Common Council

335 South Broadway

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

Regular Meeting

Agenda

Tuesday, March 15, 2016 **7:30 PM** **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 15, 2016** 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 1, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an application for Change of Agent submitted by Keep Em Rollin LLC.
6. Recommendation from the License Committee on an application for a Class "B" Beer & "Class B" Liquor License for Waseda Farms Market, 330 Reid St., De Pere, WI. Submitted by Waseda Farms, LLC, Agent: Matthew Lutsey, 1998 Kettle Creek Dr., De Pere WI 54115.
7. Recommendation from the Board of Public Works to Award the Bid for Project 16-02 Street Reconstruction to Jossart Brothers, Inc. in the Amount of $2,459,111.00.
8. Recommendation from the Board of Public Works to Award the Bid for Project 16-14 Optimist Ball Diamond Relocation to Peters Concrete Company in the Amount of $229,189.50.
9. Recommendation from the Board of Public Works to Award the Bid for Project 16-15 Sewer Cleaning & Televising to Speedy Clean Drain and Sewer in the Amount of $43,474.00.
10. Recommendation from the Board of Park Commissioners to consider donation request from De Pere Baseball to install batting cage at Southwest Park.
11. Recommendation from the Finance & Personnel Committee to accept donation of 250 Carbon Monoxide Detectors from Jarden Safety Company.
12. Resolution #16-29, Disallowance of Claim (Joel and Shannon Van De Hei).
13. Preliminary Resolution #16-30, Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703, Sanitary Sewer, Storm Sewer, Water Main, and Storm Water Management Pond Construction on Richco Road from American Boulevard to Red Maple Road.
14. Resolution #16-31, Authorizing Agreement for Contractor Services Between the City of De Pere and Ferguson Waterworks (2016 Hydrant Painting).

15. Resolution #16-32, Authorizing Agreement for Consulting Services Between the City of De Pere and River Valley Testing Corp. (2016 Soil Boring).
16. Resolution #16-33, Authorizing Consulting Services Agreement Between the City of De Pere and Bay Area Testing & Consulting, LLC (2016 Materials Testing).
17. Resolution #16-34, Approving Agreements For Consulting Services Between The City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antenna Installations).
18. Resolution #16-35, Authorizing a Petition to the Wisconsin Office of the Commissioner of Railroads for Modification and Alteration of the Roadway Spur Crossing - Fortune Avenue by the City of De Pere.
19. Resolution #16-36, Approving 2015 Annual Report under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Department of Natural Resources (DNR).
20. Resolution #16-37, Authorizing Sale and Software License Agreement with MorphoTrack, LLC (Finger Print Scanner).
21. Resolution #16-38, Authorizing Donating Abandoned Bicycles to Area Children in Need.
22. Resolution #16-39, Regarding Police Department "Police and Community Kids" (P.A.C.K) Program and Authorizing Solicitation of Donations for Funding of the Same.
23. Resolution #16-40, Accepting Bid of Province Builders & Realty, Inc. to Purchase Parcel ED-2688 (741 Killarny Trail).
24. Consideration of disposition of Parcels ED-2679 and ED-2714
25. Approve repair to Roof Top Unit at City Hall.
26. Discussion regarding Stadium Tax Rebate Survey results.
27. Voucher Approval.
28. Operator License Applications.
29. Future agenda items.
30. 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.

<u>Agenda Sent To:</u>
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Matthew Lutsey, Waseda Farms

Jossart Brothers Inc.
Speedy Clean Drain & Sewer
Peters Concrete Company
Tom Riesenberg, Province Builders & Realty Inc
Tom Berceau, Tom Berceau Construction LLC
John & Lisa Dougherty, John & Lisa Dougherty Revocable Living Trust
Kenneth Stock
Christopher McKeefry, Keep Em Rollin LLC

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Approval of the Minutes of the March 1, 2016 Common Council Meeting.**

ATTACHMENTS:

- 3-01-2016 Common Council Minutes (DOC)

Common Council

335 South Broadway

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

Regular Meeting

Draft Minutes

Tuesday, March 1, 2016 **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to order. The Common Council Meeting was called to order on March 1, 2016 at 7:30 PM De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
Kevin Bauer	Alderperson	Present
James Boyd	Alderperson	Present
Scott Crevier	Alderperson	Present
Michael Donovan	Alderperson	Present
Jim Kneiszel	Alderperson	Present
Larry Lueck	Alderperson	Present
Dean Raasch	Alderperson	Present
Lisa Rafferty	Alderperson	Present

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the February 17, 2016 Common Council Meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

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

5. Recommendation from the Board of Park Commissioners to accept $500 Donation from De Pere Optimist Club.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

6. Recommendation from the Board of Park Commissioners to accept $500 Donation from De Pere Optimist Club for Easter Egg Hunt.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

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

Attachment: 3-01-2016 Common Council Minutes (4467 : Approval of the Minutes of the March 1, 2016 Common Council Meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Resolution #16-24, Authorizing Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road.

Alderperson Bauer asked about environmental issues in this area; City Economic Development and Planning Director Kim Flom explained that a Phase I Environmental report and limited soil sampling will be performed on this property.
Alderperson Kneiszel stated for the record that he is opposed to this acquisition and will vote against it.
Discussion followed regarding the Southern Bridge project and the facilitation of development along Southbridge Road.

RESULT:	**ADOPTED [6 TO 2]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Donovan, Lueck, Raasch, Rafferty
NAYS:	Scott Crevier, Jim Kneiszel

9. Resolution #16-25, Authorizing Facility Cooperation Agreement Between the City of De Pere and the School District of West De Pere.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Resolution #16-26, Authorizing Castle Art & Import Independent Contractor Agreement (Henna Art Instruction).

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

11. Resolution #6-27, Authorizing Wisconsin Parkour LLC Independent Contractor Agreement (Outdoor Fitness Programming).

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

12. Resolution #16-28, Terminating Restrictive Covenant (Nicolet Square Parking Mall).

Attachment: 3-01-2016 Common Council Minutes (4467 : Approval of the Minutes of the March 1, 2016 Common Council Meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

13. Appointment and re-appointment to Board and Commission by Mayor Walsh.

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

14. Voucher Approval.

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

15. Operator License Applications.

CITY OF DE PERE -March 1, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	NAPIER JR., ROGER A.	1975 SCHEURING RD.	DE PERE	WI	54115
2	SEDOVIC, JAMES R.	308 LIBAL ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	ACHTEN, JAY G.	1190 DREWS DRIVE	DE PERE	WI	54115
2	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
3	TOWSLEE, DEBORAH L.	1313 FRANCO CT.	DE PERE	WI	54115
4	VANDEHEI, ANN L.	1400 ADAM DR.	DE PERE	WI	54115
5	VANDEHEI, DAVID J.	1400 ADAM DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ANDERSON, RAYVEN D.	1489 BOYD ST.	GREEN BAY	WI	54301
2	BARTEL, DONNA K.	513 W. MAIN ST.	CHILTON	WI	53014
3	BEAUCHAMP, NICHOLAS J.	890 HOWARD ST.	GREEN BAY	WI	54303
4	COADY, NICHOLAS J.	3146 COUNTY ROAD PP	DE PERE	WI	54115
5	DUDLEY, SCOTT J.	1774 BOLAND RD.	GREEN BAY	WI	54303
6	GODFREY, NICOLE M.	1307 N. PLATTEN ST	GREEN BAY	WI	54303
7	GROTH, ELIZABETH A.	N6781 W. HWY A	GLENBEULAH	WI	53023
8	LACROIX, MICHAEL S.	1330 PACKERLAND DR. #8	GREEN BAY	WI	54304
9	MCKEEFRY, CHRISTOPHER L.	1122 COUNTRYSIDE DR.	DE PERE	WI	54115
10	PHILLIPS, DAVID J.	1214 MICHALINE DR.	GREEN BAY	WI	54304
11	SCHIERLAND, KURT J.	237 COOLIDGE ST.	GREEN BAY	WI	54301
12	SPICE, TRICIA L.	2387 KUBALE LN.	GREEN BAY	WI	54313
13	WERY, MATTHEW J.	615 LEWIS ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Raasch to table Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve Temporary Operator License Applications #1-5. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Raasch to approve Operator License Applications #1-4, 6-10, and 12-13 and to table Operator License Applications #5 and 11. Upon vote, motion carried unanimously.

Attachment: 3-01-2016 Common Council Minutes (4467 : Approval of the Minutes of the March 1, 2016 Common Council Meeting.)

16. Future agenda items. None.

17. Adjournment.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to adjourn the meeting at 7:47 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

Attachment: 3-01-2016 Common Council Minutes (4467 : Approval of the Minutes of the March 1, 2016 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Recommendation from the License Committee on an application for Change of Agent submitted by Keep Em Rollin LLC.**

ATTACHMENTS:

- CHANGE OF AGENT_ISLAND SUSHI (PDF)

Change of Agent - No Fee

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number:

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

For the license period beginning _____ 20 ____ ;
ending June 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } De Pere

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
   hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ _____

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Christopher McKeefry	1122 Countryside Drive	De Pere WI
Vice President/Member	Eric Jansen		
Secretary/Member	Jayson Wertel	409 Main Ave	De Pere 54115
Treasurer/Member	Travis Lange	1332 Doblon St.	54302
Agent ▶	Christopher McKeefry		
Directors/Managers			

3. Trade Name ▶ Island Sushi Business Phone Number 920-632-6797
4. Address of Premises ▶ 101 Fort Howard Ave Post Office & Zip Code ▶ 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☒ Yes ☐ No
   (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st, 2nd 3rd floor patio
10. Legal description (omit if street address is given above): Restaurant
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
    (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 23rd day of February, 20 16

Emily Tobrson
(Clerk/Notary Public)

My commission expires 8-3-18

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

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

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

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Recommendation from the License Committee on an application for a Class "B" Beer & "Class B" Liquor License for Waseda Farms Market, 330 Reid St., De Pere, WI. Submitted by Waseda Farms, LLC, Agent: Matthew Lutsey, 1998 Kettle Creek Dr., De Pere WI 54115.**

ATTACHMENTS:

- Waseda Farms (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.:	FEIN Number: 826-3348258
LICENSE REQUESTED ▶	
TYPE	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☒ Class B liquor / wine	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 30—
TOTAL FEE	$

For the license period beginning _____ 20 _____ ;
ending June 30 20 16

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

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

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ WASEDA FARMS, LLC
An **"Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.** List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	Matthew T Lutsey	1998 Kettle Creek DR	DePere WI 54115
Vice President/Member	Thomas J Lutsey	1676 Remington Ridge	DePere WI 54115
Secretary/Member			
Treasurer/Member			
Agent ▶	Matthew Lutsey		
Directors/Managers			

3. Trade Name ▶ WASEDA FARMS MARKET Business Phone Number 920 632 7271
4. Address of Premises ▶ 330 REID ST. DEPERE WI Post Office & Zip Code ▶ 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☐ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2008 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Retail Grocery Store w/Storage, Deli & Meat cutting Room
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? WASEDA FARMS, LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of July 20 15

LISA A. WRIGHT
NOTARY PUBLIC
STATE OF WISCONSIN

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

(Clerk/Notary Public)

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

My commission expires 5/24/19

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

TO BE COMPLETED BY CLERK

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

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☑ City of De Pere County of Brown

The undersigned duly authorized officer(s)/members/managers of WASEDA FARMS, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
WASEDA FARMS MARKET
(trade name)

located at 330 Reid St. DePere WI 54115

appoints Matthew T. Lutsey
(name of appointed agent)
1998 Kettle Creek Dr DePere WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 6 yrs

Place of residence last year 1998 Kettle Creek Dr. DePere WI 54115

For: WASEDA FARMS LLC
(name of corporation/organization/limited liability company)

By: [signature]
(signature of Officer/Member/Manager)

And: [signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Matthew T. Lutsey, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] (signature of agent) _____ (date) Agent's age 39

1998 Kettle Creek Dr DePere WI (home address of agent) Date of birth 2/11/76

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ (date) by _____ (signature of proper local official) Title _____ (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Lutsey	THOMAS	JAY

Home Address *(street/route)*	Post Office	City	State	Zip Code
1675 Remington Ridge		DePere	WI	54115

Home Phone Number	Age	Date of Birth	Place of Birth
920 217 3210		10-2-48	USA

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual.**

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Member *(Officer/Director/Member/Manager/Agent)* of WASEDA FARMS LLC *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 66 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☒ No
   If yes, identify. *(Name, Location and Type of License/Permit)*
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No
   If yes, identify. *(Name of Wholesale Licensee or Permittee)* *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Lutsey Enterprises	P.O. Box 22074, GB, WI	1980	Current
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 30th day of July, 2015

Lisa A. Wright *(Clerk/Notary Public)*

My commission expires 5/24/19

LISA A. WRIGHT
NOTARY PUBLIC
STATE OF WISCONSIN

(Signature of Named Individual)

Printed on Recycled Paper

AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name *(please print)* *(last name)*	*(first name)*	*(middle name)*
Lutsey	Matthew	Thomas

Home Address *(street/route)*	Post Office	City	State	Zip Code
1998 Kettle Creek Dr		DePere	WI	54115

Home Phone Number	Age	Date of Birth	Place of Birth
404 788 1218	39	02/11/76	USA

The *above named individual* provides the following information as a person who is *(check one)*:

☐ Applying for an alcohol beverage license as an **individual.**

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ Managing Member of WASEDA FARMS LLC
(Officer/Director/Member/Manager/Agent) *(Name of Corporation, Limited Liability Company or Nonprofit Organization)*

which is making application for an alcohol beverage license.

The *above named individual* provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 6 yrs
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ..... ☒ Yes ☐ No
   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. *(If more room is needed, continue on reverse side of this form.)*
   OUI, 1996, Lic Revoked 6 mo
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ..... ☐ Yes ☒ No
   If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ..... ☐ Yes ☒ No
   If yes, identify.
   (Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ..... ☐ Yes ☒ No
   If yes, identify.
   (Name of Wholesale Licensee or Permittee) *(Address By City and County)*
6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Lutsey Enterprises	P.O. Box 22074 GB, WI	2007	Current
Employer's Name	Employer's Address	Employed From	To
LutseyLand Co	395 Central Park Place Atlanta GA	2005	2007

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 30th day of July, 20 15

Lisa A. Wright
(Clerk/Notary Public)

My commission expires 8/24/19

LISA A. WRIGHT
NOTARY PUBLIC
STATE OF WISCONSIN

(Signature of Named Individual)

Printed on Recycled Paper

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 15, 2016**

DEPARTMENT: **Public Works**

FROM: **Eric Rakers**

SUBJECT: **Recommendation from the Board of Public Works to Award the Bid for Project 16-02 Street Reconstruction to Jossart Brothers, Inc. in the Amount of $2,459,111.00.**

The Board of Public Works at the March 7, 2016 meeting approved the bid from Jossart Brothers, Inc. for Project 16-02 Street Reconstruction in the amount of $2,459,111.00.
The Engineering Department received bids on Project 16-02 Street Reconstruction on February 25, 2016. The project consists of utility relay due to deteriorated conditions on city streets and on Eighth Street in preparation for the WisDOT reconstruction project in 2017 and reconstruction of several city streets.

Street	FROM:	TO:	DESCRIPTION:
Oak Street	Ninth Street	Seventh Street	Sanitary, Water, Storm, Street Reconstruction
Elm Street	Ninth Street	East of Eighth Street	Sanitary, Water, Storm, Street Reconstruction
Spruce Street	Ninth Street	Eighth Street	Sanitary, Water, Storm, Street Reconstruction
Ninth Street	Cedar Street	Spruce Street	Sanitary, Water, Mill and Resurface
Eighth Street	South of Oak	Ash Street	Sanitary, Water and Street Patching

The bids received are as follows:

Contractor	Amount
Jossart Brothers, Inc.	$2,459,111.00
David Tenor Corporation	$2,490,241.40
Dorner, Inc.	$2,588,552.88
Peters Concrete Company	$2,594,393.10
De Groot, Inc.	$2,630,911.71
Carl Bowers & Sons Construction Co. Inc.	$2,658,605.25
PTS Contractors, Inc.	$2,697,036.50
Don E. Parker Excavating Inc.	$2,798,821.73
Advance Construction Inc.	$2,847,606.20

The budgeted amount from capital improvement budget is $2,638,000. Funding will be $940,000 from general obligation debt, $500,000 from the sewage revenue fund, $708,000 from the water utility fund, and $388,300 from the storm water utility fund and $101,700 from storm sewer main/lateral special assessment.
In addition, to the above funds, the project involves relocation of the sanitary sewer from the Fox River West interceptor to the Green Bay Metropolitan Sewerage District's (GBMSD) Ashwaubenon Creek Interceptor. The City will purchase capacity in the new interceptor in the amount of $17,964.50. This amount will be paid out of the sewerage revenue fund.

ATTACHMENTS:

- 16-02 Bid Tab(PDF)

PROJECT 16-02 STREET RECONSTRUCTION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				JOSSART BROS. INC.		DAVID TENOR CORPORATION		DORNER INC.		PETERS CONCRETE COMPANY		DE GROOT, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		PTS CONTRACTORS, INC.		DON E PARKER EXCAVATING INC.		ADVANCE CONSTRUCTION	
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	UNIT PRICE	AMOUNT BID
SANITARY SEWER																					
SS-01	Provide 12" PVC Sanitary Sewer (Natural Backfill)	LF	330	$ 58.00	$ 19,140.00	$ 90.00	$ 29,700.00	$ 60.00	$ 19,800.00	$ 49.00	$ 16,170.00	$ 52.32	$ 17,265.60	$ 52.00	$ 17,160.00	$ 60.00	$ 19,800.00	$ 54.95	$ 18,133.50	$ 100.00	$ 33,000.00
SS-02	Remove and Relay 12" PVC Sanitary Sewer	LF	1900	$ 79.00	$ 150,100.00	$ 75.00	$ 142,500.00	$ 85.00	$ 161,500.00	$ 86.80	$ 164,920.00	$ 74.98	$ 142,462.00	$ 83.00	$ 157,700.00	$ 106.00	$ 201,400.00	$ 87.30	$ 165,870.00	$ 110.00	$ 209,000.00
SS-03	Remove and Relay 8" PVC Sanitary Sewer	LF	2250	$ 64.00	$ 144,000.00	$ 64.00	$ 144,000.00	$ 70.00	$ 157,500.00	$ 74.00	$ 166,500.00	$ 65.11	$ 146,497.50	$ 75.00	$ 168,750.00	$ 68.50	$ 154,125.00	$ 69.90	$ 157,275.00	$ 83.00	$ 186,750.00
SS-04	Provide 12"X6" or 12"X4" Sanitary Wye	EA	42	$ 200.00	$ 8,400.00	$ 185.00	$ 7,770.00	$ 169.00	$ 7,098.00	$ 220.00	$ 9,240.00	$ 562.71	$ 23,633.82	$ 250.00	$ 10,500.00	$ 270.00	$ 11,340.00	$ 250.00	$ 10,500.00	$ 170.00	$ 7,140.00
SS-05	Provide 8"X6" or 8"X4" Sanitary Wye	EA	47	$ 100.00	$ 4,700.00	$ 100.00	$ 4,700.00	$ 64.00	$ 3,008.00	$ 120.00	$ 5,640.00	$ 460.94	$ 21,664.18	$ 125.00	$ 5,875.00	$ 174.00	$ 8,178.00	$ 140.00	$ 6,580.00	$ 80.00	$ 3,760.00
SS-06	Provide Sanitary Sewer Risers	VF	35	$ 80.00	$ 2,800.00	$ 60.00	$ 2,100.00	$ 106.00	$ 3,710.00	$ 80.00	$ 2,800.00	$ 101.00	$ 3,535.00	$ 100.00	$ 3,500.00	$ 67.00	$ 2,345.00	$ 70.10	$ 2,453.50	$ 64.00	$ 2,240.00
SS-07	Remove and Replace 4" or 6" PVC Sanitary Sewer Lateral	LF	4100	$ 53.00	$ 217,300.00	$ 58.00	$ 237,800.00	$ 71.00	$ 291,100.00	$ 52.00	$ 213,200.00	$ 53.45	$ 219,145.00	$ 60.00	$ 246,000.00	$ 57.00	$ 233,700.00	$ 67.05	$ 274,905.00	$ 69.00	$ 282,900.00
SS-08	Provide 6' Diameter Sanitary Sewer Manhole (Dog House)	VF	14	$ 890.00	$ 12,460.00	$ 800.00	$ 11,200.00	$ 981.00	$ 13,734.00	$ 928.00	$ 12,992.00	$ 801.63	$ 11,222.82	$ 1,200.00	$ 16,800.00	$ 1,235.00	$ 17,290.00	$ 1,370.85	$ 19,191.90	$ 1,380.00	$ 19,320.00
SS-09	Provide 4' Diameter Sanitary Sewer Manhole	VF	150	$ 235.00	$ 35,250.00	$ 315.00	$ 47,250.00	$ 312.00	$ 46,800.00	$ 275.00	$ 41,250.00	$ 354.54	$ 53,181.00	$ 300.00	$ 45,000.00	$ 312.00	$ 46,800.00	$ 308.35	$ 46,252.50	$ 315.00	$ 47,250.00
SS-10	Provide 4' Diameter Outside Drop Sanitary Sewer Manhole	VF	22	$ 380.00	$ 8,360.00	$ 410.00	$ 9,020.00	$ 480.00	$ 10,560.00	$ 410.00	$ 9,020.00	$ 444.77	$ 9,784.94	$ 425.00	$ 9,350.00	$ 485.00	$ 10,670.00	$ 337.35	$ 7,421.70	$ 350.00	$ 7,700.00
SS-11	Provide Cleanout	EA	1	$ 300.00	$ 300.00	$ 185.00	$ 185.00	$ 368.00	$ 368.00	$ 175.00	$ 175.00	$ 303.00	$ 303.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 413.00	$ 413.00	$ 600.00	$ 600.00
SS-12	Stream Crossing (Clay Dams and Salvage & Reuse Stream Bedding)	LS	1	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 4,040.00	$ 4,040.00	$ 5,000.00	$ 5,000.00	$ 3,750.00	$ 3,750.00	$ 6,000.00	$ 6,000.00	$ 15,000.00	$ 15,000.00
SS-13	Install 24" PVC Sanitary Sewer Connection	EA	2	$ 1,500.00	$ 3,000.00	$ 3,500.00	$ 7,000.00	$ 2,383.00	$ 4,766.00	$ 1,500.00	$ 3,000.00	$ 1,717.51	$ 3,435.02	$ 2,000.00	$ 4,000.00	$ 2,240.00	$ 4,480.00	$ 2,160.00	$ 4,320.00	$ 5,000.00	$ 10,000.00
SS-14	Abandoned/Remove Sanitary Sewer and Appurtenances on Oak St	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 5,881.00	$ 5,881.00	$ 925.00	$ 925.00	$ 4,545.00	$ 4,545.00	$ 1,000.00	$ 1,000.00	$ 7,150.00	$ 7,150.00	$ 2,500.00	$ 2,500.00	$ 6,500.00	$ 6,500.00
STORM SEWER																					
ST-01	Remove and Relay 24" RCP/PVC/PP Storm Sewer (Natural Backfill)	LF	215	$ 48.00	$ 10,320.00	$ 63.00	$ 13,545.00	$ 45.00	$ 9,675.00	$ 54.00	$ 11,610.00	$ 45.96	$ 9,881.40	$ 57.00	$ 12,255.00	$ 54.00	$ 11,610.00	$ 56.50	$ 12,147.50	$ 60.00	$ 12,900.00
ST-02	Remove and Relay 12" PVC Storm Sewer	LF	110	$ 45.00	$ 4,950.00	$ 49.00	$ 5,390.00	$ 46.00	$ 5,060.00	$ 50.00	$ 5,500.00	$ 47.26	$ 5,198.60	$ 61.00	$ 6,710.00	$ 74.00	$ 8,140.00	$ 51.35	$ 5,648.50	$ 66.00	$ 7,260.00
ST-03	Provide 36" RCP/PVC/PP Storm Sewer	LF	650	$ 108.00	$ 70,200.00	$ 104.00	$ 67,600.00	$ 100.00	$ 65,000.00	$ 128.00	$ 83,200.00	$ 106.76	$ 69,394.00	$ 101.00	$ 65,650.00	$ 105.00	$ 68,250.00	$ 109.65	$ 71,272.50	$ 110.00	$ 71,500.00
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	715	$ 86.00	$ 61,490.00	$ 67.00	$ 47,905.00	$ 70.00	$ 50,050.00	$ 78.00	$ 55,770.00	$ 68.65	$ 49,084.75	$ 82.00	$ 58,630.00	$ 72.00	$ 51,480.00	$ 66.85	$ 47,797.75	$ 90.00	$ 64,350.00
ST-05	Provide 15" RCP/PVC/PP Storm Sewer	LF	800	$ 58.00	$ 46,400.00	$ 54.00	$ 43,200.00	$ 60.00	$ 48,000.00	$ 65.00	$ 52,000.00	$ 58.32	$ 46,656.00	$ 63.00	$ 50,400.00	$ 53.50	$ 42,800.00	$ 57.50	$ 46,000.00	$ 61.50	$ 49,200.00
ST-06	Provide 12" PVC Storm Sewer	LF	630	$ 45.00	$ 28,350.00	$ 49.00	$ 30,870.00	$ 46.00	$ 28,980.00	$ 49.00	$ 30,870.00	$ 52.98	$ 33,377.40	$ 62.00	$ 39,060.00	$ 65.50	$ 41,265.00	$ 54.35	$ 34,240.50	$ 60.00	$ 37,800.00
ST-07	Provide 10" PVC Storm Sewer	LF	20	$ 50.00	$ 1,000.00	$ 50.00	$ 1,000.00	$ 60.00	$ 1,200.00	$ 50.00	$ 1,000.00	$ 52.52	$ 1,050.40	$ 61.00	$ 1,220.00	$ 85.00	$ 1,700.00	$ 61.35	$ 1,227.00	$ 60.00	$ 1,200.00
ST-08	Provide 8" PVC Storm Sewer	LF	550	$ 42.00	$ 23,100.00	$ 41.00	$ 22,550.00	$ 38.00	$ 20,900.00	$ 42.00	$ 23,100.00	$ 44.83	$ 24,656.50	$ 58.00	$ 31,900.00	$ 37.00	$ 20,350.00	$ 51.60	$ 28,380.00	$ 55.00	$ 30,250.00
ST-09	Provide 24" RCP Endwall	EA	1	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00	$ 625.00	$ 625.00	$ 950.00	$ 950.00	$ 707.00	$ 707.00	$ 900.00	$ 900.00	$ 585.00	$ 585.00	$ 1,068.00	$ 1,068.00	$ 500.00	$ 500.00
ST-10	Provide 6" Connection (Core or Tee) to 36" Storm Sewer	EA	14	$ 200.00	$ 2,800.00	$ 150.00	$ 2,100.00	$ 129.00	$ 1,806.00	$ 155.00	$ 2,170.00	$ 454.50	$ 6,363.00	$ 200.00	$ 2,800.00	$ 58.00	$ 812.00	$ 245.00	$ 3,430.00	$ 205.00	$ 2,870.00

PROJECT 16-02 STREET RECONSTRUCTION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				JOSSART BROS. INC.		DAVID TENOR CORPORATION		DORNER INC.		PETERS CONCRETE COMPANY		DE GROOT, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		PTS CONTRACTORS, INC.		DON E PARKER EXCAVATING INC.		ADVANCE CONSTRUCTION	
ST-11	Provide 6" Connection (Core or Tee) to 24" Storm Sewer	EA	19	$ 200.00	$ 3,800.00	$ 150.00	$ 2,850.00	$ 129.00	$ 2,451.00	$ 155.00	$ 2,945.00	$ 454.50	$ 8,635.50	$ 200.00	$ 3,800.00	$ 58.00	$ 1,102.00	$ 245.00	$ 4,655.00	$ 205.00	$ 3,895.00
ST-12	Provide 6" Connection (Core or Tee) to Existing Storm Sewer on Eighth St	EA	17	$ 200.00	$ 3,400.00	$ 150.00	$ 2,550.00	$ 600.00	$ 10,200.00	$ 75.00	$ 1,275.00	$ 801.94	$ 13,632.98	$ 150.00	$ 2,550.00	$ 175.00	$ 2,975.00	$ 195.00	$ 3,315.00	$ 150.00	$ 2,550.00
ST-13	Provide Storm Tee 15"X 6"	EA	12	$ 300.00	$ 3,600.00	$ 570.00	$ 6,840.00	$ 556.00	$ 6,672.00	$ 155.00	$ 1,860.00	$ 883.75	$ 10,605.00	$ 650.00	$ 7,800.00	$ 210.00	$ 2,520.00	$ 600.00	$ 7,200.00	$ 533.00	$ 6,396.00
ST-14	Provide Storm Tee 12"X 6"	EA	9	$ 200.00	$ 1,800.00	$ 200.00	$ 1,800.00	$ 169.00	$ 1,521.00	$ 155.00	$ 1,395.00	$ 507.02	$ 4,563.18	$ 250.00	$ 2,250.00	$ 128.00	$ 1,152.00	$ 250.00	$ 2,250.00	$ 162.00	$ 1,458.00
ST-15	Provide Storm Tee 8"X 6"	EA	15	$ 100.00	$ 1,500.00	$ 85.00	$ 1,275.00	$ 64.00	$ 960.00	$ 90.00	$ 1,350.00	$ 304.01	$ 4,560.15	$ 150.00	$ 2,250.00	$ 187.00	$ 2,805.00	$ 130.00	$ 1,950.00	$ 61.00	$ 915.00
ST-16	Provide Storm Sewer Risers	VF	80	$ 50.00	$ 4,000.00	$ 50.00	$ 4,000.00	$ 61.00	$ 4,880.00	$ 70.00	$ 5,600.00	$ 101.00	$ 8,080.00	$ 50.00	$ 4,000.00	$ 47.00	$ 3,760.00	$ 61.40	$ 4,912.00	$ 44.00	$ 3,520.00
ST-17	Provide 6" PVC Storm Sewer Lateral	LF	3300	$ 42.00	$ 138,600.00	$ 41.00	$ 135,300.00	$ 36.00	$ 118,800.00	$ 40.00	$ 132,000.00	$ 39.27	$ 129,591.00	$ 40.00	$ 132,000.00	$ 42.50	$ 140,250.00	$ 41.60	$ 137,280.00	$ 42.00	$ 138,600.00
ST-18	Remove and Replace 6' Diameter Storm Manhole	VF	10	$ 395.00	$ 3,950.00	$ 470.00	$ 4,700.00	$ 536.00	$ 5,360.00	$ 460.00	$ 4,600.00	$ 482.67	$ 4,826.70	$ 525.00	$ 5,250.00	$ 478.00	$ 4,780.00	$ 400.10	$ 4,001.00	$ 500.00	$ 5,000.00
ST-19	Remove and Replace 5' Diameter Storm Manhole	VF	25	$ 390.00	$ 9,750.00	$ 445.00	$ 11,125.00	$ 514.00	$ 12,850.00	$ 400.00	$ 10,000.00	$ 516.03	$ 12,900.75	$ 500.00	$ 12,500.00	$ 464.00	$ 11,600.00	$ 351.10	$ 8,777.50	$ 450.00	$ 11,250.00
ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	75	$ 275.00	$ 20,625.00	$ 320.00	$ 24,000.00	$ 396.00	$ 29,700.00	$ 310.00	$ 23,250.00	$ 451.76	$ 33,882.00	$ 400.00	$ 30,000.00	$ 352.00	$ 26,400.00	$ 291.05	$ 21,828.75	$ 320.00	$ 24,000.00
ST-21	Provide Type B Inlet	EA	7	$ 1,600.00	$ 11,200.00	$ 1,785.00	$ 12,495.00	$ 1,790.00	$ 12,530.00	$ 1,865.00	$ 13,055.00	$ 1,841.74	$ 12,892.18	$ 1,600.00	$ 11,200.00	$ 2,625.00	$ 18,375.00	$ 1,575.00	$ 11,025.00	$ 1,800.00	$ 12,600.00
ST-22	Remove and Replace Type B Inlet	EA	7	$ 1,600.00	$ 11,200.00	$ 1,800.00	$ 12,600.00	$ 1,764.00	$ 12,348.00	$ 2,000.00	$ 14,000.00	$ 1,938.19	$ 13,567.33	$ 1,800.00	$ 12,600.00	$ 2,154.00	$ 15,078.00	$ 1,675.00	$ 11,725.00	$ 2,200.00	$ 15,400.00
ST-23	Install Plunge Pool and Rip Rap Swale	SY	180	$ 25.00	$ 4,500.00	$ 30.00	$ 5,400.00	$ 45.00	$ 8,100.00	$ 35.00	$ 6,300.00	$ 25.25	$ 4,545.00	$ 10.00	$ 1,800.00	$ 40.00	$ 7,200.00	$ 9.50	$ 1,710.00	$ 88.00	$ 15,840.00
ST-24	Abandon/Remove Existing Storm Sewer and Appurtenances on Elm Street	LS	1	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 3,950.00	$ 3,950.00	$ 4,545.00	$ 4,545.00	$ 1,000.00	$ 1,000.00	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
ST-25	Abandon/Remove Existing Storm Sewer and Appurtenances on Spruce Street	LS	1	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 1,300.00	$ 1,300.00	$ 2,525.00	$ 2,525.00	$ 1,000.00	$ 1,000.00	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
ST-26	Abandon/Remove Existing Storm Sewer and Appurtenances on Oak Street	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 2,250.00	$ 2,250.00	$ 3,030.00	$ 3,030.00	$ 1,000.00	$ 1,000.00	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00
ST-27	Pour-In Place Bench of Existing Manhole	EA	1	$ 500.00	$ 500.00	$ 1,300.00	$ 1,300.00	$ 466.00	$ 466.00	$ 1,000.00	$ 1,000.00	$ 959.50	$ 959.50	$ 800.00	$ 800.00	$ 335.00	$ 335.00	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00
ST-28	Provide a Temporary Storm Sewer Connection	EA	5	$ 250.00	$ 1,250.00	$ 800.00	$ 4,000.00	$ 252.00	$ 1,260.00	$ 250.00	$ 1,250.00	$ 757.50	$ 3,787.50	$ 300.00	$ 1,500.00	$ 340.00	$ 1,700.00	$ 450.00	$ 2,250.00	$ 160.00	$ 800.00
WATERMAIN																					
W-01	Provide 12" PVC Water Main – Open Cut	LF	2000	$ 70.00	$ 140,000.00	$ 66.00	$ 132,000.00	$ 73.00	$ 146,000.00	$ 77.00	$ 154,000.00	$ 68.04	$ 136,080.00	$ 70.00	$ 140,000.00	$ 83.00	$ 166,000.00	$ 86.00	$ 172,000.00	$ 80.00	$ 160,000.00
W-02	Provide 10" PVC Water Main – Open Cut	LF	670	$ 59.00	$ 39,530.00	$ 61.00	$ 40,870.00	$ 66.00	$ 44,220.00	$ 62.00	$ 41,540.00	$ 58.64	$ 39,288.80	$ 64.00	$ 42,880.00	$ 64.00	$ 42,880.00	$ 66.65	$ 44,655.50	$ 72.00	$ 48,240.00
W-03	Provide 8" PVC Water Main – Open Cut	LF	3200	$ 57.00	$ 182,400.00	$ 55.00	$ 176,000.00	$ 61.00	$ 195,200.00	$ 58.00	$ 185,600.00	$ 55.81	$ 178,592.00	$ 57.00	$ 182,400.00	$ 58.00	$ 185,600.00	$ 62.95	$ 201,440.00	$ 67.40	$ 215,680.00
W-04	Provide 6" PVC Water Main – Open Cut	LF	210	$ 55.00	$ 11,550.00	$ 51.00	$ 10,710.00	$ 70.00	$ 14,700.00	$ 54.50	$ 11,445.00	$ 62.86	$ 13,200.60	$ 56.00	$ 11,760.00	$ 69.00	$ 14,490.00	$ 84.05	$ 17,650.50	$ 62.40	$ 13,104.00
W-05	Provide 4" PVC Water Main – Open Cut	LF	25	$ 55.00	$ 1,375.00	$ 60.00	$ 1,500.00	$ 94.00	$ 2,350.00	$ 50.00	$ 1,250.00	$ 47.37	$ 1,184.25	$ 80.00	$ 2,000.00	$ 156.00	$ 3,900.00	$ 130.80	$ 3,270.00	$ 72.00	$ 1,800.00
W-06	Provide 12" Bore and Jack with 20" Steel Casing (Minimum)	LF	50	$ 525.00	$ 26,250.00	$ 345.00	$ 17,250.00	$ 500.00	$ 25,000.00	$ 528.00	$ 26,400.00	$ 432.63	$ 21,631.50	$ 600.00	$ 30,000.00	$ 608.00	$ 30,400.00	$ 712.55	$ 35,627.50	$ 475.00	$ 23,750.00
W-07	Provide 12" Valve	EA	9	$ 2,700.00	$ 24,300.00	$ 2,475.00	$ 22,275.00	$ 2,573.00	$ 23,157.00	$ 2,500.00	$ 22,500.00	$ 2,662.36	$ 23,961.24	$ 2,800.00	$ 25,200.00	$ 2,800.00	$ 25,200.00	$ 2,506.00	$ 22,554.00	$ 2,435.00	$ 21,915.00
W-08	Provide 10" Valve	EA	3	$ 2,200.00	$ 6,600.00	$ 2,040.00	$ 6,120.00	$ 2,059.00	$ 6,177.00	$ 2,050.00	$ 6,150.00	$ 2,226.04	$ 6,678.12	$ 2,300.00	$ 6,900.00	$ 2,310.00	$ 6,930.00	$ 2,050.00	$ 6,150.00	$ 1,990.00	$ 5,970.00

Attachment: 16-02 Bid Tab (4489 : BOPW Recommendation to Award Bid for Contract for Project 16-02 Street Reconstruction)

PROJECT 16-02 STREET RECONSTRUCTION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				JOSSART BROS. INC.		DAVID TENOR CORPORATION		DORNER INC.		PETERS CONCRETE COMPANY		DE GROOT, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		PTS CONTRACTORS, INC.		DON E PARKER EXCAVATING INC.		ADVANCE CONSTRUCTION	
W-09	Provide 8" Valve	EA	12	$ 1,500.00	$ 18,000.00	$ 1,390.00	$ 16,680.00	$ 1,373.00	$ 16,476.00	$ 1,400.00	$ 16,800.00	$ 1,578.63	$ 18,943.56	$ 1,600.00	$ 19,200.00	$ 1,525.00	$ 18,300.00	$ 1,450.00	$ 17,400.00	$ 1,320.00	$ 15,840.00
W-10	Provide 6" Valve	EA	5	$ 1,150.00	$ 5,750.00	$ 1,110.00	$ 5,550.00	$ 1,077.00	$ 5,385.00	$ 1,100.00	$ 5,500.00	$ 1,297.85	$ 6,489.25	$ 1,300.00	$ 6,500.00	$ 1,100.00	$ 5,500.00	$ 1,186.00	$ 5,930.00	$ 1,040.00	$ 5,200.00
W-11	Provide 4" Valve	EA	2	$ 875.00	$ 1,750.00	$ 860.00	$ 1,720.00	$ 812.00	$ 1,624.00	$ 850.00	$ 1,700.00	$ 1,052.42	$ 2,104.84	$ 1,050.00	$ 2,100.00	$ 952.00	$ 1,904.00	$ 960.00	$ 1,920.00	$ 800.00	$ 1,600.00
W-12	Provide Hydrant (6.5 Bury)	EA	12	$ 3,100.00	$ 37,200.00	$ 3,250.00	$ 39,000.00	$ 3,169.00	$ 38,028.00	$ 3,160.00	$ 37,920.00	$ 3,314.82	$ 39,777.84	$ 3,400.00	$ 40,800.00	$ 3,330.00	$ 39,960.00	$ 2,930.00	$ 35,160.00	$ 3,500.00	$ 42,000.00
W-13	Provide Hydrant (7.0 Bury)	EA	1	$ 3,200.00	$ 3,200.00	$ 3,300.00	$ 3,300.00	$ 3,254.00	$ 3,254.00	$ 3,400.00	$ 3,400.00	$ 3,365.32	$ 3,365.32	$ 3,450.00	$ 3,450.00	$ 3,410.00	$ 3,410.00	$ 2,977.00	$ 2,977.00	$ 3,600.00	$ 3,600.00
W-14	Provide Connection to Existing Water Main	EA	11	$ 2,000.00	$ 22,000.00	$ 1,700.00	$ 18,700.00	$ 1,347.00	$ 14,817.00	$ 1,650.00	$ 18,150.00	$ 2,347.60	$ 25,823.60	$ 1,100.00	$ 12,100.00	$ 3,260.00	$ 35,860.00	$ 3,805.00	$ 41,855.00	$ 2,550.00	$ 28,050.00
W-15	Provide a Water Main Offset	EA	2	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ 5,000.00	$ 3,500.00	$ 7,000.00	$ 2,500.00	$ 5,000.00	$ 4,363.20	$ 8,726.40	$ 3,500.00	$ 7,000.00	$ 3,820.00	$ 7,640.00	$ 5,135.00	$ 10,270.00	$ 4,800.00	$ 9,600.00
W-16	Provide 1" HDPE Water Service – Open Cut	LF	3300	$ 43.00	$ 141,900.00	$ 41.00	$ 135,300.00	$ 33.00	$ 108,900.00	$ 44.00	$ 145,200.00	$ 39.38	$ 129,954.00	$ 54.00	$ 178,200.00	$ 47.00	$ 155,100.00	$ 50.15	$ 165,495.00	$ 44.00	$ 145,200.00
W-17	Provide 1 1/2" HDPE Water Service – Open Cut	LF	50	$ 45.00	$ 2,250.00	$ 47.00	$ 2,350.00	$ 33.00	$ 1,650.00	$ 45.00	$ 2,250.00	$ 45.45	$ 2,272.50	$ 80.00	$ 4,000.00	$ 84.00	$ 4,200.00	$ 48.15	$ 2,407.50	$ 50.00	$ 2,500.00
W-18	Provide 1" Corporation and Curb Stop	EA	86	$ 350.00	$ 30,100.00	$ 390.00	$ 33,540.00	$ 846.00	$ 72,756.00	$ 350.00	$ 30,100.00	$ 784.47	$ 67,464.42	$ 450.00	$ 38,700.00	$ 365.00	$ 31,390.00	$ 405.00	$ 34,830.00	$ 522.00	$ 44,892.00
W-19	Provide 1 1/2" Corporation and Curb Stop	EA	1	$ 650.00	$ 650.00	$ 625.00	$ 625.00	$ 1,163.00	$ 1,163.00	$ 575.00	$ 575.00	$ 1,010.00	$ 1,010.00	$ 750.00	$ 750.00	$ 638.00	$ 638.00	$ 705.00	$ 705.00	$ 850.00	$ 850.00
W-20	Provide 2" Corporation with Plug with 2" HDPE	EA	3	$ 1,000.00	$ 3,000.00	$ 850.00	$ 2,550.00	$ 1,698.00	$ 5,094.00	$ 1,000.00	$ 3,000.00	$ 1,077.34	$ 3,232.02	$ 800.00	$ 2,400.00	$ 800.00	$ 2,400.00	$ 1,460.00	$ 4,380.00	$ 700.00	$ 2,100.00
W-21	Abandon/Remove Water Main and Appurtenances	LS	1	$ 18,000.00	$ 18,000.00	$ 24,500.00	$ 24,500.00	$ 10,000.00	$ 10,000.00	$ 17,350.00	$ 17,350.00	$ 7,575.00	$ 7,575.00	$ 1,700.00	$ 1,700.00	$ 5,790.00	$ 5,790.00	$ 32,500.00	$ 32,500.00	$ 25,000.00	$ 25,000.00
STREET AND DRAINAGE																					
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	5650	$ 13.60	$ 76,840.00	$ 13.35	$ 75,427.50	$ 13.35	$ 75,427.50	$ 13.80	$ 77,970.00	$ 12.44	$ 70,286.00	$ 13.65	$ 77,122.50	$ 13.35	$ 75,427.50	$ 13.05	$ 73,732.50	$ 13.10	$ 74,015.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	250	$ 27.15	$ 6,787.50	$ 26.65	$ 6,662.50	$ 26.62	$ 6,655.00	$ 27.00	$ 6,750.00	$ 28.00	$ 7,000.00	$ 26.00	$ 6,500.00	$ 26.60	$ 6,650.00	$ 26.56	$ 6,640.00	$ 26.10	$ 6,525.00
SD-03	Remove and Replace 18" Integral Concrete Curb and Gutter	LF	80	$ 18.75	$ 1,500.00	$ 23.46	$ 1,876.80	$ 23.46	$ 1,876.80	$ 21.00	$ 1,680.00	$ 21.76	$ 1,740.80	$ 22.00	$ 1,760.00	$ 23.50	$ 1,880.00	$ 22.43	$ 1,794.40	$ 23.00	$ 1,840.00
SD-04	Provide Reinforcement for Curb and Gutter -2 #4 Bars	LF	2680	$ 0.78	$ 2,090.40	$ 0.77	$ 2,063.60	$ 0.77	$ 2,063.60	$ 0.75	$ 2,010.00	$ 0.78	$ 2,090.40	$ 0.75	$ 2,010.00	$ 0.80	$ 2,144.00	$ 0.78	$ 2,090.40	$ 0.75	$ 2,010.00
SD-05	Remove and Replace 9-Inch Doweled Concrete Pavement and Base (HES)	SY	14	$ 85.00	$ 1,190.00	$ 83.40	$ 1,167.60	$ 83.41	$ 1,167.74	$ 80.00	$ 1,120.00	$ 89.81	$ 1,257.34	$ 70.00	$ 980.00	$ 84.00	$ 1,176.00	$ 106.19	$ 1,486.66	$ 82.00	$ 1,148.00
SD-06	Remove and Replace Concrete Driveway 8-Inch	SY	58	$ 62.00	$ 3,596.00	$ 60.70	$ 3,520.60	$ 60.68	$ 3,519.44	$ 55.00	$ 3,190.00	$ 59.59	$ 3,456.22	$ 60.00	$ 3,480.00	$ 61.00	$ 3,538.00	$ 88.00	$ 5,104.00	$ 60.00	$ 3,480.00
SD-07	Remove and Replace Concrete Driveway and Ramp 6-Inch	SY	1975	$ 47.00	$ 92,825.00	$ 46.00	$ 90,850.00	$ 45.98	$ 90,810.50	$ 43.50	$ 85,912.50	$ 49.49	$ 97,742.75	$ 43.30	$ 85,517.50	$ 46.00	$ 90,850.00	$ 48.77	$ 96,320.75	$ 45.00	$ 88,875.00
SD-08	Remove and Replace Concrete Sidewalk 4-Inch	SY	750	$ 42.00	$ 31,500.00	$ 41.25	$ 30,937.50	$ 41.25	$ 30,937.50	$ 38.95	$ 29,212.50	$ 43.85	$ 32,887.50	$ 39.70	$ 29,775.00	$ 41.20	$ 30,900.00	$ 45.06	$ 33,795.00	$ 40.00	$ 30,000.00
SD-09	Install New 6" Concrete Driveway and Ramp	SY	15	$ 52.00	$ 780.00	$ 51.00	$ 765.00	$ 51.00	$ 765.00	$ 50.00	$ 750.00	$ 59.29	$ 889.35	$ 39.15	$ 587.25	$ 51.00	$ 765.00	$ 40.36	$ 605.40	$ 50.00	$ 750.00
SD-10	Install New 4" Concrete Sidewalk	SY	15	$ 47.00	$ 705.00	$ 45.90	$ 688.50	$ 45.90	$ 688.50	$ 45.00	$ 675.00	$ 54.09	$ 811.35	$ 36.00	$ 540.00	$ 51.00	$ 765.00	$ 37.12	$ 556.80	$ 45.00	$ 675.00
SD-11	Detectable Warning Fields - Yellow	EA	13	$ 265.00	$ 3,445.00	$ 260.00	$ 3,380.00	$ 260.10	$ 3,381.30	$ 255.00	$ 3,315.00	$ 265.28	$ 3,448.64	$ 225.00	$ 2,925.00	$ 260.00	$ 3,380.00	$ 231.96	$ 3,015.48	$ 255.00	$ 3,315.00
SD-12	Mill Asphaltic Concrete Pavement (Ninth Street)	SY	2700	$ 2.80	$ 7,560.00	$ 2.72	$ 7,344.00	$ 2.74	$ 7,398.00	$ 3.45	$ 9,315.00	$ 2.80	$ 7,560.00	$ 3.50	$ 9,450.00	$ 2.70	$ 7,290.00	$ 2.78	$ 7,506.00	$ 2.70	$ 7,290.00
SD-13	Pulverize Asphaltic Concrete pavement and Aggregate (Oak, Elm, Spruce & Parking Lot)	SY	10410	$ 1.06	$ 11,034.60	$ 1.04	$ 10,826.40	$ 1.04	$ 10,826.40	$ 2.31	$ 24,047.10	$ 1.08	$ 11,242.80	$ 0.75	$ 7,807.50	$ 1.50	$ 15,615.00	$ 1.06	$ 11,034.60	$ 1.02	$ 10,618.20
SD-14	Salvage and Reuse Asphaltic Concrete Pavement and Aggregate (Oak, Elm and Spruce)	CY	2780	$ 3.90	$ 10,842.00	$ 3.83	$ 10,647.40	$ 3.83	$ 10,647.40	$ 1.00	$ 2,780.00	$ 7.00	$ 19,460.00	$ 4.60	$ 12,788.00	$ 4.00	$ 11,120.00	$ 4.02	$ 11,175.60	$ 3.75	$ 10,425.00

Attachment: 16-02 Bid Tab (4489 : BOPW Recommendation to Award Bid for Contract for Project 16-02 Street Reconstruction)

PROJECT 16-02 STREET RECONSTRUCTION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				JOSSART BROS. INC.		**DAVID TENOR CORPORATION**		**DORNER INC.**		**PETERS CONCRETE COMPANY**		**DE GROOT, INC.**		**CARL BOWERS & SONS CONSTRUCTION CO. INC.**		**PTS CONTRACTORS, INC.**		**DON E PARKER EXCAVATING INC.**		**ADVANCE CONSTRUCTION**	
SD-15	Provide Asphaltic Concrete Pavement – 2" Surface Course, Type E1, PG 58-28 (Eighth Street)	TONS	400	$ 66.27	$ 26,508.00	$ 64.67	$ 25,868.00	$ 64.99	$ 25,996.00	$ 113.75	$ 45,500.00	$ 66.29	$ 26,516.00	$ 115.00	$ 46,000.00	$ 65.00	$ 26,000.00	$ 65.69	$ 26,276.00	$ 63.72	$ 25,488.00
SD-16	Provide Asphaltic Concrete Pavement – 2" Surface Course, Type E1, PG 58-28	TONS	1750	$ 52.73	$ 92,277.50	$ 51.46	$ 90,055.00	$ 51.71	$ 90,492.50	$ 52.25	$ 91,437.50	$ 53.77	$ 94,097.50	$ 53.00	$ 92,750.00	$ 53.20	$ 93,100.00	$ 52.27	$ 91,472.50	$ 50.70	$ 88,725.00
SD-17	Provide Asphaltic Concrete Pavement – 2" Binder Course, Type E1, PG 58-28	TONS	1650	$ 60.31	$ 99,511.50	$ 58.86	$ 97,119.00	$ 59.15	$ 97,597.50	$ 58.20	$ 96,030.00	$ 61.50	$ 101,475.00	$ 59.00	$ 97,350.00	$ 59.10	$ 97,515.00	$ 59.79	$ 98,653.50	$ 58.00	$ 95,700.00
SD-18	Provide 1 1/4–Inch Crushed Aggregate Base Course	TONS	5150	$ 11.25	$ 57,937.50	$ 11.02	$ 56,753.00	$ 11.02	$ 56,753.00	$ 10.10	$ 52,015.00	$ 10.86	$ 55,929.00	$ 10.75	$ 55,362.50	$ 11.00	$ 56,650.00	$ 11.19	$ 57,628.50	$ 10.80	$ 55,620.00
SD-19	Unclassified Excavation	CY	4150	$ 9.00	$ 37,350.00	$ 8.83	$ 36,644.50	$ 8.82	$ 36,603.00	$ 16.55	$ 68,682.50	$ 9.93	$ 41,209.50	$ 11.60	$ 48,140.00	$ 8.80	$ 36,520.00	$ 8.15	$ 33,822.50	$ 8.65	$ 35,897.50
SD-20	Sawcutting Concrete Pavement in Eighth Street	LF	12,000	$ 2.00	$ 24,000.00	$ 1.85	$ 22,200.00	$ 1.85	$ 22,200.00	$ 1.75	$ 21,000.00	$ 1.72	$ 20,640.00	$ 2.00	$ 24,000.00	$ 1.80	$ 21,600.00	$ 1.90	$ 22,800.00	$ 1.85	$ 22,200.00
SD-21	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	6230	$ 3.50	$ 21,805.00	$ 4.45	$ 27,723.50	$ 3.91	$ 24,359.30	$ 5.75	$ 35,822.50	$ 6.81	$ 42,426.30	$ 6.00	$ 37,380.00	$ 6.10	$ 38,003.00	$ 4.55	$ 28,346.50	$ 3.80	$ 23,674.00
SD-22	Pavement Marking Epoxy 4-Inch Yellow	LF	1650	$ 0.71	$ 1,171.50	$ 0.70	$ 1,155.00	$ 0.69	$ 1,138.50	$ 0.68	$ 1,122.00	$ 0.71	$ 1,171.50	$ 0.70	$ 1,155.00	$ 0.70	$ 1,155.00	$ 0.71	$ 1,171.50	$ 0.68	$ 1,122.00
SD-23	Pavement Marking Epoxy 8-Inch White	LF	550	$ 1.42	$ 781.00	$ 1.41	$ 775.50	$ 1.40	$ 770.00	$ 1.37	$ 753.50	$ 1.42	$ 781.00	$ 1.50	$ 825.00	$ 1.50	$ 825.00	$ 1.42	$ 781.00	$ 1.37	$ 753.50
SD-24	Pavement Marking Stop Line Epoxy 18-Inch White	LF	100	$ 9.36	$ 936.00	$ 9.23	$ 923.00	$ 9.18	$ 918.00	$ 9.00	$ 900.00	$ 9.36	$ 936.00	$ 10.00	$ 1,000.00	$ 10.00	$ 1,000.00	$ 9.28	$ 928.00	$ 9.00	$ 900.00
SD-25	Pavement Marking Arrows Epoxy Type-1	EA	8	$ 230.00	$ 1,840.00	$ 225.00	$ 1,800.00	$ 224.40	$ 1,795.20	$ 222.00	$ 1,776.00	$ 228.87	$ 1,830.96	$ 250.00	$ 2,000.00	$ 225.00	$ 1,800.00	$ 226.81	$ 1,814.48	$ 220.00	$ 1,760.00
SD-26	Pavement Marking Arrows Epoxy Type-2	EA	3	$ 150.00	$ 450.00	$ 150.00	$ 450.00	$ 147.90	$ 443.70	$ 145.00	$ 435.00	$ 150.84	$ 452.52	$ 150.00	$ 450.00	$ 150.00	$ 450.00	$ 149.45	$ 448.35	$ 145.00	$ 435.00
SD-27	Temporary Pavement Marking Reflective Tape 4-Inch Yellow	LF	750	$ 1.25	$ 937.50	$ 1.03	$ 772.50	$ 1.05	$ 787.50	$ 1.00	$ 750.00	$ 1.04	$ 780.00	$ 1.00	$ 750.00	$ 1.00	$ 750.00	$ 2.37	$ 1,777.50	$ 1.00	$ 750.00
SPECIAL CONSTRUCTION																					
SC-01	Inlet Protection	EA	40	$ 60.00	$ 2,400.00	$ 50.00	$ 2,000.00	$ 50.00	$ 2,000.00	$ 40.00	$ 1,600.00	$ 35.35	$ 1,414.00	$ 50.00	$ 2,000.00	$ 51.00	$ 2,040.00	$ 75.00	$ 3,000.00	$ 75.00	$ 3,000.00
SC-02	Adjust Manholes	EA	3	$ 250.00	$ 750.00	$ 250.00	$ 750.00	$ 325.00	$ 975.00	$ 500.00	$ 1,500.00	$ 555.50	$ 1,666.50	$ 250.00	$ 750.00	$ 406.00	$ 1,218.00	$ 500.00	$ 1,500.00	$ 900.00	$ 2,700.00
SC-03	Silt Fence	LF	40	$ 5.00	$ 200.00	$ 2.00	$ 80.00	$ 2.00	$ 80.00	$ 6.00	$ 240.00	$ 5.05	$ 202.00	$ 5.00	$ 200.00	$ 6.00	$ 240.00	$ 5.00	$ 200.00	$ 3.00	$ 120.00
SC-04	Clearing and Grubbing	LS	1	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 17,250.00	$ 17,250.00	$ 8,585.00	$ 8,585.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 18,000.00	$ 18,000.00
SC-05	Exploration of Existing Utilities (Transmission Line and Gas Main)	EA	7	$ 500.00	$ 3,500.00	$ 1,200.00	$ 8,400.00	$ 672.00	$ 4,704.00	$ 700.00	$ 4,900.00	$ 2,020.00	$ 14,140.00	$ 500.00	$ 3,500.00	$ 1,160.00	$ 8,120.00	$ 450.00	$ 3,150.00	$ 650.00	$ 4,550.00
SC-06	Backfilling Transmission Line on Eighth Street and Elm Street	EA	18	$ 200.00	$ 3,600.00	$ 1,800.00	$ 32,400.00	$ 500.00	$ 9,000.00	$ 600.00	$ 10,800.00	$ 1,010.00	$ 18,180.00	$ 800.00	$ 14,400.00	$ 1,247.00	$ 22,446.00	$ 2,760.00	$ 49,680.00	$ 850.00	$ 15,300.00
SC-07	Traffic Control	LS	1	$ 12,000.00	$ 12,000.00	$ 11,000.00	$ 11,000.00	$ 10,906.00	$ 10,906.00	$ 10,500.00	$ 10,500.00	$ 10,851.37	$ 10,851.37	$ 10,500.00	$ 10,500.00	$ 10,620.00	$ 10,620.00	$ 29,303.50	$ 29,303.50	$ 15,000.00	$ 15,000.00
SC-08	Traffic Control Detour Route	LS	1	$ 2,500.00	$ 2,500.00	$ 3,000.00	$ 3,000.00	$ 2,405.00	$ 2,405.00	$ 2,300.00	$ 2,300.00	$ 2,392.69	$ 2,392.69	$ 2,300.00	$ 2,300.00	$ 2,340.00	$ 2,340.00	$ 2,729.50	$ 2,729.50	$ 2,500.00	$ 2,500.00
SC-09	Polystyrene Insulation Board	LF	200	$ 10.00	$ 2,000.00	$ 2.50	$ 500.00	$ 10.46	$ 2,092.00	$ 4.50	$ 900.00	$ 6.06	$ 1,212.00	$ 10.00	$ 2,000.00	$ 18.00	$ 3,600.00	$ 7.00	$ 1,400.00	$ 9.00	$ 1,800.00
SC-10	Pipe Foundation Stabilization	CY	100	$ 10.00	$ 1,000.00	$ 12.00	$ 1,200.00	$ 11.51	$ 1,151.00	$ 22.00	$ 2,200.00	$ 20.20	$ 2,020.00	$ 15.00	$ 1,500.00	$ 40.00	$ 4,000.00	$ 15.00	$ 1,500.00	$ 15.00	$ 1,500.00
SC-11	Mobilization- Pavement Marking on Main and Eighth	LS	1	$ 560.00	$ 560.00	$ 575.00	$ 575.00	$ 551.00	$ 551.00	$ 540.00	$ 540.00	$ 561.76	$ 561.76	$ 1,000.00	$ 1,000.00	$ 550.00	$ 550.00	$ 556.71	$ 556.71	$ 540.00	$ 540.00
					$2,459,111.00		**$2,490,161.40**		**$2,588,552.88**		**$2,594,393.10**		**2,630,911.71**		**$2,643,305.25**		**$ 2,697,036.50**		**$ 2,790,481.73**		**$ 2,847,606.20**

Attachment: 16-02 Bid Tab (4489 : BOPW Recommendation to Award Bid for Contract for Project 16-02 Street Reconstruction)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 15, 2016**

DEPARTMENT: **Public Works**

FROM: **Eric Rakers**

SUBJECT: **Recommendation from the Board of Public Works to Award the Bid for Project 16-14 Optimist Ball Diamond Relocation to Peters Concrete Company in the Amount of $229,189.50.**

The Board of Public Works at the March 7, 2016 meeting approved the recommendation to award the base bid plus alternate for Project 16-14 Optimist Ball Diamond Relocation to Peters Concrete Company in the amount $229,189.50.
The Engineering Department received bids on Project 16-14 Optimist Park Ball Diamond Relocation on February 25, 2016. The work includes construction of a softball diamond in the southeast corner of the park. This is the first stage of a two stage storm water management project. In the second stage, the City is constructing a storm water management pond in the southwest corner of the park in 2017. In preparation for the pond, the existing ball diamond is being relocated. The City will be awarded an Urban Non-Point Source Grant for construction of the pond next year. The grant covers 50% of the actual pond construction cost. This pond is an important part of the City?s overall storm water management program. The basin treated by this pond drains directly to the Lower Fox River sub basin. The City has very high (72% Total Suspended Solids) reduction requirements for areas that discharge to the Lower Fox River sub basin. Additionally, the majority of the City that drains to the Lower Fox River sub basin is developed, making it difficult to find locations to treat storm water. The proposed pond will reduce total suspended solids by 80%. The bids received are as follows:

Contractor	Base Bid	Alternate & Base Bid
Peters Concrete Company	$206,189.50	$229,189.50
Duame Sand & Gravel, Inc.	$238,472.50	$265,800.50
De Groot	$268,162.89	$294,039.09
Legacy Construction Services of Wisconsin, LLC	$282,190.00	$309,811.94

The project consisted of a base bid plus alternate. The alternate bid includes the fencing for the project. The budgeted amount from capital improvement budget is $230,000. Additional contingency will be $10,000 for a total of $240,000 from the storm water utility. Funding will be from the storm water utility.

ATTACHMENTS:

- 16-14 Bid Tab(PDF)
- UNPS-CONSTRUCTION RANKFUND (PDF)

PROJECT 16-14 OPTIMIST PARK BALL DIAMOND RELOCATION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				PETERS CONCRETE CO.		DUAME SAND & GRAVEL		DE GROOT, INC.		LEGACY CONSTRUCTION SERVICES OF WISCONSIN LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 12" PVC Storm Sewer (Natural Backfill)	LF	10	$ 30.00	$ 300.00	$ 35.00	$ 350.00	$ 36.88	$ 368.80	$ 200.00	$ 2,000.00
ST-02	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	7	$ 50.00	$ 350.00	$ 43.25	$ 302.75	$ 43.43	$ 304.01	$ 300.00	$ 2,100.00
ST-03	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	135	$ 21.00	$ 2,835.00	$ 14.75	$ 1,991.25	$ 26.47	$ 3,573.45	$ 40.00	$ 5,400.00
ST-04	Provide 6" PVC Storm Sewer (Natural Backfill)	LF	410	$ 16.70	$ 6,847.00	$ 12.75	$ 5,227.50	$ 21.72	$ 8,905.20	$ 35.00	$ 14,350.00
ST-05	Provide 4" Underdrain with Sock (Granular Backfill)	LF	630	$ 16.50	$ 10,395.00	$ 9.50	$ 5,985.00	$ 26.97	$ 16,991.10	$ 50.00	$ 31,500.00
ST-06	Provide Storm Tee 6"X4"	EA	2	$ 30.00	$ 60.00	$ 21.00	$ 42.00	$ 95.95	$ 191.90	$ 150.00	$ 300.00
ST-07	Provide Storm Tee 6"X6"	EA	1	$ 40.00	$ 40.00	$ 30.00	$ 30.00	$ 63.63	$ 63.63	$ 175.00	$ 175.00
ST-08	Provide 4' Diameter Storm Manhole	VF	4	$ 450.00	$ 1,800.00	$ 485.00	$ 1,940.00	$ 2,525.00	$ 10,100.00	$ 500.00	$ 2,000.00
ST-09	Type A Field Inlet	EA	1	$ 1,000.00	$ 1,000.00	$ 1,520.00	$ 1,520.00	$ 1,666.50	$ 1,666.50	$ 1,800.00	$ 1,800.00
ST-10	Provide Field Inlet or 12" Nyloplast Inlet (HS10 Loading)	EA	3	$ 1,000.00	$ 3,000.00	$ 865.00	$ 2,595.00	$ 1,475.61	$ 4,426.83	$ 1,200.00	$ 3,600.00
ST-11	Reconnect to Existing Storm Sewer	EA	2	$ 75.00	$ 150.00	$ 125.00	$ 250.00	$ 353.50	$ 707.00	$ 3,000.00	$ 6,000.00
STREET DRAINAGE											
SD-01	Clearing and Grubbing	LS	1	$ 6,400.00	$ 6,400.00	$ 1,500.00	$ 1,500.00	$ 2,525.00	$ 2,525.00	$ 5,000.00	$ 5,000.00
SD-02	Unclassified Excavation	CY	600	$ 10.00	$ 6,000.00	$ 22.20	$ 13,320.00	$ 35.35	$ 21,210.00	$ 15.00	$ 9,000.00
SD-03	Provide Pulverized Topsoil	TON	470	$ 8.50	$ 3,995.00	$ 19.00	$ 8,930.00	$ 18.18	$ 8,544.60	$ 40.00	$ 18,800.00
SD-04	Provide 4" Depth 1 ¼" Crushed Aggregate Base Course	TON	100	$ 13.00	$ 1,300.00	$ 27.30	$ 2,730.00	$ 17.74	$ 1,774.00	$ 25.00	$ 2,500.00

Attachment: 16-14 Bid Tab (4494 : BOPW Recommendation to Award Project 16-14 Optimist Ball

PROJECT 16-14 OPTIMIST PARK BALL DIAMOND RELOCATION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				PETERS CONCRETE CO.		DUAME SAND & GRAVEL		DE GROOT, INC.		LEGACY CONSTRUCTION SERVICES OF WISCONSIN LLC	
SD-05	Provide 6" Depth of 3/8" Crushed Dust Surface – Practice Area	TON	40	$ 15.00	$ 600.00	$ 30.75	$ 1,230.00	$ 19.29	$ 771.60	$ 40.00	$ 1,600.00
SD-06	Provide 6" Depth Engineered Soils and Aggregate (Infield Mix)	TON	420	$ 66.00	$ 27,720.00	$ 69.75	$ 29,295.00	$ 72.53	$ 30,462.60	$ 95.00	$ 39,900.00
SD-07	Provide 6" Depth Concrete Sidewalk/Pad	SY	8	$ 50.00	$ 400.00	$ 54.90	$ 439.20	$ 62.06	$ 496.48	$ 50.00	$ 400.00
SD-08	Provide 4" Depth Concrete Sidewalk	SY	440	$ 40.00	$ 17,600.00	$ 44.80	$ 19,712.00	$ 47.47	$ 20,886.80	$ 45.00	$ 19,800.00
SD-09	Provide Detectable Warning Field	EA	1	$ 300.00	$ 300.00	$ 308.00	$ 308.00	$ 291.64	$ 291.64	$ 350.00	$ 350.00
SD-10	Landscaping – Seed, Fertilizer, and Mulch – No. 40 Seed Mix	SY	4550	$ 3.45	$ 15,697.50	$ 1.40	$ 6,370.00	$ 1.32	$ 6,006.00	$ 1.25	$ 5,687.50
SPECIAL CONSTRUCTION											
SC-01	Provide Silt Fence	LF	525	$ 2.00	$ 1,050.00	$ 3.00	$ 1,575.00	$ 3.28	$ 1,722.00	$ 6.00	$ 3,150.00
SC-02	Provide Inlet Protection Erosion Control	EA	5	$ 40.00	$ 200.00	$ 35.00	$ 175.00	$ 151.50	$ 757.50	$ 300.00	$ 1,500.00
SC-03	Provide Erosion Control Revegetation Mat, Urban, Class 1, Type A	SY	1400	$ 1.50	$ 2,100.00	$ 1.68	$ 2,352.00	$ 1.60	$ 2,240.00	$ 1.50	$ 2,100.00
SC-04	Tracking Pad	EA	1	$ 750.00	$ 750.00	$ 2,000.00	$ 2,000.00	$ 858.50	$ 858.50	$ 2,000.00	$ 2,000.00
SC-05	Saw Cutting Existing Concrete Curb Head	LF	8	$ 25.00	$ 200.00	$ 56.00	$ 448.00	$ 55.55	$ 444.40	$ 6.00	$ 48.00
SC-06	Provide Temporary 4' High Safety Fencing	LF	1340	$ 3.50	$ 4,690.00	$ 3.90	$ 5,226.00	$ 4.29	$ 5,748.60	$ 8.00	$ 10,720.00
SC-07	Provide Softball Field Lighting and Electrical Appurtenances	LS	1	$ 90,410.00	$ 90,410.00	$ 122,628.80	$ 122,628.80	$ 116,124.75	$ 116,124.75	$ 90,409.50	$ 90,409.50
			TOTAL		**$206,189.50**		**$238,472.50**		**$268,162.89**		**$282,190.00**
ALTERNATE BID											
SC-08	Provide Chain Link Fence and Appurtenances	LS	1	$ 23,000.00	$ 23,000.00	$ 27,328.00	$ 27,328.00	$ 25,876.20	$ 25,876.20	$ 27,621.94	$ 27,621.94
			TOTA L BID PLUS ALTERNATE BID		**$229,189.50**		**$ 265,800.50**		**$ 294,039.09**		**$ 309,811.94**

Attachment: 16-14 Bid Tab (4494 : BOPW Recommendation to Award Project 16-14 Optimist Ball

UNPS-Construction Scoring and Rank for CY 2016

Maximum possible points = 168.3

Projects shaded will be funded.

Rank	Applicant Name	Project Name	Region	Final Score	Total Eligible Project Cost	Amount Requested	Cumulative Requested
1	**Rice Lake, City**	**West South Street Storm Water Pond and Outfall**	**NOR**	**143.0**	**$246,636**	**$101,120**	**$101,120**
2	**Fort Atkinson, City**	**Larsen Lagoon Retrofit**	**SCR**	**130.9**	**$762,557**	**$150,000**	**$251,120**
3	**Beaver Dam, City**	**Watermark Project Permeable Pavement Installation**	**SCR**	**113.3**	**$29,770**	**$14,885**	**$266,005**
4	**Neenah, City**	**Commerce Court Pond Expansion and Storm Sewer Installation**	**NER**	**110.3**	**$240,000**	**$80,000**	**$346,005**
5	**Wauwatosa, City**	**Replacement of Stormwater Inlets with Catch Basins**	**SER**	**105.6**	**$299,800**	**$149,900**	**$495,905**
6	**De Pere, City**	**Optimist Park Storm Water Pond**	**NER**	**105.6**	**$225,475**	**$112,738**	**$608,643**
7	**Menomonie, City**	**City of Menomonie 17th Street Storm Water Pond**	**WCR**	**104.6**	**$295,000**	**$147,000**	**$755,643**
8	**Fitchburg, City**	**Lacy Heights Bioretention Facility**	**SCR**	**101.2**	**$26,300**	**$10,520**	**$766,163**
9	Port Washington, City	Breakwater Gateway Project - SW BMP Task	SER	100.1	$251,700	$125,850	$892,013
10	Milwaukee, City	North 76th Street Bioswale Project	SER	97.3	$230,000	$90,000	$982,013
11	Waukesha County	Fox Brook Park Wet Detention Basin	SER	91.3	$30,000	$15,000	$997,013
12	Oconomowoc, City	Street Maintenance Project (Street Sweeper)	SER	88.0	$55,000	$27,500	$1,024,513
13	Oconomowoc. City	Fowler Lake Shoreline Restoration and Bioretention Basin	SER	85.8	$261,957	$130,979	$1,155,492
14	Sussex, Village	Main Street Storm Pond	SER	81.4	$346,317	$150,000	$1,305,492
15	Milwaukee County	North Point Lighthouse Green Infrastructure Train	SER	77.0	$171,332	$85,666	$1,391,158
16	Ashland, City	Bayview Park Storm Water (CD-Repair) Project	NOR	70.0	$239,632	$119,816	$1,510,974
			Totals		**$3,711,476**	**$1,510,974**	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Recommendation from the Board of Public Works to Award the Bid for Project 16-15 Sewer Cleaning & Televising to Speedy Clean Drain and Sewer in the Amount of $43,474.00.**

The Board of Public Works at the March 7, 2016 meeting approved the award of bid for Project 16-15 Sewer Cleaning and Televising to Speedy Clean Drain and Sewer in the amount of $43,474.00
The Engineering Department received bids on Project 16-15 Sewer Cleaning and Televising on February 25, 2016. The work includes cleaning and televising of sewers. The bids received are as follows:

Contractor	Amount
Speedy Clean Drain & Sewer	$43,474.00
Northern Pipe Equipment, Inc.	$46,020.00
Great Lakes TV Seal, Inc.	$46,442.00
Green Bay Pipe & TV, LLC	$47,427.00
PLC Water Jetting Service Inc.	$71,210.00
Infra-Track, Inc.	$244,375.00
National Power Rodding Corporation	$344,514.00

The budgeted amount for the project from the capital improvement fund is $52,000. Funding will be $47,000 from the storm water utility fund and $5,000 from the sewerage revenue fund

ATTACHMENTS:

- 16-15 Bid Tab(PDF)

PROJECT 16-15 SEWER CLEANING AND TELEVISING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				SPEEDY CLEAN INC.		**NORTHERN PIPE EQUIPMENT INC.**		**GREAT LAKES TV SEAL, INC.**		**GREEN BAY PIPE & TV, LLC**		**PLC WATER JETTING SERVICE INC.**		**INFRA TRACK INC.**		**NATIONAL POWER RODDING CORP.**	
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
SP-01	SANITARY SEWER CLEANING (8-15-INCH)	LF	2,900	$ 0.38	$ 1,102.00	$ 0.35	$ 1,015.00	$ 0.40	$ 1,160.00	$ 0.40	$ 1,160.00	$ 0.50	$ 1,450.00	$ 1.50	$ 4,350.00	$ 1.14	$ 3,306.00
SP-02	SANITARY SEWER CLEANING (36-INCH)	LF	1,400	$ 0.38	$ 532.00	$ 0.45	$ 630.00	$ 0.40	$ 560.00	$ 0.47	$ 658.00	$ 1.00	$ 1,400.00	$ 3.50	$ 4,900.00	$ 4.25	$ 5,950.00
SP-03	SANITARY SEWER TELEVISING (8-15-INCH)	LF	2,900	$ 0.38	$ 1,102.00	$ 0.35	$ 1,015.00	$ 0.38	$ 1,102.00	$ 0.40	$ 1,160.00	$ 0.50	$ 1,450.00	$ 0.75	$ 2,175.00	$ 3.00	$ 8,700.00
SP-04	SANITARY SEWER TELEVISING (36-INCH)	LF	1,400	$ 0.38	$ 532.00	$ 0.45	$ 630.00	$ 0.38	$ 532.00	$ 0.47	$ 658.00	$ 0.50	$ 700.00	$ 0.75	$ 1,050.00	$ 3.00	$ 4,200.00
SP-05	STORM SEWER CLEANING (8-27 INCH)	LF	42,200	$ 0.38	$ 16,036.00	$ 0.38	$ 16,036.00	$ 0.38	$ 16,036.00	$ 0.39	$ 16,458.00	$ 0.85	$ 35,870.00	$ 2.25	$ 94,950.00	$ 1.14	$ 48,108.00
SP-06	STORM SEWER CLEANING (30-48 INCH)	LF	5,400	$ 0.38	$ 2,052.00	$ 0.40	$ 2,160.00	$ 0.38	$ 2,052.00	$ 0.40	$ 2,160.00	$ 0.85	$ 4,590.00	$ 4.25	$ 22,950.00	$ 4.25	$ 22,950.00
SP-07	HEAVY SEWER CLEANING (8-27 INCH)	LF	8,000	$ 0.38	$ 3,040.00	$ 0.35	$ 2,800.00	$ 0.35	$ 2,800.00	$ 0.38	$ 3,040.00	$ -	$ -	$ 7.00	$ 56,000.00	$ 5.00	$ 40,000.00
SP-08	HEAVY SEWER CLEANING (30-48 INCH)	LF	2,000	$ 0.38	$ 760.00	$ 0.50	$ 1,000.00	$ 0.35	$ 700.00	$ 0.45	$ 900.00	$ -	$ -	$ 9.00	$ 18,000.00	$ 25.00	$ 50,000.00
SP-09	STORM SEWER TELEVISING (8-27 INCH)	LF	42,200	$ 0.38	$ 16,036.00	$ 0.42	$ 17,724.00	$ 0.44	$ 18,568.00	$ 0.43	$ 18,146.00	$ 0.50	$ 21,100.00	$ 0.75	$ 31,650.00	$ 3.00	$ 126,600.00
SP-10	STORM SEWER TELEVISING (30-48 INCH)	LF	5,400	$ 0.38	$ 2,052.00	$ 0.40	$ 2,160.00	$ 0.43	$ 2,322.00	$ 0.43	$ 2,322.00	$ 0.50	$ 2,700.00	$ 0.75	$ 4,050.00	$ 3.00	$ 16,200.00
SP-11	SEWER PIPE ROOT CUTTING (8-48 INCH)	LF	1,200	$ 0.15	$ 180.00	$ 0.50	$ 600.00	$ 0.30	$ 360.00	$ 0.45	$ 540.00	$ 1.00	$ 1,200.00	$ 1.50	$ 1,800.00	$ 5.00	$ 6,000.00
SP-12	REMOVAL MINERAL DEPOSITS	LF	500	$ 0.10	$ 50.00	$ 0.50	$ 250.00	$ 0.50	$ 250.00	$ 0.45	$ 225.00	$ 1.50	$ 750.00	$ 5.00	$ 2,500.00	$ 25.00	$ 12,500.00
					$ 43,474.00		**$ 46,020.00**		**$ 46,442.00**		**$ 47,427.00**		**$ 71,210.00**		**$ 244,375.00**		**$ 344,514.00**

Attachment: 16-15 Bid Tab (4495 : BOPW Recommendation to Award Project 16-15 Sewer Cleaning &

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to consider donation request from De Pere Baseball to install batting cage at Southwest Park.**

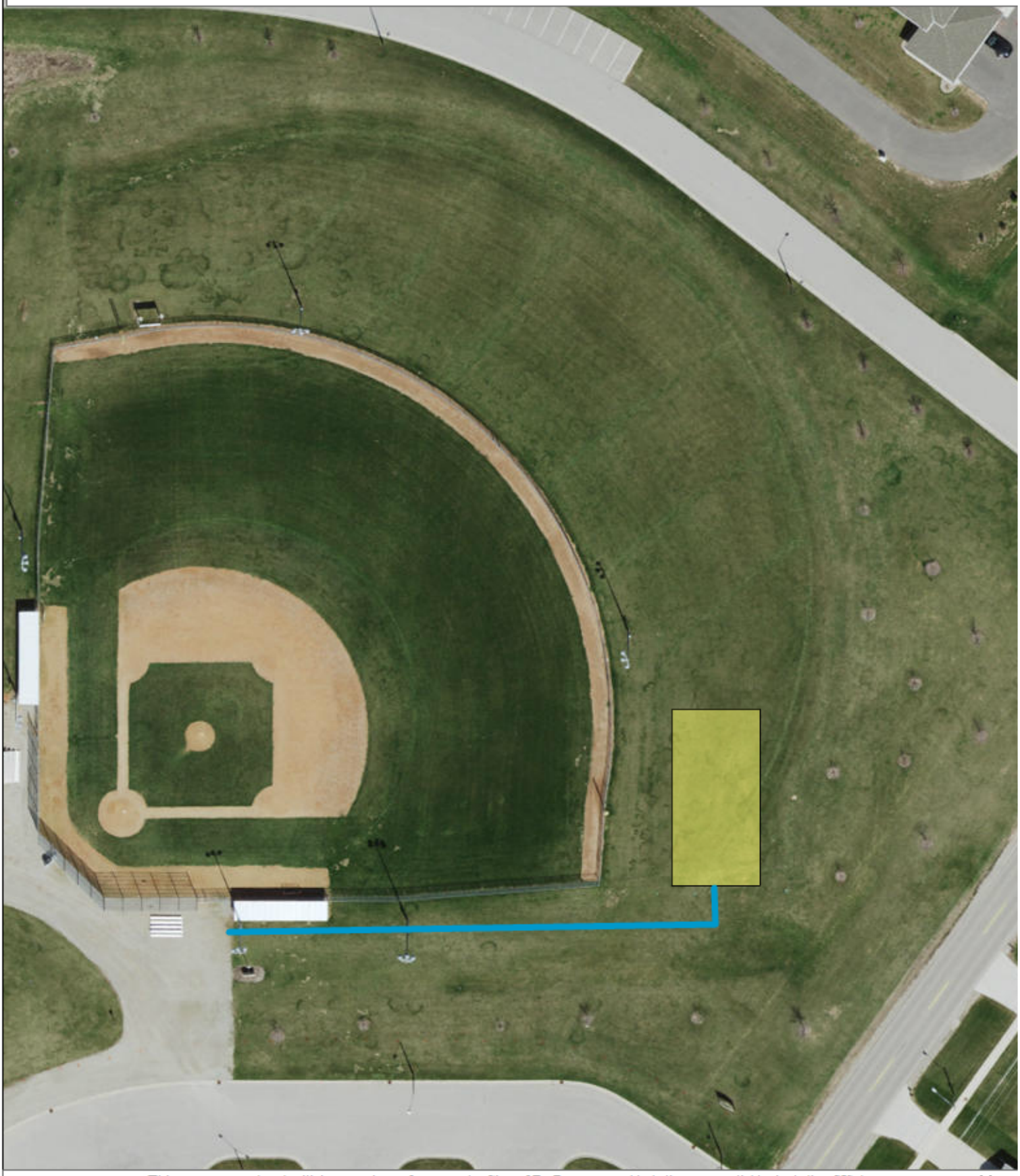
We have received a request from the De Pere Baseball league to construct a batting cage at Southwest Park. While exact dimensions are not known yet, the cage would be a 1-2 lane structure located just past right field of Gandrud Field. I have provided a schematic for your review. The value/cost of the project would range between $5,000 -$12,000 depending on the type of materials used for the accessible route (ie. Crushed limestone or sidewalk) and other variables.

We feel the batting cage would be a highly used facility and recommend accepting the generous donation and desire of De Pere Baseball to construct a batting cage in Southwest Park.

ATTACHMENTS:

- SW Park.Batting Cages (PDF)

<Title>



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

02/16/2016

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Fire Department**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the Finance & Personnel Committee to accept donation of 250 Carbon Monoxide Detectors from Jarden Safety Company.**

ATTACHMENTS:

- CO DETECTOR DONATION(PDF)

Memo

To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief D L Rubin

Date: March 8, 2016

Re: Consider Donation of Carbon Monoxide Detectors

Jarden Safety Company, which trades as "First Alert," has offered the De Pere Fire Department a donation of 250 lithium battery powered carbon monoxide (CO) detectors valued at approximately $20 each, for a total donation of $5,000. These 250 CO detection devices are for the exclusive use by the De Pere Fire Rescue Department for installation into homes in our community. This generous offer by First Alert does not require matching funds, but for the Fire Department to install these critical personal safety devices into needy family's dwelling places. No additional expenditures are requested or needed for this project.

Carbon monoxide is the colorless, odorless and tasteless killer of about 5,000 Americans each year. These detection devices are needed to determine the presence of this very toxic and flammable gas. So, in order for the Fire Department to reach our mission statement, a CO detection device needs to be properly installed and maintained in every home in our City. This kind donation will go a long way to continue on this effective public safety journey.

Thank you for your consideration of this request. I respectfully ask for your support to move this item forward to the City Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

Attachment: CO DETECTOR DONATION (4496 : Recommendation from the Finance & Personnel Committee to accept donation of 250 CO

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Resolution #16-29, Disallowance of Claim (Joel and Shannon Van De Hei).**

ATTACHMENTS:

- Reso16-29 (DOCX)
- 20160309113825692 (PDF)

RESOLUTION #16-29

DISALLOWANCE OF CLAIM
(Joel and Shannon Van De Hei)

WHEREAS, a Notice of Claim and Claim was filed by Joel and Shannon Van De Hei ("Claimants"), 525 South 9th Street, De Pere, Wisconsin 54115, in the City Clerk-Treasurer's office on December 8, 2015; and

WHEREAS such Notice and Claim alleges that the Claimants' minor child fell at VFW pool on July 15, 2015, and the Claimants are seeking $240.60 for out of pocket expenses associated with that fall; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined there is no evidence the City was negligent or legally responsible for the damages; and

WHEREAS, under Wis. Stats. §893.80, Claimant's Notice of Claim and Claim is untimely in that more than 120 days has passed between the event and the Notice and Claim, and therefore such Notice of Claim and Claim is barred under State law.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The claim submitted by Joel and Shannon Van De Hei be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

> A copy of this resolution be forwarded to the Claimants, Joel and Shannon Van De Hei, as a Notice of Disallowance.

Attachment: Reso16-29 (4466 : Resolution #16-29, Disallowance of Claim)

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 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-29 (4466 : Resolution #16-29, Disallowance of Claim)

Attachment: 20160309113825692 (4466 : Resolution #16-29, Disallowance of Claim)

EMC INSURANCE

Milwaukee Claim Department

February 29, 2016

RECEIVED
MAR 1 2016
DE PERE
CITY CLERK

Ms. Shannon Van De Hei
525 S 9th St
De Pere WI 54115-3824

Re:	Our Insured:	City of De Pere
	Claim Number:	1195881
	Date of Loss:	7/15/2015
	Claimant:	a minor
	Loss Location:	VFW Center in De Pere

Dear Parent:

Thank you for speaking with me about claim.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our insured is legally responsible. Our investigation reveals that there was no negligence on the part of our insured for your child's injury in the above-captioned matter.

Per our discussion, coverage for medical expense payments is not provided on our insured's policy. Therefore, we will be unable to assist you with any outstanding bills.

Feel free to contact me with any questions.

Sincerely,

Arlene V. Chambers
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3920; direct dial 262-717-3920
Arlene.V.Chambers@emcins.com

cc: City of De Pere

Attachment: 201603091138256 92 (4466 : Resolution #16-29, Disallowance of Claim)

Milwaukee Claim Department

EMC INSURANCE

December 12, 2015

E0142
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Arlene Chambers
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01195881
Claimant:	
Policy Number:	5D3-15-78 General Liability (Occurrence)
Loss Date:	07/15/2015
Adjuster:	Arlene Chambers
Phone:	262-717-3920
Email:	Arlene.V.Chambers@EMCIns.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCO Insurance Company
EMC Reinsurance Company
Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company
Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC
EMC Underwriters, LLC
EMC National Life Company (affiliate)

RECEIVED
DEC - 8 2015
DE PERE
CITY CLERK

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 7.15.15 at 11:15 Am
2. Location of Incident: VFW
3. Name of Injured Person/Owner of Damaged Property: _____ (Age if Minor: _____)
4. Address: 525 S. 9th st
5. Telephone Number: (H)_____ (C) 920.217.3628 (W)_____
6. Please give a detailed description of the incident (use back of form if necessary):
Instructor advised child could go off highdive. Child climbed latter and from the transition of latter to highdive railing, reached, swang around and fell off top step hitting foot, then knee, the forehead on lower deck cement.
7. Total Amount of Claimed Damages: $ 240.60 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Gerry VanDe Ttei 920.660.4703

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

12.7.15
Date

Shannon VanDette
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

_____
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Attachment: 201603091138256 92 (4466 : Resolution #16-29, Disallowance of Claim)

De Pere Parks, Recreation and Forestry

INCIDENT REPORT

Please print all information clearly. *For incidents involving the public-NOT EMPLOYEES.*

INCIDENT LOCATION

Location: VFW

Date of Incident: 7/15/15

Program or activity participating in when incident took place: Swim lessons

Time of Incident: 11:15 ☐am ☐pm

INVOLVED PARTY INFORMATION – use a separate form for each unrelated person involved

Name:

Telephone dad # (920) 471-7474

Address: 529 south 9th

City, State, Zip: Green Bay, WI

☒ Male ☐ Female

☐ Adult ☒ *Under 18 – Was parent notified? ☒ Yes ☐ No

Age & Date of Birth

* Parent/Guardian signature [signature] or time called: ☐am ☐pm

* Parent/Guardian name (please print)

DETAILS OF INCIDENT

Describe the incident/injury – specify body part and location on body, if applicable.

Top step of high dive, swung around high dive fell off, hit foot, then knee, then hit his head on cement.

If known, what happened to cause the incident/injury?

Slippery or lost grip.

Was First Aid administered? ☒ Yes ☐ No If yes, by whom? Jenna, Emily

Refused Additional Assistance: ☐ Yes ☒ No Signature of Refuser:

Describe First Aid measures: Inline stabilization on ground

Was injured party taken to hospital or doctor? ☒ Yes ☐ No If yes, list hospital or doctor.

REPORTING INFORMATION

Witnesses – list name and telephone number.

1.

2.

Reported By Jesse Schutte

Job Title Pool manager

FOLLOW-UP CONTACT

Contacted by

Date

Additional Information: 920-639-1009

[signature]

Aurora Health Care®
PO Box 091700
Milwaukee, WI 53209-8700

If you have a question on your statement, please call:
Toll Free 800-326-2250 Mon - Fri, 8:30 am - 5:00 pm
Our email address is: customerservice@aurora.org
En Español por favor llamar al 866-629-6033

If paying by credit card, fill out below

Check credit card using for payment ☐ ☐ DISCOVER ☐ VISA ☐

Card Number

Signature | Exp. Date

Print Name

Bill Date	Account Number	Pay This Amount	Amount Paid
08/31/2015	969613	$100.00	

You can pay your bill online at my.aurorahealthcare.org

Addressee

JOEL VANDEHEI
525 S 9TH ST
DE PERE WI 54115-3824

4138846 - 00611

Page 1 of 1

Please make checks payable and remit to:

Aurora Health Care Inc
PO BOX 809418
Chicago IL 60680-9418

000000011813 083115 0000969613 0000010000 6

Document Code: P-ZZCJQ-35873-ZTFQGW

Please detach and return top portion with payment.

Account Number	Account Name	Bill Date	Due Date
969613	JOEL VANDEHEI	08/31/2015	Upon Receipt

DATE	DESCRIPTION	CHARGES	PAYMENTS/ ADJUSTMENTS	INSURANCE PENDING	PATIENT BALANCE
Date of Service 7/15/2015 - Visit # 135001793 -					
	Hospital Services - AURORA BAYCARE MEDICAL CENTER				
	CT Scan	$2,850.00			
	Emergency Room	$990.00			
	Pharmacy	$6.62			
08/31/15	INSURANCE ADJUSTMENT - UNITED HEALTHCARE		$-2,945.62		
08/31/15	INSURANCE PAYMENT - UNITED HEALTHCARE		$-801.00		
	HOSPITAL SERVICES BALANCE			$0.00	**$100.00**

If you are experiencing financial hardship or are looking for help in determining if you qualify for any Aurora Health Care financial assistance programs, please contact 1-800-326-2250. Program eligibility is based on income and family size. You may be asked to complete an application and supply additional documents to determine which program best suits your needs.

Message:
Thank you for choosing Aurora Health Care. The full balance is due upon receipt. We appreciate your prompt payment.

Please Pay This Amount

$100.00

If you have a question on your statement, please call toll free: 800-326-2250 Mon - Fri, 8:30 am - 5:00 pm
En Español por favor llamar al 866-629-6033 Mon - Fri, 8:30 am - 5:00 pm

Attachment: 201603091138256 92 (4466 : Resolution #16-29, Disallowance of Claim)

City of De Pere Ambulance Service

9401 W. Brown Deer Road Ste. 101 • Milwaukee, WI 53224 • (414) 365-9900 • (866) 950-4400 • info@emsmedicalbilling.com

PAP-561-A-0

Patient Name:
Date of call: 07/15/2015

Invoice Number: 15-71397

Provider ID #: 5039 **Incident #:** 1501305

From: 730 GRANT ST, DE PERE, WI 54115
To: AURORA BAYCARE MEDICAL CENTER
Primary Payor: UNITED HEALTH CARE
Secondary Payor:

Description	Payor	Check #	Quantity	Unit Price	Payment Date	Amount
Charges						
BASE RATE BLS			1	$575.00		$575.00
MILEAGE			8	$16.00		$128.00
					Total Charges:	**$703.00**
Credits						
Payment-Check	UNITED HEALTH CARE				08/12/2015	$562.40
					Total Credits:	**$562.40**

Please Pay This Amount by 09/12/2015: $140.60

If you have any questions, please contact us at (866) 950-4400, or contact your insurance company.

MAKE CHECKS PAYABLE TO:
City of De Pere Ambulance Service
9401 W Brown Deer Rd
Suite 101
Milwaukee, WI 53224-2009

To Pay by Credit Card Online:
Go to https://pay.instamed.com/DEPERE

Patient Name:
Invoice Number: 15-71397
Date of Call: 07/15/2015
Invoice Date: 08/13/2015

Payment Due By: 09/12/2015

Balance Due: $140.60

AMOUNT ENCLOSED: $ _____

Stmt ID#: 819167882

109273-7

JOEL VAN DE HEI
525 S 9TH ST
DE PERE WI 54115-3824

City of De Pere Ambulance Service
9401 W BROWN DEER RD STE 101
MILWAUKEE WI 53224-2009

109273-7 -5445850

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Preliminary Resolution #16-30, Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703, Sanitary Sewer, Storm Sewer, Water Main, and Storm Water Management Pond Construction on Richco Road from American Boulevard to Red Maple Road.**

Richco Road is an existing 20 foot wide unimproved gravel street. Currently, Richco Road connects to Red Maple and extends 1500 feet to the south. Improvements are proposed to the street at this time due to expiration of expenditures from TID #6.

This project involves reconstructing the gravel street to a concrete roadway to meet City standards for industrial streets in the West Business Park. New sanitary sewer, storm sewer, water main, and storm water management facilities are being constructed in conjunction with the street reconstruction. Red Maple is anticipated to be part of the Southern Bridge roadway system. The City is minimizing connections to the Southern Bridge roadway. As part of this project, Richco Road is being relocated to connect to American Drive and disconnected from Red Maple Road. The new street along with sewer and water facilities will be extended from American Boulevard to 800 feet north.

The preliminary resolution, along with Scheduled B, C, and D, for the utility construction and storm water management costs are attached. Roadway construction will be funded by TID #6 due to the expiration of expenditures to TID #6 and the relocation of Richco Road from connecting at Red Maple Road (future Southern Bridge roadway) to a new connection at American Boulevard.

Assessment charges for the project include the following:

- Sanitary sewer, storm sewer, and water main which will be assessed at 100% to the benefiting properties.
- Storm water management will be assessed at 100% to benefiting properties that are not developed and 50% to benefiting properties that are considered developed.
- TID #6 will fund the remaining 50% of the storm water management charge against developed properties. The pond is being sized to treat developed parcels to an 80% total suspended solids (TSS) reduction rate even though the Municipal Code only requires treatment of 40% TSS reduction for developed properties. The additional treatment is required for the City to meet long term treatment requirements in the City's MS4 Storm

Water Permit.

Two property owners are impacted by the assessment. They were informed of this meeting and provided with a concept plan and preliminary assessment cost. One individual is requesting that the Board establish the assessment can be paid in five (5) annual installments.

The staff recommendation is to approve the preliminary resolution to the Common Council to schedule a Public Hearing.

ATTACHMENTS:

- Reso16-30 (DOCX)
- Special Assessment Boundary Map_030316 (PDF)
- Schedule B&C (PDF)
- Schedule D (PDF)

RESOLUTION #16-30

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER WIS. STATS. §66.0703 SANITARY SEWER, STORM SEWER, WATER MAIN, AND STORM WATER MANAGEMENT POND CONSTRUCTION ON RICHCO ROAD FROM AMERICAN BOULEVARD TO RED MAPLE ROAD

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 Wis. Stats. §66.0703, 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, storm sewer water main, storm water management, pond, and incidentals therefore where necessary and required. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SANITARY SEWER, STORM SEWER, WATER MAIN AND STORM WATER POND CONSTRUCTION

West side of Richco Road from American Boulevard to Red Maple Road

East side of Richco Road from 265' East of American Boulevard to Red Maple Road.

2. The total assessed against such districts shall not exceed the total cost of the improvements. Sanitary sewer, storm sewer, and water main shall be assessed at 100% against benefitting parcels. The storm water management pond shall be assessed at 100% against undeveloped benefitting parcels and 50% against developed benefitting parcels. The Common Council determines that such improvements shall be

Attachment: Reso16-30 (4480 : Preliminary Resolution#16-30, Special Assessments for Utility Construction - Richco Road)

installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on acreage for sanitary sewer, storm sewer, water main, and storm water management pond construction.

3. The assessments against any parcel shall be paid as follows:
   a. In cash within 30 days of invoice; or
   b. In _____(to be determined by Board of Public Works) 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-Treasurers office for public inspection.

Attachment: Reso16-30 (4480 : Preliminary Resolution#16-30, Special Assessments for Utility Construction - Richco Road)

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 Wis. Stats. §66.0703. 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 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

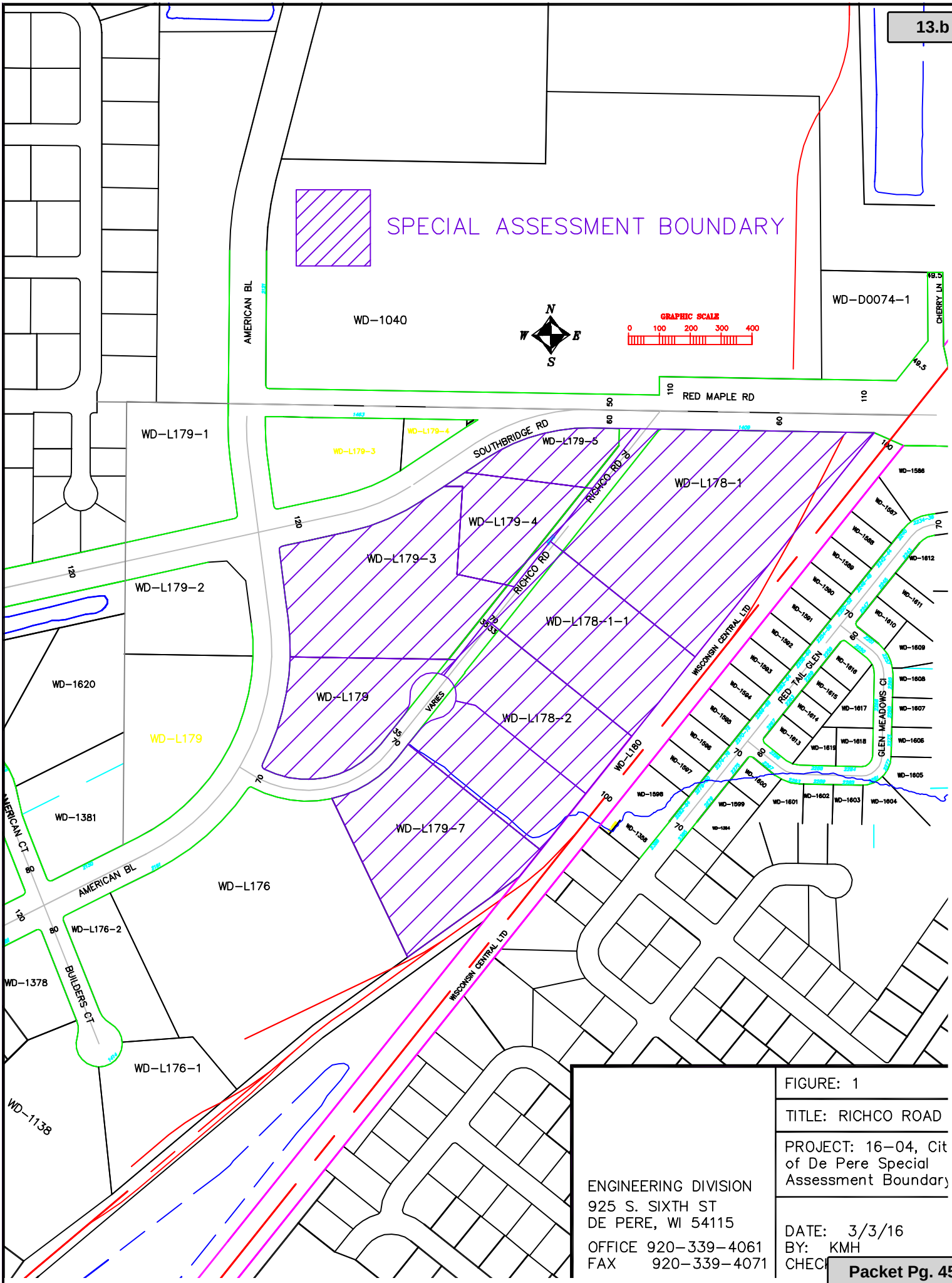
ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: ____

Nays: ____

Attachment: Reso16-30 (4480 : Preliminary Resolution#16-30, Special Assessments for Utility Construction - Richco Road)



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FIGURE: 1

TITLE: RICHCO ROAD

PROJECT: 16-04, Cit of De Pere Special Assessment Boundary

DATE: 3/3/16
BY: KMH
CHECK

Attachment: Special Assessment Boundary Map_030316 (4480 : Preliminary Resolution#16-30, Special Assessments for Utility Construction -

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

SCHEDULE B
RICHCO ROAD - SANITARY SEWER, STORM SEWER, WATER MAIN, AND STORM WATER MANAGEMENT POND
AMERICAN BOULEVARD TO RED MAPLE ROAD
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS

SANITARY SEWER CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
SS-01	Provide 8" PVC Sanitary Sewer (Natural Backfill)	575	$25.00	/LF	$14,375.00	$14,375.00
SS-02	Provide 8" PVC Sanitary Sewer (Granular Backfill)	130	$61.00	/LF	$7,930.00	$7,930.00
SS-03	Provide 6" PVC Sanitary Lateral (Natural Backfill)	30	$34.00	/LF	$1,020.00	$1,020.00
SS-04	Provide 6" PVC Sanitary Lateral (Granular Backfill)	40	$67.00	/LF	$2,680.00	$2,680.00
SS-06	Provide 8" x 6" Wye	1	$75.00	/EA	$75.00	$75.00
SS-07	Provide 4' Diameter Sanitary Manhole	57	$177.00	/VF	$10,089.00	$10,089.00
				Sub-Total	$36,169.00	$36,169.00
				Contingency	$1,808.45	$1,808.45
				Technical, Legal, and Administration	$7,233.80	$7,233.80
				Total Estimated Cost	**$45,211.25**	**$45,211.25**

STORM SEWER CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
ST-01	Provide 45" x 29" RCP CL III or Polypropylene (Natural Backfill)	75	$108.00	/LF	$8,100.00	$8,100.00
ST-02	Provide 45" x 29" RCP CL III or Polypropylene (Granular Backfill)	115	$114.00	/LF	$13,110.00	$13,110.00
ST-03	Provide 42" RCP CL III or Polypropylene (Natural Backfill)	45	$88.00	/LF	$3,960.00	$3,960.00
ST-08	Provide 18" RCP CL III or Polypropylene (Natural Backfill)	165	$30.00	/LF	$4,950.00	$4,950.00
ST-10	Provide 24" RCP CL III Culvert (Granular Backfill)	40	$55.00	/LF	$2,200.00	$2,200.00
ST-12	Provide 15" PVC or RCP (Natural Backfill)	80	$40.00	/LF	$3,200.00	$3,200.00
ST-13	Provide 15" PVC or RCP (Granular Backfill)	85	$33.00	/LF	$2,805.00	$2,805.00
ST-14	Provide 8' Diameter Storm Manhole	5	$430.00	/VF	$2,150.00	$2,150.00
ST-18	Provide 45"x29" RCP Flared End Section	1	$1,200.00	/EA	$1,200.00	$1,200.00
ST-19	Provide 42" RCP Flared End Section	1	$1,500.00	/EA	$1,500.00	$1,500.00
ST-21	Provide 24" RCP Flared End Section	2	$600.00	/EA	$1,200.00	$1,200.00
ST-22	Provide Type 'A' Inlet	2	$800.00	/EA	$1,600.00	$1,600.00
ST-23	Provide Type 'B' Inlet	4	$825.00	/EA	$3,300.00	$3,300.00
ST-24	Remove Pipe (Storm Sewer and Culverts)	230	$15.00	/LF	$3,450.00	$3,450.00
ST-26	Reconnect to Existing Inlet	1	$200.00	/EA	$200.00	$200.00
				Sub-Total	$52,925.00	$52,925.00
				Contingency	$2,646.25	$2,646.25
				Technical, Legal, and Administration	$10,585.00	$10,585.00
				Total Estimated Cost	**$66,156.25**	**$66,156.25**

WATER MAIN CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
W-01	Provide 12" PVC Watermain (Natural Backfill)	655	$36.00	/LF	$23,580.00	$23,580.00
W-02	Provide 12" PVC Watermain (Granular Backfill)	150	$53.00	/LF	$7,950.00	$7,950.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	20	$28.00	/LF	$560.00	$560.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	40	$39.00	/LF	$1,560.00	$1,560.00
W-05	Provide 6" PVC Hydrant Lead	20	$52.00	/LF	$1,040.00	$1,040.00
W-06	Provide Hydrant Assembly - 7.0 Bury	1	$3,500.00	/EA	$3,500.00	$3,500.00
W-09	Provide Hydrant Assembly - 9.0 Bury	1	$3,825.00	/EA	$3,825.00	$3,825.00
W-10	Provide Hydrant Assembly - 9.5 Bury	1	$3,900.00	/EA	$3,900.00	$3,900.00
W-11	Provide 12" Valve	2	$2,860.00	/EA	$5,720.00	$5,720.00
W-12	Provide 6" Valve	4	$1,250.00	/EA	$5,000.00	$5,000.00
W-16	Connection to Existing Water Main - American Boulevard	1	$7,500.00	/LS	$7,500.00	$7,500.00
				Sub-Total	$64,135.00	$64,135.00
				Contingency	$3,206.75	$3,206.75
				Technical, Legal, and Administration	$12,827.00	$12,827.00
				Total Estimated Cost	**$80,168.75**	**$80,168.75**

STORM WATER MANAGEMENT POND CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
SD-02	Unclassified Excavation / Pond Excavation - Site 2	19500	$4.75	/CY	$92,625.00	$92,625.00
SD-05	Landscaping - Topsoil, Seed, Fertilizer, and Mulch - Wetland Meadow Seeding - Ponds	325	$3.00	/SY	$975.00	$975.00
SD-06	Landscaping - Topsoil, Seed, Fertilizer, and Mulch - Upland Meadow Seeding - Ponds	3350	$1.60	/SY	$5,360.00	$5,360.00
SD-08	Clear and Grub Site 2	1	$1,139.51	/LS	$1,139.51	$1,139.51
SP-02	Provide Silt Fence	2630	$1.40	/LF	$3,682.00	$3,682.00
SP-03	Provide Inlet Protection, Type A	6	$100.00	/EA	$600.00	$600.00
SP-04	Provide Inlet Protection, Type C	2	$50.00	/EA	$100.00	$100.00
SP-05	Erosion Control Revegetation Mat., Channel	20	$1.35	/SY	$27.00	$27.00
SP-06	Erosion Control Revegetation Mat., Non-Channel	3350	$1.00	/SY	$3,350.00	$3,350.00
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12" Thick	94	$20.00	/SY	$1,880.00	$1,880.00
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18" Thick	206	$30.00	/SY	$6,180.00	$6,180.00
SP-09	Provide Tracking Pad	1	$1,500.00	/EA	$1,500.00	$1,500.00
SP-10	Remove Fence	265	$3.85	/LF	$1,020.25	$1,020.25
SP-13	Temporary Seed Topsoil Stockpile - Site 2	1	$1,500.00	/LS	$1,500.00	$1,500.00
ST-27	Pond Outlet Structure	1	$8,500.00	/EA	$8,500.00	$8,500.00
ST-29	Provide Stone Weeper - Site 2	1	$1,000.00	/LS	$1,000.00	$1,000.00
				Sub-Total	$129,438.76	$129,438.76
				Contingency	$6,471.94	$6,471.94
				Technical, Legal, and Administration	$25,887.75	$25,887.75
				Total Estimated Cost	**$161,798.45**	**$161,798.45**
				Total Estimated Project Cost	**$353,334.70**	

SCHEDULE C
RICHCO ROAD - SANITARY SEWER, STORM SEWER, WATERMAIN, AND STORM WATER MANAGEMENT POND
AMERICAN BOULEVARD TO RED MAPLE ROAD
PROPOSED ASSESSMENT RATES

ASSESSMENT RATE CALCULATIONS

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Sanitary Sewer	ACRE	26.240	$45,211.25	$1,723.02

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Storm Sewer	ACRE	35.845	$66,156.25	$1,845.65

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Watermain	ACRE	26.240	$80,168.75	$3,055.27

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Storm Water Management Pond Construction	ACRE	35.845	$161,798.75	$4,513.91

PROBABLE PROJECT FINANCING

Item	Cost Per Acre	Assessable Acreage	Total
Sanitary Sewer	$1,723.02	26.240	$45,211.25
Storm Sewer	$1,845.65	35.845	$66,156.25
Water Main	$3,055.27	26.240	$80,168.75
Storm Water Management Pond Construction	$4,513.91	35.845	$161,798.75
Total			$353,335.00

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: SANITARY SEWER MAIN, STORM SEWER MAIN, WATER MAIN, AND STORM WATER MANAGEMENT POND

LOCATION - RICHCO ROAD

COST PER UNIT - ACRE				SANITARY SEWER $1,723.02		STORM SEWER $1,845.65		WATER MAIN $3,055.27		STORM WATER MANAGEMENT POND $4,513.91				
PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT ACREAGE	CORNER LOT EXEMPTION	ASSESSABLE ACREAGE	ASSESSABLE COST	ASSESSABLE ACREAGE	ASSESSIBLE COST	ASSESSABLE ACREAGE	ASSESSABLE COST	ASSESSABLE ACREAGE	ASSESSABLE COST	STORM WATER TID #6 COST	TOTAL ASSESSMENT	COMMENTS
CITY OF DEPERE 335 S BROADWAY DE PERE WI 54115-2593	RICHCO RD WD-L179	3.416	0.646	2.770	$4,771.93	2.770	$5,111.53	2.770	$8,461.60	2.770	$12,501.31		$30,846.36	
CITY OF DEPERE 335 S BROADWAY DE PERE WI 54115-2593	1463 RED MAPLE RD WD-L179-3	6.324		6.324	$10,896.39	6.324	$11,671.86	6.324	$19,321.52	6.324	$28,545.94		$70,435.71	
CITY OF DEPERE 335 S BROADWAY DE PERE WI 54115-2593	2150 RICHCO RD WD-L179-4	2.426		2.426	$4,180.05	2.426	$4,477.54	2.426	$7,412.08	2.426	$10,950.74		$27,020.40	
KENNETH C STOCK 4696 GOLDEN POND PK #400 ONEIDA WI 54155	RICHCO RD WD-L179-5	1.533		1.533	$2,641.39	1.533	$2,829.37	1.533	$4,683.73	1.533	$3,459.91	$3,459.91	$13,614.40	Developed parcel for storm water management
CITY OF DEPERE 335 S BROADWAY DE PERE WI 54115-2593	RICHCO RD POND PARCEL	2.839		-	$0.00	-	$0.00	-	$0.00	-	$0.00		$0.00	Parcel is the storm water management pond.
KCS INC SUITE 400 1200 CENTENNIAL CENTRE ONEIDA WI 54155	RICHCO RD WD-L178-1-1	4.515		4.515	$7,779.44	4.515	$8,333.09	4.515	$13,794.54	4.515	$10,190.14	$10,190.14	$40,097.21	Developed parcel for storm water management
JOHN & LISA DOUGHERTY 1279 SUNNY CREEK DR GREEN BAY WI 54313	RICHCO RD WD-L179-7	5.370		5.370	$9,252.63	5.370	$9,911.12	5.370	$16,406.79	5.370	$12,119.84	$12,119.84	$47,690.37	Developed parcel for storm water management
KENNETH C STOCK 4696 GOLDEN POND PK #400 ONEIDA WI 54155	RICHCO RD WD-L178-2	3.302		3.302	$5,689.42	3.302	$6,094.32	3.302	$10,088.50	3.302	$7,452.46	$7,452.46	$29,324.69	Developed parcel for storm water management
KENNETH C STOCK 4696 GOLDEN POND PK #400 ONEIDA WI 54155	1409 RED MAPLE RD WD-L178-1	9.605		-	$0.00	9.605	$17,727.42	-	$0.00	9.605	$21,678.03	$21,678.03	$39,405.46	Developed parcel for storm water management
	TOTAL	39.330	0.646	26.240	$45,211.25	35.845	$66,156.25	26.240	$80,168.75	35.845	$106,898.37	$54,900.38	$298,434.62	

Notes:

(1) The storm water management pond is designed to treat all parcels to 80% TSS removal. There are several "developed" parcels in the assessment boundary that only need to obtain treatment of 40% TSS when redeveloped per the current City Municipal Code. TID#6 is funding 50% of the storm water management pond cost for the developed parcel so that the City can obtain 80% TSS removal for the City's TMDL discharge limits.

(2) Assessments based on lot layout per the attached assessment boundary map.

Draft Draft Draft

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #16-31, Authorizing Agreement for Contractor Services Between the City of De Pere and Ferguson Waterworks (2016 Hydrant Painting).**

The Board of Public Works approved the award of contract for the hydrant painting project to Ferguson Waterworks Services of Appleton, WI in the amount of $93.00 per hydrant at the March 7, 2016 meeting.

In the past, the City's fire hydrants have been painted by seasonal staff every summer. Over time there has been a buildup of paint that tends to occur in addition with rust build up occurring. Also, the fire department has requested the water department to paint the hydrants throughout the City to match the current fire code requirements. (See attached request). As a result of all this, staff felt it was in the City's best interest to hire a contractor to sand blast all hydrants to remove all rust and paint buildup and then spray paint the hydrants accordingly. This will be the third and final year of hydrant painting of what was originally anticipated to be a four year program. During our planning of this project, staff talked to other communities in the area to see if they had any hydrant painting plans for the upcoming year. It turns out that the City of Appleton, Manitowoc Public Utilities, Village of Hobart, Village of Howard, Village of Wrightstown, and the Town of Lawrence intended to do the same. Therefore, the City bid this project as a joint project with these communities. The intent of bidding the projects together were to try to achieve some cost savings for each municipality.

The City received the following bids (See attached summary) for the hydrant painting:

Ferguson Waterworks Services, Appleton, WI = $ 93.00 per hydrant
Thul Specialty Contracting, Inc., Elk River, MN = $ 192.00 per hydrant

The 2016 water utility budget has $50,000 allocated for hydrant painting.

ATTACHMENTS:

- Reso16-31 (DOCX)
- Ferguson (hydrant painting) 3-16-169-002-16 (DOCX)
- Exhibit A - Ferguson (PDF)
- Exhibit B - Ferguson (PDF)
- Hydrant Painting Proposal Amounts 03-02-16 (XLSX)

RESOLUTION #16-31

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND FERGUSON WATERWORKS
(2016 Hydrant Painting)

WHEREAS, the City is in need of hydrant painting services; and

WHEREAS, Ferguson Waterworks has available and offers to provide personnel and equipment necessary to perform the hydrant painting services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Ferguson Waterworks (2016 Hydrant Painting) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-31 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND FERGUSON WATERWORKS (2016 Hydrant Painting)

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Ferguson Waterworks, a branch of Ferguson Enterprises, Inc., a foreign corporation authorized to do business in Wisconsin ("Contractor").

WITNESSETH

WHEREAS, the City is in need of hydrant painting services; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to perform the hydrant painting services within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 2, 2016 (Exhibit A) and Contractors Proposal thereto dated February 25, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services described in Exhibit A except that the requirement of providing a Performance Bond found in Exhibit A is hereby deleted.

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

III. SCOPE OF CITY SERVICES

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

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIAILITY OF INFORMATION

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

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder should be completed by September 30, 2016. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay and the Contractor agrees to accept the per hydrant rates as provided in Exhibit B. Payment to the Consultant shall be made per the terms as identified in Exhibit A. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONTRACTOR

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

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

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of each municipality as herein provided.

XIII. SUBCONTRACTS

Subcontracting any portion of the work to be performed under this project is not permitted.

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

If to Contractor:

Ferguson Waterworks
Attention: John Paalman
5350 North Richmond Street
Appleton, WI 54915

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

FERGUSON WATERWORKS	**CITY OF DE PERE**
By:	By:
_____	_____
Print Name: _____	Michael J. Walsh, Mayor
Title: _____	
_____	_____
Print Name: _____	Shana D. Ledvina, Clerk-Treasurer
Title: _____	

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Attachment: Ferguson (hydrant painting) 3-16-169-002-16 (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

City of De Pere

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

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

February 2, 2016

John Paalman
Ferguson Waterworks Services
5350 North Richmond Street
Appleton, WI 54915

RE: Request for Proposals
Hydrant Painting

The **City of Appleton, City of De Pere, Manitowoc Public Utilities, Village of Hobart, Village of Howard, Village of Wrightstown, and the Town of Lawrence** are requesting a proposal from your firm to paint existing hydrants in each community. The work under this proposal includes providing labor, materials, and services associated with preparing, priming and painting approximately 50 hydrants in the City of Appleton, approximately 400 hydrants in the City of De Pere, approximately 100 hydrants in the City of Manitowoc, approximately 75 hydrants in the Village of Hobart, approximately 200 hydrants in the Village of Howard, approximately 25 hydrants in the Village of Wrightstown, and approximately 40 hydrants in the Town of Lawrence. All work must conform to the accepted practices for sandblasting and painting of hydrants and the proposal should reflect the necessary effort to perform this work and any additional efforts the firm feels are necessary to complete the project. Subcontracting is not permitted.

Scope of Work:

1. **Workmanship**

All work shall be done in a workmanlike manner so that the finished surfaces will be free from **rust, bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.** All coats shall be applied in such a manner as to produce an even film of uniform thickness, completely coating all corners and crevices, including the undersides of nozzles and flanges.

All hydrant caps should be tightened down prior to blasting, preventing any damage or painting of the nozzle threads

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

2. Atmospheric Conditions

As specified, all paints shall be applied only to surfaces that are thoroughly dry and only under such combination of humidity and temperatures of the atmosphere and surfaces to be painted as will cause evaporation rather than condensation. In no case, shall any paint be applied to moist or frosty surfaces.

3. Contractor Responsibilities

The contractor shall be responsible for all permits, blasting, painting, and disposal of debris associated with blasting, meeting all federal, state and local regulations and standards that are in any way applicable.

The contractor shall supervise and direct the work using his/her best skill and attention, and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work.

The contractor shall employ competent forepersons and laborers. Workers shall be an expert in their respective branches of work shall be employed where special skill is required.

The contractor shall provide qualified supervision of each crew at all times while working under this contract. The foreperson shall be required to work with and supervise the crews at all times under work of this contract in order to supply sufficient supervision to maintain order and control of the work.

Contractor shall comply with all OSHA requirements.

All blasting and painting work will be done in containment.

The contractor shall provide protection to any sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so sandblasting and spray primer/paint materials does not discolor or damage said sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so. Any paint that adheres to adjacent surfaces must be cleaned off, especially sidewalks.

The contractor is responsible for two (2) additional attempts to sandblast, prime and paint any hydrants that are passed due to a hazard preventing contractor from completing the work during normal progress (i.e. car parked too close). The contractor shall notify the Water Foreperson before the end of each day regarding hydrants that have been passed over due to hazards.

The contractor is responsible to provide at all times, adequate traffic/pedestrian control per the Manual of Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc. protecting all hazards.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

The contractor will provide the Water Utility 48 hours' notice prior to commencing any work. This notice will provide the dates and locations of the work being done, in order for the Water Utility to provide notification that may be necessary and to conduct an inspection upon completion of the work.

The contractor will notify the Water Utility of any accidents, injuries, or complaints by the general public to allow the Water Utility to follow up on these matters.

All other damages that occur will be the responsibility of the contractor to repair or replace.

4. Water Utility Responsibilities

The Water Utility of each municipality will provide street maps showing which hydrants are to be painted.

The Water Utility of each municipality will provide the contractor a list of hydrant with cap colors.

If the contractor feels a hydrant has lead based paint and was installed prior to 1985 then the contractor shall notify the Water Utility immediately. The contractor will then have the paint tested for lead. The Water Utility is responsible for all costs associated with testing the hydrants for the presents of Lead base paint. Payment for this work will be done under the bid item "Price per Hydrant for Lead Testing.

If the Lead test shows that Lead is detected, the contractor will dispose of the lead paint. The Water Utility is responsible for all costs associated with disposing of the lead base paint waste. Payment for this work will be done under the bid item "Price per Hydrant for Lead Paint Disposal.

5. Surface Preparation

Commercial Blast Cleaning - Blast all surfaces to be coated using a **non-silica** type blasting media (or equal). Blasting must be done to the complete above-ground portion of the hydrant to assure removal of all rust and debris in accordance with SSPC-SP 6 (NACE 3), which is an abrasive blast with angular abrasive to remove all visible mill scale, rust, coating, oxides, corrosion products, and other foreign matter. Minimum surface profile is (1mil).

All metal/cast surfaces shall receive an abrasive blast that will remove paint, and rust from each hydrant that includes barrel, caps, and chains.

All blasting and painting work will be done in containment.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

Contractor is responsible for cleanup of excess sandblast material from the sidewalk, driveway, surrounding paved areas, turf and/or landscaping. All blasting material from sandblast operations shall be removed from the site the same day it is placed. Under no circumstances will debris be left on the terrace areas over the weekend unless otherwise approved by the Water Utility.

All primer coating shall be immediately applied after sandblasting.

6. Complete Primer Coating

Hydrants shall have all exposed above ground surfaces spray applied with Devran 224 QC Low Temperature Cure Epoxy Primer (or equal) applied to a minimum 5 mil dry film thickness immediately after sandblasting. Drying time between coats shall be as recommended by the paint manufacturer.

All primer painting work will be done in containment.

7. Hydrant Painting

All painting work will be done in containment.

The final hydrant painting shall be specified by the following community requirements.

City of Appleton:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Safety green, safety orange or safety red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant. Contractor shall submit paint color samples for hydrants to the Appleton Public Works for approval prior to painting.

Hydrant Caps shall be all black as directed by the Water Utility. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

City of De Pere:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be “Traffic Safety blue, “Traffic Safety” green, “Traffic Safety” orange, and “Traffic Safety” red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Manitowoc Public Utilities:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel “Red” (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be painted to match the hydrant. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Village of Hobart:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel “Red” (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be “Traffic Safety blue, “Traffic Safety” green, “Traffic Safety” orange, and “Traffic Safety” red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Village of Howard:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel “Red” (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be “Traffic Safety blue, “Traffic Safety” green, “Traffic Safety” orange, and “Traffic Safety” red. Contractor shall submit paint color samples for caps to the

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Village of Wrightstown:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors shall be painted to match the hydrant. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Town of Lawrence:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be "Traffic Safety blue, "Traffic Safety" green, "Traffic Safety" orange, and "Traffic Safety" red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

8. Hours of Work

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the Water Utility of each municipality.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

9. **Warranty**

All work shall be warranted for a period of two (2) years from the date of final completion.

10. **Payment**

Payment shall be made when the following conditions have been met:

1) The Water Utility has inspected and has determined that all the specifications and conditions have been met to the Water Utility's satisfaction.

2) A detailed invoice is submitted to the individual Water Utility for the specific municipality showing which hydrants have been completed.

Schedule:

All hydrant painting for the City of Appleton, City of De Pere, Manitowoc Public Utilities, Village of Hobart, Village of Howard, Village of Wrightstown, and Town of Lawrence shall be completed by September 30, 2016. The contractor shall submit in writing to each Water Utility of each municipality a proposed schedule of when hydrant painting work will start and when it will be completed. The contractor shall adhere to the proposed work schedule unless otherwise agreed upon with the Water Utility of each municipality.

Performance Bond:

The Water Utility of each municipality may require that the successful Contractor for this proposal provide a performance bond as part of the contract. Contractor shall submit the costs for the performance bond in designated area on proposal sheets for each community provided with this proposal to complete all work mentioned above.

The intent of the performance bond is if the rate at which the work is performed is, in the judgment of the Water Utility of each municipality, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the contractor refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time submitted by the contractor, or if in any event, the contractor fails to proceed with the work in accordance with the requirements and conditions of the specifications, the Water Utility of each municipality shall have full right and authority after giving seven (7) days written notice to the contractor of its intention to do so, to take the work out of the hands of the contractor and/or to re-let the same to other contractors. In doing so, the Water Utility of each municipality will utilize the performance bond to complete the contract work.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

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

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least five (5) references for hydrant painting done in the past two (2) years.

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

Sealed proposals marked **"2016 Hydrant Painting Bid"** on envelope are to be delivered or mailed to:

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

All sealed proposals shall be received no later than 2 p.m. on Wednesday, March 2, 2016.

The City of Appleton, City of De Pere, Manitowoc Public Utilities, Village of Hobart, Village of Howard, Village of Wrightstown, and Town of Lawrence reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective Village Boards, City Council, or Commission deems most favorable to the best interest of their community.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

City of De Pere Water Utility
2016 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

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

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

Price per Hydrant: $ _____

Price per Hydrant for Lead Testing: $ _____

Price per Hydrant for Lead Paint Disposal: $ _____

Brand of Paint: _____

Product Name: _____

Product Series : _____

Brand of Primer: _____

Product Name: _____

Product Series: _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

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

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

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

_____ _____
Signature of Bidder Date

_____ _____
Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Completion Date: _____

Performance Bond

The City of De Pere may require that the successful Contractor for this proposal to provide a performance bond as part of the Contract.

Additional Cost to City, if any, for the Performance Bond $_____

Attachment: Exhibit A - Ferguson (4483 : Resolution #16-31, Authorizing Agreementt for Hydrant Painting)

City of De Pere Water Utility

2016 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

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

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

Price per Hydrant: $ 93.00

Price per Hydrant for Lead Testing: $ 25.00

Price per Hydrant for Lead Paint Disposal: $ 15.00

Brand of Paint: Devoe

Product Name: 379 UVA

Product Series : "

Brand of Primer: Devran

Product Name: 224 HS

Product Series: "

Fergusonwater
Name of Firm

5350 N Richmond St Appleton WI
Address of Firm

920-740-3131
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Ferguson Water and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

2-25-16
Date

John Paalman
Print or Type Name of Bidder

Services Manager
Title

Estimated Start Date: open

Estimated Completion Date: " "

Performance Bond

The City of De Pere may require that the successful Contractor for this proposal to provide a performance bond as part of the Contract.

Additional Cost to City, if any, for the Performance Bond $ 400.00

DePere

Hydrant Painting Proposals March 2, 2016

Company Name	Community	Hydrant Each	Hydrant Lead Testing Each	Hydrant Lead Paint Disposal Each
Ferguson Waterworks Services				
	City of Appleton	$93.00	$25.00	$15.00
	City of De Pere	$93.00	$25.00	$15.00
	Manitowoc Public Utilities	$70.00	$25.00	$15.00
	Village of Hobart	$70.00	$0.00	$0.00
	Village of Howard	$93.00	$25.00	$15.00
	Village of Wrightstown	$70.00	$25.00	$15.00
	Town of Lawrence	$70.00	$0.00	$0.00
Great Lakes Protective Coatings				
	City of Appleton	No Bid	No Bid	No Bid
	City of De Pere	No Bid	No Bid	No Bid
	Manitowoc Public Utilities	No Bid	No Bid	No Bid
	Village of Hobart	No Bid	No Bid	No Bid
	Village of Howard	No Bid	No Bid	No Bid
	Village of Wrightstown	No Bid	No Bid	No Bid
	Town of Lawrence	No Bid	No Bid	No Bid
Giant Maintenance & Restoration, Inc.				
	City of Appleton	No Bid	No Bid	No Bid
	City of De Pere	No Bid	No Bid	No Bid
	Manitowoc Public Utilities	No Bid	No Bid	No Bid
	Village of Hobart	No Bid	No Bid	No Bid
	Village of Howard	No Bid	No Bid	No Bid
	Village of Wrightstown	No Bid	No Bid	No Bid
	Town of Lawrence	No Bid	No Bid	No Bid
Thul Specialty Contracting, Inc.				
	City of Appleton	$192.00	$10.00	$10.00
	City of De Pere	$192.00	$10.00	$10.00
	Manitowoc Public Utilities	$192.00	$10.00	$10.00
	Village of Hobart	$192.00	$10.00	$10.00
	Village of Howard	$192.00	$10.00	$10.00
	Village of Wrightstown	$192.00	$10.00	$10.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Karen Heyrman**
SUBJECT:	**Resolution #16-32, Authorizing Agreement for Consulting Services Between the City of De Pere and River Valley Testing Corp. (2016 Soil Boring).**

The Board of Public Works at the March 7, 2016 meeting approved the quote from RVT for Soil Boring estimated at $975.00.

The Engineering Department received proposals for soil borings that will be completed in conjunction with the City's 2016 construction projects. The total cost of this work was estimated using 2015 final quantities as follows:

Soil Boring	Estimate
RVT	$975.00
PSI	$1,290.00
BATC	Do not perform soil borings

Funds for this work are budgeted in the various capital projects accounts.

ATTACHMENTS:

- Reso16-32 (DOCX)
- RVTC (Soil Boring) 3-16-189-003-16 (DOCX)
- Exhibit A - RVT (PDF)
- Exhibit B - RVT (PDF)

RESOLUTION #16-32

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RIVER VALLEY TESTING CORP.
(2016 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2016 construction projects; and

WHEREAS, River Valley Testing Corp. has available and offers to provide personnel and equipment necessary to accomplish the soil boring services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and River Valley Testing Corp. (2016 Soil Boring) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-32 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RIVER VALLEY TESTING CORP. (2016 Soil Boring)

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Bay Area Testing & Consulting, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of soil boring services for its 2016 construction projects; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 8, 2016 (Exhibit A) and Consultants Proposal thereto dated February 10, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIAILITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the testing services and that Consultant shall respond to City's request for services as described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:	With a copy to:
City of De Pere	City of De Pere
Attention: City Clerk-Treasurer	Attention: Assistant City Engineer
335 South Broadway Street	925 South Sixth Street
De Pere, WI 54115	De Pere, WI 54115

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

If to Consultant:

River Valley Testing Corp.
Attention: Mark E. King, P.E.
1280 Parkview Road
Green Bay, WI 54304

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

RIVER VALLEY TESTING CORP.
By:

_____
Print Name: _____
Title: _____

_____
Print Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\RVTC (Soil Boring) 3-16-189-003-16.docx

Attachment: RVTC (Soil Boring) 3-16-189-003-16 (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen Heyrman, P.E.
Assistant City Engineer
khyerman@mail.de-pere.org
www.de-pere.org

February 8, 2016

Mr. Mark King, P.E., Branch Manager
River Valley Testing Corporation
mking@rvtcorp.com

RE: Soil Testing Services – 2016 Construction
City of De Pere

Dear Mr. King:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2016 construction on City projects. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Attachment: Exhibit A - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2016 construction materials consulting.

Your proposal must be submitted to our office by February 22, 2016, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2016 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

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

SCOPE OF SERVICES:

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

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

SCHEDULING:

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

INSURANCE:

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

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

Attachment: Exhibit A - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

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

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Attachment: Exhibit A - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

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

Attachment: Exhibit A - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

RIVER VALLEY TESTING CORP.

PROPOSAL FOR:

GEOTECHNICAL ENGINEERING AND
CONSTRUCTION MATERIALS CONSULTING SERVICES
2016 CONSTRUCTION
DE PERE, WISCONSIN

Prepared for:

MS. KAREN HEYRMAN, P.E.
ASSISTANT CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Submitted by:

MR. MARK E. KING, P.E
RIVER VALLEY TESTING CORPORATION
1280 PARKVIEW ROAD
GREEN BAY, WI 54304
(920) 347-9040

FEBRUARY 10, 2016

Neenah Green Bay Madison

Attachment: Exhibit B - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

Exhibit B

RIVER VALLEY TESTING CORP.

1280 Parkview Road
Green Bay, WI 54304
Office: 920/347-9040
Fax: 920/347-9044

February 10, 2016

Ms. Karen Heyrman, P.E.
Assistant City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

Re: Proposal For:
Geotechnical Engineering and
Construction Materials Consulting Services
2016 Construction
De Pere, Wisconsin

Ms. Heyrman:

River Valley Testing (RVT) appreciates the opportunity to continue to develop our relationship with the City of De Pere by providing geotechnical engineering and construction materials consulting services to support your 2016 projects. We feel RVT continues to possess the requisite capabilities, knowledge, and resources that have allowed us to successfully perform the City of De Pere's geotechnical and construction materials consulting requirements in the past.

Since 1997, the City of De Pere and RVT have had a successful history of working together. By choosing RVT to perform consulting services for your projects in 2016, you will be working with a trusted partner who is very knowledgeable of your construction practices, methods, and specifications.

RVT brings to your projects a depth and quality of resources typically found in a large national firm combined with the personalization of service delivery and flexibility of a small local firm. These attributes in conjunction with our ability to tailor quality and risk management methodology provides you with a strong value proposition that maximizes your probability of success and minimizes your risk.

Respectfully submitted,
RIVER VALLEY TESTING CORP.

Mark E. King

Mark E. King, P.E.
Branch Manager

Attachment: Exhibit B - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

Proposed Fee Schedule

Company Name: River Valley Testing Corp.

Company Address: 1280 Parkview Road

Company Address: Green Bay, WI 54304

Company Representative: Mark E. King P.E., Branch Manager

Signature: Mark E King

Item	Fee	Unit
Engineering Services		
Project Manager	$68.00	Per hour
Project Engineer	$95.00	Per hour
Staff Engineer	$78.00	Per hour
Field Technician		
Senior Technician	$50.00	Per hour
Technician	$42.00	Per hour
Clerical	$35.00	Per hour
Mileage	$0.54	Per mile
Laboratory Testing Services		
Standard Proctor	$110.00	Per each
Modified Proctor	$120.00	Per each
Concrete Compression Test (Cylinder by Company)	$11.50	Per each
Concrete Compression Test (Cylinder by City)	$15.50	Per each
Handling of Backup Cylinders	$9.00	Per each
Aggregate Sieve Analysis	$68.00	Per each
Atterberg Limits	$48.00	Per each
Permeability, Granular Soils	$250.00	Per each
Permeability, Cohesive Soils	$300.00	Per each
Field Technician Services		
Sample Pickup	$55.00	Per each
Support Vehicle	$0.54	Per mile
Nuclear Density Gauge	$25.00	Per ½ day
Nuclear Density Gauge	$40.00	Per day
Soil Boring		
Mobilization	$125.00	Per each
Soil Boring	$10.00	Per vertical foot
Report	$650.00	Per each

2016 FEE SCHEDULE
City of De Pere

PROFESSIONAL SERVICES:	Fees
1. Principal Registered Engineer	$135.00/hour
2. Registered Engineer	$95.00/hour
3. Staff Engineer	$78.00/hour
4. Project Manager	$68.00/hour
TECHNICAL STAFF:	
1. Senior Technician	$50.00/hour
2. Technician	$42.00/hour
3. Clerical	$33.00/hour
LABORATORY:	
1. Laboratory Moisture-Density Relationship	
a. Standard Proctor (ASTM D698)	$110.00/each
b. Modified Proctor (ASTM D1557)	$120.00/each
c. Clay Sample Preparation	$60.00/each
d. One-Point Proctor Check (ASTM D698 or D1557)	$45.00/point
2. Mechanical Analysis on Submitted Samples	
a. Through the #200 Sieve (ASTM C117 or C136)	$68.00/each
b. Through the #200 Sieve Only (ASTM C117)	$45.00/each
c. #10 Through 0.001mm by Hydrometer Method (ASTM D422)	$100.00/each
3. Atterberg Limits Including Plasticity Index (ASTM D4318)	$48.00/each
4. Water Content and Dry Density	$20.00/each
5. Water Content Only (ASTM D2216)	$10.00/each
6. Unconfined Compression Test (ASTM D2166)	$45.00/each
7. Organic Content Test (ASTM D2974)	$30.00/each
8. Hydraulic Conductivity	
a. Flexible Wall / Falling Head Method	$300.00/each
b. Flexible Wall/Constant Head Method with Recompacted Sample (ASTM D5084)	$350.00/each
c. Flexible Wall/Constant Head Method	$300.00/each
d. Constant Head (Granular Soil) Method (ASTM D2434)	$250.00/each
9. Consolidated Test (ASTM D2435)	
a. Initial Load/Unload	$400.00/test
b. Additional Cyclic Loadings	$75.00/cyclic
10. Triaxial Tests (per confining pressure) (ASTM D2850 or D4767)	Special Quotation
11. Pressuremeter Testing	Special Quotation

River Valley Testing Corp
www.rvtcorp.com

Neenah
920.866.1406

Green Bay
920.347.9040

American Wind Energy Association MEMBER

Attachment: Exhibit B - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

2016 FEE SCHEDULE
City of De Pere

EQUIPMENT:	Fees
1. Drill Rig Mobilization	
a. Truck Rig	$125.00/mob
b. ATV Rig	$250.00/mob
c. Daily Truck Rig Rental	$125.00/day
d. Daily ATV Rig Rental	$150.00/day
2. Drilling and Sampling	
a. Auger Drilling (no sampling)	$8.00/foot
b. 0'-40'	$10.00/foot
c. 40'+	$18.00/foot
d. Rock Core Set-up	$150.00/each
e. Rock Coring	$55.00/foot
f. Hard Drilling Surcharge (N ≥ 50 bpf)	$8.00/foot
3. Deck Penetration and Patch	$200.00/each
4. Concrete or Asphalt Patching	$25.00/hole
5. Boring Abandonment (In Accordance with Wisc. Admin. Code NR112)	$4.25/foot
6. Shelby Tubes (If damaged during sampling)	$15.00/each
7. Per Diem	$175.00/day
8. Access Delay	$150.00/hour
9. Manual Boring Equipment Rental	
a. SPT Sampling Equipment	$100.00/day
b. Hydraulic Tripod Assembly	$350.00/day
10. Power Auger Rental	$100.00/day
11. Coring Machine Rental	$100.00/day
12. Concrete Testing Equipment Rental	$25.00/day
13. Traffic Control Signage	$100.00/day
14. Mileage	$0.54/mile
15. Subcontractor	Cost + 15%
16. Necessary Expenses (ie. Required permits or fees)	Cost + 15%

REMARKS:

The above rates are valid for calendar year 2014. Services not listed on this schedule will be quoted on request. The minimum invoice for services provided during any month is $25.00. An overtime rate of 1.5 times the standard rate will apply for services performed over 8 hours per day or outside of 7:00 am to 6:00 pm on Monday through Friday, or anytime on Saturday. Personnel rates are portal to portal. A premium rate of 2.0 times the standard rate will apply for services performed on Sundays and holidays. One day advance scheduling is requested for all field testing services; same day scheduling may be subject to additional charges.

River Valley Testing Corp
www.rvtcorp.com

Neenah
920.866.1406

Green Bay
920.347.9040

Attachment: Exhibit B - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

GENERAL CONDITIONS

1. SCOPE OF SERVICES: River Valley Testing Corp (hereafter referred to as RVT) shall perform the work defined in this Agreement. "Client" refers to the person or business entity for whom the work is performed. "Work" refers to the specific geotechnical, analytical testing or other services to be performed by RVT as set forth in the proposal or written quotation. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose.

   RVT will not be liable for any work, advice, judgement or decision based on any inaccurate or incomplete information furnished by the Client or other contractors engaged by or for the Client, and the Client will indemnify RVT against liability resulting from such information.

2. ACCESS/UTILITIES: The Client will arrange access to the site as is necessary for RVT to complete the work. RVT will take reasonable precautions to minimize damage to the site due to its operation, but the fee for repairing damaged has not been included. By furnishing right-of-access, the Client recognizes that the risk of damage to the site can be minimized, but not eliminated. If the Client desires or requires RVT to restore the site to its former condition, upon written request, RVT will perform such additional work as is necessary to do so and the Client agrees to pay RVT the cost thereof plus 15%.

   The Client is responsible for locating all subterranean or latent conditions and agrees to indemnify and save RVT harmless from all claims, suits, losses, cost and expenses including reasonable attorney's fees as a result of personal injury, death or property damage occurring from damage to subterranean structures and which are not called to RVT's attention in writing prior to commencement of work.

3. RESPONSIBILITY: RVT's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. RVT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. RVT's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

   The services of RVT field personnel do not include responsibility for superintendence of the construction process or direction of the actual work of the contractor, subcontractor or other tradesmen. It is further agreed that RVT is not responsible for, nor is RVT to review the adequacy of job safety on the project.

4. SAMPLES: Unless otherwise agreed or consumed in testing, test specimens will be retained for a maximum of thirty (30) days following submission of RVT's report to the Client.

5. INSURANCE: RVT will carry workman's compensation insurance and public liability in conformance with state law. The Client agrees to limit liability of RVT to the limits of RVT's insurance. The Client is responsible for requesting specific inclusions that are not covered in RVT's insurance.

6. PAYMENT: RVT will submit monthly invoices for services performed during the preceding period. Payment is due upon receipt of invoice and shall be considered past due thirty (30) days after receipt of invoice.

   The Client shall provide RVT a written statement of any items in question within fifteen (15) days of receipt of invoice.

   The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month (18% annually) or the maximum allowed by law on past due accounts.

7. OWNERSHIP OF DOCUMENTS: Reports, plans and other work prepared by RVT will remain the property of RVT until all fees for RVT's services have been paid in full. The Client agrees that all reports and other work furnished to the Client and its agents, not paid for in full, will be returned upon demand and will not be used for licensing, permits, design and/or construction. Further, the Client and its agents agree not to retain copies, photocopies, facsimile, or electronically duplicated copies of reports for which the payment for services is in dispute.

8. Client agrees to limit all liability of RVT and its employees to the total amount of the fee paid to RVT with respect to this Agreement. It is expressly agreed that the remedy contained in this Section 8 is agreed to be the exclusive, sole remedy for any breach of this Agreement.

9. INDEMNITY: The Client, and if the Client acting as an agent for a principal in ordering work from RVT then also said principal, agrees to indemnify defend and hold RVT, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to court costs and reasonable attorney's fees arising, or alleged to have arisen, out of or resulting or alleged to have resulted from the performance of RVT's work on or about the subject project and caused in whole or in part by any negligent, willful or wanton act or omission of the Client or the Client's principal or any party directly or indirectly employed by the Client or the Client's principal or anyone for whose acts the Client or the Client's principal may be liable except to the extent, and only to such a degree, as such claim, suit, loss or damage is caused by the negligent willful or wanton act of RVT, its officers, agents, employees or anyone for whose acts RVT may be liable. In the event the Client or the Client's principal shall bring any suit, cause of action, claim or counterclaim against RVT to the extent that RVT shall prevail upon such suit, cause of action, claim or counterclaim the person initiating such action shall pay to RVT the costs expended by RVT to answer and/or defend against such suit, cause of action, claim or counterclaim including reasonable attorney fees, witness fees and other related expenses.

10. TERMINATION: This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, RVT shall be compensated by the Client for all services performed up to, and including, the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place RVT's files in order and/or to protect its professional reputation.

11. ASSIGNS: Neither the Client or RVT may delegate, assign, sublet or transfer its duties, interests or responsibilities in this Agreement without written consent of the other party.

Engineering Resources, Testing Solutions

PROJECT DATA SHEET

1060 Breezewood Lane, Suite 102, Neenah, WI 54956, 920/886-1406, Fax 920/886-1409
1280 Parkview Road, Green Bay, WI 54304, 920/347-9040, Fax 920/347-9044
www.rvtcorp.com

Project Information

Project Name: _____

Project Address: _____

Your Job Number: _____ Purchase Order: _____

Project Manager: _____ Cell Phone: _____ E-Mail: _____

Site Supervisor: _____ Cell Phone: _____ E-Mail: _____

Report Distribution

Name	Company	E-mail Address	Send All Reports?
_____	_____	_____	☐ Yes ☐ No, send:_____
_____	_____	_____	☐ Yes ☐ No, send:_____
_____	_____	_____	☐ Yes ☐ No, send:_____
_____	_____	_____	☐ Yes ☐ No, send:_____

Invoicing Information

Company Responsible for Payment: _____

Accounts Payable E-mail: _____

E-mail copy of invoice to Project Manager? ☐ Yes ☐ No

Other Instructions: _____

_____

_____

Additional Information

Other Pertinent Information: _____

_____

_____

Signature: _____ Title: _____ Date: _____

Attachment: Exhibit B - RVT (4487 : Resolution #16-32, Authorizing Agreement with RVT 2016 Soil Borings)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Karen Heyrman**
SUBJECT:	**Resolution #16-33, Authorizing Consulting Services Agreement Between the City of De Pere and Bay Area Testing & Consulting, LLC (2016 Materials Testing).**

The Board of Public Works at the March 7, 2016 meeting approved BATC's estimated quote of $34,327.30 for the 2016 Materials Testing.

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2016 construction projects. The total cost of this work was estimated using 2015 final quantities as follows:

Materials Testing	Estimate
BATC	$34,327.30
PSI	$34,377.40
RVT	$39,110.30

Funds for this work are budgeted in the various capital projects accounts.

ATTACHMENTS:

- Reso16-33 (DOCX)
- BATC (Materials Testing) 3-16-189-002-16 (DOCX)
- Exhibit A - BATC (PDF)
- Exhibit B - BATC (PDF)

RESOLUTION #16-33

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC
(2016 Construction Materials Testing)

WHEREAS, the City is in need of construction materials testing services for its 2016 construction projects; and

WHEREAS, Bay Area Testing & Consulting, LLC has available and offers to provide personnel and equipment necessary to accomplish the testing services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Bay Area Testing & Consulting, LLC (2016 Construction Materials Testing) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-33 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND BAY AREA TESTING & CONSULTING, LLC (2016 Construction Materials Testing)

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Bay Area Testing & Consulting, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials testing services for its 2016 construction projects; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 8, 2016 (Exhibit A) and Consultants Proposal thereto dated February 18, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIAILITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the testing services and that Consultant shall respond to City's request for services as described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Bay Area Testing & Consulting, LLC
Attention: Jacob P. Franzmeier, P.E.
3125 Birch Road, Suite B
Suamico, WI 54173

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

BAY AREA TESTING & CONSULTING, LLC
By:

_____
Print Name: _____
Title: _____

_____
Print Name: _____
Title: _____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\BATC (Materials Testing) 3-16-189-002-16.docx

Attachment: BATC (Materials Testing) 3-16-189-002-16 (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen M. Heyrman, P.E.
Assistant City Engineer
kheyrman@mail.de-pere.org
www.de-pere.org

February 8, 2016

Mr. Jacob Franzmeier
Bay Area Testing & Consulting
jake.franzmeier@gmail.com

RE: Soil Testing Services – 2016 Construction
City of De Pere

Dear Mr. Franzmeier:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2016 construction on City projects. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Attachment: Exhibit A - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2016 construction materials consulting.

Your proposal must be submitted to our office by February 22, 2016, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2016 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

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

SCOPE OF SERVICES:

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

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

SCHEDULING:

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

INSURANCE:

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

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

Attachment: Exhibit A - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

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

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

DELIVERY:

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

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

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

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

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

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

Attachment: Exhibit A - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Bay Area Testing & Consulting

PROJECT:

REQUEST FOR PROPOSAL
SOIL TESTING SERVICES
2016 CONSTRUCTION SEASON
CITY OF DE PERE, WISCONSIN

CLIENT:

MS. KAREN HEYRMAN, P.E.
ASSISTANT CITY ENGINEER

DATE:

FEBRUARY 18, 2016

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Bay Area Testing & Consulting

3125 Birch Road, Suite B
Suamico, WI 54173
Telephone: 920/660-5246
Fax: 920/544-9693

February 18, 2016

Ms. Karen Heyrman, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Request for Proposal
Soil Testing Services
2016 Construction Season
City of De Pere, Wisconsin

Ms. Heyrman:

Bay Area Testing & Consulting, LLC. (BATC) has prepared this Request for Proposal for the City of De Pere 2016 Soil Testing Services. The attached "Request for Proposal" includes the information that was requested in the Request for Proposal (RFP). BATC has submitted two (2) bound copies of this proposal for your use.

Respectfully,
Bay Area Testing & Consulting, LLC.

Jacob Franzmeier, P.E.
Owner / Geotechnical Engineer

cc: Eric Rakers, City Engineer

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

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2016 CONSTRUCTION SEASON
CITY OF DE PERE

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Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

1.0 INTRODUCTION

1.1 Proposing Firm

Bay Area Testing & Consulting, LLC. (BATC) would like to extend our expression of interest to the Request for Proposal for the City of De Pere Soil Testing Services for the 2016 Construction Season. BATC is located at 3125 Birch Road, Suite B, Suamico, Wisconsin. Mr. Jacob Franzmeier, P.E., is an owner and will be representing BATC for this contract. The office telephone number, which is also Jacob's mobile phone number, is 920-660-5246.

Bay Area Testing & Consulting, LLC.
3125 Birch Road, Suite B
Suamico, WI 54173
Phone: 920-660-5246
Fax: 920-544-9693
Email: jake.franzmeier@gmail.com

I, Jacob P. Franzmeier, am authorized to represent Bay Area Testing & Consulting, LLC.

Jacob P. Franzmeier, P.E.
Owner / Geotechnical Engineer

2/18/16
Date

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

1.2 Statement of Qualifications

In December, 2010, BATC was established in Green Bay, Wisconsin, to provide independent construction materials testing for various private, commercial, and municipal projects, along with Wisconsin Department of Transportation (WisDOT) projects. BATC is currently on the WisDOT list of qualified laboratories for concrete, soil, aggregate, and asphalt testing. BATC also participates in the AASHTO Materials Reference Laboratory (AMRL) Proficiency Sample Program for Coarse Aggregate. Since our staff has a wide variety of experience on projects throughout the state, our extensive knowledge and experience in soil, concrete, and asphalt field and laboratory testing results in exceptional quality control.

Further, our company goal is to provide accurate, detailed, and repeatable quality control results in a timely manner for an affordable price. Since all of our staff members have both extensive field and laboratory experience, we maintain that our test results are done both precisely and promptly, no matter who performs the testing, saving our clients both time and money.

All of our staff members are certified at different levels based on their experience and capabilities. Further, as an organization, we currently have certified personnel through both American Concrete Institute, the Wisconsin Department of Transportation Highway Technician Certification Program, and Troxler Laboratories. The following lists the current certifications and qualifications BATC employees currently maintain:

- Wisconsin DOT Certified PCC Technician – Level II
- Wisconsin DOT Certified PCC Technician – Level I
- Wisconsin DOT Certified ATTS Technician
- Wisconsin DOT Certified Aggregate Technician – Level I
- Wisconsin DOT Certified Grading Technician
- Wisconsin DOT Certified Aggregate Sampling Technician
- Wisconsin DOT Certified Concrete Strength Tester
- Wisconsin DOT Certified Nuclear Density Technician
- Wisconsin DOT Certified Asphalt Technician – Level II
- ACI Concrete Field Technician – Level I
- Soil Moisture/Density Operator – Troxler Electronics Labs, Inc.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2.0 PROJECT SCOPE OF SERVICES

We understand the City of De Pere is pursuing a qualified consulting firm to complete material testing services on an "as-needed" basis for the 2016 construction season under a fixed fee, open-ended contract. Our understanding of the scope of services includes but is not limited to the following:

- Earthwork Testing
- Subgrade Compaction
- Trench Compaction
- Crushed Aggregate Base Course Testing (Material and Compaction)
- Asphaltic Concrete Pavement Testing (Samples and Compaction)
- Concrete Testing
- Soil Borings
- Field Observation Related to Soil and/or Construction Conditions

BATC understands that the City of De Pere would like a firm that can provide the above listed scope of services in a timely and professional manner in compliance with industry standards, by certified technicians and engineers under the direct supervision of a Professional Engineer, licensed in the State of Wisconsin. Most test results will be submitted to the City within 24 hours, unless a further detailed analysis is needed to provide a more cost effective solution to the problem. All reports will be submitted in PDF format and paper copies will be provided, if requested.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2.1 Overview of Construction Materials Testing

BATC will provide construction materials field testing for the 2016 City of De Pere contract. BATC will be responsible for the concrete testing, soil and aggregate laboratory testing, soil and asphalt density testing, and asphalt sampling, as well as construction inspections and observations upon the City's request. For this contract, BATC will utilize subcontract services for some of the specialty laboratory testing services, if needed. Soil permeability testing will be performed by CQM, Inc., located in Green Bay, Wisconsin.

Some of the laboratory services that can be provided are: washed and unwashed sieve analysis, standard and modified proctors, Atterberg Limits, hydrometer testing, double hydrometer testing, percent material finer than the #200 sieve testing, fractured face count of coarse aggregate, specific gravity of fine and coarse aggregates, L.A. Abrasion, freeze-thaw soundness, sodium sulfate soundness, lightweight particles, organic content, organic impurities testing, compressive strength of concrete, mortar, and grout, flexural and splitting tensile strength of concrete, asphalt extraction and gradation including asphalt content, and determination of theoretical maximum density of bituminous concrete.

Some of the field testing services that can be provided are: slump, air content, temperature, unit weight, and yield of plastic concrete; soil bearing capacity verification; proof-rolling observations of subgrade soils; nuclear density testing of soil, base aggregate, and asphalt; concrete and asphalt coring and analysis; rebar inspection; mortar and grout testing; and concrete batch plant inspections, if requested.

The list of laboratory and field testing services that BATC listed above is not a complete list of tests that could be performed. As demand increases for a particular testing procedure, and as our company continues to grow, BATC evaluates our services on a case by case basis and determines whether or not to expand our services to meet the demand of the requested testing procedure.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2.2 City of De Pere Materials Testing Scope of Services

Prior to the start of each project for the City, BATC would like to obtain any available project plans and specifications, if allowed by the City contracts. If available, these plans and specifications can be submitted to us electronically. We have found with working in municipalities over the years, it is convenient for the field technicians to have project plans in case a situation arises wherein a City of De Pere inspector is not able to be on-site. During the peak of the construction season, we request a 24 hour courtesy call prior to on-site testing but in reality, we can typically make it on-site within 4 hours of being notified, and more times than not, sooner than 4 hours. BATC takes pride in reliable and timely service to our clients.

2.2.1 Earthwork, Subgrade and Trench Compaction, and Crushed Aggregate Base Course Testing Services

BATC field staff will provide base aggregate and soil sampling and testing, as requested, on projects throughout the City of De Pere. We will either obtain samples on-site after the material is delivered to the construction site or stockpiled on-site, or we will obtain samples from the pit or quarry using proper sampling methods. Further, we will provide test results for sieve analyses and proctor tests on granular soils within 24 hours of obtaining samples. However, when cohesive soils will be utilized for backfilling utility trenches or used for pond liners, proctor test results will typically be available within 36 hours of obtaining the sample because of the additional preparation time needed for cohesive soils.

After the completion of the laboratory testing and approval of the source by the City of De Pere, BATC will provide nuclear density testing on sub-base and base course, trench backfill, and/or structural fill materials. BATC will immediately notify the City of De Pere inspector of all test results before leaving the jobsite. If the inspector cannot be found on-site or by telephone, the City Project Manager will be notified prior to the technician's departure from the jobsite. Test results for compaction testing will be sent to the City of De Pere within 24 hours of our return to the laboratory.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2.2.2 Asphaltic Concrete Pavement Testing Services

During paving operations, BATC staff will provide on-site asphalt density testing and asphalt sampling on an as requested basis. Sampling of asphalt pavement may occur on-site or at the asphalt plant either by our qualified staff or the asphalt suppliers' staff, depending on the asphalt suppliers' insurance and liability restrictions. In either case, BATC personnel will be present during the sampling of the asphalt to ensure proper sampling techniques are followed. We typically require a 12 hour notice for any field sampling and testing, but will try to accommodate the schedule of either the City or asphalt paving contractor with a notice of 4 hours.

After sampling, BATC personnel will return the asphalt sample to our laboratory to perform testing. We are capable and certified to perform in our laboratory asphalt extraction and gradation analysis, including asphalt content, and theoretical maximum density of bituminous pavement. If further analysis is needed, such as determining the bulk density by use of gyratory compaction methods in the laboratory, we may have to employ a subcontractor to perform these services. However, we can determine bulk specific gravity of in-place compacted asphalt pavement from core samples from the roadway during construction, if needed. Test results for asphalt density testing will be provided within 48 hours of receiving the sample. Asphalt extraction and gradation and theoretical maximum density determination laboratory asphalt testing will be provided within 36 hours of receiving the sample.

2.2.3 Concrete Testing Services

Based on our past experience working with the City of De Pere, typically concrete testing and cylinders would be cast by BATC, but some may be cast by City of De Pere inspectors. When providing concrete testing services, BATC will conduct slump, air content, and temperature tests, and cast four (4) standard 6" x 12" concrete cylinders, unless directed otherwise. BATC will typically pick-up cylinders within 24 hours of cylinders being cast, but in no case will cylinders be in the field longer than 48 hours. We understand that the most critical time period for cylinders is within the first 48 hours of curing in the field. Therefore, we will do our best to

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

ensure all cylinders cast by BATC and City of De Pere inspector's cure at the proper initial curing temperature and record maximum/minimum temperatures upon pick-up of the cylinder sets. If we notice that cylinders are curing too hot or too cold during the initial cure, we will immediately contact the City Project Manager and discuss methods to ensure proper curing methods. Test results for field testing will be reported to the City Inspector immediately after testing, with a written report sent to the City within 24 hours of testing. Compressive strength testing will be conducted at 7 and 28 days and reports will be sent to the City within 24 hours after the testing is completed. However, if concrete compressive strength does not meet the required 7-day or 28-day strength, BATC will immediately contact the City Project Manager to discuss the next course of action.

2.2.5 Soil Borings

Since we currently do not have subcontract drilling services to provide soil borings in a timely manner for this project, we will not be providing a price for the soil boring portion of this contract. However, in the future, we may provide prices for soil borings, if requested, on a case-by-case basis.

2.2.4 Construction Inspection and Observations

BATC will provide construction inspection and/or observations on an as requested basis throughout the 2016 construction season. We understand the scope may include but is not limited to: subgrade soil testing and observations in parking lot and building foundations, proof-rolling observations of either existing subgrade soils or compacted base course, pile driving observations, and structural concrete pour inspections and documentation. When observing and testing soils for foundations and parking lots, BATC follows the recommendations that are given in the geotechnical reports for the project. If a geotechnical report is not available for the project, BATC will provide our recommendation based on the soil conditions or refer back to the structural-engineer-of-record (SER) for recommendations concerning unsuitable soils. Further, based on the recommendations that are accepted, BATC will conduct the

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

necessary field and laboratory testing to fulfill the intention of the specifications or recommendations.

For structural concrete observations before and at the completion of concrete pours, BATC will provide documentation that the number, size, splice lengths and locations, and clear cover of the reinforcement steel match the reinforcement schedule prior to placement of concrete. If there is a deficiency in the reinforcement steel, BATC will immediately contact the project inspector or project engineer and the issue will be resolved prior to the placement of concrete. Further, if requested, BATC will also document the placement, orientation, and location of any structural bolt settings in accordance with the structural drawings. Also, BATC will ensure concrete placement is done in conformance with the most recent ACI and ASTM procedures for form work, perform mix design reviews, and review and recommend proper consolidation and curing techniques. Construction Inspection and/or Observation written reports will be available to the City within 24 hours of our return to the laboratory.

BATC can also provide concrete batch plant inspections, if requested by the City. BATC would travel to the concrete batch plant, perform the inspections in accordance with ACI 311.5 and document any deficiencies with the batch plant. These deficiencies would be documented during the inspection process and verbally reported to the City immediately following the inspection. The batch plant inspection report would be available to the City in writing within 24 hours of the completion of the inspection.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

2.2.6 Additional Field and Laboratory Testing

BATC is capable and certified to perform a wide variety of specialty testing not typically requested on projects. Further, additional services include masonry testing and observations, sprayed applied fire-proofing testing, caisson inspections, moisture-vapor transmission testing, concrete and asphalt coring for thickness, concrete distress evaluations, smoke pencil testing of exterior building wall coverings, flexural and splitting tensile strength of concrete specimens, double hydrometer testing, and flat and/or elongated particle testing. Depending on what the circumstances are regarding the additional services, we will be able to perform the above testing on an as-requested basis.

3.0 BATC KEY PERSONNEL AND ROLES

Jacob P. Franzmeier, PE
Professional Engineer/Staff Engineer/Field Operations Manager/Chief Quality Control Officer

Jacob will be the primary contact for the construction materials testing services for this contract. Jacob has over 12 years of experience in construction materials testing, site recommendations and trouble shooting, and geotechnical engineering. Jacob is the Field Operations Manager/Lab Supervisor of BATC. His duties include overseeing all operations of BATC from scheduling technicians to reviewing field reports. He is also BATC's Radiation Safety Officer and Chief Quality Control Officer for the WisDOT Laboratory Certification. Jacob will be the direct contact for this contract and will be coordinating the material testing, including concrete, asphalt, soil, base aggregate, and any other testing services needed for the City contract. He will also be attending all meetings that require our attendance as requested by the City. Further, he will also conduct field work involving engineering recommendations and inspections, and on occasion field materials testing, if needed or if immediate testing is requested by the City. Jacob is licensed in the State of Wisconsin as a Professional Engineer.

Henry P. Koch, CET
Senior Engineering Technician

Henry has over 25 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, spray fire resistant material and intumescent fireproof testing, concrete coring, and water vapor transmission testing. His laboratory experience includes but is not limited to hardened concrete testing, soil and base aggregate sieve analysis, specific gravity of fine and coarse aggregates, WisDOT asphalt mix and quality testing, and many more. Henry is certified in all of the field and laboratory testing performed by BATC currently.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Matt Scriven
Senior Engineering Technician

Matt has over 8 years of experience as both a field and laboratory technician. His field experience includes concrete testing, soil and asphalt density testing, soil, aggregate, and asphalt sampling, subgrade soil observations and testing, proof-rolling observations, concrete coring, and many more. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and aggregate sieve analysis, and many more. Matt is certified to perform all of the field and laboratory testing with the exception of the asphalt mix laboratory testing.

Austin Dier, CET
Engineering Technician

Austin has over 3 years of experience as both a field and laboratory technician. His field experience includes proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited to: hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Austin is certified to perform all of the field and laboratory testing with the exception of soil subgrade bearing capacity verification and asphalt mix laboratory testing.

Ethan Bornick, CET
Engineering Technician

Ethan has over 3 years of experience as both a field and laboratory technician. His field experience includes soil subgrade bearing capacity verification, proof-rolling observations, concrete testing, soil, aggregate, and asphalt density testing, and aggregate sampling. His laboratory experience includes, but is not limited: to hardened concrete testing, soil and base aggregate sieve analysis, standard and modified proctor tests, and many more. Ethan is certified to perform all of the field and laboratory testing with the exception of asphalt mix laboratory testing.

Depending on the schedule for the day and the complexity of the City project, any of the above staff may be sent to the projects. However, a majority of the field testing will be performed by either a Senior Engineering Technician or an Engineering Technician. Further, if the project is complex and requires more extensive testing and observations, either a Senior Engineering Technician or a Staff Engineer would be scheduled to the project because of their experience. If a project would require a recommendation regarding either an alternative construction method or a change in design, a Staff Engineer or a Professional Engineer would be scheduled for that particular case. Only in cases in which the City would need an immediate response to a project,

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

any of the staff personnel could be scheduled to that project to ensure that the required testing is performed, especially if the testing is critical to the project schedule.

4.0 SUBCONTRACT SERVICES

BATC will utilize subcontract services for the materials testing portion of this contract to accommodate the required schedules of the City and to ensure the test results are completed in a timely manner. As previously stated, permeability testing will be conducted by CQM, Inc., Green Bay, Wisconsin. BATC will contact and coordinate all testing services with these subcontractors. BATC will conduct all field sampling required for permeability testing, and deliver the samples to the subcontracted laboratory.

Permeability Testing
CQM, Inc.
Mr. Robert Rouse
2679 Continental Drive
Green Bay, WI 54311
Phone: 920-465-3911
Fax: 920-465-3913

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

5.0 BATC ADDITIONAL INFORMATION

5.1 Project Response Time and Saturday Work

We understand in some cases project plans change and a quick response is required with very little notice. With our past experience on similar projects, especially working with time critical concrete pours, such as with the Wisconsin Department of Transportation, we recognize that at times the City of De Pere will need an "immediate" response. As stated previously, BATC takes pride in reliable and timely service. For instance, the office phone is always with the owner and field coordinator, Mr. Franzmeier, day and night, weekdays, and on the weekends. All phone calls for BATC run through one point of contact, ensuring that all scheduling gets to the technicians as quickly and efficiently as possible. If a situation would arise that requires immediate testing in the City of De Pere, 9 times out of 10, a BATC staff member will be there when needed or within a reasonable time limit, day or night, if requested. Further, the location of our laboratory is in close proximity to the City Center. This will greatly reduce the amount of travel to all parts of the City and lessens the chance that we will not be able to make short notice requests. Also, if the City Inspectors are responsible for delivering cylinders from the jobsite, our location is only 10 miles from the Public Works office. Typically, if Saturday work is expected for an upcoming weekend, we would ask to have a curtesy call prior to Friday to inform us. We understand that sometimes that weekend work is unexpected and is usually last minute scheduling by the contractor, which we can typically accommodate.

5.2 BATC Approach

BATC's primary goal is to provide affordable quality control while emphasizing safety and team work. We have experience in almost all facets of the construction project, from soil assessments in the geotechnical phase to inspecting and testing construction materials during the construction phase. BATC, as a part of your construction team, is committed to the success of your projects. One of our goals as a smaller company is to achieve exceptional quality control on each project to ensure our client's satisfaction. We will assist both the project engineer and project inspector

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

in the scheduling and management of the quality control by being proactive and we will be available anytime for questions you may have before, during, and after the completion of the project. Our success will depend on the success of our clients. We strive to improve the quality control on projects in any way possible. Because most of our staff has worked with the City of De Pere in the past, we are familiar with most of the current City Public Works Staff and a majority of the operating procedures of the City.

6.0 PREVIOUS PROJECTS

BATC has performed construction materials testing on a wide variety of projects throughout the state in recent years. The following is a list of recent projects of similar nature that BATC was contracted to perform, a brief description of the services performed, and references for each of the contracts:

- 2011 City of De Pere Construction Materials Testing Contract, De Pere, Wisconsin

  BATC performed the annual construction materials testing contract for the City of De Pere, which included but was not limited to: plastic concrete testing and concrete compressive strength testing on concrete curb and gutter, sidewalk, and pavement throughout the City of De Pere. We also performed soil and aggregate field and laboratory testing, including utility trench compaction testing, soil subgrade density testing, roadway base course density, sieve analyses and proctor testing. Further, we also performed asphalt density testing on various streets for this contract.
  Contracting Party: City of De Pere
  Project Contact: Karen Heyrman, P.E.
  Contact Number: 920-339-4060

- Aurora Baycare Medical Center, Building Additions and Parking Lot Expansions, Green Bay, Wisconsin
  BATC is currently performing all inspections and testing on the hospital building additions and parking lot expansions for the owner including but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, construction inspections, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing, and vapor barrier inspections.
  Contracting Party: Aurora Baycare Medical Center
  Project Contact: Barbara Johnson
  Contact Number: 920-288-4033

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

- Agropur Expansion and Renovations, Luxemburg and Weyauwega, Wisconsin
  BATC performed all inspections and testing for the general contractor on the cheese plant expansions and renovations including building additions, parking lot expansions, and wastewater treatment plant construction including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, reinforcing steel inspections and observations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, asphalt density testing.
  Contracting Party: Miron Construction Company
  Project Contact: Chad Thielman
  Contact Number: 920-585-3780

- Belmark Building Additions and Expansions on Multiple Buildings, De Pere, Wisconsin
  BATC performed all inspections and testing for the general contractor on multiple building and parking lot expansions to the plant including, but not limited to: soil subgrade bearing capacity verification, proof-rolling observations, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, and soil laboratory testing.
  Contracting Party: The Boldt Company
  Project Contact: Tony Meeusen
  Contact Number: 920-450-3255

- Appleton Medical Center Hybrid OR Expansion, Appleton, Wisconsin
  BATC performed all inspections and testing for the general contractor on a hospital building expansion including, but not limited to: soil subgrade bearing capacity verification, over-excavation recommendations, plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, frost checks, sprayed applied fireproof testing, reinforcing steel observations, and construction observations.
  Contracting Party: The Boldt Company
  Project Contact: Matt Peterson
  Contact Number: 920-225-6259

- Wrightstown Water Transmission Main Project, Brown County, Wisconsin
  BATC is currently performing testing for the general contractor on a water transmission main project including, but not limited to: plastic and hardened concrete testing, soil compaction testing, soil laboratory testing, and asphalt density testing.
  Contracting Party: Carl Bowers and Sons Construction
  Project Contact: Bill Bowers
  Contact Number: 920-419-4950

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

7.0 FEE SCHEDULES

BATC FEE SCHEDULE 2016

Soil and Aggregate Laboratory Services:

1.	Mechanical Analysis of Soils, 3" to Fine Aggregate (ASTM C136)	$60.00/Each
2.	Mechanical Analysis of Soils, 3" to 6" (ASTM C136)	$110.00/Each
3.	Moisture Content of Soils (ASTM D2216)	$7.50/Each
4.	Percent Material Passing the #200 Sieve (ASTM D1140)	$40.00/Each
5.	Atterberg Limits (Liquid Limit, Plastic Limit, Plasticity Index) (ASTM D4318)	$45.00/Each
6.	Standard Proctor Test (ASTM D698)	$105.00/Each
7.	Modified Proctor Test (ASTM D1557)	$115.00/Each
8.	Hydrometer Test (ASTM D422)	$70.00/Each
9.	Dispersive Characteristics of Clay Soil by Double Hydrometer (ASTM D4221)	$170.00/Each
10.	Permeability of Granular Soils (ASTM D5084) (by CQM, Inc.)	$225.00/Each
11.	Permeability of Cohesive Soils (ASTM D5084) (by CQM, Inc.)	$275.00/Each
12.	Organic Content of Soils (D2974)	$40.00/Each
13.	Organic Impurities in Fine Aggregate (ASTM C40)	$30.00/Test
14.	Flat/Elongated Particles, Fractured Particles in Coarse Aggregate (ASTM D4791)	$25.00/Test
15.	Unit Weight of Aggregate (ASTM C29)	$30.00/Test
16.	Abrasion of Coarse Aggregate by Los Angeles Machine (ASTM C131)	$150.00/Test
17.	Soundness of Aggregate, Sodium or Magnesium Sulfate (ASTM C88)	$270.00/Test
18.	Freeze/Thaw Soundness of Aggregates (AASHTO T103)	$240.00/Test
19.	Fine Aggregate Specific Gravity (ASTM C128)	$65.00/Each
20.	Coarse Aggregate Specific Gravity (ASTM C127)	$65.00/Each
21.	Friable Particles in Aggregate (ASTM C142)	$60.00/Test
22.	Lightweight Pieces in Aggregate (ASTM C123)	$140.00/Test
23.	Visual Examination of Chert in Aggregate	$25.00/Test

Asphalt Laboratory Testing Services

24.	Extraction / Gradation of Bituminous Mixtures (ASTM D2172)	$175.00/Test
25.	Theoretical Maximum Specific Gravity (ASTM D2041)	$80.00/Test
26.	Bulk Specific Gravity of Cored Asphalt Specimens (ASTM D2726)	$90.00/Core

Laboratory Services and Equipment Rentals:

27.	Compressive Strength of Cylinders (ASTM C39)	$12.00/Each
28.	Flexural Strength of Concrete (ASTM C78)	$38.00/Each
29.	Splitting Tensile Strength of Cylindrical Concrete Specimens (ASTM C496)	$18.00/Each
30.	Handling Reserve Cylinders (ASTM C39)	$6.50/Each
31.	Trimming Non-Planar Concrete Cylinder Specimens (ASTM C42)	$20.00/Each
32.	Compressive Strength of 2" Mortar Cubes (ASTM C109)	$8.50/Each
33.	Compressive Strength of 3" x 3" x 6" Grout Prisms (ASTM C1019)	$9.50/Each
34.	Trimming, Capping, and Compressive Strength of Drilled Cores (ASTM C42)	$40.00/Each
35.	Case of Cylinder Molds	$28.00/Case
36.	Mileage	$0.25/Mile
37.	Nuclear Gauge Rental	$26.00/½ day: $45.00/day
38.	Cone Penetrometer Rental	$20.00/½ day: $35.00/day
39.	Coring Equipment Rental	$150.00/½day:$250.00/day
40.	Moisture Vapor Transmission (MVT) Test Kits (ASTM F1869)	$16.00/test kit
41.	Sample Pick-up from Quarry/Pit within 30 Miles of Green Bay	$50.00/Trip

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

BATC FEE SCHEDULE 2016

Field Services Staff:

42.	Jacob Franzmeier, PE, Project Engineer	$90.00/hour
43.	Jacob Franzmeier, PE, Staff Engineer	$60.00/hour
44.	Henry Koch, CET, Senior Engineering Technician	$45.00/hour
45.	Matt Scriven, Senior Engineering Technician	$45.00/hour
46.	Austin Dier, Engineer Technician	$36.00/hour
47.	Ethan Bornick, Engineer Technician	$36.00/hour
48.	Engineering Technician, Co-op	$32.00/hour
49.	Administrative Assistant	$30.00/hour

Note: The prices included for this project will be in effect for the duration of the project and throughout the 2016 construction season. Further, if your project requires an additional test procedure to be performed that is not included on this fee schedule, feel free to contact our office for additional pricing. Any work on Saturday may be subject to an overtime rate of 1.5 times the personnel rate. Further, any work performed on Sunday may be subject to an overtime rate of 1.75 times the personnel rate. However, none of the laboratory testing methods and procedures will be subject to any increase in price. Also, as a note, the prices that are listed on this proposal will be locked in for both the 2016 and 2017 construction seasons.

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

Proposed Fee Schedule

Company Name: Bay Area Testing & Consulting, LLC

Company Address: 3125 Birch Road, Suite B

Company Address: Suamico, WI 54173

Company Representative: Jacob P. Franzmeier, P.E.

Signature:

Item	Fee	Unit
Engineering Services		
Project Manager	$60.00	Per hour
Project Engineer	$90.00	Per hour
Staff Engineer	$60.00	Per hour
Field Technician		
Senior Technician	$45.00	Per hour
Technician	$36.00	Per hour
Clerical	$30.00	Per hour
Mileage	$0.25	Per mile
Technician - Overtime	$54.00	Per hour
Laboratory Testing Services		
Standard Proctor	$105.00	Per each
Modified Proctor	$115.00	Per each
Concrete Compression Test (Cylinder by Company)	$12.00	Per each
Concrete Compression Test (Cylinder by City)	$12.00	Per each
Handling of Backup Cylinders	$6.50	Per each
Aggregate Sieve Analysis	$60.00	Per each
Atterberg Limits	$45.00	Per each
Permeability, Granular Soils	$225.00	Per each
Permeability, Cohesive Soils	$275.00	Per each
Field Technician Services		
Sample Pickup	$50.00	Per each
Support Vehicle	$0.25	Per mile
Nuclear Density Gauge	$26.00	Per ½ day
Nuclear Density Gauge	$45.00	Per day
Soil Boring		
Mobilization	N/A	Per each
Soil Boring	N/A	Per vertical foot
Report	N/A	Per each

Attachment: Exhibit B - BATC (4486 : Resolution #16-33, Authorizing Agreement with BATC for 2016 Materials Testing)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #16-34, Approving Agreements For Consulting Services Between The City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antenna Installations).**

The Board of Public Works approved the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Matthew Street and Merrill Street water towers at the March 7, 2016 meeting.
The City received requests from AT&T regarding installation of wireless antennae facilities on the City's Matthew Street and Merrill Street water towers. (See requests). As part of these requests, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

ATTACHMENTS:

- Reso16-34 (DOCX)
- AT&T Request - Matthew Tower (PDF)
- AT&T Request - Merrill Tower (PDF)

RESOLUTION #16-34

APPROVING AGREEMENTS FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(AT&T Wireless Antenna Installations)

WHEREAS, the City is in need of engineering services regarding antenna installations on the Merrill and Matthew Street water towers; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreements for Consulting Services between the City of De Pere and Dixon Engineering, Inc. as are attached hereto as Exhibits 1 and 2, provided that AT&T has paid to the City Treasurer the sums due and owing under such contracts prior to execution thereof.

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 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-34 (4484 : Resolution #16-34)

MasTec Network Solutions

January 18, 2016

City of De Pere
Attn: Scott Thoresen
335 South Broadway
De Pere, WI 54115

RE: **Project Notification** – Tower Lease Agreement Matthew Street Tower dated November 10, 2005 ("Agreement") between City of De Pere, a Wisconsin municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T")

Site:

Site Address:	1725 E. Matthew Drive De Pere WI 54115
AT&T Site ID:	WI6303 / Matthews Water Tank
FA#:	10096531
Initiative:	LTE 3C 2016

Dear Mr. Thoresen:

Please accept this notification that AT&T Mobility ("AT&T") will be conducting inspections and/or maintenance visits at the above referenced Cellular Site within the upcoming months.

Scope of Work: This work may consist of replacing and/or adding equipment similar to the existing equipment. The work is comparable to routine maintenance and should not interfere with your business or tenants. This maintenance work is required in order to provide the highest level of quality service possible to AT&T's wireless customers. Construction Drawings are attached.

Consent Required: Pursuant to the Agreement ***your consent is required*** to complete this work. Therefore, please indicate your consent by dating and signing below and returning this letter within 15 days from receipt.

Site Access Information: We will contact you in advance to coordinate this activity. Please complete the information on the next page so that we may contact you prior to commencement of the work associated with this notification.

Please return this completed form to me by email, US Mail or FAX to (630) 250-1353. Should you have any questions, please feel free to contact me.

Sincerely,

_____

Theresa Favis, Site Acquisition Specialist
MasTec Network Solutions LLC, on behalf of AT&T
Phone: 847-463-5936
Email: Theresa.Favis@mastec.com

Approved and Agreed to By:
City of De Pere, a Wisconsin municipal corporation

Sign:_____

Name:_____

Title:_____

Date: _____

Sent by ☐ FEDEX; or ☐ CERTIFIED MAIL | Tracking Number: _____

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

Please complete and return this Access Coordination form along with the signed letter.

MasTec Network Solutions

ACCESS COORDINATION PROCEDURES (based on Access agreed to in the Agreement)	
MARKET:	WISIL
SITE FA:	10096531
SITE NUMBER:	WI6303
SITE PTN'S:	3354A03KJX
SITE NAME:	Matthews Water Tank
SITE ADDRESS:	1725 E. Matthew Drive De Pere WI 54115
SITE TYPE:	Water Tank
LANDLORD LEGAL NAME:	City of De Pere, a Wisconsin municipal corporation
ACCESS INFORMATION:	
ACCESS COMMENTS:	**(Keys / Combo Info | Access Location | Parking Access and Restrictions | Information for Contractors, etc.):**
HOURS (If Limited):	
KEYS/COMBOS NEEDED:	
ACCESS CONTACT NAME:	
ACCESS CONTACT TITLE:	
ACCESS CONTACT COMPANY:	
ACCESS BUSINESS PHONE:	
ACCESS CELL PHONE:	
ACCESS CONTACT EMAIL:	
ACCESS LOCATION:	
PARKING RESTRICTIONS:	

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **AT&T** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Five Thousand One Hundred Fifty** dollars **$5,150**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Pre-Con, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E. March 1, 2016
PROPOSED by DIXON (Not a contract until approved by an officer) PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER POSITION DATE

_____
CO SIGNATURE (if required) POSITION DATE

_____
CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

Members: Society of Protective Coatings • American Water Works Association • Consulting Engineers Council

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.
   2. For Convenience,

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

SCHEDULE A

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

I. Design and Plan Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

II. Site Work for:
   a. Preconstruction (preinstallation) and progress meetings-attend and participate.
   b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

SCHEDULE B

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:

i. Schedule A, Item I, Design and Plan Review, the lump sum of $**1,350**.

b. Owner shall pay DIXON the following line items times the number of units used:

i. Schedule A, Item II

1. **(1)** Preconstruction Meetings $**950** per meeting
2. **(3)** Installation and Post Inspections $**950** per inspection

II. INVOICES

a. Invoices will be compiled monthly.

b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

SCHEDULE C

Engineering Services Fees

Labor Class	Per Hour	*Overtime Rate
Principal	$175.00	
Expert Witness (Office, Travel & Court)	$185.00	
Project Manager	$100.00	
Registered Professional Engineer	$100.00	
Certified NACE Inspector	$90.00	
Assistant Project Manager	$80.00	
Staff Engineer – Level III	$72.00 to $85.00	
Staff Engineer – Level II	$67.00 to $80.00	
Staff Engineer – Level I	$62.00 to $75.00	
CAD Supervisor	$65.00 to $75.00	
CAWI or CWI Welding Inspector	$67.00 to $85.00	
Inspector – Level III	$63.00 to $80.00	
Inspector – Level II	$60.00 to $75.00	
Inspector – Level I	$55.00 to $70.00	
CAD Technician	$60.00 to $70.00	
Secretarial Services	$48.00 & expenses	
Bookkeeping Services	$44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	Metropolitan	Non–Metropolitan
Mileage	$0.70/mile (including tolls)	$0.60/mile
Meals & Lodging,	$145 per diem (*may be increased based on location*)	$125 per diem
Without Lodging	$35/day	$30/day
Air Travel	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.)	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2016

Attachment: AT&T Request - Matthew Tower (4484 : Resolution #16-34)

MasTec Network Solutions

January 25, 2016

City of De Pere
Attn: Scott Thoresen
335 South Broadway
De Pere, WI 54115

RE: **Project Notification** – Tower Lease Agreement dated June 4, 2001 ("Agreement") between City of De Pere, a Wisconsin municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Telecorp Realty LLC ("AT&T")

Site:

Site Address:	1501 Merrill, De Pere, WI 54115
AT&T Site ID:	WI6443 / City of De Pere WT
FA#:	10083186
Initiative:	LTE 3C 2016

Dear Mr. Thoresen:

Please accept this notification that AT&T Mobility ("AT&T") will be conducting inspections and/or maintenance visits at the above referenced Cellular Site within the upcoming months.

Scope of Work: This work may consist of replacing and/or adding equipment similar to the existing equipment. The work is comparable to routine maintenance and should not interfere with your business or tenants. This maintenance work is required in order to provide the highest level of quality service possible to AT&T's wireless customers. Construction Drawings are attached.

Consent Required: Pursuant to the Agreement ***your consent is required*** to complete this work. Therefore, please indicate your consent by dating and signing below and returning this letter within 15 days from receipt.

Site Access Information: We will contact you in advance to coordinate this activity. Please complete the information on the next page so that we may contact you prior to commencement of the work associated with this notification.

Please return this completed form to me by email, US Mail or FAX to (630) 250-1353. Should you have any questions, please feel free to contact me.

Sincerely,

_____

Theresa Favis, Site Acquisition Specialist

MasTec Network Solutions LLC, on behalf of AT&T

Phone: 847-463-5936

Email: Theresa.Favis@mastec.com

Approved and Agreed to By:
City of De Pere, a Wisconsin municipal corporation

Sign:_____

Name:_____

Title:_____

Date: _____

Sent by ☐ FEDEX; or ☐ CERTIFIED MAIL | Tracking Number: _____

Please complete and return this Access Coordination form along with the signed letter.

ACCESS COORDINATION PROCEDURES (based on Access agreed to in the Agreement)	
MARKET:	WISIL
SITE FA:	10083186
SITE NUMBER:	WI6443
SITE PTN'S:	3354A03KJH
SITE NAME:	MIL143A/City of De Pere WT
SITE ADDRESS:	1501 Merrill, De Pere, WI 54115
SITE TYPE:	Water Tank
LANDLORD LEGAL NAME:	City of De Pere, a Wisconsin municipal corporation
ACCESS INFORMATION:	
ACCESS COMMENTS:	**(Keys / Combo Info | Access Location | Parking Access and Restrictions | Information for Contractors, etc.):**
HOURS (If Limited):	
KEYS/COMBOS NEEDED:	
ACCESS CONTACT NAME:	
ACCESS CONTACT TITLE:	
ACCESS CONTACT COMPANY:	
ACCESS BUSINESS PHONE:	
ACCESS CELL PHONE:	
ACCESS CONTACT EMAIL:	
ACCESS LOCATION:	
PARKING RESTRICTIONS:	

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **AT&T** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Five Thousand One Hundred Fifty** dollars **$5,150**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Pre-Con, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E. March 1, 2016
PROPOSED by DIXON (Not a contract until approved by an officer) PROPOSAL DATE

_____
CONTRACT APPROVED by OWNER POSITION DATE

_____
CO SIGNATURE (if required) POSITION DATE

_____
CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

Members: Society of Protective Coatings • American Water Works Association • Consulting Engineers Council

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.
   2. For Convenience,

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

SCHEDULE A

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

I. Design and Plan Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

II. Site Work for:
   a. Preconstruction (preinstallation) and progress meetings-attend and participate.
   b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

SCHEDULE B

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

I. PAYMENT

a. When service is rendered Owner shall pay DIXON the following line item prices:

i. Schedule A, Item I, Design and Plan Review, the lump sum of $**1,350**.

b. Owner shall pay DIXON the following line items times the number of units used:

i. Schedule A, Item II

1. **(1)** Preconstruction Meetings $**950** per meeting
2. **(3)** Installation and Post Inspections $**950** per inspection

II. INVOICES

a. Invoices will be compiled monthly.

b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

SCHEDULE C

Engineering Services Fees

Labor Class	Per Hour	*Overtime Rate
Principal	$175.00	
Expert Witness (Office, Travel & Court)	$185.00	
Project Manager	$100.00	
Registered Professional Engineer	$100.00	
Certified NACE Inspector	$90.00	
Assistant Project Manager	$80.00	
Staff Engineer – Level III	$72.00 to $85.00	
Staff Engineer – Level II	$67.00 to $80.00	
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Secretarial Services	$48.00 & expenses	
Bookkeeping Services	$44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	Metropolitan	Non–Metropolitan
Mileage	$0.70/mile (including tolls)	$0.60/mile
Meals & Lodging,	$145 per diem (*may be increased based on location*)	$125 per diem
Without Lodging	$35/day	$30/day
Air Travel	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.)	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2016

Attachment: AT&T Request - Merrill Tower (4484 : Resolution #16-34)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Karen Heyrman**
SUBJECT:	**Resolution #16-35, Authorizing a Petition to the Wisconsin Office of the Commissioner of Railroads for Modification and Alteration of the Roadway Spur Crossing - Fortune Avenue by the City of De Pere.**

The Board of Public Works at the March 7, 2016 meeting approved the resolution to authorize a petition to the Office of the Commissioner of Railroads to establish Venture Avenue as an at-grade railroad crossing.

The City is working with Cedar Corporation and Via Rail Logistics, LLC (VIA Rail) to provide railroad-related engineering services for the coordination with the Canadian National Railway Company (CN) and the Office of the Commissioner of Railroads to establish Fortune Avenue as an at-grade railroad crossing.

The City is proposing to connect two existing dead end roadways (Venture Avenue and Fortune Avenue) to expand the West Business Park. During the design we learned the existing spur line crossing on Fortune Avenue which is owned and maintained by the City requires OCR approval.

The City does not intend to modify the existing at-grade railroad crossings and will protect the crossing with reflectorized crossbucks with yield signs to be consistent with the proposed Venture Avenue crossing.

ATTACHMENTS:

- Reso16-35 (DOCX)

RESOLUTION #16-35

AUTHORIZING A PETITION
TO THE WISCONSIN OFFICE OF THE
COMMISSIONER OF RAILROADS FOR
MODIFICATION AND ALTERATION OF THE
ROADWAY SPUR CROSSING – FORTUNE AVENUE
BY THE CITY OF DE PERE

WHEREAS, the City of De Pere has adopted a site development plan in the West Business Park; and

WHEREAS, the site development plan provides in part for the extension and construction of the Fortune Avenue roadway crossing the railroad spur in the City of De Pere; and

WHEREAS, pursuant to Wis. Stats.§195.29, the Common Council of the City of De Pere and the Board of Public Works of the City of De Pere are the appropriate bodies to petition the Wisconsin Office of the Commissioner of Railroads with regard to the modification and alteration of the roadway crossings by an approved contractor.

NOW, THEREFORE, BE IT RESOLVED THAT:

> The Mayor and all other appropriate officers, consultants, and agents of the City of De Pere are authorized and directed to perform all required activities, to execute and process all necessary documents to petition the Office of the Commissioner of Railroads for a railroad grade crossings at Fortune Avenue in the City of De Pere.

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 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-35 (4488 : Resolution #16-35, Authorizing a Petition to the Office of the Commissioner of Railroads)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Resolution #16-36, Approving 2015 Annual Report under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Department of Natural Resources (DNR).**

The Board of Public Works approved the MS4 General Permit Report for submittal to the WDNR at the March 7, 2016 meeting.
The Engineering Department has completed the Annual Report under MS4 General Permit for the 2015 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 2015 to meet our MS4 General Permit for storm water discharge.
Highlights from the 2015 Report include:

Membership in the Northeast Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.

Cleaned and televised 47,000 linear feet of storm sewer.
Fall leaf collection.
Spring and fall brush collection.
Street sweeping.
Created draft Storm Water Pollution Prevention Plan for the Municipal Service Center.

ATTACHMENTS:

- Reso16-36 (DOCX)
- 3400-195 MS4 Permit 2015 (PDF)

RESOLUTION #16-36

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-S050075-2) to the City which regulates the water quality exiting the City's storm water system; and

WHEREAS, as an MS4 permit holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-2 to be submitted to the DNR on or before March 31, 2016.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso16-36 (4482 : Resolution #16-36, Authorizing 2015 Annual WDNR MS4 General Permit*)

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

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

Form 3400-195 (R 12/15)

Due by March 31, 2016

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 2015.

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, 2016, 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)**		
Brown	○ County ◉ City ○ Village ○ Town ○ Other (specify)		

SECTION II. Municipal Contact Information

Name of Municipal Contact Person			Title
Eric Rakers			City Engineer
Mailing Address (if different from above)	**City**	**State**	**ZIP Code**
925 S. Sixth Street	De Pere	WI	54415
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-S050075-2 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name	Authorized Representative Title	
Eric Rakers	City Engineer	
Signature of Authorized Representative	**Date**	
	03/03/2016	
Email	**Phone Number (include area code)**	**Fax Number (include area code)**
erakers@mail.de-pere.org	(920) 339-8304	(920) 339-4071

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, 2016, and the Common Council on March 15, 2016. The draft annual report was placed on the website on March 13, 2016.

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 appraised of the discharge permit and the requirement of the permit during the year as services to meet the requirements are obtained. This included when professional services were obtained for the storm water modeling in 2015.

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 titles City of De Pere Nonpoint Pollution WinSLAMM Analysis in March of 2008. The City hired RA Smith to update the plan in 2015. The plan will be completed in 2016.

31088 City of De Pere
FIN / Municipality Name

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

SECTION IV. General Information (continued)

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 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/department/division.php?structureid=39

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/department/division.php?structureid=39

SECTION V. Permit Conditions

a. Minimum Control Measures: For each of the permit conditions listed below, provide a description of the implementation of each program element, the status of meeting measurable goals, and compliance with permit schedule in section 2.11 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 2015 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 storm water 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 is completing IDDE inspections for the entire City in 2016.

- Construction Site Pollutant Control

  Ordinace 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

  Approximately one tenth of the City storm sewer was cleaned and televised.

- Pollution Prevention

  City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweeping 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 2015. Leaves were collected in the spring and fall. Woody material is chipped for mulch and used in City parks. Leaves and other debris are hauled to farmers or used by local landscapers. 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 shed with a roof, and truck wash clean debris from trucks.

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SECTION V. Permit Conditions (continued)

b. Winter Road Management Activities:

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

Scott Thoresen, Public Works Director, (920) 339-8095
Allen Luberda, Street Superintendent, (920) 339-8325

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

The City utilizes salt brine and road salt. Salt brine is placed prior to snow and ice events.

Describe the type of equipment used to apply the products.

Equipment utilized includes the Epoke salter and tail gate salters.

Report the amount of product used per month.

200 tons per winter month

Report the snow disposal locations, if snow is hauled away.

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

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

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

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

City staff records the amount of salt and brine used, along with equipment and labor hours for each snow event.

c. Municipal facility(s):

Provide an inventory of municipally owned or operated structural storm water management facility(s), include: Location of each facility and contact information for the individual(s) with overall responsibility for each facility.

(1) Municipal Service Center, 925 S. Sixth Street, De Pere Wisconsin. Contact: Al Luberda, Street Superintendent, Ph (920) 339-8324.

Describe the housekeeping activities and best management practices installed to reduce or eliminate storm water contamination.

Paved areas adjacent to construction materials, salt storage, and loading areas are swept daily when in use.

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

In preparation for these requirements, inlets on the site were replaced with catch basins with sumps on 2015.

Describe the municipal facility(s) employee training on storm water pollution prevention provided.

In the past, pollution prevention occurs approximately monthly from late spring to early fall. A more formalized training schedule is being developed for 2016.

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

Spill kits are located near the fuel pump area and waste oil collection area.

d. 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 Winslamm Version 9.2.5 Reduction (%) 33

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SECTION V. Permit Conditions (continued)

If no, include a description of any actions the municipality has undertaken during 2015 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:

e. 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 2015. If available, attach any additional information on the maintenance program.

All Storm water management facilities will be reviewed in 2016.

f. 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.

There were minor map updates in 2015 for inlet and manhole repairs. The City has begun to update the map to show easements locations and access to storm water management facilities.

SECTION VI. Fiscal Analysis

a. Provide a fiscal analysis that includes the annual expenditures for 2015, and the budget for 2015 and 2016. A table to document fiscal information is provided on page 7.

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

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

☒ Storm water utility ☐ General fund ☒ Other Tax Incremental Finance District for new regional ponds.

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.

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 updated or revised its 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/department/division.php?structureid=39

b. As of the date of this annual report, has the municipality updated or revised its 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/department/division.php?structureid=39

c. As of the date of this annual report, has the municipality updated or revised its 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/department/division.php?structureid=39

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SECTION VII. Inspections and Enforcement Actions (continued)

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 (Number to be Updated) 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, and 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 sweeping 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 2015. Leaves were collected 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 treatments facilities were added in 2015. Several facilities were planned by bids came in over budgeted amounts. These projects are scheduled for 2016.

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.

SECTION IX. Proposed Program Changes

Describe any proposed changes to the storm water management program being contemplated by the municipality for 2016 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 construct a new regional storm water management pond off of Commerce Drive, Fortune Avenue and Richco Road. The City is having the storm water model updated. Work began in 2015 and will be completed in 2016. Finally, the City is planning to modify a storm water pond off of Paint Horse Trail.

SECTION X. Other

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SECTION X. Other (continued)

Any other additional information the permittee would like to provide in the Annual Report regarding their storm water program?

The City adopted a new street width policy in 2015, narrowing residential streets from 36 feet to either 32 feet or 28 feet.

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Form 3400-195 (R 12/15) Page 7 of 8

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

Program Element	Annual Expenditure 2015	Budget 2015	Budget 2016	Source of Funds
Public Education and Outreach	3,489	2,000	13,026	Storm Water Utility
Public Involvement and Participation	3,489	1,000	13,026	Storm Water Utility
Illicit Discharge Detection and Elimination	0	5,000	7,321	Storm Water Utility
Construction Site Pollutant Control	19,490	4,000	48,166	Storm Water Utility
Post-Construction Storm Water Management	186,734	734,749	1,729,708	Storm Water Utility and Tax Incremental Finance District
Pollution Prevention	714,314	674,192	1,292,848	Storm Water Utility
Storm Water Quality Management (including pollutant-loading analysis)	220,923	248,885	255,081	Storm Water Utility and Tax Incremental Finance District
Storm Sewer System Map	14,098	8,000	13,450	Storm Water Utility and Tax Incremental Finance District
Other:				

Attachment: 3400-195 MS4 Permit 2015 (4482 : Resolution #16-36, Authorizing 2015 Annual WDNR MS4

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General Permit No. WI-S050075-2

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

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

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

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

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #16-37, Authorizing Sale and Software License Agreement with MorphoTrack, LLC (Finger Print Scanner).**

The police department is seeking Council approval for the purchase of a portable fingerprint scanner for use in identifying individuals. Attached is the initial quote and supporting documentations including the sales and the software license agreements.

From time to time, police are faced with a subject that lacks identification, presents another's identification, or presents fraudulent/forged identification. Short of a DNA test that is impractical in the field, a fingerprint is the next best way to identify a person. I am proposing the department purchase a hand held fingerprint scanner from MorphoTrak, the manufacturer and sole source supplier of this particular device for use in the police department.

The cost of the device is $1,700 plus a protective sleeve and Bluetooth adapter for an additional $70. Annual maintenance after the first year is $175.

To avoid using budget money for this purchase, I propose the use of police asset forfeiture funds, collected from seizures involving drug dealers and drug sale gains. The police department asset forfeiture account has enough funds to purchase this product and the accessories. The use of such funds for this type of purchase would be an appropriate expenditure under federal guidelines.

In order to facilitate this agreement and purchase the product, I am seeking Council permission to sign on behalf of the city after City Attorney approval of the sales agreement and software license agreement.

Thank you in advance. If you have nay questions please contact me at your convenience.

ATTACHMENTS:

- Reso16-37 (DOCX)
- DPPD_MID_MTWI-MID111315-01 (PDF)

RESOLUTION #16-37

AUTHORIZING SALE AND SOFTWARE LICENSE AGREEMENT WITH MORPHOTRACK, LLC
(Finger Print Scanner)

WHEREAS, the City of De Pere is desirous of purchasing a portable finger print scanner and related software; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the equipment and software purchase.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized and directed to execute the Short Form Sales Agreement and Software License Agreement with MorphoTrack, LLC, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays: _____

Attachment: Reso16-37 (4492 : Resolution #16-37, Finger Print Scanner)

555 East La Palma Avenue
Suite 100
Anaheim, CA 92807

In the MorphoTrak 2015 Customer Satisfaction survey, 98% of our customers rated themselves "Satisfied" or "Very Satisfied"

November 13, 2015

Sgt. Ron Van Price
De Pere Police Department
335 S. Broadway
De Pere, WI 54115

Tel: 920-339-8070
Email: r.vanprice@mail.de-pere.org

Reference No. MTWI-MID111315-01

Dear Sgt. VanPrice:

MorphoTrak is pleased to provide De Pere Police Department with the following quotation for MorphoTrak's new line of cutting-edge-technology product, MorphoIDent™.

MorphoIDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The Terminal provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoIDent Terminal captures an individual's fingerprints and submits to the Wisconsin Department of Justice (WDOJ) system. Through the established Bluetooth/USB connection, the MorphoIDent Terminal submits a data packet to the MorphoMobile Software on the De Pere Police Department workstation.

The MorphoMobile software generates a WDOJ-compliant ANSI/NIST file and submits the search request to the WDOJ system via the WDOJ BadgerNet network for identification. Results are returned to the MorphoMobile application screen and to the MorphoIDent Terminal for notification and positive identification, if available.

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

The proposed solution consists of the following hardware and software components:

- MorphoIDent Terminals configured for local WDOJ AFIS submission
- MorphoMobile Windows XP/7 Software License Application
- MorphoIDent Quick Start Reference Guide ("Quick Start Guide") or MorphoMobile Installation Guide ("Installation Guide")

MorphoTrak's Quick Start Reference Guide or Installation Guide includes installation and configuration instructions to allow De Pere Police Department to:

- Pair the MorphoIDent Terminal, via Bluetooth 2.0, USB 2.0, with the De Pere Police Department Windows XP/7 workstation
- Install the MorphoMobile Application Software on the De Pere Police Department Windows XP/7 workstation

Solution Description and Pricing

MorphoTrak proposes the equipment and services described in Table 1.

MorphoIDent Equipment **Table 1. MorphoIDent Pricing**

	Description	Qty	Unit Price
MI01-000005-02	**MorphoIDent Solution** including **:** ◆ MorphoIDent Terminal configured for local WDOJ AFIS submission ◆ MorphoMobile Windows XP/7 application ◆ USB 2.0 data cable ◆ Quick Start Reference Guide ◆ **Warranty**: 1 Year ***Advantage*** warranty ◆ Freight	**1-25** **26-100** **101-200** **201-500** **501+**	$1,700 $1,550 $1,350 $1,150 $950

Options and Pricing

MorphoTrak equipment options and pricing described in Table 2. **Table 2. Options Pricing**

	Description	Unit Price
	Annual Maintenance (after initial 1 Year Warranty)	$175
MI00-0EBW0B-C	Black Polymer Device Sleeve*	$45*
SMID-ENTBT0-0	Bluetooth 2.1 USB Micro Adapter	$25
MI00-0EBW0B-D	Battery 5 Pack Replacement	$160

Standard shipping is 30 days after receipt of order, or as otherwise scheduled.

****Purchase a MorphoIDent Device by 12/15/2015 and MorphoTrak will include the Protective Sleeve at no charge!***

Customer Responsibilities

De Pere Police Department is responsible for the following:

Connection to the Wisconsin Department of Justice (WDOJ) Badgernet network is required for electronic submission and is the responsibility of De Pere Police Department.

- Data Encryption Certificates to meet FBI CJIS Requirements
- End-user training
- Ensuring De Pere Police Department workstations are able to connect to the WDOJ network
- Ensuring De Pere Police Department provided workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least 1 available port is required.
- Ensuring the required inter-agency agreements are in place between itself and WDOJ, local, state and government AFIS
- Installing MorphoMobile Application Software on each De Pere Police Department workstation, as indicated in the Quick Start Guide
- Pairing each MorphoIDent Terminal with each De Pere Police Department provided workstation via Bluetooth or USB, as indicated in the Quick Start Guide

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

- Testing the MorphoIDent terminal and MorphoMobile Software as per the MorphoIDent Quick Start Guide or MorphoMobile Installation Guide
- Battery replacement is handled as a consumable and is outside the scope of warranty and annual maintenance coverage

System Requirements – MorphoTrak confirms the following system requirements: **Table 3**

Minimum System Requirement	
MorphoMobile on a workstation	♦ Windows XP SP3 or Windows 7 SP1 operating systems, with all security patches installed. ♦ Support for Bluetooth 2.0 or later.

MorphoTrak will provide the MorphoIDent Quick Reference Guide and MorphoMobile Installation Guide with the intention that the MorphoMobile software is user installable and the MorphoIDent / MorphoMobile pairing is user configurable.

Should De Pere Police Department choose to have MorphoTrak assistance with deployment, MorphoTrak can price those options on an as requested basis.

Available MorphoTrak Professional Services The below services can be custom quoted. **Table 4**

♦ Program Management ♦ Installation and Test (IAT) ♦ Network connectivity design, review, troubleshooting ♦ Software installation, test, and troubleshooting on a sample set or full deployment set on-site or in the field ♦ Train-the-Trainer user training sessions ♦ On-site full staff user training ♦ On-site integration services

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the De Pere Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will makes its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice. Product purchase will be governed by the MorphoTrak Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

Proposal Expiration: February 29, 2016

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to: Noemi Islas, MorphoTrak, 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807; Tel: (714) 238-2082; Fax: (714) 238-2049; Email: noemi.islas@morpho.com.

We look forward to working with you.

Sincerely,

Barry Fisher - Senior Sales Director
MorphoTrak

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	**Included in Warranty**	**Available for purchase**
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

By signing this signature block below, De Pere Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): _____

Please provide Billing Address:

_____

_____

_____

_____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

_____

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

MorphoIDent

Detailed Product Description

MorphoIDent is MorphoTrak's new line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on MorphoTrak's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

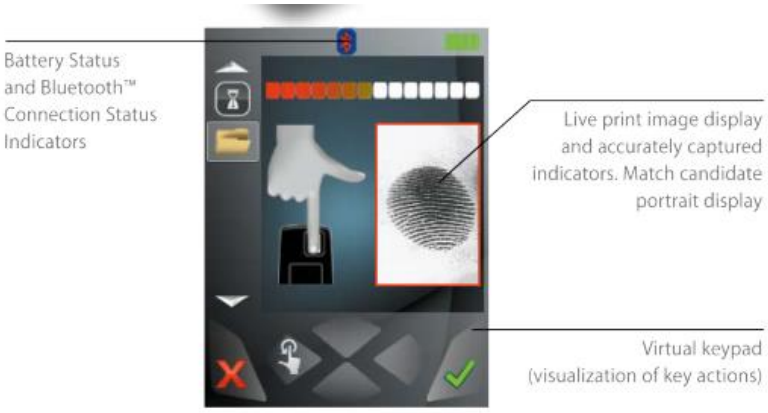
Extreme accuracy - Field-proven MorphoTrak biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC, workstation, smart-phone, or PDA running the MorphoMobile application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

MorphoIDent and MorphoMobile Features

MorphoIDent Features
◆ Handheld device: ◆ Multiple finger acquisition ◆ Multiple case acquisition (up to 15 cases) ◆ Data transfer to host (MorphoMobile) via Bluetooth/USB ◆ Acquisition and results interface ◆ Morpho optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations. ◆ PIV certified – SAP Level 10 ◆ Cradle design around the optical sensor ◆ Sleek design, glossy finish ◆ Compact (fits in a pocket) ◆ Large 2.4'' VGA color screen ◆ Clearly visible outdoors ◆ User friendly ◆ Multi-case management ◆ Vibration alert (capture and identification result) ◆ Intuitive end-user actions ◆ Pictograms ◆ Six function keys ◆ Data transfer to host via : ◆ Bluetooth 2.0 ◆ USB 2.0 ◆ WiFi (future release TBD) ◆ Use of existing infrastructure for AFIS interface ◆ No additional wireless recurring cost for the customer ◆ Separate wireless account for each mobile device unnecessary ◆ LiveFeed of fingerprint ◆ Mugshot and name returned in search results, if available

MorphoMobile Host Application Features
◆ MorphoIDent configuration and management ◆ Standard NIST file generation and management ◆ Remote identification on central AFIS database ◆ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server ◆ Match candidate portrait and demographic information display ◆ Receive fingerprints from terminal (MorphoIDent) ◆ Create search requests with fingerprints to AFIS

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

System Diagram

The proposed MorphoIDent system configuration is illustrated in Figure 1 below.

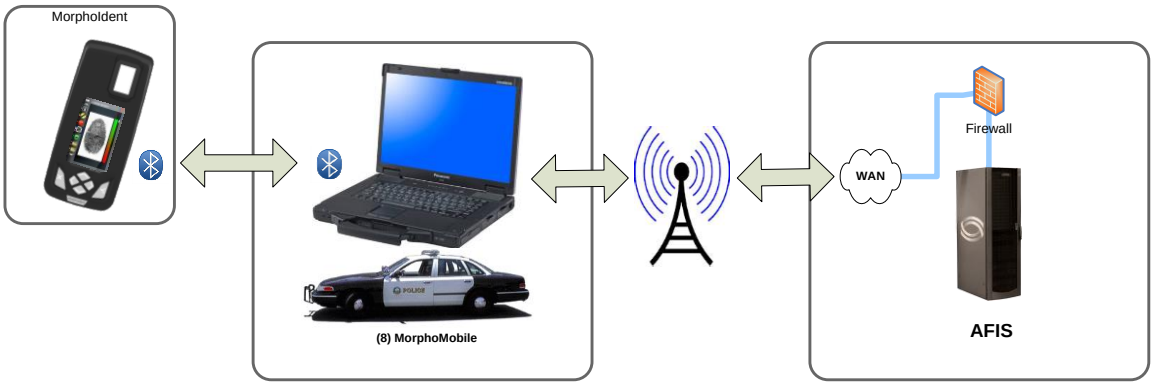


Figure 1: De Pere Police Department MorphoIDent Configuration

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

MorphoTrak Short Form Sales Agreement

1. Scope. MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a place of business at _____ _____ and _____ _____, ("Customer"), having a place of business at _ _____ _____, enter into this Sales Agreement ("Agreement"), pursuant to which MorphoTrak, LLC will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("MorphoTrak Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-MorphoTrak Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-MorphoTrak Software.

4. Express Limited Warranty and Warranty Disclaimer. MorphoTrak Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement**.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-MorphoTrak Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

MORPHOTRAK, LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means MorphoTrak, LLC, ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, MorphoTrak will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MorphoTrak in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MorphoTrak of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MorphoTrak at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

MorphoTrak, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by MorphoTrak or another party, or any improvements that result from MorphoTrak's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MorphoTrak, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. MorphoTrak does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. MorphoTrak makes no representations or warranties with respect to any third party software included in the Software.

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

6.2 MorphoTrak's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MorphoTrak cannot correct the defect within a reasonable time, then at MorphoTrak's option, MorphoTrak will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and MorphoTrak disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MorphoTrak knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MorphoTrak disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS
Licensee will not transfer the Software or Documentation to any third party without MorphoTrak's prior written consent. MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION
8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that MorphoTrak made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MorphoTrak for which monetary damages would be inadequate. If Licensee breaches this Agreement, MorphoTrak may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9.UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND
This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY
Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL
11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MorphoTrak and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Attachment: DPPD_MID_MTWI-MID111315-01 (4492 : Resolution #16-37, Finger Print Scanner)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #16-38, Authorizing Donating Abandoned Bicycles to Area Children in Need.**

The police department processes abandoned bicycles throughout the year and each spring brings the bicycles to auction to sell if not claimed by an owner.

I am proposing to donate roadworthy bicycles to certain children in need of a bicycle, and auction the rest as usual.

On occasion our school resource officers working in the schools on a daily basis make observations, have conversations and discover through various means that there are children who don't have a bicycle and the families cannot afford one. In past years the council has approved donating bicycles to the West De Pere High School for refurbishing and subsequent donation. This is a similar request and through partnership with either a school district or a local bicycle repair shop, we can ensure road worthiness. Each bicycle donated will be registered and a bicycle license affixed.

I therefore seek permission to donate abandoned bicycles to needy children.

Thank you in advance. If you should have any questions, please contact me at your convenience.

ATTACHMENTS:

- Reso16-38 (DOCX)

RESOLUTION #16-38

AUTHORIZING DONATING ABANDONED BICYCLES
TO AREA CHILDREN IN NEED

WHEREAS, the De Pere Police Department recovers numerous abandoned bicycles in the City of De Pere on a yearly basis; and

WHEREAS, occasionally, police officers become aware of area children who are without a bicycle and would like one, but family circumstance may not allow for them to provide a bicycle; and

WHEREAS, the Police Department seeks to donate abandoned bicycles to these area children who cannot afford one, and to sell by public or online auction to dispose of the rest; and

WHEREAS, this matter was reviewed by the Finance/Personnel Committee which recommends approval thereof upon the terms and conditions outlined below.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Police Department may, after meeting the holding time and record keeping requirements of Wis. Stats. §66.0139 and, after obtaining repairs required for safe operating either through local school district technical education services or local bicycle repair shops, donate abandoned bicycles to those area children in need who do not have the means to purchase a bicycle.

2. Such donated bicycles shall be in an “as is where is” condition.

3. The Police Department shall license, at no charge, all bicycles before any abandoned bicycle is donated.

4. The Police Department is directed to develop a policy for identification of possible donees and approval of donations by the Department of Administration, such policy to be reviewed and approved by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso16-38 (4491 : Resolution #16-38, Bicycle Donations)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso16-38 (4491 : Resolution #16-38, Bicycle Donations)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Resolution #16-39, Regarding Police Department "Police and Community Kids" (P.A.C.K) Program and Authorizing Solicitation of Donations for Funding of the Same.**

The police department proposes to start a summer program in the community called P.A.C.K, or Police and Community Kids. This concept brought forward by Officer Melissa Vande Wettering, is work from an ad hoc team in the department concerned with police and community relations, especially with children. In a society where sometimes the police are referred to in a negative light and children are taught to be afraid, we want to do something different, thus an idea was born.

The mission of the PACK program is to provide an environment where juveniles under 15 years old and the police can interact in a positive way. The police department desires to break down communication barriers between us and our community youth. By opening these lines of communication we aim to boost self-esteem and confidence and help develop a mutual trust.

In order to foster activities and interactions, some money will need to be expended. For instance we are proposing to purchase equipment (basketballs, footballs, etc.) to be used when we meet, brochures that can be handed out by officers when dealing with a child who could benefit from the program, food occasionally (pizza, ice cream), some prizes and giveaways, such as a bike, or sports equipment that can be won at the end of the summer, (We are also looking at every time the child attends they sign in and that enters the child for prizes) and the like. And, lastly, we would purchase some promotional items, (t-shirts, water bottle, key chains), to be given to each child who attends an event.

The police department would like to submit for some mini grants (between $500 and $2,000) from the following organizations or corporations for support of this program. We propose to ask for grants from Target, Wal-Mart, Shopko, and the Crime Prevention Foundation of Brown County. There will not be any matching needed for these mini grants.

Finally I propose that the grants submitted be pre-approved if the grants are awarded and received by the department.

We believe PACK to be an important program. Please support this endeavor and the grant submissions and approvals. Thank you in advance.

ATTACHMENTS:

- Reso16-39 (DOCX)

RESOLUTION #16-39

REGARDING POLICE DEPARTMENT "POLICE AND COMMUNITY KIDS" (P.A.C.K) PROGRAM AND AUTHORIZING SOLICITATION OF DONATIONS FOR FUNDING OF THE SAME

WHEREAS, the Police Department is embarking upon a program to provide an environment where juveniles under 15 years of age and law enforcement officers can interact in a positive way, to break down communication barriers and open lines of communication and develop mutual trust; and

WHEREAS, the Police Department will need to purchase equipment such as basketballs and footballs, produce pamphlets and brochures about the program, provide promotional items, and juvenile friendly treats (pizza/ice cream) on occasion, none of which has been budgeted for in 2016; and

WHEREAS, the Police Department and the Common Council believe the program will be a great asset to the community, and wish to support the program and authorize solicitation of private funds to start and maintain the program; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

> The Police Chief, or designee, is hereby authorized to solicit funds from private sources for funds and/or goods sufficient to cover the costs of the Police Department P.A.C.K. program.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso16-39 (4490 : Resolution #16-39, Grant Submissions for Police PACK Program)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-39 (4490 : Resolution #16-39, Grant Submissions for Police PACK Program)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Plan Commission**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #16-40, Accepting Bid of Province Builders & Realty, Inc. to Purchase Parcel ED-2688 (741 Killarny Trail).**

The Board of Public Works approved the sale of 741 Killarny Trail (ED-2688) for $31,500 to Tom Riesenberg of Province Builders & Realty, Inc. at the March 7, 2016 meeting.

PROJECT SUMMARY

In 2015, the De Pere Common Council passed a resolution directing the Economic Development and Planning Director to put three city-owned lots in Trailside Estate out for bid. Per the resolution, the results of the bids are to be presented to the Board of Public Works and Common Council for review and approval.

The City released the request for bids on February 1, 2016. The request was posted to the City website, advertised on the De Pere Facebook page, distributed to the Brown County Homebuilders Association and also sent to a number of local realtors.

We received two bids, both for the lot located at 741 Killarny (ED-2688) in the amount of $30,269 and $31,500. Staff recommends awarding the sale of the lot to the high bid of $31,500 submitted by Tom Riesenberg of Province Builders & Realty, Inc.

Because bids were not received for the other two lots, staff will submit alternate approaches for marketing the properties to the City Council.

ATTACHMENTS:

- Reso16-40 (DOCX)
- Single Family Lots - De Pere (PDF)
- Trailside Bids 2016 (PDF)

RESOLUTION #16-40

ACCEPTING BID OF PROVINCE BUILDERS & REALTY, INC.
TO PURCHASE PARCEL ED-2688
(741 Killarny Trail)

WHEREAS, in 2015, the City obtained title to Parcels ED-2679 (795 Killarny Trail), ED-2688 (741 Killarny Tr.) and ED-2714 (2128 Ryan Rd.) after tax foreclosure of the same by Brown County; and

WHEREAS, in addition to the costs incurred through payment to Brown County for the foreclosed taxes, penalties and fees ascribed to each parcel, the City has expended costs in excess of $7,000 per lot in razing and removing uninhabitable partial structures on those parcels and wishes to recoup the same; and

WHEREAS, Director of Economic Development & Planning, Kimberly Flom, received two bids for Parcel ED-2688 (copies attached and incorporated herein) and no bids for the other parcels in response to a Request for Bids; and

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends (1) awarding the sale of Parcel ED-2688 to the high bidder Province Builders & Realty, Inc., and (2) the Common Council consider alternative means of public sale of the remaining two properties.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

> The Common Council accepts the bid of Province Builders & Realty, Inc. for Parcel ED-2688 in the amount of $31,500.00.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso16-40 (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-40 (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

City of De Pere, Wisconsin

Requests Bids For

Purchase of Single Family Lots

General Information

In 2015 the City of De Pere purchased three tax delinquent single family lots in the Trailside Estates subdivision. The City razed three homes on these lots that were at various levels of stalled construction because the home builder had gone out of business. In September of 2015, the City Council passed a resolution to put the now vacant properties out for bid and to bring the results to the Board of Public Works and Common Council in order to sell the parcels.

These lots are buildable, are ready for construction, and conform to the R-1 Planned Development Zoning District. Water and sewer laterals for the previously permitted homes have been constructed and could be used for future hook ups. Trailside Estates is located in the southeast portion of the city and all three properties are within walking distance to popular Altmayer Elementary School. Nearby vacant lots of similar size are listed for sale at $49,900.

Detailed Property Information

ED-2679 795 Killarny Trail

Minimum Bid: $25,000
Acres: 0.282 (12,300 sq. ft.) Approximately 137' x 85'
Assessed Land Value: $43,700

Zoning: R-1 Planned Development
Property Access: Killarny Trail
School District: Unified School District of De Pere
Property Structures: None
Property Vacant: Yes
Legal Description: TRAILSIDE ESTATES LOT 57

Title Type: Quit Claim
Deed Transfer Fee: Recording fees as required by the Brown County Register of Deeds

Attachment: Single Family Lots - De Pere (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

Title Transfer Terms: Deed will be issued upon payment in full.

Title: No abstract, title insurance, or survey will be provided by the seller. The winning bidder is responsible for recording fees, taxes, special assessments and special charges etc., if any -- as provided in Wis Stat. 75.521(8), (Wisconsin Statutes 2009-2010). Bidders are encouraged to research title.

Overall Condition: Property is being sold "As Is". It is the bidder's responsibility to determine condition and any defects. Bidders are strongly encouraged to make personal inspection prior to bidding. Property is subject to all easements, right-of-way, and restrictions of record, if any.

ED-2688 741 Killarny Trail

Minimum Bid: $25,000
Acres: 0.252 (10,960 sq. ft.) Approximately 137' x 80'
Assessed Land Value: $41,500

Zoning: R-1 Planned Development
Property Access: Killarny Trail
School District: Unified School District of De Pere
Property Structures: None
Property Vacant: Yes
Legal Description: TRAILSIDE ESTATES LOT 66

Title Type: Quit Claim
Deed Transfer Fee: Recording fees as required by the Brown County Register of Deeds
Title Transfer Terms: Deed will be issued upon payment in full.

Title: No abstract, title insurance, or survey will be provided by the seller. The winning bidder is responsible for recording fees, taxes, special assessments and special charges etc., if any -- as provided in Wis Stat. 75.521(8), (Wisconsin Statutes 2009-2010). Bidders are encouraged to research title.

Overall Condition: Property is being sold "As Is". It is the bidder's responsibility to determine condition and any defects. Bidders are strongly encouraged to make personal inspection prior to bidding. Property is subject to all easements, right-of-way, and restrictions of record, if any.

ED-2714 2128 Ryan Road

Minimum Bid: $25,000
Acres: 0.271 (11,783 sq. ft.) Approximately 107' x 157' x 197'
Assessed Land Value: $42,900
Zoning: R-1 Planned Development

Property Access: Ryan Road
School District: Unified School District of De Pere
Property Structures: None
Property Vacant: Yes
Legal Description: TRAILSIDE ESTATES LOT 92

Title Type: Quit Claim
Deed Transfer Fee: Recording fees as required by the Brown County Register of Deeds
Title Transfer Terms: Deed will be issued upon payment in full.

Title: No abstract, title insurance, or survey will be provided by the seller. The winning bidder is responsible for recording fees, taxes, special assessments and special charges etc., if any -- as provided in Wis Stat. 75.521(8), (Wisconsin Statutes 2009-2010). Bidders are encouraged to research title.

Overall Condition: Property is being sold "As Is". It is the bidder's responsibility to determine condition and any defects. Bidders are strongly encouraged to make personal inspection prior to bidding. Property is subject to all easements, right-of-way, and restrictions of record, if any.

Process and Schedule

1. Please submit all questions in writing or by email to Kimberly Flom no later than 4:00PM on February 12, 2016.
2. Responses to all questions received will be available for viewing on the City website by February 17, 2016.
3. All proposals are due to the City of De Pere by 4:00PM on Friday, February 26, 2016. The City reserves the right to reject any or all bids. Submit proposals, using the attached form, via email or by mail to:

   City of De Pere
   Kimberly Flom, Economic Development & Planning Director
   335 S. Broadway
   De Pere, WI 54115
   kflom@mail.de-pere.org (920) 339-4043

4. Staff will open bids and evaluate as to highest offer to be presented as follows:
   a. Board of Public Works: March 7, 2016
   b. Common Council: March 15, 2016

Evaluation Procedure

The City will review submittals and submit bids received to the Board of Public Works and the Common Council, ranked in order of staff preference. If there are multiple identical offers at the same price, consideration will be given to proposed timeframe, project value, and local sourcing. In the instance of a selection based on these criteria, the City reserves the right to repurchase the lot if project commitments are not met.

Additional Information

- You may choose to submit an offer for one, two or all three of the lots. The highest offer on each lot will be recommended for approval.
- Final sale subject to approval from De Pere Board of Public Works and Common Council.
- Property closing to occur within 30 days of Common Council approval.
- Full purchase price in cash or cashier's check due at closing. No city financing will be considered.
- All permit submittals to construct on the lots must meet De Pere Codes, including acknowledgement of drainage plan requirements.

City of De Pere, Wisconsin

Bid Submittal Form for Trailside Estates Lots

Contact Information

Contact Person _____

Company Name (if applicable) _____

Street Address _____

Phone Number _____

Email Address _____

Purchase Offer

ED-2679: 795 Killarny Tr Bid_____

ED-2688: 741 Killarny Tr Bid_____

ED-2714: 2128 Ryan Road Bid_____

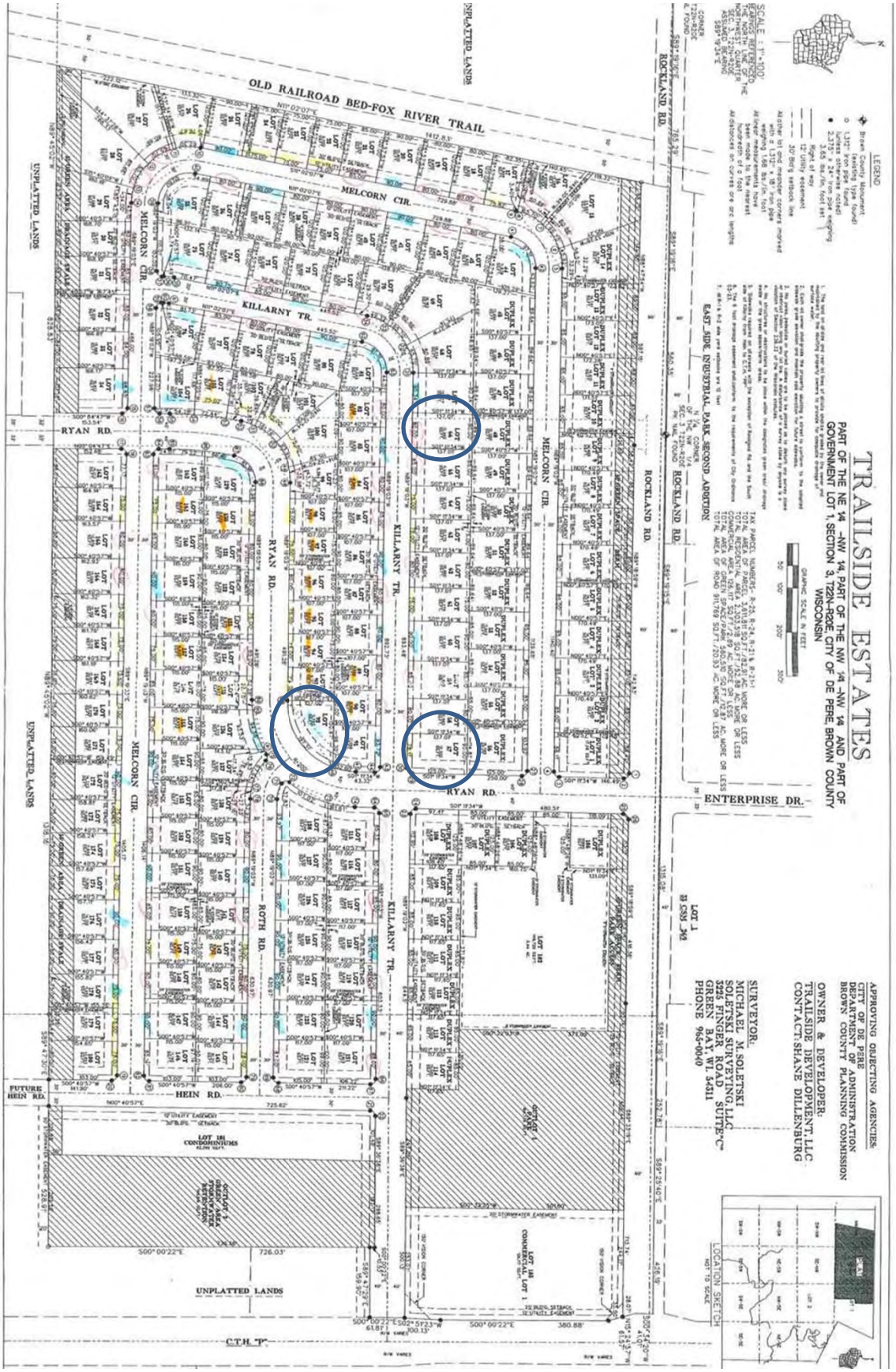
Name_____ Signature _____

Submit no later than 4:00PM on February 26, 2016 to:

City of De Pere
Kimberly Flom, Economic Development & Planning Director
335 S. Broadway
De Pere, WI 54115
kflom@mail.de-pere.org (920) 339-4043

Attachment: Single Family Lots - De Pere (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

City of De Pere – Trailside Estates Lots Attachments



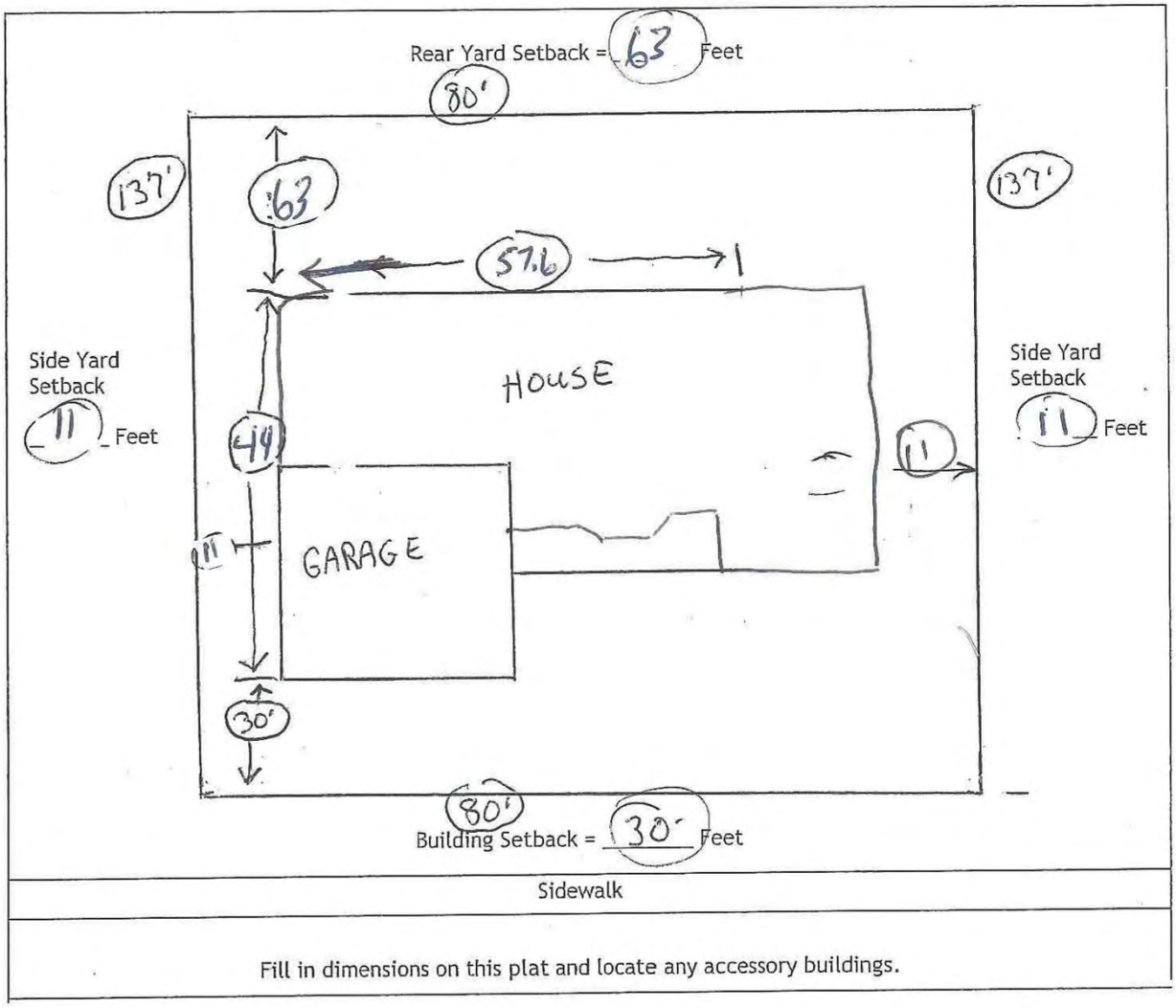
Subdivision Plat and Lot Locations

City of De Pere – Trailside Estates Lots Attachments

Previously approved site plan provided for reference – Lot is currently vacant.

Building Inspection Department
City of De Pere
335 S. Broadway, De Pere, WI 54115
Phone: (920) 339-4053 FAX: (920) 330-9491

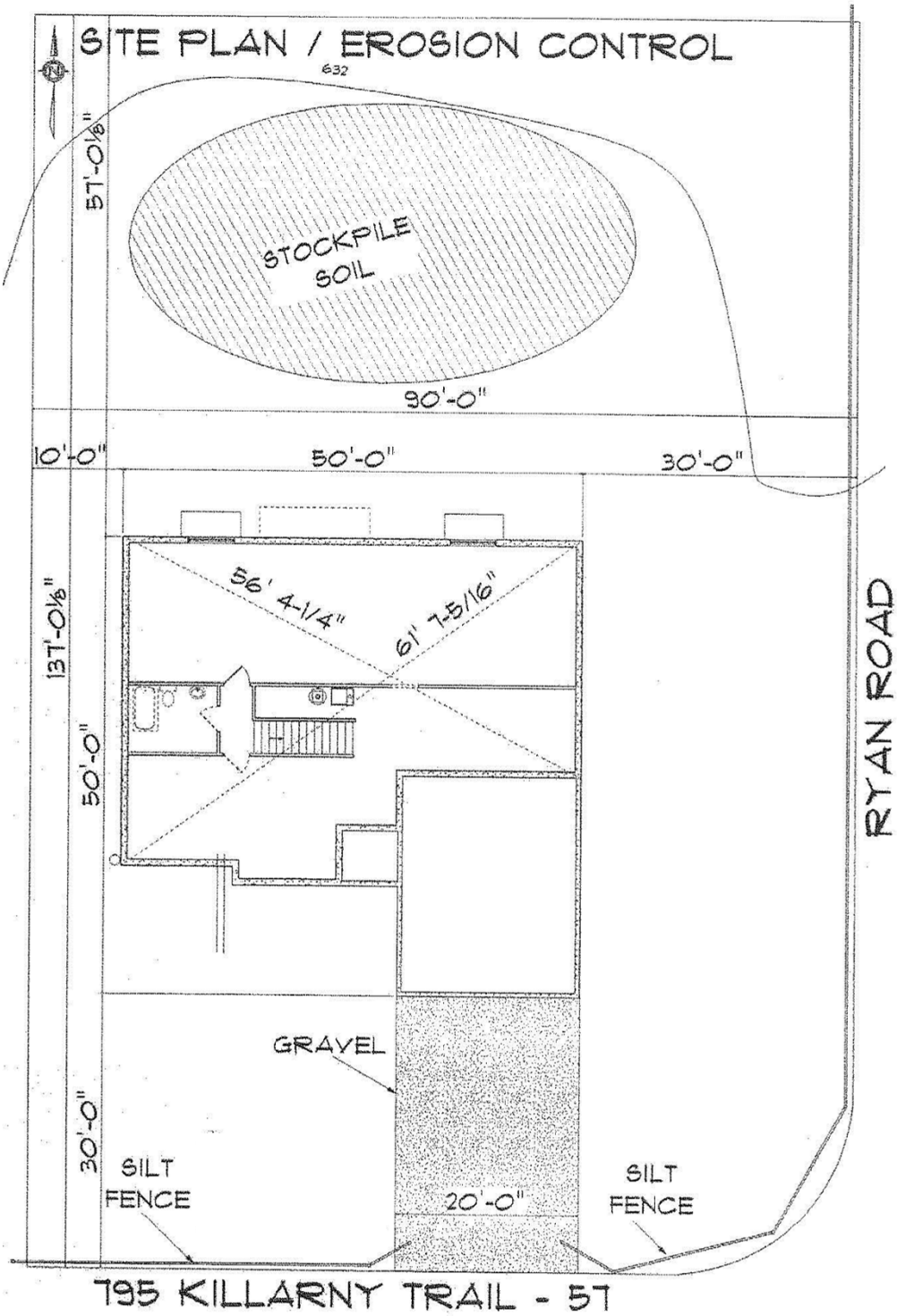
PLOT PLAN



741 Killarny Site Plan

City of De Pere – Trailside Estates Lots Attachments

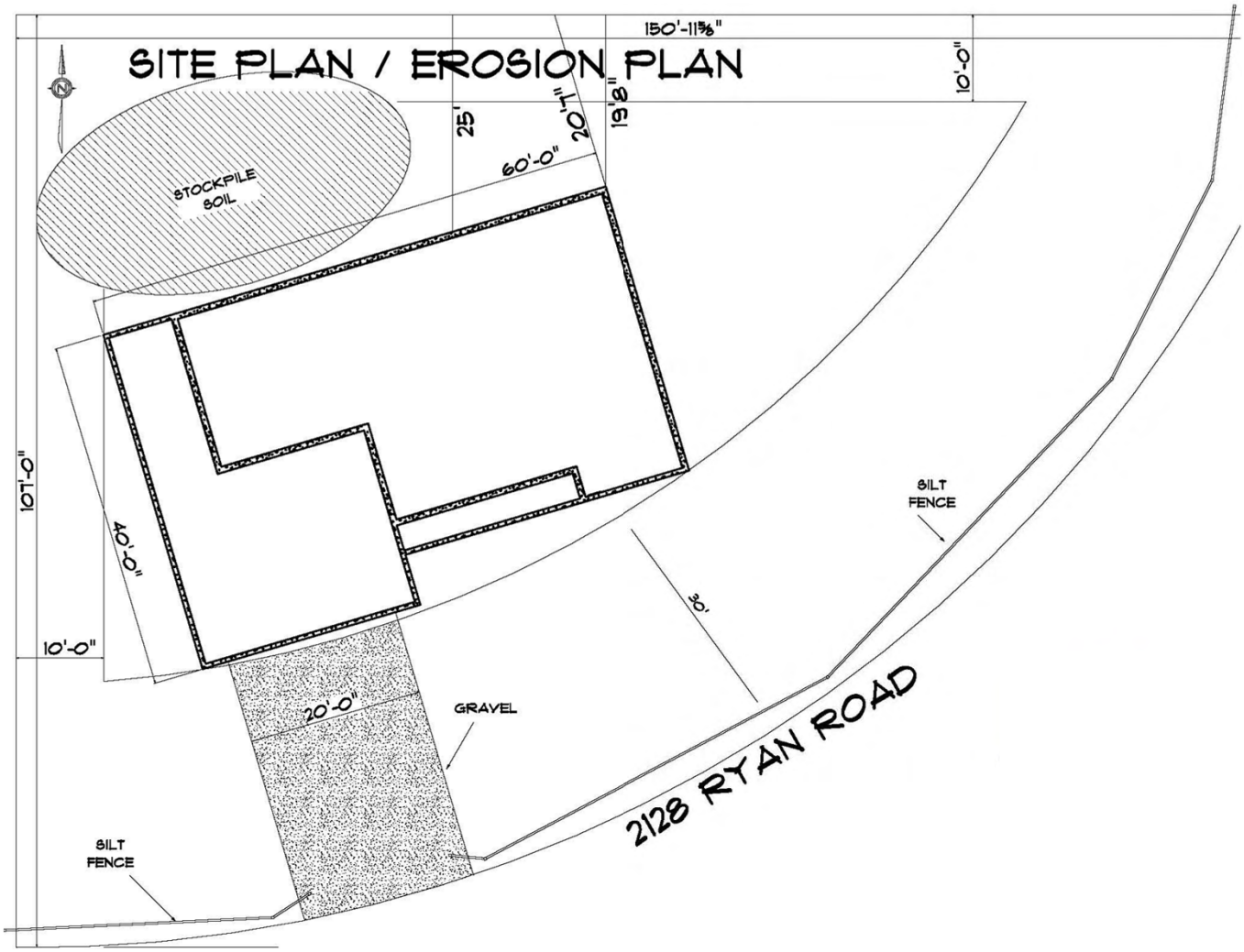
Previously approved site plan provided for reference – Lot is currently vacant.



795 Killarny Site Plan

City of De Pere – Trailside Estates Lots Attachments

Previously approved site plan provided for reference – Lot is currently vacant.



2128 Ryan Road Site Plan

Attachment: Single Family Lots - De Pere (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

City of De Pere, Wisconsin

Bid Submittal Form for Trailside Estates Lots

Contact Information

Contact Person: Tom Riesenberg

Company Name (If applicable): Province Builders & Realty, Inc

Street Address: 2269 Foxbrights Ln Green Bay WI 54304

Phone Number: 494-7471 or cell 621-7131

Email Address: tomr@provincehomes.com

Purchase Offer

ED-2679: 795 Killarny Tr Bid _____

ED-2688: 741 Killarny Tr Bid $31,500.00

ED-2714: 2128 Ryan Road Bid _____

Name Tom Riesenberg Signature [signature]

Submit no later than 4:00PM on February 26, 2016 to:

City of De Pere
Kimberly Flom, Economic Development & Planning Director
335 S. Broadway
De Pere, WI 54115
kflom@mail.de-pere.org (920) 339-4043

Attachment: Trailside Bids 2016 (4481 : Resolution #16-40, Accepting Bid for Sale of Trailside Estates 741 Killarny)

City of De Pere, Wisconsin

Bid Submittal Form for Trailside Estates Lots

Contact Information

Contact Person: Tom Berceau

Company Name (if applicable): Tom Berceau Construction, LLC

Street Address: 803 Windchime Way De Pere WI 54115

Phone Number: 920-655-3327

Email Address: tberceau@aol.com

Purchase Offer

ED-2679: 795 Killarny Tr Bid _____

ED-2688: 741 Killarny Tr Bid $30,659.00

ED-2714: 2128 Ryan Road Bid _____

Name Tom Berceau Signature Tom Berceau

Submit no later than 4:00PM on February 26, 2016 to:

City of De Pere
Kimberly Flom, Economic Development & Planning Director
335 S. Broadway
De Pere, WI 54115
kflom@mail.de-pere.org (920) 339-4043

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Plan Commission**
FROM:	**Kimberly Flom**
SUBJECT:	**Consideration of disposition of Parcels ED-2679 and ED-2714**

ATTACHMENTS:

- Trailside Estates Council Memo (DOCX)

City of De Pere MEMORANDUM

To: De Pere Common Council
From: Kimberly Flom, Economic Development & Planning Director
Date: March 8, 2016

RE: **Trailside Estates Discussion on Remaining Lots**

PROJECT SUMMARY

In 2015, the De Pere Common Council passed a resolution directing the Economic Development and Planning Director to put three city-owned lots in Trailside Estate out for bid. Per the resolution, the results of the bids are to be presented to the Board of Public Works and Common Council for review and approval.

The City released the request for bids on February 1, 2016. The request was posted to the City website, advertised on the De Pere Facebook page, distributed to the Brown County Homebuilders Association and also sent to a number of local realtors.

On March 7, 2016, by a vote of 5-0, the Board of Public works recommended approval of the sale of 741 Killarny (ED-2688) for $31,500 to the high bid submitted by Tom Riesenberg of Province Builders & Realty, Inc. Two bids were received for the 741 Killarny lot but no bids were received for the other two lots (795 Killarny Trail and 2128 Ryan Road).

The remaining two lots are corner lots and therefore may have a lower market value than the 741 Killarny lot. The Ryan Road lot is located on a curve and will require a somewhat unique floor plan to most efficiently use the land. The City paid approximately $15,500 per lot in acquisition and demolition costs, and may incur additional maintenance costs (like mowing) over the spring and summer. Because bids were not received for the other two lots, the following options are available to market the properties:

1) In-House – The City Building Inspector has offered to market the properties by advertising online, posting a sign on the property, showing the lot and fielding inquiries.

   Considerations

   - The city would not pay any additional fees or commissions.
   - City staff have knowledge of the property and contacts within the homebuilders network to answer questions about the property.
   - Staff time would be required to market and show the property to interested buyers.
   - City staff are not licensed real estate agents and will not be able to list the property on the multiple listing service (MLS).
   - The two bidders on the 741 Killarny lot have expressed interest in purchasing the other lots.

Attachment: Trailside Estates Council Memo (4499 : Trailside Estates - Remaining Lots)

2) Real Estate Agent – The City could enlist the services of a real estate agent to list and market the remaining two lots.

Considerations

- Typical real estate commission would apply.
- The City would need to issue an RFQ/RFP to select a realtor
- This option maximizes the market reach based on the listing resources of the real estate agent.
- A real estate agent can help determine an asking price based on current market conditions.
- City staff available to answer any detailed questions about the lots.

3) Online Auction – Brown County, and other municipalities have started to use online auctions for tax delinquent properties. Brown County utilizes Wisconsin Surplus Auction, but other local auctioneers also sell real estate online.

Considerations

- If an online auction is preferred, the city should select a licensed auctioneer.
- Sellers fees typically apply as a percentage of sale.
- Online auctions are typically used for tax delinquent or otherwise challenged properties and may not yield market value for the property.

4) Re-Bid – We could re-post the remaining two lots up for bid following the same process.

Considerations

- Despite extensive outreach, the request for bids did not result in a large number of submittals for the property.
- Re-bidding the project may result in lower offers for the remaining two lots, due to the limited interest in the first round.

The remaining two lots are located in a desirable neighborhood, near a popular school, during a busy real estate market. Additionally, the two bidders for the Killarny lots have expressed interest in the remaining properties. Because of that, we recommend that City staff market the property in an attempt to sell the lots for 60 days. If the lots haven't sold at that time, an RFQ/RFP would be issued to select a realtor.

RECOMMENDATION

Authorize staff to market the remaining two Trailside Estates lots (795 Killarny Trail and 2128 Ryan Road) for 60 days. If the Council has not approved a sale at that time, authorize staff to issue an RFQ/RFP to engage the services of a real estate agent to list the properties.

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney
Scott Thorenson, Public Works Director

Attachment: Trailside Estates Council Memo (4499 : Trailside Estates - Remaining Lots)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Approve repair to Roof Top Unit at City Hall.**

Staff is requesting approval to have a Roof Top Unit be repaired at City Hall in the amount of $7418. The unit was damaged due to actions taken during the installation of our digital control system at City Hall. We believe the contractor that installed our control system is responsible for the damage, hence we are currently going through the process to seek reimbursement from their insurance company.

ATTACHMENTS:

- City of De Pere City Hall Trane RTU Hot Water Coil Replacement (PDF)

TWEET/GAROT MECHANICAL, INC.

CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICES:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

1825 Dolphin Drive
Waukesha, WI 53186
(262) 436-0714
Fax: (262) 436- 0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

February 8, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: City Hall Trane RTU Hot Water Coil

Dear Marty:

Thank you for your interest in Tweet/Garot Mechanical, Inc. and allowing us to provide the following- **Lump Sum** pricing for the above noted project.

Trane RTU Hot Water Coil Replacement..... **$7,418.00**

Our proposal includes:

- Demo existing failed Trane RTU hot water coil
- Install One (1) New Trane RTU hot water coil
- Crane Lift
- Piping materials
- Start up and check operation

Our proposal does not include:

1. Any and all Control work, upgrades, repair and/or replacement
2. Any and all Asbestos removal

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____P.O. No. _____

Attachment: City of De Pere City Hall Trane RTU Hot Water Coil Replacement (4493 : Approve repair to Roof Top Unit at City Hall.)

CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials**. Unless specified in the scope of services, asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms and conditions of this contract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 10 of this Agreement. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.

2. **Arbitration, Validity and Damages**. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the Small Claims Court may be filed outside the Small Claims Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

   ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE CASH PRICE OF THIS AGREEMENT.

3. **Reservation of Rights of Dispute**. In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such work should be classified as a “change” or as an “extra”, Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra work.

4. **Attorney Fees**. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

5. **Removal of Debris**. Upon completion of work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner’s property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.

6. **Failure to Make Payments**. If the Owner fails to make the scheduled progress payments as defined in “Schedule of Payments” then Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further work until such time as payment is made. If said payment is more than ten(10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this contract agreement and justifiably refuse to complete the balance of this contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.

7. **Items not the responsibility of Tweet/Garot Mechanical, Inc..** Unless specifically included in the scope of services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.

8. **Excusable Delays**. If Tweet/Garot Mechanical, Inc. is delayed in the performance of the work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or out of the reasonable control of Tweet/Garot

Attachment: City of De Pere City Hall Trane RTU Hot Water Coil Replacement (4493 : Approve repair to Roof Top Unit at City Hall.)

Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc. a reasonable extension of time. If additional work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 10.

9. **Safety and OSHA Requirements**. Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the owner's noncompliance. Owner responsibility includes availability to Tweet/Garot Mechanical, Inc. personnel of all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.

10. **Extra Work**. Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the scope of services. Additional work not specified in the contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours.

11. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own work until completion and acceptance of the work. To allow Tweet/Garot Mechanical, Inc. to protect the work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s work is completed, then the Owner shall be responsible for the protection of the work as well as the entire project.

    If Tweet/Garot Mechanical, Inc.'s work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 10.

12. **Concealed Conditions**. In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract terms will be equitably adjusted in writing.

13. **Insurance**. Tweet/Garot Mechanical, Inc. will carry workers compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the work. The Owner shall obtain and pay for insurance for injury to his own employees and persons not under the control of Tweet/Garot Mechanical, Inc..

14. **Indemnification**. The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..

Attachment: City of De Pere City Hall Trane RTU Hot Water Coil Replacement (4493 : Approve repair to Roof Top Unit at City Hall.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**Common Council**
FROM:	**Lisa Renier**
SUBJECT:	**Discussion regarding Stadium Tax Rebate Survey results.**

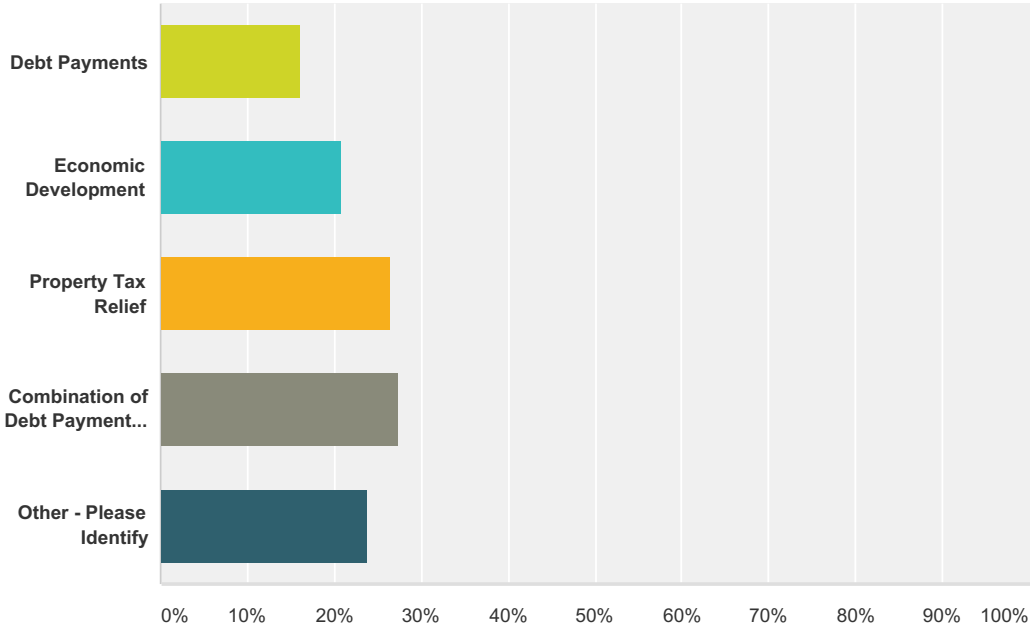
Attached are the results of the Stadium Tax Survey that concluded March 6, 2016.

ATTACHMENTS:

- Data_Q1_160309 (2) Stadium Tax Survey March 2016 (PDF)
- Data_Q2_160309 Stadium Tax Survey March 2016 (PDF)
- Stadium Tax Refund - Summary of Other Suggested Uses For Reimbursement (PDF)

Q1 How would you like the City of De Pere to use the excess Stadium Tax Funds?

Answered: 310 Skipped: 0

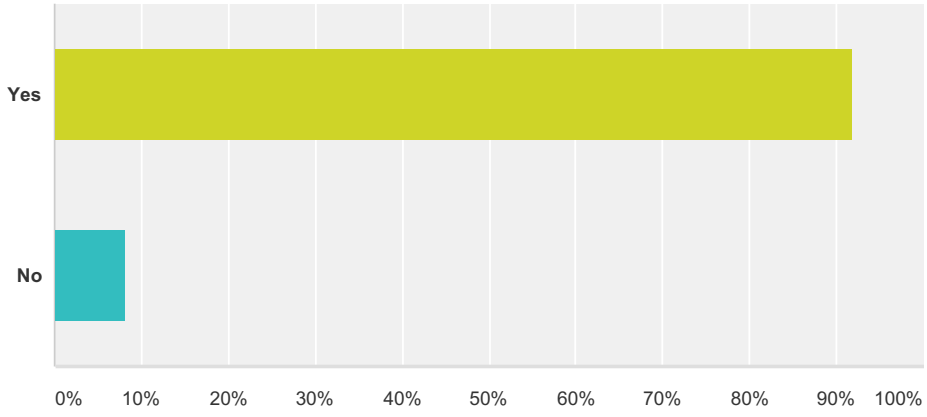


Answer Choices	Responses	
Debt Payments	16.13%	50
Economic Development	20.97%	65
Property Tax Relief	26.45%	82
Combination of Debt Payments, Economic Development and Property Tax Relief	27.42%	85
Other - Please Identify	23.87%	74
Total Respondents: 310		

Attachment: Data_Q1_160309 (2) Stadium Tax Survey March 2016 (4497 : Discussion regarding Stadium Tax Survey results.)

Q2 Are you a City of De Pere resident?

Answered: 308 Skipped: 2



Answer Choices	Responses	
Yes	**91.88%**	283
No	**8.12%**	25
Total		**308**

Attachment: Data_Q2_160309 Stadium Tax Survey March 2016 (4497 : Discussion regarding Stadium Tax Survey results.)

OTHER SUGGESTIONS OFFERED FOR STADIUM TAX REFUND

Updated city hall and police department

Utility and Infrastructure Repair/Replace

Portion should be used for a new police dog(s)

Don't use it just to put things back into the budget like Ashwaubenon.

Pay for a new police dog and training

Remove the trees and brush from the river bank between the bridge and the bomier boat launch

ReBuild Legion & VFW Pools

Parks

Combination of Debt Payments, Economic Development and Property Tax Relief

Towards maintaining all the parks for the kids or the forestry department (trees are not being trimmed like they used to be). Maintenance and development of the city pools. They are a wonderful asset that many residents use and will eventually need updating or replacement.

Downtown beautification and incentives

Toward bridge #2

Additional Staffing for the Fire Department

Making De Pere more environmentally sustainable

I would love to see the city continue developing downtown. De Pere has the nicest downtown in this area.
Build another bridge connecting the East and West sides further South. Find a more permanent solution to the constant damage of Scheuring Rd where the train tracks cross.

Parks and swimming pool upgrade
I would like to see some public docks put in where residents could rent space every summer to keep their boats instead of putting their boats in and out of the water. The fees charged would pay more than the $5 launch fee.

Legalizing Marijuana

Center for children, toddler thru teenage years, to safely play. Indoors.

Building another bridge across the Fox- there is too much congestion

New Police Dog

Get rid of some of the bars, way to many. Get some mom and pop stores in.

Pool

Give it to the schools

Upgrade E and W De Pere swimming pools

Food pantries and homeless shelters.

Improvements of Parks and other community amenities

Put it into the parks and the new pool project

Give it back to the residents

Park pool repairs, fund George Street Landing Design Plan, provide low-interest loan program to low-income residential property owners for house maintenance and repair, 10% property tax relief

Development of downtown businesses

Park and open space development
Get rid of the lazy officer who is assigned by Ridgeway and Broadway, hire and train new officers who do their job without harassing honest people with disabilities
Remove the unhelpful police officer who is in the "historical" distric by West end of Ridgeway Blvd and get the children trying to get to school protected by an officer who will care as well as pass the physical test.

Developing the riverfront on the east side of De Pere in the downtown area, we need a better downtown like GB is moving towar

I'm happy with whatever happens, but like that you have asked for input from residents. Although unlikely, I'd like to see it go toward something that could be enjoyed by the community that would improve quality of life. Improvement on city pools, create new or extend/update bike trails... Add more family active options to Voyager park? It's so cool down there with the river walk in the summer, and with the library there, it could become an even greater focal point and attraction for non residents to visit.

Renewable energy generation

Pay down debt and economic development

Parks, city beautification, recreation

Downtown parking

Public education/saleries

Splash pad and/or indoor public pool/recreation center (ping pong, basketball) since De Pere will never get a YMCA. :(:(:(

Beautification - plant trees - keep our city appealing

Give it back to the residents directly to spend how they'd like; barring that, then property tax relief

K-9 replacement and also crossing guard pay adjustment (has not been changed since 2008)

New park with pool near Briarwood Ct.

Two new swimming pools on each side of the river1842

Replace our Elsie

Fix both pools that we have. Keep them outside and in the neighborhoods on each side of river.

Riverfront development

Recreation / Park - water pad and community garden

New water park

Save it for future "needed" expense instead of raising taxes to cover the expense. don't spend it on some type of want vs a neec

ROAD WORK AND SIDEWALKS

Replace De Pere's current ugly street lights (sodium vapor?) with technology that is more efficient and more flattering to our city, such as modern LED units as Boston is doing. http://www.cityofboston.gov/publicworks/lighting/led.asp

New aquatic center

New pool

Debt payments and roadway maintenance

Expand on the De Pere Riverwalk

Police Dog and Trainer

Use it for the social good of the city.

Increase services (police,fire,municipal) to meet needs of city growth over the past several years

Parks and Recreation programs

Parks and rec.

Road or Sidewalk repair

Water park

Let's see some money allocated towards fixing our streets. They make a big impact as people enter our community.

Parking issues on lone oak, highview, and Merrill street surrounding the high school

aquatic center or east De Pere YMCA with an indoor pool

Parks and recreation

Further development of the park system

Reopen the compost facility so residents can get compost again

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 3-15-16 VOUCHERS (PDF)

PACKET: 05088 MAR 2016 COUNCIL - 2

27.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-9377	A1 ELEVATOR CORP	R	3/15/2016		850.00CR	077924	
	I-9381	A1 ELEVATOR CORP	R	3/15/2016		255.00CR	077924	1,105.00
6426	ACL							
	I-201602-0	ACL	R	3/15/2016		160.00CR	077925	160.00
7009	ACROSS THE STREET PRODUCTIONS							
	I-12-3642	ACROSS THE STREET PRODUCTIONS	R	3/15/2016		1,440.00CR	077926	1,440.00
0302	AIRGAS USA LLC							
	I-9933535618	AIRGAS USA LLC	R	3/15/2016		288.15CR	077927	288.15
2982	ALL CITY COMMUNICATIONS							
	I-4699567-030116	ALL CITY COMMUNICATIONS	R	3/15/2016		157.60CR	077928	157.60
0007	AMBROSIUS SALES & SERVICE							
	I-99511	AMBROSIUS SALES & SERVICE	R	3/15/2016		1,001.52CR	077929	1,001.52
5604	AURORA BAYCARE MED CTR LLC							
	I-TT296	AURORA BAYCARE MED CTR LLC	R	3/15/2016		356.02CR	077930	356.02
0020	BADGERLAND PRINTING INC							
	I-27087	BADGERLAND PRINTING INC	R	3/15/2016		175.00CR	077931	
	I-27206	BADGERLAND PRINTING INC	R	3/15/2016		70.00CR	077931	
	I-27251	BADGERLAND PRINTING INC	R	3/15/2016		4.00CR	077931	
	I-27260	BADGERLAND PRINTING INC	R	3/15/2016		36.00CR	077931	
	I-27268	BADGERLAND PRINTING INC	R	3/15/2016		116.00CR	077931	
	I-27307	BADGERLAND PRINTING INC	R	3/15/2016		52.00CR	077931	453.00
0023	BATTERIES PLUS LLC							
	I-501-483658	BATTERIES PLUS LLC	R	3/15/2016		103.95CR	077932	103.95
0027	BAY TOWEL INC							
	I-2129608	BAY TOWEL INC	R	3/15/2016		75.93CR	077933	
	I-2131687	BAY TOWEL INC	R	3/15/2016		62.02CR	077933	
	I-2133104	BAY TOWEL INC	R	3/15/2016		45.16CR	077933	
	I-2133105	BAY TOWEL INC	R	3/15/2016		77.59CR	077933	260.70
0025	BAYCOM INC							
	I-SRVCE000000001496	BAYCOM INC	R	3/15/2016		3,395.00CR	077934	
	I-SRVCE000000001533	BAYCOM INC	R	3/15/2016		1,940.00CR	077934	5,335.00

Attachment: 3-15-16 VOUCHERS (4477 : Voucher Approval.)

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7225	BECHER HOPPE ASSOC INC							
	I-19413	BECHER HOPPE ASSOC INC	R	3/15/2016		1,813.00CR	077935	1,813.00
0038	BROADWAY AUTOMOTIVE INC							
	I-794791P	BROADWAY AUTOMOTIVE INC	R	3/15/2016		41.47CR	077936	41.47
2944	BROWN COUNTY JAIL							
	I-201603085708	BROWN COUNTY JAIL	R	3/15/2016		1,240.00CR	077937	1,240.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201603085709	BROWN COUNTY REGISTER OF DEEDS	R	3/15/2016		30.00CR	077938	30.00
2984	BROWN COUNTY TREASURER							
	I-2016-00000003	BROWN COUNTY TREASURER	R	3/15/2016		1,815.12CR	077939	
	I-2016-00000024	BROWN COUNTY TREASURER	R	3/15/2016		313.63CR	077939	2,128.75
0115	CARQUEST AUTO PARTS LLC							
	I-6339-219669	CARQUEST AUTO PARTS LLC	R	3/15/2016		10.49CR	077940	10.49
0536	CDW GOVERNMENT INC							
	I-CCT6974	CDW GOVERNMENT INC	R	3/15/2016		176.70CR	077941	
	I-CDH8478	CDW GOVERNMENT INC	R	3/15/2016		615.08CR	077941	
	I-CDK5499	CDW GOVERNMENT INC	R	3/15/2016		1,449.66CR	077941	
	I-CDR6193	CDW GOVERNMENT INC	R	3/15/2016		1,604.88CR	077941	
	I-CDT2178	CDW GOVERNMENT INC	R	3/15/2016		23.40CR	077941	
	I-CFK7491	CDW GOVERNMENT INC	R	3/15/2016		927.38CR	077941	4,797.10
6575	CEDAR CORP							
	I-87697	CEDAR CORP	R	3/15/2016		4,200.00CR	077942	4,200.00
2708	CLEANING SOLUTION SERVICES INC							
	I-11310	CLEANING SOLUTION SERVICES INC	R	3/15/2016		1,067.00CR	077943	
	I-11415	CLEANING SOLUTION SERVICES INC	R	3/15/2016		1,732.00CR	077943	2,799.00
6977	COAST TO COAST SOLUTIONS							
	I-IVC0072668	COAST TO COAST SOLUTIONS	R	3/15/2016		326.98CR	077944	326.98
1302	DE KEYSER CONST CO INC							
	I-15100-223	DE KEYSER CONST CO INC	R	3/15/2016		1,031.25CR	077945	1,031.25
0069	DE PERE GREENHOUSE INC							
	I-22738	DE PERE GREENHOUSE INC	R	3/15/2016		152.00CR	077946	152.00

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0276	DE PERE HARDWARE							
	I-194867	DE PERE HARDWARE	R	3/15/2016		15.92CR	077947	
	I-195025	DE PERE HARDWARE	R	3/15/2016		7.58CR	077947	
	I-195210	DE PERE HARDWARE	R	3/15/2016		70.55CR	077947	94.05
6946	DEAN ENTERPRISES LLC							
	I-D-36187	DEAN ENTERPRISES LLC	R	3/15/2016		103.50CR	077948	103.50
3213	EILLIEN'S							
	I-SI167646	EILLIEN'S	R	3/15/2016		150.20CR	077949	
	I-SI168413	EILLIEN'S	R	3/15/2016		40.40CR	077949	190.60
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1804484	EMERGENCY MEDICAL PRODUCTS INC	R	3/15/2016		470.00CR	077950	470.00
0091	FASTENAL COMPANY							
	I-WIGRE325011	FASTENAL COMPANY	R	3/15/2016		18.78CR	077951	
	I-WIGRE325252	FASTENAL COMPANY	R	3/15/2016		9.15CR	077951	27.93
3187	FDSOA							
	I-1420	FDSOA	R	3/15/2016		240.00CR	077952	240.00
7362	FESTIVAL DESIGN INC							
	I-14096	FESTIVAL DESIGN INC	R	3/15/2016		520.63CR	077953	520.63
2627	FESTIVAL FOODS INC							
	I-5937	FESTIVAL FOODS INC	R	3/15/2016		29.87CR	077954	29.87
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15208	FIRE APPARATUS & EQUIPMENT INC	R	3/15/2016		2,301.85CR	077955	2,301.85
0105	FOX SPECIALITY COMPANY							
	I-32595	FOX SPECIALITY COMPANY	R	3/15/2016		73.05CR	077956	73.05
0562	GALL'S INC							
	I-4927367	GALL'S INC	R	3/15/2016		106.87CR	077957	
	I-4944698	GALL'S INC	R	3/15/2016		140.34CR	077957	
	I-4950768	GALL'S INC	R	3/15/2016		47.87CR	077957	
	I-4951516	GALL'S INC	R	3/15/2016		103.18CR	077957	
	I-4957438	GALL'S INC	R	3/15/2016		176.97CR	077957	575.23
2544	GLOBAL RECOGNITION INC							
	I-154841	GLOBAL RECOGNITION INC	R	3/15/2016		367.50CR	077958	367.50

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6923	GORDON FLESCH COMPANY INC.							
	I-IN11442223	GORDON FLESCH COMPANY INC.	R	3/15/2016		101.03CR	077959	101.03
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-983483816	GRAYBAR ELECTRIC COMPANY INC	R	3/15/2016		162.22CR	077960	162.22
1237	HASTINGS AIR ENERGY CONTROL							
	I-I60460	HASTINGS AIR ENERGY CONTROL	R	3/15/2016		173.04CR	077961	173.04
0446	HAWKINS INC							
	I-3836569 RI	HAWKINS INC	R	3/15/2016		4,397.13CR	077962	4,397.13
7363	HIGHLAND CREST BAPTIST CHURCH							
	I-201603075698	HIGHLAND CREST BAPTIST CHURCH	R	3/15/2016		169.06CR	077963	169.06
5674	HOME TEAM SPORTS & APPAREL INC							
	I-25572	HOME TEAM SPORTS & APPAREL INC	R	3/15/2016		431.30CR	077964	431.30
1399	INDOFF INC							
	I-2757817	INDOFF INC	R	3/15/2016		55.05CR	077965	
	I-2760269	INDOFF INC	R	3/15/2016		173.73CR	077965	
	I-2760749	INDOFF INC	R	3/15/2016		26.95CR	077965	
	I-2764472	INDOFF INC	R	3/15/2016		48.02CR	077965	303.75
1276	JX ENTERPRISES INC							
	I-D-260490028	JX ENTERPRISES INC	R	3/15/2016		31.39CR	077966	
	I-D-260550094	JX ENTERPRISES INC	R	3/15/2016		106.01CR	077966	
	I-D-260550095	JX ENTERPRISES INC	R	3/15/2016		90.29CR	077966	
	I-D260610134	JX ENTERPRISES INC	R	3/15/2016		97.43CR	077966	325.12
1	KAYSER, WILLIAM/SANDRA							
	I-201603085710	MAILBOX	R	3/15/2016		62.97CR	077967	62.97
0149	KIMCO ENGRAVING INC							
	I-28206	KIMCO ENGRAVING INC	R	3/15/2016		17.33CR	077968	17.33
3140	KUNDINGER FLUID POWER INC							
	I-50370872	KUNDINGER FLUID POWER INC	R	3/15/2016		1,635.80CR	077969	1,635.80
0156	LAWSON PRODUCTS INC							
	I-9303903111	LAWSON PRODUCTS INC	R	3/15/2016		449.66CR	077970	449.66

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0157	LEAGUE OF WI MUNICIPALITIES							
	I-75871	LEAGUE OF WI MUNICIPALITIES	R	3/15/2016		75.00CR	077971	75.00
0159	LEXIS NEXIS INC							
	I-1602249696	LEXIS NEXIS INC	R	3/15/2016		214.00CR	077972	214.00
0373	MACHINE SERVICE INC							
	I-1260480040	MACHINE SERVICE INC	R	3/15/2016		349.83CR	077973	
	I-1260530027	MACHINE SERVICE INC	R	3/15/2016		20.00CR	077973	369.83
0173	MENARDS INC							
	I-79142	MENARDS INC	R	3/15/2016		37.66CR	077974	
	I-79752	MENARDS INC	R	3/15/2016		29.96CR	077974	
	I-79780	MENARDS INC	R	3/15/2016		55.84CR	077974	
	I-80005	MENARDS INC	R	3/15/2016		14.38CR	077974	
	I-80007	MENARDS INC	R	3/15/2016		269.85CR	077974	
	I-80012	MENARDS INC	R	3/15/2016		20.44CR	077974	
	I-80014	MENARDS INC	R	3/15/2016		18.82CR	077974	
	I-80120	MENARDS INC	R	3/15/2016		146.80CR	077974	
	I-80186	MENARDS INC	R	3/15/2016		423.80CR	077974	
	I-80191	MENARDS INC	R	3/15/2016		32.92CR	077974	
	I-80349	MENARDS INC	R	3/15/2016		17.92CR	077974	
	I-80378	MENARDS INC	R	3/15/2016		5.12CR	077974	
	I-80410	MENARDS INC	R	3/15/2016		59.97CR	077974	1,133.48
0175	MIDWEST RADAR & EQUIPMENT							
	I-14993	MIDWEST RADAR & EQUIPMENT	R	3/15/2016		110.00CR	077975	110.00
0076	NASSCO INC							
	I-S2014785.001	NASSCO INC	R	3/15/2016		206.45CR	077976	206.45
3191	NIELSON COMMUNICATIONS INC							
	I-AT10474	NIELSON COMMUNICATIONS INC	R	3/15/2016		49.90CR	077977	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-309099	NORTHEAST AUTO PARTS INC	R	3/15/2016		53.67CR	077978	
	I-309101	NORTHEAST AUTO PARTS INC	R	3/15/2016		10.29CR	077978	
	I-309104	NORTHEAST AUTO PARTS INC	R	3/15/2016		24.98CR	077978	
	I-309135	NORTHEAST AUTO PARTS INC	R	3/15/2016		37.61CR	077978	
	I-309140	NORTHEAST AUTO PARTS INC	R	3/15/2016		24.98CR	077978	
	I-309153	NORTHEAST AUTO PARTS INC	R	3/15/2016		59.22CR	077978	
	I-309199	NORTHEAST AUTO PARTS INC	R	3/15/2016		18.61CR	077978	
	I-309274	NORTHEAST AUTO PARTS INC	R	3/15/2016		18.58CR	077978	
	I-309278	NORTHEAST AUTO PARTS INC	R	3/15/2016		53.82CR	077978	
	I-309280	NORTHEAST AUTO PARTS INC	R	3/15/2016		21.67CR	077978	
	I-309295	NORTHEAST AUTO PARTS INC	R	3/15/2016		38.77CR	077978	
	I-309320	NORTHEAST AUTO PARTS INC	R	3/15/2016		71.96CR	077978	434.16

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5433	NORTHEAST WI TECH COLLEGE							
	I-CS28889	NORTHEAST WI TECH COLLEGE	R	3/15/2016		160.00CR	077979	
	I-SFT0000109525	NORTHEAST WI TECH COLLEGE	R	3/15/2016		1,528.95CR	077979	1,688.95
3250	NORTHERN LAKE SERVICE							
	I-291094	NORTHERN LAKE SERVICE	R	3/15/2016		80.00CR	077980	
	I-291193	NORTHERN LAKE SERVICE	R	3/15/2016		60.00CR	077980	140.00
0187	NSIGHT TELSERVICES							
	I-201603075700	NSIGHT TELSERVICES	R	3/15/2016		64.40CR	077981	64.40
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-164094	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/15/2016		877.60CR	077982	
	I-164133	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/15/2016		550.00CR	077982	1,427.60
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2131122	OVERHEAD DOOR CO OF GREEN BAY	R	3/15/2016		166.75CR	077983	166.75
7355	OXFORD IMMUNOTEC							
	I-357089	OXFORD IMMUNOTEC	R	3/15/2016		52.75CR	077984	
	I-362418	OXFORD IMMUNOTEC	R	3/15/2016		105.50CR	077984	158.25
4476	PAUL CONWAY SHIELDS CORP							
	I-379095-IN	PAUL CONWAY SHIELDS CORP	R	3/15/2016		397.90CR	077985	
	I-379609-IN	PAUL CONWAY SHIELDS CORP	R	3/15/2016		55.50CR	077985	453.40
6753	PIONEER MANUFACTURING CO.							
	I-INV584889	PIONEER MANUFACTURING CO.	R	3/15/2016		3,108.00CR	077986	3,108.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-63183	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/15/2016		177.72CR	077987	177.72
6464	POMASL FIRE EQUIPMENT INC							
	I-62349	POMASL FIRE EQUIPMENT INC	R	3/15/2016		340.00CR	077988	
	I-62422	POMASL FIRE EQUIPMENT INC	R	3/15/2016		510.00CR	077988	850.00
0208	POMP'S TIRE SERVICE INC							
	I-90029821	POMP'S TIRE SERVICE INC	R	3/15/2016		539.76CR	077989	
	I-90029875	POMP'S TIRE SERVICE INC	R	3/15/2016		144.28CR	077989	
	I-90030027	POMP'S TIRE SERVICE INC	R	3/15/2016		29.95CR	077989	
	I-90030047	POMP'S TIRE SERVICE INC	R	3/15/2016		477.48CR	077989	1,191.47

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC							
	I-109585	PRO ONE JANITORIAL INC	R	3/15/2016		979.00CR	077990	979.00
5055	QUALITY TRUCK CARE CENTER INC							
	I-DP50125	QUALITY TRUCK CARE CENTER INC	R	3/15/2016		16.69CR	077991	16.69
5973	RAE-COR DISTRIBUTING INC							
	I-64521	RAE-COR DISTRIBUTING INC	R	3/15/2016		249.57CR	077992	249.57
0227	REINDERS INC							
	I-1621748-00	REINDERS INC	R	3/15/2016		73.03CR	077993	73.03
4864	SAM'S CLUB							
	I-4702	SAM'S CLUB	R	3/15/2016		13.95CR	077994	
	I-6743	SAM'S CLUB	R	3/15/2016		18.43CR	077994	
	I-6744	SAM'S CLUB	R	3/15/2016		16.55CR	077994	
	I-9341	SAM'S CLUB	R	3/15/2016		4.69CR	077994	53.62
3378	STRYKER SALES CORP							
	I-1881458M	STRYKER SALES CORP	R	3/15/2016		330.01CR	077995	330.01
3660	TEAM MOTORSPORTS							
	I-716911	TEAM MOTORSPORTS	R	3/15/2016		34.99CR	077996	34.99
0262	TEMPERATURE SYSTEMS INC							
	I-2453679-00	TEMPERATURE SYSTEMS INC	R	3/15/2016		224.88CR	077997	224.88
7309	TRILLIUM CNG							
	I-INV0016700	TRILLIUM CNG	R	3/15/2016		3,779.41CR	077998	3,779.41
0268	TRUCK EQUIPMENT INC							
	I-674379-01	TRUCK EQUIPMENT INC	R	3/15/2016		65.86CR	077999	
	I-677340-00	TRUCK EQUIPMENT INC	R	3/15/2016		234.00CR	077999	299.86
0272	UNIFORM SHOPPE INC							
	I-252045	UNIFORM SHOPPE INC	R	3/15/2016		239.90CR	078000	
	I-252098	UNIFORM SHOPPE INC	R	3/15/2016		44.95CR	078000	
	I-252099	UNIFORM SHOPPE INC	R	3/15/2016		77.40CR	078000	
	I-252372	UNIFORM SHOPPE INC	R	3/15/2016		110.00CR	078000	
	I-252485	UNIFORM SHOPPE INC	R	3/15/2016		20.00CR	078000	
	I-252549	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252550	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252551	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252552	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252553	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252554	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252555	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252556	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252557	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252558	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252559	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252561	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	

Attachment: 3-15-16 VOUCHERS (4477 : Voucher Approval.)

PACKET: 05088 MAR 2016 COUNCIL - 2

27.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-252562	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252563	UNIFORM SHOPPE INC	R	3/15/2016		48.90CR	078000	
	I-252659	UNIFORM SHOPPE INC	R	3/15/2016		42.95CR	078000	
	I-252661	UNIFORM SHOPPE INC	R	3/15/2016		184.85CR	078000	
	I-252795	UNIFORM SHOPPE INC	R	3/15/2016		15.90CR	078000	1,420.55
VOID	VOID CHECK		V	3/15/2016			078001	**VOID**
7015	US BANK EQUIPMENT FINANCE							
	I-299418343	US BANK EQUIPMENT FINANCE	R	3/15/2016		207.50CR	078002	207.50
0277	VAN'S FIRE & SAFETY INC							
	I-4082255	VAN'S FIRE & SAFETY INC	R	3/15/2016		306.50CR	078003	306.50
3085	VANDERLOOP'S SHOES INC							
	I-I04-10006486	VANDERLOOP'S SHOES INC	R	3/15/2016		100.00CR	078004	100.00
3707	VIKING ELECTRIC SUPPLY							
	I-1098775	VIKING ELECTRIC SUPPLY	R	3/15/2016		312.13CR	078005	
	I-1142979	VIKING ELECTRIC SUPPLY	R	3/15/2016		126.88CR	078005	
	I-1162858	VIKING ELECTRIC SUPPLY	R	3/15/2016		295.26CR	078005	
	I-1163114	VIKING ELECTRIC SUPPLY	R	3/15/2016		72.28CR	078005	
	I-1174765	VIKING ELECTRIC SUPPLY	R	3/15/2016		1,637.60CR	078005	
	I-1174766	VIKING ELECTRIC SUPPLY	R	3/15/2016		80.48CR	078005	2,524.63
6093	WALT'S PETROLEUM SERVICE INC							
	I-78286	WALT'S PETROLEUM SERVICE INC	R	3/15/2016		874.66CR	078006	874.66
0426	WERNER ELECTRIC SUPPLY							
	I-S4731327.001	WERNER ELECTRIC SUPPLY	R	3/15/2016		206.05CR	078007	
	I-S4731603.001	WERNER ELECTRIC SUPPLY	R	3/15/2016		187.11CR	078007	393.16
0548	WI RURAL WATER ASSOC							
	I-S1605	WI RURAL WATER ASSOC	R	3/15/2016		555.00CR	078008	555.00
0300	ZARNOTH BRUSH WORKS INC							
	I-158567-IN	ZARNOTH BRUSH WORKS INC	R	3/15/2016		92.70CR	078009	92.70

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	66,988.72	66,988.72
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	86	0.00	66,988.72	66,988.72

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-15-16 VOUCHERS (4477 : Voucher Approval.)

PACKET: 05088 MAR 2016 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

27.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2016	51,912.52CR
201	3/2016	41.95CR
208	3/2016	64.40CR
290	3/2016	30.00CR
405	3/2016	6,013.00CR
415	3/2016	17.92CR
601	3/2016	7,056.66CR
650	3/2016	1,852.27CR
ALL		66,988.72CR

Attachment: 3-15-16 VOUCHERS (4477 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 15, 2016**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 3-15-2016 (PDF)

CITY OF DE PERE -March 15, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	DUDLEY, SCOTT J.	1774 BOLAND RD	GREEN BAY	WI	54303
2	NAPIER JR, ROGER A.	1011 S SIXTH ST	DE PERE	WI	54115
3	SCHIERLAND, KURT J.	237 COOLIDGE ST	GREEN BAY	WI	54301
4	SEDOVIC, JAMES R.	308 LIBAL ST	DE PERE	WI	54115
Temporary Operator License Applications					
1	GIBSON, DAVID E.	703 E MISSION RD	GREEN BAY	WI	54301
2	KISSEL, KEVIN M.	2265 SAMANTHA ST #92	DE PERE	WI	54115
3	PASTERSKI, DEBRA A.	2265 SAMANTHA ST #92	DE PERE	WI	54115
4	VAN DE KREEKE, DANIEL J.	1770 CRIMSON CT	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	CASEY, JAKE A.	1040 APPLETON RD	MENASHA	WI	54952
2	DOMBROSKI, LORI J.	1159 DREWS DR	DE PERE	WI	54115
3	GILKEY, JOHN W.	1819 BAILEYS HARBOR DR	GREENVILLE	WI	54942
4	HENDRICKS, CARRIE A.	502 N TENTH ST #77	DE PERE	WI	54115
5	KARLIN, JONATHAN P.	2201 BASTEN ST	GREEN BAY	WI	54302
6	LANGE, TRAVIS J.	1332 DOBLON ST	GREEN BAY	WI	54302
7	MARTENS, JACOB P.	719 WINFORD AV	GREEN BAY	WI	54303
8	SARENICH, DEVIN T.	302 MEADOW LN	WRIGHTSTOWN	WI	54180
9	SCHULTZ, MICHAEL B.	144 LORRIE WAY	DE PERE	WI	54115
10	KHAN, SHAHBAZ	2626 TROJAN DR #619	GREEN BAY	WI	57304

Attachment: 3-15-2016 (4475 : Operator License Applications.)