet Extraction (hot water extraction, pile lift, and bonnet) 1 time per year
Scrub and refinish VCT 3 times per year
Strip and refinish VCT 1 time per year
Pressure wash grouted tile lobby and restrooms (5) 2 times per year

Emergency Cleaning \$30.00 per hour

* Monthly meeting/walkthrough with facility representative

Exhibit D

Signature Approval, Terms and Conditions for this Service Agreement are listed on additional pages.

Cleaning Solution Services Inc.

Service Agreement

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM: Customer grants to contractor the exclusive right to service all of customer's janitorial needs as warranted below for an initial term previously listed on the reverse side, from the effective service date. The term of this Agreement shall be as follows, One year contract with two year option, with an automatic renewal for a like period unless either party gives notice in writing sixty (60) days in advance of the expiration date. This Agreement may be cancelled for cause upon thirty (30) days notice in writing to the other party of its intent to cancel. Said notice shall explain in sufficient detail the defect or default upon which the cancellation is based. The defaulting party shall have ten (10) business days from the date of receipt of notice within which to cure said defects or defaults. If said defects or defaults are not cured within the ten (10) business day period allowed, then the cancellation shall remain effective. If, however, the defects or defaults are cured, this Agreement shall remain in full force and effect. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Contractor shall be entitled, if it so elects, to receive from customer liquidated damages equal to *two (2)* months fees under this agreement.

CHANGES AND COST INCREASES may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in Consumer Price Index. Those changes in the Schedule of Charges requiring Customer approval, and changes to the frequency of janitorial services.

NON-HIRING OF CONTRACTORS PERSONNEL. The Customer recognizing the employees of the Contractor are a valuable asset and represent a sizeable investment in training, agrees not to hire any of the Contractor's employees for the purpose of performing janitorial or similar duties or services during the terms of this agreement.

RESPONSIBILITY FOR EQUIPMENT: The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear for loss or damage resulting from Contractor's handling of the equipment. Customer shall not move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss or damage to property arising out of operation or possession of the equipment. On service day, Customer shall provide unobstructed access to the equipment.

CHARGES AND PAYMENT. Customer shall pay contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations for services performed hereunder. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SUCCESSORS. This Agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. The representations, warranties, and indemnifications contained herein shall survive the termination of the Agreement.

Customer Print: _____ Customer Signature: _____ Date: _____

CSS Representative Print: _____ CSS Representative Signature: _____ Date: _____

Cleaning Solution Services Inc.

Service Agreement

Date: February 19, 2014Effective Date: March 1, 2014 Term: 1 yearCustomer: City Hall

Work Site

Name: City HallAddress: 335 South BroadwayCity: De Pere State: WI Zip: 54115Contact: Marty KosobuckiPhone: 920-339-8358 Fax: _____

Bill To

Name: City of De PereAddress: 925 South Sixth StreetCity: De Pere State: WI Zip: 54115Contact: Marty KosobuckiPhone: 920-339-8358 Fax: _____

Service Schedule:

☐ S ☒ M ☒ T ☒ W ☒ R ☒ F ☐ S

May Vary

Frequency: 5 Times per week

Janitorial Services

Monthly Janitorial Service (5 times a week) \$ 1375.00

Floor Care Services

Floor cares services are provided upon request

Carpet Extraction (hot water extraction, pile lift, and bonnet) 22¢ sq ft

Scrub and refinish VCT 30¢ sq ft

Strip and refinish VCT 39¢ sq ft

Emergency Cleaning \$30.00 per hour

* Monthly meeting/walkthrough with facility representative

Exhibit E

Signature Approval, Terms and Conditions for this Service Agreement are listed on additional pages.

Cleaning Solution Services Inc.

Service Agreement

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM: Customer grants to contractor the exclusive right to service all of customer's janitorial needs as warranted below for an initial term previously listed on the reverse side, from the effective service date. The term of this Agreement shall be as follows, One year contract with two year option, with an automatic renewal for a like period unless either party gives notice in writing sixty (60) days in advance of the expiration date. This Agreement may be cancelled for cause upon thirty (30) days notice in writing to the other party of its intent to cancel. Said notice shall explain in sufficient detail the defect or default upon which the cancellation is based. The defaulting party shall have ten (10) business days from the date of receipt of notice within which to cure said defects or defaults. If said defects or defaults are not cured within the ten (10) business day period allowed, then the cancellation shall remain effective. If, however, the defects or defaults are cured, this Agreement shall remain in full force and effect. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Contractor shall be entitled, if it so elects, to receive from customer liquidated damages equal to two (2) months fees under this agreement.

CHANGES AND COST INCREASES may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in Consumer Price Index. Those changes in the Schedule of Charges requiring Customer approval, and changes to the frequency of janitorial services.

NON-HIRING OF CONTRACTORS PERSONNEL. The Customer recognizing the employees of the Contractor are a valuable asset and represent a sizeable investment in training, agrees not to hire any of the Contractor's employees for the purpose of performing janitorial or similar duties or services during the terms of this agreement.

RESPONSIBILITY FOR EQUIPMENT: The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear for loss or damage resulting from Contractor's handling of the equipment. Customer shall not move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss or damage to property arising out of operation or possession of the equipment. On service day, Customer shall provide unobstructed access to the equipment.

CHARGES AND PAYMENT. Customer shall pay contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations for services performed hereunder. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SUCCESSORS. This Agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. The representations, warranties, and indemnifications contained herein shall survive the termination of the Agreement.

Customer Print: _____ Customer Signature: _____ Date: _____

CSS Representative Print: _____ CSS Representative Signature: _____ Date: _____

This is a legally binding contract where the contractor agrees to provide the customer with the agreed upon services listed below, subject to the terms and conditions specified on the all pages.

Cleaning Solution Services Inc.

Service Agreement

Effective Date: March 1, 2014 Term: 1 year Date: February 19, 2014
Customer: Pol/Prob

Work Site

Name: Police Department/Probation Office
Address: 335 South Broadway
City: De Pere State: WI Zip: 54115
Contact: Marty Kosobucki
Phone: 920-339-8358 Fax: _____

Bill To

Name: City of De Pere
Address: 925 South Sixth Street
City: De Pere State: WI Zip: 54115
Contact: Marty Kosobucki
Phone: 920-339-8358 Fax: _____

Service Schedule:

☐ S ☒ M ☐ T ☒ W ☐ R ☒ F ☐ S
May Vary

Frequency: 3 Times per week

Janitorial Services

Monthly Janitorial Service (3 times a week) \$ 1265.00

Floor Care Services

Floor cares services are provided upon request

Carpet Extraction (hot water extraction, pile lift, and bonnet) 22¢ sq ft
Scrub and refinish VCT 30¢ sq ft
Strip and refinish VCT 39¢ sq ft

Emergency Cleaning \$30.00 per hour

* Monthly meeting/walkthrough with facility representative

* Check sheet at police department

Exhibit F

Signature Approval, Terms and Conditions for this Service Agreement are listed on additional pages.

Cleaning Solution Services Inc.

Service Agreement

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM: Customer grants to contractor the exclusive right to service all of customer's janitorial needs as warranted below for an initial term previously listed on the reverse side, from the effective service date. The term of this Agreement shall be as follows, One year contract with two year option, with an automatic renewal for a like period unless either party gives notice in writing sixty (60) days in advance of the expiration date. This Agreement may be cancelled for cause upon thirty (30) days notice in writing to the other party of its intent to cancel. Said notice shall explain in sufficient detail the defect or default upon which the cancellation is based. The defaulting party shall have ten (10) business days from the date of receipt of notice within which to cure said defects or defaults. If said defects or defaults are not cured within the ten (10) business day period allowed, then the cancellation shall remain effective. If, however, the defects or defaults are cured, this Agreement shall remain in full force and effect. In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Contractor shall be entitled, if it so elects, to receive from customer liquidated damages equal to ~~two~~ (2) months fees under this agreement.

CHANGES AND COST INCREASES may also be adjusted from time to time to reflect increases in the Consumer Price Index. Subject to Customer's approval, the Schedule of Charges may be adjusted for reasons other than increases in Consumer Price Index. Those changes in the Schedule of Charges requiring Customer approval, and changes to the frequency of janitorial services.

NON-HIRING OF CONTRACTORS PERSONNEL. The Customer recognizing the employees of the Contractor are a valuable asset and represent a sizeable investment in training, agrees not to hire any of the Contractor's employees for the purpose of performing janitorial or similar duties or services during the terms of this agreement.

RESPONSIBILITY FOR EQUIPMENT: The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear for loss or damage resulting from Contractor's handling of the equipment. Customer shall not move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss or damage to property arising out of operation or possession of the equipment. On service day, Customer shall provide unobstructed access to the equipment.

CHARGES AND PAYMENT. Customer shall pay contractor for its services in accordance with the Schedule of Charges shown on the face of this Agreement. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations for services performed hereunder. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

ATTORNEY'S FEES. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SUCCESSORS. This Agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. The representations, warranties, and indemnifications contained herein shall survive the termination of the Agreement.

Customer Print: _____ Customer Signature: _____ Date: _____

This is a legally binding contract where the contractor agrees to provide the customer with the agreed upon services listed below, subject to the terms and conditions specified on the all pages.



Memorandum

To: Cleaning Contractor

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

Re: Request for Quote (Cleaning Service)

Date: December

The City of De Pere, Wisconsin (City) is issuing this Request for Quotes for the purpose of providing full cleaning services for City of De Pere buildings. The City is looking to award a three year contract with the ability for two additional years.

Proposals must be submitted at the Municipal Service Center, 925 S. Sixth Street, De Pere, WI 54115 by 2:00 P.M., January 13, 2014.

Bidding Instructions:

- Contractor shall fill all information on bid sheet and submit.
- The City will provide a walkthrough of each facility, based on the following schedule:
 - Municipal Service Center, January 7 at 9 am, 925 S. Sixth Street
 - Community Center, January 7 at 11 am, 600 Grant Street
 - City Hall/Police, January 7 at 1:30 pm, 335 S. Broadway (meet in lobby)
- Please read each facility description and notes carefully. Each facility has different criteria and needs, as outlined in the facility notes.
- A map of each facility has been provided for your information.
- Any incomplete or late bid shall be rejected.

Contractor Responsibilities

- The successful contractor will provide a Certificate of Insurance before any work may begin (minimum of \$1 million General Liability).
- The successful contractor shall provide all the cleaning supplies and equipment necessary to complete each buildings list of requirements.
- The successful contractor shall provide each building with a logbook for City staff to communicate concerns or special needs with the cleaning staff. The logbook shall be referenced daily by the cleaning staff.

City Information

- The City shall provide all hand soap and paper product supplies for each building.
- The City reserves the right to reject or deny any proposal that is felt to not be in the best interest of the City.
- The City will pay on a monthly basis.
- The City reserves the right to accept all or parts of the bid based on each building.

**Request for Quotes
City of De Pere cleaning services**

CONTACT INFORMATION:

Contractor Name	
Contractor Address	
Contractor Phone Number	
Contact Name	
Phone Numbers (Work/Cell)	
E-mail	

REFERENCES:

List a minimum of three references that your business has cleaned for a minimum of 2 years and is not the City of De Pere.

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

**Request for Quotes
City of De Pere cleaning services**

SCHEDULE OF PRICES:

2014

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

2015

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

2016

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2017 _____ % increase from 2016 fees
 2018 _____ % increase from 2017 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

Cleaning Services Summary

The City requested bids for cleaning of the Municipal Service Center, City Hall, Community Center, Police Station, and Parole Offices. A walk through was conducted on January 7 for interested companies. We received three bids to clean the Municipal Service Center and two bids for the rest of the buildings. A summary of the fees are listed below.

Municipal Service Center

Company	2014	2015	2016
Cleaning Services Solutions	\$1250	\$1270	\$1290
Pro-One Janitorial	\$979	\$1014	\$1044.42
Renew Cleaning and Services	\$890	\$900	\$910

City Hall

Company	2014	2015	2016
Cleaning Services Solutions	\$1375	\$1396	\$1417
Pro-One Janitorial	\$1379	\$1379	\$1420.37

Community Center

Company	2014	2015	2016
Cleaning Services Solutions	\$1732	\$1732	\$1783.96
Pro-One Janitorial	\$1732	\$1732	\$1783.96

Police/Parole

Company	2014	2015	2016
Cleaning Services Solutions	\$1067/\$198	\$1084/\$201	\$1100/\$204
Pro-One Janitorial	\$1120/\$290	\$1120/\$290	\$1153.60/\$298.70

Proposed Percent Increase in years 2017-2018

Company	2017	2018
Cleaning Services Solutions	1.5%	1.5%
Pro-One Janitorial	0%	3%
Renew Cleaning and Services		

Below is a summary of the totals compared for 2014.

2014

Company	MSC	City Hall	Community Center	Police/Parole	Total
CSS	\$1250	\$1375	\$1325	\$1265	\$5215
Pro One	\$1014	\$1379	\$1732	\$1120/\$290	\$5535
Renew	\$890	NA	NA	NA	NA

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Marty Kosobucki

SUBJECT: Resolution #14-25, Authorizing Agreement for Cleaning Services
(Pro One - Municipal Services Center).

ATTACHMENTS:

- Reso14-25, Authorizing Agreement For Cleaning Services (Pro One - Municipal Service Center). (DOCX)
- Pro One Janitorial Agreement w.Exhibits (PDF)
- RFP 2014 MK(DOC)
- Cleaning Services Summary (DOCX)

RESOLUTION #14-25

AUTHORIZING AGREEMENT FOR CLEANING SERVICES
(Pro One – Municipal Service Center)

WHEREAS, Pro One Janitorial, Inc. is a commercial and institutional contract cleaning company with local franchise operators who are willing and capable of performing cleaning services at the City's Municipal Service Center; and

WHEREAS, City wishes to contract with Pro One Janitorial, Inc. for such services and Pro One Janitorial, Inc. desires to perform those services in accordance with the terms and conditions of the Agreement for Cleaning Services attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and 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 Cleaning Services (Pro One- Municipal Service Center) as is attached hereto (Exhibit 1); subject to such technical 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 18th day of March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CLEANING SERVICES
(Pro One – Municipal Service Center)**

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between the City of De Pere (“City”) and Pro One Janitorial, Inc., a Wisconsin corporation (“Pro One”).

WHEREAS, Pro One is a commercial and institutional contract cleaning company with local franchise operators who are willing and capable of performing cleaning services at the City’s Municipal Service Center; and

WHEREAS, City wishes to contract with Pro One for such services and Pro One desires to perform those services as more fully set forth below.

NOW, THEREFORE, upon the mutual covenants contained herein, together with such other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract period shall commence as of April 1, 2014 and shall end March 31, 2017. Unless notice of termination or nonrenewal is given by one party to the other at least 60 days before the end of the contract period, this Agreement shall automatically renew for additional one year (April – March) contract periods.
2. Pro One shall assign a franchise owner to perform such cleaning services as described in Exhibit A. In case of conflict between the provisions of Exhibit A and this Agreement, the terms and conditions of this Agreement shall prevail.
3. Pro One is an independent contractor of City and shall not, at any time, directly or indirectly, act as an agent, or employee of City, nor shall Pro One or its franchise owner make any commitment or incur any liability of behalf of the City of De Pere.

4. All personnel utilized in the services performed under this agreement shall be employees or franchise owners of Pro One. The City shall not be considered an employer of any such personnel for any reason whatsoever. The City shall not hire any Pro One employee to perform janitorial or similar services during any of the terms of this Agreement and for 180 days thereafter.

5. Pro One shall maintain and carry general liability insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. Such policy shall contain a provision requiring the insurer to notify City of cancellation or termination and coverage at least 10 days prior to the effective date of the same. Further, Pro One agrees to and does indemnify and hold harmless the City of De Pere, its agents, employees, officials, and officers, from any and all liability, loss, damages, demands, suits, and/or judgments arising out of this Agreement. This indemnification shall include, but is not limited to, attorney fees, costs, or expenses incurred by the City in defense of any demands, suits, or judgments arising from actions arising as a direct and proximate result of the services provided under this Agreement.

6. Pro One shall provide City with a certificate or certificates of insurance indicating all types of insurance policies required hereunder and naming the City of De Pere as an additional insured thereunder for purposes of this Agreement on the general liability policy issued to Pro One.

7. Pro One shall provide all safety measures and equipment necessary for personnel utilized to perform cleaning services, and shall assume all risks incurred in performing services hereunder.

8. Pro One shall furnish all supplies, materials and equipment necessary for its performance hereunder without additional cost to City. City shall designate an area in the Municipal Service Center where Pro One may store its cleaning supplies and equipment. Said supplies and equipment shall remain the property of Pro One and City shall have no interest in such equipment. Pro One shall also provide a log book for City staff to communicate concerns or special needs with Pro One personnel. Pro One staff shall reference the log book each day it provides service.

9. Pro One shall provide only competent, qualified, careful, and efficient personnel who, subject to Wis. Stats. §111.335, do not have misdemeanor or felony conviction(s), the circumstances of which substantially relate to the cleaning services to be provided hereunder and whose work ethic and practices shall conform with the best and highest applicable standards of the industry. Further, Pro One shall, upon request of City, remove from service under this Agreement, any of its personnel who, in the sole opinion of the City, have engaged in improper conduct or are not otherwise qualified to perform the work assigned to them.

10. Pro One shall provide direct corporate supervision of its franchise owner through a designated representative, who will be available at all reasonable times to report and confer with the City and its agents with respect to the services rendered hereunder.

11. For the first two (2) years of this Agreement (April 1, 2014 – March 31, 2016), City shall pay Pro One the service charges as listed on the Pro One rate sheet attached as Exhibit B. For the last year of this Agreement (April 1, 2016 – March 31, 2017), City shall pay Pro One the service charges listed in Exhibit B increased by 3% (Exhibit B x 1.03). Should the Agreement continue on a year by year basis after March 31, 2017, the service rate shall be as

mutually agreed, in writing, between the City and Pro One. This Agreement shall supersede any other term or condition in Exhibit B that conflict with this Agreement.

12. Pro One shall invoice City monthly for the services provided hereunder in accordance with the pay schedule provided in Exhibit B. Payment by City shall be made within 30 days of invoice.

13. If either party is in default of their obligations under this Agreement, the other party may provide written notice of default. If the default is not cured or resolved within 30 days of the written notice, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party. The termination shall be effective 15 days after the notice of termination date.

14. Written notice permitted or required hereunder shall be provided via certified mail addressed as follows:

To City:

City Administrator
City of De Pere, City Hall
335 South Broadway Street
De Pere, WI 54115

To Pro One Janitorial:

Pro One Janitorial, Inc.
c/o contact name needed
1101 Ashwaubenon Street
Green Bay, WI 54304

15. Pro One acknowledges that it is a consultant to the City and that, as such, Wis. Stats. §19.36(3) applies to records produced pursuant to this Agreement. Specifically, Pro One acknowledges that records produced pursuant to this Agreement are subject to the public records law to the extent they would otherwise be if maintained by the City. Pro One agrees that, within

10 business days of a written request from City, it shall forward to City any records held by Pro One that are responsive to the request. Such records shall be in the format requested by City provided that the records are kept and maintained in that format. Pro One further agrees to indemnify the City from all costs City incurs should Pro One fail to comply with these requirements.

16. This Agreement, together with its attachment, is the entire Agreement between the parties. Any revisions hereto, shall be in writing, signed by both parties.

17. In the event of breach of this Agreement, the breaching party agrees to pay all reasonable attorney fees, collection fees and associated costs attributable to enforcing this Agreement.

18. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

19. Neither Pro One nor City shall have the right to assign this Agreement, or any rights or obligations hereunder without the written consent of the other party.

20. Neither Pro One nor City shall be considered in breach or default of its obligations under this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without fault, or negligence, including, but not limited to, acts of God, forces majeure, acts of the public enemy, fires, floods, epidemics, quarantines restrictions, strikes, embargos, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays due to such causes. In the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of either Pro One or City, shall be extended for the period of the forced delay as determined in good faith by City.

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

PRO ONE JANITORIAL, INC.
By:

CITY OF DE PERE
By:

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Pro One Janitorial (MSC) 2-14-106-001-02.docx

Attachment: Pro One Janitorial Agreement w.Exhibits (1931 : Resolution #14-25, Authorizing Agreement for Cleaning (Pro One))

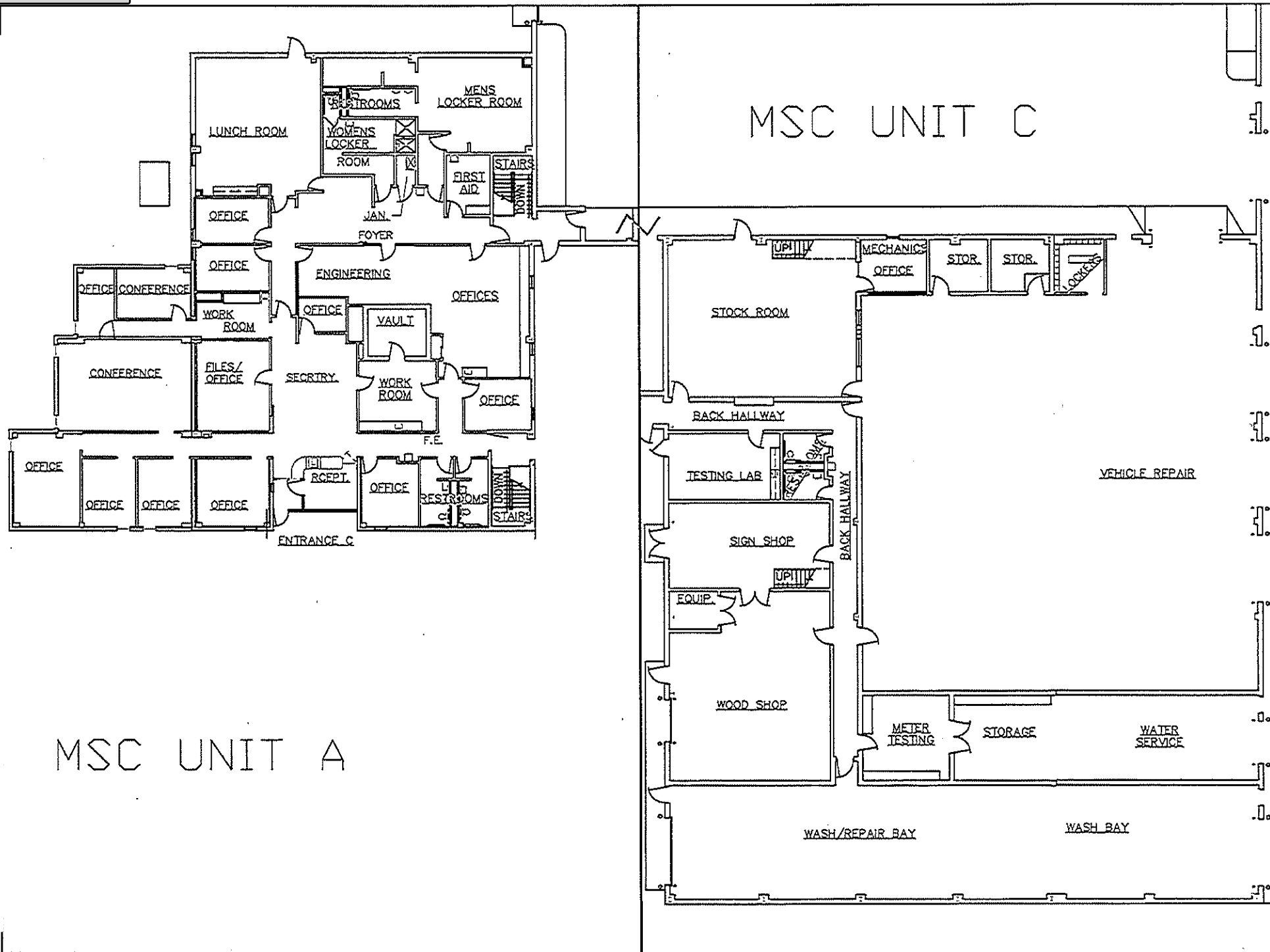
MUNICIPAL SERVICE CENTER

Location	Frequency	Task
Unit A Offices Secretary Offices Conference Rooms Engineering Offices Reception Area Work Room Foyer Entrances Stairwells First Aid Station	Daily	• Clean entry glass. • Vacuum traffic lanes, open areas of carpeting and walk-off mats. • Check carpet daily for spots and remove if possible. • Sweep and damp mop all hard flooring and spot clean spills. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows. • Clean entrance doors and partition glass of smudges and fingerprints. • Empty all recycling and waste receptacles, change liners as needed. • Wipe down conference room tables and straighten chairs. • Clean and sanitize all drinking fountains. • Shut off light and secure building.
	Weekly	• Dust and wipe off desk work areas. The day shall be designated by the staff and all work areas shall be cleared off if staff would like work area cleaned. • Damp mop all hard flooring with neutral cleaner or disinfectant. • Dust file cabinets, windowsills, ledges, stands, tables, and all flat surfaces. • Damp wipe with disinfectant – telephones and shared door knobs and hand rails. • Dust all computer monitors and screens, damp wipe all marker boards. • Damp wipe all wastebaskets as needed. • Vacuum entire carpeted areas, under desks, tables, etc... • Spot clean interior office door glass. • Dust corners and edges for cobwebs. • Sweep and mop stairwells.
	Monthly	• Dust and damp wipe baseboards and moldings • Dust or vacuum ceiling vents. • Vacuum upholstered furniture and perimeters • Dust mini blinds • Buff tile flooring • Spot clean upholstered chairs.
Unit C Mechanics Office	1 Time Per Week	• Dust and wipe down desk work areas. Work area shall be cleared off by staff. • Empty all recycling and waste receptacles, change liners as needed. • Damp mop all hard flooring with neutral cleaner or disinfectant. • Damp mop all hard flooring with neutral cleaner or disinfectant.

Exhibit A

Unit A Restrooms Locker Room	Daily	• Clean and sanitize urinals and toilets inside and out. • Empty all recycling and waste receptacles, change liners as needed. • Clean and refill all dispensers, toweling, hand soap, toilet paper, etc... • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops, and plumbing fixtures with germicidal cleaner. • Sweep and damp mop all tile floors with germicidal cleaner.
	Monthly	• High and low dusting. • Vacuum air vents and diffusers. • Dust light fixtures. • Damp wipe baseboards and kick plates. • Dust partition ledges and wipe partition walls from fingerprints and smudges.
Unit A Lunch Room Work Room	Daily	• Clean all sinks, counter tops with germicidal cleaner. • Wipe down all table tops. • Spot clean as needed, behind wastebaskets, etc... • Damp wipe inside and outside microwave. • Empty all recycling and waste receptacles, change liners, etc... • Dust and damp mop all tile floors with germicidal cleaner.
	Monthly	• Wipe down the outside of the refrigerator. • Dust corners, ledges, picture frames, baseboards, and woodwork. • High and low dusting. • Vacuum air vents and diffusers.
Unit C Hallways	3x/week	• Sweep and mop all VCT flooring. • Spot clean smudges and fingerprints on doors, frames, wall, switch plates, interior windows.
	Monthly	• Dust or damp wipe baseboards and moldings. • Dust or vacuum ceiling vents. • Vacuum upholstered furniture and perimeters.
Unit C Restrooms	3x/week	• Clean and sanitize urinals and toilets inside and out. • Empty all waste receptacles, change liners. • Clean and refill all dispensers, toweling, hand soap and toilet paper, etc... • Clean and polish all mirrors and bright work. • Clean all sinks, counter tops and plumbing fixtures with germicidal cleaner. • Sweep and damp mop all tile floors with germicidal cleaner.
	Monthly	• High and low dusting. • Dust light fixtures. • Vacuum air vents and diffusers. • Damp wipe baseboards and kick plates. • Dust partition ledges and wipe partition walls from fingerprints and smudges.

Unit A	April and October	• Special twice per year cleaning of carpets. • Outside Window Cleaning
General Office Area		
Closing Instructions	5 Times Per Week	• Clean janitor closet. • Turn off designated lights. (as instructed) • Lock doors. (as instructed)
Cleaning Supplies		• All cleaning supplies to be provided by cleaning company. • All paper products supplied by the MSC.





1101 Ashwaubenon St.
Green Bay, WI 54304
1-800-938-8488

SERVICE AGREEMENT JANITORIAL CLEANING

BILLING	CUSTOMER'S BILLING NAME <u>City of DePere MSC</u>		
	CUSTOMER'S BILLING ADDRESS <u>925 S. 6th St.</u>		
	CITY, STATE, ZIP CODE <u>DePere, WI 54115</u>		
	BILLING CONTACT	TELEPHONE NO.	CUSTOMER NO.
	SERVICE CONTACT <u>Marty Kosobucki</u>	TELEPHONE NO. <u>920-339-8095</u>	FAX NO. <u>920-339-4078</u>
	SERVICE LOCATION		
	SERVICE ADDRESS <u>Same</u>	TELEPHONE NO.	
	CITY, STATE, ZIP CODE		

CUSTOMER NO.	<u>223</u>
--------------	------------

NEW ACCOUNT SOLD BY:	
----------------------	--

CHANGE TYPE OF CHANGE	
-----------------------	--

CANCEL REASON:	
----------------	--

THIS IS A LEGALLY BINDING CONTRACT, AND CONTRACTOR AGREES TO PROVIDE AND CUSTOMER AGREES TO ACCEPT THE FOLLOWING SERVICES AND EQUIPMENT AT THE CHARGES AND FREQUENCY OF SERVICE INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE

SERVICE CHARGE PER MONTH	\$ <u>979.00</u>	EMERGENCY CLEANING (PER HOUR PER PERSON)	\$ <u>19.75</u>
PER DESCRIPTION OF SERVICES DATED	<u>1112114</u>	PLUS SERVICE CHARGE	\$ <u>35.00</u>
ADDITIONAL CHARGES		SERVICE CHARGE PER MONTH (FOR CHANGE)	
EXTRACT CARPETS	\$ <u>384.00</u>	EFFECTIVE DATE OF CHANGE	
STRIP AND WAX	\$ <u>300.00</u>	OTHER:	
BUFF FLOORS	\$		\$
DEEP SCRUB/RECOAT	\$ <u>260.00</u>		\$
DEEP SCRUB ONLY	\$ <u>448.00</u>		\$
FLOOR FINISH	\$ PER GALLON		\$
FURNITURE MOVING	\$ PER PERSON PER HOUR		\$
EFFECTIVE SERVICE DATE			
FREQUENCY OF SERVICE:	<u>5</u> DAYS PER WEEK		

MON	TUES	WED	THURS	FRI	SAT	SUN
X	X	X	X	X		

SPECIAL INSTRUCTIONS: Price includes 2x per yr. Carpet cleaning, 2x per yr. window cleaning, 1x per week Sweep+ mop Stairwells. 3yr. agreement with opt. to yr. after first 3yrs., with a 60 day notice to cancel.

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT. NOTWITHSTANDING THE INSERTION OF SPECIAL INSTRUCTIONS ABOVE, ALL PROVISIONS ON REVERSE SIDE NOT IN DIRECT CONFLICT WITH THE SPECIAL INSTRUCTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. CUSTOMER ACKNOWLEDGES THAT THE TERMS AND CONDITIONS ON REVERSE SIDE HAVE BEEN REVIEWED.

CUSTOMER SIGNATURE _____ TITLE _____
DATE: _____

INIT _____
CMary Kosobucki Sales Admin
CONTRACTOR SIGNATURE _____ TITLE _____
DATE: 2/18/14

TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM: Customer grants to Contractor the exclusive right to service all of Customer's janitorial needs for an initial term of three years from the Effective Service Date unless noted otherwise in the Special Instructions portion of this Agreement. ~~The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty days prior to the termination of the initial term or any renewal term.~~ In the event Customer terminates this Agreement other than as provided above or Contractor terminates this Agreement for Customer's non-payment, Customer shall pay to Contractor as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term.

CHARGES AND COST INCREASES: Charges and cost increases may be adjusted from time to time to reflect increases in the Consumer Price Index. The schedule of charges may be adjusted for reasons other than increases in Consumer Price Index.

NON-HIRING OF CONTRACTOR'S PERSONNEL, FRANCHISEES AND SUBCONTRACTORS: Customer acknowledges that Contractor may assign the right to provide services under this Agreement to franchises and subcontractors. The Customer, recognizing the employees, franchisees and subcontractors of the Contractor are a valuable asset and represent a sizeable investment in training, agrees not to hire any of Contractor's employees, franchisees or subcontractors for the purpose of performing janitorial or similar duties or services during the term of this Agreement. Should Customer hire any of Contractor's employees, franchisees or subcontractors during the term and for 180 days thereafter, Customer agrees to pay Contractor an employment and training fee of two thousand five hundred dollars for each employee, franchisee or subcontractor hired.

RESPONSIBILITY FOR EQUIPMENT: The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment, except for normal wear and tear, resulting from Customer's handling of the equipment. Customer shall not move or alter the equipment, and shall use the equipment only for its proper and intended purpose. On service days, Customer shall provide unobstructed access to the equipment.

INDEMNIFICATION AND HOLD HARMLESS: Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of operation or possession of the equipment. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property occurring on the premises of Customer, including, but not limited to, slip and fall incidents, whether caused by the negligence of Contractor or otherwise. In accordance with the foregoing, Customer agrees to release, waive, discharge and covenant not to sue Contractor from all liability, for any and all loss or damage, and any claim or demands therefore on account of injury to person or property occurring on the premises of Customer, whether caused by the negligence of Contractor or otherwise.

CHARGES AND PAYMENT: Customer shall pay Contractor for its services in accordance with the schedule of charges shown on the face of this Agreement. Customer shall be liable for all taxes, fees or other charges imposed by federal, state, local or provincial laws and regulations for services performed hereunder. Payment must be made by Customer within ten days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate this Agreement immediately upon notice to Customer, recover any equipment on the premises of Customer and recover the liquidated damages described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum interest rate allowed by applicable law.

RIGHT TO COMPETE: Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of janitorial services upon the termination of this Agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

ATTORNEYS FEES: In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

MISCELLANEOUS: If any conflicts exist in this Agreement between terms, which are printed, and those that are typed or written, the typed or written language shall govern. All non-conflicting printed terms shall remain in full force and effect. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties, and indemnifications contained herein shall survive the termination of this Agreement. This Agreement shall be interpreted and governed by the laws of the State of Wisconsin. Any actions in law or in equity shall be brought in Brown County Wisconsin.



Memorandum

To: Cleaning Contractor

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

Re: Request for Quote (Cleaning Service)

Date: December

The City of De Pere, Wisconsin (City) is issuing this Request for Quotes for the purpose of providing full cleaning services for City of De Pere buildings. The City is looking to award a three year contract with the ability for two additional years.

Proposals must be submitted at the Municipal Service Center, 925 S. Sixth Street, De Pere, WI 54115 by 2:00 P.M., January 13, 2014.

Bidding Instructions:

- Contractor shall fill all information on bid sheet and submit.
- The City will provide a walkthrough of each facility, based on the following schedule:
 - Municipal Service Center, January 7 at 9 am, 925 S. Sixth Street
 - Community Center, January 7 at 11 am, 600 Grant Street
 - City Hall/Police, January 7 at 1:30 pm, 335 S. Broadway (meet in lobby)
- Please read each facility description and notes carefully. Each facility has different criteria and needs, as outlined in the facility notes.
- A map of each facility has been provided for your information.
- Any incomplete or late bid shall be rejected.

Contractor Responsibilities

- The successful contractor will provide a Certificate of Insurance before any work may begin (minimum of \$1 million General Liability).
- The successful contractor shall provide all the cleaning supplies and equipment necessary to complete each buildings list of requirements.
- The successful contractor shall provide each building with a logbook for City staff to communicate concerns or special needs with the cleaning staff. The logbook shall be referenced daily by the cleaning staff.

City Information

- The City shall provide all hand soap and paper product supplies for each building.
- The City reserves the right to reject or deny any proposal that is felt to not be in the best interest of the City.
- The City will pay on a monthly basis.
- The City reserves the right to accept all or parts of the bid based on each building.

**Request for Quotes
City of De Pere cleaning services**

CONTACT INFORMATION:

Contractor Name	
Contractor Address	
Contractor Phone Number	
Contact Name	
Phone Numbers (Work/Cell)	
E-mail	

REFERENCES:

List a minimum of three references that your business has cleaned for a minimum of 2 years and is not the City of De Pere.

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

Client Name: _____ Phone: _____

Contact Name: _____ Number of years served: _____

**Request for Quotes
City of De Pere cleaning services**

SCHEDULE OF PRICES:

2014

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

2015

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

2016

Building	Price	Discount provided if all buildings are approved with your company
MSC		xxxxxx
Community Center		xxxxxx
City Hall		xxxxxx
Police Department/Probation Office		xxxxxx
Total		

If agreed upon by both parties, the City intends to extend the agreement up to an additional two years. Please complete the below information identifying the applicable increase from the 2016 fees.

2017 _____ % increase from 2016 fees
 2018 _____ % increase from 2017 fees

--The City reserves the right to award a contract based on parts or all of the proposed bid.--

Cleaning Services Summary

The City requested bids for cleaning of the Municipal Service Center, City Hall, Community Center, Police Station, and Parole Offices. A walk through was conducted on January 7 for interested companies. We received three bids to clean the Municipal Service Center and two bids for the rest of the buildings. A summary of the fees are listed below.

Municipal Service Center

Company	2014	2015	2016
Cleaning Services Solutions	\$1250	\$1270	\$1290
Pro-One Janitorial	\$979	\$1014	\$1044.42
Renew Cleaning and Services	\$890	\$900	\$910

City Hall

Company	2014	2015	2016
Cleaning Services Solutions	\$1375	\$1396	\$1417
Pro-One Janitorial	\$1379	\$1379	\$1420.37

Community Center

Company	2014	2015	2016
Cleaning Services Solutions	\$1732	\$1732	\$1783.96
Pro-One Janitorial	\$1732	\$1732	\$1783.96

Police/Parole

Company	2014	2015	2016
Cleaning Services Solutions	\$1067/\$198	\$1084/\$201	\$1100/\$204
Pro-One Janitorial	\$1120/\$290	\$1120/\$290	\$1153.60/\$298.70

Proposed Percent Increase in years 2017-2018

Company	2017	2018
Cleaning Services Solutions	1.5%	1.5%
Pro-One Janitorial	0%	3%
Renew Cleaning and Services		

Below is a summary of the totals compared for 2014.

2014

Company	MSC	City Hall	Community Center	Police/Parole	Total
CSS	\$1250	\$1375	\$1325	\$1265	\$5215
Pro One	\$1014	\$1379	\$1732	\$1120/\$290	\$5535
Renew	\$890	NA	NA	NA	NA

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #14-26, Authorizing Agreement With Surdex Corporation For Photogrammetric Services.

ATTACHMENTS:

- Reso14-26 (DOCX)
- De Pere Impervious Mapping Project draft contract 2_28_14 (PDF)
- Fin_March_Aerial (PDF)

RESOLUTION #14-26

AUTHORIZING AGREEMENT WITH SURDEX CORPORATION
FOR PHOTOGRAMMETRIC SERVICES

WHEREAS, in conjunction with a six county consortium, with Brown County as the lead agency, a competitive request proposal process was conducted for new aerial photography services; and

WHEREAS, Surdex Corporation has been selected by the consortium to perform such services upon the terms and conditions of the attached proposal for photogrammetric services – City of De Pere (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 execute such Agreement as is attached as Exhibit A, subject to any technical 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 De Pere, Wisconsin, this 18th day of March, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-26 (1940 : Resolution #14-26, Authorizing Aerial Mapping Contract)

28-Feb-14



PROPOSAL

FOR PHOTOGRAMMETRIC SERVICES

CITY OF DE PERE

Date: February 28, 2014

To

Client Contact:	Bill Boyle
Company:	City of De Pere
Business Address:	335 S Broadway De Pere, WI 54115
Phone:	(920) 339-4072 ext1256
Email:	bboyle@mail.de-pere.org

By

Name of Firm:	Surdex Corporation (SURDEX)
Business Address:	520 Spirit of St. Louis Blvd. Chesterfield, MO 63005
Website:	www.surdex.com
Phone / Fax:	636-368-4424 / 636-368-4401
Proposal Contact:	Tim Donze
Email:	timd@surdex.com
Type Ownership:	S-Corporation
FEIN:	43-0690641
Year Established:	Est. 1954

Bill:

Thank you for your support and leadership regarding the Northeast Wisconsin Ortho Imagery Consortium. The following documentation describes Surdex's understanding of the project and its proposed Scope of Services.

PROJECT AREA

The 3" resolution Ortho Imagery will include ~20.25 square miles which will cover the entire City. The Impervious Mapping of the downtown area includes ~11.6 square miles.

DIGITAL AERIAL PHOTOGRAPHY

Aerial photography will be captured of the area of interest using Surdex aircraft equipped with high precision direct digital aerial mapping sensors. The acquisition plan will be designed to achieve photogrammetric accuracies based on the known accuracy requirements requested by {the City of De Pere} and generally accepted photogrammetric practice. The digital image sensors are equipped with digital forward motion compensation and gyro-mount sensor leveling technology. To supplement the required photogrammetric ground control, all aircraft and sensors are equipped with Global Positioning System (GPS) Navigation, Airborne Global Positioning System (ABGPS) survey and Inertial Measurement Unit (IMU) technology. Surdex's direct

28-Feb-14



digital sensors capture Panchromatic (PAN), Red, Green, Blue (RGB) and near Infrared (IR) bands simultaneously. Processing and delivery of supplemental image bands is available upon request for an additional charge.

Conditions: Surdex will take vertical aerial photographs using a precision aerial mapping camera, free of clouds, cloud shadows and atmospheric haze, generally between 10:00 a.m. and 2:00 p.m., or when the sun angle is greater than 30 degrees.

DIGITAL MAPPING

ORTHOPHOTO MAPPING

Digital Orthophotography: Surdex will produce orthorectified digital aerial image tiles consistent with the shapefile area of interest (AOI) and tile layout provided by {the City of De Pere}. The orthoimage tiles will be provided at a horizontal scale of 1"=50' at a ground resolution of .25'. Unless specifically requested in writing, Surdex reserves the right to utilize, if available, any existing elevation model deemed suitable for orthorectification to meet the contractual accuracy requirements as stated. If suitable elevation data is not available, Surdex will generate a new elevation model using manual and automated photogrammetric techniques. If requested, Surdex will deliver the elevation model used in the orthorectification process. To improve efficiency of client acceptance, Surdex may provide, at its discretion, seamline data for reference. Standard image format shall be tiff and tiff world (.tif/.tfw) and will be delivered on external hard drive. Additional image formats are available. An additional charge may be required for additional formatting or processing.

Surdex will blend the 3" ortho imagery with the 6" imagery that is being produced for the rest of the County to create a seamless imagery layer.

PLANIMETRIC - IMPERVIOUS SURFACE MAPPING

Surdex technicians will collect visible and identifiable impervious features that are 10' x 10' and larger from the aerial photography that are generally shown on maps at 1"=100'. Field data collection of planimetric features is not included in this proposal.

Impervious surface features include buildings 10' x 10' or larger, paved roads, paved driveways, paved sidewalks, paved parking lots, concrete pads & patios, in ground pools, recreational areas, paved trails, tanks, and airports features.

We will also collect the building heights at their highest identifiable point.

28-Feb-14



MAPPING ACCURACY

Unless otherwise requested, the photogrammetric mapping provided under this proposal will meet or exceed American Society for Photogrammetry and Remote Sensing (ASPRS) Accuracy Standards for Large Scale Maps, **Class 1** horizontal and/or vertical accuracies as listed below. Photogrammetric mapping meeting alternate accuracies (Class 2 or 3) is available upon request. Table accuracy values below are RMSE in feet.

Map Scale	Class 1 Accuracy RMSE	Class 2 Accuracy RMSE	Class 3 Accuracy RMSE
1"=20'	0.2	0.4	0.6
1"=40'	0.4	0.8	1.2
1"=50'	0.5	1	1.5
1"=100'	1	2	3
1"=200'	2	4	6
1"=400'	4	8	12

In areas where the ground is obscured on the photographs, such as areas of dense foliage or coniferous growth, contours may not meet the previously defined map accuracies and no warranty is expressed or implied concerning such areas. Wherever possible, however, spot elevations will be shown to provide the most complete and accurate vertical information available from the photography used for this project.

MAP TESTING PROCEDURES

Standard procedure requires that photogrammetric maps be field-checked prior to use. Obtaining field survey information for map check purposes will be the sole responsibility of the City. Failure to perform field tests and notify Surdex of non-compliance with the map accuracy standards previously stated within 90 days of delivery shall be deemed an acceptance of the maps and any claims whatsoever as a result of such non-compliance are waived. In the event of timely notice of any deficiencies, Surdex's liability extends only to correcting Surdex related deficiencies and will in no case exceed the original fee or include any subsequent costs incurred by the client or others; said warranty does not extend to services, data, or control information provided by the client.

Surdex recommends map testing follow FGDC-STD-007.3-1998, Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy (NSSDA) guidelines.

<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3>

28-Feb-14



SCHEDULE

The aerial photography will be scheduled immediately upon your authorization to proceed. A Project Manager will be assigned to coordinate the production and scheduling of this project. Services will be provided on a mutually agreeable schedule after receipt of the signed copy of this proposal / contract. Both seasonal and daily weather conditions dictate when acceptable data can be captured. Our Flight Control Manager will consider these factors when planning the schedule.

FEE SCHEDULE

SERVICES	SCALE AND PRODUCT	PRICE
DIGITAL TOPOGRAPHIC MAPPING	3" Resolution orthos of 20.25 sq miles	\$7,837
	Blending of the 3" orthos with the 6" orthos	\$900
	1"=100' Impervious Mapping with building heights	\$6,881
	Total	\$15,618

DELIVERY ITEMS included in above fees:

- Digital Imagery files in .tif/tfw & MrSID
- Digital vector data in AutoCAD (or desired format)

We look forward to working with you and your staff on this project.

Sincerely,

SURDEX CORPORATION

Tim Donze

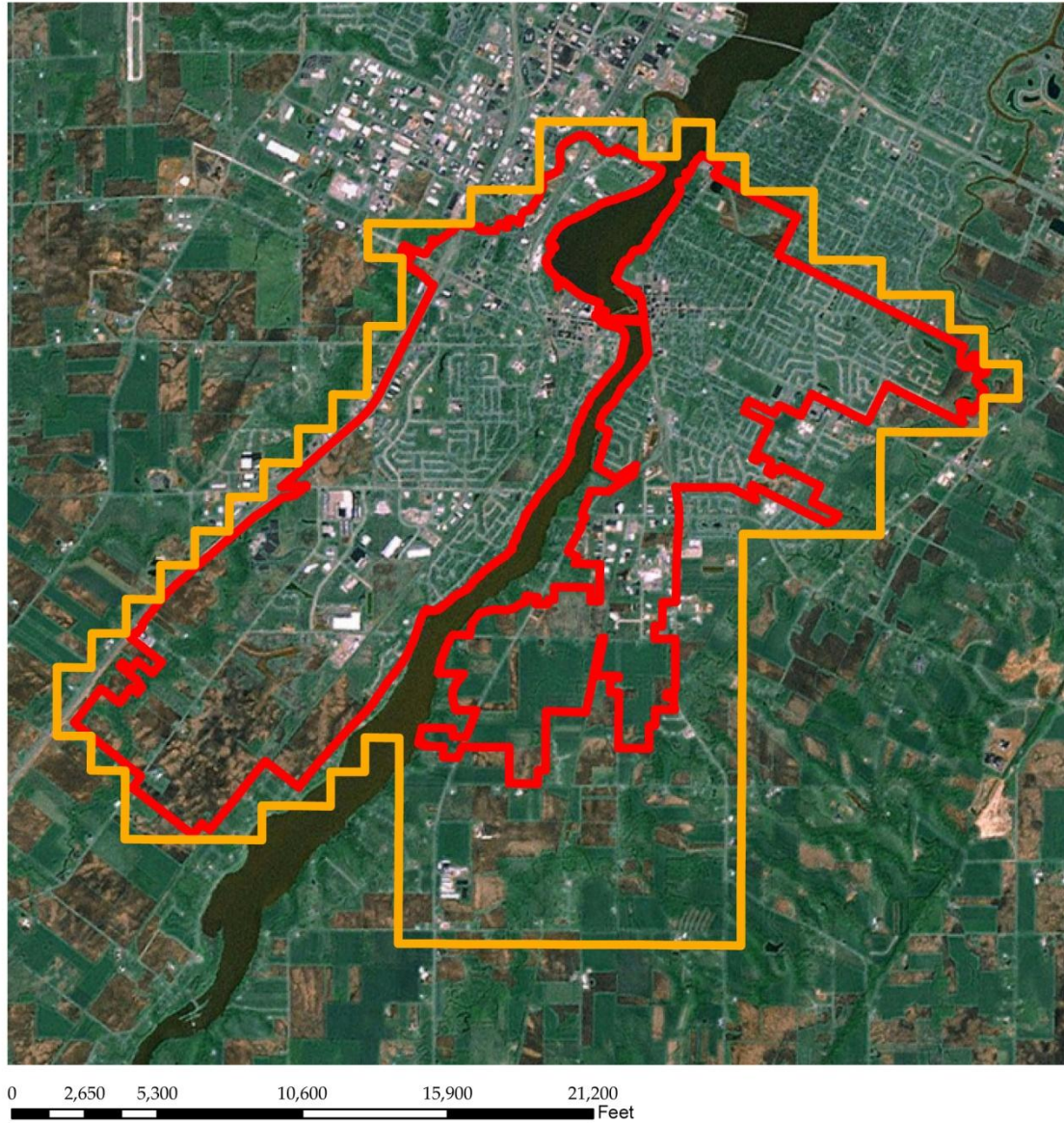
Surdex Corporation Signature

ACCEPTANCE BY CLIENT

VILLAGE OF DE PERE

Client Signature

28-Feb-14



-  Image Boundary (20.23 sq. mi.)
-  Impervious Surface Boundary (11.60 sq. mi.)

City of De Pere, WI
2014 Mapping Project
Proposed Boundary Diagram

CAUTION: This diagram for estimating purposes only. Final number of points and positions may vary.

28-Feb-14



TERMS AND CONDITIONS

The following terms and conditions are incorporated in and become a part of the proposal between Client and Surdex Corporation ("Surdex"). Client and Surdex agree as follows:

ACCESS

Client shall arrange for access to and make all provisions for Surdex to enter upon all public and private lands as required for Surdex to perform its services.

INVOICES

Client shall be invoiced on a monthly or phased basis as set forth in the proposal. Payment shall be due within 30 days after Client's receipt of an invoice. Client is solely responsible for payment of services. Payment will in no way be conditional upon Client receipt of payment for Client accepted services provided by Surdex. Interest shall accrue on past due invoices at the rate of 1 ½ percent per month (18% per annum), or the maximum rate allowed by law, whichever is less, from the date that payment was first due. Payments shall be applied first to accrued interest and then to unpaid principal. Client agrees to pay Surdex's fees, costs, and other reasonable expenses, including attorney's fees, incurred in any efforts to enforce any provision of this Agreement, including efforts to compel payment of past due amounts. If a project is inactive for more than 45 days, Surdex may suspend the services and bill Client for all services performed to date. If Client does not provide evidence of tax exempt status prior to commencement of any services by Surdex then Client shall be responsible for all taxes in connection with such services.

SURDEX'S INSURANCE REQUIREMENTS

Surdex shall maintain in force throughout the term of this Agreement insurance of the types and in the minimum amounts set forth below.

- 1) WORKERS COMPENSATION: Statutory Coverage, including Employer's Liability with minimum limits of \$1,000,000.
- 2) COMMERCIAL GENERAL LIABILITY: \$1,000,000 Combined Single Limit per occurrence for Bodily Injury, Personal Injury, and Property Damages,

including Contractual Liability covering Surdex's indemnification obligations in this Agreement.

- 3) COMPREHENSIVE AUTOMOBILE LIABILITY: \$1,000,000 Combined Single Limit per accident including any auto, all owned autos, hired autos and non-owned autos.
- 4) PROFESSIONAL LIABILITY: \$2,000,000.00
- 5) AIRCRAFT LIABILITY: \$10,000,000.00
- 6) VALUABLE PAPERS: \$150,000.00

INDEMNITY

Surdex agrees to indemnify, defend and hold Client harmless from and against any and all claims, demands, suits, damages, and costs (including attorney's fees and cost of defense) due to bodily injury or property damages arising directly out of Surdex's negligence, but only to the extent that such indemnity is covered by Surdex's CGL or Professional Liability insurance.

As a material part of the consideration to Surdex, Surdex assumes all risk of damage to its property or injury to persons, including its agents, contractors and employees in performance of Services hereunder, and Surdex hereby waives all claims in respect thereof against Client, except for any claim arising out of Client's negligence or willful misconduct. As used in this Section, the term "Client" shall include Client's employees, agents and contractors, if applicable, and "Surdex" shall include Surdex's employees, agents and contractors, if applicable. Client agrees to indemnify, defend and hold Surdex harmless from and against any and all claims, demands, suits, damages, and costs (including attorney's fees and cost of defense) due to bodily injury or property damages arising directly out of Client's negligence.

TESTING

Client shall independently verify the accuracy of Surdex's services prior to using or relying on the same (or providing the same to others for any reason), and in an event no later than six (6) months after completion of the services (the "Claim Period"). If Client fails to take commercially reasonable efforts to verify the accuracy of Surdex's services as required herein then Client shall be deemed to have waived all claims and rights of recovery against Surdex, regardless of legal theory.

28-Feb-14



RIGHT TO CURE

If Client discovers errors in the services within the Claim Period, Client shall promptly notify Suredex and Suredex shall have the right for ninety (90) days after receipt of Client's notice (or such longer period if 90 days is insufficient) to correct such defects at Suredex's sole cost.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Suredex's total aggregate liability to the Client arising out of this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, is limited to the Total Price paid to Suredex.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER CLIENT NOR SUREDEX SHALL BE LIABLE TO THE OTHER FOR, AND EACH EXPRESSLY WAIVES THE RIGHT TO RECOVER, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

OTHER

Any services being provided to Client by Suredex may be terminated by either party upon ten (10) days prior written notice, and in such event Suredex shall be paid by Client for all services performed up to and including the termination date, including reimbursable expenses.

Neither Client nor Suredex shall be liable to the other for damages or delay in performance caused by acts of God, strikes, labor disputes, accidents or any other event beyond the control of the other or its employee's and agents.

All disputes arising out of or relating to this Agreement shall be decided by arbitration, in accordance with the rules of the American Arbitration Association. The prevailing party shall be awarded attorneys' fees and costs.

Suredex agrees that all materials, reports, drawings, studies, specifications, estimates, maps, computer data tapes, computations and other materials prepared by or for Client under the terms of this Agreement shall upon proper payment by Client to Suredex be the property of the Client. However, any processes, procedures, programs, software, or

similar practices of Suredex, whether developed prior to or during the project, shall remain the property of Suredex until sold or licensed to Client for its use or use by others for separate compensation. Client shall not alter the same in any manner and shall waive any claim against Suredex and shall, to the fullest extent permitted by law, indemnify, defend, and hold Suredex harmless from any claim or liability for injury or loss arising from unauthorized alteration of Suredex's work product.

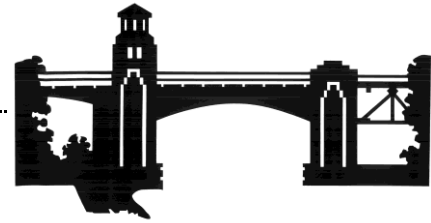
Suredex shall keep confidential all information obtained from and designated as confidential by Client and shall not divulge any confidential information concerning the Project to any person or entity (other than Suredex's subcontractors, employees or other persons or entities to the extent necessary to complete the services) unless written approval is granted by the Client or as ordered by a court of competent jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of laws rules. Should a conflict of terms arise from agreed to flow down provisions, the terms of this agreement shall prevail.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

CITY OF DE PERE

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



March 11, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Aerial Acquisition for City of De Pere

The City worked with Brown County for the acquisition of new data. This project is part of a larger 6 county consortium that worked together to obtain new aerial photography. By working together, the City was able to save on the overall project cost. For the City of De Pere, we had planned to acquire new 3" photography and planimetric mapping for the entire City.

This information is most commonly used on the City mapping website DIME. The photography along with the planimetric data is used throughout the entire organization. This data is also critical for our stormwater utility for generating stormwater utility fees.

For the project we had budgeted \$23,362 and the proposal came in at \$15,618. (Please note that \$4,000 dollars of the total project budget will be used for projected related items needed to work with the data and will not be purchased until the 3rd or 4th quarter).

Recommendation

Staff is recommending that the Finance Committee approve the project and that the contract be forwarded to the City Council for approval.

Attachment: Fin_March_Aerial (1940 : Resolution #14-26, Authorizing Aerial Mapping Contract)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-27, Preliminary Resolution for Special Assessment for Storm Sewer on Lilac Lane.

Water main relay work and street resurfacing were scheduled Lilac Lane in 2013. Prior to the project proceeding, staff was notified of a sump pump problem at the end of Lilac Lane. Staff investigated the area and determined that there was a sump drainage problem on Lilac Lane. At that time, staff held a public information meeting with the residents along Lilac Lane to discuss storm sewer installation. Assessments were proposed for the project. Section 26-4 of the municipal code states *“All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon such property in the amount of benefits over damages as determined by common council pursuant to the procedures set forth in Wis.Stats.66.60. Laterals shall be installed at the time storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with statutory procedure.”* City policy recently utilized on a similar project in the City (St. Bernard Drive) was to assess 20% of the storm sewer main and 100% of the storm lateral cost. Staff proposed the same for this project. Based on the meeting and time frame of the project, the project was postponed to 2014 so that property owners could plan for the storm sewer installation.

Work for the proposed project includes water main relay, water service replacement up to and including the curb stop, spot curb and gutter replacement, storm sewer construction, milling the asphaltic concrete pavement, and resurfacing the street. A preliminary estimate has been put together for the storm sewer assessments. The anticipated cost is \$8 per front foot for the sewer main and \$1597 per storm lateral. The advantage to constructing the storm sewer main and laterals is that the construction is completed prior to street resurfacing, which reduces the assessed amount.

The fiscal impact is anticipated to be as follows:

- Assessments: \$27,285
- Storm water utility: \$33,780

This work is scheduled to be constructed this summer as part of project 14-01, Sewer and Water Relay and Street Resurfacing.

Staff recommends approval of the preliminary resolution to the Common Council to schedule a Public Hearing.

ATTACHMENTS:

- Res#14-27 Special Assessments Lilac Lane (DOCX)
- LilacScheduleB&C&D (PDF)

RESOLUTION #14-27

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS. STORM SEWER MAIN AND LATERALS ON LILAC LANE FROM THE WESTERTLY TERMINI TO FOURTH STREET.

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

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

STORM SEWER MAIN AND LATERALS – LILAC LANE

Both sides of Lilac Lane from the westerly termini to Fourth Street

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

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In five (5) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

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

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

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

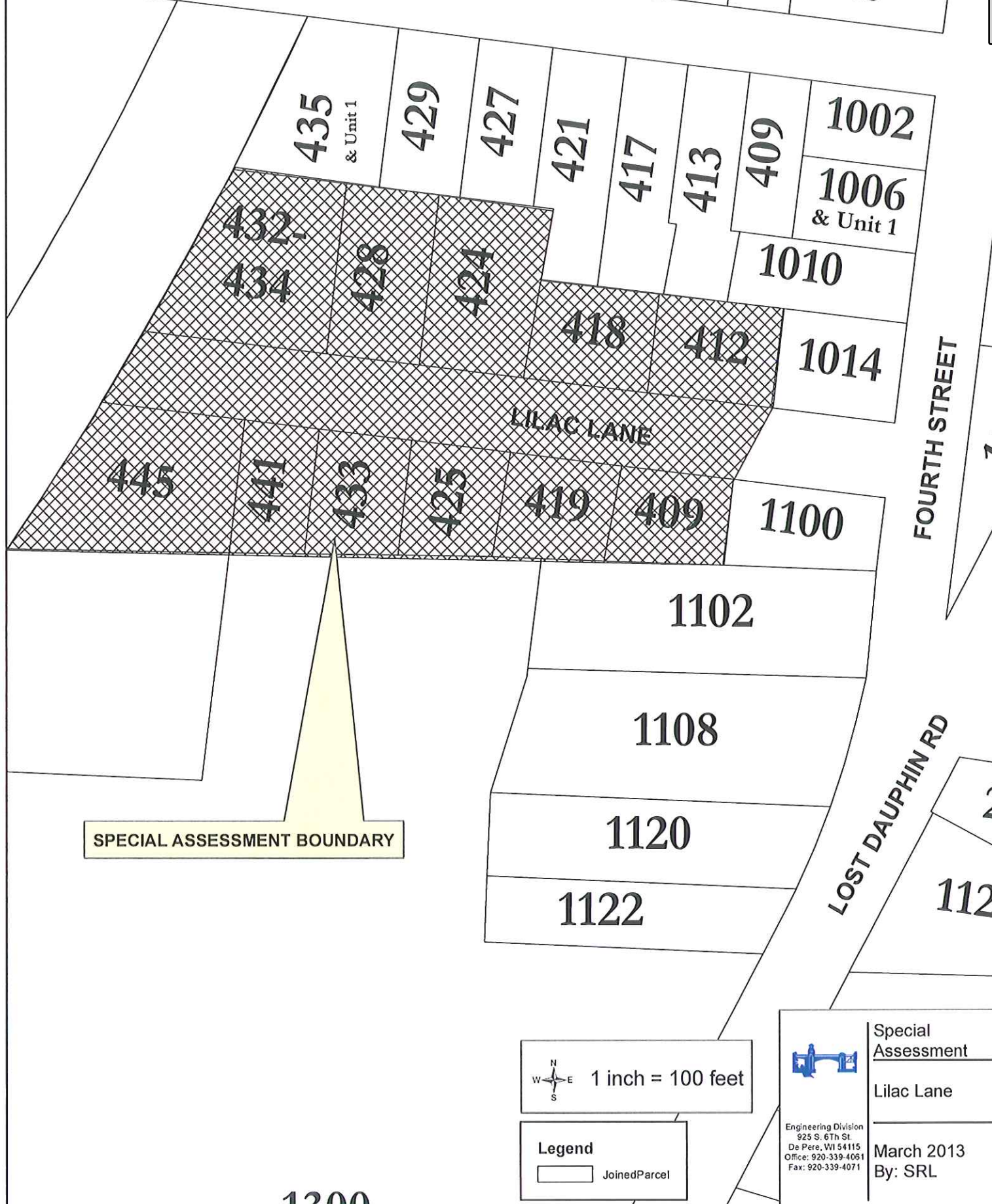
Ayes: _____

Nays: _____

EXHIBIT #1 / 4 / 4 / 4 LILAC LANE SPECIAL ASSESSMENT

918

920



SPECIAL ASSESSMENT BOUNDARY



1 inch = 100 feet

Legend

Joined Parcel



Special Assessment

Lilac Lane

March 2013
By: SRL

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

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
 March 5, 2014

STORM SEWER MAIN (20% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
ST-02	12" PVC Storm Sewer	765	\$40 LF	\$30,600	\$6,120	\$24,480
ST-04	Manholes	10.6	\$300 VF	\$3,180	\$636	\$2,544
Sub-Total				\$33,780	\$6,756	\$27,024
Contingency				\$1,689	\$338	\$1,351
Technical, Legal, and Administration				\$6,756	\$1,351	\$5,405
Total Estimated Cost				\$42,225	\$8,445	\$33,780

STORM SEWER LATERALS (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
ST-07	6" PVC Storm Sewer Laterals	360	\$34.25 LF	\$12,330	\$12,330	\$0
ST-08	12"x6" Wye	12	\$250 EA	\$3,000	\$3,000	\$0
Sub-Total				\$15,330	\$15,330	\$0
Contingency				\$767	\$767	\$0
Technical, Legal, and Administration				\$3,066	\$3,066	\$0
Total Estimated Cost				\$19,163	\$19,163	\$0
Total Estimated Project Cost				\$61,388		

SCHEDULE C
PROPOSED ASSESSMENT RATES

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Storm Sewer Main	LF	1015.31	\$8,445	\$8 Per Front Foot
Storm Sewer Laterals	Each	12	\$19,163	\$1,597 Per Each

Note: ERU is for Equivalent Residential Units

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Storm Sewer Main Assessment (New Storm Sewer)	1015 LF	\$8	\$8,122
(2) Storm Sewer Main - Stormwater Utility Financing (New Storm Sewer Non-Assessable)	1015 LF	\$33.27	\$33,780
(3) Storm Sewer Lateral Assessment	12 EA	\$1,597	\$19,163
Total Estimated Project Cost			\$61,065

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERAL CONSTRUCTION

LOCATION - LILAC LANE

March 5, 2014

COST PER UNIT - STORM SEWER MAIN (PRELIMINARY) -

\$8

COST PER UNIT - STORM SEWER LATERAL (PRELIMINARY) -

\$1,597

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT		STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT
		UNIT	COST	UNIT	COST	
ROY & BEATRICE AMBROSIUS 432 LILAC LANE DE PERE WI 54115	WD-164 432-434 LILAC LN	145.9	\$1,167	2	\$3,194	\$4,361
CHRISTOPHER COULOMBE 428 LILAC LANE DE PERE WI 54115-1942	WD-164-4 428 LILAC LN	75	\$600	1	\$1,597	\$2,197
DONALD C ABEL & DIANE S LEGOMSKY 424 LILAC LANE DE PERE WI 54115-1942	WD-164-3 424 LILAC LN	85	\$680	1	\$1,597	\$2,277
LYNNETTE G BRENNAN 418 LILAC LANE DE PERE WI 54115-1942	WD-161 418 LILAC LN	99.9	\$799	1	\$1,597	\$2,396
DANIEL H BANGERT 412 LILAC LANE DE PERE WI 54115-1942	WD-161-1 412 LILAC LN	100	\$800	1	\$1,597	\$2,397
KENNETH J WILLEMS 445 LILAC LANE DE PERE WI 54115-1941	WD-164-5-1 445 LILAC LN	114.65	\$917	1	\$1,597	\$2,514
LOUISE H PATTON 441 LILAC LANE DE PERE WI 54115-1941	WD-164-5 441 LILAC LN	60	\$480	1	\$1,597	\$2,077
MEGAN WOLFERT 433 LILAC LANE DE PERE WI 54115-1941	WD-164-1 433 LILAC LN	75	\$600	1	\$1,597	\$2,197
PETER DE VOS 425 LILAC LANE DE PERE WI 54115-1941	WD-164-2 425 LILAC LN	79.86	\$639	1	\$1,597	\$2,236
CASEY L HAWKINSON 368 MAIN AVE #1 DE PERE WI 54115	WD-163-1-1 419 LILAC LN	90	\$720	1	\$1,597	\$2,317
MELISSA S SCHMIDT 409 LILAC LANE DE PERE WI 54115-1941	WD-163-1-2 409 LILAC LN	90	\$720	1	\$1,597	\$2,317
TOTAL		1015.31	\$8,122	12	\$19,164	\$27,286

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 18, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-28, Preliminary Resolution for Special Assessments for Sanitary Sewer and Water Main on CTH PP from 185' South to 1330' South of Prosper Street.

The Brown County Highway Department is preparing to reconstruct CTH PP this year from Viking Lane to STH 32/57 from a rural section to an urban section with curb and gutter. The majority of the properties in the City in this corridor have public sanitary sewer and water main. There are six properties in the City on the south end of the project that do not have public sanitary sewer and water main. Prior to the County reconstructing CTH PP, the utilities need to be provided.

The existing properties on the south end of the project have sewer service via a private force main system. This system will be in conflict with the CTH PP reconstruction project. The property owners were granted revocable occupancy permits for the private sewer until such time as public sewer service is extended. The resolution approving the private sewer installation is attached. Additionally, the properties have private wells.

This project was originally planned for 2010, but rescheduled to obtain approval from the Town of Ledgeview to utilize the sanitary sewer on Viking Lane.

Assessment charges for the project include the following:

- Green Bay Metropolitan Sewerage Charge and Ledgeview Connection Charges which will be assessed 100% to the benefiting properties.
- Sanitary sewer and water main which will be assessed at 50% to the benefiting properties, with the remaining 50% funded by the sewage and water utility due to only the west side of CTH PP being serviced at this time.
- Sanitary and water laterals which will be assessed 100% to the property owners.

The fiscal impact is anticipated to be as follows:

- Assessments: \$157,335
- Sewage and water utility: \$99,225

This work is scheduled to be constructed in May as part of project 14-01, Sewer and Water Relay and Street Resurfacing. The property owners will be required to connect to the sanitary sewer lateral within 30 days due to conflicts with the Brown County storm sewer system. The property

owners will be given one year to connect to the water lateral.

The installation and assessments for water main and sanitary sewer are covered by Section 26-2 (b), Section 26-3, and Section 26-4 of the Municipal Code.

Staff recommends approval of the preliminary resolution to the Common Council to schedule a Public Hearing.

ATTACHMENTS:

- Res#14-28 Special Assessments CTHPPS&Water (DOCX)
- CTHPPPrivateSewerResolution (PDF)
- CTHPPScheduleB&C&D (PDF)

RESOLUTION #14-28

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
SANITARY SEWER AND WATER MAIN AND SANITARY SEWER AND WATER LATERALS
ON CTH PP FROM 185' SOUTH TO 1330' SOUTH OF PROSPER

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

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

SANITARY SEWER AND WATER MAIN AND SANITARY SEWER AND WATER LATERALS – CTH PP

West side of CTH PP from 185' south to 1330' south of Prosper Street

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

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.
4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #97 -65

AUTHORIZING A REVOCABLE OCCUPANCY PERMIT
WITH DAVID RITCHIE AND RITA COENEN

WHEREAS, David Ritchie and Rita Coenen have requested a Revocable Occupancy Permit so that they may construct a private sewer force main adjacent to and serving their respective individual businesses located at 1940 and 1930 Cty. Tk. "PP"; and

WHEREAS, the City of De Pere wishes to promote this construction pursuant to the terms and conditions of the attached Revocable Occupancy Permit; and

WHEREAS, this matter has been reviewed by the Board of Public Works and said Board has recommended its approval of the request;

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

That the Mayor and Clerk-Treasurer are hereby authorized and directed to enter into the attached Revocable Occupancy Permit with David Ritchie and Rita Coenen; and

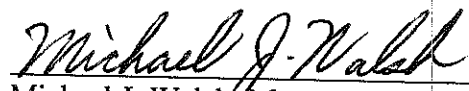
BE IT FURTHER RESOLVED:

That all City officials, officers, agents, and employees are hereby empowered and directed to use such means as are permitted by law to further the performance of this Agreement.

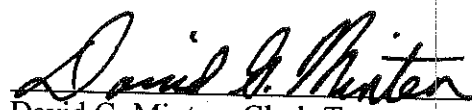
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Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
June, 1997.

APPROVED: JUN 18 1997


Michael J. Walsh, Mayor

ATTEST: JUN 18 1997


David G. Minten, Clerk-Treasurer

Ayes: 8Nays: 0

REVOCABLE OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of June, 1997, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and David Ritchie and Rita Coenen, both adult individuals, collectively referred to as "Permittees".

WHEREAS, Permittees are the owners of certain property located adjacent to Brown County Trunk Highway "PP", De Pere, Wisconsin, more particularly described in the map attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Permittees wish to occupy City right of way adjacent to their properties for the purpose of constructing and maintaining thereon a private sewer force main to serve their respective properties; and

WHEREAS, City wishes to accommodate Permittees' request subject to the conditions more fully set out below;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Grant of Revocable Occupancy Permit: City hereby grants to Permittees a Revocable Occupancy Permit to the specific areas described in Exhibit A. Such Revocable Occupancy Permit shall be subject to the following terms and conditions:

- a) Term. Permittees fully understand and acknowledge that City intends to provide public sewer service to the area encompassing Permittees' properties. At the time such public sewer service is extended to these properties, Permittees herein specifically acknowledge that they will be benefited by that public construction. Permittees further acknowledge and agree to, at that time, make all necessary connections from their respective

properties to the public sewer and to abandon, in accordance with all applicable rules and regulations in force at that time, the private sewer force main permitted hereunder.

- b) Area of Occupancy Permit. The permit granted under this Agreement is only within the area, and subject to the specifications, illustrated in Exhibit A.
- c) Construction. Permittees shall ensure that all state and local codes and the City's standard specifications pertaining to the construction of the private sewer force main are complied with. Further, Permittees shall restore the areas of public right of way disturbed during installation and construction to a condition substantially similar to that which existed prior to construction hereunder.
- d) Other Permits. Permittees shall obtain all necessary construction permits from the City prior to construction. Permittees shall obtain all necessary permits from Brown County prior to commencing construction.
- f) Maintenance and Repair. Permittees shall bear full responsibility and control over the force main permitted hereunder and shall keep it in a state of good working condition and repair. Any work done to said main which requires excavation of City property (whether in the permit area or adjacent thereto) shall require advance notice to City and compliance with all excavation/construction permit requirements, including restoration of the site.

2. Insurance. Permittees shall supply City, individually, certificates of general liability insurance, naming City as an additional insured in an amount of not less than \$1 million per occurrence each. Permittees, by entering into this Agreement, each individually agree to save and hold City harmless from any and all injury that may occur, or be said to have occurred, as a result of Permittees' utilization of the Revocable Occupancy Permit issued under this Agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties.

3. Revocation. The permit granted hereunder may be revoked upon written or oral notice of City at any time. The parties acknowledge that the privileges granted by the permit hereunder constitute encroachments upon public trust properties and may be let only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose.

4. Permit Not a Conveyance. It is specifically understood that in granting the permit hereunder, no right or interest is granted in the ownership or continued use of the property subject thereto.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day and date
above first written.

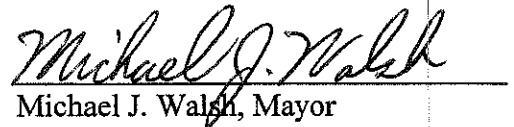


David Ritchie



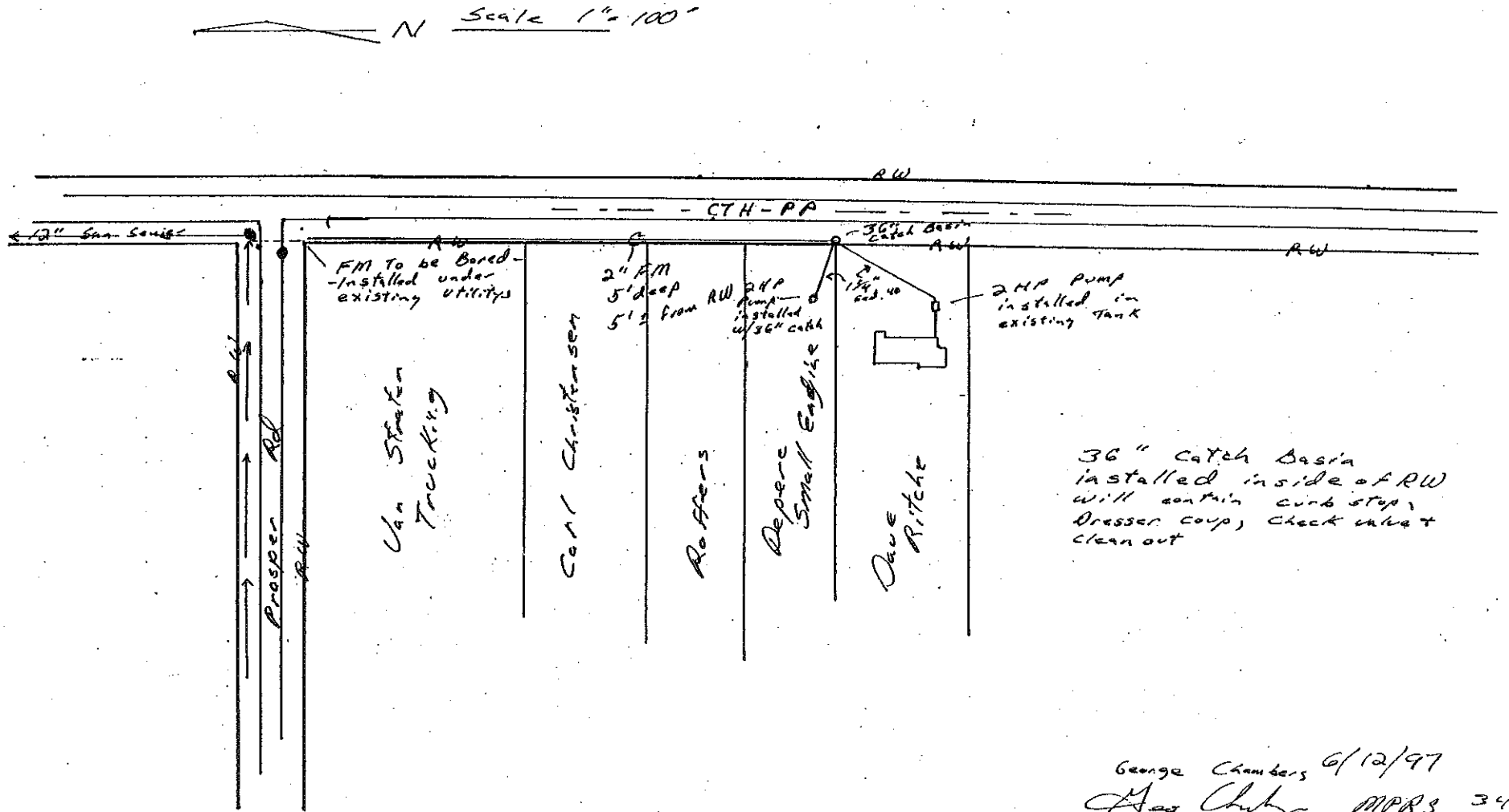
Rita Coenen

CITY OF DE PERE



Michael J. Walsh, Mayor

EXHIBIT A



George Chambers 6/12/97
 Hao Chih MPRS 3405
 CSTM 3631
 PI 4716

interoffice
M E M O R A N D U M

to: Dave Minten
from: Carl Weber
subject: Coonen/Ritchie Occupancy Permit
date: July 3, 1997

Please find enclosed for your files certificates of insurance from Ritchie Metal Works and De Pere Small Engine. They are required by and should be attached to the Revocable Occupancy Permit for the subject parties dated 6/27/97 and approved via Resolution # 97-65.

Please call me if you have any questions.

Enclosure

cc: Judy Schmidt-Lehman

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/19/199

PRODUCER

Insurance Associates
P.O. Box 10268
Green Bay, WI 54307
(414) 437-0587

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Cincinnati Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

Clarence & Rita Coenen
dba: De Pere Small Engine
1930 Highway PP
De Pere, WI 54115

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				
	☒ COMMERCIAL GENERAL LIABILITY	BPP1771281	12/16/97	12/16/98	GENERAL AGGREGATE \$
	CLAIMS MADE ☒ OCCUR.				PRODUCTS-COMP/OP AGG. \$1000000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				EACH OCCURRENCE \$
	NON-OWNED AUTOS				AGGREGATE \$
	GARAGE LIABILITY				STATUTORY LIMITS
	EXCESS LIABILITY				EACH ACCIDENT \$
	UMBRELLA FORM				DISEASE - POLICY LIMIT \$
	OTHER THAN UMBRELLA FORM				DISEASE - EACH EMPLOYEE \$
	WORKER'S COMPENSATION				
	AND				
	EMPLOYERS' LIABILITY				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is included as Additional Insured, but only as to
Liability arising out of operations performed for same, by or on
behalf of the Named Insured for project.
General Aggregate is Unlimited

CERTIFICATE HOLDER

City of De Pere
325 S. Broadway

De Pere WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeanette Dequaine

16.b

ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR: JIE
RITCH-1

DATE (MM/DD/YY)

06/16/97

PRODUCER

Green Bay Insurance Center, Inc
331 S. Adams, P.O. Box 1960
Green Bay WI 54305-1960

Steven J Kolb

Phone No. 414-437-9281 Fax No.

INSURED

Ritchie Metal Works Corp.
Gene Windey
1940 CTH "PP"
De Pere WI 54115

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

COMPANIES AFFORDING COVERAGE

COMPANY
A General Casualty Companies

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CCI0154426	01/31/97	01/31/98	GENERAL AGGREGATE \$ 500000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 500000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 500000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY	CBA0154426	01/31/97	01/31/98	COMBINED SINGLE LIMIT \$ 500000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CCI0154426	01/31/97	01/31/98	EACH OCCURRENCE \$ 1000000
	☒ UMBRELLA FORM				AGGREGATE \$ 1000000
	☐ OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0154426	01/31/97	01/31/98	☒ WC STATU- TORY LIMITS ☐ OTH- ER
	☐ INCL				EL EACH ACCIDENT \$ 100000
	☐ EXCL				EL DISEASE - POLICY LIMIT \$ 500000
					EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is additional insured for general liability only.

CERTIFICATE HOLDER

CITYDE1

City of De Pere
335 S. Broadway
De Pere WI 54115

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steven J Kolb
Steven J Kolb

PUBLIC NOTICE OF MEETING

Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that a regular meeting of the Common Council of the City of De Pere will be held on Tuesday, June 17, 1997, at 7:30 p.m. in the Council Chambers of the De Pere City Hall.

AGENDA FOR SAID MEETING

1. Roll call.
2. Opening prayer by Alderperson Donovan, Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 3, 1997 meeting.
4. Committee reports.
5. A public hearing on the levying of special assessments against benefited properties for benefits conferred through the installation of alley paving, street overlay, and incidentals therefor is scheduled for 7:30 p.m.:
 - A. Notice of Public Hearing.
 - B. Report of the Board of Public Works.
 - C. After the hearing has been held, Final Resolution #97-60 authorizing the improvements and levying special assessments against benefited properties is presented.
6. Progress Report, Main Street Program.
7. Resolution #97-61, Authorizing Intergovernmental Agreement for the Reestablishment of a Room Tax Commission and Tourism Zone Agreement.
8. Resolution #97-62, Regarding Double Taxation for Municipal Services.
9. Resolution #97-63, Authorizing and approving acceptance of donation from De Pere Woman's Club.
10. Resolution #97-64, Authorizing a Revocable Occupancy Permit with Main Street for the Radant Site.
11. Resolution #97-65, Authorizing a Revocable Occupancy Permit with David Ritchie, Rita Coenen, and Don Roffers.
12. Resolution #97-66, Authorizing Independent Contractor Agreement with Kathryn S. Koehler.

BOARD OF PUBLIC WORKS

June 9, 1997
De Pere, Wisconsin

A regular meeting of the Board of Public Works was held at 7:30 P.M. today in the Council Chambers of City Hall. Members present on roll call: Mayor Walsh, Alderpersons: Baeten, Daanen, Donovan and Kegel. Also present: Alderpersons Fleck, Hooyman, and Penn, Director of Public Works/City Engineer Carl Weber, City Administrator Kevin Brunner, City Attorney Judith Schmidt-Lehman, Assistant City Engineer Lee Schley, and Clerk-Treasurer Dave Minten.

Minutes of the May 12, 1997 meeting previously forwarded to members of the board, were presented.

Moved by Alderperson Donovan that the minutes of the May 12, 1997 meeting be approved as presented. Seconded by Alderperson Kegel. Motion carried.

ITEMS #1 THRU #13

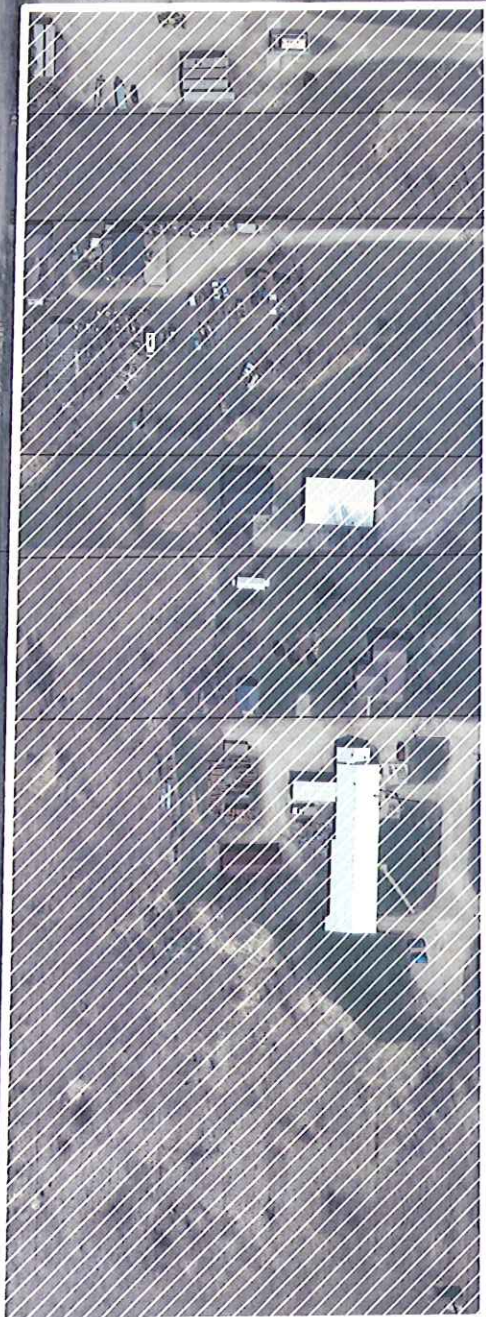
Item #1. Request of Ritchie Metalworks, 1940 C.T.H. PP, De Pere Small Engine, 1930 C.T.H. PP and Don Roffers, 1920 C.T.H. PP, for a revocable occupancy permit to place a private sanitary sewer forcemain on C.T.H. PP south of Prosper Road.

Res. 97-65
A petition requesting a revocable occupancy permit signed by David Ritchie, Rita Coenen, and Don Roffers, and a diagram of the affected area, was previously forwarded to members of the board.

WATER MAIN AND SANITARY SEWER SPECIAL ASSESSMENT BOUNDARY

PROSPER STREET

COUNTY HIGHWAY PP



1 inch = 168 feet



Water & Sanitary
Assessment

Project:
14-01

March, 2014
By: SRL

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

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
March 5, 2014

SANITARY SEWER AND WATER MAIN (50% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
	Provide 8" PVC Sanitary Sewer (CTH PP)	1425	\$40.00 LF	\$57,000	\$28,500	\$28,500
	Provide 4' Diameter Sanitary Manhole	35	\$225.00 VF	\$7,875	\$3,938	\$3,938
	Core Drill Sanitary Manhole	1	\$500.00 EA	\$500	\$250	\$250
	Abandon Lift Station and Force Main	1	\$1,000.00 LS	\$1,000	\$500	\$500
	Provide 12" PVC Water Main - Open Cut	1345	\$55.00 LF	\$73,975	\$36,988	\$36,988
	Provide 12" Valve	3	\$2,500.00 EA	\$7,500	\$3,750	\$3,750
	Provide 6" Valve	2	\$1,000.00 EA	\$2,000	\$1,000	\$1,000
	Provide Hydrant	2	\$3,000.00 EA	\$6,000	\$3,000	\$3,000
	Relocate Hydrant	1	\$1,000.00 EA	\$1,000	\$500	\$500
	Provide Connection to existing Water main	1	\$1,000.00 EA	\$1,000	\$500	\$500
	Silt Fence	150	\$3.00 LF	\$450	\$225	\$225
	Polystyrene Insulation Board	20	\$8.00 LF	\$160	\$80	\$80
	Pipe Foundation Stabilization	20	\$15.00 CY	\$300	\$150	\$150
Sub-Total				\$158,760	\$79,380	\$79,380
Contingency				\$7,938	\$3,969	\$3,969
Technical, Legal, and Administration				\$31,752	\$15,876	\$15,876
Total Estimated Cost				\$198,450	\$99,225	\$99,225
Total Estimated Project Cost				\$198,450		

SANITARY AND WATER LATERALS (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
	Provide 6" Sanitary Lateral (CTH PP)	150	\$40.00 LF	\$6,000	\$6,000
	Provide 6" Sanitary Riser (CTH PP)	6	\$100.00 VF	\$600	\$600
	Provide 8"x6" Wye	6	\$60.00 EA	\$360	\$360
	Provide 1" Water Service	6	\$30.00 LF	\$180	\$180
	Provide 1" Corporation and Curb Stop	6	\$400.00 EA	\$2,400	\$2,400
Sub-Total				\$9,540	\$9,540
Contingency				\$477	\$477
Technical, Legal, and Administration				\$1,908	\$1,908
Total Estimated Cost				\$11,925	\$11,925
Total Estimated Project Cost				\$11,925	

GBMSD and LEDGEVIEW CONNECTION CHARGES (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
	Reconnect 6" PVC Sanitary Sewer Laterals (Ledgview Property)	25	\$45.00 LF	\$1,125	\$1,125
	Provide 8" x 6" Wye (Ledgview Property)	1	\$60.00 EA	\$60	\$60
	NEW Water Charge	1	\$40,000.00 LS	\$40,000	\$40,000
	Ledgview Connection	1	\$5,000.00 LS	\$5,000	\$5,000
Total Estimated Cost				\$46,185	\$46,185
Total Estimated Project Cost				\$46,185	
Total Project Cost				\$256,560	

**SCHEDULE C
PROPOSED ASSESSMENT RATES**

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer and Water Main	LF	1146.46	\$99,225	\$86.55

PER EACH CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer and Water Laterals	Each	6	\$11,925	\$1,987.50

PER ACRE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer Service Area	Acre	10.99	\$46,185	\$4,202.46

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
Sanitary Sewer and Water Main Assessment	1146.46 LF	\$86.55	\$99,226
Sanitary Sewer and Water Utilities	1146.46 LF	\$86.55	\$99,226
Sanitary Sewer and Water Lateral Assessment	6 EA	\$1,987.50	\$11,925
Sanitary Sewer Service Area Connection Assessment	10.99 Acre	\$4,202.46	\$46,185
Total Estimated Project Cost			\$256,562

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SANITARY SEWER AND WATER MAIN AND LATERALS
 LOCATION - CTH PP - 350' N/O VIKING LANE TO 180' S/O PROSPER STREET
 March 5, 2014

COST PER UNIT - SANITARY SEWER AND WATER SERVICE -

\$86.55

\$1,987.50

\$4,202.46

(PER FRONT FOOT)

(PER LATERAL SET)

(PER ACRE)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	SEWER AND WATER MAIN		SEWER AND WATER LATERAL		CONNECTION ASSESSMENT		TOTAL ASSESSMENT
		UNIT	COST	UNIT	COST	UNIT	COST	
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	\$8,060.40	1	\$1,987.50	0.881	\$3,702.37	\$13,750
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	\$8,024.05	1	\$1,987.50	0.881	\$3,702.37	\$13,714
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.34	\$18,031.83	1	\$1,987.50	1.966	\$8,262.04	\$28,281
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	\$7,393.10	1	\$1,987.50	0.856	\$3,597.31	\$12,978
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	\$12,206.15	1	\$1,987.50	1.347	\$5,660.71	\$19,854
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117-1	525.83	\$45,510.59	1	\$1,987.50	5.061	\$21,268.65	\$68,767
TOTAL		1,146.46	\$99,226	6	\$11,925	10.99	\$46,193	\$157,345

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

MEETING DATE: March 18, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 3-18-14 VOUCHERS (PDF)

3/12/2014 4:06 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04303 MAR 2014 COUNCIL - 2 3-18-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0302	AIRGAS USA LLC							
	I-9024863800	AIRGAS USA LLC	R	3/18/2014		138.76CR	070854	138.76
2982	ALL CITY COMMUNICATIONS							
	I-4699567-030114	ALL CITY COMMUNICATIONS	R	3/18/2014		244.18CR	070855	244.18
0007	AMBROSIOUS SALES & SERVICE							
	I-79540	AMBROSIOUS SALES & SERVICE	R	3/18/2014		994.91CR	070856	
	I-79541	AMBROSIOUS SALES & SERVICE	R	3/18/2014		10.99CR	070856	1,005.90
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000056467	BADGER LABORATORIES & ENGINEER	R	3/18/2014		20.00CR	070857	20.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-348443	BADGER POPCORN & CONC SUPPLY I	R	3/18/2014		243.55CR	070858	243.55
0020	BADGERLAND PRINTING INC							
	I-23197	BADGERLAND PRINTING INC	R	3/18/2014		49.00CR	070859	
	I-23198	BADGERLAND PRINTING INC	R	3/18/2014		340.00CR	070859	389.00
1	BADTKE, BECKY							
	I-201403123139	REFUND HOOPING	R	3/18/2014		37.00CR	070860	37.00
0027	BAY TOWEL INC							
	I-1768169	BAY TOWEL INC	R	3/18/2014		37.29CR	070861	
	I-1768170	BAY TOWEL INC	R	3/18/2014		54.28CR	070861	
	I-1771383	BAY TOWEL INC	R	3/18/2014		37.29CR	070861	128.86
0025	BAYCOM INC							
	I-152202	BAYCOM INC	R	3/18/2014		1,275.00CR	070862	
	I-153993	BAYCOM INC	R	3/18/2014		159.00CR	070862	
	I-154432	BAYCOM INC	R	3/18/2014		262.50CR	070862	
	I-80997	BAYCOM INC	R	3/18/2014		2,730.00CR	070862	4,426.50
6473	BEAVER OF WISCONSIN INC							
	I-84060	BEAVER OF WISCONSIN INC	R	3/18/2014		271.00CR	070863	271.00
5542	BROADBAND SOLUTIONS INC							
	I-162117	BROADBAND SOLUTIONS INC	R	3/18/2014		158.25CR	070864	158.25
0038	BROADWAY AUTOMOTIVE INC							
	I-271824P	BROADWAY AUTOMOTIVE INC	R	3/18/2014		6.05CR	070865	
	I-694807P	BROADWAY AUTOMOTIVE INC	R	3/18/2014		53.06CR	070865	
	I-694818P	BROADWAY AUTOMOTIVE INC	R	3/18/2014		136.42CR	070865	
	I-695667P	BROADWAY AUTOMOTIVE INC	R	3/18/2014		143.16CR	070865	338.69

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

3/12/2014 4:06 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04303 MAR 2014 COUNCIL - 2 3-18-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-201403123140	BROWN COUNTY HIGHWAY DEPARTMEN	R	3/18/2014		279.65CR	070866	279.65
2944	BROWN COUNTY JAIL							
	I-201403123141	BROWN COUNTY JAIL	R	3/18/2014		1,360.00CR	070867	1,360.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-24305	BROWN COUNTY PORT SOLID WASTE	R	3/18/2014		11,945.67CR	070868	11,945.67
1784	CARLSON DETTMANN CONSULTING							
	I-747	CARLSON DETTMANN CONSULTING	R	3/18/2014		500.00CR	070869	500.00
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-1175	CHOICE1 HEALTH CARE SERVICES L	R	3/18/2014		274.45CR	070870	274.45
6843	CIVIC SYSTEMS, LLC							
	I-CVC11674	CIVIC SYSTEMS, LLC	R	3/18/2014		1,950.00CR	070871	1,950.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8908	CLEANING SOLUTION SERVICES INC	R	3/18/2014		101.68CR	070872	
	I-05-8909	CLEANING SOLUTION SERVICES INC	R	3/18/2014		128.29CR	070872	229.97
0217	COUNTRY VISIONS COOPERATIVE							
	I-201403123142	COUNTRY VISIONS COOPERATIVE	R	3/18/2014		26.99CR	070873	26.99
0069	DE PERE GREENHOUSE INC							
	I-12001	DE PERE GREENHOUSE INC	R	3/18/2014		49.95CR	070874	
	I-12021	DE PERE GREENHOUSE INC	R	3/18/2014		125.00CR	070874	174.95
3590	LAWRENCE DELO							
	I-201403123143	LAWRENCE DELO	R	3/18/2014		153.27CR	070875	153.27
0075	DIGGERS HOTLINE INC							
	I-0114DEPER	DIGGERS HOTLINE INC	R	3/18/2014		70.00CR	070876	
	I-140 1 36402	DIGGERS HOTLINE INC	R	3/18/2014		12.18CR	070876	
	I-140 2 36401	DIGGERS HOTLINE INC	R	3/18/2014		111.22CR	070876	193.40
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0214-156	EMPLOYEE RESOURCE CENTER INC	R	3/18/2014		335.00CR	070877	335.00
1930	EQUIFAX VERIFICATION SERVICES							
	I-9187970773	EQUIFAX VERIFICATION SERVICES	R	3/18/2014		24.95CR	070878	24.95

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

3/12/2014 4:06 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04303 MAR 2014 COUNCIL - 2 3-18-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0091	FASTENAL COMPANY							
	I-WIGRE286135	FASTENAL COMPANY	R	3/18/2014		36.74CR	070879	36.74
0092	FEAKER & SONS CO INC							
	I-20310	FEAKER & SONS CO INC	R	3/18/2014		2,059.50CR	070880	
	I-20311	FEAKER & SONS CO INC	R	3/18/2014		5,101.00CR	070880	
	I-20312	FEAKER & SONS CO INC	R	3/18/2014		2,490.50CR	070880	9,651.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-145555	FERGUSON WATERWORKS #1476 INC	R	3/18/2014		200.00CR	070881	200.00
2627	FESTIVAL FOODS INC							
	C-201403123146	FESTIVAL FOODS INC	R	3/18/2014		2.00	070882	
	I-201403123144	FESTIVAL FOODS INC	R	3/18/2014		2.89CR	070882	
	I-201403123145	FESTIVAL FOODS INC	R	3/18/2014		6.08CR	070882	6.97
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-12696	FIRE APPARATUS & EQUIPMENT INC	R	3/18/2014		51.79CR	070883	51.79
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-126728	FIRE-SAFETY CONSULTING & SERVI	R	3/18/2014		235.00CR	070884	235.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2358172-00	FIRST SUPPLY GREEN BAY LLC	R	3/18/2014		26.10CR	070885	
	I-2371545-00	FIRST SUPPLY GREEN BAY LLC	R	3/18/2014		24.78CR	070885	50.88
0105	FOX SPECIALITY COMPANY							
	I-27237	FOX SPECIALITY COMPANY	R	3/18/2014		77.62CR	070886	77.62
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000212233	FOX VALLEY TECHNICAL COLLEGE	R	3/18/2014		530.00CR	070887	530.00
0562	GALL'S INC							
	I-1653559	GALL'S INC	R	3/18/2014		144.30CR	070888	144.30
1891	GANNETT WI MEDIA							
	I-7869787	GANNETT WI MEDIA	R	3/18/2014		36.00CR	070889	36.00
1	GASIOR, CONNIE							
	I-201403123147	REFUND AEROBICS	R	3/18/2014		46.00CR	070890	46.00
0111	GAT SUPPLY INC							
	I-23604	GAT SUPPLY INC	R	3/18/2014		79.33CR	070891	79.33

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0116	GRAINGER INC							
	I-9370147259	GRAINGER INC	R	3/18/2014		101.16CR	070892	101.16
3521	HD SUPPLY WATERWORKS LTD							
	I-C002540	HD SUPPLY WATERWORKS LTD	R	3/18/2014		97.50CR	070893	97.50
5535	HOLUBAR CONST CO INC							
	I-3978	HOLUBAR CONST CO INC	R	3/18/2014		1,450.00CR	070894	1,450.00
5484	HYDRO DESIGNS INC							
	I-31584-IN	HYDRO DESIGNS INC	R	3/18/2014		2,876.00CR	070895	
	I-31661-IN	HYDRO DESIGNS INC	R	3/18/2014		1,415.00CR	070895	4,291.00
1399	INDOFF INC							
	I-2413957	INDOFF INC	R	3/18/2014		309.83CR	070896	
	I-2414181	INDOFF INC	R	3/18/2014		77.87CR	070896	
	I-2414182	INDOFF INC	R	3/18/2014		44.89CR	070896	
	I-2415290	INDOFF INC	R	3/18/2014		274.55CR	070896	
	I-2415321	INDOFF INC	R	3/18/2014		410.66CR	070896	
	I-2416287	INDOFF INC	R	3/18/2014		152.28CR	070896	
	I-2416925	INDOFF INC	R	3/18/2014		9.93CR	070896	
	I-2417393	INDOFF INC	R	3/18/2014		107.03CR	070896	
	I-2418843	INDOFF INC	R	3/18/2014		44.98CR	070896	
	I-2420838	INDOFF INC	R	3/18/2014		910.96CR	070896	2,342.98
5778	INSITUFORM TECHNOLOGIES USA INC							
	I-13-06 (1)	INSITUFORM TECHNOLOGIES USA IN	R	3/18/2014		104,782.81CR	070897	104,782.81
2602	JOSSART BROTHERS INC							
	I-2776	JOSSART BROTHERS INC	R	3/18/2014		3,424.75CR	070898	3,424.75
1276	JX ENTERPRISES INC							
	C-D-231930049	JX ENTERPRISES INC	R	3/18/2014		124.00	070899	
	C-D-240510052	JX ENTERPRISES INC	R	3/18/2014		55.36	070899	
	I-D-233390029	JX ENTERPRISES INC	R	3/18/2014		4.86CR	070899	
	I-D-240430141	JX ENTERPRISES INC	R	3/18/2014		164.20CR	070899	
	I-D-240490085	JX ENTERPRISES INC	R	3/18/2014		48.73CR	070899	
	I-D-240500043	JX ENTERPRISES INC	R	3/18/2014		375.44CR	070899	
	I-D-240500144	JX ENTERPRISES INC	R	3/18/2014		44.77CR	070899	
	I-D-240510066	JX ENTERPRISES INC	R	3/18/2014		3.82CR	070899	
	I-D-240520090	JX ENTERPRISES INC	R	3/18/2014		566.23CR	070899	
	I-D-240520093	JX ENTERPRISES INC	R	3/18/2014		22.79CR	070899	
	I-D-240550115	JX ENTERPRISES INC	R	3/18/2014		2.81CR	070899	
	I-D-240570016	JX ENTERPRISES INC	R	3/18/2014		33.06CR	070899	
	I-D-240570024	JX ENTERPRISES INC	R	3/18/2014		10.06CR	070899	
	I-D-240620084	JX ENTERPRISES INC	R	3/18/2014		23.27CR	070899	
	I-D-240630042	JX ENTERPRISES INC	R	3/18/2014		3.10CR	070899	
	I-d-240570113	JX ENTERPRISES INC	R	3/18/2014		65.13CR	070899	
	I-d-240580040	JX ENTERPRISES INC	R	3/18/2014		6.18CR	070899	1,195.09

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/18/2014			070900	**VOID**
1509	KNOX COMPANY							
	I-INV00627311	KNOX COMPANY	R	3/18/2014		32.00CR	070901	32.00
4584	KRUCZEK CONST INC							
	I-13-01 (7) FINAL	KRUCZEK CONST INC	R	3/18/2014		44,503.00CR	070902	44,503.00
6914	L C UNITED PAINTING							
	I-404-13-01 (1)	L C UNITED PAINTING	R	3/18/2014		307,500.00CR	070903	307,500.00
0153	LAFORCE INC							
	I-799862 RI	LAFORCE INC	R	3/18/2014		52.00CR	070904	52.00
0156	LAWSON PRODUCTS INC							
	I-9302262990	LAWSON PRODUCTS INC	R	3/18/2014		491.63CR	070905	
	I-9302269522	LAWSON PRODUCTS INC	R	3/18/2014		127.74CR	070905	
	I-9302273443	LAWSON PRODUCTS INC	R	3/18/2014		254.58CR	070905	
	I-9302278073	LAWSON PRODUCTS INC	R	3/18/2014		92.92CR	070905	966.87
3625	MAGIKIST LTD							
	I-201403123148	MAGIKIST LTD	R	3/18/2014		135.60CR	070906	135.60
5269	MASTERFILES INC							
	I-2908031401	MASTERFILES INC	R	3/18/2014		26.25CR	070907	26.25
0173	MENARDS INC							
	I-36305	MENARDS INC	R	3/18/2014		41.62CR	070908	
	I-36346	MENARDS INC	R	3/18/2014		43.74CR	070908	
	I-36753	MENARDS INC	R	3/18/2014		200.37CR	070908	285.73
1630	BRIAN MITCHELL							
	I-314	BRIAN MITCHELL	R	3/18/2014		518.00CR	070909	518.00
0531	NORTHEAST AUTO PARTS INC							
	I-286984	NORTHEAST AUTO PARTS INC	R	3/18/2014		26.07CR	070910	
	I-287519	NORTHEAST AUTO PARTS INC	R	3/18/2014		11.96CR	070910	
	I-287550	NORTHEAST AUTO PARTS INC	R	3/18/2014		15.10CR	070910	
	I-287591	NORTHEAST AUTO PARTS INC	R	3/18/2014		9.67CR	070910	
	I-287608	NORTHEAST AUTO PARTS INC	R	3/18/2014		22.94CR	070910	
	I-287630	NORTHEAST AUTO PARTS INC	R	3/18/2014		14.98CR	070910	
	I-287730	NORTHEAST AUTO PARTS INC	R	3/18/2014		44.56CR	070910	
	I-287741	NORTHEAST AUTO PARTS INC	R	3/18/2014		13.94CR	070910	
	I-287777	NORTHEAST AUTO PARTS INC	R	3/18/2014		149.19CR	070910	
	I-287802	NORTHEAST AUTO PARTS INC	R	3/18/2014		5.99CR	070910	
	I-287812	NORTHEAST AUTO PARTS INC	R	3/18/2014		26.22CR	070910	
	I-287817	NORTHEAST AUTO PARTS INC	R	3/18/2014		5.74CR	070910	
	I-287860	NORTHEAST AUTO PARTS INC	R	3/18/2014		49.70CR	070910	
	I-287878	NORTHEAST AUTO PARTS INC	R	3/18/2014		35.61CR	070910	431.67

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/18/2014			070911	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000089414	NORTHEAST WI TECH COLLEGE	R	3/18/2014		575.88CR	070912	575.88
6260	NORTHERN SOUND & VIDEO LLC							
	I-1856	NORTHERN SOUND & VIDEO LLC	R	3/18/2014		250.26CR	070913	250.26
0499	PACK AND SHIP LLC							
	I-201403123151	PACK AND SHIP LLC	R	3/18/2014		21.71CR	070914	21.71
0197	PACKER CITY INTERNATIONAL INC							
	I-1-240300031	PACKER CITY INTERNATIONAL INC	R	3/18/2014		1,861.66CR	070915	
	I-1-240590095	PACKER CITY INTERNATIONAL INC	R	3/18/2014		182.67CR	070915	2,044.33
0208	POMP'S TIRE SERVICE INC							
	I-90013806	POMP'S TIRE SERVICE INC	R	3/18/2014		4.95CR	070916	4.95
1246	PREVEA WORKMED INC							
	I-88793	PREVEA WORKMED INC	R	3/18/2014		27.75CR	070917	27.75
6906	READER PLUMBING & SEPTIC INC.							
	I-58047	READER PLUMBING & SEPTIC INC.	R	3/18/2014		346.76CR	070918	
	I-58048	READER PLUMBING & SEPTIC INC.	R	3/18/2014		205.68CR	070918	
	I-58049	READER PLUMBING & SEPTIC INC.	R	3/18/2014		351.47CR	070918	903.91
0227	REINDERS INC							
	I-1475846-00	REINDERS INC	R	3/18/2014		4,995.00CR	070919	4,995.00
1	RENNERT'S FIRE EQUIP SERV							
	I-30024	30024	R	3/18/2014		24.68CR	070920	24.68
0681	ROGAN'S SHOES							
	I-214216	ROGAN'S SHOES	R	3/18/2014		100.00CR	070921	100.00
5632	RW MANAGEMENT GROUP INC							
	I-314-642	RW MANAGEMENT GROUP INC	R	3/18/2014		9,000.00CR	070922	9,000.00
4864	SAM'S CLUB							
	I-2155	SAM'S CLUB	R	3/18/2014		4.97CR	070923	
	I-4427	SAM'S CLUB	R	3/18/2014		27.17CR	070923	
	I-6127	SAM'S CLUB	R	3/18/2014		7.24CR	070923	
	I-6573	SAM'S CLUB	R	3/18/2014		4.37CR	070923	
	I-8283	SAM'S CLUB	R	3/18/2014		7.48CR	070923	51.23

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0242	SCOTT CONSTRUCTION INC							
	I-10863MB	SCOTT CONSTRUCTION INC	R	3/18/2014		1,711.28CR	070924	1,711.28
2953	SHERWIN INDUSTRIES INC							
	I-SS054095	SHERWIN INDUSTRIES INC	R	3/18/2014		860.00CR	070925	860.00
0999	STAPLES ADVANTAGE							
	I-3219940326	STAPLES ADVANTAGE	R	3/18/2014		1.65CR	070926	1.65
0255	STELLPFLUG LAW SC							
	I-406-01M (216)	STELLPFLUG LAW SC	R	3/18/2014		1,127.09CR	070927	1,127.09
0258	SUPERIOR CHEMICAL CORP							
	I-52333	SUPERIOR CHEMICAL CORP	R	3/18/2014		106.80CR	070928	106.80
1528	TEAM APPAREL & SPECIALTIES INC							
	I-78022	TEAM APPAREL & SPECIALTIES INC	R	3/18/2014		153.65CR	070929	
	I-78227	TEAM APPAREL & SPECIALTIES INC	R	3/18/2014		460.50CR	070929	614.15
0268	TRUCK EQUIPMENT INC							
	C-575276	TRUCK EQUIPMENT INC	R	3/18/2014		45.35	070930	
	I-10270	TRUCK EQUIPMENT INC	R	3/18/2014		111.38CR	070930	
	I-10273	TRUCK EQUIPMENT INC	R	3/18/2014		24.22CR	070930	
	I-10335	TRUCK EQUIPMENT INC	R	3/18/2014		478.78CR	070930	
	I-10345	TRUCK EQUIPMENT INC	R	3/18/2014		22.78CR	070930	
	I-10388	TRUCK EQUIPMENT INC	R	3/18/2014		430.00CR	070930	
	I-576173	TRUCK EQUIPMENT INC	R	3/18/2014		31.52CR	070930	1,053.33
0272	UNIFORM SHOPPE INC							
	I-228963	UNIFORM SHOPPE INC	R	3/18/2014		109.90CR	070931	
	I-229121	UNIFORM SHOPPE INC	R	3/18/2014		25.90CR	070931	
	I-229528	UNIFORM SHOPPE INC	R	3/18/2014		113.90CR	070931	
	I-229690	UNIFORM SHOPPE INC	R	3/18/2014		109.95CR	070931	
	I-229691	UNIFORM SHOPPE INC	R	3/18/2014		62.85CR	070931	422.50
4696	US CELLULAR							
	I-27079588	US CELLULAR	R	3/18/2014		220.04CR	070932	220.04
1229	UTILITY SALES AND SERVICE INC							
	I-127991-IN	UTILITY SALES AND SERVICE INC	R	3/18/2014		481.84CR	070933	481.84
3479	VANVONDEREN EXCAVATING, STEVE							
	I-201403123156	VANVONDEREN EXCAVATING, STEVE	R	3/18/2014		295.00CR	070934	295.00

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

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PACKET: 04303 MAR 2014 COUNCIL - 2 3-18-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5518	WEIER, BETH							
	I-201403123157	WEIER, BETH	R	3/18/2014		2.24CR	070935	2.24
0282	WESCO DISTRIBUTION INC							
	I-616833	WESCO DISTRIBUTION INC	R	3/18/2014		166.14CR	070936	
	I-626954	WESCO DISTRIBUTION INC	R	3/18/2014		93.53CR	070936	259.67
0291	WI DEPT OF JUSTICE TIME	MADISON						
	I-201403123158	WI DEPT OF JUSTICE TIME	R	3/18/2014		126.00CR	070937	126.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-2027274	WI DEPT OF NATURAL RESOURCES	R	3/18/2014		8,250.32CR	070938	
	I-2027658	WI DEPT OF NATURAL RESOURCES	R	3/18/2014		1,324.86CR	070938	9,575.18
1181	WI PARK AND RECREATION ASSOC							
	I-201403123159	WI PARK AND RECREATION ASSOC	R	3/18/2014		75.00CR	070939	75.00
0548	WI RURAL WATER ASSOC							
	I-201403123160	WI RURAL WATER ASSOC	R	3/18/2014		460.00CR	070940	460.00
6913	WILDLIFE MANAGEMENT SERVICES							
	I-P084366	WILDLIFE MANAGEMENT SERVICES	R	3/18/2014		8,042.50CR	070941	8,042.50
0300	ZARNOTH BRUSH WORKS INC							
	I-148112-IN	ZARNOTH BRUSH WORKS INC	R	3/18/2014		357.50CR	070942	
	I-148125-IN	ZARNOTH BRUSH WORKS INC	R	3/18/2014		110.90CR	070942	468.40

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	87	0.00	552,034.40	552,034.40
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	89	0.00	552,034.40	552,034.40

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

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PACKET: 04303 MAR 2014 COUNCIL - 2 3-18-14

VENDOR SET: 01

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	3/2014	61,711.12CR
201	3/2014	157.43CR
208	3/2014	255.77CR
209	3/2014	250.26CR
405	3/2014	149,285.81CR
415	3/2014	4,995.00CR
460	3/2014	1,450.00CR
601	3/2014	331,208.31CR
650	3/2014	2,720.70CR
=====		
ALL		552,034.40CR

Attachment: 3-18-14 VOUCHERS (1995 : Voucher Approval.)

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

MEETING DATE: March 18, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 03-18-14 Operator License List (PDF)

CITY OF DE PERE - MARCH 18, 2014					
ITEM	NAME	ADDRESS	CITY	ST	54115
Previously Tabled Operator License Applications					
1	CAYO, CRAIG S.	1020 W. SPRING ST.	APPLETON	WI	54914
2	COFFEY, HEATHER M.	1848 VERLIN RD., APT. 8	GREEN BAY	WI	54302
3	CORRIGAN, NICOLE L.	733 OAK ST.	DE PERE	WI	54115
4	PAUL, CINDY L.	1680 W. MAIN CIRCLE #86	DE PERE	WI	54115
5	TELLER, DAOMA M.	1220 S. ERIE ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	ACHTEN, JAY G.	1190 DREWS DR.	DE PERE	WI	54115
2	DAY, DENNIS R.	1720 SUNNYSIDE LN.	DE PERE	WI	54115
3	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
Operator License Applications for the 2012-2014 Licensing Period					
1	BAUER, ALICIA S.	W1534 HWY 151	CHILTON	WI	53014
2	VANDER BLOOMEN, KELSEY E.	1336 S. OAKLAND AVE.	GREEN BAY	WI	54304