COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the **Common Council** of the City of De Pere will be held on **February 22, 2012** at **7:30 p.m.** in the **City Hall Council Chambers**, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.

AGENDA FOR SAID MEETING:

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 7, 2012 regular meeting of the Common Council.

4. Public Hearing to amend Precise Implementation Plan for 1601 Lawrence Drive, Parcel WD-D0020 as an authorized use within the development to allow for a tavern/bar in one of the tenant spaces is scheduled for 7:35 p.m.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. After the hearing is held, Ordinance #12-03, Amending Precise Implementation Plan Midwest Expansion – De Pere Crossing (WD-D0020) is presented for consideration.

5. Public Hearing on a rezoning request for Parcel WD-101, (300 South 6th Street) and Parcel WD-102-1 (Grant Street), from R-2 (Single/Two Family Residential) to R-4 (General Residence Office) is scheduled for 7:35 p.m.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. After the hearing is held, Ordinance #12-04, Rezoning Certain Property (Parcels WD-101 and WD-102-1) is presented for consideration.

6. Public Hearing on a Third Amendment to the Intergovernmental Cooperation Agreement between the Town of Lawrence and the City of De Pere Determining a Portion of the Common Boundary Line Through Detachment and Annexation of Territory is scheduled for 7:35 p.m.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. After the hearing is held, Resolution #12-07, Authorizing Third Amendment To The Intergovernmental Cooperation Agreement Between The Town of Lawrence And The City of De Pere Determining A Portion Of The Common Boundary Line Through Detachment And Annexation Of Territory is presented for consideration.

    D. Ordinance #12-05, Annexation of Territory.

7. Public comment upon matters not on agenda or other announcements.

8. Presentation regarding room tax by City of Green Bay.

9. Recommendation from the Finance Committee to approve:

   A. Fire Department purchase of Cardiac Training Monitors utilizing Act 102 funds.

   B. Donation from A Better Tomorrow Wisconsin Community Outreach, Inc. to be placed in the Fire Department's donation account.

10. Recommendation from the Board of Public Works to approve:

   A. Awarding bid for 2012 Booster Pump Upgrades Project to Mueller Electric, LLC.

   B. Rebuilding leaf vacuum truck with purchasing a used chassis.

11. Recommendation from the License Committee:

   A. Class "B" Beer & "Class B" Liquor License for The River Loft at 132 Front Street.

12. Resolution #12-08, Approving Agreement For Engineering Services Between The City Of De Pere and Robert E. Lee & Associates, Inc. (Pond Design and Pond Modification).

13. Resolution #12-09, Authorizing Payment To Green Bay Metropolitan Sewerage District, For Ashwaubenon Creek And Ninth Street Interceptor Rehabilitation.

14. Resolution #12-10, Authorizing Telecommunications Service Agreement With TDS Metrocom, LLC.

15. Resolution #12-11, Authorizing Disposal Of Surplus Property.

16. Resolution #12-12, Approving Agreement For Consulting Services Between The City Of De Pere And Midwest Engineering Services, Inc. (2012 Construction Materials and Soil Testing).

17. Resolution #12-13, Approving Agreement For Consulting Services Between The City Of De Pere And River Valley Testing Corporation (2012 Soil Boring).

18. Request for authorization to participate in a metropolitan fire consolidation study request for quotes and qualifications.

19. City Sustainability Team report on activities.

20. Voucher approval.

21. Applications for Operator's Licenses.

22. Future agenda items.

23. 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, February 21, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

PIP For Parcel WD-D0020 – Public Hearing			
STEVEN WESOLOSKI	MIDWEST EXPANSION	2300 LINEVILLE RD STE 200	DE PERE, WI 54115
1600 LAWRENCE DR LLC		1600 LAWRENCE DR	DE PERE WI 54115-3925
SCHUERING ROAD LLP		1620 LAWRENCE DR	DE PERE WI 54115-3925
DK HOLDINGS OF WISCONSIN LLC		1997 AMERICAN BL	DE PERE WI 54115-8138
COLE SP DEPERE WI LLC		2555 E CAMELBACK RD #400	PHOENIX AZ 85016-4258
SPIRIT SPE PORTFOLIO 2006-1 LLC		700 PILGRIM WY	GREEN BAY WI 54304-5263
Rezone for Parcel WD-L183-5 and Parcel WD-101 Public Hearing			
CHAD C & SARA L DOVERSPIKE		1482 CAROLE LN	GREEN BAY WI 54313-6045
STEVEN F KERSTEN		1600 SHAWANO AV #204E	GREEN BAY WI 54303-3246
HUNTER J WESOLOSKI		1627 SAND ACRES DR	DE PERE WI 54115
JERAD W & KRISTEN J MARSH		242 E GLENBROOK DR	PULASKI WI 54162
THOMAS D & MEGAN HEIMAN		2637 RUSH CT	DE PERE WI 54115
MRS MARY LINDSLEY		309 S SIXTH ST	DE PERE WI 54115-1213
DELORIS RASMUSSEN		320 S SIXTH ST	DE PERE WI 54115-1214
TIMOTHY L CORBIN & J. LARSON		326 S SIXTH ST	GREEN BAY WI 54115-1214
WEST DEPERE SCHOOL DISTRICT		400 REID ST #W	DE PERE WI 54115
PAUL R & RHONDA M KNOPE		403 S SIXTH ST	DE PERE WI 54115-1205
ERIN M BRAUN		409 S SIXTH ST	DE PERE WI 54115-1205
DE PERE CHRISTIAN OUTREACH		506 BUTLER ST	DE PERE WI 54115-1202
JEROME H MOOREN		551 BUTLER ST	DE PERE WI 54115-1201
PAUL R & GAYLE F LENZ		602 BUTLER ST	DE PERE WI 54115-1204
THOMAS E LECLAIRE		611 BUTLER ST	DE PERE WI 54115-1203
MICHAEL E & MARY A COWAN		612 BUTLER ST	DE PERE WI 54115-1204
DOUGLAS A & PATTY L SCHRANZ		617 BUTLER ST	DE PERE WI 54115-1203
ERICA L VANBOXEL		618 BUTLER ST	DE PERE WI 54115-1204
ERICA L VANBOXEL		618 BUTLER ST	DE PERE WI 54115-1204
DONALD L STAEVEN		622 GRANT ST	DE PERE WI 54115-1318
GERALD H GOERL		631 BUTLER ST	DE PERE WI 54115-1250
LORI K KOCH & PAUL V HUEBNER		632 BUTLER ST	DE PERE WI 54115-1204
DONALD J QUINETTE		637 BUTLER ST	DE PERE WI 54115-1250
MICHAEL P ZAHN		638 BUTLER ST	DE PERE WI 54115-1204
NICOLE M BREY		646 GRANT ST	DE PERE WI 54115-1318
KIM J THOMSON		656 GRANT ST	DE PERE WI 54115-1318
MASTERS PROPERTIES LLC		PO BOX 5381	DE PERE WI 54115
BLESSED HOPE BAPTIST CHURCH		PO BOX 5484	DE PERE WI 54115-5484
WISCONSIN CENTRAL LTD	C/O ACCOUNTS PAYABLE	PO BOX 8103	MONTREAL QC H3
Annexation From Town of Lawrence- Public Hearing			
WIDOT	NORMAN PAWELCZYK	944 VANDERPERREN WAY	GREEN BAY, WI 54304
TOWN OF LAWRENCE			
Mayor Jim Schmitt	City of Green Bay	100 N. Jefferson Street	Green Bay, WI 54301
Rob Strong, Dir. Planning & Development	City of Green Bay	100 N. Jefferson Street	Green Bay, WI 54301
Greg Flisram, Dir. Economic Development	City of Green Bay	100 N. Jefferson Street	Green Bay, WI 54301
Jeremy R. Bock		N327 Elm Road	Pulaski, WI 54162
muellerelectric@centurytel.net			
Lee G. Novak, P.E.	Robert E. Lee & Associates, Inc.	4664 Golden Pond Court	Hobart, WI 54155
Mike Pierner	GBMSD	2231 North Quincy Street	Green Bay, WI 54302
Ryan Portman, P.E.	Midwest Engineering Services, Inc.	2740-F Packerland Drive	Green Bay, Wi 54313
Mark E. King, P.E.	River Valley Testing Corp.	1280 Parkview Road	Green Bay, WI 54304

DRAFT

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – FEBRUARY 7, 2012

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, February 7, 2012.

Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Michael Donovan, Bob Heuvelmans, Larry Lueck Dan Robinson & Kathy Van Vonderen. Alderperson Bob Wilmet was excused. The Council said the Pledge of Allegiance to the Flag.

Alderperson Donovan moved, seconded by Alderperson Boyd, to approve the minutes of the January 17, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment. **Alderperson Lueck reminded residents owning property with back of property adjacent to LeBrun in the First District that there is a Public Works meeting on Monday, February 13, 2012.**

5. Brad Toll, President/CEO of the Greater Green Bay & the Lakeshore Convention & Visitors Bureau (CVB) gave a presentation defining the Mission Statement of the CVB and explained how the CVB benefits the City of De Pere. The CVB 2011 Budget and a CVB future budget were presented. Discussion considering a 2% increase in the room tax rate to fund marketing in De Pere and Brown County followed.

Alderperson Donovan moved, Robinson seconded, to open the meeting at 8:21 p.m.

The following support a 2% increase in local room tax to support CBV marketing:

Dave Vincent, 1600 Lawrence Dr., Sleep Inn, Member CBV Board of Directors

Pat Olejniczak, Director of Sales and Hotel Services, Kress Inn-Bemis Conference Center, St. Norbert College

Susan Garot, Executive Director of the Green Bay Botanical Gardens and Chairman for the CVB

Brenda Krainik, 2050 Whistling Swan Circle, De Pere, Marketing Director for the CVB

Mary Jane Herber, 849 N. Clay St., served on several Historical Site Committees, Green Bay Antiquarian Board of Directors, Member Brown County Historical Society, Chairwoman City of De Pere Historic Preservation Commission, Heritage Hill Guild Board, National Railroad Museum Board.

Cheryl Detrick, President/Chief Executive Officer, De Pere Chamber of Commerce

Alderperson Bauer moved, seconded by Alderperson Van Vonderen, to close the open meeting at 8:45 p.m.

Mayor Mike Walsh stated the City of Green Bay will be attending the next Common Council meeting (February 22) and the Council will be looking to have an answer at the first Common Council meeting in March (March 6) which is before the Room Tax Commission Meeting on March 7.

6. Ordinance 12-02, Repealing and Recreating Section 150-22(3) De Pere Municipal Code Relating to Long Term Parking was presented. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve the ordinance. Upon discussion and vote, motion carried unanimously.

7. Resolution 12-06, Regarding Boat Launch Fees was presented. Alderperson Van Vonderen moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and vote, 6 ayes and 1 nay. Alderperson Donovan voted nay; all others voted aye.

RECOMMENDATION FROM THE PARK BOARD

8A. Alderperson Donovan moved, seconded by Alderperson Boyd, to approve Riverwalk Change Order #2 to Janke General Contractors, Inc. Upon discussion it was decided to hold item until after closed session discussion of Item 13A.

RECOMMENDATION FROM THE LICENSE COMMITTEE

9. Alderperson Heuvelmans moved, seconded by Alderperson Bauer, to approve a Name change and premise description change for St. Norbert College, Inc., 100 Grant St. Upon vote, 6 ayes and 1 Abstain. Alderperson Robinson abstained, all others voted aye.

10. Alderperson Van Vonderen moved, seconded by Alderperson Boyd, to approve the vouchers. Upon vote, motion carried unanimously.

11. Applications for Operator's Licenses were presented:

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BAUR, ASHLEY A.	1613 SWAN RD., #9	DE PERE	WI	54115
2	BELTER, DAVID L.	820 GROSS COURT	GREEN BAY	WI	54302
3	CEILLEY, BRIDGET J.	100 GRANT ST., ,SUITE 322	DE PERE	WI	54115
4	HERMANS, NICOLE M.	2736 ONTARIO RD.	GREEN BAY	WI	54311
Operator Licenses for the 2010-2012 Licensing Period					
1	HERIBACKA, TONYA M.	1144 ROLAND	GREEN BAY	WI	54303
2	JENSEN, ABIGAIL	2721 DANIEL CT.	GREEN BAY	WI	54311
3	KITTELL, DIANA L.	1763 O'HEARN LN.	DE PERE	WI	54115
4	SAVAGE, JUSTIN D.	920 ONEIDA ST.	GREEN BAY	WI	54304
5	STENGER, NICHOLAS E.	1218 GEORGE ST.	DE PERE	WI	54115
6	VALLIER, MARGARET ANN	620 SUPERIOR ST.	DE PERE	WI	54115

Alderperson Heuvelmans moved, seconded by Alderperson Bauer, to deny application #1, approve application #3 and table applications #2 and 4 of the Previously Tabled Operator License Applications listed above. Upon vote, motion carried unanimously.

Alderperson Heuvelmans moved, seconded by Alderperson Bauer, to approve Operator License Applications # 1, 2, 4 and 5; and table Operator License Applications #3 and 6 listed above. Upon vote, motion carried unanimously.

12. Future Agenda Items. None.

13./13A. Alderperson Bauer moved, seconded by Alderperson Boyd, to convene in closed session at 9:08 p.m. pursuant to Wis. Stats. §19.85(1)(e) to have a discussion regarding strategy to develop in negotiation with the Fire Union and to Discuss request to terminate Naming Rights Agreement for Riverwalk and Wildlife Viewing Pier. Upon roll call vote, motion was approved.

Alderperson Robinson moved, seconded by Alderperson Van Vonderen, to reconvene in open session at 9:35 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion passed.

Alderperson Donovan renewed the motion to approve item 8A (Change Order #2 to Janke General Contractors, Inc.), seconded by Alderperson Boyd. Upon discussion and roll call vote motion carried unanimously.

Alderperson Heuvelmans moved, seconded by Alderperson Lueck, to reconvene in closed session at 9:42 p.m. pursuant to Wis. Stats. §19.85(1)(e) for discussion on Item 13.

Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to reconvene in open session at 10:50 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion passed.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Bauer, the Common Council adjourned at 10:51 p.m.

Respectfully submitted,

Vicki L. Scray
Deputy Clerk

ORDINANCE #12-03

AMENDING PRECISE IMPLEMENTATION PLAN
MIDWEST EXPANSION - DE PERE CROSSING
(WD-D0020)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed changes to the Precise Implementation Plan for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 22nd day of February, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the Precise Implementation Plan for the property located at 1601 Lawrence Drive (WD-D0020), legally described as:

> *Lot 2 of Volume 53, CSM page 171 being part of SW ¼ SW ¼ SEC 29 T23N R20E except Parcel 27 in 1 TPP 62*

be and the same is hereby amended to allow for a tavern/bar as a use within the development subject to the following conditions:

1. Submit letter from Wisconsin Department of Transportation approving fence prior to installation.
2. The fence shall be installed as presented.
3. Signage for new business must be submitted to and approved by Planning/Building Inspection Department.
4. Meet all other state and local regulations.

and as subject to the regulations set forth in and regulated by §14-59, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____

Nays:_____

Publish: February 2 and February 9, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, February 22, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the request to amend the Precise Implementation Plan for the following property:

1601 Lawrence Drive: Parcel WD-D0020 from HWY 41-Dist A w/PDD Overlay to HWY 41-Dist A w/PDD overlay to allow for a tavern/bar in one of the tenant spaces. Petitioner: Midwest Expansion, LLP by Agent: Stephen Wesoloski.

A map of the proposed rezoning is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 24th day of January, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Charlene M. Peterson
City Clerk-Treasurer

Item #2: Review the request to amend the Precise Implementation Plan for 1601 Lawrence Drive, Parcel WD-D0020. Applicant: Midwest Expansion.

The applicant is requesting to amend the Precise Implementation Plan (PIP) to allow for a tavern/bar in one of the tenant spaces at 1601 Lawrence Drive. The tenant is planning to use the space for the retail sales of wine and also a tavern/bar. At this time, the tenant is only planning to be open to midnight; however the tenant would have ability to have the bar open past midnight. The introduction of a new use in a PIP is considered a major amendment and it will require a hearing and City Council approval. The original PIP was approved with the following uses (a bar / tavern is not included):

1. Auto repair and supply
2. Banks/Financial Institutions
3. Car Dealership
4. Car Washes
5. Convenience Stores
6. Department/Hobby Stores
7. Discount Stores
8. Furniture Stores
9. Garden Centers
10. Grocery
11. Health Clinic/Clubs
12. Home Improvement
13. Hotels/Motels
14. Offices
15. Pharmacies
16. Sit Down Restaurants
17. Theaters
18. Wholesale
19. Other business typically found in shopping centers

As part of the project, the business is also planning to use the outdoor patio area. This area is open to the other tenant suites, so staff recommended that the area be enclosed with a decorative fence. The attached drawing provides the design for the fence which has matching brick pillars with a decorative iron rod fence. This design should not detract from the overall character of the site.

Recommendation:

Staff would recommend approving the added use to the Precise Implementation Plan with the following recommendations:

1. The fence shall be installed as presented.
2. A letter from the WI DOT shall be provided approving the fence before installation.
3. Signage for the new business shall be provided to staff for review and approval.
4. Request shall be forwarded to the City Council.
5. Meeting all other state and local regulations.

Print Form

CITY OF DE PERE

APPLICATION FOR REZONING

Fee: $ 245.00

Receipt #: 69450

Date: 1-19-12

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Jeff Noeldner, Midwest Expansion, LLP

Mailing Address: 2300 Lineville RD, Suite 200, Green Bay WI 54313

Phone: 920-434-7707

Signature: _____ Date: 1-16-2012

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: Stephen Wesoloski, Midwest Expansion, LLP

Mailing Address: 2300 Lineville RD. Suite 200, Green Bay, WI. 54303

Phone: 920-434-7707

Signature: _____ Date: 1-16-2012

B. Property Information

Address/Location of Property: 1601 Lawrence Dr Parcel #: WD-D0020

Parcel Dimension: _____ Parcel Area: _____

Legal Description: LOT 2 OF 53 CSM 171 BNG PRT OF SW1/4 SW1/4 SEC 29 T23N R20E EX PCL 27 IN 1 TPP 62 Document ID: 2413620

C. Rezoning Application

Existing Zoning: HWY41-Dist A w/ PDD Overlay

Proposed Zoning: HWY41-DIST A w/ PDD Overaly

Adjacent Zoning: North: Same South: I-B-1

East: Same West: NA

Zoning Classification Within General Area:

Continued on next page

Land Use:
Present Use of Parcel:
HWY41-Dist A w/ PDD Overlay

Proposed Use of Parcel:
Same use; however we are requesting that the PDD be amended to allow for a tavern / bar to be a permitted use in the development.

Present Use of Adjacent Properties:
Commercial.

SIGNED AUTHORIZATION:

I, Jeff Noeldner, being the owner of the above-described property do hereby authorize the City of De Pere to install and place a temporary "Zoning Notice" sign upon said property in a location which will give a reasonable notice to the public that said property is being considered for such change by the Common Council.

Signature

1-16-2012
Date

Midwest Expansion
Headquarters
2300 Lineville Rd. #200
Green Bay, WI 54313

Casaloma Centre
555 N. Casaloma Drive
Appleton, WI 54913
37,000 SF

Centre @ 2330
2330 S. Oneida St.
Green Bay, WI 54304
10,000 SF

DePere Crossing
1601 Lawrence Drive
De Pere, WI 54115
51,500 SF

East Pointe Centre
Bay Settlement Rd
Green Bay, WI 54311
500,000 SF

Fond du Lac Centre
977 W. Scott Street
Fond du Lac, WI 54937
61,000 SF

Hartford Retail Center
1595 E. Sumner St
Hartford, WI 53027
38,835 SF

Oneida St. Centre
2665 S. Oneida St.
Green Bay, WI 54304
37,000 SF

Saukville Development
Saukville, WI

Shoppes at the Village
2605 S. Oneida St.
Green Bay, WI 54304
250,000 SF

Sussex Development
Hwy 164
Sussex, WI 53089
70,000 SF

Urban Edge Shopping Centre
2300 Lineville Road
Green Bay, WI 54313-8836
750,000 SF

Waube Centre
969 Waube Lane
Green Bay, WI 54304
47,000 SF

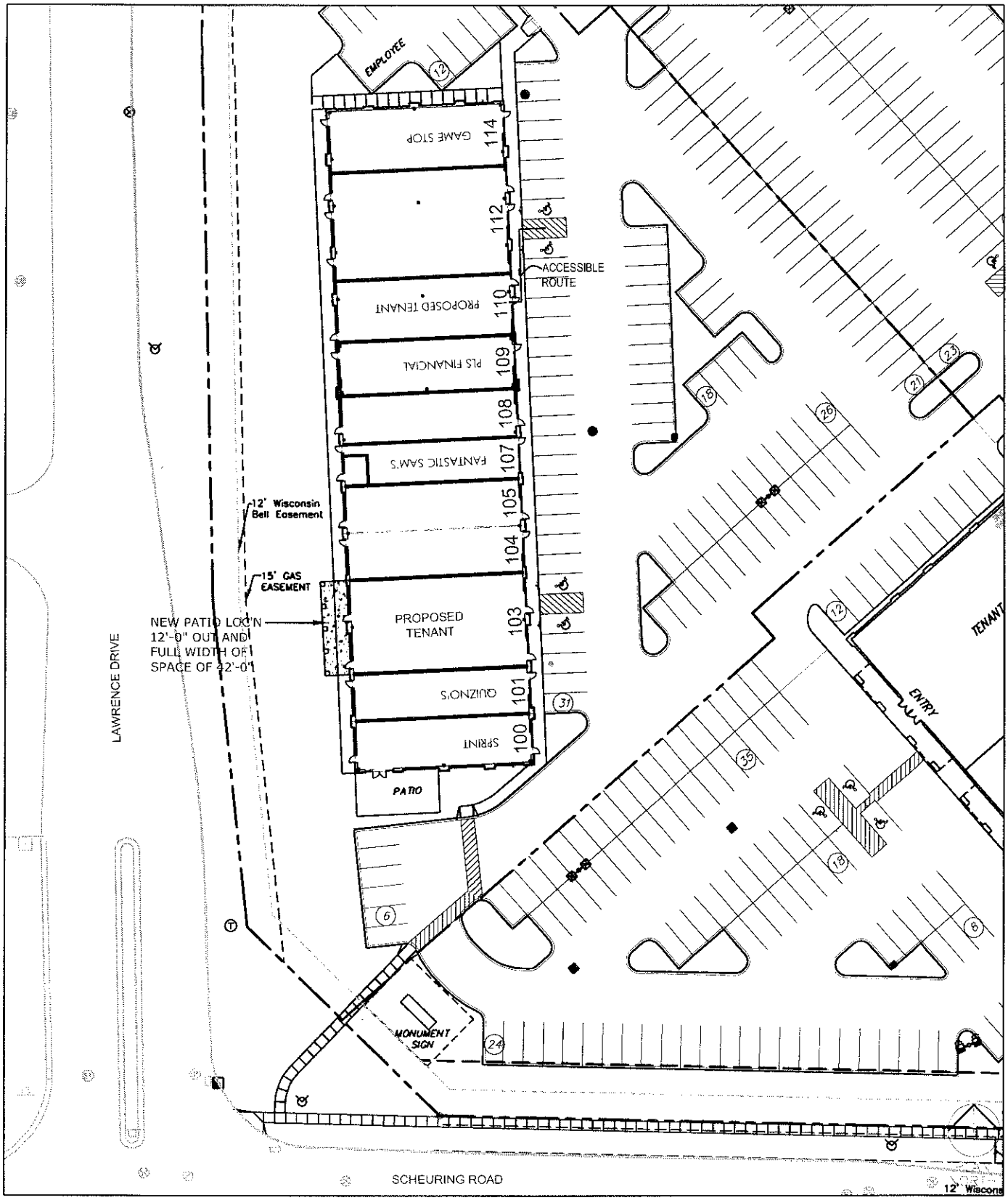
City of De Pere
335 S. Broadway
De Pere, WI 54115
Attn: Ken Pabich

PDD Amendment for De Pere Crossing, 1601 Lawrence Drive

Ken,
This letter is to inform you and your department of a request from Midwest Expansion, LLP owners of De Pere Crossing retail development to amend the current PDD to allow Assembly Occupancies within our development.
We currently have a proposed tenant that would like to operate a Wine Bar, on the premises which will be located next to the former Quizno's Sub shop. All regulations from the State level have been clearly identified and planned for in their business model. We hope that the City Council will accept our proposal so we can help the City of De Pere continue to grow.

Sincerely,

Stephen Wesoloski
Midwest Expansion, LLP



MIDWEST EXPANSION, LLP

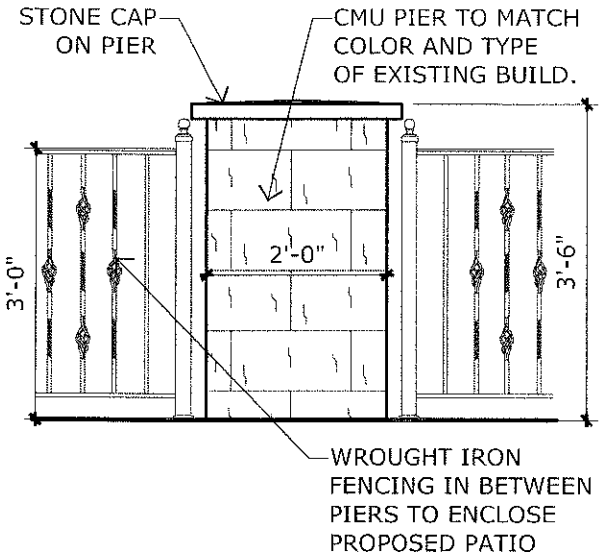
2300 LINE VILLE ROAD Suite 200
GREEN BAY, WISCONSIN 54303
Tele: (920) 434-7707
Fax: (920) 434-7717

PROPOSED PATIO

1601 LAWRENCE DR. DE PERE, WI.

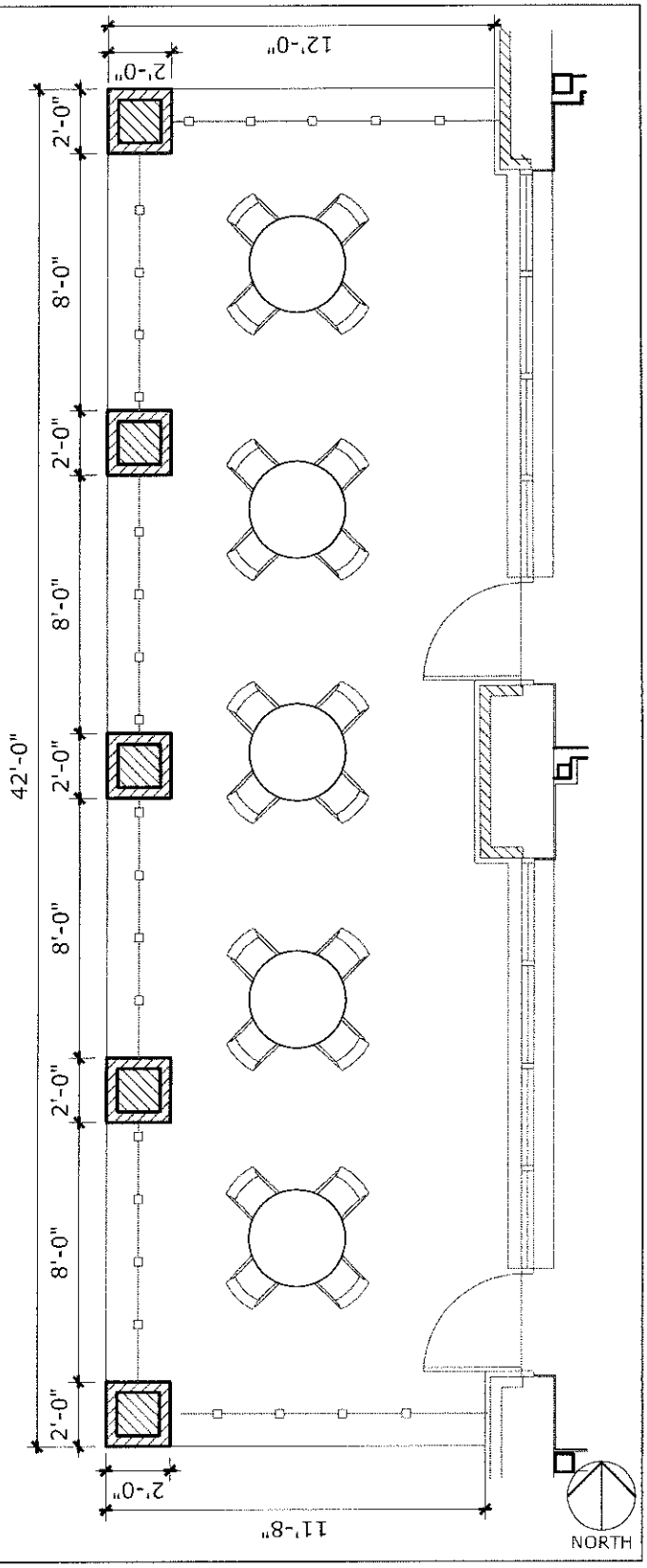
SITE PLAN

PROJECT NUMBER	-
SHEET NUMBER	1-C1.1
DATE	1-12-12



PROPOSED ELEVATION

SCALE 1/2" = 1'-0"



MIDWEST EXPANSION, LLP

2300 LINE VILLE ROAD Suite 200
GREEN BAY, WISCONSIN 54303
Tele: (920) 434-7707
Fax: (920) 434-7717

PROPOSED PATIO	PROJECT NUMBER: -
1601 LAWRENCE DR. DE PERE, WI.	SHEET NUMBER: 1-A1.1
FLOOR PLAN & ELEVATION	DATE: 1-12-12

ORDINANCE #12-04

REZONING CERTAIN PROPERTY
(PARCELS WD-101and WD-102-1)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 22nd day of February, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described properties:

Assessor's Plat of West De Pere, Lot 118 and that part of Lot 119 commencing at Southeast corner Lot 119; thence West 8' North to point 12' West of Northeast corner; thence East to Northeast corner; thence South to beginning except 246 D 54.
Parcel WD-101 (300 S. Sixth Street)

Assessor's Plat of West De Pere commencing Southeast corner lot 121 North along west line 6th street 145.35 feet, N89° 33'W, 173 feet to beginning, N89° 33'W, 70 feet North 89.58 feet, N65° 40'E, 72.3 feet S3° 6'E 73.5 feet, South 46.65 feet to beginning and also part described in 367 D 161 lying adjoining westerly to above described tract.
Parcel WD-102-1 (Grant Street)

be and the same are hereby rezoned from their present zoning classification of R-2, Single and Two Family Resident District, to R-4, General Residence Office as set forth in and regulated by the provisions of §14-41 of the De Pere Zoning Code, conditioned upon compliance with the

recommendations of the Plan Commission as set forth in Section 2 herein, and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is approved provided the following conditions of the Plan Commission are met:

1. Fence installed shall be 6' in height, tapering down to Grant Street with solid design to block parking lot.
2. Parcels WD-101 and WD-102-1 shall be combined.
3. Landscaping as approved City Forester must be provided along Grant Street and south property line.
4. Parking lot drainage plan must be approved by City Engineer.
5. Access to ground water monitoring well located on Sixth Street part of parcel must be maintained.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson Clerk-Treasurer

Ayes:_____

Nays:_____

Publish: February 2 and February 9, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, February 22, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following property:

Rezone 300 S. 6th Street: Parcel WD-101 from R-2 (Single/Two Family Residential) to R-4 (General Residence Office) for additional parking area. Petitioner: Steve Kersten; and Parcel WD-102-1 from R-2 (Single/Two Family Residential) to R-4 (General Residence Office). Petitioner: City of De Pere.

A map of the proposed rezoning is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 24th day of January, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Charlene M. Peterson
City Clerk-Treasurer

Item #4: Review the rezoning request for:

A. **Parcel WD-101 located at 300 South 6th Street to rezone from R-2 (Single/Two Family Residential) to R-4 (General Residence Office). Applicant: Steve Kersten.**
B. **WD-102-1 located on Grant Street to rezone from R-2 (Single/Two Family Residential) to R-4 (General Residence Office). Applicant: City of De Pere.**

Owner is requesting a rezoning to R-4 to allow for General Residence Office uses to occur at the existing site. The existing site was formally used by the West De Pere School District as was allowed in the R-2 District as an educational related use. To meet the parking requirements of an R-4 use, the owner must expand the parking lot and has offered to purchase the vacant property from the City of De Pere.

As part of the purchase, the City needs to rezone Parcel WD-102-1 to R-4 before the purchase can be finalized. The City will require that the two parcels be combined. The City parcel will serve as the additional parking area that is required for this type of use.

Description

Rezone: Single/Two Family Residential (R-2) to General Residence Office (R-4).
Location: Southwest corner of Grant Street and South 6th Street.

Zoning

Existing Zoning: The R-2 Single and Two-Family Residence District is designed to accommodate single family homes and duplexes along with compatible uses that are characteristic of low to medium density neighborhoods.

Proposed Zoning: General Residence Office.

Adjacent Zoning: R-2 to the north, south and west. B-2 (General Business) to the east.

Land Use

Use of Adjacent Property: Uses are all consistent with the zoning.

Suitability to Existing Zoning: Existing zoning is not compatible with the existing structure.

Suitability to Proposed Zoning: The proposed zoning allows for the building to be used in a manner that is compliant with the zoning code.

Effects of Proposed Rezoning

Densities:	No change	**Utilities:**	No change	**Police and Fire:**	No change
Traffic:	Increase	**Pedestrian:**	No change	**Parking:**	Increase
Highway Access:	No change	**Garbage:**	No Change	**Property Value:**	Increase
Pollution:	No change	**Schools:**	NA		

Recommendation:

Planning and Zoning staff have reviewed the proposed rezoning. Staff would support the rezoning with the following conditions:

1. The parcels shall be combined.
2. A fence should be installed along the west property line.
3. Landscaping should be provided along Grant Street and the south property line.
4. The parking lot will need to drain into a storm sewer.
5. When asphalting a cover must be used to allow access to the monitor well located on site.
6. The recommendation is forwarded to the City Council for action.
7. Meeting all other state and local regulations.

	CITY OF DE PERE **APPLICATION FOR REZONING**	**Fee:** $ 245.00 Receipt #: 11673 Date: 1-18-12

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: STEVE KORSTEN

Mailing Address: 1600 SHAWANO AVE # 204

Phone: 499 2283

Signature: Steve Korsten Date: 1-3-12

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: _____

Mailing Address: _____

Phone: _____

Signature: _____ Date: _____

B. Property Information

Address/Location of Property: 300 S. 6TH ST Parcel #: NO-101

Parcel Dimension: _____ Parcel Area: _____

Legal Description: .45A ASSESSORS PLAT OF W. DEPERE LOT 118 + THAT PRT LOT 119 COM AT SE COR LOT 119 TH W 8' TH N TO PT 12' W OF NE COR TH E TO NE COR TH S TO BEG EX 2/6 D 54.

C. Rezoning Application

Existing Zoning: R-2

Proposed Zoning: R-4

Adjacent Zoning: North: _____ South: _____

East: _____ West: _____

Zoning Classification Within General Area:

Continued on next page

Land Use:
Present Use of Parcel: N. DePere CHARTER School

Proposed Use of Parcel: Gen. OFFICE - MEDICAL - CBRF -

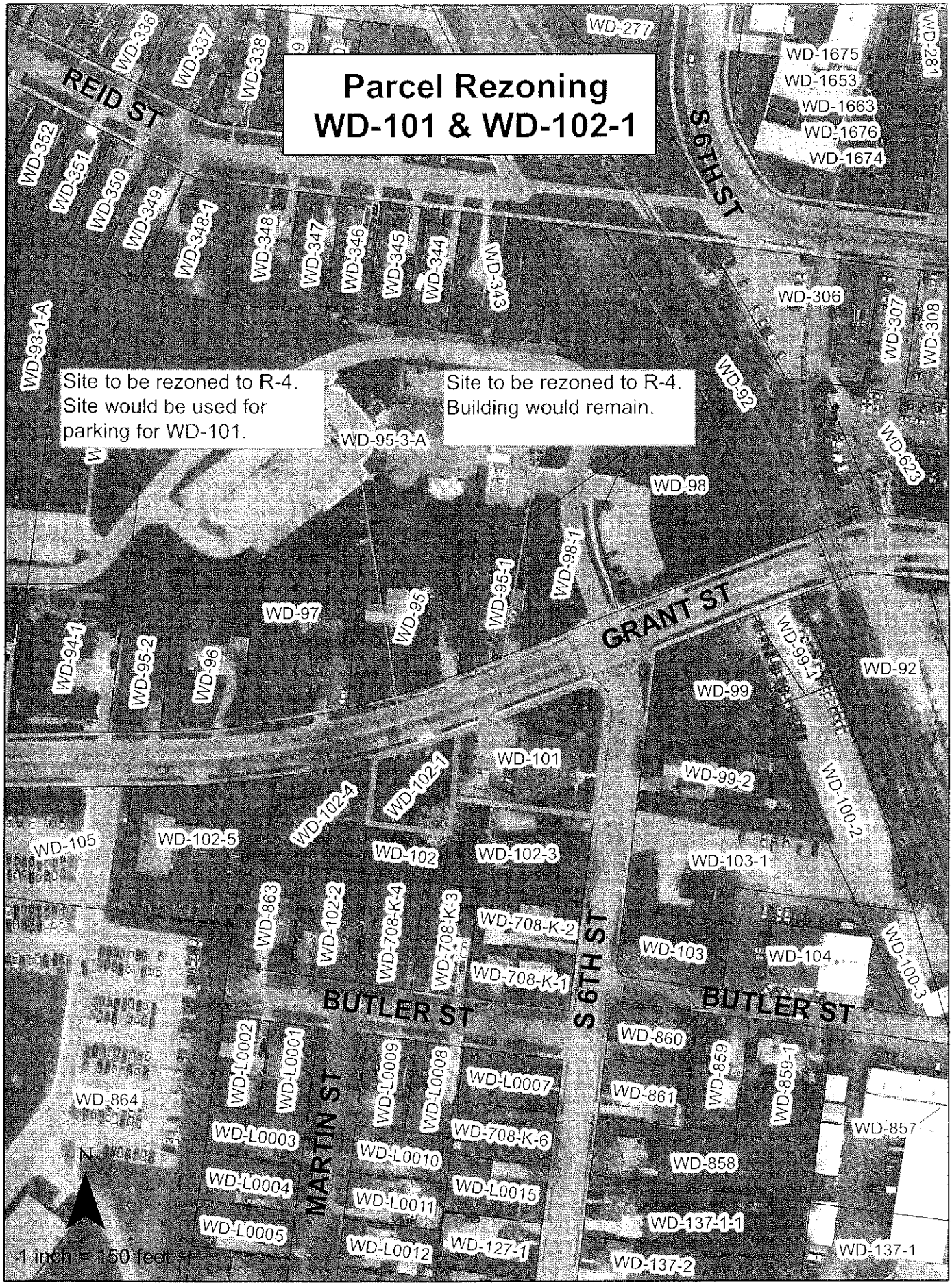
Present Use of Adjacent Properties:

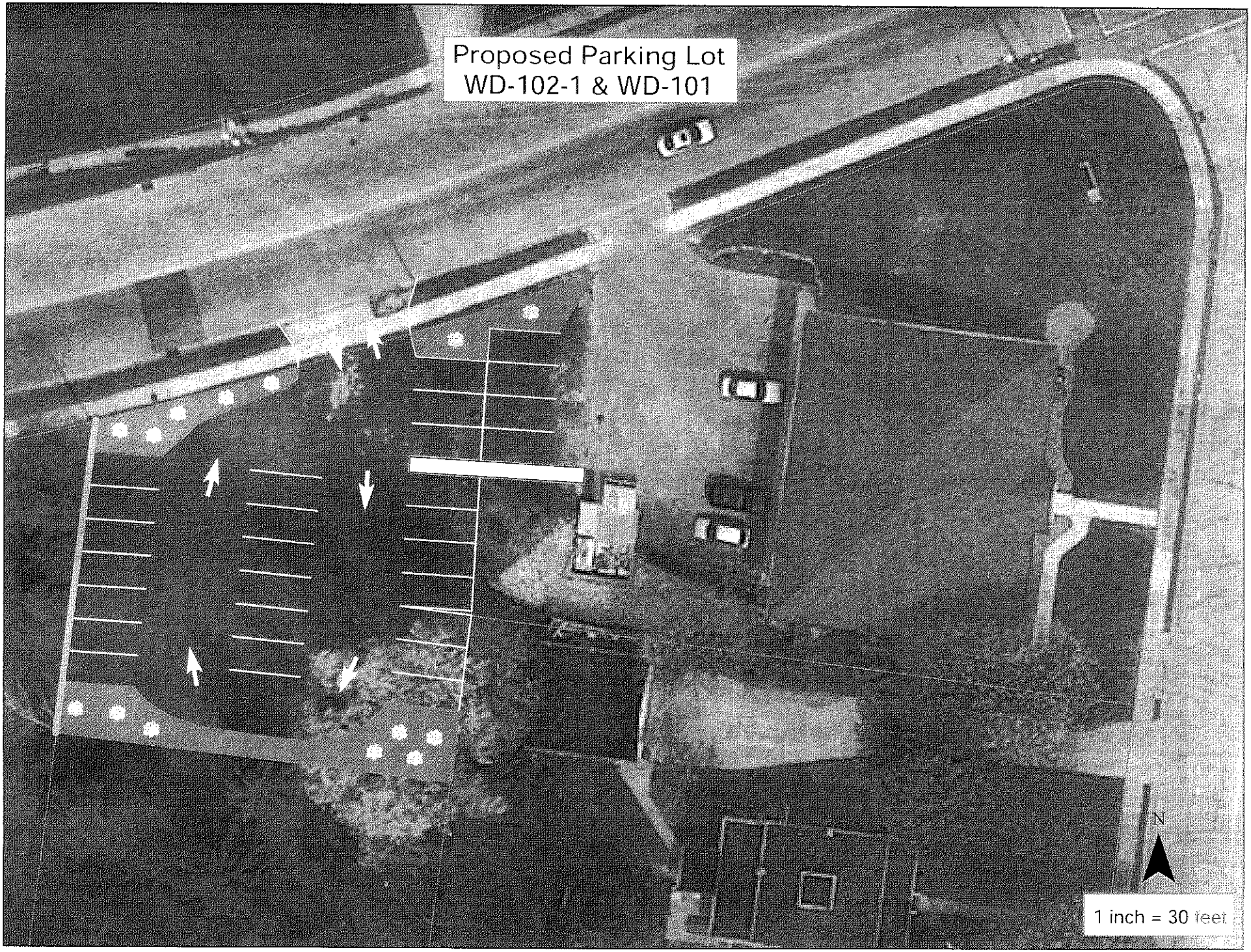
SIGNED AUTHORIZATION:

I, Steve Korsten, being the owner of the above-described property do hereby authorize the City of De Pere to install and place a temporary "Zoning Notice" sign upon said property in a location which will give a reasonable notice to the public that said property is being considered for such change by the Common Council.

Steve Korsten
Signature

1-3-12
Date


Parcel Rezoning
WD-101 & WD-102-1
Site to be rezoned to R-4.
Site would be used for
parking for WD-101.
Site to be rezoned to R-4.
Building would remain.
REID ST
GRANT ST
BUTLER ST
BUTLER ST
S 6TH ST
S 6TH ST
MARTIN ST
WD-277
WD-1675
WD-1653
WD-1663
WD-1676
WD-1674
WD-281
WD-336
WD-337
WD-338
WD-352
WD-351
WD-350
WD-349
WD-348-1
WD-348
WD-347
WD-346
WD-345
WD-344
WD-343
WD-306
WD-307
WD-308
WD-93-1-A
WD-92
WD-623
WD-95-3-A
WD-98
WD-98-1
WD-95-1
WD-97
WD-95
WD-94-1
WD-95-2
WD-96
WD-99-1
WD-92
WD-99
WD-101
WD-99-2
WD-100-2
WD-102-4
WD-102-1
WD-105
WD-102-5
WD-102
WD-102-3
WD-103-1
WD-863
WD-102-2
WD-708-K-4
WD-708-K-3
WD-708-K-2
WD-103
WD-104
WD-100-3
WD-708-K-1
WD-L0002
WD-L0001
WD-L0009
WD-L0008
WD-L0007
WD-860
WD-859
WD-859-1
WD-864
WD-L0003
WD-708-K-6
WD-861
WD-857
WD-L0010
WD-858
WD-L0004
WD-L0011
WD-L0015
WD-L0005
WD-137-1-1
WD-L0012
WD-127-1
WD-137-2
WD-137-1
N
1 inch = 150 feet


Proposed Parking Lot
WD-102-1 & WD-101
N
1 inch = 30 feet

RESOLUTION #12-07

AUTHORIZING THIRD AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LAWRENCE AND THE CITY OF DE PERE DETERMINING A PORTION OF THE COMMON BOUNDARY LINE THROUGH DETACHMENT AND ANNEXATION OF TERRITORY

WHEREAS, De Pere and Lawrence are parties to an Intergovernmental Cooperation Agreement, originally dated May 20, 2003 and amended on March 4, 2004 and August 30, 2004, (collectively "the Agreement") entered into pursuant to Wis. Stats. §66.0225 as a compromise agreement settling two Brown County Circuit Court cases, namely Case No. 99-CV-51 and 02-CV-600; and

WHEREAS, De Pere and Lawrence wish to enter into an Agreement to Amend the boundaries established by such Agreement for the reasons set forth herein; and

WHEREAS, De Pere and Lawrence share a common boundary west of U.S. Highway 41 and south of Main Avenue (CTH G); and

WHEREAS, reconstruction of that part of the U.S. Highway 41/Main Avenue (CTH G) interchange in Lawrence by the Wisconsin Department of Transportation will result in a 1.3+/- acre remnant parcel in Lawrence that is separated from the rest of Lawrence by Mid Valley Road, leading the parties to agree that such 1.3+/- acre parcel should be detached from Lawrence and annexed to De Pere; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Lawrence each desire that the boundary between them be re-established so that the Subject Area is detached from Lawrence and brought into De Pere and so that the boundary between Lawrence and De Pere is well planned, compact and contiguous; and

WHEREAS, both parties desire to enter into this Agreement and to Amend for the third time the Intergovernmental Cooperation Agreement in order to further the public interests of both De Pere and Lawrence and to provide for cooperation that is beneficial to citizens in both communities; and

WHEREAS, the De Pere Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City of De Pere Council Chambers on the 22nd day of February, 2012 at 7:35 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby approves the Third Amendment to the Intergovernmental Cooperation Agreement between the Town of Lawrence and the City of De Pere Determining a Portion of the Common Boundary Line through Detachment and Annexation of Territory attached as Exhibit 1 and authorizes the Mayor and Clerk-Treasurer to execute the same.

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 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

THIRD AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWN OF LAWRENCE AND THE CITY OF DE PERE DETERMINING A PORTION OF THE COMMON BOUNDARY LINE THROUGH DETACHMENT AND ANNEXATION OF TERRITORY

This is the 3rd Amendment to an Intergovernmental Agreement made and is entered into this 22nd day of February, 2012, by and between the Town of Lawrence ("Lawrence") and City of De Pere, ("De Pere").

WITNESSETH

WHEREAS, De Pere and Lawrence are parties to an Intergovernmental Cooperation Agreement, originally dated May 20, 2003 and amended on March 4, 2004 and August 30, 2004, (collectively "the Agreement") entered into pursuant to Wis. Stats. §66.0225 as a compromise agreement settling two Brown County Circuit Court cases, namely Case No. 99-CV-51 and 02-CV-600; and

WHEREAS, De Pere and Lawrence wish to enter into an Agreement to Amend the boundaries established by such Agreement for the reasons set forth herein; and

WHEREAS, De Pere and Lawrence share a common boundary west of U.S. Highway 41 and south of Main Avenue (CTH G); and

WHEREAS, reconstruction of that part of the U.S. Highway 41/Main Avenue (CTH G) interchange in Lawrence by the Wisconsin Department of Transportation will result in a 1.3+/- acre remnant parcel in Lawrence that is separated from the rest of Lawrence by Mid Valley Road, leading the parties to agree that such 1.3+/- acre parcel should be detached from Lawrence and annexed to De Pere; and

WHEREAS, such area (the Subject Area) is shown on the map attached and incorporated as Exhibit A; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Lawrence each desire that the boundary between them be re-established so that the Subject Area is detached from Lawrence and brought into De Pere and so that the boundary between Lawrence and De Pere is well planned, compact and contiguous; and

WHEREAS, both parties desire to enter into this Agreement and to Amend for the third time the Intergovernmental Cooperation Agreement in order to further the public interests of both De Pere and Lawrence and to provide for cooperation that is beneficial to citizens in both communities.

NOW THEREFORE, in accordance with the authority granted them under Wisconsin Statutes and for their mutual benefit and in the public interest, the parties agree as follows:

1. Detachment of Subject Area. Effective upon the effective date of the detachment and annexation ordinances required under paragraph 3, the boundary between De Pere and Lawrence shall be adjusted to detach from Lawrence and attach to De Pere lands located West of U.S. Highway 41 and South of Main Avenue/CTH G, currently located in Lawrence. A map depicting such area to be detached from Lawrence and attached to De Pere is attached hereto as Exhibit A. The legal description of the land in question is attached hereto as Exhibit B.

2. Public Hearing Required. Prior to the approval of this Agreement, both parties shall have held a public hearing regarding such approval, preceded by a Class 1 Notice of such hearing and by mailing, via certified mail, each property owner affected by this Agreement a copy of such Public Notice.

3. Ordinances Required. Upon approval of this Agreement by resolution, Lawrence shall enact such Ordinance for the Detachment of Certain Property as is attached as Exhibit C, detaching the area identified in Exhibits A and B. De Pere shall, upon approval of this Agreement, enact by resolution, such Ordinance for the Annexation of Certain Property as is attached as Exhibit D, annexing such territory from Lawrence as is identified in Exhibits A and B.

4. Agreement to be Published. Both parties shall publish the Agreement in the territory in in the subject area as a Class 1 Notice as required under Wis. Stats. §66.0301(6)(c)2.

5. Referendum May be Required.

   A. If, within 30 days of the publication required under paragraph 4, a petition for referendum conforming to the requirements of Wis. Stats. §8.40, signed by at least 20% of the electors residing in the subject area is filed with each municipal clerk, a referendum on the Agreement shall be held in accordance with Wis. Stats. §66.0301(6)(c)2.

   B. Any referendum required hereunder shall be conducted jointly by the parties and shall otherwise be conducted as an annexation referendum under Wis. Stats. §66.0217.

6. Effective Date of Boundary Change. The boundary change effectuated under this Agreement shall take effect upon March 1, 2012. If a referendum is required under paragraph 5 and the Agreement does not pass, this Agreement shall be deemed void *ab initio*.

7. Binding Effect. This Agreement shall bind, and accrue to the benefit of, the parties, as well as their legal successors. This Agreement is for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

8. Challenges to Agreement.

(a) No action to contest the validity of this Agreement may be commenced after 60 days from the date the Agreement becomes effective.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both parties shall cooperate to vigorously defend the Agreement.

(1) If only one Party is named as a party to the action, the other shall seek to intervene and the named Party shall support such intervention.

(2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.

(3) The workload to defend the Agreement shall be shared equally by the Parties.

(c) A challenge to the Agreement by one of the parties or failure to vigorously defend the Agreement constitutes a breach of the Agreement.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.

10. Notices. Notices required or permitted hereunder shall be given by 1st class mail to:

If to Lawrence:

Town Clerk-Treasurer
2595 French Road
De Pere, WI 54115

If to De Pere:

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

With copy to:

Town Chair
2595 French Road
De Pere, WI 54115

With copy to:

City Administrator
335 South Broadway Street
De Pere, WI 54115

11. Authority. Each party represents that it has the authority to enter into this Agreement and all necessary procedures have been followed to authorize the Agreement. Copies of the Resolutions of the governing bodies of De Pere and Lawrence authorizing this Agreement are attached as Exhibits E and F. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

12. All other terms, conditions and provisions of the Intergovernmental Cooperation Agreement dated May 20, 2003, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the ____ day of _____, 2012.

TOWN OF LAWRENCE **CITY OF DE PERE**

By: _____
Name: John Klasen
Town Chair

By:_____
Michael J. Walsh, Mayor

By:_____
Name: Jennifer Messerschmidt
Town Clerk-Treasurer

By:_____
Charlene M. Peterson, Clerk-Treasurer

Date:_____

Date:_____

H:\jdupont\Agreements\2012\Border Agreement with Lawrence-1-24-128-001-02.doc

Village of Ashwaubenon
Main Avenue
City of DePere
Mid
Valley
Drive
Exhibit A
Town of Lawrence
U.S.H. "41"
Area from Lawrence to DePere

Boundary of area to be detached from Lawrence and attached to De Pere

Beginning at the intersection of the centerline of United States Highway "41" and the South line of Lot 103 of the recorded Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now City of De Pere); thence Southerly along said centerline to a point being 146.53 feet Southerly of the South line of Lot 103, Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now the City of De Pere); thence N63°48'09"W, 231.05 feet to the centerline of Mid Valley Drive; thence 158.43 feet along said centerline being the arc of a 250.00 foot radius curve to the left whose long chord bears N33°04'18"W, 155.79 feet; thence N51°13'35"W, 127.03 feet along said centerline; thence 118.65 feet along said centerline being the arc of a 400.00 foot radius curve to the right whose long chord bears N42°43'43"W, 118.22 feet to the South line of said Lot 103; thence S63°29'32"E, 599.27 feet along said South line to the point of beginning.

Parcel contains 56,737 square feet / 1.30 acres, more or less.

ORDINANCE #12-detach

DETACHING TERRITORY FROM THE TOWN OF LAWRENCE

THE TOWN BOARD OF THE TOWN OF LAWRENCE DO ORDAIN AS FOLLOWS:

Section 1: Territory Detached. In accordance with Wis. Stats. §66.0301(6) and the Third Amendment to the Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Determining a Portion of the Common Boundary Line through Detachment and Annexation of Territory, approved on February 13, 2012, the following described territory in the Town of Lawrence, Brown County, Wisconsin, is detached from the Town of Lawrence, Wisconsin:

> Beginning at the intersection of the centerline of United States Highway "41" and the South line of Lot 103 of the recorded Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now City of De Pere); thence Southerly along said centerline to a point being 146.53 feet Southerly of the South line of Lot 103, Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now the City of De Pere); thence N63°48'09"W, 231.05 feet to the centerline of Mid Valley Drive; thence 158.43 feet along said centerline being the arc of a 250.00 foot radius curve to the left whose long chord bears N33°04'18"W, 155.79 feet; thence N51°13'35"W, 127.03 feet along said centerline; thence 118.65 feet along said centerline being the arc of a 400.00 foot radius curve to the right whose long chord bears N42°43'43"W, 118.22 feet to the South line of said Lot 103; thence S63°29'32"E, 599.27 feet along said South line to the point of beginning.
>
> Parcel contains 56,737 square feet / 1.30 acres, more or less.

Section 2: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 3: Effective Date. This ordinance shall take effect on March 1, 2012.

Adopted by the Town Board of the Town of Lawrence, Wisconsin, this 13th day of February, 2012.

APPROVED:

_____
John Klasen, Town Chair

ATTEST:

_____
Jennifer Messerschmidt, Town Clerk-Treasurer

Ayes: _____
Nays: _____

ORDINANCE #12-annex

ANNEXING TERRITORY TO THE CITY OF DE PERE

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

Section 1: Territory Annexed. (Direct Annexation) In accordance with Wis. Stats. §66.030(6) and the Third Amendment to the Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Determining a Portion of the Common Boundary Line through Detachment and Annexation of Territory, entered into on February 21, 2012, the following described territory in the Town of Lawrence, Brown County, Wisconsin, is annexed to the City of De Pere, Wisconsin:

> Beginning at the intersection of the centerline of United States Highway "41" and the South line of Lot 103 of the recorded Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now City of De Pere); thence Southerly along said centerline to a point being 146.53 feet Southerly of the South line of Lot 103, Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now the City of De Pere); thence N63°48'09"W, 231.05 feet to the centerline of Mid Valley Drive; thence 158.43 feet along said centerline being the arc of a 250.00 foot radius curve to the left whose long chord bears N33°04'18"W, 155.79 feet; thence N51°13'35"W, 127.03 feet along said centerline; thence 118.65 feet along said centerline being the arc of a 400.00 foot radius curve to the right whose long chord bears N42°43'43"W, 118.22 feet to the South line of said Lot 103; thence S63°29'32"E, 599.27 feet along said South line to the point of beginning.
>
> Parcel contains 56,737 square feet / 1.30 acres, more or less.

Section 2: Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming to or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

Section 3: Temporary Zoning Classification.

(a) The territory annexed to the City of De Pere by this ordinance is temporarily zoned as follows, pursuant to Wis. Stats. §66.0217(8)(a):

B-2 General Business District

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth permanent classifications and regulations for the zoning of the annexed area and to submit its recommendations to the Common Council not later than six (6) months from the date this ordinance is adopted.

Section 4: The population of the territory annexed is zero.

Section 5: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6: Effective Date. This ordinance shall take effect on March 1, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes: _____
Nays: _____

ORDINANCE #12-05

ANNEXING TERRITORY TO THE CITY OF DE PERE

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

Section 1: Territory Annexed. (Direct Annexation) In accordance with Wis. Stats. §66.030(6) and the Third Amendment to the Intergovernmental Cooperation Agreement Between the Town of Lawrence and the City of De Pere Determining a Portion of the Common Boundary Line through Detachment and Annexation of Territory, entered into on February 21, 2012, the following described territory in the Town of Lawrence, Brown County, Wisconsin, is annexed to the City of De Pere, Wisconsin:

> Beginning at the intersection of the centerline of United States Highway "41" and the South line of Lot 103 of the recorded Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now City of De Pere); thence Southerly along said centerline to a point being 146.53 feet Southerly of the South line of Lot 103, Assessor's Subdivision of 1925 of Lands in the City of Nicolet (now the City of De Pere); thence N63°48'09"W, 231.05 feet to the centerline of Mid Valley Drive; thence 158.43 feet along said centerline being the arc of a 250.00 foot radius curve to the left whose long chord bears N33°04'18"W, 155.79 feet; thence N51°13'35"W, 127.03 feet along said centerline; thence 118.65 feet along said centerline being the arc of a 400.00 foot radius curve to the right whose long chord bears N42°43'43"W, 118.22 feet to the South line of said Lot 103; thence S63°29'32"E, 599.27 feet along said South line to the point of beginning.
>
> Parcel contains 56,737 square feet / 1.30 acres, more or less.

Section 2: Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming to or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

Section 3: Temporary Zoning Classification.

(a) The territory annexed to the City of De Pere by this ordinance is temporarily zoned as follows, pursuant to Wis. Stats. §66.0217(8)(a):

B-2 General Business District

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth permanent classifications and regulations for the zoning of the annexed area and to submit its recommendations to the Common Council not later than six (6) months from the date this ordinance is adopted.

Section 4: The population of the territory annexed is zero.

Section 5: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6: Effective Date. This ordinance shall take effect on March 1, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes: _____
Nays: _____

RECOMMENDATION

February 14, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held February 14, 2012:

Recommendation on the following to approve:

A. Fire Department purchase of Cardiac Training Monitors utilizing Act 102 funds.

B. Donation from A Better Tomorrow Wisconsin Community Outreach, Inc. to be placed in the Fire Department's donation account.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 27, 2012

Finance Committee
City of De Pere

Re: Request to Purchase
From Act 102 funds
Cardiac Training Monitors

The De Pere Fire Rescue department receives funding from the State of Wisconsin EMS Division to assist in training and purchasing needed equipment outside the normal operations. Act 102 funds have been used for EMS training, purchase of rescue airbags, replacement of the cold-water rescue suits and Cardiac Monitors.

This year funds are available and the department plans to purchase Cardiac Training Monitors. This will replace the current training equipment currently in use. Current training monitors are outdated and modeled after the AED monitors we no longer have.

The monitors are used in CPR training of the professional rescuer, first responders and police officers. The training monitors are Lifepak CR monitor, Zoll AED Plus Trainer2, Simulator/Tester Analyzer.

The department is requesting approval of these Cardiac Training Monitors.

The purchase price will not exceed $2,700.00.

If you have any questions, feel free to contact me.

Robert Kiser
Fire Chief
De Pere Fire Rescue
rkiser@mail.de-pere.org
920-339-4085

De Pere Fire Rescue
400 Lewis Street
De Pere, WI 54115
(920) 339-4087
Fax: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 31, 2012

Honorable Mayor Michael J. Walsh
Members of the Personnel and Finance Committee

Dear Mayor and Alderpersons:

We received a donation of $350.00 from Sahil & Rupa Tak of A Better Tomorrow Wisconsin Community Outreach, Inc. They came to our facility for a tour and presented us with a check. I am asking that you approve the acceptance of this money to be deposited in our donation account for further use.

Sincerely,

Robert Kiser
Fire Chief

RECOMMENDATIONS

February 14, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, February 13, 2012:

A. Recommend award the bid for the 2012 Booster Pump Upgrades Project to Mueller Electric, LLC out of Porterfield, WI in the amount of $146,795.00.

B. Recommend rebuilding the leaf vacuum truck with purchasing a used chassis with the $101,695.00 the insurance carrier paid for the leaf vacuum truck loss. The cost of this option would be $65,000.00 with repairs being done in-house. The excess of insurance monies of $36,695.00 could go into the capital equipment account.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works

City of De Pere
Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: February 6, 2012
Subject: Consider Award 2012 Booster Pump Upgrades Project

The City has budgeted for in 2011 and 2012 for the installation of eight (8) variable frequency drives (VFD's) for each of the City's eight (8) existing booster pumps located at the booster stations at Ninth Street, Scheuring Road, Merrill Street and Enterprise Drive. These booster pump stations were identified in the 2010 water system study to have the VFD's installed in order for the City to more efficiently utilize existing ground water storage for its pumping operations. VFD's will allow for the City to have greater operating flexibility, improved operating efficiency, and cost savings as well as reducing surge potential in the distribution system.

Staff received the following bids for the 2012 Booster Pump Upgrades Project:

Mueller Electric	= $ 146,795
Eland Electric Corporation	= $ 168,740
Northern Electric	= $ 173,700
Municipal Well & Pump	= $ 176,200

Our engineering firm, Robert E. Lee & Associates has reviewed all bids that were submitted and recommends awarding the project to Mueller Electric. (See attached)

Staff recommends awarding the project to Mueller Electric, LLC out of Porterfield, WI in the amount of $146,795.00. The 2012 water utility budget has sufficient funding allocated for this project.

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

Green Bay Office
4567 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

February 3, 2012

Mr. Scott Thoresen
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: 2012 Booster Pump Upgrades
Contract Recommendation

Dear Mr. Thoresen:

Bids were opened on February 2, 2012 for the 2012 Booster Pump Upgrades, Contract No. 404-12-01.

Bids were received from four contractors ranging from $146,795.00 to $176,200.00. The low bid was submitted by Mueller Electric, LLC, out of Porterfield, Wisconsin, for $146,795.00. A bid tabulation is enclosed detailing the bid costs.

Robert E. Lee & Associates, Inc., has worked with Mueller Electric, LLC in the past with acceptable results. We have reviewed all bids that were submitted, and we recommend that the contract be awarded to Mueller Electric, LLC for $146,795.00.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Dale M. Marsh, P. E.

DAM/CAO

ENC.

City of De Pere
Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: February 8, 2012
Subject: Consider Replacement Options for Leaf Vacuum Truck

On November 21, 2012, truck #80 which is the leaf vacuum truck caught on fire and was a total loss. Recently, the City's insurance carrier paid the City $101,695 for the totaled leaf vacuum truck.

Staff has evaluated several options to determine how to proceed with repairing the leaf vacuum truck. The options are as follows:

1) We can rebuild the existing truck with purchasing a used chassis with the $101,695. The cost of this option would be $65,000 and the repairs would be done in house with our fleet maintenance staff. There would be an excess of $36,695 that could go into the capital equipment account.

2) Do not replace truck. Purchase leaf baler at $100,000. City does not have the option any longer to hire farmer to do baling because of retirement. This option will be more labor intensive then utilizing the leaf vacuums therefore will also require additional seasonal staff to be hired. Also with this option we would need to rent a tractor for approximately $3,000 to pull the leaf baler. As a result we would need to use the remaining insurance monies to fund additional labor and tractor rental. This past season with the addition of the new leaf vacuum truck we did not need to bale leaves.

3) We could purchase new compressed natural gas (CNG) garbage truck for cost of $275,000 and replace truck #88 in our fleet. Originally 2012 budget included a purchase of a new CNG truck. The City was going to bond for $163,719 and $111,281 was going to come from the general fund.

   Cost of new CNG truck = $275,000
   Trade in value of existing truck #88 = $80,000
   Net cost = $195,000

   Cost to repair existing leaf truck which includes buying a used chassis = $65,000

   Total costs for two trucks (garbage & leaf trucks) = $195,000 + $65,000 = $260,000

   Insurance payment for leaf vacuum truck = $101,695

   Funding needed for new CNG truck = $260,000-$101,695 = $158,305

As mentioned above, the City was originally going to bond for $163,719 to purchase a new CNG truck.

I further evaluated the CNG truck to determine if the City should pursue this option. The following information is what I used to evaluate converting to CNG.

- Vehicle purchase price is more for the CNG truck is $50,000 more than a diesel truck.

- Fuel costs are less for CNG trucks. In 2011 truck #88 used 5,200 gallons of diesel. Current diesel prices we are paying are $3.30 / gallon. This would equate to 5,200 * $3.30 = $17,160.00 in fuel costs. CNG prices are currently $1.98 / gallon if we purchase from a local vendor. Fuel economy is approximately 15% less than a diesel engine so as a result, we would use approximately 15% more fuel because the fuel efficiencies are less. 5,200*1.15*$1.98 = $11,840.40 for CNG costs.

  The savings for a CNG truck is $17,160.00-$11,840.40 = $5,319.60 per year for truck #88. The savings will increase because diesel is forecasted to top $4.00 per gallon this year.

- Fuel cost growth rate used in other CNG studies show 1.8% for diesel and 0.20% for CNG.

- Emissions reduction of carbon dioxide has been shown to average 23%. Studies also show findings in California have shown reduction in carbon dioxide as much as 29%. CNG runs cleaner and is better for the environment.

- Use of CNG reduces the effects of health impacts by reducing of the diesel exhaust particulates by 90% which has been proven to cause health problems.

- Evaluation was done to determine what the payback would be just on fuel savings:
  Additional CNG Cost for new truck = $50,000
  Fuel Savings = $5,319.60 per year
  Payback = 9.40 years

In the past the City has replaced our garbage and recycling trucks every five (5) years because of the wear and tear on the truck. Staff has evaluated the life we could possibly get out of a new CNG truck and determined we may be able to get ten (10) years out of the CNG truck chassis which includes the engine but we would need to rebuild body after year five (5). The bottom line for us to break even we would need to plan on keeping the CNG trucks for ten (10) years with the intent of rebuilding the body as needed.

The other thing to consider in this is the fact diesel will most likely increase at a faster rate than CNG so down the road there would be more savings. Most CNG studies researched shows diesel fuel increasing at a rate of 1.8% and CNG fuel at a rate of 0.20%

The research staff has done shows we can break even with the additional costs of the

CNG truck based on fuel savings. Benefits that are not monetary and used when determining payback is the fact the CNG trucks are much better for the environment with reducing pollution and carbon dioxide emissions. This should be considered because of the fact the City has adopted a sustainable practices policy.

Staff did find out that if we ordered a CNG truck today the earliest we would receive it would be in 2013 because of the high demand for CNG trucks.

Staff would recommend purchasing new CNG garbage truck and rebuilding the leaf vacuum truck with a purchase of a used chassis.

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

LICENSE COMMITTEE RECOMMENDATION

February 22, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on February 22, 2012.

a) Application for a Class "B" Beer & "Class B" Liquor License for The River Loft (previously Out of Bounds), 132 Front St., De Pere, WI 54115. Submitted by Jeremy R. Bock, N327 Elm Rd., Pulaski, WI 54162.

Respectfully Submitted,

License Committee

Charlene M. Peterson
Clerk-Treasurer

RESOLUTION #12-08

APPROVING AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Pond Design and Pond Modification)

WHEREAS, the City is in need of engineering services to design a new pond and modify an existing pond in order to improve storm water treatment; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel necessary to accomplish the pond design 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 Agreement for Engineering Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Pond Design and Pond Modification) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Pond Design and Pond Modification)

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of engineering services to design a new pond and modify an existing pond in order to improve storm water treatment; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to accomplish the pond design 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 December 22, 2011 (Exhibit A) and Consultants Proposal thereto dated January 17, 2012 (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 ENGINEERING SERVICES

Consultant agrees to perform those design services described Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, 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 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

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in AutoCAD, PDF, Microsoft Word and Microsoft Excel format at no additional cost to the City. Copies of documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

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 project and that Consultant's work hereunder shall be completed by May 31, 2012. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed $10,550 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. 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. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit

for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

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

XI. ALLOCATION OF RISKS

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

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

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 XVII.

XVII. TERMINATION OF WORK

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

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

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

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

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

With a copy to:

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

If to Consultant:

Robert E. Lee & Associates, Inc.
Attention: Lee G. Novak, P.E.
4664 Golden Pond Court
Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.	**CITY OF DE PERE**
By:	By:
_____	_____
Name:_____	Michael J. Walsh, Mayor
Title:_____	
_____	_____
Name:_____	Charlene M. Peterson, Clerk-Treasurer
Title:_____	

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Request for Proposals
For
Pond Design and Pond Modification (Basins FE260B and FE270A)

The City of De Pere would like to invite your firm to submit a proposal to design a new pond to treat a portion of City drainage basin FE270A and modify the existing pond to improve the treatment to FE260B.

Your proposal must be submitted to our office by January 13th, at 3:00 p.m.

GENERAL INFORMATION:

The City is proposing to construct a new pond and modify an existing pond in 2012. The new pond and existing pond are located adjacent to each other, east of STH 32/57 and north of Heritage Road.

The new pond is going to be designed to treat approximately 17.5 acres of industrial/business property. The pond (FE270A) is to be designed to attain at least 80% TSS removal and reduce peak runoff per NR 151 requirements and Section 28 of the City Ordinance (a partial copy is included) and the City Storm Water Reference Guide. The Guide can be found on the City's website by typing in "stormwater" under the search feature. The Guide consists of Chapter 28 of the City's Ordinance and the "2007 NEWSC Stormwater Reference Guide for the: Post-Construction Stormwater Management Ordinance".

A wetland delineation was completed this year in preparation for this project. A copy of the map is included for your information.

The existing pond (FE260B) treats 73.6 acres of industrial/business property. The pond has an approximate water surface area of 87,780 square feet. Based on a previous study, the pond treats to approximately 72% TSS. The City does not have records of the pond construction. The pond does not appear to have adequate detention storage. Based on the wetland delineation and survey work completed by the City, there is room to construct a berm around the pond and improve the pond hydraulics and peak storm discharge reduction. A 48" storm sewer discharges to this pond at the Fox River Trail. Significant erosion/scour has occurred at the discharge. The pond discharge is located at the west side of the pond and goes to a swale and ultimately a culvert under STH 32/57. Medium riprap was installed at the outlet. There is minor erosion occurring at the pond outlet. There does not appear to be geotextile fabric under the riprap.

The City has completed a survey of the area that will be used to design the pond. Additionally, soil borings have been completed for the project. A copy of boring logs has been included for your information.

SCOPE OF SERVICES:

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

1. New pond design (Basin FE270A) to treat to 80% TSS and meet NR151 peak discharge requirement reductions.
2. Pond modification design (Basin FE260B) to treat to 80% TSS and reduce peak discharge.
3. Outfall stabilization design from Pond FE260B.
4. Outfall stabilization design for the 48" storm sewer to Pond FE260B.
5. Storm sewer/drainage swale design to transport water to Pond FE270A.
6. WDNR Construction and Chapter 30 Permits.
7. Plans and specifications for the construction of the facilities.
8. Project kickoff meeting which will include a site visit.
9. One additional meeting.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on February 13th and the Council on February 21st for approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement. The project is to be bid and constructed in 2012.

INSURANCE:

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

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

FEE:

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

DELIVERY:

The deliverables for the project includes the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents. The City will be on-line bidding the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the pre and post pond construction %TSS removal for both basins.
5. Provide hard copy documentation and electronic files for the hydrology and storm water routing in the drainage basins that is used to size the pond.
6. Provide hard copy documentation and electronic files for the pond design, include pre and post discharges for 2, 10, and 100-year storm events, and the outlet structure design.
7. Provide regulatory approvals.

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

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. Survey information.
2. Wetland delineation information.
3. Soil boring report.
4. Drainage basin map.
5. Storm sewer system information.

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

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Fee Breakdown:

Pond 260B Modification Design (Including Outfall Stabilization):_____

Pond 270A Design (Including Storm Sewer or Swale):_____

WDNR Construction Site Erosion Control Permit:_____

WDNR Chapter 30 Permit:_____

Project Meetings (Two):_____

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

Green Bay Office
4664 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

January 17, 2012

Mr. Eric P. Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199

RE: Engineering Services Proposal
Storm Water Pond Design & Permitting

Dear Mr. Rakers:

Thank you for the opportunity for Robert E Lee and Associates, Inc., (REL) to provide this proposal for engineering services for the design and permitting of the storm water ponds, as referenced in your Request for Proposal (RFP), dated December 22, 2011. The attached fee schedule was prepared in accordance with the scope of services as defined in the RFP.

Once again, we thank you very much for allowing REL the opportunity to provide you with this proposal. If you have any questions or need any further information, please do not hesitate to call. We look forward to working with you on this project.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Patrick H. Kuehl, P.E.
Project Manager

Lee G. Novak, P.E.
President

PHK/LGN/NJM

ENC.

Proposed Fee Schedule

Company Name: Robert E. Lee + Associates, INC.

Company Address: 4664 Golden Pond Park Ct.

Company Address: _____

Company Representative: Lee G. Novak, President

Signature: _____

Fee (Total): $10,550

Fee Breakdown:

Pond 260B Modification Design (Including Outfall Stabilization): $4,200.00

Pond 270A Design (Including Storm Sewer or Swale): $4,800.00

WDNR Construction Site Erosion Control Permit: $400.00

WDNR Chapter 30 Permit: $500.00

Project Meetings (Two): $650.00

RESOLUTION #12-09

AUTHORIZING PAYMENT TO GREEN BAY METROPOLITANSEWERAGE DISTRICT FOR ASHWAUBENON CREEK AND NINTH STREET INTERCEPTOR REHABILITATION

WHEREAS, the Green Bay Metropolitan Sewerage District (GBMSD) has completed rehabilitation work to the Ashwaubenon Creek and Ninth Street Interceptors as contemplated by the Annexation and Consolidation Agreement between the City and GBMSD dated August 29, 2007; and

WHEREAS, GBMSD has invoiced the City for the City's share of those rehabilitation costs, totaling $841,505.00; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee, which recommends payment of such invoice as set forth below.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Finance Director is authorized and directed to pay the GBMSD invoice of $841,505.00 for Ashwaubenon Creek and Ninth Street Interceptor rehabilitation in the following manner:

1. $315,534 from the Wastewater Treatment Plant Utility Fund;
2. $525,971 to be borrowed from the General Fund, with yearly repayment over four years from the Wastewater Treatment Plant Utility Fund at 4% interest. General Fund repayment shall commence on or before December 31, 2012 and be completed on or before December 31, 2015.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members

From: Joe Zegers, Finance Director

RE: GBMSD Invoice for De Pere Share of Ashwaubenon Creek and 9th Street Interceptor Rehabilitation

Date: February 7, 2012

I have attached the invoice from the Green Bay Metropolitan Sewerage District (GBMSD) for the City of De Pere's share of the Ashwaubenon Creek and 9th Street Interceptor Rehabilitation. The GBMSD's bill is for $841,505 which they have offered a 20 year repayment schedule at 4% or payment in full on February 23rd, 2012. I am recommending that the City use the present cash balance in the Wastewater Treatment Plant Utility Fund of $315,534 and borrow the remainder of $525,971 internally from the General Fund at 4% to be repaid by December 31st, 2015. The Wastewater Treatment Plant Utility Fund receives $160,485 annually from the GBMSD from 2008 which continues until 2027 as a result of the sales agreement to the GBMSD on December 31, 2007. As you can see from the attached worksheet, the City would charge the Wastewater Treatment Plant Utility Fund interest for the years 2012-2015 which represents the years that fund would have a deficit cash balance. The cash balance in that fund would then be positive for years subsequent to 2015. Please feel free to contact me prior to the meeting should you have any questions on this matter.

GBMSD Long-Term Receivable Activity
2008-2027

The GBMSD payment is $160,485/yr for 20 years for a total of $3,209,700.

	Cash Balance	Interest Charged at 4%
Beginning Balance-01-01-08	**(326,406)**	
2008	160,485	
Subtotal 12/31/08	**(165,921)**	
2009	160,485	
Subtotal 12/31/09	**(5,436)**	
2010	160,485	
Subtotal 12/31/10	**155,049**	
2011	160,485	
Subtotal 12/31/11	**315,534**	
Payment to GBMSD	(841,505)	
2012	160,485	
Interest	(21,039)	21,039
Subtotal 12/31/12	**(386,525)**	
Interest	(15,461)	15,461
2013	160,485	
Subtotal 12/31/13	**(241,501)**	
Interest	(9,660)	9,660
2014	160,485	
Subtotal 12/31/14	**(90,676)**	
Interest	(3,627)	3,627
2015	160,485	
Subtotal 12/31/15	**66,182**	
2016	160,485	
Subtotal 12/31/16	**226,667**	
2017	160,485	
Subtotal 12/31/17	**387,152**	
2018	160,485	
Subtotal 12/31/18	**547,637**	
2019	160,485	
Subtotal 12/31/19	**708,122**	
2020	160,485	
Subtotal 12/31/20	**868,607**	
2021	160,485	
Subtotal 12/31/21	**1,029,092**	
2022	160,485	
Subtotal 12/31/22	**1,189,577**	
2023	160,485	
Subtotal 12/31/23	**1,350,062**	
2024	160,485	
Subtotal 12/31/24	**1,510,547**	
2025	160,485	
Subtotal 12/31/25	**1,671,032**	
2026	160,485	
Subtotal 12/31/26	**1,831,517**	
2027	160,485	
Subtotal 12/31/27	**1,992,002**	

GBMSD is requesting $821,782 plus approx interest of $19,723 in a 12/11 invoice.

Recommendation:

The City should pay the invoice from this account and the general fund should charge this fund interest at the end of any year there is deficit at 4%.

Green Bay Metropolitan Sewerage District
2231N. Quincy Street
Green Bay, Wisconsin 54302

Invoice No. 1

Bill To: Revised Invoice Date: 12/22/2011

City of De Pere
State of Wisconsin
De Pere , WI

Project no. 07-504

Rehabilitation Costs for Ashwaubenon Creek and Ninth Street Interceptor - De Pere Cost Share $ 841,505.00

12/22/2011

GBMSD Project Manager - Mike Pierner's Approval Date

Please remit payment to:

Wells Fargo Bank
Account Name Checking
Account No. 500008273
ABA No. 12100248

or

Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302
Phone: 920-438-1051
Fax: 920-438-3051

Green Bay Metropolitan Sewerage District Revised 12/22/2011

07-504 Rehabilitation Costs for Ashwaubenon Creek and Ninth Street Interceptors	$ 5,286,648	
December 28, 2007 and February 15, 2008 - De Pere Checks for Reserves Funds to be used on repairs of Interceptor	$ 3,741,118	
Balance of Rehabilitation Costs to be share by GBMSD & De Pere	$ 1,545,531	
De Pere Share (Southern Interceptor System Rehabilitation - Completed Summary)	$ 821,782	
Others Charges		
Interim Financing - City of De Pere Interceptor Rehabilitation Cost Shares	$ 19,723	* Reference Detail
Total De Pere Outstanding Cost	$ 841,505	

Interim Financing - City of De Pere Interceptor Rehabilitation Cost Shares

	GBMSD Loan Source	Loan Rate	
4198-29 Phase 2 Interceptor Rehabilitation	$ 3,421,382	2.400%	
Interim Financing - One Year of $821,782		$ 19,723	*

Southern Interceptor System Rehabilitation - Completed

Interceptor System Segment	Total Allocation	GBMSD Allocation		DePere Allocation		Application of Reserve Funds			Cost Share Split		
Ashwaubenon Creek Interceptor [1]	Capacity (cfs)	Capacity (cfs)	Percent	Capacity (cfs)	Percent	Cost of Rehab $	Percent of Rehab $	Applied Reserve $	Balance of Rehab $	GBMSD Cost Share	De Pere Cost Share
Segment 7	61.53	45.78	74.40%	15.75	25.60%	$1,749,648	33.10%	$1,238,144	$511,502	$380,572	$130,931
Segment 6	42.91	27.16	63.30%	15.75	36.70%	$820,396	15.52%	$580,556	$239,840	$151,807	$88,032
Ninth Street Interceptor [1]											
36" Glory Road to Scheuring Road	20.75	5.00	24.10%	15.75	75.90%	$2,716,608	51.39%	$1,922,418	$794,190	$191,371	$602,819
			Reserve Fund Rehabilitation			$5,286,650		$3,741,118	$1,545,532		
						Cost Shares After Application of Reserves				$723,750	$821,782

Note

1. Reserve funds of $3,741,118 to be applied to repairs on the Ashwaubenon Creek and Ninth Street Interceptors per section 8.9 of Annexation and Consolidation Agreement of August 29, 2007.

RESOLUTION #12-10

AUTHORIZING TELECOMMUNICATIONS SERVICE AGREEMENT
WITH TDS METROCOM, LLC

WHEREAS, the De Pere Fire Rescue Department is in need of a communication service provider between Station #2 and City Hall; and

WHEREAS, TDS Metrocom, LLC has available and offers to provide the equipment necessary to accomplish the connection in accordance with the terms and conditions set forth in the Telecommunications Service Agreement attached and incorporated as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Telecommunications Service Agreement (Exhibit A), subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title: Pete Smith
Business Name: City of De Pere
Street: 335 S Broadway
City, State, Zip: De Pere WI 54115

Main Yellow Pages Heading: NA
Phone: 920-621-8594
Email: psmith@mail.depere.org

Multiple Locations: YES ☐ See Attached Additional Service Locations Addendum(s)

Billing Information Same As Above ☒

Bill to Company:
Address:
City, State, Zip:

Billing Contact Name: Pete Smith
Phone: 920-621-8594

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge Unit	Monthly Recurring Charge Total	Non-Recurring Charge Unit	Non-Recurring Charge Total
1	Pt to Pt T1	60 months	$200.00	$200.00		
	335 S Broadway to 1180 Grant St					
1	Service Order Fee				$20.00	$20.00
1	Pt to Pt Install Fee				$250.00	$250.00
1	Install & SOF Waived				($270.00)	($270.00)

- XData, XData Pack, managedIP SIP, PRI and Essentials locations must have a **minimum of NA lines**. ManagedIP locations must have a **minimum of NA Premium or Office stations** in any combination. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: ____ **Date:** 1/11/2012 ***Total:** 200.00 ***Total:** $0.00

Exhibit A

Select TDS Company: TDS Metrocom, LLC

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between TDS Metrocom, LLC ("TDS") with its principal office at 525 Junction Road Madison WI, 53717 and City of De Pere with its office at 335 S Broadway De Pere WI 54115 ("Customer").

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Services Description, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on www.tds.net will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING,

BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. **CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are ***not*** supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Line Additions/Deletions. For each new line added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY'S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 EXTRAORDINARY CIRCUMSTANCES: TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 ENTIRE AGREEMENT: This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 CUSTOMER REPRESENTATIONS: The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 SEVERABILITY AND SURVIVAL OF TERMS: Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 ASSIGNMENT: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 TAXES: In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 WAIVER: A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 ELECTRONIC DOCUMENTS: TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.11 NETWORK MANAGEMENT: Information regarding TDS' Internet network management practices can be found under "Internet Network Management" on www.tdstelecom.com.

☐ **If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.**
Customer initials_____
☐ **If switching to TDS provided data service, Customer is responsible for cancellation of current data service.**
Customer initials _____

Authorization:
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of De Pere	*TDS*
Customer Name	
By:	By:
Signature – Authorized Representative	*Signature – Authorized Representative*
	Scott DeGroot
Print Name	*Print Name*
	Account Executive
Title	*Title*
1/11/1012	1/11/2012
Date	*Date*

ADDENDUM NUMBER 1
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND CITY OF DE PERE

DATED 1/11/2012

This Addendum Number 1 ("Addendum"), is made and entered into 1/11/1012, by and between TDS and City of De Pere ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated 1/11/1012, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- If Customer elects to disconnect Service and terminate the Agreement after satisfaction of a minimum of thirty-six (36) months of Service, TDS will waive any early termination charges under the Agreement. This waiver is only applicable to sixty (60) month service agreements.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Sales Manager, Regional Sales Manager, or Vice President.**

TDS	**CITY OF DE PERE**
_____	_____
Signature	Signature
_____	_____
Print Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Unauthorized disclosure prohibited.

De Pere Fire Rescue

Memo

To: City Council and Mayor

From: Assistant Chief Jim Stupka

Date: January 12, 2012

Re: Request for internet service change from Time Warner to TDS

The fire department has a lease agreement for a cable connection linking station #2 at 1180 Grant to the rest of the city. Our agreed upon term with Time Warner ended July 21, 2011. This agreement has an automatic renewal clause. Time Warner has provided service that has been subject to frequent and extended interruptions. This service frequently lacks the necessary speed we require at our highest use times due to the configuration of their equipment.

We request permission to switch the service from the current Time Warner cable connection to a TDS T-1 phone connection. It will be necessary to discontinue the current service agreement with Time Warner. Based on other connections in use by the city, the T-1 should be more reliable and faster service than what is currently being received.

This change in service type and vendor can be accomplished within the current budget. Anticipated additional cost for the new connection will be an additional $30-$40 per month over the current contract for cable services.

Please feel free to contact me with any questions at 339-4090.

RESOLUTION #12-11

AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

WHEREAS, the City of De Pere Fire Rescue Department has miscellaneous surplus equipment that is no longer needed for the City's current operations; and

WHEREAS, if authorized, the De Pere Fire Rescue Department intends to dispose of the nozzles, cot, light bar and miscellaneous parts by online auction and intends to donate 20 sets of turnout coats and pants to South America; and

WHEREAS, the Finance/Personnel Committee has reviewed the same and recommends that the above equipment be declared surplus and offered for sale via online auction or as a donation.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere declares as surplus the above listed equipment and approves the disposal thereof as set forth above.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____

Michael J. Walsh, Mayor

ATTEST:

_____

Charlene M. Peterson, Clerk-Treasurer

Ayes:_____

Nays:_____

RESOLUTION #12-12

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND MIDWEST ENGINEERING SERVICES, INC.
(2012 Construction Materials and Soils Testing)

WHEREAS, the City is in need of construction materials and soils testing services for its 2012 construction projects; and

WHEREAS, Midwest Engineering Services, Inc. has available and offers to provide personnel and equipment necessary to accomplish the testing 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 Agreement for Consulting Services Between the City of De Pere and Midwest Engineering Associates, Inc. (2012 Construction Materials and Soils Testing) as is attached hereto as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND MIDWEST ENGINEERING SERVICES, INC. (2012 Construction Materials and Soils Testing)

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Midwest Engineering Services, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials and soils testing services for its 2012 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 January 10, 2012 (Exhibit A) and Consultants Proposal thereto dated January 13, 2012 (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 agrees to provide the Consultant items such as existing plans, any history of the testing area and other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

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 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.

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. INSURANCE

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

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

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

XI. ALLOCATION OF RISKS

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

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

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 XVII.

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

With a copy to:

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

If to Consultant:

Midwest Engineering Services, Inc.
Attention: Ryan Portman, P.E.
2740-F Packerland Drive
Green Bay, WI 54313

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

MIDWEST ENGINEERING SERVICES, INC.
By:

_____
Name:_____
Title:_____

_____
Name:_____
Title:_____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Charlene M. Peterson, Clerk-Treasurer

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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

January 10, 2012

Mr. G. Mike Greil
Midwest Engineering Services, Inc.
2740-F Packerland Drive
Green Bay, Wisconsin 54313

RE: Soil Testing Services – 2012 Construction
City of De Pere

Dear Mr. Greil:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2012 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, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2012 construction materials consulting.

Your proposal must be submitted to our office by February 1st 2012, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2012 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 stormwater management pond creation. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services for these projects.

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

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries 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.

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, Assistant City Engineer, and the project inspector(s). 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.

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
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

midwest engineering services, inc.

geotechnical • environmental • materials engineers

2740-F Packerland Drive
Green Bay, WI 54313
920-592-9540
FAX 920-592-0259
www.midwesteng.com

January 13, 2012

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

Subject: Proposal for Construction Materials and Soil Testing Services
2012 Annual Construction Testing Contract
City of De Pere
MES Proposal No. 14-2006

Dear Ms. Heyrman,

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

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

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2012 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 stormwater management pond creation within the City of De Pere.

Scope of Work

Midwest Engineering Services, Inc. (MES) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

Earthwork Testing

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

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

Reinforced Concrete Testing

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

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

Asphalt Testing

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

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.
- At the request of the City of De Pere, review asphalt mix designs and sample materials for material compliance testing.

Soil Borings

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

Other Services

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

Method of Performance

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

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

Fees

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

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MES HEREBY NOTIFIES OWNER, THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS

ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MES, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. MES AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Closing

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

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

Respectfully submitted,

MIDWEST ENGINEERING SERVICES, INC.

Ryan Portman, P.E.
Project Engineer

Accepted by: CITY OF DE PERE

Name: _____

Title: _____

Date: _____

Enclosures: Proposed Fee Schedule (City of De Pere Form);
MES' Standard Fee Schedules;
General Testing and Geotechnical General Conditions

Proposed Fee Schedule

Company Name: Midwest Engineering Services, Inc.

Company Address: 2740-F Packerland Drive

Company Address: Green Bay, Wisconsin 54313

Company Representative: Ryan J. Portman, P.E.

Signature: Ryan J. Portman

Item	Fee	Unit
Engineering Services		
Project Manager	$65.00	Per hour
Project Engineer	$75.00	Per hour
Staff Engineer	$65.00	Per hour
Field Technician		
Senior Technician	$34.00	Per hour
Technician	$32.00	Per hour
Clerical	$25.00	Per hour
Laboratory Testing Services		
Standard Proctor	$135.00	Per each
Modified Proctor	$150.00	Per each
Concrete Compression Test (Cylinder by Company)	$10.00	Per each
Concrete Compression Test (Cylinder by City)	$12.00	Per each
Handling of Backup Cylinders	$8.00	Per each
Aggregate Sieve Analysis	$75.00	Per each
Atterberg Limits	$50.00	Per each
Permeability, Granular Soils	$230.00	Per each
Permeability, Cohesive Soils	$280.00	Per each
Field Technician Services		
Sample Pickup	$75.00	Per each
Support Vehicle	$0.36	Per mile
Nuclear Density Gauge	$25.00	Per ½ day
Nuclear Density Gauge	$40.00	Per day
Soil Boring		
Mobilization	$250.00	Per each
Soil Boring	$14.00	Per vertical foot
Report	$900.00	Per each

MIDWEST ENGINEERING SERVICES, INC.

CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

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

Project Engineer	$75.00/Hour	Staff Engineer	$65.00/Hour
Project Manager	$65.00/Hour	Clerical	$25.00/Hour

FIELD TESTING SERVICES

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

Sample Pick Up	$75.00/Each	Nuclear Density Gauge	$40.00/Day
Senior Engineering Technician	$34.00/Hour	Nuclear Density Gauge	$25.00/Half Day
Engineering Technician	$32.00/Hour	Support Vehicle	$0.36/Per Mile
Structural Technician	$70.00/Hour	Concrete Cylinder Molds	$30.00/box(20)
Soil Boring Equipment	$200.00/Hour		

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	$25.00/Each
Cylinder Cast by MES	$10.00/Each	Organic Content (Loss on Ignition)	$25.00/Each
Cylinder Cast by City	$12.00/Each	Percent Finer No. 200	$30.00/Each
Spare Cylinders	$8.00/Each	Grain size - Mechanical	$50.00/Each
Concrete Core Compression Test	$30.00/Each	Grain size - Hydrometer	$75.00/Each
Aggregate Sieve Analysis	$50.00/Each	Atterberg Limits	$50.00/Each
Mortar Cube Compression Test	$9.50/Each	Standard Proctor	$135.00/Each
Grout Cylinder Compression Test	$15.00/Each	Modified Proctor	$150.00/Each
CMU Compression Test	$30.00/Each	California Bearing Ratio	$150.00/Each
Asphalt Core Density	$25.00/Each	Permeability, Granular Soil	$200.00/Each
MTSG Test	$50.00/Each	Permeability, Cohesive Soil	$250.00/Each
Asphalt Extraction/Gradation	$150.00/Each	Sample Prep/Remolding	$35.00/Each
Marshall Density Test	$135.00/Each	Permeability, Granular Soils	$230.00/Each
Moisture Content	$5.00/Each	Permeability, Cohesive Soils	$280.00/Each

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

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

MIDWEST ENGINEERING SERVICES, INC.

GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

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

Project Engineer	$75.00 Per Hour	Staff Engineer	$65.00 Per Hour
Project Manager	$65.00 Per Hour	Clerical	$25.00 Per Hour

FIELD SERVICES

Mobilization of Drilling Equip.	$250.00 Per Day	Boring Layout	$50.00 Per Hour
Support Vehicle	$50.00 Per Day	Standby & Problem Access Time	$125.00 Per Hour
All-terrain Drill Rig	$750.00 Per Day	Betonite Backfill	$1.50 Per Foot

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

Depth Range	Unit Charges Per Foot 3 ¼", 4 ¼ " I.D. Auger		Unit Charges Per Foot 6 ¼" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	$10.00	$13.00	$14.00	$16.00	$10.00
25 - 50	$13.00	$15.00	$16.00	$18.00	$14.00
50 - 75	$15.00	$18.00	$19.00	$21.00	$18.00
75 - 100	$17.00	$20.00	$24.00	$27.00	$22.00

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

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

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

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

LABORATORY TESTING

Visual Engineering Classification	$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	$4.00 Per Test	remac	$5.00 Per Test
Moisture Content Test	$4.00 Per Test	without stress-strain curve	$25.00 Per Test
Organic Content Test	$30.00 Per Test	with stress-strain curve	$40.00 Per Test
Density Determination with Moisture Content	$25.00 Per Test	California Bearing Ratio (CBR)	$175.00 Per Test
Atterberg Limits Determination	$65.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	$50.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	$75.00 Per Test	Permeability, Rigid Wall	$225.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	$280.00 Per Test
Standard Method, ASTM D-698	$135.00 Per Test	Preparation of Shelby Tube Sample	$15.00 Per Tube
Modified Method, ASTM D-1557	$150.00 Per Test	Sample preparation/remolding	$30.00 Each

REMARKS

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

City of De Pere
Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: February 14, 2012
Subject: Consider Quotes for 2012 Materials Testing

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2012 construction projects. The total cost of this work was estimated using 2011 final quantities as follows:

Materials Testing	**Estimate**
MES	$16,505.20
BATC	$18,598.90
RVT	$18,698.50
Soil Boring	
MES	$10,372.10
RVT	$9,140.50
BATC	Do not perform soil borings

The staff recommendation is to accept the quote from MES for the Material Testing estimated at $16,505.20 and RVT for the Soil Boring estimated at $9,140.50. Funds for this work are budgeted in the various capital projects accounts.

RESOLUTION #12-13

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RIVER VALLEY TESTING CORP. (2012 Soil Boring)

WHEREAS, the City is in need of soil boring services for its 2012 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.

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 Agreement for Consulting Services Between the City of De Pere and River Valley Testing Corp. (2012 Soil Boring) as is attached hereto as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2012.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Charlene M. Peterson, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND RIVER VALLEY TESTING CORP. (2012 Soil Boring)

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and River Valley Testing Corp., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of soil boring services for its 2012 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 January 10, 2012 (Exhibit A) and Consultants Proposal thereto dated January 31, 2012 (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 soil boring 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 agrees to provide the Consultant items such as existing plans, any history of the testing area and other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

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 soil boring services and that Consultant shall respond to City's request for services as described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delayed response 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.

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. INSURANCE

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

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

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

XI. ALLOCATION OF RISKS

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

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

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 XVII.

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

With a copy to:

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

If to Consultant:

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:

_____
Name:_____
Title:_____

_____
Name:_____
Title:_____

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Charlene M. Peterson, Clerk-Treasurer

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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

January 10, 2012

Mr. George E. Barker
River Valley Testing Corporation
1280 Parkview Road
Green Bay, Wisconsin 54304

RE: Soil Testing Services – 2011 Construction
City of De Pere

Dear Mr. Barker:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2012 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, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2012 construction materials consulting.

Your proposal must be submitted to our office by February 1st 2012, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2012 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 stormwater management pond creation. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services for these projects.

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

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries 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.

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, Assistant City Engineer, and the project inspector(s). 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.

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
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

RIVER VALLEY TESTING CORP.

1280 Parkview Road
Green Bay, WI 54304
Telephone: 920/347-9040
FAX: 920/347-9044

January 31, 2012

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

Re: Proposal for Construction Materials Consulting Services
Soil Testing Services – 2012 Construction
City of De Pere, Wisconsin

Ms. Heyrman:

River Valley Testing Corp (RVT) is pleased to submit this proposal to perform independent construction materials consulting on your capital improvement projects throughout the year 2012. As you are aware, RVT has provided concrete, soil, asphalt, and geotechnical consulting services for all types of municipal construction projects. Therefore, the scope of services required by the City of De Pere is well within our capabilities and workload. This proposal includes: 1) a brief description of a scope of services and 2) a list of unit fees for these services.

WHY RVT?

Since 1997, the City of De Pere and RVT have had a successful history of working together. By choosing RVT to perform testing for the 2012 construction season, you will be working with a trusted partner who is very knowledgeable of your construction practices and methods. Through the years we have worked closely with your engineering department to troubleshoot and provide solutions to challenges encountered on past projects.

RVT will perform all of the services requested from our WisDOT approved facility in Ashwaubenon. We are a full service laboratory with registered engineers, WisDOT and ACI certified technicians, and our own drill rigs. Our engineers and technicians have experience in both geotechnical and construction material testing. We apply our continuously improving knowledge in each discipline to challenges in the other discipline. With RVT, you have a one-stop shop for concrete, asphalt, geotechnical, steel, and forensic investigation consulting services. Not all testing labs have these abilities.

As with past years, we understand, the typical projects include new construction and reconstruction of roadways, street milling and overlay, installation of municipal utilities, and stormwater management pond creation throughout the year. At this time information is not available regarding what specific projects are to be expected.

SCOPE OF SERVICES

The primary scope of services would follow the requirements established in the project specifications. However, we have summarized the anticipated scope of services:

Observations of Subgrade Soils – An engineer will review the subgrade soils exposed in utility excavations and roadway subgrades by hand-auger borings, manual cone penetrometer and penetrometer testing. The engineer will also document the suitability of the subgrade soils for support of foundations and subsequent engineered fill system.

Field Density Testing of Fill – While placing engineered fill around manholes, backfilling utility trenches, or beneath roadway pavements, field density tests will be performed on the compacted fill using nuclear density or sand cone methods. Moisture/density and mechanical analysis tests will be conducted as required.

Laboratory Testing – When the placement of fill is about to begin, the proposed fill soil will be tested to determine if it complies with project specifications. Tests will be performed for Moisture-Density Relationship (Proctor) and Mechanical Analysis (Gradation). Since the Proctor tests can take several days to complete, we request a sample of the proposed material be submitted to our laboratory two weeks prior to use.

Plastic Concrete Testing – During placement of concrete, tests will be performed in accordance with project specifications or in accordance with your requirements. Tests for slump, concrete temperature, and air content will be performed at more frequent intervals as time permits. All exterior concrete structures should be tested for variations in entrained air contents which affect resistance to damage from freezing and thawing. Six inch diameter concrete cylinders will be cast for compression testing at the frequency outlined by the project specifications.

Hardened Concrete Testing – Four cylinders will be tested for compressive strength; one at 7, two at 28 days, and one held as a backup for additional testing. You will be notified if 7 day strengths indicate a potential failure at 28 days. Unless specifically requested by you, any "Backup" cylinders will be disposed of if the 28 day cylinder meets project specifications.

Bituminous Pavement Testing – During pavement placement, compaction results will be compiled to monitor this construction. Compaction tests of the mat will be performed using nuclear density methods. Core samples can be obtained if required to verify mat thicknesses and field densities. Asphaltic oil contents and the gradation of aggregates will be checked during placement (if requested).

SCOPE OF SERVICES (continued)

Soil Borings – At the direction of the City of De Pere, RVT will perform standard penetration test borings. The fieldwork will include boring layout and surface elevation determination at each borehole, notifying Diggers Hotline, and abandonment of each borehole in accordance with Wisconsin Administrative Code NR141. Limited laboratory testing will be conducted to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

Reporting – These services will be coordinated by one of our staff engineers. As test results are determined, you will be notified immediately of failing results. For field tests, your site personnel will be notified of passing and failing test results prior to our departure from the site, whenever practical. Further, test results will be presented in reports that are reviewed by a staff engineer and submitted electronically in .pdf format. In addition, four (4) bound copies of soil boring reports will be submitted.

Additional Services – As you are aware, RVT performs a complete range of construction materials testing and inspection services. For a detailed list of tests performed by River Valley Testing Corp, please refer to the attached "Services" sheet.

This is a preliminary scope of services pending your approval. If a different scope of services is requested, we will provide a revised proposal upon your request.

FEES

River Valley Testing Corp proposes to provide testing and engineering services on a Time and Materials basis in accordance with the attached Construction Materials and Geotechnical Fee Schedules. These fees will remain in effect through calendar year 2012.

SCHEDULING

Because we understand field services will be provided on an "as requested" basis, we request 24 hours notice prior to requiring our services onsite. However, we often have technicians available on shorter notice.

CONDITIONS

Should conditions beyond our control develop necessitating changes in the scope of services, our cost will be based on the actual job work completed in accordance with the attached Fee Schedule. If services in addition to this scope of services are required, our fees would be based on the attached Construction Materials Fee Schedule. If these situations should arise, we will discuss the additional scope of services with you to receive your approval before proceeding. Please note that the attached "GENERAL CONDITIONS" are a part of this proposal.

INSURANCE

River Valley Testing Corp employees are covered on your project site by Workmen's Compensation and General Liability Insurance. Certificates showing proof of insurance are available upon request.

REMARKS

Thank you again for allowing us to submit rates for consulting services and we look forward to working with you in 2012. If you have questions or need additional information, please feel free to contact Mark King, Branch Manager, or Troy Vetort, Staff Engineer, at 920/347-9040.

Respectfully Submitted,

RIVER VALLEY TESTING CORP

Mark E. King, P.E.
Branch Manager

MEK/alw

ACCEPTANCE:

Client: _____

Signature: _____

Typed Name: _____

Date: _____

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.

Signature: M. E. King, P.E.

Item	Fee	Unit
Engineering Services		
Project Manager	$60.00	Per hour
Project Engineer	$98.00	Per hour
Staff Engineer	$85.00	Per hour
Field Technician		
Senior Technician	$47.00	Per hour
Technician	$39.00	Per hour
Clerical	$25.00	Per hour
Laboratory Testing Services		
Standard Proctor	$98.00	Per each
Modified Proctor	$105.00	Per each
Concrete Compression Test (Cylinder by Company)	$10.00	Per each
Concrete Compression Test (Cylinder by City)	$18.00	Per each
Handling of Backup Cylinders	$5.00	Per each
Aggregate Sieve Analysis	$60.00	Per each
Atterberg Limits	$45.00	Per each
Permeability, Granular Soils	$150.00	Per each
Permeability, Cohesive Soils	$275.00	Per each
Field Technician Services		
Sample Pickup	$44.00	Per each
Support Vehicle	$0.25	Per mile
Nuclear Density Gauge	$20.00	Per ½ day
Nuclear Density Gauge	$35.00	Per day
Soil Boring		
Mobilization	$125.00	Per each
Soil Boring	$9.00	Per vertical foot
Report	$675.00	Per each

CMT FEE SCHEDULE

LABORATORY:	Fees
1. Laboratory Moisture-Density Relationship	
a. Standard Proctor (ASTM D698)	$98.00/each
b. Modified Proctor (ASTM D1557)	$105.00/each
c. Clay Sample Preparation	$60.00/each
d. One-Point Proctor Check (ASTM D698 or D1557)	$50.00/point
2. Mechanical Analysis on Submitted Samples	
a. Through the #200 Sieve (ASTM C117 or C136)	$60.00/each
b. Through the #200 Sieve Only (ASTM C117)	$50.00/each
c. #10 Through 0.001mm by Hydrometer Method (ASTM D422)	$125.00/each
3. Atterberg Limits Including Plasticity Index (ASTM D4318)	$45.00/each
4. Compression Test of Submitted Concrete Cylinders	
a. Cast by RVT	$10.00/each
b. Cast by Others	$18.00/each
5. Handling of Backup Cylinders	$5.00/each
6. Bituminous Extraction & Mechanical Analysis of Aggregate (ASTM D2172, C136 & C117)	$155.00/each
7. Compressive Strength of 2" Mortar Cubes	$14.00/cube
EQUIPMENT:	
8. Nuclear Density Gauge Rental	
a. Half Day	$20.00/½day
b. Daily	$35.00/day
9. Penetrometer Rental	
a. Half Day	$20.00/½day
b. Daily	$35.00/day
10. Concrete Equipment Rental	$35.00/day
11. Cylinder Molds (case of 20)	$24.00/case
12. Mileage	$0.25/mile
TECHNICAL STAFF:	
13. Senior Technician	$47.00/hour
14. Technician	$39.00/hour
15. Clerical	$25.00/hour
PROFESSIONAL SERVICES:	
16. Principal Registered Engineer	$125.00/hour
17. Registered Engineer	$98.00/hour
18. Staff Engineer	$85.00/hour
19. Project Manager	$60.00/hour

REMARKS:

The above rates are valid for calendar year 2012. Services not listed on this schedule will be quoted on request. The minimum invoice for services provided during any month is $50.00. 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	Madison	Green Bay
920.886.1406	608.222.9406	920.347.9040

American Wind Energy Association
MEMBER

Geotechnical Fee Schedule

		Fees
FIELD AND LABORATORY:		
1.	Drill Rig Mobilization	
	a. Truck Rig	$125.00/mob
	b. ATV Rig	$125.00/mob
	c. Daily Truck Rental	$75.00/day
	d. Daily ATV Rental	$200.00/day
2.	Drilling and Sampling	
	a. Auger Drilling (no sampling)	$8.00/foot
	b. 0'-20'	$9.00/foot
	c. 20'-40'	$11.00/foot
	d. 40'+	$13.00/foot
	e. Rock Core Set-up	$150.00/each
	f. Rock Coring	$55.00/foot
	g. Added ATV Sampling Fee (for SPT Samples Only)	$2.00/foot
	h. Hard Drilling Surcharge (N ≥ 50 bpf)	$8.00/foot
3.	Deck Penetration and Patch	$150.00/each
4.	Concrete or Asphalt Patching	$15.00/hole
5.	Boring Abandonment (In Accordance with Wisc. Admin. Code NR112)	$4.00/foot
6.	Boring Layout and Elevations	$125.00/hour
7.	Per Diem	$175.00/day
8.	Access Delay	$150.00/hour
9.	Water Content and Dry Density	$24.00/each
10.	Water Content Only (ASTM D2216)	$10.00/each
11.	Unconfined Compression Test (ASTM D2166)	$40.00/each
12.	Atterberg Limits Including Plasticity Index (ASTM D4318)	$45.00/each
13.	Organic Content Test (ASTM D2974)	$40.00/each
14.	Mechanical Analysis	
	a. Through the #200 Sieve (ASTM C117 and C136)	$60.00/each
	b. Through the #200 Sieve Only (ASTM C117)	$50.00/each
15.	Miscellaneous	
	a. Shelby Tube Extrusion	$24.00/each
	b. Shelby Tubes (If damaged during sampling)	$18.00/each
EQUIPMENT:		
16.	Power Auger Rental	$85.00/day
17.	Coring Machine Rental	$85.00/day
18.	Electricity Generator	$65.00/day
19.	Bit Wear	$4.50/inch
20.	Traffic Control Signage	$85.00/day
21.	Flagman (Per Man)	$450.00/day
22.	Mileage (not including Drill Rig mileage)	$0.25/mile
23.	Manual Boring Equipment Rental	
	a. SPT Sampling Equipment	$100.00/day
	b. Hydraulic Tripod Assembly	$350.00/day
TECHNICAL STAFF		
24.	Clerical	$25.00/hour
25.	Senior Technician	$47.00/hour
26.	Two-Man Coring/Manual Boring Crew	$175.00/hour
PROFESSIONAL SERVICES		
27.	Principal Registered Engineer	$125.00/hour
28.	Registered Engineer	$98.00/hour
29.	Staff Geotechnical Engineer	$85.00/hour

REMARKS:

The above rates are valid for calendar year 2012 or the duration of the project, whichever is longer. 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 920.886.1406
Madison 608.222.9406
Green Bay 920.347-9040

American Wind Energy Association® MEMBER

City of De Pere
Public Works Department — Memo

To:	Honorable Mayor Walsh Members of the Board of Public Works
From:	Karen Heyrman, P.E., Assistant City Engineer
Date:	February 14, 2012
Subject:	Consider Quotes for 2012 Materials Testing

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2012 construction projects. The total cost of this work was estimated using 2011 final quantities as follows:

Materials Testing	**Estimate**
MES	$16,505.20
BATC	$18,598.90
RVT	$18,698.50
Soil Boring	
MES	$10,372.10
RVT	$9,140.50
BATC	Do not perform soil borings

The staff recommendation is to accept the quote from MES for the Material Testing estimated at $16,505.20 and RVT for the Soil Boring estimated at $9,140.50. Funds for this work are budgeted in the various capital projects accounts.

MEMORANDUM

TO: Mayor and Common Council

FROM: Lawrence M. Delo, City Administrator

DATE: February 16, 2012

SUBJECT: Fire Consolidation Study RFP

The City has received a request from the Ritter fire consolidation team to present the attached materials to the Mayor and Common Council to seek authorization to participate in a non-binding request for proposals (RFP). The RFP is intended to solicit consultant qualifications and study costs associated with analysis to develop a report to consider fire department consolidations to create a metro fire department per the direction of the attached draft document.

REQUEST FOR QUOTES
FOR CONSOLIDATED FIRE/EMS SERVICES CONSULTANT

1.0 PURPOSE

1.1 Intent

The partner municipalities desire to contract with a single firm to provide the services described in this request for proposals. The purpose of this contract is to lay out an implementation plan for consolidation of fire and EMS functions of the partner municipalities into a metro department. We wish to confirm a previous study showing the feasibility of consolidation, to assess the needs of each of the partners and how they would be met through consolidation; to detail the best option for governance, staffing levels and cost allocation under the recommended metro department design; to identify legal requirements and how best to meet them; and to lay out an implementation or transition plan for each of the partners from the current state to the metro department. For more detail see Section 3.5: Tasks.

1.2 Goals

In considering formation of a metro department, the partner municipalities share these goals:

- Improving on the current high level of service
- Reducing cost or reducing the rate of growth of cost through the creation of efficiencies
- Preparing to most efficiently serve the future needs of fast growing suburban communities

2.0 BACKGROUND

2.1 Profiles of the Municipalities and their Departments

Village of **Allouez**, population 15,240, lies between the cities of Green Bay and De Pere and is governed by a village board consisting of the president and six trustees with a full-time administrator. The village's fire department is currently merging with that of the City of Green Bay. www.villageofallouez.com

Village of **Bellevue**, population 15,080, one of the county's fastest growing suburban communities, is governed by a village board consisting of the president and four trustees with a full-time administrator. www.villageofbellevue.org

City of **De Pere**, population 23,020, a community complete with downtown, newer and older neighborhoods and business parks, is governed by a mayor and eight-member common council and a full-time administrator. www.de-pere.org

City of **Green Bay**, population 104,000, an All-American City and the third-largest city in Wisconsin, is governed by a mayor and 12-member common council. www.ci.green-bay.wi.us

Village of **Howard**, population 16,140, a rapidly-developing suburban community along the bay shoreline, is governed by a village board consisting of the president and five trustees with a full time administrator. www.villageofhoward.com

For more information on each of the departments, see the spreadsheets and other materials contained in the Metro Fire Report attached to section 2.2.

2.2 Metro Fire Report of 10-12-11

In 2011 the chiefs of six metro departments were asked by municipal leaders to develop their vision of a metro fire department. That report is attached, and was accepted at a meeting of the municipalities on 10-12-11. Since that date, the Village of Ashwaubenon has elected to withdraw from the process,

due to the unique concerns presented by its combined public safety department. The data and maps contained in this study, along with other data to be provided by the individual communities, will form the basis for your findings, conclusions and recommendations.

3.0 SCOPE OF SERVICES

3.1 General Methodology

Project tasks shall include, but are not necessarily limited to the following items. If the consultant feels that additional tasks (issues, information and analysis) are warranted, they must be clearly identified in the consultant's proposal. Consultant will address, at a minimum, each of the elements contained in the Tasks set forth below.

3.2 Detailed Work Plan

The Consultant will prepare a detailed work plan of tasks and activities for each project component, describing personnel assigned to each task and estimated time and cost to complete each task.

3.3 Interviews and Field Visits

The Consultant will conduct on-site interviews, observation and field visits as necessary to meet all of the requirements included in the Tasks set forth below. These interviews may include meetings with municipal officials, fire/EMS management and labor group representatives. Additionally, the Consultant will need to be available for meetings with (including, but not limited to) staff, officials and governing bodies of the municipal partners in the study to report findings.

3.4 Reporting

The Consultant will provide progress reports on the advancement of the study on a biweekly basis to each of the five partner municipalities. At the completion of the study the following shall be submitted to the fiscal agent (see Section 4.1): one unbound original, 12 printed copies of the report, one copy in electronic format, preferably PDF.

3.5 Tasks

3.5.1 Review Existing Fire and EMS Service and Metro Fire Report

- Review and become acquainted with fire and EMS demand history, response times and cost savings identified in the Metro Fire Report of 10-12-11.
- Review and become acquainted with the service currently being provided by each study participant, including any deficiencies and the ways in which they differ; outside contracts for EMS service; management structures; manpower; daytime and 24-hour coverage; personnel recruitment and retention; current mutual aid and MABAS agreements; facilities and equipment – current and projected; compliance with OSHA and NFPA standards; public safety education programs; fire inspection programs; use of information technology and records management; training; labor contracts and labor/management relationships; compensation and benefits; policies and procedures; budgets and budget trends.
- Review and become acquainted with the cost to each participant of providing the current service level (if a service is not currently provided, what would be the cost to the municipality if it were to provide the service);
- Review and become acquainted with each department's assessment of fire/EMS service needs for the future in their municipality.

3.5.2 Identification of Appropriate New Metro Structures, Policies, etc.

- After exploring various possible structures and the legal, insurance and other requirements, identify the appropriate governance structure and what would have to be done to establish it;
- Any other legal and/or legislative issues to be addressed;
- Recommend additional detail for the administrative structure recommended in the Metro Fire Report including a table of organization;
- Provide additional detail regarding training, purchasing, public education and fire inspection beyond that recommended in the Metro Fire Report;
- Provide a risk/hazard template for communities to use to collect data based on current standards of coverage; using this data make a limited risk/hazard assessment for each community that identifies the staffing model (full time career, part time or paid on call or combination) of fire suppression personnel needed (appropriate for or desired by) each community to achieve the coverage desired;
- Recommend appropriate compensation and benefits for administrative, fire suppression and other personnel;
- Identify employee relations issues to be resolved (contractual matters, reassignment of employees, callback/overtime procedures, etc.);
- Provide additional detail regarding appropriate location of equipment and facilities beyond that recommended in the Metro Fire Report, including recommendation on disposition of existing EMS contracts;
- Recommend monitoring and evaluation criteria which should be available to municipalities after consolidation and the procedures they may use for service modification and dispute resolution.

3.5.3 Cost

- Determine the total cost of providing joint or consolidated service, the implementation or transition cost and a first-year operating budget;
- Identify additional or changed options for revenue sources;
- Recommend how total cost should be allocated and paid by the participating municipalities;
- Recommend disposition of current equipment and facilities used by participants to provide service;
- Recommend disposition of current debt management/bonding, impact fees, patient billing fees, hydrant or other fees, deficits/surpluses and fund balances.

3.5.4 Benefit

- Evaluate the economic pros and cons of consolidation in comparison to the cost efficiency and effectiveness of services currently in place in the municipalities;
- Describe of all benefits resulting from joint or consolidated provision of services such as decreased cost, increased level of service, ability to provide service more efficiently in future in growth areas, and other.

3.5.5 Implementation

- Detail the steps and timelines for implementation of the recommended consolidation plan and specific actions to be taken.

4.0 PROPOSAL SUBMISSION

Proposals should fully address the scope of services described in Section 3. Each proposal must be in the prescribed form and submitted in a sealed envelope as described below. All proposals must be signed with the firm's name and by a responsible officer or employee.

4.1 Addressee and Deadlines
The fiscal agent for the partner municipalities is the City of De Pere. Proposals should be addressed to: Larry Delo, Administrator City of De Pere, 335 S. Broadway St., De Pere WI 54115, ldelo@mail.de-pere.org. Your proposal must be received no later than March 27, 2012 and should be submitted as a signed, printed, unbound original with 12 printed copies and also in electronic format, preferably PDF. The partners expect to award a contract to develop a report that would be received no later than four months following award of the contract, including presentations on findings to the partners.

4.2 Firm Identification
Designate by name and contact information the authorized agent of the firm able to conduct negotiations or make written offers in good faith. Indicate the type of entity (corporation, partnership, etc.), the state of incorporation if applicable, your federal tax ID number, a list of licenses obtained by the firm enabling it to operate, and insurance coverage or policies held by your firm.

4.3 Qualifications and References
State the qualifications of your firm. Describe your firm's experience with this type of project, including examples of similar studies performed. Provide the names, contact persons, phone numbers, mailing and email addresses of at least three references for which similar services have been provided within the last three years. Indicate the type of services provided for each of these references. Include a copy of one example of such a study which the firm has previously completed for another client.

4.4 Management Overview and Approach
Describe your approach to managing and staffing this project, including an organization chart of staff members and consultants for this project. Identify the project manager, staff and any subcontractors that would have assignments under this contract. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Provide resumes for each person fully describing their qualifications, experience and projects for which they have had responsibility as well as their length of time with your firm.

4.5 Detailed Work Plan With Timeline
Proposals shall contain an outline of a proposed work plan and project schedule that carries out the required Scope of Services, including completion of the study and final submission of reports and presentations on or before the project deadline. Include project milestones and dates for data collection, interview, providing preliminary reports, providing final reports, and final oral presentations.

4.6 Potential Problems Anticipated
Set forth a summary, to the extent possible, of any and all problems that you anticipate during the term of engagement. For each problem identified, provide your proposed solution.

4.7 Cost Proposal
Proposal should include all costs associated with providing the services described in the Scope of Services section. Your proposal shall present a specific, "not to exceed" fixed fee including both direct labor cost and other costs such as travel, meeting attendance or printing cost, itemized for each individual task described in your work plan, and then combined into a grand total for the project. The

proposal shall also include a general fee schedule for your firm that can be keyed to the fees stated for each individual task. Include a statement of any assumptions or exclusions underlying your cost proposal. This Request for Proposals process should result in a firm, fixed-price contract. A requested payment schedule for the proposed work schedule should be included.

4.8 Review of Deliverables

Confirm that your proposal will conform to the submission requirements, terms and conditions and scope of services described in this Request for Proposals. Include a statement that the firm will complete the project within the stipulated time and budget.

5.0 SELECTION PROCESS AND NEGOTIATIONS

An evaluation panel will review all proposals submitted and select the top proposals. These top firms may then be invited to make a presentation to the evaluation panel. We will not be responsible for any expenses in the preparation or presentation of the proposal or oral interviews, if any. The panel may request a "best and final" offer. Based on the presentation and offer (if requested) the panel will select the proposal which best fulfills the requirements. The fiscal agent will then negotiate with that firm to determine final pricing and contract form. There will be no public opening and reading of bids. **The evaluation panel will use a weighted scoring tool that will emphasize experience in evaluating and recommending appropriate financial and governance models.** Proposals will be evaluated on the basis of criteria that include, but are not limited to:

- The firm's capacity, qualifications and experience, as applied to the Scope of Service, including expertise and overall experience of staff that would be assigned to this project, and experience in successfully completing projects of a similar scope and size.
- Demonstrated thorough understanding of the Scope of Services, general approach to the project including required project timelines and ability and willingness to sign a contract.
- Responsiveness to this Request for Proposal process and quality of oral interview, if any.
- References, including satisfaction with previous studies.
- Cost.

Firms are required to submit a proposal on all requested items; submittals which do not have all items bid will not be considered. We reserve the right to declare non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided. Proposal modifications or corrections received after the deadline will only be considered at the discretion of the evaluation panel. We are not responsible for the disclosure of any information or material received in connection with this Request for Quote, whether by negligence or otherwise.

6.0 QUESTIONS AND ANSWERS (CONTACT)

Any questions about this Request for Proposals or the selection process should be directed to Larry Delo, Administrator City of De Pere, 335 S. Broadway St., De Pere WI 54115, ldelo@mail.de-pere.org, preferably via email.

Green Bay Metro Regional Fire Service Assessment

Date: _____

Proposer: _____ Evaluator: _____

A. Consultants approach and understanding of the project	Pt Score	Max Pts
1) Proposal demonstrates clear understanding of the project and scope of work	_____	(10)
2) Proposal provides a detailed and comprehensive approach to each task	_____	(10)
3) Proposal provides a detailed implementation plan/schedule	_____	(5)
Section A Total:		(25)

B. Consultant's Qualification and Experience		
1) Proposal describes technical experience of individuals assigned to the project with regard projects of similar project scope, size and complexity.	_____	(10)
2) Proposal includes a minimum of three comparable project references	_____	(10)
3) Proposal addresses qualification/experience in all critical elements of the project (legal/financial/operational).	_____	(15)
Section B Total:		(35)

C. Key Personnel		
1) Proposal describes overall qualifications of key personnel including resumes and descriptions of past experience.	_____	(10)
2) Proposal designates a project manager, key personnel, point of contact, and approach to communicating with the project administrator/team.	_____	(10)
Section C Total:		(20)

D. Capacity and ability to complete the work within the timeframe		
1) Describes firms' current workload and availability of the identified team members.	_____	(10)
2) Describes success in completing projects on time	_____	(10)
Section D Total:		(20)
Evaluation Total:		(100)

E. Price Proposal Options

a. Open separately and evaluate as a price per point for proposals that score at least a minimum on items A-D. (Total score/Total proposal Price)

b. Open separately and evaluate using a ratio of cost approach such as:

$$\frac{\text{Lowest cost proposal}}{\text{Cost proposal of this firm}} \times 25 = \text{cost score}$$

c. Negotiate directly with the top scorer who is within the budgeted project funding.

d. Other????

Consultants proposed to receive the Metro Fire RFP

Springsted Inc.
1110 North Old World Third Street, Suite 218
Milwaukee, WI 53203

McGrath Consulting Group
7614 Barnard Mill Road
Wonder Lake, IL 60097-9125

Fitch & Associates LLC
2901 Williamsburg Terrace #G, Box 170
Platte City, MO 64079

Carroll Buracker & Associates
1881 College Avenue, Suite 100
Harrisonburg, Virginia 22802

Ehlers Inc.
375 Bishops Way # 225
Brookfield, WI 53005-6202

Center for Public Safety Excellence
4501 Singer Court, Ste. 180
Chantilly, VA 20151

International Association of Fire Chiefs consulting partner:
Emergency Services Consulting International
25200 SW Parkway Avenue, Suite 3
Wilsonville, OR 97070-9616

Leonard Matarese
International City County Management Association
Center for Public Safety Management
321 Woodbridge Ave.
Buffalo, NY 14214

ACKET: 03528 FEB 2012 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC							
	I-17822	A-1 AUTO UPHOLSTERY INC	R	2/22/2012		75.00CR	063776	75.00
6426	ACL							
	I-201201-0	ACL	R	2/22/2012		107.20CR	063777	107.20
0217	AGRI-PARTNERS COOPERATIVE							
	I-201202150672	AGRI-PARTNERS COOPERATIVE	R	2/22/2012		25.94CR	063778	
	I-201202150673	AGRI-PARTNERS COOPERATIVE	R	2/22/2012		74.81CR	063778	100.75
0302	AIRGAS NORTH CENTRAL							
	I-105252930	AIRGAS NORTH CENTRAL	R	2/22/2012		136.11CR	063779	
	I-105275729	AIRGAS NORTH CENTRAL	R	2/22/2012		93.43CR	063779	
	I-105276254	AIRGAS NORTH CENTRAL	R	2/22/2012		102.64CR	063779	
	I-105276255	AIRGAS NORTH CENTRAL	R	2/22/2012		299.41CR	063779	
	I-105313066	AIRGAS NORTH CENTRAL	R	2/22/2012		349.90CR	063779	981.49
1	ALEXANDER EQUIP CO INC							
	I-82242	82242	R	2/22/2012		30.00CR	063780	30.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-020112	ALL CITY COMMUNICATIONS	R	2/22/2012		169.56CR	063781	169.56
0007	AMBROSIUS SALES & SERVICE							
	I-60184	AMBROSIUS SALES & SERVICE	R	2/22/2012		16.05CR	063782	
	I-60196	AMBROSIUS SALES & SERVICE	R	2/22/2012		10.16CR	063782	
	I-60202	AMBROSIUS SALES & SERVICE	R	2/22/2012		19.96CR	063782	
	I-60264	AMBROSIUS SALES & SERVICE	R	2/22/2012		484.98CR	063782	
	I-60285	AMBROSIUS SALES & SERVICE	R	2/22/2012		13.26CR	063782	544.41
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6336935	ARAMARK UNIFORM SERVICES INC	R	2/22/2012		261.30CR	063783	261.30
1380	AUTOHOE II INC							
	I-11412	AUTOHOE II INC	R	2/22/2012		203.88CR	063784	203.88
0020	BADGERLAND PRINTING INC							
	I-19144	BADGERLAND PRINTING INC	R	2/22/2012		72.00CR	063785	
	I-19160	BADGERLAND PRINTING INC	R	2/22/2012		311.00CR	063785	
	I-19194	BADGERLAND PRINTING INC	R	2/22/2012		109.00CR	063785	
	I-19244	BADGERLAND PRINTING INC	R	2/22/2012		40.00CR	063785	532.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	I-501-352385	BATTERIES PLUS LLC	R	2/22/2012		373.00CR	063786	373.00
0132	BAY AREA HUMANE SOCIETY AND							
	I-JAN2012-DEP	BAY AREA HUMANE SOCIETY AND	R	2/22/2012		310.00CR	063787	310.00
0027	BAY TOWEL INC							
	I-1414533	BAY TOWEL INC	R	2/22/2012		125.39CR	063788	
	I-1415793	BAY TOWEL INC	R	2/22/2012		58.59CR	063788	
	I-1418935	BAY TOWEL INC	R	2/22/2012		53.14CR	063788	
	I-1418936	BAY TOWEL INC	R	2/22/2012		75.86CR	063788	
	I-1420804	BAY TOWEL INC	R	2/22/2012		125.39CR	063788	
	I-1422067	BAY TOWEL INC	R	2/22/2012		45.55CR	063788	
	I-1422068	BAY TOWEL INC	R	2/22/2012		58.59CR	063788	542.51
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20120118	BRAUER SUPPLY & EQUIPMENT	R	2/22/2012		493.50CR	063789	493.50
0038	BROADWAY AUTOMOTIVE INC							
	I-610199	BROADWAY AUTOMOTIVE INC	R	2/22/2012		69.95CR	063790	69.95
0039	BROOKS TRACTOR INC							
	C-D15100	BROOKS TRACTOR INC	R	2/22/2012		305.85	063791	
	I-D14910	BROOKS TRACTOR INC	R	2/22/2012		1,016.43CR	063791	
	I-D14920	BROOKS TRACTOR INC	R	2/22/2012		48.11CR	063791	758.69
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-011	BROWN COUNTY HEALTH DEPT	R	2/22/2012		1,869.38CR	063792	1,869.38
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201202150674	BROWN COUNTY HIGHWAY COMMISSIO	R	2/22/2012		835.51CR	063793	835.51
2944	BROWN COUNTY JAIL							
	I-201202150675	BROWN COUNTY JAIL	R	2/22/2012		1,200.00CR	063794	1,200.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5120452	BRUCE MUNICIPAL EQUIPMENT INC	R	2/22/2012		418.95CR	063795	
	I-5120652	BRUCE MUNICIPAL EQUIPMENT INC	R	2/22/2012		95.54CR	063795	
	I-5120767	BRUCE MUNICIPAL EQUIPMENT INC	R	2/22/2012		54.14CR	063795	568.63
0115	CARQUEST AUTO PARTS LLC							
	I-6339-142911	CARQUEST AUTO PARTS LLC	R	2/22/2012		83.82CR	063796	
	I-6339-143011	CARQUEST AUTO PARTS LLC	R	2/22/2012		84.73CR	063796	168.55

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0536	CDW GOVERNMENT INC							
	I-D293816	CDW GOVERNMENT INC	R	2/22/2012		1,601.57CR	063797	1,601.57
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7122	CLEANING SOLUTION SERVICES INC	R	2/22/2012		44.69CR	063798	44.69
5739	COMPUTER EXPLORERS							
	I-315750	COMPUTER EXPLORERS	R	2/22/2012		288.00CR	063799	288.00
0062	D & D UNIFORMS INC							
	I-542728	D & D UNIFORMS INC	R	2/22/2012		45.00CR	063800	
	I-542741	D & D UNIFORMS INC	R	2/22/2012		90.00CR	063800	135.00
0063	DAANEN & JANSSEN INC							
	I-120516	DAANEN & JANSSEN INC	R	2/22/2012		40.00CR	063801	40.00
0075	DIGGERS HOTLINE INC							
	I-120 1 36401	DIGGERS HOTLINE INC	R	2/22/2012		145.27CR	063802	145.27
4274	ELITE GROUP, THE							
	I-167775	ELITE GROUP, THE	R	2/22/2012		147.32CR	063803	147.32
3782	EMBLEM ENTERPRISES INC							
	I-511254	EMBLEM ENTERPRISES INC	R	2/22/2012		343.21CR	063804	343.21
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0112-089	EMPLOYEE RESOURCE CENTER INC	R	2/22/2012		340.50CR	063805	340.50
3452	ESRI INC							
	I-92447896	ESRI INC	R	2/22/2012		13,100.00CR	063806	13,100.00
0331	FERGUSON WATERWORKS #1476 INC							
	I-105507	FERGUSON WATERWORKS #1476 INC	R	2/22/2012		245.50CR	063807	
	I-105681	FERGUSON WATERWORKS #1476 INC	R	2/22/2012		1,036.75CR	063807	1,282.25
2627	FESTIVAL FOODS INC							
	I-201202150676	FESTIVAL FOODS INC	R	2/22/2012		27.29CR	063808	
	I-201202150677	FESTIVAL FOODS INC	R	2/22/2012		9.03CR	063808	36.32
3699	FILTRATION SERVICES							
	I-13126	FILTRATION SERVICES	R	2/22/2012		88.56CR	063809	88.56

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-10585	FIRE APPARATUS & EQUIPMENT INC	R	2/22/2012		56.03CR	063810	
	I-10587	FIRE APPARATUS & EQUIPMENT INC	R	2/22/2012		63.42CR	063810	119.45
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9195007-00	FIRST SUPPLY GREEN BAY LLC	R	2/22/2012		6.88CR	063811	
	I-9196087-00	FIRST SUPPLY GREEN BAY LLC	R	2/22/2012		212.44CR	063811	
	I-9209445-01	FIRST SUPPLY GREEN BAY LLC	R	2/22/2012		5.89CR	063811	225.21
0097	FIVE ALARM INC							
	I-120808-1	FIVE ALARM INC	R	2/22/2012		500.00CR	063812	500.00
0835	FOSTER COACH SALES INC							
	I-10483	FOSTER COACH SALES INC	R	2/22/2012		18.03CR	063813	
	I-55264	FOSTER COACH SALES INC	R	2/22/2012		31.52CR	063813	49.55
0110	G & K SERVICES INC							
	I-1011549168	G & K SERVICES INC	R	2/22/2012		175.70CR	063814	175.70
0562	GALL'S INC							
	I-511915116	GALL'S INC	R	2/22/2012		130.00CR	063815	
	I-511932125	GALL'S INC	R	2/22/2012		70.00CR	063815	200.00
1891	GANNETT WI MEDIA							
	I-6113943	GANNETT WI MEDIA	R	2/22/2012		809.71CR	063816	809.71
6084	GANNETT WI MEDIA							
	I-201202150678	GANNETT WI MEDIA	R	2/22/2012		29.14CR	063817	29.14
5324	GLACKEN AND ASSOCIATES							
	I-10	GLACKEN AND ASSOCIATES	R	2/22/2012		275.00CR	063818	275.00
0116	GRAINGER INC							
	I-9741446794	GRAINGER INC	R	2/22/2012		35.56CR	063819	35.56
0666	GRAY'S INC							
	I-29597	GRAY'S INC	R	2/22/2012		174.00CR	063820	174.00
0124	GREEN BAY CITY TREASURER							
	I-76874	GREEN BAY CITY TREASURER	R	2/22/2012		38,658.25CR	063821	38,658.25
0122	GREEN BAY REBUILDERS LLC							
	I-25392	GREEN BAY REBUILDERS LLC	R	2/22/2012		100.00CR	063822	100.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4902	HALRON LUBRICANTS INC							
	C-379582-00	HALRON LUBRICANTS INC	R	2/22/2012		20.00	063823	
	I-410515-00	HALRON LUBRICANTS INC	R	2/22/2012		88.00CR	063823	68.00
0446	HAWKINS INC							
	I-3307404 RI	HAWKINS INC	R	2/22/2012		4,809.89CR	063824	4,809.89
3521	HD SUPPLY WATERWORKS LTD							
	I-4364034	HD SUPPLY WATERWORKS LTD	R	2/22/2012		5,819.67CR	063825	
	I-4364432	HD SUPPLY WATERWORKS LTD	R	2/22/2012		9,759.00CR	063825	15,578.67
5484	HYDRO DESIGNS INC							
	I-26040-IN	HYDRO DESIGNS INC	R	2/22/2012		2,876.00CR	063826	
	I-26083-IN	HYDRO DESIGNS INC	R	2/22/2012		1,657.00CR	063826	4,533.00
1399	INDOFF INC							
	C-2022662	INDOFF INC	R	2/22/2012		43.77	063827	
	C-2027015	INDOFF INC	R	2/22/2012		119.99	063827	
	I-2007578	INDOFF INC	R	2/22/2012		89.43CR	063827	
	I-2020027	INDOFF INC	R	2/22/2012		19.10CR	063827	
	I-2020735	INDOFF INC	R	2/22/2012		76.93CR	063827	
	I-2021831	INDOFF INC	R	2/22/2012		721.75CR	063827	
	I-2022590	INDOFF INC	R	2/22/2012		19.44CR	063827	
	I-2024437	INDOFF INC	R	2/22/2012		206.65CR	063827	
	I-2026868	INDOFF INC	R	2/22/2012		20.79CR	063827	
	I-2028244	INDOFF INC	R	2/22/2012		75.48CR	063827	
	I-2029642	INDOFF INC	R	2/22/2012		10.81CR	063827	
	I-2030731	INDOFF INC	R	2/22/2012		90.90CR	063827	1,167.52
0567	INDUSTRIAL MARKETING CORP							
	C-10581	INDUSTRIAL MARKETING CORP	R	2/22/2012		73.67	063828	
	I-37439	INDUSTRIAL MARKETING CORP	R	2/22/2012		180.96CR	063828	107.29
6529	JANKE GENERL CONTRACTORS INC							
	I-201202150679	JANKE GENERL CONTRACTORS INC	R	2/22/2012		651,038.33CR	063829	651,038.33
1276	JX ENTERPRISES INC							
	I-D-220260071	JX ENTERPRISES INC	R	2/22/2012		3.10CR	063830	
	I-D-220320118	JX ENTERPRISES INC	R	2/22/2012		11.24CR	063830	
	I-D-220340082	JX ENTERPRISES INC	R	2/22/2012		36.36CR	063830	
	I-D-220400068	JX ENTERPRISES INC	R	2/22/2012		11.23CR	063830	61.93

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2583	ROBERT KISER							
	I-201202150680	ROBERT KISER	R	2/22/2012		158.32CR	063831	158.32
4994	KLEUSKENS, JOHN							
	I-201202150681	KLEUSKENS, JOHN	R	2/22/2012		197.61CR	063832	197.61
3140	KUNDINGER FLUID POWER INC							
	I-50171220	KUNDINGER FLUID POWER INC	R	2/22/2012		281.31CR	063833	281.31
0156	LAWSON PRODUCTS INC							
	I-9300564561	LAWSON PRODUCTS INC	R	2/22/2012		306.71CR	063834	306.71
1105	LEDGEVIEW, TOWN OF							
	I-201202150682	LEDGEVIEW, TOWN OF	R	2/22/2012		20.70CR	063835	20.70
0159	LEXIS NEXIS INC							
	I-1201268591	LEXIS NEXIS INC	R	2/22/2012		201.60CR	063836	201.60
6198	MAILFINANCE							
	I-H3069732	MAILFINANCE	R	2/22/2012		89.00CR	063837	89.00
0169	MC MONAGLE LUMBER CO INC							
	I-39050	MC MONAGLE LUMBER CO INC	R	2/22/2012		13.70CR	063838	13.70
0173	MENARDS INC							
	I-93834	MENARDS INC	R	2/22/2012		99.92CR	063839	99.92
0176	MID STATE SUPPLY CORP							
	C-12312	MID STATE SUPPLY CORP	R	2/22/2012		11.00	063840	
	I-569068	MID STATE SUPPLY CORP	R	2/22/2012		32.78CR	063840	21.78
0180	MONROE TRUCK EQUIPMENT INC							
	I-670199	MONROE TRUCK EQUIPMENT INC	R	2/22/2012		120.68CR	063841	120.68
1114	MOTION INDUSTRIES INC							
	I-WI07-296494	MOTION INDUSTRIES INC	R	2/22/2012		91.36CR	063842	
	I-WI07-296580	MOTION INDUSTRIES INC	R	2/22/2012		67.63CR	063842	158.99
5781	NAPWDA							
	I-201202150683	NAPWDA	R	2/22/2012		45.00CR	063843	45.00
0076	NASSCO INC							
	I-S1558518.001	NASSCO INC	R	2/22/2012		107.18CR	063844	
	I-S1558518.002	NASSCO INC	R	2/22/2012		107.18CR	063844	214.36

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3191	NIELSON COMMUNICATIONS INC							
	I-GB12-13952	NIELSON COMMUNICATIONS INC	R	2/22/2012		15.00CR	063845	15.00
0531	NORTHEAST AUTO PARTS INC							
	I-265000	NORTHEAST AUTO PARTS INC	R	2/22/2012		173.98CR	063846	
	I-265043	NORTHEAST AUTO PARTS INC	R	2/22/2012		49.20CR	063846	
	I-265106	NORTHEAST AUTO PARTS INC	R	2/22/2012		9.98CR	063846	
	I-265118	NORTHEAST AUTO PARTS INC	R	2/22/2012		17.69CR	063846	
	I-265169	NORTHEAST AUTO PARTS INC	R	2/22/2012		17.49CR	063846	
	I-265177	NORTHEAST AUTO PARTS INC	R	2/22/2012		45.99CR	063846	
	I-265182	NORTHEAST AUTO PARTS INC	R	2/22/2012		39.73CR	063846	
	I-265272	NORTHEAST AUTO PARTS INC	R	2/22/2012		66.96CR	063846	
	I-265274	NORTHEAST AUTO PARTS INC	R	2/22/2012		16.58CR	063846	
	I-265305	NORTHEAST AUTO PARTS INC	R	2/22/2012		16.58CR	063846	454.18
0194	OLSON TRAILER & BODY LLC							
	I-201202150691	OLSON TRAILER & BODY LLC	R	2/22/2012		106.60CR	063847	106.60
3703	ORIENTAL TRADING CO INC							
	I-649258715-01	ORIENTAL TRADING CO INC	R	2/22/2012		53.45CR	063848	53.45
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1808037	OVERHEAD DOOR CO OF GREEN BAY	R	2/22/2012		215.00CR	063849	215.00
0499	PACK AND SHIP LLC							
	I-201202150684	PACK AND SHIP LLC	R	2/22/2012		25.26CR	063850	
	I-201202150685	PACK AND SHIP LLC	R	2/22/2012		69.99CR	063850	95.25
0197	PACKER CITY INTERNATIONAL INC							
	I-1-220400103	PACKER CITY INTERNATIONAL INC	R	2/22/2012		26.88CR	063851	
	I-1-220450042	PACKER CITY INTERNATIONAL INC	R	2/22/2012		7.05CR	063851	33.93
0198	PACKERLAND GLASS PRODUCTS INC							
	I-29099	PACKERLAND GLASS PRODUCTS INC	R	2/22/2012		36.00CR	063852	36.00
0199	PARKER COATINGS INC							
	I-259381	PARKER COATINGS INC	R	2/22/2012		97.49CR	063853	
	I-259481	PARKER COATINGS INC	R	2/22/2012		127.95CR	063853	225.44
0208	POMP'S TIRE SERVICE INC							
	I-136622	POMP'S TIRE SERVICE INC	R	2/22/2012		3,359.44CR	063854	
	I-136867	POMP'S TIRE SERVICE INC	R	2/22/2012		2,475.78CR	063854	5,835.22

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1701	PRAXAIR DISTRIBUTION INC							
	I-41917182	PRAXAIR DISTRIBUTION INC	R	2/22/2012		54.68CR	063855	
	I-41960122	PRAXAIR DISTRIBUTION INC	R	2/22/2012		175.03CR	063855	229.71
0227	REINDERS INC							
	I-1370266-00	REINDERS INC	R	2/22/2012		28.53CR	063856	
	I-1370332-00	REINDERS INC	R	2/22/2012		21.21CR	063856	
	I-1370756-00	REINDERS INC	R	2/22/2012		360.62CR	063856	410.36
0228	RENT A FLASH OF WISCONSIN INC							
	I-33454	RENT A FLASH OF WISCONSIN INC	R	2/22/2012		88.81CR	063857	88.81
5393	RICOH AMERICAS CORPORATION							
	I-414539736	RICOH AMERICAS CORPORATION	R	2/22/2012		287.77CR	063858	287.77
0229	RIVER VALLEY TESTING CORP							
	I-30277	RIVER VALLEY TESTING CORP	R	2/22/2012		2,708.65CR	063859	2,708.65
0222	RNOW INC							
	C-CM10463	RNOW INC	R	2/22/2012		47.97	063860	
	I-41224	RNOW INC	R	2/22/2012		2,079.59CR	063860	
	I-41249	RNOW INC	R	2/22/2012		102.26CR	063860	2,133.88
0158	ROBERT E LEE & ASSOCIATES INC							
	I-64893	ROBERT E LEE & ASSOCIATES INC	R	2/22/2012		9,555.21CR	063861	
	I-64894	ROBERT E LEE & ASSOCIATES INC	R	2/22/2012		1,625.00CR	063861	11,180.21
1890	S I METALS AND SUPPLY							
	I-124566	S I METALS AND SUPPLY	R	2/22/2012		14.00CR	063862	14.00
0235	SAINT VINCENT HOSPITAL							
	I-31436	SAINT VINCENT HOSPITAL	R	2/22/2012		179.89CR	063863	179.89
3234	SHERWIN WILLIAMS							
	I-19545	SHERWIN WILLIAMS	R	2/22/2012		275.25CR	063864	
	I-20378	SHERWIN WILLIAMS	R	2/22/2012		71.78CR	063864	
	I-21350	SHERWIN WILLIAMS	R	2/22/2012		136.07CR	063864	
	I-22333	SHERWIN WILLIAMS	R	2/22/2012		274.86CR	063864	
	I-23554	SHERWIN WILLIAMS	R	2/22/2012		26.99CR	063864	784.95
0248	SHOPKO CO LLC							
	I-201202150686	SHOPKO CO LLC	R	2/22/2012		427.28CR	063865	
	I-201202150687	SHOPKO CO LLC	R	2/22/2012		21.95CR	063865	449.23

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1394	PETER SMITH							
	I-201202150671	PETER SMITH	R	2/22/2012		22.26CR	063866	
	I-201202150688	PETER SMITH	R	2/22/2012		40.83CR	063866	63.09
0252	SOUTHSIDE TIRE CO INC							
	C-3012568	SOUTHSIDE TIRE CO INC	R	2/22/2012		148.95	063867	
	I-3012468	SOUTHSIDE TIRE CO INC	R	2/22/2012		57.50CR	063867	
	I-3012547	SOUTHSIDE TIRE CO INC	R	2/22/2012		214.50CR	063867	
	I-3012612	SOUTHSIDE TIRE CO INC	R	2/22/2012		359.90CR	063867	482.95
0719	SPRINGSTED INC							
	I-11-134	SPRINGSTED INC	R	2/22/2012		2,000.00CR	063868	2,000.00
4094	STATE BAR OF WISCONSIN							
	I-447925	STATE BAR OF WISCONSIN	R	2/22/2012		55.89CR	063869	55.89
0255	STELLPFLUG LAW SC							
	I-406-01M (189)	STELLPFLUG LAW SC	R	2/22/2012		1,851.52CR	063870	1,851.52
0257	STREICHER'S INC							
	I-1899577	STREICHER'S INC	R	2/22/2012		83.98CR	063871	83.98
0268	TRUCK EQUIPMENT INC							
	I-5495	TRUCK EQUIPMENT INC	R	2/22/2012		279.59CR	063872	
	I-5530	TRUCK EQUIPMENT INC	R	2/22/2012		365.24CR	063872	644.83
0417	TWEET GAROT MECHANICAL INC							
	I-161546	TWEET GAROT MECHANICAL INC	R	2/22/2012		362.00CR	063873	362.00
5663	TYLER TECHNOLOGIES INC							
	I-045-191551	TYLER TECHNOLOGIES INC	R	2/22/2012		246.55CR	063874	246.55
0272	UNIFORM SHOPPE INC							
	I-205874	UNIFORM SHOPPE INC	R	2/22/2012		355.95CR	063875	
	I-206185	UNIFORM SHOPPE INC	R	2/22/2012		40.95CR	063875	
	I-206336	UNIFORM SHOPPE INC	R	2/22/2012		309.85CR	063875	
	I-206490	UNIFORM SHOPPE INC	R	2/22/2012		169.90CR	063875	
	I-206556	UNIFORM SHOPPE INC	R	2/22/2012		57.95CR	063875	
	I-206557	UNIFORM SHOPPE INC	R	2/22/2012		29.95CR	063875	
	I-206558	UNIFORM SHOPPE INC	R	2/22/2012		5.95CR	063875	
	I-206559	UNIFORM SHOPPE INC	R	2/22/2012		134.90CR	063875	
	I-206560	UNIFORM SHOPPE INC	R	2/22/2012		11.95CR	063875	1,117.35

ACKET: 03528 FEB 2012 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4528	WELSING & ASSOCIATES							
	C-126665	WELSING & ASSOCIATES	R	2/22/2012		72.00	063876	
	I-126631	WELSING & ASSOCIATES	R	2/22/2012		310.30CR	063876	
	I-126666	WELSING & ASSOCIATES	R	2/22/2012		112.00CR	063876	350.30
0282	WESCO DISTRIBUTION INC							
	I-741180	WESCO DISTRIBUTION INC	R	2/22/2012		6.93CR	063877	
	I-741182	WESCO DISTRIBUTION INC	R	2/22/2012		14.84CR	063877	
	I-744586	WESCO DISTRIBUTION INC	R	2/22/2012		2.73CR	063877	
	I-744588	WESCO DISTRIBUTION INC	R	2/22/2012		2.31CR	063877	
	I-746973	WESCO DISTRIBUTION INC	R	2/22/2012		123.77CR	063877	
	I-751474	WESCO DISTRIBUTION INC	R	2/22/2012		495.10CR	063877	
	I-756030	WESCO DISTRIBUTION INC	R	2/22/2012		65.36CR	063877	
	I-756032	WESCO DISTRIBUTION INC	R	2/22/2012		89.51CR	063877	800.55
4842	WEST PAYMENT CENTER CORP							
	I-824463950	WEST PAYMENT CENTER CORP	R	2/22/2012		72.00CR	063878	72.00
4620	WFSAA							
	I-201202150689	WFSAA	R	2/22/2012		45.00CR	063879	45.00
0256	WI BUILDING SUPPLY							
	I-1049156	WI BUILDING SUPPLY	R	2/22/2012		97.32CR	063880	97.32
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201202150690	WI DEPT OF JUSTICE TIME MADI	R	2/22/2012		14.00CR	063881	14.00
4550	WI EMS ASSOCIATION							
	I-2423	WI EMS ASSOCIATION	R	2/22/2012		350.00CR	063882	350.00
1393	WI SOCIETY OF FIRE SERVICE INSTRUCT							
	I-1792	WI SOCIETY OF FIRE SERVICE INS	R	2/22/2012		93.00CR	063883	93.00
1466	WI SUPREME COURT							
	I-2012 05-0216	WI SUPREME COURT	R	2/22/2012		625.00CR	063884	625.00
4865	XEROX CORPORATION							
	I-59993660	XEROX CORPORATION	R	2/22/2012		116.00CR	063885	116.00

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	110	0.00	783,442.74	783,442.74
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	110	0.00	783,442.74	783,442.74

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

ACKET: 03528 FEB 2012 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2012	68,305.20CR
201	2/2012	5,250.38CR
208	2/2012	20.03CR
235	2/2012	651,108.32CR
301	2/2012	2,000.00CR
405	2/2012	2,708.65CR
601	2/2012	43,137.88CR
650	2/2012	10,912.28CR
ALL		783,442.74CR

CITY OF DE PERE - February 22, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BELTER, DAVID L.	820 GROSS COURT	GREEN BAY	WI	54302
2	HERMANS, NICOLE M.	2736 ONTARIO RD.	GREEN BAY	WI	54311
3	KITTELL, DIANA L.	1763 O'HEARN LN.	DE PERE	WI	54115
4	VALLIER, MARGARET ANN	620 SUPERIOR ST.	DE PERE	WI	54115
Operator Licenses for the 2010-2012 Licensing Period					
1	BORSKI, JOHN R.	2474 GARDEN HEIGHTS CT.	GREEN BAY	WI	54311
2	BRADY, LAURA F.	2222 NICOLET DR., APT. 4	GREEN BAY	WI	54311
3	DEHART, SAMANTHA R.	1128 SCHEURING RD.	DE PERE	WI	54115
4	HILES, CATHERINE R.	1110 TERRY LN., #21	DE PERE	WI	54115
5	JENNERJAHN, JARRETT D.	1064 THORNDALE ST.	GREEN BAY	WI	54304
6	KNIGHT, WENDY A.	145 WINDWARD ST.	GREEN BAY	WI	54302
7	SCHUYLER, HEATHER S.	329 BADER ST.	GREEN BAY	WI	54302
8	SMITS, JASON J.	1008 RAYMOND ST.	GREEN BAY	WI	54304
9	WAELCHLI, SUSAN R.	793 BROOKWOOD CR.	ONEIDA	WI	54155
10	WICKHAM, BARBARA G.	120 S. WINNEBAGO ST.	DE PERE	WI	54115