Common Council

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

Regular Meeting

Agenda

Wednesday, February 20, 2019 | **7:30 PM** | **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 20, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the February 5, 2019 Common Council Meeting.

4. Public comment upon matters not on the agenda and other announcments.

5. Recommendation from the Finance/Personnel Committee to approve office furniture donation from St. Norbert College for the Fire Department.

6. Recommendation from Finance/Personnel committee to approve changes Seasonal/Part-time Employee Wages

7. Recommendation from the Board of Public Works to Approve Installation of Artistic Seating within the Street Right of Way with Approval of the Director of Public Works.

8. Recommendation from the Board of Public Works to approve Installation of Sculptures Within the Street Right of Way with Approval of the Director of Public Works.

9. Recommendation from the Board of Public Works to Approve Award of Contract 19-02 Ryan Road Reconstruction to Sommers Construction Company in the amount of $431,246.50.

10. Recommendation from the Board of Public Works to Approve Award of Contract 19-03 Pipe Lining - CIPP to Visu-Sewer, Inc in the amount of $297,851.50.

11. Recommendation from the Board of Public Works to Approve Award of Contract 19-15 Sewer Cleaning and Televising to Northern Pipe, Inc in the amount of $34,631.00.

12. Recommendation from the Board of Public Works to Approve Award of Contract 19-20 Police Flooring Replacement to Macco's Commercial Interiors, Inc in the amount of $45,715.40 with $3,915.40 funded from undesignated reserves.

13. Ordinance #19-05 A Charter Ordinance Repealing the Charter Ordinance Combining the Office of the City Clerk and City Treasurer (Section 4.04 De Pere Muncipal Code).

14. Ordinance #19-06 Amending §10-5(a) De Pere Municipal Code Regarding Selection and Tenure of Certain City Officers.

15. Resolution #19-16 Amending Classification and Compensation Plan Pay Grade Order List.

16. Resolution #19-17 Authorizing Contract with Employee Resource Center, Inc. for Employee Assistance Program.
17. Resolution #19-18 Ratifying Fire Department Public Safety Grant Application (Firehouse Subs Public Safety Foundation).
18. Resolution #19-19 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antennae Installation).
19. Reso #19-20 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2019 Ashwaubenon Creek Interceptor Abandonment).
20. Confirmation of Appointment to City Clerk and Confirmation of Appointment to Treasurer.
21. Operator License Applications.
22. Voucher Approval.
23. Future Agenda Items.
24. Adjournment.

Lawrence M. Delo
City Administrator

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

<u>Agenda Sent To:</u>
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Macco's Commercial Interiors
Sommers Constuction
Visu-Sewer
Northern Pipe
Robert E Lee
Definitely De Pere

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Ledvina**

SUBJECT: **Approval of the Minutes of the February 5, 2019 Common Council Meeting.**

ATTACHMENTS:

- 2-5-19 Common Council Minutes_Draft (DOC)

DE PERE

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, February 5, 2019 | 7:30 PM | De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the January 15, 2019 Common Council Meeting.

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

4. Public Hearing for vacation of a public thoroughfare at the 1200 block of Renkens Court, adjacent to parcels WD-D0207, WD-D0208, WD-D02097 and WD-D0210.

   1. Notice of Public Hearing.

   Deputy Clerk Carey Danen announced that the public hearing notice was published in the Green Bay Press-Gazette on January 14, January 21, and January 28, 2019.

   2. Recommendation from the Plan Commission.

   Development Services Director Kim Flom provided an overview of the request. She pointed out that an adjacent resident had expressed concerns, but has since worked out an agreement with the new property owner. He has formally notified the City that he will not be filing an objection to the vacation request.
   Mayor Walsh declared the public hearing open. No one wished to speak, so the Mayor declared the public hearing closed.

   3. Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210).

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

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

Alderperson Hansen announced that the Dickinson Elementary PTO is hosting a "retro" themed fundraising event this Friday night from 6-10 PM at Chicago Street Pub. The cost is $25. Please visit the PTO's Facebook page for more information and to view silent auction items.

6. Recommendation from the Board of Park Commissioners to Approve Sponsorship of Veterans Luncheon by Ryan Funeral Home

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

7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Poppy Avenue Clean Beauty Bar (DBA Poppy Avenue Clean Beauty Bar), 115 N Broadway, De Pere. Submitted by Poppy Avenue Clean Beauty Bar, Agent: Audra Balof, De Pere, WI.

   The applicant distributed additional information to Council members at the beginning of the meeting.

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

8. Recommendation from Plan Commission regarding a Precise Implementation Plan (PIP) Plan for a proposed single family development within part of the unrecorded Garrity’s Glen South plat at 2500 BLK Lawrence Drive (parts of Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized agent R&M Garrity Farm LLC, property owner.

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

9. Recommendation from Plan Commission regarding the proposed 80 Lot and three Outlot Final Plat of “Garrity’s Glen South” at 2500 BLK Lawrence Drive (Parcels WD-L482, WD-L483 & WD-L484). Submitted by Pat Kaster, TLKM Development LLC, authorized representative for R&M Garrity Farm LLC, property owner.

Development Services Director Kim Flom answered questions about setback and lot size reductions.
Alderperson Hansen moved, seconded by Alderperson Jennings to open the meeting. Upon vote, motion carried unanimously.
Pat Kaster with TLKM Development and Joel Erfurth with Mach IV answered questions about landscape plans and timelines. Alderperson Jennings commented that he appreciates that the developers are doing forward planning to maximize the amount of trees in the plan.
Alderperson Jennings moved, seconded by Alderperson Hansen to close the meeting. Upon vote, motion carried unanimously.

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

10. Recommendation from Plan Commission regarding a Proposed Three Lot Certified Survey Map at 2800 BLK Ryan Road (Parcels ED-R28-1, ED-R28-2, ED-R29-1). Submitted by City of De Pere on behalf of the Unified School District of De Pere, property owner.

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

11. Recommendation from Plan Commission regarding a Proposed Extraterritorial Four Lot Certified Survey Map at 2500 BLK French Road in the Town of Lawrence (Part of Parcels L-454 & L-455-1). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for CCLW LLC, property owner.

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

12. Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey Map at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Doug Woelz, PLS, McMahon Associates, authorized representative for Town of Lawrence, property owner.

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

13. Recommendation from Plan Commission regarding a Proposed Extraterritorial 39 Lot and 1 Outlot preliminary plat of Carpenter's Crossing South at 2700 BLK Lawrence Drive in the Town of Lawrence (Part of Parcels L-474 & L-475). Submitted by Joel Ehrfurth, Mach IV, authorized representative for Town of Lawrence, property owner.

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

14. Recommendation from the License Committee on a Request of the Chief of Police to conduct a pre-hearing on the Class "A" Fermented Malt Beverage License issued to Dolgencorp, LLC (DBA Dollar General), 805 Main Av.

Alderperson Boyd moved, seconded by Alderperson Carpenter to schedule a hearing to consider suspension or revocation of the license. Upon vote, motion carried unanimously.

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

15. Resolution #19-11 Authorizing Amendment to Agreement for Services Between the City of De Pere and Multi Media Channels, LLC.

Alderperson Hansen thanked Parks Director Marty Kosobucki for the decision to return to the brochures rather than using postcards. Kosobucki also confirmed that there is no cost to the City for this program.

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

16. Resolution #19-12 Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (Design and Consulting Services for Soccer Lights at Southwest Park).

Parks Director Marty Kosobucki answered questions about costs, the condition of the lights, and the consultant's proposal to perform a cost analysis for LED lights. Alderperson Carpenter inquired about the process for deciding whether the City's Engineering department has time on their schedule to perform a particular project, or whether a consultant would be hired. Administrator Larry Delo explained that

Engineering compiles a list every year of what they feel they can accomplish; the City will then budget for projects that need to be outsourced.

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

17. Resolution #19-13 Authorizing Education Services Agreement Between the City of De Pere and BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center (Heart Saver AED).

    Police Chief Derek Beiderwieden answered Council members' questions about fees and competitive rates.

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

18. Resolution #19-14 Authorizing Release of Utility Easements (Parcel WD-D0218-2; Ninth Street).

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

19. Resolution #19-15 Terminating Restrictive Covenant (21 Parcels or Parts of Parcels Located Generally North of Rockland Road, East of the Fox River Trail and West of CTH PP).

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

20. Operator License Applications.

    Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Application #1, with the stipulation that it be reviewed in six months. Upon vote, motion carried unanimously.
    Alderperson Boyd moved, seconded by Alderperson Hansen to table Operator License Applications #6, 8, 11, and 13. Upon vote, motion carried unanimously.
    Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Applications #2-5, 7, 9, 10, 12, and 14-17. Upon vote, motion carried unanimously.

21. Voucher Approval.

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

22. Consideration and possible action on proposal received in response to Request for Proposals for the Redevelopment of 123 N. Broadway Street (ED-769) submitted by Tadych Investment Partners, LLC (TIP LLC).

Alderperson Crevier moved, seconded by Alderperson Raasch to open the meeting. Upon vote, motion carried unanimously.
Jason Tadych of Tadych Investment Partners provided an overview of the plan and answered Council members' questions. Discussion followed about parking, to accommodate for the loss of the existing lot. The developer feels that there is sufficient surface parking within two blocks to compensate for the loss of this parking lot. Alderperson Carpenter commented that he feels this project would be a great improvement even with the loss of parking, due to the fact that the layout of the current lot is difficult to maneuver and makes it hard for the City to maintain. Development Services Director Kim Flom addressed questions about short term rental regulations, since the proposal includes a few short term rental units.
Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

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

23. Adjournment

Alderperson Crevier moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:21 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Deputy Clerk-Treasurer

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Fire Department**

FROM: **Lea Taylor**

SUBJECT: **Recommendation from the Finance/Personnel Committee to approve office furniture donation from St. Norbert College for the Fire Department.**

Unanimously approved

ATTACHMENTS:

- OFFICE FURNITURE DONATION (PDF)

Memo

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

From: Alan Matzke, Fire Chief AEM

Date: February 5, 2019

Re: Consider Office Furniture Donation from St. Norbert College

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The Fire Department would like to respectfully request permission to retroactively accept used office furniture from St. Norbert College. In December 2018, St. Norbert College graciously donated an office desk, which is being utilized in the Assistant Chief's office, 12 folding style tables and approximately 30 stacking chairs, which are being utilized in our training room. The items are valued at approximately $1,000.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel committee to approve changes Seasonal/Part-time Employee Wages

ATTACHMENTS:

- Memo to Finance and Council on 2019 Seasonal rates (DOC)
- Proposed 2019-2020 Seasonal Wage Changes (DOCX)

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Recommended changes to Seasonal/Part-time Employee Wages
Date: February 12, 2019

Note: At the February 12th Finance/Personnel Committee meeting the committee unanimously approved the recommendations as noted below.

Attached please find the 2019 and 2020 pay recommendations for part-time and seasonal employees working at the Parks and Public Works Departments, and other employee classifications.

Based on market data and/or difficulty filling positions, there are ten positions we are recommending moving to a higher level effective April 1, 2019. The departments have funds in their 2019 budget to cover the cost of the increases. The recommendations are as follows:

- Recreation Intern from Level 1 to Level 2, which is the same level as the Recreation Office Assistant as they perform similar duties.
- Playground Leader from Level 1 to Level 2.
- Park, Street & Water Maintenance Laborer and Sign Maintenance Aide positions from Level 2 to Level 4.
- Building Maintenance Assistant and Shop Assistant from Level 3 to Level 4.
- Park Maintenance Lead from Level 4 to Level 5.
- Flag Football Officials from Level 5, being paid hourly, to being paid per game at $14.00 - $14.75/game.
- Basketball Officials without WIAA certification increased to 22.00 – 22.75/game and Basketball Officials with WIAA certification increased to $25.00-$25.75/game.

The following four positions are also recommended to move to a higher level, with an effective date of January 1, 2020 to allow the department to budget for the increase.

- Softball Umpires increased from $16.00- $16.75/game to $17.00-$17.75/game.
- Kickball Officials increased from $1200-$12.75/game to $14.00 - $14.75/game.
- Assistant Instructors from Level 1 to Level 2.
- Kidz Zone & Camp Counselors from Level 2 to Level 3.
- Lifeguard increased from Level 2 to Level 4, and remove the Lifeguard WSI Instructor classification.

There are two new positions will be added to the salary schedule for part-time/seasonal employees in 2019. The Board of Public Works approved the addition of a Rubbish Site Attendant. This position will work Wednesdays from 3:00 – 7:00 p.m. and Saturdays from 8:00 – 4:00 p.m. from April 1st – November 30th. We recommend that the Rubbish Site Attendant be place in Level 10 which is $17.00- $17.75/hour. The Public Works Department is also proposing to add a Seasonal Maintenance Worker position. This position will be required to hold a CDL and will perform work that requires driving CDL vehicles. We recommend that this position be place in Level 11 which is $20.00 – 20.75/hour.

We recommend discontinuing the $20/month gas stipend for new regular assigned Crossing Guards effective April 1, 2019. Crossing Guards currently assigned as a regular Crossing Guard will continue to receive the gas stipend.

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.

Thank you.

2019 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective ~~January 1, 2018~~April 1, 2019

Updated ~~9-2018~~01/28/2019

Position	Step 1	Step 2	Step 3	Step 4
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance ~~- Playground Leader~~ - Assistant Instructor (move to level 2 in 2020) ~~- Recreation Intern~~	$9.25	$9.50	$9.75	$10.
Level 2 - Recreation Office Assistant - Community Center Facility Attendant - Recreation Intern - Kidz Zone & Camp Counselors (move to level 3 in 2020) - Playground Leader - Lifeguard*** (Move to level 4 in 2020) ~~- Park, Street & Water Maintenance Laborer~~ ~~- Sign Maintenance Aide~~ - Election Inspector	$10.00	$10.25	$10.50	$10.
Level 3 - Youth Recreation Supervisor ~~- Building Maintenance Assistant~~ ~~- Shop Assistant~~	$10.50	$10.75	$11.00	$11.
Level 4 - Community Center Maintenance - Basketball Supervisor - Lifeguard/WSI Instructor*** (remove this classification in 2020) - Chief Election Inspector ~~- Park Maintenance Lead~~ - Community Services Officer - Park, Street & Water Maintenance Laborer - Sign Maintenance Aide	$11.00	$11.25	$11.50	$11.

- Building Maintenance Assistant - Shop Assistant				
Level 5 - Tennis Instructor ~~- Flag Football Official~~ - GIS Intern - Park Maintenance Lead	$12.00	$12.25	$12.50	$12.
Level 6 - Art/Theatre Instructor - Fitness Instructor - Tae Kwon Do Instructor/Tai Chi Instructor - Water Aerobics Instructor - Youth Activity Instructor - Election Specialist	$13.00	$13.25	$13.50	$13.
Level 7 - Dance, Pom, Twirling & Tumbling Instructor - Enrichment Instructor - Pool Manager - Engineering Aide	$14.00	$14.25	$14.50	$14.
Level 8 - Paid On Call Firefighter**** - Paid On Premise Firefighter**** / ****** - Training & Safety Officer (Fire)**** / ****** - Weed Commissioner	$15.00	$15.25	$15.50	$15.
Level 9 - Band Director - Yoga/Pilates/Zumba with basic certification * - Video Production Assistant^	$16.50	$16.75	$17.00	$17.
Level 10 - Crossing Guard***** - Rubbish Site Attendant	$17.00	$17.25	$17.50	$17.
Level 11 - Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) * - Snow Plow Driver - Seasonal Maintenance Worker	$20.00	$20.25	$20.50	$20.

- Accountant				
Non-Classified Wage Rates				
- Scorekeeper	$9.50/ga	$9.75/ga	$10.00/ga	$10.25/
- Kickball Official** (change to same rate as Flag Football in 2020)	$12.00/ga	$12.25/ga	$12.50/ga	$12.75/
- Flag Football Official**	$14.00/ga	$14.25/ga	$14.50/ga	$14.75/
- Slow/Co-ed Softball Umpire**	$~~16~~17.00/ga	$~~16~~17.25/ga	$~~16~~17.50/ga	$~~16~~17.75/
- Basketball Official**	$~~19~~22.00/ga	$~~19~~22.25/ga	$22~~19~~.50/ga	$~~19~~22.75/
- WIAA Certified Basketball Official**	$~~22~~25.00/ga	$~~22~~25.25/ga	$~~22~~25.50/ga	$~~22~~25.75/

The step scale is designed to reward employees for good work performance and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)

-First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

-All classified positions are not eligible for additional step increases past Step 4.

The City of De Pere has an incentive program established for seasonal Park and Recreation employees. The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

*Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

**Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City will pay for lifeguard certification for new lifeguards, and WSI certified lifeguards, contingent on staff successfully completing one season of employment as a full time staff member. Substitute guards are not eligible for reimbursement of their lifeguard certification.

**** Receives $50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives $20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

"****** Receives $0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II; Receives $1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 20, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Installation of Artistic Seating within the Street Right of Way with Approval of the Director of Public Works.**

The Board of Public Works, at the February 11, 2019 meeting, approved the installation of artistic seating within the street right of way with approval of the Director of Public Works and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote. Definitely De Pere is requesting the approval of the project concept for their artistic seating project. (See attached submittal from Definitely De Pere)

Staff recommends approving Definitely De Pere's artistic seating project as outlined in Definitely De Pere's submittal.

ATTACHMENTS:

- Definitely De Pere Artistic Seating Project 2-6-19 (DOCX)

<u>**Artistic Seating Project**</u>

Submitted by: Definitely De Pere

Streetscape Project History

The City Council approved $150,000 for streetscape improvements using Stadium Tax Excess funds based on a proposal submitted by Definitely De Pere. The streetscape project proposal included plans for adding street furniture to the downtown streetscape. Definitely De Pere is proposing to develop an artistic seating project as described below. Since the decorative benches will be placed in the City right of way, Definitely De Pere will work closely with the Department of Public Works on the implementation of the project.

Artistic Seating Project Goal

Definitely De Pere is preparing to issue an RFP to artists for artistic seating to be installed at various locations along the main corridors of downtown. The goal of the project is to provide seating that is both functional and artistically interesting. Definitely De Pere hopes that the RFP will result in the design, development and fabrication of an original and contemporary alternative to the traditional public street bench.

The ideal bench will be useful, beautiful, and specific to downtown De Pere so that it can be installed throughout the streetscape. We envision the street benches to provide respite and relaxation opportunities, and to make architectural or sculptural statements in public spaces.

Design Criteria

The pieces will be custom designed and different materials may be used to create the benches including steel, concrete, wood, stainless steel, glass tiles, and other mixed media. Selection criteria will be considered to ensure that the design is relevant within the cultural, historical, social, and environmental context of downtown De Pere.

Application and Review Process

The selection process will happen in two phases. Artists, designers and fabricators will be asked to submit sketches of proposed benches that will be reviewed by the Public Art Committee and City staff. Finalists will be invited to further develop their proposals and prototypical bench to include detailed working drawings showing dimensions and placement, materials and methods of installation, anticipated process and timeline, and maintenance plan. The Committee and City staff will select the preferred design.

Locations

The following locations are targeted for bench installation: George Street corridor from Superior west to Broadway; Broadway from the bridge roundabout north to James Street; and Main Avenue from the bridge west to 4th Street.

Project Budget and Payment Process

Project Budget $30,000 **-** includes design development, artist labor, materials, and installation.

Excess Stadium Tax revenue will fund this project in an amount not to exceed $30,000. The Council approved Excess Stadium Tax funds for Streetscape with the following proposed process:

1. Definitely De Pere proposes potential projects.
2. City Staff reviews potential projects and brings proposal to Board of Public Works and Common Council.
3. Upon approval, City (Primarily Public Works), designs, bids and constructs project.

Due to the unique nature of this proposal, the traditional design and bid process would not be efficient or effective. Therefore, it is requested that the funds be allocated directly to Definitely De Pere in the same process approved for the Public Art Projects.

1. 50% Payment provided upon artist selection
2. 50% Payment provided upon project completion
3. Definitely De Pere to submit invoices to the Public Works Director for review and administrative approval.

Upon completion of the project, a report will be submitted to the City that includes information and associated costs.

Timeline

Definitely De Pere will issue a Request for Proposals in early March. The submission deadline will be early April. Finalists will be selected and notified by mid- April. Final submissions will be due by mid-May. Installation will be determined by artist schedule but we anticipate will occur no later than September 1, 2019.

Requested BOPW Approvals

1. We are requesting approval of the project concept and authorization to approve art and final bench locations in collaboration with City staff.
2. We are requesting approval of a project budget of $30,000.
3. We are requesting that payment be made directly to Definitely De Pere after review of supporting documentation by the Public Works Director.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to approve Installation of Sculptures Within the Street Right of Way with Approval of the Director of Public Works.

The Board of Public Works, at the February 11, 2019 meeting, approved the installation of sculptures within the street right of way with approval of the Director of Public Works and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote. Definitely De Pere is requesting the approval of the project concept for their sculpture walk project. (See attached submittal from Definitely De Pere)

Staff recommends approving Definitely De Pere's sculpture walk project as outlined in Definitely De Pere's submittal.

ATTACHMENTS:

- Definitely De Pere Sculpture Walk Project Update 2-6-19 (DOCX)

<u>**Sculpture Walk Project Update**</u>
Submitted by: Definitely De Pere

Project Summary

The Board of Public Works and Council recently approved the Sculpture Walk Project on Broadway. Definitely De Pere submitted the project proposal as part of the streetscape improvements for downtown De Pere using Stadium Tax Excess funds.

The purpose of the Sculpture Walk Project is to integrate art to enliven the streetscape. The project will feature an ongoing seasonal public art exhibit of original outdoor sculpture temporarily installed along Broadway. The work will be welded to concrete pads and will be exhibited for 6 - 8 months. Sculptures will be safe and able to withstand all weather conditions, extreme temperatures, and the interaction of the public. The work remains the property of the artist and is on loan for the duration for the exhibit.

Year One Approved Project Costs

$15,000 was allocated to this project to cover 10 concrete pads to temporarily install the work on and a $1,000 stipend to be paid to each of the 10 artists for use of their work and to cover costs of transportation, installation and removal of the work.

Project Update

Since approval of the project, the Definitely De Pere Public Art Committee has been developing project details and putting together specifications to issue a Call for Artists. After continuing to research programs in other communities, the Committee proposes the addition of a People's Choice Award (as determined by popular vote).

Additional Project Funding Request

Definitely De Pere would like to request additional funding to support the purchase of one of the sculptures that will be on display. This People's Choice purchase award would be for up to $15,000. The winning sculpture would be purchased and permanently installed downtown De Pere at a location along Broadway.

Project Payment Process Request

It is also requested that payment be made directly to Definitely De Pere (following the same process approved for Public Art Projects that are funded through Stadium Tax Excess funds). Definitely De Pere will submit invoices and supporting material to the City for review and administrative approval. Upon completion of the project, a report will be submitted to the City that includes information and associated costs.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Board of Public Works**

FROM: **Scott Thoresen**

SUBJECT: **Recommendation from the Board of Public Works to Approve Award of Contract 19-02 Ryan Road Reconstruction to Sommers Construction Company in the amount of $431,246.50.**

The Board of Public Works, at the February 11, 2019 meeting, approved award of contract 19-02 Ryan Road reconstruction to Sommers Construction Company for $431,246.50 and to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- CI_BOPW_Consider_Award_of_Contract_19-02_2-11-2019 (DOC)
- CE_Project_19-02_Bid_Tab_1-31-19 (PDF)

City of De Pere
Public Works Department Memo

To:	Honorable Mayor Walsh Members of the Board of Public Works
From:	Eric P. Rakers, P.E., City Engineer
Date:	February 11, 2019
Subject:	Consider Award of Contract 19-02 Ryan Road Reconstruction*

The Engineering Department received bids on Project 19-02 Ryan Road Reconstruction on January 31, 2019. The project consists of the reconstruction of Ryan Road from 850 feet north of Diversity Drive to 470 feet south of Diversity Drive. The bids received are as follows:

Contractor	Amount
Sommers Construction Company, Inc.	$431,246.50
Peters Concrete Company	$434,610.00

The budgeted amount from the capital improvement budget is $450,000 from the general obligation debt.

Staff's recommendation is to accept the bid from Sommers Construction Company, Inc. for $431,246.50.

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PROJECT 19-02 RYAN ROAD RECONSTRUCTION
BID TAB

				BIDDER NO. 1		BIDDER NO. 2	
				Sommers Construction Company, Inc.		Peters Concrete Company	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
STREET AND DRAINAGE							
SD-01	Unclassified Excavation	CY	5,400	$ 10.95	$ 59,130.00	$ 9.13	$ 49,302.00
SD-02	Provide 1 1/4" Crushed Aggregate Base Course	CY	2,300	$ 18.70	$ 43,010.00	$ 19.50	$ 44,850.00
SD-03	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2" Upper Layer	TON	35	$ 193.25	$ 6,763.75	$ 195.00	$ 6,825.00
SD-04	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2" Lower Layer	TON	35	$ 193.25	$ 6,763.75	$ 195.00	$ 6,825.00
SD-05	Provide 24" Integral Curb	LF	2,600	$ 13.00	$ 33,800.00	$ 13.00	$ 33,800.00
SD-06	Provide 9"-Inch Doweled Concrete Pavement with Integral Curb	SY	5,400	$ 40.20	$ 217,080.00	$ 40.20	$ 217,080.00
SD-07	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	95	$ 71.00	$ 6,745.00	$ 78.00	$ 7,410.00
SD-08	Provide 8" Concrete Sidewalk, Ramp, and Driveway	SY	70	$ 61.00	$ 4,270.00	$ 65.00	$ 4,550.00
SD-09	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	90	$ 57.00	$ 5,130.00	$ 61.00	$ 5,490.00
SD-10	Provide 4" Concrete Sidewalk, Ramp, and Driveway	SY	50	$ 50.00	$ 2,500.00	$ 50.00	$ 2,500.00
SD-11	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	14	$ 12.00	$ 168.00	$ 12.00	$ 168.00
SD-12	Drilled Tie Bars (Concrete Pavement)	EA	40	$ 15.00	$ 600.00	$ 15.00	$ 600.00
SD-13	Provide Detectable Warning Field (Natural)	EA	8	$ 300.00	$ 2,400.00	$ 300.00	$ 2,400.00
SD-14	Pavement Marking Stop Line Epoxy 12-Inch White	LF	75	$ 10.50	$ 787.50	$ 10.50	$ 787.50
SD-15	Pavement Marking Epoxy 6-Inch White	LF	250	$ 8.25	$ 2,062.50	$ 8.25	$ 2,062.50
SD-16	Pavement Marking Epoxy 4-Inch Yellow	LF	330	$ 6.50	$ 2,145.00	$ 6.50	$ 2,145.00
SD-17	Pavement Marking Epoxy 4-Inch White	LF	40	$ 6.50	$ 260.00	$ 6.50	$ 260.00
SD-18	Pavement Marking Arrows Epoxy Type-2	EA	2	$ 275.00	$ 550.00	$ 275.00	$ 550.00
SD-19	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	6,400	$ 4.45	$ 28,480.00	$ 3.95	$ 25,280.00
SPECIAL CONSTRUCTION							
SC-01	Inlet Protection Type B	EA	6	$ 46.00	$ 276.00	$ 50.00	$ 300.00
SC-02	Adjust Inlet	EA	6	$ 275.00	$ 1,650.00	$ 275.00	$ 1,650.00
SC-03	Adjust Manhole	EA	7	$ 325.00	$ 2,275.00	$ 325.00	$ 2,275.00
SC-04	Traffic Control	LS	1	$ 1,900.00	$ 1,900.00	$ 15,000.00	$ 15,000.00
	TOTALS			**$**	**431,246.50**	**$**	**434,610.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 20, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works to Approve Award of Contract 19-03 Pipe Lining - CIPP to Visu-Sewer, Inc in the amount of $297,851.50.**

The Board of Public Works, at the February 11, 2019 meeting, approved the award of Contract 19-03 Pipe Lining – CIPP to Visu-Sewer in the amount of $297,851.50 and moved to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- CI_BOPW_Consider_Award_of_Contract_19-03_2-11-2019 (DOC)
- CE_Project_19-03_Bid_Tab_1-31-19 (PDF)

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 11, 2019
Subject: Consider Award of Contract 19-03 Pipe Lining - CIPP*

The Engineering Department received bids on Project 19-03 Pipe Lining - CIPP on January 31, 2019. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. The bids received are as follows:

Contractor	Amount
Visu-Sewer, Inc.	$297,851.50
Insituform Technologies USA, LLC	$328,683.50
Michels Corporation	$365,177.00
National Power Rodding Corporation	$728,021.50

The budgeted amount from the capital improvement budget is $316,000. Funding will be from the sewage revenue fund.

The staff recommendation is to accept the bid from Visu-Sewer, Inc. in the amount of $297,851.50.

PROJECT 19-03 CIPP SEWER LINING
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Visu-Sewer, Inc. UNIT PRICE	AMOUNT BID	BIDDER NO. 2 Insituform Technologies USA LLC UNIT PRICE	AMOUNT BID	BIDDER NO. 3 Michels Corporation UNIT PRICE	AMOUNT BID	BIDDER NO. 4 National Power Rodding Corporation UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING											
SP-01	Merrill Street - Erie to Jordan (18")	315	LF	$ 46.00	$ 14,490.00	$ 34.20	$ 10,773.00	$ 62.00	$ 19,530.00	$ 188.50	$ 59,377.50
SP-02	Merrill Street - Jordan Road (8")	1699	LF	$ 22.50	$ 38,227.50	$ 24.00	$ 40,776.00	$ 23.00	$ 39,077.00	$ 46.80	$ 79,513.20
SP-03	Ontario Street - Lewis to Chicago (12")	481	LF	$ 30.25	$ 14,550.25	$ 30.50	$ 14,670.50	$ 35.00	$ 16,835.00	$ 79.30	$ 38,143.30
SP-04	Outward Avenue- Helena to Westwood (8")	1213	LF	$ 22.50	$ 27,292.50	$ 23.10	$ 28,020.30	$ 24.00	$ 29,112.00	$ 46.80	$ 56,768.40
SP-05	Park Street-Allard to Ninth (8")	920	LF	$ 22.50	$ 20,700.00	$ 22.40	$ 20,608.00	$ 27.00	$ 24,840.00	$ 46.80	$ 43,056.00
SP-06	Sunrise Court (8")	105	LF	$ 22.50	$ 2,362.50	$ 44.30	$ 4,651.50	$ 50.00	$ 5,250.00	$ 46.80	$ 4,914.00
SP-07	Ash Street - 9th to Interceptor (8")	428	LF	$ 22.50	$ 9,630.00	$ 21.80	$ 9,330.40	$ 21.00	$ 8,988.00	$ 46.80	$ 20,030.40
SP-08	Azalea Trail - Ouward to Seventh (8")	329	LF	$ 22.50	$ 7,402.50	$ 33.40	$ 10,988.60	$ 25.00	$ 8,225.00	$ 46.80	$ 15,397.20
SP-09	Cardinal Street - Hockers to Cook (8")	578	LF	$ 22.50	$ 13,005.00	$ 21.90	$ 12,658.20	$ 21.00	$ 12,138.00	$ 46.80	$ 27,050.40
SP-10	Fort Howard - Main to Sixth (8")	223	LF	$ 22.50	$ 5,017.50	$ 28.90	$ 6,444.70	$ 31.00	$ 6,913.00	$ 46.80	$ 10,436.40
SP-11	Fort Howard - Parkview to Leonard (8")	1480	LF	$ 22.50	$ 33,300.00	$ 25.60	$ 37,888.00	$ 25.00	$ 37,000.00	$ 46.80	$ 69,264.00
SP-12	Leonard Street - Fort Howard to Termini (15")	708	LF	$ 43.00	$ 30,444.00	$ 46.10	$ 32,638.80	$ 54.00	$ 38,232.00	$ 96.20	$ 68,109.60
SP-13	Easement-Franklin/Franklin to Huron/Erie (8")	147	LF	$ 22.50	$ 3,307.50	$ 36.70	$ 5,394.90	$ 38.00	$ 5,586.00	$ 46.80	$ 6,879.60
SP-14	Main Street - 9th to 10th (10")	577	LF	$ 22.50	$ 12,982.50	$ 30.00	$ 17,310.00	$ 42.00	$ 24,234.00	$ 54.60	$ 31,504.20
SP-15	Lewis-Erie Intersection (12")	309	LF	$ 30.25	$ 9,347.25	$ 34.30	$ 10,598.70	$ 45.00	$ 13,905.00	$ 79.30	$ 24,503.70
SP-16	Prosper Street - Enterprise to HWY PP (10")	1344	LF	$ 22.50	$ 30,240.00	$ 28.70	$ 38,572.80	$ 28.00	$ 37,632.00	$ 54.60	$ 73,382.40
SP-17	Erie Street - Fulton to Ridgeway (8")	159	LF	$ 22.50	$ 3,577.50	$ 34.60	$ 5,501.40	$ 50.00	$ 7,950.00	$ 46.80	$ 7,441.20
SP-18	Televising Sanitary Laterals	35	EA	$ 180.00	$ 6,300.00	$ 176.10	$ 6,163.50	$ 300.00	$ 10,500.00	$ 850.00	$ 29,750.00
SP-19	Internal Grouting	10	EA	$ 520.00	$ 5,200.00	$ 512.80	$ 5,128.00	$ 1,246.00	$ 12,460.00	$ 2,500.00	$ 25,000.00
SP-20	CIPP Patch	5	EA	$ 2,000.00	$ 10,000.00	$ 2,020.00	$ 10,100.00	$ 1,266.00	$ 6,330.00	$ 6,500.00	$ 32,500.00
SP-21	Poured in Place Bench	1	EA	$ 475.00	$ 475.00	$ 466.20	$ 466.20	$ 440.00	$ 440.00	$ 5,000.00	$ 5,000.00
	TOTALS			**$**	**297,851.50**	**$**	**328,683.50**	**$**	**365,177.00**	**$**	**728,021.50**

Attachment: CE_Project_19-03_Bid_Tab_1-31-19 (7912 : Recommendation from BOPW to Approve Award

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Board of Public Works**

FROM: **Scott Thoresen**

SUBJECT: **Recommendation from the Board of Public Works to Approve Award of Contract 19-15 Sewer Cleaning and Televising to Northern Pipe, Inc in the amount of $34,631.00.**

The Board of Public Works, at the February 11, 2019 meeting, approved awarding Contract 19-15 Sewer Cleaning and Televising to Northern Pipe, Inc. in the amount of $34,631.00 and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- CI_BOPW_Consider_Award_of_Contract_19-15_2-11-2019 (DOC)
- CE_Project_19-15_Bid_Tab_1-31-19 (PDF)

City of De Pere
Public Works Department **Memo**

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 11, 2019
Subject: Consider Award of Contract 19-15 Sewer Cleaning and Televising*

The Engineering Department received bids on Project 19-15 Sewer Cleaning and Televising on January 31, 2019. The project includes cleaning and televising of sewers. The bids received are as follows:

Contractor	Amount
Northern Pipe, Inc.	$34,631.00
Great Lakes TV Seal, Inc.	$38,353.10
Green Bay Pipe & TV, LLC	$42,706.80
PLC Water Jetting Service, Inc.	$58,201.00
Diversified Infrastructure Services, Inc.	$97,171.80
National Power Rodding Corporation	$195,220.00
Michels Corporation	$338,222.50

The budgeted amount for the project from the capital improvement fund is $55,000. Funding will be $50,000 from the storm water utility fund and $5,000 from the sewage revenue fund.

Staff recommendation is to award the bid to Northern Pipe, Inc. in the amount of $34,631.00.

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PROJECT 19-15 SEWER CLEANING AND TELEVISING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Northern Pipe, Inc.		Great Lakes TV Seal, Inc.		Green Bay Pipe & TV, LLC		PLC Water Jetting Service, Inc.		Diversified Infrastructure Services, Inc.		National Power Rodding Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER															
SP-01	Storm Sewer Cleaning (8-27 Inch)	42400	LF	$ 0.33	$ 13,992.00	$ 0.34	$ 14,416.00	$ 0.35	$ 14,840.00	$ 0.40	$ 16,960.00	$ 0.84	$ 35,616.00	$ 0.75	$ 31,800.
SP-02	Storm Sewer Cleaning (30-48 Inch)	4500	LF	$ 0.33	$ 1,485.00	$ 0.34	$ 1,530.00	$ 0.35	$ 1,575.00	$ 0.45	$ 2,025.00	$ 1.03	$ 4,635.00	$ 2.00	$ 9,000.0
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	500	LF	$ 0.33	$ 165.00	$ 0.34	$ 170.00	$ 0.42	$ 210.00	$ 0.90	$ 450.00	$ 1.49	$ 745.00	$ 3.00	$ 1,500.0
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	4240	LF	$ 0.10	$ 424.00	$ 0.09	$ 381.60	$ 0.42	$ 1,780.80	$ 0.40	$ 1,696.00	$ 0.97	$ 4,112.80	$ 3.00	$ 12,720.
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	450	LF	$ 0.10	$ 45.00	$ 0.09	$ 40.50	$ 0.42	$ 189.00	$ 0.45	$ 202.50	$ 1.16	$ 522.00	$ 4.00	$ 1,800.0
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	50	LF	$ 0.10	$ 5.00	$ 3.00	$ 150.00	$ 0.42	$ 21.00	$ 5.00	$ 250.00	$ 1.86	$ 93.00	$ 40.00	$ 2,000.0
SP-07	Storm Sewer Televising (8-27 Inch)	42400	LF	$ 0.30	$ 12,720.00	$ 0.32	$ 13,568.00	$ 0.34	$ 14,416.00	$ 0.40	$ 16,960.00	$ 0.72	$ 30,528.00	$ 1.50	$ 63,600.
SP-08	Storm Sewer Televising (30-48 Inch)	4500	LF	$ 0.30	$ 1,350.00	$ 0.34	$ 1,530.00	$ 0.35	$ 1,575.00	$ 0.40	$ 1,800.00	$ 0.72	$ 3,240.00	$ 2.00	$ 9,000.0
SP-09	Storm Sewer Televising (54 Inch and Larger)	500	LF	$ 0.30	$ 150.00	$ 0.34	$ 170.00	$ 0.42	$ 210.00	$ 0.40	$ 200.00	$ 0.72	$ 360.00	$ 4.00	$ 2,000.0
SP-10	Sewer Pipe Root Cutting (8-48 Inch)	1000	LF	$ 0.10	$ 100.00	$ 0.48	$ 480.00	$ 0.37	$ 370.00	$ 1.00	$ 1,000.00	$ 1.80	$ 1,800.00	$ 10.00	$ 10,000.
SP-11	Removal Mineral Depsoits	1000	LF	$ 0.10	$ 100.00	$ 0.50	$ 500.00	$ 0.37	$ 370.00	$ 1.00	$ 1,000.00	$ 1.80	$ 1,800.00	$ 10.00	$ 10,000.
SP-12	Storm Sewer Cleaning in Easement (8-27 Inch)	4950	LF	$ 0.33	$ 1,633.50	$ 0.45	$ 2,227.50	$ 0.55	$ 2,722.50	$ 0.75	$ 3,712.50	$ 1.20	$ 5,940.00	$ 2.00	$ 9,900.0
SP-13	Storm Sewer Cleaning in Easment (54 Inch and Larger)	1550	LF	$ 0.33	$ 511.50	$ 0.52	$ 806.00	$ 0.55	$ 852.50	$ 5.00	$ 7,750.00	$ 2.00	$ 3,100.00	$ 5.00	$ 7,750.0
SP-14	Storm Sewer Televising in Easement (8-27 Inch)	4950	LF	$ 0.30	$ 1,485.00	$ 0.35	$ 1,732.50	$ 0.55	$ 2,722.50	$ 0.55	$ 2,722.50	$ 0.72	$ 3,564.00	$ 3.00	$ 14,850.
SP-15	Storm Sewer Televising in Easement (54 Inch and Larger	1550	LF	$ 0.30	$ 465.00	$ 0.42	$ 651.00	$ 0.55	$ 852.50	$ 0.95	$ 1,472.50	$ 0.72	$ 1,116.00	$ 6.00	$ 9,300.0
	TOTALS			**$**	**34,631.00**	**$**	**38,353.10**	**$**	**42,706.80**	**$**	**58,201.00**	**$**	**97,171.80**	**$**	**195,220.**

PROJECT 19-15 SEWER CLEANING AND TELEVISING
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 7 Michels Corporation UNIT PRICE	AMOUNT BID
STORM SEWER					
SP-01	Storm Sewer Cleaning (8-27 Inch)	42400	LF	$ 3.70	$ 156,880.00
SP-02	Storm Sewer Cleaning (30-48 Inch)	4500	LF	$ 2.80	$ 12,600.00
SP-03	Storm Sewer Cleaning (54 Inch and Larger)	500	LF	$ 6.40	$ 3,200.00
SP-04	Storm Sewer Heavy Cleaning (8-27 Inch)	4240	LF	$ 3.10	$ 13,144.00
SP-05	Storm Sewer Heavy Cleaning (30-48 Inch)	450	LF	$ 3.50	$ 1,575.00
SP-06	Storm Sewer Heavy Cleaning (54 Inch and Larger)	50	LF	$ 6.60	$ 330.00
SP-07	Storm Sewer Televising (8-27 Inch)	42400	LF	$ 2.20	$ 93,280.00
SP-08	Storm Sewer Televising (30-48 Inch)	4500	LF	$ 1.40	$ 6,300.00
SP-09	Storm Sewer Televising (54 Inch and Larger)	500	LF	$ 3.00	$ 1,500.00
SP-10	Sewer Pipe Root Cutting (8-48 Inch)	1000	LF	$ 9.90	$ 9,900.00
SP-11	Removal Mineral Depsoits	1000	LF	$ 9.92	$ 9,920.00
SP-12	Storm Sewer Cleaning in Easement (8-27 Inch)	4950	LF	$ 3.11	$ 15,394.50
SP-13	Storm Sewer Cleaning in Easment (54 Inch and Larger)	1550	LF	$ 3.18	$ 4,929.00
SP-14	Storm Sewer Televising in Easement (8-27 Inch)	4950	LF	$ 1.45	$ 7,177.50
SP-15	Storm Sewer Televising in Easement (54 Inch and Larger)	1550	LF	$ 1.35	$ 2,092.50
	TOTALS			**$**	**338,222.50**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Approve Award of Contract 19-20 Police Flooring Replacement to Macco's Commercial Interiors, Inc in the amount of $45,715.40 with $3,915.40 funded from undesignated reserves.

The Board of Public Works, at the February 11, 2019 meeting, approved awarding Contract 19-20 Police Flooring Replacement to Macco's Commercial Interiors in the amount of $45,715.40 with $3,915.40 coming from undesignated reserves and moved to send it to Common Council for approval. The motion passed with a 3-2 vote, with Alderperson Carpenter and Alderperson Hansen voting no.

ATTACHMENTS:

- CI_BOPW_Consider_Award_of_Contract_19-20_2-11-2019 (DOC)
- CE_Project_19-20_Bid_Tab_1-31-19 (PDF)

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 11, 2019
Subject: Consider Award of Contract 19-20 Police Flooring Replacement*

The Engineering Department received bids on Project 19-20 Police Flooring Replacement on January 31, 2019. The project consists of removing and replacing carpeting and stairway treads within the Police Department at City Hall. The bids received are as follows:

Contractor	Amount
Macco's Commercial Interiors, Inc.	$45,715.40
H.J. Martin and Son, Inc.	$47,795.00

The budgeted amount from the capital improvement budget is $41,800. The remaining $3,915.40 would need to be approved and allocated from undesignated reserves.

Staff's recommendation is to accept the bid from Macco's Commercial Interiors, Inc. in the amount of $45,715.40 and allocate $3,915.40 to the project from undesignated reserves.

DE PERE

PROJECT 19-20 POLICE FLOORING REPLACEMENT
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Macco's Commercial Interiors, Inc. UNIT PRICE	BIDDER NO. 1 Macco's Commercial Interiors, Inc. AMOUNT BID	BIDDER NO. 2 H.J. Martin and Son, Inc. UNIT PRICE	BIDDER NO. 2 H.J. Martin and Son, Inc. AMOUNT BID
SC-01	Remove and replace existing broadloom carpet with new Milliken Tectonic 19x19 carpet tile	SF	5,850	$ 6.12	$ 35,802.00		$ -
SC-02	Remove and replace walk-off carpet tile with new Van Gelder Champion Super Nop-Tile Goods (Color to be determined)	SF	220	$ 7.04	$ 1,548.80		$ -
SC-03	Remove and replace flooring in two stairwells with new Johnsonite vinyl stair treads on steps, lower, middle and top landings	EA	2	$ 2,396.00	$ 4,792.00		$ -
SC-04	Remove flooring and appurtenances	SF	110	$ 1.06	$ 116.60		$ -
SC-05	Remove and replace 4-inch vinyl cove base (Match Color)	LS	1	$ 3,456.00	$ 3,456.00		$ -
SC-06	Move Furniture	LS	1	$ -	$ -		$ -
	TOTALS			**$**	**45,715.40**	**$**	**47,795.00**

X:\Projects\City Projects\2019\Project 19-20 Police Flooring Replacement\500- Bidder Correspondence\CE_Project_19-20_Bid_Tab_1-31-19

Attachment: CE_Project_19-20_Bid_Tab_1-31-19 (7916 : Recommendation from BOPW to Approve Award

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Ordinance #19-05 A Charter Ordinance Repealing the Charter Ordinance Combining the Office of the City Clerk and City Treasurer (Section 4.04 De Pere Muncipal Code).**

ATTACHMENTS:

- Ord19-05 (DOCX)
- Recommend seperating the duties of the ClerkTreasurer position I (DOCX)
- C-T Charter Ordinance (PDF)

ORDINANCE #19-05

A CHARTER ORDINANCE REPEALING THE CHARTER ORDINANCE COMBINING THE OFFICE OF CITY CLERK AND CITY TREASURER (SECTION 4.04 DE PERE MUNICIPAL CODE)

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

SECTION 1. Section 4.04, De Pere Municipal Code, is hereby repealed in its entirety, said ordinance being a Charter Ordinance under which the offices of city clerk and city treasurer were combined, and the methods of appointment to and removal from said office set forth.

SECTION 2. The City Clerk-Treasurer is directed to publish this ordinance as a Class I notice as required under Wis. Stats. §66.0101(3).

SECTION 3. This ordinance shall take effect 60 days after its passage and publication.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______
Nays:______
Committee Approval: 2/12/2019
Publication Date: _____________

MEMO CITY OF DE PERE

To:	Members of the Finance/Personnel Committee
From:	Shannon Metzler, Human Resources Director
Re:	Recommend Separating the Duties of the Clerk/Treasurer Position
Date:	February 12, 2019

Note: The Finance/Personnel Committee unanimously approved the recommendations as noted below at the February 12, 2019 meeting.

By City Charter Ordinance, the statutory duties for the Clerk/Treasurer position are combined into one position. We are looking to restructure the position to be more in line with other communities our size. We currently have a Clerk/Treasurer and Deputy Clerk. Going forward we are proposing to create a City Clerk and Deputy Treasurer/Clerk. The Treasurer title would be added to the Finance Director.

Due to the fact that the Clerk/Treasurer duties are defined by City Charter Ordinance, a Charter Ordinance must be adopted to repeal any of the requirements in the Charter Ordinance that the city no longer wants to require. A Charter Ordinance must pass the City Council by 2/3 vote, public notice (Class I) of the passage of the Ordinance must be published in the official newspaper and the effective date of the Ordinance must be a minimum 60 days from the date of publication in order for the public to be given time to challenge the Charter Ordinance by public initiative.

In working with the City's compensation consultant, the change in duties does not result in a wage change for the City Clerk position (former Clerk/Treasurer); however, it would increase the pay rate for the Deputy Treasurer/Clerk (former Deputy Clerk) position. The Deputy Clerk position currently requires an associate degree. The new position would require a bachelor's degree and prefer a Certified Municipal Treasurer and Certified Municipal Clerk. The recommended pay rate would increase as follows:

Current Grade: H ($45,677-$62,629)
Proposed Grade: I ($49,495-$68,266)

This wage change would be able to be sustained in the Finance department budget.

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

4.04. City clerk-treasurer.

(1) The City of De Pere hereby elects, pursuant to Wis. Stats. §§ 62.09(3)(c) and 66.01, that the Office of City Clerk and the Office of City Treasurer of the City of De Pere shall be consolidated and combined as one full-time office and such position shall be designated as the Office of Clerk-Treasurer.

(2) The Clerk-Treasurer shall be appointed by the Mayor subject to confirmation by the Common Council. After a probationary period of reasonable length, during which period the appointee shall be subject to "at will" dismissal, the appointee's term shall be of indefinite duration, subject to suspension or dismissal by the Common Council for cause. Wis. Stats. §§ 17.12 and 17.16 shall apply with respect to removal or suspension during the term after such probationary period.

(3) The Clerk-Treasurer shall perform all the duties required of both Offices as provided in Wis. Stats. §§ 62.09(9) and 62.09(11), and any other laws of the state, and such other duties as are required or requested to be executed by the Clerk-Treasurer by the Council from time to time.

(This is a Charter Ordinance amending the Charter of the City of De Pere and shall become effective 10/27/1992.)
(Code 1974, § 4.04)

5.05. Wisconsin Retirement Fund.

Pursuant to Wis. Stats. § 40.01, the City of De Pere hereby elects to include eligible City personnel under the provisions of the Wisconsin Retirement Fund in accordance with the terms thereof. (Charter Ordinance)
(Code 1974, § 5.05)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 20, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Ordinance #19-06 Amending §10-5(a) De Pere Municipal Code Regarding Selection and Tenure of Certain City Officers.**

ATTACHMENTS:

- Ord19-06 (DOCX)

ORDINANCE #19-06

AMENDING §10-5(a) DE PERE MUNICIPAL CODE REGARDING SELECTION AND TENURE OF CERTAIN CITY OFFICERS

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

SECTION 1. Section 10-5(a), *Officers created; enumeration*, is hereby amended as follows:

1. by adding "city clerk" thereto; and
2. by deleting "finance director" and replacing the same with "finance director-treasurer."

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect upon its publication and the effective date of repeal of Section 4.04, De Pere Municipal Code (Ordinance #19–05).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______
Nays:______
Committee Approval: 2/12/2019
Publication Date: ___________________

DE PERE

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #19-16 Amending Classification and Compensation Plan Pay Grade Order List.

ATTACHMENTS:

- Reso19-16 (DOCX)
- memo to finance and Council adjustment Maintenance Specialist (DOCX)
- Recommend Separating Duties of Clerk Treasurer Position.docx (PDF)

RESOLUTION #19-16

AMENDING CLASSIFICATIONAND COMPENSATION
PLAN GRADE ORDER LIST

WHEREAS, the Common Council adopted Resolutions #18-77 and #18-94, updating the City Classification and Compensation Plan ("Plan") with an effective date of January 1, 2019; and

WHEREAS, recent staffing changes and position restructuring affect Plan classification and grade level orders; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends the Classification and Compensation Policy by:

1. changing the job title of "Maintenance Technician" to "Maintenance Specialist" and moving the position from Grade Level G to Grade Level J in said Plan;
2. changing the job title of "Deputy Clerk" to "Deputy Clerk-Treasurer" and moving the position from Grade Level H to Grade Level I in said Plan; and
3. changing the job title "Clerk-Treasurer" to "Clerk" without a change in Grade Level, effective upon the effective date of Ordinance #19-05.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______
Nays:______

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Recommendation to reclassify the Maintenance Technician position to Maintenance Specialist and increase pay grade
Date: February 12, 2019

Note: The Finance/Personnel Committee unanimously approved the recommendation as noted below at the February 12, 2019 meeting.

The City's Maintenance Technician retired this month. There are two positions in the maintenance department in Public Works. A Maintenance Specialist, which specializes as an electrician, and a Maintenance Technician. The department plans to increase the requirements of the Maintenance Technician position to include an HVAC certification. I have reviewed the new requirements with our compensation consult, Carlson Dettmann LLC, and am recommending the Maintenance Technician be changed to a Maintenance Specialist and increased to the same pay level as the other Maintenance Specialist.

The department's budget is able to sustain the increase.

- **Current** Pay Grade Level G $19.99-$22.84 (Control Point) $27.41 (Max)
- **Proposed** Pay Grade Level J $25.92-$29.61 (Control Point) $35.53 (Max)

If you have any questions in advance of the meeting, please contact me at 339-4045.
Thank you.

MEMO CITY OF DE PERE

To:	Members of the Finance/Personnel Committee
From:	Shannon Metzler, Human Resources Director
Re:	Recommend Separating the Duties of the Clerk/Treasurer Position
Date:	February 12, 2019

Note: The Finance/Personnel Committee unanimously approved the recommendations as noted below at the February 12, 2019 meeting.

By City Charter Ordinance, the statutory duties for the Clerk/Treasurer position are combined into one position. We are looking to restructure the position to be more in line with other communities our size. We currently have a Clerk/Treasurer and Deputy Clerk. Going forward we are proposing to create a City Clerk and Deputy Treasurer/Clerk. The Treasurer title would be added to the Finance Director.

Due to the fact that the Clerk/Treasurer duties are defined by City Charter Ordinance, a Charter Ordinance must be adopted to repeal any of the requirements in the Charter Ordinance that the city no longer wants to require. A Charter Ordinance must pass the City Council by 2/3 vote, public notice (Class I) of the passage of the Ordinance must be published in the official newspaper and the effective date of the Ordinance must be a minimum 60 days from the date of publication in order for the public to be given time to challenge the Charter Ordinance by public initiative.

In working with the City's compensation consultant, the change in duties does not result in a wage change for the City Clerk position (former Clerk/Treasurer); however, it would increase the pay rate for the Deputy Treasurer/Clerk (former Deputy Clerk) position. The Deputy Clerk position currently requires an associate degree. The new position would require a bachelor's degree and prefer a Certified Municipal Treasurer and Certified Municipal Clerk. The recommended pay rate would increase as follows:

Current Grade: H ($45,677-$62,629)
Proposed Grade: I ($49,495-$68,266)

This wage change would be able to be sustained in the Finance department budget.

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: February 20, 2019

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #19-17 Authorizing Contract with Employee Resource Center, Inc. for Employee Assistance Program.

ATTACHMENTS:

- Reso19-17 (DOCX)
- Exhibit 1 - ERC Contractual Agreement - City of De Pere (PDF)
- Memo to Finance to approve ERC Contract (DOCX)

RESOLUTION #19-17

AUTHORIZING CONTRACT WITH EMPLOYEE RESOURCE CENTER, INC.
FOR EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, Employee Resource Center, Inc. (ERC) has provided employee assistance program (EAP) services to City's employees through occupational health programs for many years; and

WHEREAS, a change in ownership has resulted in ERC revising its contracts and the City wishes to continue its relationship with ERC to provide EAP services for all qualified City employees, their dependents and immediate household members under the terms and conditions of the attached EAP Contract; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to execute the EAP Contract with Employee Resource Center, Inc. as is attached hereto as Exhibit 1, together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______
Nays:______

EAP CONTRACT

THIS AGREEMENT is being made and entered into this 1st day of January, 2019, by and between Employee Resource Center, Inc., a Wisconsin corporation (hereinafter referred to as "ERC"), and City of De Pere (hereinafter referred to as "Company").

WHEREAS, ERC assists business, industry and governmental organizations through occupational health programs; and

WHEREAS, ERC designs, implements and maintains comprehensive counseling and consulting programs, known as employee assistance programs ("EAP"), for the employees of such business, industry and governmental organizations; and

WHEREAS, Company desires to retain ERC to provide such a program for Company's employees, as well as be included in ERC's mental health benefits incentive plan to encourage employees to seek behavioral health services if needed by reducing the out-of-pocket expenses for obtaining such services; and

WHEREAS, ERC and Company have agreed upon the terms and conditions under which ERC would provide such a program for all qualified employees of Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Retention of ERC. Pursuant to the terms of this Agreement, Company hereby retains ERC and ERC hereby agrees to be retained by Company for the purpose of setting up and maintaining an EAP for Qualified Employees, their dependents, and members of their immediate household. A Qualified Employee is defined as all full and part time employees covered under the Company sponsored health plan.

2. Services Provided by ERC. ERC agrees that the services to be provided to

Company under this Agreement shall be as follows:

a. ERC shall designate an ERC employee to communicate with the Company.

b. ERC shall consult with Company in developing EAP policy and procedures, supporting information for the program, promotion and training schedules, and specific Company objectives.

c. ERC shall make available employee orientation sessions to present the EAP and its services to the Qualified Employees. Such sessions shall be conducted on Company premises on an agreed upon frequency and scheduled at mutually agreed upon times by ERC and Company.

d. ERC shall provide problem assessment, treatment planning and counseling sessions (up to a total of eight sessions per issue identified) for all Qualified Employees, their dependents and members of their immediate household ("Clients"). Such sessions shall occur in response to supervisory, management, medical requests or self-referrals.

e. When necessary, as determined in ERC's discretion, in addition to the services provided by ERC under this Agreement, ERC may provide referral services to Clients to third-party agencies and/or individuals for more specialized, adjunctive, or long-term interventions. ERC shall advise Clients that the Clients, and not Company, are responsible for the payment of all costs and fees associated with services rendered by such third parties.

f. ERC shall provide case management services for Clients, to include personal, telephone and written communications with Clients, referral networks, and community resources that may be available for the purpose of continuity and coordination of care.

g. ERC shall consult with Company supervisors, management and medical personnel regarding referrals, or possible referrals, of Qualified Employees, subject to the limitations in Section 4 herein.

h. ERC shall make onsite training on “EAP as a Management Tool" to Company supervisors and management on an annual basis as may be mutually agreed upon the parties hereto.

i. ERC shall provide Company with reports on the utilization of EAP services rendered by ERC as may be reasonably requested by Company. Company understands that such reports shall be a statistical analysis as to the source of referrals, issue(s) being addressed within the Company and of its Qualified Employees and those services being provided to the Qualified Employees without the disclosure of confidential information concerning the Qualified Employees.

3. Duties of the Company. Company agrees that it shall be responsible for the following in connection with implementing the EAP:

a. Company shall designate a Company employee or representative of a Company committee to be the Company coordinator of the EAP and to communicate with ERC’s designated employee referred to in Section 2(a) herein.

b. Company shall provide such meeting places and facilities as may be required for planning and implementation of the EAP, group orientation sessions, management and supervisory training sessions and individual conferences with supervisors, management and Qualified Employees, as necessary.

c. Company shall be responsible for all internal scheduling and to notify participants of meetings designated for the promotion of the EAP.

d. Company shall provide necessary communications to implement and maintain the EAP, including but not limited to, an EAP introduction letter to each Qualified Employee and periodic communication to supervisors, management and Qualified Employees which sets forth the policies and procedures of the EAP.

e. Company shall provide ERC with a list of Qualified Employees not less than quarterly.

4. Mental Health Benefits Incentive Plan. ERC shall provide to Company, and Company shall revise its health plan document to include, a mental health benefits incentive plan for Company employees seeking behavioral health services (the "Incentive Plan"). Under the Incentive Plan employees, and any dependents thereof, covered under Company's health plan shall have access to reduced copays or coinsurance costs for behavioral health services if said employee, or dependent thereof, first seeks behavioral health services through ERC and ERC refers said employee, or dependent thereof, to an in-network mental health service provider. Notwithstanding the foregoing, employees may access a treatment provider directly without first seeking behavioral health services with ERC but employee will then be responsible for all applicable copays and coinsurance costs applicable thereto under Company's health plan.

5. Incentive Plan Services Provided by ERC. ERC shall provide the following services pursuant to the Incentive Plan:

a. Assessment and counseling services up to the limit included in the ERC benefit;

b. Referral to in-patient and out-patient mental health/substance abuse treatment if necessary;

c. Care management services with the mental health/substance abuse treatment provider; and

d. Create a referral certification with Company's insurance administrator for accurate and efficient processing of claims.

6. Duty to Notify Employees. Company shall notify all employees covered under its health plan in writing of the benefits offered under the Incentive Plan and the process for accessing the services provided under the Incentive Plan.

7. Confidentiality. ERC must comply with all state and federal laws regarding the confidentiality of certain healthcare records of all Qualified Employees. To that end, Company recognizes and agrees that any information provided by Clients to ERC shall remain confidential and that in the absence of any appropriate written authorization of Clients, such information shall not be released to any third party, including Company. All EAP records, including all records relative to treatment and referrals of Clients, shall remain the property of ERC. ERC and Company agree to the protection of Qualified Employee confidential information as it pertains to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

8. Compensation for EAP Services. As compensation for the EAP services being provided by ERC, Company shall pay ERC an annual fee of $40.92 per employee, billed on a monthly basis during the term of this Agreement. Company agrees to pay such fee within thirty (30) days of receipt of each statement from ERC. Any amount which remains unpaid more than ten (10) days following its due date shall be subject to a finance charge of 1% per month, or 12% per annum. If Company makes payment by credit card, Company agrees that a 4% fee shall be added to each statement to offset those credit card and administrative costs incurred by ERC. The monthly fee covers all core EAP services set forth in Section 9(a) and all LifeCare services set forth in Section 9(b) regardless of the number of Qualified Employees who have

participated in the EAP. Said monthly fee does not include non-core services set forth in Section 9(c) which will be invoiced separately as those services are provided to Qualified Employees.

9. EAP Services. The EAP services to be provided by ERC and compensated by Company are as follows:

a. Core EAP services include the following:

- Face-to-face EAP counseling model, with supportive telephonic availability
- Program planning and implementation
- Promotional materials e.g. EAP brochures, posters, wallet cards
- ERC website
- EAP Newsletters
- Frontline Supervisor Newsletter
- Unlimited phone consultation with management on employee behavior issues
- Employee Orientation Sessions and/or Orientation Guidance
- One annual "EAP as a Management Tool" training for leaders
- Two hours of on-site Critical Incident Response per year
- Data collection, with QA/ROI reporting and program review meetings

b. LifeCare services include the following:

- Password restricted membership access to LifeCare website and all benefits inclusive of that membership.

c. Non-Core Services relate to any additional services requested by Company and approved by ERC which are not included in the core services.

10. Changes in Compensation. Following the initial term of this agreement, ERC may modify its rates providing written notice of said increase is received by the Company on or before September 1st of the year proceeding the effective date of the increase.

11. Insurance. ERC shall provide professional liability coverage for its employees

while providing services under this Agreement at ERC's expense.

12. Term of Agreement. The initial term of this Agreement shall be twenty-four (24) months, commencing on the date this Agreement has been fully executed by ERC and Company. This Agreement shall continue thereafter unless terminated by either party upon at least one (1) month's written notice to the other of the former's intention to terminate this Agreement.

13. Effect of Termination. Upon either party providing notice of termination of this Agreement, ERC and Company shall mutually agree upon a termination plan as it relates to ERC's acceptance of new referrals prior to the termination date and any other planned or scheduled services relating to any Qualified Employee. Notwithstanding any termination of this Agreement, Company shall be responsible for payment of all ERC services accrued prior to termination and those services rendered by ERC following the termination date at ERC's then non-core services rate.

14. Assignment. This Agreement may not be assigned by Company without the express written consent of ERC, which shall not be unreasonably withheld. This Agreement may be assigned by ERC and shall be binding upon and inure to the benefit of ERC's successors and assigns.

15. Entire Agreement. All terms, covenants and conditions of this Agreement are contained herein and there are no other warranties, obligations, covenants or understandings between the parties other than those expressed herein.

16. Amendment. This Agreement may only be amended by a writing signed by the party(ies) to be bound.

17. Notices. All notices shall be in writing and sent by certified mail, return receipt

requested, to the following addresses:

<u>Employee Resource Center, Inc.</u>	<u>City of De Pere</u>
1151 Main Avenue De Pere, WI 54115	335 S. Broadway De Pere, WI 54115

18. <u>Severability.</u> In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed that such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect.

19. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

Employee Resource Center, Inc.

By: ____on _____/______/201___

Steven F. Baue, President

City of De Pere

By: ____on______/______/201___

Name: ______________________________ Title: __________________________

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: February 12, 2019

Re: Recommendation to approve contract with Employee Resource Center for EAP services

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Note: The Finance/Personnel Committee approved the below recommendation at the February 12, 2019 meeting.

The City of De Pere has utilized Employee Resource Center for EAP services for 20 + years. We continue to be very happy with the services they provide.

A full contract with ERC was last signed in 1993. A few years ago a new owner took over the company and they are now revising their contracts. There are some changes to the terms, but all are reasonable changes.

Therefore, I'm asking for your approval to approve the updated contract with ERC.

If you have any questions prior to the meeting, please contact me at 339-4045.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Fire Department**

FROM: **Lea Taylor**

SUBJECT: **Resolution #19-18 Ratifying Fire Department Public Safety Grant Application (Firehouse Subs Public Safety Foundation).**

Unanimously approved.

ATTACHMENTS:

- Reso19-18 (DOCX)
- GRANT AWARD FOR LUCAS 3 CHEST COMPRESSION SYSTEM (PDF)

RESOLUTION #19-18

RATIFYING FIRE DEPARTMENT PUBLIC SAFETY GRANT APPLICATION
(Firehouse Subs Public Safety Foundation)

WHEREAS, Firehouse Subs Public Safety Foundation provides grants to area first responders and public safety organizations for lifesaving equipment and prevention education tools through its public safety grant program; and

WHEREAS, the fire department is in need of an automatic cardio resuscitation device, Lucas 3 Chest Compression System; however the grant application submission deadline did not allow the department sufficient time to obtain prior approval of its grant application, requiring the department to submit its application and request ratification of its actions after the fact; and

WHEREAS, no City match is required in connection with the grant award; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the department in submitting the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council ratifies the submission of the grant application to the Firehouse Subs Public Safety Foundation grant program for the purposes specified above, and authorizes acceptance of the grant.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _______
Nays: _______

Memo

To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

From: Alan Matzke, Fire Chief AGM

Office of the Fire Chief

Date: February 6, 2019

Re: Consider Grant Award for Lucas 3 Chest Compression System

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De Pere Fire Rescue would like to respectfully request permission to retroactively apply for and accept a grant from the Firehouse Subs Public Safety Foundation Board of Directors in the amount of $15,619 for a Lucas 3 Chest Compression System.

The Lucas 3 Chest Compression System is an automatic cardio resuscitation device that replaced manual chest compressions delivered by a pre-hospital care provider. This device will be of great assistance to our emergency medical staff by preventing injury and fatigue. Much more importantly, the Lucas 3 Chest Compression System is the best and most consistent field applied resuscitation device for the patients that are in cardiac arrest by providing continuous uninterrupted compressions. The Lucas 3 Chest Compression System dramatically improves the delivery of blood to the brain and other vital life sustaining organs with each mechanical chest compression. This addition will greatly improve De Pere Fire Rescue's ability to deliver the most urgent cardiac care to our citizens and visitors in need.

Finally, the staff is already trained and is currently using two Lucas 3 Chest Compression Systems on both primary ambulances, which are housed at each respective fire station. No additional training or operational protocols will be necessary, once the device is placed aboard our ambulance. This device will be assigned to the third ambulance housed at the east side fire station.

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 20, 2019**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #19-19 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (AT&T Wireless Antennae Installation).**

The Board of Public Works, at the February 11, 2019 meeting, approved the engineering technical services regarding the installation of AT&T's wireless antennae facilities on Merrill water tower and moved to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

The City received a request from AT&T regarding installation of wireless antennae facilities on the City's Merrill Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by AT&T. Staff has received payment from AT&T for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the AT&T's wireless upgrade on the Merrill Street water tower.

ATTACHMENTS:

- Reso19-19 (DOCX)
- Exhibit 1-Dixon - Merrill Tower - AT&T- 1-10-19 (PDF)

RESOLUTION #19-19

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

WHEREAS, the City is in need of engineering technical services regarding AT&T wireless antenna facilities installation on the Merrill Street water tower; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreement for consulting services between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1, provided that AT&T has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

4811 S. 76th Street
Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

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

1.01 Payment

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Four Thousand Six Hundred** dollars **$4,600**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend a Precon Meeting, and Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban — December 3, 2018

PROPOSED by DIXON (Not a contract until approved by an officer) — PROPOSAL DATE

CONTRACT APPROVED by OWNER — POSITION — DATE

CO SIGNATURE (if required) — POSITION — DATE

CONTRACT APPROVED by DIXON OFFICER — EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

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

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

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

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

5.01 Termination

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

2. For Convenience,
   a. By OWNER effective upon the receipt of notice by DIXON.

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

6.01 Controlling Law

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

7.01 Successors, Assigns, and Beneficiaries

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

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

8.01 General Considerations

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

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

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

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

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

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

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

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

8.02 Severability

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

8.03 Headings

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

SCHEDULE A

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

I. Design Drawings and Structural Calculations Review:
   a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal are included.

II. Site Work for:
   a. Attend and participate in a Preconstruction Meeting.
   b. Perform Installation inspections as the project progresses and or a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

I. PAYMENT

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

i. Schedule A, Item I, Design Drawings and Structural Calculations Review, the lump sum of $**1,450**.

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

i. Schedule A, Item II

1. **(1)** Preconstruction Meeting $**1,050** per meeting
2. **(2)** Installation Inspections $**1,050** per inspection

II. INVOICES

a. Invoices will be compiled monthly.

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

Schedule C
Employee Billable Rates and Terms
Antennas and Western WI

Labor Class	Per Hour	Overtime Rate*
Principal	$250.00	
Project Manager	$150.00	$275.00
Registered Professional Engineer	$155.00	$277.50
Structural Engineer	$150.00	$240.00
CWI Welding RPR	$165.00	$275.00
Certified NACE RPR	$130.00-$145.00	$195.00-$217.50
NACE Level 2 or DIXON Level 3 RPR	$105.00-$135.00	$157.50-$202.50
NACE Level 1 or DIXON Level 2 RPR	$90.00-$115.00	$135.00-$162.00
Resident Project Representative – Level 1	$85.00-$95.00	$127.50-$142.50
Contract Support Staff	$110.00-$135.00	$165.00-$202.50
Expenses	**Metropolitan**	**Out-State**
Mileage	$0.70/mile + tolls	$0.60/mile
Lodging	$120.00 per diem	$110.00 per diem
Meals	$35.00 per diem	$30.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2019 (Revised: 09/20/2018)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Board of Public Works**

FROM: **Scott Thoresen**

SUBJECT: **Reso #19-20 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (2019 Ashwaubenon Creek Interceptor Abandonment).**

The Board of Public Works, at the February 11, 2019 meeting, approved the quote for 2019 Ashwaubenon Creek interceptor abandonment from Robert E Lee and Associates in the amount of $47,790.00 and moved to send it to Common Council for approval. The motion passed unanimously with a 5-0 vote.

ATTACHMENTS:

- Reso19-20 (DOCX)
- Consultant Agreement-RELee(2019 Ashwaubenon Creek Interceptor Abandonment)2-13-19-189-001-19 (DOCX)
- Exhibit A-REL Consultant Agreement (PDF)
- Exhibit B-REL Proposal_020119 (PDF)
- CI_BOPW_2019_Ashwaubenon_Creek_Interceptor_Abandonment_2-11-2019 (DOC)
- P- 2019 Ashwaubenon Creek Interceptor Abandonment Cedar Corp Proposal w Fee Schedule (PDF)

RESOLUTION #19-20

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2019 Ashwaubenon Creek Interceptor Abandonment)

WHEREAS, the City requires design and construction management services for the abandonment of the Ashwaubenon Creek Interceptor as part of the City's 2019 construction projects; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide qualified personnel and equipment necessary to accomplish such work within the required timeframe.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto, subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2019.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______
Nays:______

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC. (2019 Ashwaubenon Creek Interceptor Abandonment)

THIS AGREEMENT made and entered into this ___ day of ________________, 2019, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, City is in need of an engineering firm to perform design and project construction management services for the abandonment of the Ashwaubenon Creek Interceptor, constructed in 1962, as part of City's 2019 construction projects; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto, dated February 1, 2019 (Exhibit B), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide Consultant with information concerning the project, as more fully described in Exhibit A, including but not limited to record drawings of the Ashwaubenon Creek Interceptor Sewer construction and rehabilitation projects, assistance in locating manholes, parcel information in a CAD format, existing utility plans for adjacent roadways and televising (if feasible). City will also be responsible for preparation of bid documents and for solicitation of bids.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence for completion of the project as required under Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid by the City in a lump sum upon completion. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

<u>If to City</u>:
City Clerk-Treasurer
City of De Pere
335 South Broadway Street
De Pere, WI 54115

<u>If to Consultant</u>:
Robert E. Lee & Associates, Inc.
Attn: Jared G. Schmidt, P.E., V.P.
1250 Centennial Centre Boulevard
Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.	CITY OF DE PERE, WISCONSIN
By: ____________________________	By: ____
Name: Jared G. Schmidt, P.E. V.P. Civil/Municipal Engineering Manager	Michael J. Walsh, Mayor
By: ____________________________	By: ____
Name: __________________________	Shana D. Ledvina, Clerk-Treasurer

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Request for Proposals
For
2019 Ashwaubenon Creek Interceptor Abandonment

The City of De Pere would like to invite your firm to submit a proposal for the design, plan and specification preparation, and project management of the 2019 Ashwaubenon Creek Interceptor Abandonment.

Your proposal must be submitted to our office by Friday, February 1, 2019 at 3:00 p.m. Proposals can be submitted via email to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

The Ashwaubenon Creek Interceptor sewer was built in 1962. Since then, an upsized sewer was built in 1996 running a similar alignment along the Ashwaubenon Creek. The original sewer was abandoned in some locations to accommodate the new sewer construction in 1996. However, the majority of the existing 1962 sewer remains in place, only plugged where it intersected with the new sewer, and yet to be abandoned. The City estimates approximately 7,000 linear feet of the 1962 Ashwaubenon Creek Interceptor remains in place, not fully abandoned.

The 1962 Ashwaubenon Creek Interceptor ranges in size from 36-inches in diameter down to 21-inches in diameter. It flows from south to north starting at Glory Road, along either side of the Ashwaubenon Creek, past Parkview Road, under Ashland Road and the CN railroad just south of where the Ashwaubenon Creek crosses, across S. Broadway Street to the north side of Leonard Street to the Wastewater Treatment Plant. The sewer crosses the Ashwaubenon Creek in four different locations. Three of the crossings are within 6-inch thick, 20-inch, reinforced concrete encased pipe. The fourth creek crossing is within a 21-inch pipe with a pit run sand and filled with rubble fill graded to one-inch to 8-inch over the top half of the pipe to eight-inches above the pipe.

As part of this work, the City would like to receive proposals to abandon the original 1962 interceptor sewer, dispose of the sewer's contents (if applicable), and abandon the sewer with flowable fill. Based on this recommendation and design, the City plans to bid the abandonment of the 1962 Ashwaubenon Creek Interceptor for 2019 construction.

SCOPE OF SERVICES:

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

- Survey of existing facilities
- Complete the final design of the Ashwaubenon Creek Interceptor Abandonment.
- Provide detailed plans and details for the inclusion in the City Project.
- Provide technical specifications.
- Provide bid items and cost estimate.

Services are to also include construction administration and inspection services for the Ashwaubenon Creek Interceptor Abandonment. The City estimates approximately eight weeks of construction administration consisting of answering bidder's questions, shop drawing review, and on-site inspection. The construction window for this project is between June 3 and November 1, 2019.

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

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

The majority of correspondence and review will be completed via email.

SCHEDULING:

The received proposals for the Ashwaubenon Creek Interceptor Abandonment will be taken to the February 11, 2019 Board of Public Works meeting for consideration and approval.

The design and project management for the abandonment of the Ashwaubenon Creek Interceptor is to be completed under this proposal. The design, plan and specification preparation will need to be completed by April 5, 2019 for bidding purposes under City of De Pere Project 19-14 Ashwaubenon Creek Interceptor Abandonment. The City plans to advertise Project 19-14 Ashwaubenon Creek Interceptor Abandonment on April 12 and 19 and open bids on May 2, 2019. After bids are opened, Project 19-14 will go to the Board of Public Works on May 13, 2019 and Common Council on May 21, 2019 for consideration and award of the bid.

A segment of the Ashwaubenon Creek Interceptor approximately 300 feet in length may be abandoned in conjunction Parkview Road Intersection Reconstruction during WisDOT State Project Number 4190-16-73 and City of De Pere Project Number 19-01 Sewer and Water Relay and Street Resurfacing. This segment of sewer is located within the Parkview Road right-of-way.

Once the project is awarded, the City anticipates the contracts to be finalized and construction to be completed between the dates of June 3 and November 1, 2019 under the inspection of the selected firm. Of this time, the City anticipates 8 weeks of construction administration.

INSURANCE:

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

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

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

DELIVERY:

The deliverables for the project includes the following:

1. Plans and details in AutoCAD and .pdf for insertion in the bid documents for the Ashwaubenon Creek Interceptor Abandonment project. The City will online bid the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding the interceptor abandonment in a Microsoft Word document.
3. Provide bid items, quantities, and an engineer's estimate for the interceptor abandonment. The bid items are to be provided in a Microsoft Word document. The engineer's estimate is to be provided in a Microsoft Excel spreadsheet.
4. Provide hard copy documentation and electronic files including photos of inspection notes and findings.
5. Provide regulatory approvals.
6. At the project's completion, provide record drawings of the work completed.

The City will prepare the bid documents and will bid the Ashwaubenon Creek Interceptor Abandonment. The plans and details 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 documents. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant for the Ashwaubenon Creek Interceptor Abandonment:

1. Copies of record drawings for the 1962 Ashwaubenon Creek Interceptor Sewer construction, the 1996 Ashwaubenon Creek Interceptor construction, and the 2010 Ashwaubenon Creek Interceptor Rehabilitation project.
2. Assist in locating existing manholes.
3. Parcel information in a CAD format.
4. Existing utility plans for adjacent roadways.
5. Televising (if feasible).

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:____

Company Address:______________________________________

Company Address:______________________________________

Company Representative:__________________________________

Signature:____

Fee (Total):____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	$	$
B	Planset Preparation	1	LS	$	$
C	Technical Specification Preparation	1	LS	$	$
D	Attend Preconstruction Meeting	1	LS	$	$
E	Review Shop Drawing Submittals	1	LS	$	$
F	Perform Construction Administration (Estimate)	40	HR	$	$
G	Perform Construction Observation (Estimate)	320	HR	$	$
H	Design / Progress Meetings	3	EA	$	$
I	Complete Record Drawings	1	LS	$	$
				TOTAL PROPOSAL COST	$

Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services
1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

February 1, 2019

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

RE: Request for Proposal ⅄ 2019 Ashwaubenon Creek Interceptor Abandonment

Dear Mr. Rakers:

Robert E. Lee & Associates, Inc., (REL) is pleased to submit this proposal to assist the City of De Pere (the City) with the design, bidding, and provide construction services for the 2019 Ashwaubenon Creek Interceptor Abandonment project. It is REL's understanding that the City's desire is to abandon the interceptor sewer that was originally installed in 1962.

REL intends to self-perform the entire scope of work requested within this proposal from its Green Bay area office. The requested scope of work encompasses tasks that REL is very familiar with. Our team will be led by Lee Novak, P.E. and Paul Welter, Senior Project Manager, each having more than 30 years of experience with sanitary sewer, specifically interceptor sewers. Paul and Lee will then be supported by the full staff of REL as needed. Their history and knowledge will be invaluable when it comes to the process and procedure of abandoning the existing line.

Services REL will provide will be consistent with the requirements presented within the Request for Qualifications received January 11, 2019, following the project scope and schedule outlined, and reiterated on the following page.

REL will provide/complete the following for this Project:

- Complete a field survey of the structures to be abandoned
- Provide detailed plans and details for the abandonment
- Provide technical specifications with bid items
- Provide shop drawing review

- Attend (4) four meetings: kickoff meeting, preliminary design meeting, final design, and preconstruction meeting. The majority of correspondence and review may be completed via e-mail
- Provide construction services to include Construction Administration and Observation
- Deliver plans in AutoCAD and.PDF for insertion in the bid documents (11x17 PDF plan set)
- Provide record drawings of the project

We understand the City will prepare the bid documents and bid the Project 19-14 Ashwaubenon Creek Interceptor Abandonment. Additionally, the City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

It is assumed that the City will provide the following information:

- Parcel information in CAD format
- Assist in locating existing manholes
- Copies of Record Drawings for the 1962, 1996, and 2010 Ashwaubenon Creek Interceptor projects
- Existing utility plans for adjacent roadways
- Televising reports, as feasible

REL will complete the required scope of work for the fees identified on the attached proposed fee schedule. REL greatly appreciates the opportunity to offer this proposal to the City of De Pere, and continue our long-standing relationship. Please feel free to contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

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

JGS/JME

ENC.

Proposed Fee Schedule

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

Company Address: 1250 Centennial Centre Blvd

Company Address: Hobart, WI 54155

Company Representative: Jared G. Schmidt, P.E., V.P

Signature:

Fee (Total): $47,790

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	$2,800	$2,800
B	Planset Preparation	1	LS	$9,200	$9,200
C	Technical Specification Preparation	1	LS	$1,625	$1,625
D	Attend Preconstruction Meeting	1	LS	$375	$375
E	Review Shop Drawing Submittals	1	LS	$750	$750
F	Perform Construction Administration (Estimate)	40	HR	$105	$4,200
G	Perform Construction Observation (Estimate)	320	HR	$82	$26,240
H	Design / Progress Meetings	3	EA	$400	$1,200
I	Complete Record Drawings	1	LS	$1,400	$1,400
				TOTAL PROPOSAL COST	$47,790

City of De Pere
Public Works Department Memo

To:	Honorable Mayor Walsh Members of the Board of Public Works
From:	Eric Rakers, P.E., City Engineer
Date:	February 11, 2019
Subject:	Consider Quote for 2019 Ashwaubenon Creek Interceptor Abandonment*

The Engineering Department received design proposals for the 2019 Ashwaubenon Creek Interceptor Abandonment that will be completed in conjunction with the City's 2019 construction projects. This proposal consists of design and construction management of the abandonment of the old Ashwaubenon Creek Interceptor which was replaced in 1996. The following quotes were received for consideration:

Materials Testing	**Estimate**
Robert E. Lee & Associates, Inc.	$47,790.00
Cedar Corporation	$53,310.00

The actual amount for the proposal will vary based on the amount of construction management services required, which is dependent on the length of time for construction.

Staff requested a third proposal from Mead and Hunt. However, two days prior to the proposal deadline, Mead and Hunt informed staff that they would not deliver a quote for this work as they do not have the capacity to provide the necessary services this summer.

The budgeted amount from the capital improvement budget for the engineering is $83,000. Funding will be from the sewage revenue fund.

The staff recommendation is to accept the proposal from Robert E. Lee & Associates, Inc. for the 2019 Ashwaubenon Creek Interceptor Abandonment for an estimated amount of $47,790.00. Funds for this work are budgeted in the sewerage revenue fund.

Attachments:

REL Proposal	Merged Proposal_020119 (PDF)
Cedar Proposal	P- 2019 Ashwaubenon Creek Interceptor Abandonment Cedar Corp Proposal w Fee Schedule (PDF)

Cedar corporation

1695 Bellevue Street
Green Bay, WI 54311

engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

January 30, 2019

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

c: erakers@mail.de-pere.org

RE: Letter Proposal – Engineering Services
City of De Pere – 2019 Ashwaubenon Creek Interceptor Abandonment

Dear Eric:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with design, plan and specification preparation, and construction services for the proposed 2019 Ashwaubenon Creek Interceptor Abandonment.

Cedar has been in business since 1975. We have completed numerous projects that involved sanitary sewer abandonment such as yours. Cedar has the staff and resources to complete the City's project within the required schedule.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on January 11, 2019, a site visit, and our meeting with you on January 23, 2019, we have the following project understanding.

The City of De Pere would like to abandon the original 1962 interceptor sewer (approximately 7,000 feet), dispose of the sewer's contents (if applicable), and abandon the sewer and structures with a flowable fill. Based on this request and the design completed by Cedar, the City plans to bid the abandonment of the 1962 Ashwaubenon Creek Interceptor for 2019 construction.

We also understand some of the areas may be abandoned with two Projects being completed in 2019: Parkview Road Intersection Reconstruction with WisDOT, and the City of De Pere Project 19-01 Sewer and Water Relay and Street Resurfacing. All of these Projects will be coordinated with the City.

All manholes and sanitary sewer will be abandoned with a flowable fill; structures will be broken down 5 feet below grade and restoration with like materials.

SCOPE OF SERVICES

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

- Survey of existing manhole facilities with GPS data including pictures of each site to be utilized in the design and restoration. This is not a full topographic field survey of the area and access.

- Inspect each manhole structure for depth, flow line elevations, other pipes entering the structure, and to verify the pipe sizes.
- Complete a site visit to review all access for construction equipment and determine if additional clearing and grubbing is required.
- Complete the design of the Ashwaubenon Creek Interceptor Abandonment.
- Provide plans using aerial data for the access routes, locations of the abandonment and restoration details for the inclusion in the City Project.
- Provide technical specifications for the inclusion in the City Project.
- Contact the regulatory agencies for comments regarding necessary permitting based on discussion with the City staff. If permits are required, prepare the applications. All permit fees will be the responsibility of the City.
- Provide bid items and a preliminary cost estimate.
- Attend the Preconstruction Meeting.
- Provide approximately eight weeks of construction administration consisting of answering contractor's questions during construction, review payment requests prepared by others, prepare change orders as necessary, and shop drawing review
- Perform construction observation for an eight-week period.
- Provide record drawings from information provided by the contractor.

In addition, three (3) design meetings will consist of the following:

- Kickoff meeting, including review of the site to verify the approach and existing conditions.
- Two design review meetings — Preliminary Design and Final Design.

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

DELIVERY

Cedar will provide the deliverables for the project, as outlined in the Delivery section of the RFP. Our deliverables will be provided in the following formats:

1. Construction plans and details will be in AutoCAD Civil 3D .dwg format.
   Electronic submittals will be in .pdf format.
   (The City will online bid the Project with the 11" x 17" .pdf plan set.)
2. Technical specifications for bidding in Microsoft Word format.
3. Bid items, quantities, engineer's estimates in Microsoft Word and/or Excel format.
4. Hard copy documentation and electronic files including photos of inspection notes and findings.
5. Regulatory approvals.
6. At the project's completion, record drawings of the work completed.

OWNER RESPONSIBILITIES

Cedar understands that the City of De Pere will be responsible for and/or provide the following information to the Consultant for the Ashwaubenon Creek Interceptor Abandonment:

- Copies of record drawings for the 1962 Ashwaubenon Creek Interceptor Sewer construction, the 1996 Ashwaubenon Creek Interceptor construction, and the 2010 Ashwaubenon Creek Interceptor Rehabilitation project.
- Provide access to each manhole and assist with City staff in locating existing manholes.
- Provide tree removal on the access routes to allow construction equipment to complete the work, if necessary.
- Provide easement and right of way documentation for access.
- Parcel information in a CAD format.
- Existing and proposed utility plans for adjacent roadways.
- Televising of the sanitary sewer, if feasible.
- Permit fees, if necessary.
- Wetland delineation, if necessary.
- City will notify the Village of Ashwaubenon of the proposed Project.

The City will prepare the bid documents and will bid the Ashwaubenon Creek Interceptor Abandonment. The plans and details will be inserted into a City plan set with the City providing the cover sheet. Additionally, the City will insert the technical specifications into the bid documents. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

SCHEDULE

Cedar is prepared to complete the projects based on the Scheduling information listed in the RFP. The proposed Schedule is as follows:

February 1, 2019	Proposals Due
February 11, 2019	Review & Approval — Board of Public Works
February 2019	Project Kickoff Meeting — End of Month
February–April 2019	Design/Permit Phase
April 5, 2019*	Final Plans & Project Advertisement for April 12 and 19
April 12, 2019*	Final Plans & Specifications posted on QuestCDN.com (by City); Final Construction Cost Estimate
May 2, 2019*	Construction Bid Opening
May 13, 2019	Award of Construction Bid — Board of Public Works
May 21, 2019	Award of Construction Bid — Common Council
June 3, 2019	Construction Commence (8 weeks of Administration/Observation)
November 1, 2019	Construction Completed

* Based on the current weather, an extension may be requested to allow access to the existing system for the site investigation and fieldwork.

FEE

Cedar proposes to complete the work scope as identified on the Proposal Fee Schedule in the RFP and attached to this proposal.

INSURANCE

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

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing the agreement utilized on previous Cedar Project for review and execution by Cedar.

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

Sincerely,

CEDAR CORPORATION

Thad M. Majkowski, P.E.
Director

TMM/cap

Attachment: Proposal Fee Schedule

cc: Chase Kuffel, P.E., Assistant City Engineer, City of De Pere (ckuffel@mail.de-pere.org)
Dean Zanon, P.E., Cedar Corporation

Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, P.E.

Signature: Thad Majkowski

Fee (Total): $53,310

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work / MH Inspection	1	LS	$ 3,700	$ 3,700
B	Planset Preparation	1	LS	$ 13,500	$ 13,500
C	Technical Specification Preparation	1	LS	$ 1,900	$ 1,900
D	Attend Preconstruction Meeting	1	LS	$ 550	$ 550
E	Review Shop Drawing Submittals	1	LS	$ 890	$ 890
F	Perform Construction Administration (Estimate)	40	HR	$ 95	$ 3,800
G	Perform Construction Observation (Estimate)	320	HR	$ 81	$ 25,920
H	Design / Progress Meetings	3	EA	$ 600	$ 1,800
I	Complete Record Drawings	1	LS	$ 1,250	$ 1,250
				TOTAL PROPOSAL COST	$ 53,310

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Confirmation of Appointment to City Clerk and Confirmation of Appointment to Treasurer.**

ATTACHMENTS:

- Confirmation of appointment to City Clerk and Confirmation of appointment to Treasurer (DOCX)

Memo City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor

RE: Confirmation of Appointment to City Clerk and Confirmation of Appointment to Treasurer

Date: February 12, 2019

Note: At the February 12th Finance/Personnel Committee meeting the committee unanimously approved the recommendations as noted below.

Contingent on the charter ordinance being adopted/revised, which will separate the duties of Clerk and Treasurer, I am recommending two appointments and asking for your confirmation.

1. I am appointing current Deputy Clerk, Carey Danen, to City Clerk. Ms. Danen has been the Deputy Clerk with the City since 2013 and has done a fantastic job in her role.
2. I am also appointing Finance Director, Joe Zegers, to the Treasurer role in which he will then be the Finance Director/Treasurer. Mr. Zegers has been performing most of the Treasurer duties previously. As noted in the earlier memo, it is common for the Finance Director to also be the Treasurer.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **February 20, 2019**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Ledvina**

SUBJECT: **Operator License Applications.**

ATTACHMENTS:

- 2-20-19 (PDF)

CITY OF DE PERE

License Committee - February 20, 2019

Previously Tabled Operator License Applications	
1	HERMANS, HEATH H.
2	JOSEPHSON, ASHLEY R.
3	MARRA, ANTHONY J.
4	MC ELRONE, GREGORY R.

New Operator License Applications	
1	BRAUN, CHASE R.
2	DUAIME, ALEX B.
3	FREWARD, DAISY A.L.
4	JAROS, NICHOLAS R.H.
5	LITTS, MICHELE L.
6	PIONTEK, MORGAN E.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**February 20, 2019**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 2-20-19 VOUCHERS (PDF)

2/13/2019 2:07 PM A / P CHECK REGISTER PAGE: 1

PACKET: 06037 FEB 2019 COUNCIL - 2 2-20-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7842	ACCENTS IMAGE WEEAR							
	I-18303-IN	ACCENTS IMAGE WEEAR	R	2/20/2019		22.00CR	087915	22.00
6426	ACL							
	I-A6616-201901-0	ACL	R	2/20/2019		112.45CR	087916	112.45
7583	ADVANCE AUTO PARTS							
	I-6339-267407	ADVANCE AUTO PARTS	R	2/20/2019		32.79CR	087917	32.79
6802	ADVANCED DISPOSAL							
	I-B80000652812	ADVANCED DISPOSAL	R	2/20/2019		266.04CR	087918	266.04
0302	AIRGAS USA LLC							
	I-9959054124	AIRGAS USA LLC	R	2/20/2019		156.31CR	087919	
	I-9959054125	AIRGAS USA LLC	R	2/20/2019		220.42CR	087919	376.73
0007	AMBROSIUS SALES & SERVICE							
	I-9874	AMBROSIUS SALES & SERVICE	R	2/20/2019		113.76CR	087920	113.76
1	ARENDT, ALOUIS & VIRGINIA							
	I-201902119079	MAIL	R	2/20/2019		34.74CR	087921	34.74
7507	DEBORAH ARMBRUSTER							
	I-201902119080	DEBORAH ARMBRUSTER	R	2/20/2019		89.58CR	087922	
	I-201902119111	DEBORAH ARMBRUSTER	R	2/20/2019		193.82CR	087922	283.40
4791	AT&T							
	I-WIOR647LSB1218	AT&T	R	2/20/2019		258.30CR	087923	258.30
0020	BADGERLAND PRINTING INC							
	I-32878	BADGERLAND PRINTING INC	R	2/20/2019		69.00CR	087924	69.00
0027	BAY TOWEL INC							
	I-2776403	BAY TOWEL INC	R	2/20/2019		106.12CR	087925	
	I-2778988	BAY TOWEL INC	R	2/20/2019		163.22CR	087925	
	I-2780783	BAY TOWEL INC	R	2/20/2019		102.94CR	087925	
	I-2785195	BAY TOWEL INC	R	2/20/2019		102.94CR	087925	
	I-2787784	BAY TOWEL INC	R	2/20/2019		87.59CR	087925	562.81
6849	BONGERS, ERIN							
	I-201902119081	BONGERS, ERIN	R	2/20/2019		73.66CR	087926	73.66

Attachment: 2-20-19 VOUCHERS (7926 : Voucher Approval.)

2/13/2019 2:07 PM A / P CHECK REGISTER PAGE: 2

PACKET: 06037 FEB 2019 COUNCIL - 2 2-20-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3008	BOUND TREE MEDICAL LLC							
	I-83098796	BOUND TREE MEDICAL LLC	R	2/20/2019		585.97CR	087927	585.97
0038	BROADWAY AUTOMOTIVE INC							
	I-442560P	BROADWAY AUTOMOTIVE INC	R	2/20/2019		105.36CR	087928	
	I-930709P	BROADWAY AUTOMOTIVE INC	R	2/20/2019		16.48CR	087928	
	I-935428	BROADWAY AUTOMOTIVE INC	R	2/20/2019		1,681.72CR	087928	1,803.56
2944	BROWN COUNTY JAIL							
	I-201902119082	BROWN COUNTY JAIL	R	2/20/2019		1,560.00CR	087929	1,560.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-39404	BROWN COUNTY PORT SOLID WASTE	R	2/20/2019		21,391.04CR	087930	21,391.04
6724	CARAHSOFT TECHNOLOGY CORP							
	I-12666957	CARAHSOFT TECHNOLOGY CORP	R	2/20/2019		11,970.00CR	087931	11,970.00
0536	CDW GOVERNMENT INC							
	I-QTQ4919	CDW GOVERNMENT INC	R	2/20/2019		226.48CR	087932	
	I-QTV3507	CDW GOVERNMENT INC	R	2/20/2019		109.42CR	087932	
	I-QTZ2006	CDW GOVERNMENT INC	R	2/20/2019		791.01CR	087932	
	I-QVG0184	CDW GOVERNMENT INC	R	2/20/2019		791.01CR	087932	
	I-QVN5105	CDW GOVERNMENT INC	R	2/20/2019		113.24CR	087932	
	I-QVP3093	CDW GOVERNMENT INC	R	2/20/2019		182.40CR	087932	
	I-QVZ1803	CDW GOVERNMENT INC	R	2/20/2019		369.78CR	087932	
	I-QWJ2794	CDW GOVERNMENT INC	R	2/20/2019		1,130.37CR	087932	
	I-QWV2699	CDW GOVERNMENT INC	R	2/20/2019		3,034.05CR	087932	6,747.76
6575	CEDAR CORP							
	I-98434	CEDAR CORP	R	2/20/2019		300.00CR	087933	
	I-98435	CEDAR CORP	R	2/20/2019		1,600.00CR	087933	1,900.00
2708	CLEANING SOLUTION SERVICES INC							
	I-18749	CLEANING SOLUTION SERVICES INC	R	2/20/2019		1,381.14CR	087934	
	I-18750	CLEANING SOLUTION SERVICES INC	R	2/20/2019		1,690.63CR	087934	
	I-18752	CLEANING SOLUTION SERVICES INC	R	2/20/2019		1,376.20CR	087934	4,447.97
7337	COMPASS MINERALS AMERICA							
	I-393614	COMPASS MINERALS AMERICA	R	2/20/2019		14,485.12CR	087935	
	I-393949	COMPASS MINERALS AMERICA	R	2/20/2019		21,801.18CR	087935	36,286.30
0217	COUNTRY VISIONS COOPERATIVE							
	I-7879	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		5.77CR	087936	
	I-7899	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		12.65CR	087936	
	I-9174	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		33.22CR	087936	
	I-9180	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		27.81CR	087936	
	I-9215	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		22.00CR	087936	
	I-9307	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		65.86CR	087936	
	I-9316	COUNTRY VISIONS COOPERATIVE	R	2/20/2019		26.29CR	087936	193.60

Attachment: 2-20-19 VOUCHERS (7926 : Voucher Approval)

2/13/2019 2:07 PM A / P CHECK REGISTER PAGE: 3

PACKET: 06037 FEB 2019 COUNCIL - 2 2-20-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0917	RICK W DE WEERT							
	I-201902119084	RICK W DE WEERT	R	2/20/2019		40.09CR	087937	40.09
7101	KELLY DEMENY							
	I-201902119083	KELLY DEMENY	R	2/20/2019		71.99CR	087938	71.99
0075	DIGGERS HOTLINE INC							
	I-190136402 PP1	DIGGERS HOTLINE INC	R	2/20/2019		158.40CR	087939	158.40
7753	ECS MIDWEST LLC							
	I-703864 B	ECS MIDWEST LLC	R	2/20/2019		50.00CR	087940	
	I-708994	ECS MIDWEST LLC	R	2/20/2019		266.20CR	087940	316.20
5634	EGOV STRATEGIES LLC							
	I-8-2636	EGOV STRATEGIES LLC	R	2/20/2019		2,056.00CR	087941	2,056.00
6981	EMC INSURANCE COMPANIES							
	I-D-95370522	EMC INSURANCE COMPANIES	R	2/20/2019		145,932.73CR	087942	145,932.73
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2045773	EMERGENCY MEDICAL PRODUCTS INC	R	2/20/2019		369.52CR	087943	
	I-2046144	EMERGENCY MEDICAL PRODUCTS INC	R	2/20/2019		207.81CR	087943	
	I-2046747	EMERGENCY MEDICAL PRODUCTS INC	R	2/20/2019		320.31CR	087943	897.64
0086	ERC INC							
	I-ERC-0119-0243	ERC INC	R	2/20/2019		426.00CR	087944	426.00
7422	EXCEL UNDERGROUND LLC							
	I-6693	EXCEL UNDERGROUND LLC	R	2/20/2019		2,215.40CR	087945	2,215.40
0200	FIRST SUPPLY LLC							
	I-11538901-00	FIRST SUPPLY LLC	R	2/20/2019		57.02CR	087946	
	I-11543439-00	FIRST SUPPLY LLC	R	2/20/2019		162.31CR	087946	219.33
3304	FISCHER-ULMAN CONST INC							
	I-18-05 (4-FINAL)	FISCHER-ULMAN CONST INC	R	2/20/2019		3,306.63CR	087947	3,306.63
5012	FORD MOTOR CREDIT DEPT 43401							
	I-1619418	FORD MOTOR CREDIT DEPT 43401	R	2/20/2019		23,537.25CR	087948	23,537.25
0562	GALLS LLC							
	I-11640089	GALLS LLC	R	2/20/2019		115.00CR	087949	
	I-11693913	GALLS LLC	R	2/20/2019		190.00CR	087949	
	I-11727847	GALLS LLC	R	2/20/2019		26.00CR	087949	
	I-11787898	GALLS LLC	R	2/20/2019		54.00CR	087949	
	I-11809739	GALLS LLC	R	2/20/2019		65.70CR	087949	
	I-9068276360	GALLS LLC	R	2/20/2019		101.29CR	087949	
	I-OR11332224	GALLS LLC	R	2/20/2019		729.00CR	087949	1,280.99

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5349	GLIME, RYAN							
	I-201902119094	GLIME, RYAN	R	2/20/2019		28.00CR	087950	28.00
0119	GREATER GREEN BAY CHAMBER							
	I-175821	GREATER GREEN BAY CHAMBER	R	2/20/2019		3,893.00CR	087951	3,893.00
0124	GREEN BAY CITY TREASURER							
	I-116937	GREEN BAY CITY TREASURER	R	2/20/2019		34,714.75CR	087952	34,714.75
7882	GREEN ROOM, THE							
	I-20190105	GREEN ROOM, THE	R	2/20/2019		1,000.00CR	087953	1,000.00
6608	GROTH, TRISTA							
	I-201902119085	GROTH, TRISTA	R	2/20/2019		38.19CR	087954	38.19
6896	HALLAM, JOHN							
	I-201902119086	HALLAM, JOHN	R	2/20/2019		92.83CR	087955	92.83
4902	HALRON LUBRICANTS INC							
	I-1046942-00	HALRON LUBRICANTS INC	R	2/20/2019		166.04CR	087956	
	I-1049861-00	HALRON LUBRICANTS INC	R	2/20/2019		94.42CR	087956	260.46
0446	HAWKINS INC							
	I-4434763	HAWKINS INC	R	2/20/2019		4,569.20CR	087957	4,569.20
6209	HOLCOMB, RUSS							
	I-201902119087	HOLCOMB, RUSS	R	2/20/2019		126.56CR	087958	126.56
5535	HOLUBAR CONST CO INC							
	I-4436	HOLUBAR CONST CO INC	R	2/20/2019		1,150.00CR	087959	1,150.00
1399	INDOFF INC							
	I-3203486	INDOFF INC	R	2/20/2019		161.64CR	087960	
	I-3205180	INDOFF INC	R	2/20/2019		96.30CR	087960	
	I-3206073	INDOFF INC	R	2/20/2019		141.96CR	087960	
	I-3206551	INDOFF INC	R	2/20/2019		82.58CR	087960	
	I-3207966	INDOFF INC	R	2/20/2019		52.37CR	087960	
	I-3208227	INDOFF INC	R	2/20/2019		100.11CR	087960	634.96
4725	INTERSTATE POWER SYSTEMS INC							
	I-R041017775:01	INTERSTATE POWER SYSTEMS INC	R	2/20/2019		1,789.58CR	087961	1,789.58

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VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7883	JOBSINGREENBAY.COM							
	I-210863	JOBSINGREENBAY.COM	R	2/20/2019		1,500.00CR	087962	1,500.00
2602	JOSSART BROTHERS INC							
	I-878	JOSSART BROTHERS INC	R	2/20/2019		2,288.50CR	087963	2,288.50
1276	JX ENTERPRISES INC							
	I-1419796S	JX ENTERPRISES INC	R	2/20/2019		917.92CR	087964	
	I-1420068S	JX ENTERPRISES INC	R	2/20/2019		2,140.70CR	087964	
	I-1456268P	JX ENTERPRISES INC	R	2/20/2019		38.08CR	087964	
	I-1466839P	JX ENTERPRISES INC	R	2/20/2019		8.79CR	087964	
	I-1467845P	JX ENTERPRISES INC	R	2/20/2019		104.98CR	087964	
	I-1467847P	JX ENTERPRISES INC	R	2/20/2019		29.97CR	087964	
	I-1469427P	JX ENTERPRISES INC	R	2/20/2019		101.99CR	087964	
	I-1469429P	JX ENTERPRISES INC	R	2/20/2019		70.99CR	087964	
	I-1469532P	JX ENTERPRISES INC	R	2/20/2019		25.58CR	087964	
	I-1469840P	JX ENTERPRISES INC	R	2/20/2019		39.18CR	087964	3,478.18
7269	K KELLY INC							
	I-HS-1171	K KELLY INC	R	2/20/2019		550.00CR	087965	550.00
4584	KRUCZEK CONST INC							
	I-18-14 (3)	KRUCZEK CONST INC	R	2/20/2019		215,252.85CR	087966	215,252.85
7884	CHASE KUFFEL							
	I-201902119089	CHASE KUFFEL	R	2/20/2019		7.42CR	087967	7.42
3140	KUNDINGER FLUID POWER INC							
	I-50522060	KUNDINGER FLUID POWER INC	R	2/20/2019		9.81CR	087968	
	I-50525526	KUNDINGER FLUID POWER INC	R	2/20/2019		103.70CR	087968	113.51
0153	LAFORCE INC							
	I-1087327	LAFORCE INC	R	2/20/2019		579.00CR	087969	579.00
0154	LAMERS BUS LINES INC							
	I-201902119090	LAMERS BUS LINES INC	R	2/20/2019		270.75CR	087970	270.75
0157	LEAGUE OF WI MUNICIPALITIES							
	I-24701 2019	LEAGUE OF WI MUNICIPALITIES	R	2/20/2019		2,000.00CR	087971	2,000.00
7563	MATTHEW LECLAIR							
	I-201902119091	MATTHEW LECLAIR	R	2/20/2019		125.00CR	087972	125.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7875	LF GEORGE INC							
	I-IC66759	LF GEORGE INC	R	2/20/2019		273.18CR	087973	273.18
7444	SARA LORNSON							
	I-201902119092	SARA LORNSON	R	2/20/2019		124.70CR	087974	
	I-201902119093	SARA LORNSON	R	2/20/2019		27.10CR	087974	151.80
6198	MAILFINANCE							
	I-H7541090	MAILFINANCE	R	2/20/2019		330.00CR	087975	330.00
7730	MCKESSON MEDICAL SURGICAL							
	I-45348010	MCKESSON MEDICAL SURGICAL	R	2/20/2019		23.00CR	087976	23.00
0173	MENARDS INC							
	I-40644	MENARDS INC	R	2/20/2019		9.98CR	087977	
	I-41441	MENARDS INC	R	2/20/2019		103.04CR	087977	
	I-42175	MENARDS INC	R	2/20/2019		13.33CR	087977	
	I-42188	MENARDS INC	R	2/20/2019		9.68CR	087977	
	I-42232	MENARDS INC	R	2/20/2019		75.94CR	087977	
	I-42240	MENARDS INC	R	2/20/2019		106.34CR	087977	
	I-42387	MENARDS INC	R	2/20/2019		698.19CR	087977	
	I-42445	MENARDS INC	R	2/20/2019		31.28CR	087977	
	I-42499	MENARDS INC	R	2/20/2019		19.55CR	087977	
	I-42556	MENARDS INC	R	2/20/2019		4.95CR	087977	1,072.28
7793	CITY OF MENASHA							
	I-15052	CITY OF MENASHA	R	2/20/2019		8,350.00CR	087978	8,350.00
0776	MOTOROLA							
	I-16031582	MOTOROLA	R	2/20/2019		2,001.11CR	087979	2,001.11
7785	DEAN MOUREAU							
	I-201902119095	DEAN MOUREAU	R	2/20/2019		125.00CR	087980	125.00
0183	MUNICIPAL TREASURERS ASSOC OF WI							
	I-201902119096	MUNICIPAL TREASURERS ASSOC OF	R	2/20/2019		55.00CR	087981	55.00
1475	MUNICODE							
	I-323847	MUNICODE	R	2/20/2019		1,013.92CR	087982	1,013.92
3191	NCI							
	I-AT12216	NCI	R	2/20/2019		74.85CR	087983	74.85

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VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0531	NORTHEAST AUTO PARTS INC							
	C-337109	NORTHEAST AUTO PARTS INC	R	2/20/2019		18.00	087984	
	C-337247	NORTHEAST AUTO PARTS INC	R	2/20/2019		5.89	087984	
	C-337262	NORTHEAST AUTO PARTS INC	R	2/20/2019		22.20	087984	
	I-336829	NORTHEAST AUTO PARTS INC	R	2/20/2019		45.93CR	087984	
	I-336844	NORTHEAST AUTO PARTS INC	R	2/20/2019		160.99CR	087984	
	I-336861	NORTHEAST AUTO PARTS INC	R	2/20/2019		79.99CR	087984	
	I-336886	NORTHEAST AUTO PARTS INC	R	2/20/2019		156.96CR	087984	
	I-336948	NORTHEAST AUTO PARTS INC	R	2/20/2019		31.99CR	087984	
	I-336952	NORTHEAST AUTO PARTS INC	R	2/20/2019		46.68CR	087984	
	I-337025	NORTHEAST AUTO PARTS INC	R	2/20/2019		176.89CR	087984	
	I-337037	NORTHEAST AUTO PARTS INC	R	2/20/2019		29.25CR	087984	
	I-337048	NORTHEAST AUTO PARTS INC	R	2/20/2019		184.95CR	087984	
	I-337090	NORTHEAST AUTO PARTS INC	R	2/20/2019		8.58CR	087984	
	I-337103	NORTHEAST AUTO PARTS INC	R	2/20/2019		173.99CR	087984	
	I-337195	NORTHEAST AUTO PARTS INC	R	2/20/2019		31.35CR	087984	
	I-337203	NORTHEAST AUTO PARTS INC	R	2/20/2019		41.30CR	087984	
	I-337206	NORTHEAST AUTO PARTS INC	R	2/20/2019		6.49CR	087984	
	I-337209	NORTHEAST AUTO PARTS INC	R	2/20/2019		33.59CR	087984	
	I-337223	NORTHEAST AUTO PARTS INC	R	2/20/2019		17.67CR	087984	
	I-337240	NORTHEAST AUTO PARTS INC	R	2/20/2019		12.10CR	087984	
	I-337246	NORTHEAST AUTO PARTS INC	R	2/20/2019		130.56CR	087984	
	I-337252	NORTHEAST AUTO PARTS INC	R	2/20/2019		48.78CR	087984	1,371.95
VOID	VOID CHECK		V	2/20/2019			087985	**VOID**
6452	NOWAK, JACOB							
	I-201902119097	NOWAK, JACOB	R	2/20/2019		47.31CR	087986	47.31
0187	NSIGHT TELSERVICES							
	I-201902119112	NSIGHT TELSERVICES	R	2/20/2019		64.40CR	087987	64.40
0966	OLD DOMINION BRUSH							
	I-6475296	OLD DOMINION BRUSH	R	2/20/2019		5,046.79CR	087988	5,046.79
7355	OXFORD IMMUNOTEC							
	I-T 1110743	OXFORD IMMUNOTEC	R	2/20/2019		52.75CR	087989	52.75
0197	PACKER CITY INTERNATIONAL INC							
	I-X101100316:01	PACKER CITY INTERNATIONAL INC	R	2/20/2019		164.12CR	087990	
	I-X101100374:01	PACKER CITY INTERNATIONAL INC	R	2/20/2019		17.18CR	087990	
	I-X101100796:01	PACKER CITY INTERNATIONAL INC	R	2/20/2019		51.54CR	087990	
	I-x101100731:01	PACKER CITY INTERNATIONAL INC	R	2/20/2019		166.40CR	087990	399.24

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1331	PACKER FASTENER & SUPPLY INC							
	I-423251	PACKER FASTENER & SUPPLY INC	R	2/20/2019		90.72CR	087991	
	I-423692	PACKER FASTENER & SUPPLY INC	R	2/20/2019		26.05CR	087991	116.77
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-142124	PETROLEUM EQUIP SERVICE OF WI	R	2/20/2019		49.84CR	087992	
	I-142155	PETROLEUM EQUIP SERVICE OF WI	R	2/20/2019		132.00CR	087992	181.84
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-80969	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/20/2019		338.76CR	087993	
	I-81016	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/20/2019		53.01CR	087993	391.77
1701	PRAXAIR DISTRIBUTION INC							
	I-86174446	PRAXAIR DISTRIBUTION INC	R	2/20/2019		35.26CR	087994	
	I-86638518	PRAXAIR DISTRIBUTION INC	R	2/20/2019		64.80CR	087994	100.06
1246	PREVEA HEALTH							
	I-120488	PREVEA HEALTH	R	2/20/2019		166.95CR	087995	166.95
0218	PROMOTIONAL DESIGNS INC							
	I-24838-1	PROMOTIONAL DESIGNS INC	R	2/20/2019		78.00CR	087996	78.00
7584	R LEWIS TECHNOLOGIES INC							
	I-8940	R LEWIS TECHNOLOGIES INC	R	2/20/2019		68.75CR	087997	68.75
6278	RAKERS, ERIC							
	I-201902119098	RAKERS, ERIC	R	2/20/2019		94.16CR	087998	94.16
0227	REINDERS INC							
	I-1767878-00	REINDERS INC	R	2/20/2019		160.39CR	087999	
	I-1768764-00	REINDERS INC	R	2/20/2019		153.82CR	087999	
	I-90305	REINDERS INC	R	2/20/2019		177.34CR	087999	491.55
7885	JENNIFER RENON							
	I-201902119099	JENNIFER RENON	R	2/20/2019		165.94CR	088000	165.94
2604	RIESTERER & SCHNELL INC							
	I-1480948	RIESTERER & SCHNELL INC	R	2/20/2019		83.15CR	088001	83.15
7847	RINK-TEC INTERNATIONAL INC							
	I-201902119100	RINK-TEC INTERNATIONAL INC	R	2/20/2019		11,842.00CR	088002	
	I-201902119101	RINK-TEC INTERNATIONAL INC	R	2/20/2019		100,510.00CR	088002	112,352.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0158	ROBERT E LEE & ASSOCIATES INC							
	I-7513.5	ROBERT E LEE & ASSOCIATES INC	R	2/20/2019		557.50CR	088003	
	I-75133	ROBERT E LEE & ASSOCIATES INC	R	2/20/2019		295.50CR	088003	
	I-75134	ROBERT E LEE & ASSOCIATES INC	R	2/20/2019		556.00CR	088003	
	I-75136	ROBERT E LEE & ASSOCIATES INC	R	2/20/2019		557.75CR	088003	1,966.75
0235	SAINT VINCENT HOSPITAL							
	I-49134	SAINT VINCENT HOSPITAL	R	2/20/2019		5.21CR	088004	5.21
0959	BERNARD SKOVIAK							
	I-201902119102	BERNARD SKOVIAK	R	2/20/2019		125.00CR	088005	125.00
1446	SNAP ON INDUSTRIAL							
	I-ARV/38720882	SNAP ON INDUSTRIAL	R	2/20/2019		366.02CR	088006	366.02
0999	STAPLES ADVANTAGE							
	I-3402924696	STAPLES ADVANTAGE	R	2/20/2019		23.09CR	088007	23.09
4094	STATE BAR OF WISCONSIN							
	I-5055857	STATE BAR OF WISCONSIN	R	2/20/2019		72.35CR	088008	72.35
3378	STRYKER SALES CORP							
	I-2586351M	STRYKER SALES CORP	R	2/20/2019		1,072.10CR	088009	
	I-2586352M	STRYKER SALES CORP	R	2/20/2019		204.07CR	088009	1,276.17
1119	THE SWAN CLUB							
	I-201902119103	THE SWAN CLUB	R	2/20/2019		497.50CR	088010	497.50
0268	TRUCK EQUIPMENT INC							
	I-825261-01	TRUCK EQUIPMENT INC	R	2/20/2019		285.78CR	088011	
	I-831009-00	TRUCK EQUIPMENT INC	R	2/20/2019		271.68CR	088011	
	I-832118-00	TRUCK EQUIPMENT INC	R	2/20/2019		109.83CR	088011	
	I-833284-00	TRUCK EQUIPMENT INC	R	2/20/2019		81.83CR	088011	749.12
0417	TWEET GAROT MECHANICAL INC							
	I-70513	TWEET GAROT MECHANICAL INC	R	2/20/2019		127.00CR	088012	127.00
0272	UNIFORM SHOPPE INC							
	I-284412	UNIFORM SHOPPE INC	R	2/20/2019		382.73CR	088013	
	I-284446	UNIFORM SHOPPE INC	R	2/20/2019		16.00CR	088013	
	I-284699	UNIFORM SHOPPE INC	R	2/20/2019		82.45CR	088013	
	I-284757	UNIFORM SHOPPE INC	R	2/20/2019		129.90CR	088013	
	I-284783	UNIFORM SHOPPE INC	R	2/20/2019		12.95CR	088013	
	I-284963	UNIFORM SHOPPE INC	R	2/20/2019		45.90CR	088013	
	I-284964	UNIFORM SHOPPE INC	R	2/20/2019		142.95CR	088013	
	I-284983	UNIFORM SHOPPE INC	R	2/20/2019		32.95CR	088013	845.83

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7702	USA SOFTBALL OF WI							
	I-2019-006	USA SOFTBALL OF WI	R	2/20/2019		50.00CR	088014	50.00
7210	VANDEN PLAS SANITATION INC.							
	I-37721	VANDEN PLAS SANITATION INC.	R	2/20/2019		131.60CR	088015	131.60
3085	VANDERLOOP'S SHOES INC							
	I-I04-10029428	VANDERLOOP'S SHOES INC	R	2/20/2019		125.00CR	088016	
	I-I04-10029795	VANDERLOOP'S SHOES INC	R	2/20/2019		309.00CR	088016	
	I-I04-10029983	VANDERLOOP'S SHOES INC	R	2/20/2019		105.50CR	088016	539.50
7328	PAT VANRITE							
	I-201902119104	PAT VANRITE	R	2/20/2019		125.00CR	088017	125.00
4770	VERIZON WIRELESS							
	I-9822054974	VERIZON WIRELESS	R	2/20/2019		168.84CR	088018	168.84
3707	VIKING ELECTRIC SUPPLY							
	I-S002293602.001	VIKING ELECTRIC SUPPLY	R	2/20/2019		108.00CR	088019	108.00
0280	MICHAEL J WALSH							
	I-201902119105	MICHAEL J WALSH	R	2/20/2019		147.32CR	088020	147.32
0238	WAUSAU EQUIPMENT CO INC							
	I-6474470	WAUSAU EQUIPMENT CO INC	R	2/20/2019		529.37CR	088021	529.37
2645	WI DEPT OF JUSTICE							
	I-201902119106	WI DEPT OF JUSTICE	R	2/20/2019		35.00CR	088022	35.00
5060	WI DEPT OF NATURAL RESOURCES							
	I-201902119107	WI DEPT OF NATURAL RESOURCES	R	2/20/2019		45.00CR	088023	45.00
6469	WI DOCUMENT IMAGING							
	I-57093	WI DOCUMENT IMAGING	R	2/20/2019		547.99CR	088024	547.99
7350	WI MEDIA							
	I-2243423	WI MEDIA	R	2/20/2019		652.12CR	088025	652.12
1033	WI MUNICIPAL CLERKS ASSOC							
	I-201902119108	WI MUNICIPAL CLERKS ASSOC	R	2/20/2019		65.00CR	088026	65.00
1437	WI MUNICIPAL JUDGES ASSOCIATION							
	I-201902119109	WI MUNICIPAL JUDGES ASSOCIATIO	R	2/20/2019		100.00CR	088027	100.00

Attachment: 2-20-19 VOUCHERS (7926 : Voucher Approval.)

PACKET: 06037 FEB 2019 COUNCIL - 2 2-20-19

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0515	WI PUBLIC HEALTH ASSOC							
	I-300002774	WI PUBLIC HEALTH ASSOC	R	2/20/2019		75.00CR	088028	75.00
7291	ERIC ZYGARLICKE							
	I-201902119110	ERIC ZYGARLICKE	R	2/20/2019		125.00CR	088029	125.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	114	0.00	688,255.57	688,255.57
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	115	0.00	688,255.57	688,255.57

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06037 FEB 2019 COUNCIL - 2 2-20-19

VENDOR SET: 01 **** CHECK LISTING ****

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	2/2019	424,824.65CR
201	2/2019	4,913.90CR
208	2/2019	467.20CR
209	2/2019	11,970.00CR
290	2/2019	556.00CR
291	2/2019	575.00CR
292	2/2019	575.00CR
405	2/2019	221,147.63CR
601	2/2019	13,087.91CR
650	2/2019	10,138.28CR
ALL		688,255.57CR

Attachment: 2-20-19 VOUCHERS (7926 : Voucher Approval.)