

**PUBLIC NOTICE OF MEETING**  
**BOARD OF PUBLIC WORKS**

Pursuant to Section 19.84, Wisconsin Statutes, notice is hereby given to the public that a regular meeting of the Board of Public Works of the City of De Pere will be held on Wednesday, September 9, 2009, 7:30 p.m. in the **Council Chambers of the City Hall**.

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

**AGENDA FOR SAID MEETING:**

1. Roll Call
2. Approve minutes of the regular meeting held on August 10, 2009, which were previously forwarded to Board Members
3. Approve minutes of the special meeting held on August 25, 2009, which were previously forwarded to Board Members
4. Re-evaluate necessity for Violation letters – Alderperson Heuvelmans
5. Discuss revising Noise Ordinance for City Maintenance Operations
6. Discuss Purchasing Parcel WD-1539
7. Review inventory of unused Surplus Equipment at the MCS
8. Update Board on "Ashwaubenon, next 5 Exits" Signage
9. Approve request for Revocable Occupancy Permit for New Life Christian Fellowship Church
10. Approve Recycling Contract with Brown County
11. Approve contract renewal for Commercial Cross Connection Control Program with Hydro Designs
12. Approve Bid for Project 09-06 – Sanitary Sewer, Storm Sewer, Watermain, Grading & Graveling, Pond Retrofit
13. Approve Bid for Project 09-15 Televising
14. Approve Curb Cut Permit request from Mark Soderlund, Construction Resources
15. Traffic/Parking Review Team Meeting Minutes from August 11, 2009
16. Public Comment
17. Future Agenda Items
18. Adjournment

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

ITEM 2

**BOARD OF PUBLIC WORKS**

A regular meeting of the Board of Public Works was held on Monday, August 10, 2009 at 7:30 p.m. in the Council Chambers at City Hall.

**1. Roll Call.**

Members present on roll call: Mayor Walsh, Alderperson's Wilmet, Donovan and Heuvelmans.

Members absent on roll call: Alderperson Boyd (excused)

Others present: Scott Thoresen - Director of Public Works, Lee Schley - City Engineer, Al Luberdia - Street Superintendent, Sue Selissen - Public Works Secretary, recording secretary & Alderperson Castelic.

**2. Approve minutes of the regular meeting held on July 13, 2009; which were previously forwarded to Board Members**

Minutes of the July 13, 2009 regular meeting previously forwarded to members of the Board were presented. A motion to approve the minutes was made by Alderperson Donovan, seconded by Alderperson Heuvelmans. Upon vote, motion was carried unanimously.

**3. Discuss September BOPW Meeting**

Scott Thoresen, Public Works Director, advised the Board that our September meeting fell on Labor Day and recommended another day. A motion to move the meeting to September 9, 2009 at 7:30pm was made by Alderperson Wilmet, seconded by Mayor Walsh. Upon vote, 3 Ayes - Mayor Walsh, Alderperson Heuvelmans and Alderperson Wilmet. 1 Nay - Alderperson Donovan. Motion carried.

**4. Approve Quote for Project 09-12, Traffic Signal Analysis**

Lee Schley, City Engineer informed the Board of some reasons for the analysis which included, but was not limited to improving delays, safety, reducing emissions, fuel consumption and noise. Karen Heyrman will be able to maintain the system once this analysis is completed. A motion to approve the quote from Traffic Analysis & Design in the amount of \$32,540.00 was made by Mayor Walsh, seconded by Alderperson Donovan. Upon vote, motion was carried unanimously.

**5. Approve Bid for Project 09-13 Crackfilling**

A motion was made by Alderperson Wilmet, seconded by Alderperson Heuvelmans to approve the bid from Asphalt Seal & Repair, Inc in the amount of \$46,875.00. Upon vote, motion was carried unanimously.

**6. Purchase of Snow Pushers**

Scott Thoresen, Public Works Director, reported to the Board that we currently have attachments for the Bobcat Skid-steer that we don't use. Al Luberdia, Street Superintendent is requesting approval to trade in the attachments and acquire two snow pushers to improve efficiency for parking lot snow removal operations. There would be no additional costs to the City. Mayor Walsh asked why we had this equipment that was not being used. Scott responded that the purchase was done when Tom Schmitt was Assistant Director of PW and he was not able to justify that purchase. The Board requested that Al provide them with a list of equipment that the City was no longer utilizing. A motion to approve the purchase of the snow pushers was made by Mayor Walsh, seconded by Alderperson Heuvelmans. Upon vote, motion was carried unanimously.

**7. Approve Request for Payment Plan for Special Assessments – Glory Rd Sanitary and Watermain**

Lee Schley, City Engineer informed the Board that Mr. Hoffman has agreed on the price and agreed to sign a waiver of assessment, however, was requesting a five-year payment plan. A motion was made by Alderperson Wilmet to approve Mr. Hoffman's request for a five-year payment plan, seconded by Mayor Walsh. Upon vote, motion was carried unanimously.

**8. Discuss Upcoming 2010 Board of Public Works Budget**

Scott Thoresen, Public Works Director, briefed the Board on his plans for budget reduction and revenue generating recommendations. Since the draft of the budget was handed out just prior to the meeting, the Board requested they be given time to review the documents and set a date for a special meeting to discuss the budget issues. With that, the Board agreed that the Special Meeting be held on Tuesday, August 25<sup>th</sup> at 6:30 pm.

**9. Discuss Brush and Rubbish Collection Violation Notice Policy**

Scott Thoresen, Public Works Director, presented this item. After numerous ideas were discussed it was decided that the following would be implemented:

1. Clarification of a "Brush Pile" was determined, if questionable, the Street Superintendent or Foreperson will make that decision.
2. A flat rate fee of \$50 will be implemented for brush requiring the chipper. If a large amount has to be removed and a loader/dump truck is required, time and labor will be charged.
3. A flat rate fee of \$50 will be implemented for Rubbish. If a large amount has to be removed and a loader/dump truck is required, time and labor will be charged.
4. 1 Warning Letter will be sent and if not removed by the next week, pick up will occur and a charge to property owner will be generated. After a property is sent their initial letter, any reoccurrence of the Solid Waste Ordinance will result in the City picking up the Brush/Rubbish and charging the property owner. The letter to be rewritten to present a softer tone.
5. Brush can be placed out for pick-up the Saturday prior to the brush collection week thru Wednesday for pick-up. An ordinance change will need to occur.
6. Christmas trees will no longer be picked up at the curbside. Residents can drop off their trees at the compost site on the east side and a place for the west side will be determined. Possibly the MSC.
7. If a resident wants to arrange a "Special Pick-Up" for a fee, a flat rate of \$50 can be paid for, prior to the pick-up date, by the resident. If a large amount has to be picked up, the Street Superintendent or Foreperson will determine a time and labor rate.

The Board requested a review of the Compost Site be conducted to determine if Rubbish Drop Off could be moved there vs. dropping at the MSC.

A motion was made by Alderperson Donovan to approve the procedural changes for Brush and Rubbish collection, seconded by Alderperson Wilmet. Upon vote, motion was carried unanimously.

#### **10. Discuss Energy Efficient Street Lighting**

Scott Thoresen, Public Works Director, informed the Board that in the near future, there could be potential grant funding for replacing existing streetlights with energy efficient lighting. As of right now there is no funding available to communities for street light replacements. Staff recently met with a company called Orion Energy and they performed an analysis on the City's existing street lights which are mainly in the downtown and business districts. If a grant could be obtained it would definitely be worth the investment to replace existing streetlights due to the energy savings. If the City had to replace the street lighting without a grant it would not be cost effective because the energy savings would be much less than the capital investment. The issue with Orion's lighting is that it may not be aesthetically pleasing for our downtown areas. Scott informed the Board that staff will continue to research other companies for energy efficient street lighting and recommended that we wait on a product decision until there are some more companies offering the type of fixtures we are looking for. The Board agreed to wait until that time. There was no action from the Board regarding this item.

#### **11. Discuss EPA Request for Restrictive Covenant on 519 Lande St and 315 S 6<sup>th</sup> St**

Scott Thoresen, Public Works Director, updated the Board on this item. A motion was made by Mayor Walsh to approve the Restrictive Covenant, seconded by Alderperson Donovan. Upon vote, motion was carried unanimously.

#### **12. Public Comment**

None.

#### **13. Future Agenda Items**

- Discuss Inventory of unused equipment at the MCS
- Update Board on "Ashwaubenon, next 5 Exits" Signage

#### **14. Adjournment.**

A motion was made by Mayor Walsh at 9:32 pm to adjourn, seconded by Alderperson Donovan. Upon vote, motion was carried unanimously.

SCOTT J. THORESEN, P.E.  
DIRECTOR OF PUBLIC WORKS

## **BOARD OF PUBLIC WORKS**

Item 3

A Special meeting of the Board of Public Works was held on Tuesday, August 25, 2009 at 6:30 p.m. in the Council Chambers at City Hall.

### **1. Roll Call.**

Members present on roll call: Mayor Walsh, Alderperson's Wilmet, Donovan, Boyd and Heuvelmans.

Members absent on roll call: None

Others present: Scott Thoresen - Director of Public Works, Sue Selissen - Public Works Secretary, recording secretary, Alderperson's Robinson and Van Vonderen and Jerome Daanen, 1011 S Erie St.

### **2. Discuss BOPW 2010 Budget**

Scott Thoresen, Public Works Director, opened up this discussion with a summary of the budget items. Discussions were held, questions asked and answered.

A motion was made to open the meeting by Alderperson Donovan, seconded by Alderperson Heuvelmans. Motion was carried unanimously. Jerome Daanen addressed the Board expressing his opposing viewpoint on the City charging new fees for garbage and recycling collection, compost site usage and curbside pick up. A motion was made by Alderperson Donovan to close the meeting, seconded by Alderperson Wilmet. Motion was carried unanimously.

Requested of the Board were surveys of other communities of the following:

- Do other communities charge for compost site use?
- Are there fees for rubbish or brush pick up?
- Do other communities charge for garbage and recycling pick up?
- Are there other communities that only pick up residential and not businesses?

Additionally, can WPS turn off some lighting between the early am hours? Do the Police have any concerns with less lighting between early am hours and would it be a safety issue?

### **3. Public Comment**

None.

### **4. Future Agenda Items**

- Discuss garbage pick up for businesses, i.e. consistent code enforcement for all businesses.
- Re-evaluate the necessity for violation letters.

### **5. Adjournment.**

A motion was made by Mayor Walsh at 9:22 pm to adjourn, seconded by Alderperson Heuvelmans. Upon vote, motion was carried unanimously.

SCOTT J. THORESEN, P.E.  
DIRECTOR OF PUBLIC WORKS

ITEM 4

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Discussion of Rubbish and Brush Violation Letters

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Aldersperson Heuvelmans requested the BOPW further discuss the brush and violation letter policy.

ITEM 5

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 4, 2009  
**Subject:** Discussion of Revising Noise Ordinance for City Maintenance Operations

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It has been brought to my attention that the City's maintenance operations violate the City's noise ordinance. We have discussed this with the City Attorney and have been advised we need to revise the existing ordinance to allow for the City's operations to take place before 7 am. The operations that regularly happen before 7 am are snow removal operations in downtown, street sweeping, and pavement striping.

It is recommended to revise the current ordinance to allow for the City to be able to perform maintenance operations prior to 7 am.

If you have further questions on this matter please contact my office.

**Scott Thoresen**

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**From:** Judy Schmidt-Lehman  
**Sent:** Thursday, September 03, 2009 4:16 PM  
**To:** Al Lubberda  
**Cc:** Scott Thoresen  
**Subject:** RE: Sweeper times

We are in a tough spot on this one....I'd suggest that Scott put this on the BPW agenda for an ordinance amendment to specifically allow these operations before 7 AM. We can get to the council on 9/15 if it goes to the BPW on 9/9

judy

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**From:** Al Lubberda  
**Sent:** Thursday, September 03, 2009 4:10 PM  
**To:** Judy Schmidt-Lehman  
**Cc:** Scott Thoresen  
**Subject:** Sweeper times

Judy

We have been sweeping the City streets from 4am till noon forever. when a resident says we are not in compliance with the noise ordinance that we should not be sweeping before 7am  
Could you please let me know if we have to follow this or can we continue to sweep like we are now

Thanks Al



# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S. J. T.  
**Date:** September 4, 2009  
**Subject:** Discussion of Purchasing Parcel WD-1539

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Parcel WD-1539 has been foreclosed on by Brown County. The County has approached the City to see if the City is interested in purchasing this property. This existing parcel has a storm water pond built on it that serves the neighboring subdivision. It cannot be modified because it is required to maintain our storm water requirements with the Wisconsin Department of Natural Resources. It would be in the City's best interest to purchase the property so that we can maintain the storm water pond. The County is offering the property to the City for \$500.

It is recommended that the City purchase the property from the County in the amount of \$500. The funds for this purchase will come from the storm water utility.

If you have further questions on this matter please contact my office.

## Scott Thoresen

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**From:** Blaney\_KM [Blaney\_KM@co.brown.wi.us]  
**Sent:** Tuesday, September 01, 2009 2:45 PM  
**To:** Scott Thoresen  
**Cc:** Charlene Peterson  
**Subject:** Parcel #WD-1539

Scott:

Brown County pays each municipality 100 % of their taxes in full annually regardless if the taxes paid are not. The County is left trying to collect the tax delinquencies. Brown County has paid the City of De Pere all the taxes on the property. Total cost include taxes, charges, interest/penalty is \$2,012.52.

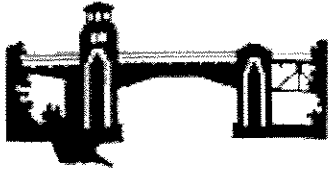
We are willing to sell the property for \$500.00 to the City of De Pere in order for the County to recover some of our costs.

We are willing to work with the City on an agreeable cost.

Please let me know.

## KERRY

Kerry M. Blaney  
Brown County Treasurer  
Ph: 920-448-6321 Fx: 920-448-6341  
e-mail: blaney\_km@co.brown.wi.us



# City of De Pere

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

Scott J. Thoresen  
Director of Public Works  
[sthoresen@mail.de-pere.org](mailto:sthoresen@mail.de-pere.org)  
[www.de-pere.org](http://www.de-pere.org)

August 25, 2009

Mr. Kerry Blaney  
Brown County Treasurer  
305 E. Walnut Street  
Green Bay, WI 54305

**Re: Purchase of Property WD-1539**

Dear Mr. Blaney:

I have received notice that the County is interested in offering the above mentioned property to the City for \$1.00 in addition the City would have to pay the taxes on the parcel. This parcel serves as the detention pond for the neighboring subdivision and it cannot be modified. The owner of this property is required to maintain the terrace and pond per the City's storm water regulations. The City can add the property under its storm water utility management program however given the annual cost of maintenance to the property the City is not willing to have to pay additional money for the acquisition of the property. The City will be interested in purchasing the property for \$1.00 and the City will maintain the existing storm water detention pond for storm water management purposes.

If you have any questions or require additional information, please feel free to contact me 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

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

Cc: Larry Delo, City Administrator  
Ken Pabich, City Planner  
Lee Schley, City Engineer

## Scott Thoresen

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**From:** Larry Delo  
**Sent:** Thursday, June 25, 2009 2:45 PM  
**To:** Scott Thoresen; Ken Pabich  
**Subject:** FW: Parcel WD-1539 Creative Custom Homes & Development Inc - 1969 S Cross Creek Circle - Foreclosed

Scott & Ken:

Comments?

Larry

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**From:** Charlene Peterson  
**Sent:** Thursday, June 25, 2009 12:42 PM  
**To:** Larry Delo  
**Subject:** FW: Parcel WD-1539 Creative Custom Homes & Development Inc - 1969 S Cross Creek Circle - Foreclosed

Larry: Would the City be interested in obtaining ownership of this stormwater retention pond, which Brown County took ownership of for failure to pay delinquent property taxes?

Friendly regards,  
Char Peterson  
Char Peterson, Clerk-Treasurer  
City of De Pere  
335 S. Broadway St, De Pere, WI 54115  
920/339-4050 Fax: 920-330-9491  
Email: [cpeterson@mail.de-pere.org](mailto:cpeterson@mail.de-pere.org)  
Population: 22,645

If you are looking for your polling place or checking to see whether or not you are registered to vote, please access the following website:  
<https://vpa.wi.gov/>

Challenges are what make life interesting; overcoming them is what makes life meaningful. -Joshua J. Marine

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**From:** Charlene Peterson  
**Sent:** Wednesday, June 24, 2009 10:03 AM  
**To:** Dave Hongisto; 'Pat Grabner'  
**Subject:** Parcel WD-1539 Creative Custom Homes & Development Inc - 1969 S Cross Creek Circle - Foreclosed

Good morning Dave & Pat:

The above referenced parcel within the City of De Pere has been foreclosed on by Brown County due to delinquent taxes. I have attached a scanned copy of the correspondence for your records. I have also notified Brown County there are no special assessments on this property.

Friendly regards,  
Char Peterson  
Char Peterson, Clerk-Treasurer  
City of De Pere  
335 S. Broadway St, De Pere, WI 54115  
920/339-4050 Fax: 920-330-9491  
Email: [cpeterson@mail.de-pere.org](mailto:cpeterson@mail.de-pere.org)  
Population: 22,645

09/04/2009

If you are looking for your polling place or checking to see whether or not you are registered to vote, please access the following website:  
<https://vpa.wi.gov/>

Challenges are what make life interesting; overcoming them is what makes life meaningful. -Joshua J. Marine

**COUNTY TREASURER'S OFFICE**  
**BROWN COUNTY**

305 EAST WALNUT  
P.O. BOX 23800

GREEN BAY, WISCONSIN 54305-3600

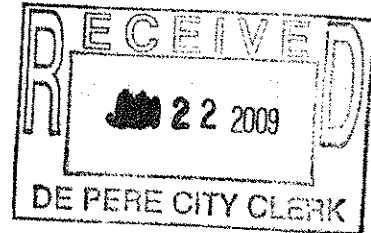
PHONE (920) 448-4074 FAX (920) 448-6341

**KERRY M. BLANEY**

**COUNTY TREASURER**

June 16, 2009

CHARLENE M PETERSON  
DE PERE CITY CLERK/TREASURER  
335 S. BROADWAY  
DE PERE, WI 54115



**RE: RECENTLY FORECLOSED DELINQUENT TAX PROPERTIES**

Dear Ms. Peterson:

Recently, through court foreclosure proceedings, Brown County took ownership of several properties for failure to pay delinquent property taxes. Attached is a list of parcel(s) with those in your municipality highlighted. Please review your records to determine if there are any special assessments or charges that have not been placed on the tax roll for these parcels. We need this information to determine if any excess funds from the sale of these properties will be available for payment of these special assessments or charges.

The attached list may include additional parcel(s) that were acquired through previous year's foreclosures. Any parcels acquired previously along with the current foreclosed properties make up the total available property parcels that Brown County has available. Please inform your municipal officials about the availability of these parcels.

If, they are interested in acquiring any of the properties listed for your municipality they may be available for the cost of delinquent taxes, specials, charges & other related expenses. A map of the available parcel is enclosed. Please contact me at 448-6321 prior to **June 30, 2009**.

Sincerely,

*Kerry M. Blaney*

Kerry M. Blaney,  
Brown County Treasurer

Enclosure

KMB/cmv

W:\MSOFFICE\TEMPLATE\tr Offering Tax Deed Properties to Locals.DOT

*Called Kerry Blaney  
6/24/09 + left message  
Re: No Special Assess  
on WD - 1539*

**Waukesha County****TREASURERS OFFICE**

305 E. WALNUT ST. P.O. BOX 23600

PHONE (920) 448-4074

GREEN BAY, WI 54305-3600

**KERRY M. BLANEY**

COUNTY TREASURER

**REAL ESTATE TAX STATEMENT**

6/08/2009

Parcel Number: WD-1539

Current Owner: CREATIVE CUSTOM HOMES &amp; DEVELOPMENT INC

Location: 1969 S CROSS CREEK CI

CURRENT VALUES-LAND -IMPRVMT	3,400 0	TOTAL VALUE EST FAIR MKT	3,400 3,600	OUTSTANDING GENERAL TAX	OUTSTANDING SPECIAL ASSESSMENTS	OUTSTANDING INTEREST & PENALTY	OUTSTANDING CHARGES	YEAR TOTAL
PAYOFF FIGURE FOR THE MONTH OF JUNE 2009			2008	74.10	25.00	4.96	.00	104.06
2008 NET TAX 74.10			2007	71.50	23.50	24.24	.00	119.24
			2006	70.00	23.50	40.68	.00	134.18
----- CURRENT LEGAL DESCRIPTION -----			2005	62.20	23.05	52.43	151.00	288.68
36,488 SQ FT CREEKSIDE HEIGHTS OUTLOT 1			2004	761.20	.00	605.16	.00	1,366.36

\*\*\*\* PARCEL IS SPLIT OF WD-L442-1

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**GRAND TOTAL****2,012.52**





# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Surplus Equipment

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At a previous BOPW meeting the Board asked to bring a list of surplus equipment not being used by the City. The following list is what was brought to the BOPW in April and received Council approval to sell as surplus equipment.

- 3 – Inch Trash Pump
- 2 – Inch Trash Pump
- 1997 Chevrolet Lumina Car
- 1995 Chevrolet Pickup Truck
- 1995 Ford Taurus Car
- 1984 Sullair Air Compressor
- 1994 ODB Leaf Picker
- 1998 ODB Leaf Picker
- 1966 Standby Engine with hand clutch
- 2004 Peterbilt garbage truck – this truck was originally going to be traded in for a value of \$35,000.

As mentioned last April, it is the intent of staff to put the above equipment except for the garbage truck on Public Surplus, which is an online bidding service. The garbage truck was sold directly to a company earlier this summer for \$39,000.

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

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Discussion of USH 41 Exit Signage

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At the last BOPW meeting it was requested that staff contact the Wisconsin Department of Transportation (DOT) regarding the exit signs for Ashwaubenon. See attached email. It appears the DOT will be evaluating these signs as part of their USH 41 widening project.

**Scott Thoresen**


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**From:** Frewerd, Michael - DOT [michael.frewerd@dot.wi.gov]  
**Sent:** Monday, August 17, 2009 3:42 PM  
**To:** Schuurmans, Robert - DOT; Scott Thoresen  
**Cc:** Mike Walsh; Larry Delo; Lee Schley  
**Subject:** RE: US 41 Signage

Scott,

The "Ashwaubenon next 5 exits" sign is similar to the "DePere exits"- Scheuring, Main and Ashland sign by County highway S on Northbound 41. These signs are used to help guide motorist to Cities/Villages that have more than 2 exits on a freeway.

When we expand 41, we will be reviewing all existing signs for compliance to guidelines, and for these signs they are to be placed in advance of the first exit to that community. So most, if not all, of these guide signs for City and Village exits will be located in other communities.

Hope this helps,  
 Mike

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**From:** Schuurmans, Robert - DOT  
**Sent:** Tuesday, August 11, 2009  
**To:** 'Scott Thoresen'; Frewerd, Michael - DOT  
**Cc:** Mike Walsh; Larry Delo; Lee Schley  
**Subject:** RE: US 41 Signage

All of the signing will be re-evaluated under the 41 major. I doubt we will be able to remove any signs at this time. Mike is the better resource for future sign plans as well as existing so I'll let him respond in detail.

Bob...

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**From:** Scott Thoresen [mailto:sthoresen@mail.de-pere.org]  
**Sent:** Tuesday, August 11, 2009 6:35 AM  
**To:** Schuurmans, Robert - DOT  
**Cc:** Mike Walsh; Larry Delo; Lee Schley  
**Subject:** US 41 Signage

Good Morning Bob!!!

I have been requested by our Board of Public Works to ask if the DOT can remove the signs just south of De Pere that I believe say Ashwaubenon next five exits. What is the reason for the signs? Is all the signage going to be looked at as part of the big 41 project?

Please advise.

Thanks,

Scott

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

Office Phone (920) 339-8095

09/03/2009

Item 9

## City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Revocable Occupancy Permit – New Life Christian Fellowship

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The New Life Christian Fellowship Church has requested permission to install heat tape in their storm sewer lateral to prevent their lateral from freezing so it will drain. (See attached request) In the past during the winter the Church's lateral would freeze causing ice build up on the sidewalk adjacent to the Church, which would create a hazard to anyone using the public sidewalk. Staff has discussed this issue with the City Attorney and the Wisconsin Department of Natural Resources and there does not appear to be any issues.

Staff recommends granting a revocable occupancy permit for the installation of heat tape in the storm lateral as requested by New Life Christian Fellowship Church.

If you have any questions on this matter please feel free to contact me.

# New Life

CHRISTIAN FELLOWSHIP

August 20, 2009

Dear Karen Heyrman,

My name is Ben Hermans and I am Head of maintenance at New Life Christian Fellowship Church located at 115 N Wisconsin Ave. DePere.

I'm writing you today concerning a safety hazard that exists in the North West corner of our building. As you know every winter ice backs up into our down spouts and up our gutters causing a very dangerous load on the gutters as well as ice builds up on walkways, which last year had to be barricaded off due to the extreme ice hazard. Last winter it was determined by Scott Thornson and another city official that the problem was the storm pipe under the walk was too shallow and was freezing before it reached the storm sewer. At that time they were unable to do anything with this problem due to the extreme weather conditions. I am now writing to try to resolve this issue before these conditions exist again and somebody gets hurt. One possible resolve would be to remove the shallow lateral and place it deeper in the ground, possibly with a larger diameter pipe. Another fix talked about was allowing heat tape from our building to extend down the gutter through the down spout into the lateral and finally ending up in the storm sewer. Either way something should be done to resolve this so as not to continue to have this same hazardous condition creep up on us again this year.

Enclosed I have taken a few pictures of the area of concern. Your quick attention to this problem would be greatly appreciated. Please contact me for any further questions and with a resolve you feel will fix our situation. Thanks you.

Pastor Sheldon Miles



Ben Hermans



**Scott Thoresen**

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**From:** Judy Schmidt-Lehman  
**Sent:** Monday, August 17, 2009 1:38 PM  
**To:** Karen Heyrman  
**Cc:** Dave Hongisto; Scott Thoresen  
**Subject:** RE: Heat tape in storm sewer lateral

I would check with the dnr to see if they allow this. If they do, I'd check to see if we want to allow this activity. What happens to the tape? Is it biodegradable? Must it be removed every year? how are we going to make sure it gets removed if it is supposed to be? The BPW has control over the stormwater utility; I think approval of this would need to go thru them. If they say yes, then I agree a revocable occupancy permit would be the vehicle.

judy

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**From:** Karen Heyrman  
**Sent:** Monday, August 17, 2009 12:34 PM  
**To:** Judy Schmidt-Lehman  
**Cc:** Dave Hongisto; Scott Thoresen  
**Subject:** Heat tape in storm sewer lateral

Hi Judy

I have a representative of New Life Christian Fellowship asking if they can put heat tape in their storm sewer lateral. Apparently the storm lateral for their roof drains is not deep enough and they want to put heat tape in it to keep it open in winter. The only thing I can think of is a revocable occupancy permit. Would we allow this with a revocable occupancy permit? Does this need to go to a board for approval? What should I recommend as the next step?

Karen

## Scott Thoresen

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**From:** Judy Schmidt-Lehman  
**Sent:** Wednesday, August 19, 2009 4:07 PM  
**To:** Karen Heyrman; Lee Schley; Scott Thoresen  
**Subject:** RE: Heat tape in storm sewer lateral

I love new and interesting things!

Will the heat tape be in the city right of way at any point? If not, I don't think that we have any control over it by R-O-P.

Judy

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**From:** Karen Heyrman  
**Sent:** Wednesday, August 19, 2009 7:43 AM  
**To:** Lee Schley; Judy Schmidt-Lehman; Scott Thoresen  
**Subject:** FW: Heat tape in storm sewer lateral

See response below.

Karen

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**From:** Bougie, Cheryl - DNR [mailto:Cheryl.Bougie@wisconsin.gov]  
**Sent:** Tuesday, August 18, 2009 4:44 PM  
**To:** Karen Heyrman  
**Subject:** RE: Heat tape in storm sewer lateral

Hi Karen,  
I checked with our central office staff. They didn't think there would be any problem with the use of heat tape on the SS lateral to prevent freezing in the winter. Jim B thought that thermal could be a problem with the storm water discharges, but if the tape was used for winter during the only, there would not be a problem. Hope this helps. Thanks, Cheryl

Cheryl A. Bougie  
Storm Water Management Specialist  
Wisconsin Department of Natural Resources  
2984 Shawano Avenue  
Green Bay, WI 54313  
Telephone (☎): (920) 662-5441  
Fax (☎): (920) 662-5498  
Email Address (✉): cheryl.bougie@wisconsin.gov  
Visit our web site at:  
<http://www.dnr.state.wi.us/runoff/stormwater.htm>

NOTICE: Our Mailing Address has changed.

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**From:** Karen Heyrman [mailto:kheyрман@mail.de-pere.org]  
**Sent:** Tuesday, August 18, 2009 7:52 AM  
**To:** Bougie, Cheryl - DNR  
**Subject:** Heat tape in storm sewer lateral

09/03/2009

Hi Cheryl

We have a business with a lateral that freezes in the winter because it is too shallow. They are asking if they can install heat tape to keep it from freezing in the winter. I have been directed to ask if WDNR would have any problems with this?

Karen



# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Recycling Contract

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When the City switched to single stream recycling in 2008, the County at the time could not accommodate the City by taking the single stream recyclable materials. As a result, the City needed to enter into a three (3) year contract with One Source Recycling to bring our recyclable materials to. As part of the contract, One Source Recycling was required to reimburse the City for recyclable materials based on the recycling market. In October 2008, One Source did not pay us any more for our recyclables and in November 2008 we received noticed the City would be required to start paying \$10 per ton. This fee increased as high as \$40 per ton and is currently \$18 per ton.

In the meantime, the County is now operating their new single stream recycling processing facility. The County began their operations this past summer. The County is currently paying municipalities \$10 per ton that they have contracts with to drop off recyclable materials. I have spoken to the County and they would be willing to start accepting our material if we enter into an agreement with them. I have reviewed their agreement and feel it is in the City's best interest to enter into a contract with the County because not only would it save the City money for tipping fees but also the County would provide other services that we are not receiving from a private company. The following are the other services the City would receive from the County:

- Provides assistance for the DNR recycling reports
- Coordinates recycling efficiency grant efforts
- Assistance with educational needs for recycling

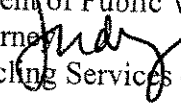
I have asked for the City Attorney's input on this matter as whether the City can terminate the contract with One Source Recycling. The legal opinion given was the City is within the contract provisions to terminate the contract. (See attached)

It is recommended the City terminate the contract with One Source Recycling and enter into an agreement with Brown County (See attached agreement) for accepting the City's recyclable materials.

If you have any questions on this matter please feel free to contact me.

## CITY OF DE PERE

MEMO

To: Scott Thoresen, Director, Department of Public Works  
From: Judith Schmidt-Lehman, City Attorney   
RE: Agreement with One Source Recycling Services of Wisconsin, LLC  
Date: September 2, 2009

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You requested information on the above Agreement since implementation of the Agreement has not ended up as expected. Rather than the City receiving money for the recyclable materials collected, One Source has started billing the City for the recyclables delivered to them. Below is my analysis of the legal implications of One Source's inability to comply with the terms of the contract.

The City and One Source entered into the above Agreement on August 20, 2008. The Agreement requires One Source to pay the City for recyclables collected from City. However, beginning in October, 2008, One Source began billing the City for the recyclables, sometimes as much as \$40/ton. There is no provision in the contract allowing One Source to bill the City for the recyclables delivered to One Source.

One Source representatives indicated that the reason the City was being billed was that, due to the recession, the market in recyclables collapsed and it was no longer a market where recyclables were in demand and paid for. In other words, One Source is prevented from performing its obligation to pay the City for its recyclables due to causes beyond the control of One Source.

There is a provision in the Agreement that allows either party to terminate the Agreement in the event the other party is unable to perform as required under the Agreement for reasons beyond the fault of that party for a period of time in excess of 90 days. This provision is often referred to as "a force majeure" or "Act of God" provision. I believe that the City can justifiably identify the unexpected and unparalleled downturn in the economy as a "force majeure/Act of God" and terminate the contract on that basis.

Here, One Source has not been able to meet its obligations to pay the City due to circumstances beyond its control for a period longer than 90 days. Therefore, and pursuant to the 6<sup>th</sup> paragraph of the Material Delivery Offer Agreement dated August 20, 2008, I believe the City is within the contract provisions to terminate the Agreement. Written notice of the termination must be given to the person identified in the Agreement to receive notice, Mr. George DeMarco.

From a practical perspective, timing of the notice of termination should coincide with the City's ability to receive co-mingled recyclable services from a different provider.

If you have any questions, please let me know.

**Scott Thoresen**


---

**From:** Damro\_WW [Damro\_WW@co.brown.wi.us]  
**Sent:** Wednesday, September 02, 2009 7:52 AM  
**To:** Scott Thoresen  
**Cc:** Al Luberd  
**Subject:** RE: Single Stream Recycling

We'd be able to start taking materials today. We have plenty of capacity so with a simple heads up we can adjust our schedules accordingly. We'd have to talk about material you currently accept vs. what we are limited to. I think we can make allowances so your residents will be mostly unaffected even though some items (film, etc.) would be sorted out for trash instead of recycling.

As of 9/1 we are paying \$10.00/ton for single stream material to communities that signed an agreement with us. For those not under contract the rate is \$0.00/ton. These are floating rates based upon markets. I can only offer the Municipality Agreement I forwarded to you a few weeks ago, but that also means there are no approvals needed on Brown County's side. I can write an agreement specifically for DePere and then as quickly as you can approve and sign the agreement we could bump you from \$0 to \$10.

Thanks,

**Wess Damro**

Brown County Recycling Manager  
 AROW President

-----Original Message-----

**From:** Scott Thoresen [mailto:sthoresen@mail.de-pere.org]  
**Sent:** Wednesday, September 02, 2009 6:40 AM  
**To:** Damro\_WW  
**Cc:** Al Luberd  
**Subject:** Single Stream Recycling

Good Morning Wess!!

I was wondering if I could get an update on what the City would be charged if we brought our single stream materials to your Brown County site. Also if we terminate our contract with One Source, how soon can we start delivering our materials to Brown County?

Please advise.

Thanks,

Scott

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

Office Phone (920) 339-8095  
 Cell Phone (920) 639-1003  
 Fax (920) 339-4071

09/02/2009

**Scott Thoresen**

**From:** Damro\_WW [Damro\_WW@co.brown.wi.us]  
**Sent:** Thursday, August 13, 2009 10:48 AM  
**To:** jvanderheiden@vanswaste.com; elaine@hobart-wi.org; morrisontownhall@theglobalnet.net; Ledgeview; ABARTON@ONEIDANATION.ORG; billclancy1936@yahoo.com; robert.tease@veoliaes.com; brian.hopkins@veoliaes.com; bthome@wm.com; Chris Piriou; Chuck Larsheid; craig@villageofallouez.com; Dan Stephany; dskorie@yahoo.com; debbieha@ci.green-bay.wi.us; deyodisposal@hotmail.com; Donna Martzahl; office@goinggarbage.com; Jeannine Charlier; jmears@oneidanation.org; redbirds65@sbcglobal.net; McAllister\_ST; nadantinne@yahoo.com; Pat Virtues; Robert Bartelt; Scott Thoresen; kwatermolen@ashwaubenon.com; skubacki@ashwaubenon.com; stevetammy34@charter.net; Steve Johnson; sue@villageofallouez.com; Randy@suamico.org; pubdept@netnet.net; clerk@townofscott.com; katrinapierce@veoliaes.com; Village of Wrightstown; Bellevue; Glenmore; Kazik\_EL; Pittsfield; Scott; Town of Green Bay; Lawrence  
**Cc:** jsemrau@co.winnebago.wi.us; Haygood, Jill E.  
**Subject:** Brown County September MRF Pricing

Effective September 1, we will no longer charge for the delivery of single stream materials. In fact in most cases there will again be a payment. This is based upon current market conditions so we could go backwards, but material values continue to move in the right direction.

Unfortunately there is still a charge for the delivery of dual stream containers only. The cost of glass is not offset by the value of plastic and metal so without the paper these materials are still at a net loss. July price at GP for mixed paper was +\$25/ton.

<b>September Recycling Tip (Fee) Payment/Ton</b>	<b>Dual Stream Containers Delivered to BC</b>	<b>Single Stream Material Delivered to BC</b>	<b>Single Stream Material Direct Haul to OC</b>
Partner Communities	(\$21.00)	\$10.00	\$13.00
Non-Partner w/Contract	(\$26.00)	\$5.00	\$8.00
No Account, Non-Partner w/o Contract	(\$31.00)	\$0.00	\$3.00

I still want to talk face to face with most of you to gauge your conversion to single stream collection and education needs. Time hasn't been on my side, but this is still on my list. Prices above are based upon your delivery of materials to our facility, but public education is based upon collection. It sounds like most communities have already converted to single stream collection whether by cart or the current dual stream bin. Based on this I will start changing my education message for the County in order to accommodate the activities of most of our residents.

As always if you have any questions please let me know.

Thanks,

**Wess Damro**

Recycling Manager - Brown County Port & Solid Waste Department  
 President - Associated Recyclers of Wisconsin (AROW)  
 2561 South Broadway  
 Green Bay, WI 54304  
 920-492-4950

## **BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT**

This contract explains and outlines details pertaining to accepting curbside recycling material as collected by Brown County's municipalities at the Brown County Material Recovery Facility and/or Material Transfer Facility. Under this Agreement, Brown County will accept, transfer and/or process all curbside recycling delivered to Brown County according to all State Regulations. It is the Understanding by and between Brown County and its Municipalities that the Contract shall consist of the following details:

It is the intent of Brown County to provide an outlet for the delivery of collected recyclable materials as requested by its municipal partners. Brown County recognizes an option such as this will require a significant financial investment and Brown County Municipalities agree to deliver collected materials to said facility as outlined below.

### **BROWN COUNTY RESPONSIBILITIES**

1. Brown County guarantees that it will provide adequate processing for all such recyclables generated within the Municipality as signed under this Agreement. Upon delivery to, and acceptance by Brown County, title to all such municipal recyclables shall pass from the generator to Brown County.
2. Brown County agrees to accept all materials generated by the Municipality through its residential curbside recycling program. Material may be sorted, collected in a dual stream program or single stream program. These materials as designated by the WDNR in 1995 shall include plastic bottles, aluminum cans, steel cans, glass bottles, paper, etc.

Based on changing market conditions Brown County is able to accept new and different materials in addition to those required by the WDNR. Brown County reserves the right to add or modify the materials it accepts based upon markets available. The County will give 3 (three) months written notice prior to accepting or not accepting a material that is not required by the WDNR.

3. Brown County will provide for delivery of materials a Material Recovery Facility, Material Transfer Facility or other location by contract with a private vendor. Brown County will accept material deliveries from 7:30 am to 4:00 pm Monday -- Friday. Brown County will not accept material on days that fall on a national holiday.
4. Brown County agrees to calculate a tip fee based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue a rate per ton may be assessed to the Municipality. Furthermore if revenues exceed the operational cost Brown County may pay a rate per ton for collected materials.
5. Brown County agrees to provide assistance to its Municipalities for their WDNR Basic Grant reports. Brown County agrees to track data as required by the grant.

Brown County will coordinate Recycling Efficiency Incentive (REI) Grant projects on behalf of all Municipalities that deliver material to Brown County's facility.

6. Brown County agrees to provide assistance to its Municipalities for their educational efforts as required by the Municipality's Responsible Unit status. This assistance may include, but is not limited to, managing the Recycling Hotline, handouts, flyers, press releases and special collection programs.

#### **MUNICIPALITY RESPONSIBILITIES**

1. Subject to the terms below, the Municipality will require all its municipally collected recyclables to be delivered to Brown County.
2. The Municipality will ensure that all third party contracts negotiated for the collection and hauling of municipally collected recyclables require delivery of all such material to Brown County.
3. The Municipality shall retain its RU status as defined by the WDNR. The Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
4. Municipality agrees to take necessary steps to insure high level quality for the material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc.

The municipality will limit the compaction of its loads by using suitably designed collection routes and appropriately sized collection vehicles.

Brown County reserves the right to reject poor quality loads at the Municipality's expense.

5. The Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

#### **TERM**

1. The Municipality agrees to deliver its collected curbside recyclable material to Brown County's designated facility for a term of fifteen years (January 1, 2008 through December 31, 2022). At the end of the initial fifteen (15) year Operation Term or any renewal thereof, the Operation Term shall automatically renew for an additional five (5) year period unless, at least six (6) months prior to the end of the initial Operating Term or any renewal thereof, the Municipality or Brown County provides the other party with written notice of its intention not to participate further under the terms and conditions of this contract.
2. Should either party fail to carry out its obligations under this Agreement, the other party may pursue its legal and equitable remedies after giving the defaulting party ten (10) working days' notice of default.
3. In the event of a conflict of interpretation of this agreement both parties shall agree to use their best efforts to amicably resolve any dispute arising out of, or in any way related to, the interpretation, implementation or performance of this Agreement.

4. This Document does not supersede or supplant any previous agreements or arrangements between the parties.

**BROWN COUNTY**

By: \_\_\_\_\_  
\_\_\_\_\_ Tom Hinz

Its: \_\_\_\_\_ Executive

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ Charles Larscheid

Its: \_\_\_\_\_ Port & Solid Waste Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ Darlene Marcelle

Its: \_\_\_\_\_ Clerk

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ James Rasmussen

Its: \_\_\_\_\_ Solid Waste Board Chair

Dated: \_\_\_\_\_

**CITY OF DE PERE**

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

ITEM 11

## City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works S.J.T.  
**Date:** September 3, 2009  
**Subject:** Commercial Cross Connection Control Program

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The City hired Hydro Designs in 2007 to perform our commercial and industrial cross connection inspections. The original contract has expired and we need to renew the contract with Hydro Designs to continue our commercial and industrial cross connection program. As most of you are aware already, the City is required by the Wisconsin Administrative Code 811.09 to develop and implement a cross connection control program. The purpose of the cross connection program is to ensure that the City provides and protects the water distribution system for safe drinking water. The cross connection program will inspect private plumbing systems for commercial and industrial properties to make sure they cannot contaminate the City's water system. The cross connection program will establish and administer guidelines for controlling cross connections and implementing means to ensure their enforcement so that the public drinking water will be protected both in the City's distribution mains as well as within private buildings.

It is recommended that City renew the contract with Hydro Designs to continue the cross connection program for commercial and industrial properties. The funding for this project was approved under the 2009 water utility budget under capital projects. Staff plans to budget monies in 2010 for this program as well. This program will continue to be an ongoing program.

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



# Cross Connection Program Proposal City of De Pere

August 11th, 2009

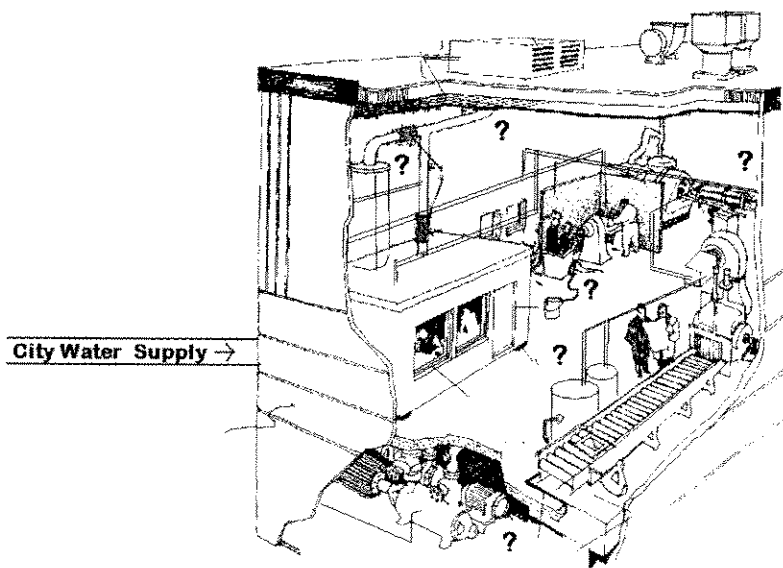
Scott Thoreson  
City of De Pere Public Works



Why is this project necessary? Page 1

Executive Summary Page 2

Our Qualifications and Staff Page 3



 HydroDesigns



*Safe Drinking Water Is Our Business*

## Cross Connection Control Program \*

# Why?



## NR 811.09

### Cross-connections and interconnections.

#### Installation or replacement of cross-connections is prohibited.

Plumbing back-siphonage, cross-connection and potability control regulations are provided in s. Comm 82.65; water system interconnections are prohibited except as provided in sub.

(2). In addition the following requirements shall be met:

(1) **CROSS-CONNECTION CONTROL PROGRAM.** The supplier of water for every municipal water system shall develop and implement a comprehensive control program for the elimination of all existing cross-connections and prevention of all future cross-connections. A record of the cross-connection control program shall be kept current and available for annual review by the department.

The control program shall include but not be limited to:

(a) A complete description of the program and the administration procedures, including designation of the inspection or enforcement agency or agencies;

(b) Local authority for implementation of the program, such as ordinance or rule;

(c) A time schedule for inspection and reinspection of consumer premises for cross-connections including appropriate record keeping. Unless otherwise authorized by the department, each supplier of water shall inspect every service a minimum of once every 10 years. It is recommended that industrial and commercial services be inspected once every 2 years.

(d) A description of the methods and devices which will be used to protect the water supply by reference to or inclusion of ch. Comm 82;

(e) Provisions for denial or discontinuance of water service, after reasonable notice, to any premises where an unprotected cross-connection exists.

(f) Submission to the department of a copy of an ordinance establishing a cross-connection control program.

(2) **INTERCONNECTIONS WITH OTHER ACCEPTABLE WATER SOURCES.** Interconnections between the public water supply system and another source of water are prohibited unless permitted by the department in individual cases. Approval of the department shall be obtained prior to the interconnection.

**History:** Cr. Register, April, 1992, No. 436, eff. 5-1-92; correction in (Intro.) and

(1) (d) made under s. 13.93 (2m) (b) 7., Stats., Register, December, 1965, No. 516.

Requires municipal water suppliers have CCC Program in place

DNR defines CCC Program components

Program to be documented and inspections on a time schedule

Must refer to Comm. 82.41 plumbing code

All well to city water interconnections must be permitted individually by DNR

## Cost Effective Compliance



# Executive Summary

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Based on our discussions, HDI will provide the following services to the DE PERE WATER UTILITY. This project is the continuation of the on going City of De Pere Cross-Connection Control Program to eliminate hazardous unprotected connections to the public water supply. Initiated in 2007, this program will provide the DE PERE WATER UTILITY with the necessary data and information to *continue* to bring your community into compliance with the Wisconsin Department of Natural Resources Regulations (NR 811.09). The components of this community wide safety project include:

1. Send Individual notices of inspection to each water customer and any non-compliance notices with corrective action reports. Provide toll-free phone access to HDI staff for technical and compliance questions from DE PERE WATER UTILITY water customers.
2. Perform inspections at individual industrial, commercial, and public authority users within the City of DE PERE served by the public water supply for cross-connections. Inspections will be conducted utilizing the isolation approach as supported by the Wisconsin Department of Commerce Standards (COMM. 82.41).
3. Complete a total of **225** initial inspections of buildings never inspected, **33** re-inspections of high hazard buildings and up to **182** compliance inspections of non-residential industrial & public authority facilities and/or vacant properties during the contract period. Each site visit counts as an inspection.
4. Data management and program notices for all inspection services will be provided throughout the contract period using the HDI Software Data Management Program.
5. Submit comprehensive management reports at the conclusion of each round of inspections and conduct a compliance review meeting to discuss overall program status and recommendations.
6. Provide up to six **(6)** ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers **per facility for compliance** if no other cross connections are identified at that particular facility.

The above services will be provided for:

<b>2 yr Contract Renewal Cost: 440 Inspections (sites never inspected and follow ups)</b>
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<b>18 Month Contract: Monthly Amount: \$2,589.00</b>
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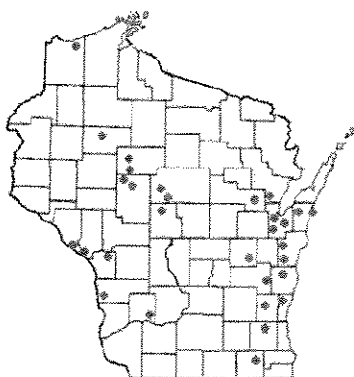
<b>Contract: \$46,602.00</b>
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Contract is based upon an 18 month period. HDI will invoice eight teen (18) equal monthly amounts of **\$2,589.00**

# Our Qualifications



*Safe Drinking Water Is Our Business*



Hydro Designs, Inc. (HDI) is a consulting firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which has the core of our business for just over 26 years.

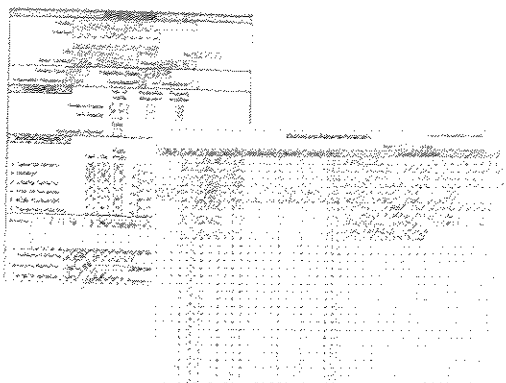
## Cost Effective Solutions

- 4 HDI CCC Inspectors in Wisconsin
- Computerized Records
- Full Program Reports for DNR
- Water customer notification
- NR 811.09 compliance for CCC
- Onsite CCC training for your staff

*Our comprehensive programs are State Recognized and adhere to AWWA standards for Cross Connection Control.*

## Our Clients

**Wisconsin Municipal**



Abbotsford  
Ashwaubenon  
Cleveland  
Delavan  
Kaukauna  
Abbotsford  
Mayville  
Melvina  
Oconto Falls  
Stratford  
Stevens Point  
Westby  
West Bend

Allouez  
Brookfield  
Chetek  
Germantown  
Kewaunee  
Kronenwetter  
Marshfield  
Pittsville  
Rice Lake  
Slinger  
Spencer  
Waupun  
Wisconsin Rapids

Alma  
Cochrane  
De Pere  
Grafton  
Luxemburg  
Kiel  
Medford  
Pulaski  
Schofield  
Superior  
Thorp  
Weston  
Whitehall

## Specific Qualifications



**Hydro Designs, Inc.** is a professional service organization that specializes in Cross Connection Control Programs. Since 1983, we have assisted municipal clients and water utilities with the development, implementation, and maintenance of CCC programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are passionate about providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HDI conducts over 15,000 Cross Connection Control Inspections **annually**.
- HDI tracks and manages over 25,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HDI recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes. If our administrative staff cannot answer a technical question, HDI program managers will intervene and respond in a timely manner to the customer needs.
- HDI currently serves over 120 communities in Michigan, Wisconsin, Illinois, and Florida. We still have our first customer!
- HDI staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups. HDI is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HDI to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

**HDI INSURANCE.** HDI currently maintains insurance coverage's and limits including;

	<b>Occurrence</b>	<b>Aggregate</b>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

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## Staff- Wisconsin

### Edward Auferoth

Director of Operations, Municipal Division WI, IL, MN



Edward oversees all of our cross connection control programs for Wisconsin, Illinois, and Minnesota. His teams survey sites in accordance with applicable Federal, State and Local regulation codes relevant to backflow prevention. Edward generates all applicable reports for the Federal, State and Local agencies responsible for water quality. He also creates detailed inspection reports summarizing the survey findings and synthesizing the recommended action plan for entire municipalities, complex industrial facilities, and individual water customers.

Edward received his Associate of Applied Science degree in Architectural Drafting from Macomb Community College, graduating Magna Cum Laude.

In addition to his 12 years of field experience, Edward has earned the following certifications:

- Backflow Prevention Survey and Inspection Certificate from the TREEO Center at the University of Florida, 2007
- Cross-Connection Control Program Manager Certificate from the TREEO Center at the University of Florida, 2007
- Advanced Cross-Connection Control certificate from the Michigan Department of Environmental Quality (MDEQ) Water Bureau, 2005
- Cross-Connection Control Tester certificate from the University of Wisconsin, Madison, 2004

### Gary McLaren

#### Cross-Connection Control Program Advisor, WI Municipal Division

Gary is responsible for Cross-Connection advising and business development in the Wisconsin Region. Since 2005, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 25 Municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. In addition to Mr. McLaren's field experience he has:

#### University of Wisconsin Madison – College of Engineering, March 2005

- Cross-Connection Control and Backflow Prevention Certificate

#### Additional qualifications include:

- Certification MDEQ Advanced Cross-Connection Control Training Program
- Cross-Connection Control Program Manager –Wisconsin Region; 25 Water Utility clients
- Industrial Cross-Connection Surveys –Automotive Manufacturing Facilities
- Instructor for multiple Cross-Connection Control Training Courses in Wisconsin

## Staff (continued)

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### **Jerry Rugg**

#### **Cross-Connection Control Program Manager, WI Municipal Division**

Jerry is directly involved with all Wisconsin CCC programs and inspections. He has been an active certified backflow prevention device tester since 1995. With over 10,000 successful test procedures completed, Jerry's main focus is Cross-Connection control program management for our WI clients. He has also presented a CCC education class with the Wisconsin Rural Water Association. Prior to joining HDI, Jerry assisted 8 Wisconsin communities with CCC inspections. In addition to Mr. Rugg's field experience he has the following certifications:

#### **University of Wisconsin Madison – College of Engineering, March 1995**

- Cross-Connection Control and Backflow Prevention Certificate

#### **Department of Commerce**

- Home Inspectors license 2000-2007
- Cross-Connection Control Backflow Prevention Tester, #660838

#### **Additional Experience**

- US Naval Sub Service USS Haddo 604 Nuclear Submarine
- The American Legion Lifetime Member Card# 201918922



### **Alan Roller**

#### **Compliance & Inspection Services, Municipal Division**

Alan is responsible for the inspections and field data for many of our Wisconsin community clients. He is also responsible for verifying proper backflow prevention requirements based on WI Chapter Comm. 82.65. Al has held a Journeyman's R-Plumbing license for over 15 years in Wisconsin. He has 30+ years of experience as a Water Quality and Filtration Technician in southeast Wisconsin. In addition to Mr. Roller's field experience he has the following certifications:

#### **University of Wisconsin Madison – College of Engineering, March 2007**

- Cross-Connection Control and Backflow Prevention Certificate

#### **Department of Commerce**

- Journeyman Plumber –R, #220091

#### **Additional Experience**

- Extensive knowledge of Reverse Osmosis Water Systems
- Onsite service/installations and customer relations at over 20,000 residences



## Staff (continued)

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### **Kelly Sterken**

**Administration and Inspection Services, WI Municipal Division**

Ms. Sterken is responsible for the scheduling and field data management for our Wisconsin clients. She is involved in all aspects of our Wisconsin Cross-Connection Control Programs, including onsite field inspections. In addition to Ms. Sterken's field experience she has the following certifications and licenses:

**University of Wisconsin Madison-College of Engineering, March 2007**

- Cross-Connection Control and Backflow Prevention Certificate

**Department of Commerce**

- Cross-Connection Control Backflow Prevention Tester, #1057617

**Additional Experience**

- 14+ years administrative experience
- 5+ years experience in Cross-Connection Control Program Management



### **Craig Wolf**

**Compliance & Inspection Services, Municipal Division**

Craig is responsible for eliminating, monitoring, protecting and preventing all cross-connections that could allow backflow. Craig accomplishes backflow prevention through on-site field inspections where he ensures the public water supply is protected in both the city main and within buildings. Mr. Wolf is responsible for documenting and reporting his inspection findings to his clients.

In addition to Mr. Wolf's field experience he has the following certifications and licenses:

- **University of Wisconsin Madison-College of Engineering**- Cross-Connection Control and Backflow Prevention Testing. License # 1073895
- **University of Wisconsin Madison-College of Engineering**- Cross-Connection Control and Backflow Prevention Surveyor Certificate

**Additional Experience:**

- Licensed Residential Home Inspector
- Certified Real Estate Appraiser
- Former Owner and General Manager of Brazier Dairy Queen (14+ years)
- Former Department Manager and Safety Lead at The Home Depot (2+ years)
- 15 years of management experience
- Military Veteran - US Army Reserve and National Guard





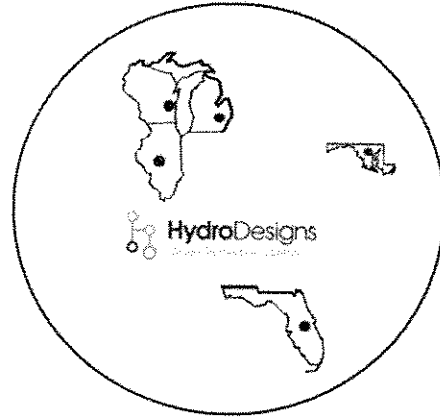
# CCC Program Development Staff

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## **Glenn Adamus**

### **Vice President Operations**

Glenn has been with HDI for over seven years and is responsible for all field operations. He is conversant in Federal, State and Industry drinking water regulations/guidelines as they apply to water quality management practices. Mr. Adamus holds a B.S. in Biochemistry and a Masters of Science in Environmental Science from the University of Michigan – Dearborn. He has performed various water quality analysis and system management projects including water system quality - characterization studies, water main disinfections, Legionella bacteria management consultation, Industry and Municipality Compliance Testing (Stage 2 DBPR, Lead and Copper Rule), and has been involved in industry and municipal cross connection control programs for over seven years.



In addition to his field experience, Mr. Adamus has the following certifications/training:

- **Michigan Department of Environmental Quality (MDEQ) Water Bureau,**  
Soil Erosion & Sedimentation Control Certification, Part 91 – Feb. 2005
- **Michigan Department of Environmental Quality (MDEQ) Water Bureau,**  
Certified Construction Site Storm Water Operator Certification – 2005
- **Michigan Department of Environmental Quality (MDEQ) Water Bureau,**  
Certified Industrial Site Storm Water Operator Certification – 2005
- **Wisconsin Department of Commerce - Cross Connection Control/Backflow Prevention Assembly Testing Certification,** March 2007
- **Wisconsin Department of Commerce - Cross Connection Control Surveyor Certification,** March 2009

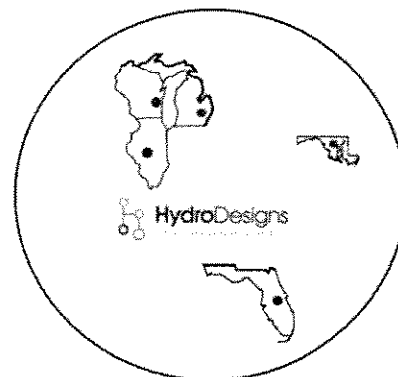
## Staff (continued)

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### **Barry Walter**

#### **Business Development / Training - Municipal Division**

Barry has over eighteen years experience with municipal water and wastewater treatment facilities and systems. Over eleven years experience in developing and implementation of municipal cross-connection control programs. Prior to HDI Mr. Walter was with the Maryland Department of Environment where he headed the State EPA Training and Technical Assistance Program and he was the water/wastewater Superintendent for Worcester County and was the Director of Public Works in Snow Hill, MD. In addition to this extensive experience Mr. Walter has the following certifications and training experience:



**University of Southern California – Foundation for Cross Connection Control and Hydraulic Research, November 2004**

- Cross Connection Control Program Specialist

#### **Training**

- Instructor HDI Cross Connection Control Classes I, II, III
- Instructor MDEQ Advanced Cross Connection Control Program
- Instructor WWA & WRWA Cross Connection Control Courses
- TREEO Backflow Device/Inspection Certification and Train the Trainer Programs

Mr. Walter sits on the MDEQ Education & Training Board and the Michigan Chapter of the American Backflow Prevention Association and is an active member of the following groups:

- Michigan Section (AWWA) – Distribution Committee
- Michigan Rural Water Association (MRWA)
- Michigan Municipal League (MML)
- Michigan Environmental Health Association (MEHA)
- Wisconsin Water Association (WWA) – Education & Training Committee
- Wisconsin Rural Water Association (WRWA)
- American Water Works Association (AWWA) - National Committee for Cross Connection
- National Rural Water Association (NRWA)
- American Backflow Prevention Association (ABPA)

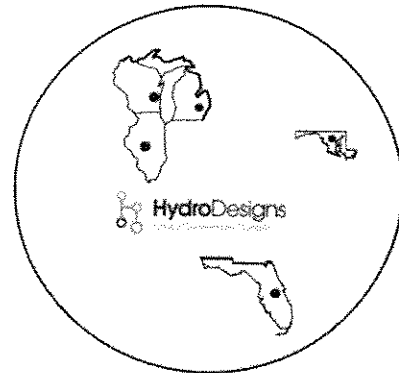
## Staff (continued)

### **Lou Allyn Byus**

#### **Regulatory Relations Director**

Mrs. Byus has 31 years of experience with the Illinois Environmental Protection Agency. During her tenure with the Agency, she served as coordinator of the Cross-Connection Program 1964 - 2005.

- Primary program responsibilities included back-up for the Section Manager; coordination and documentation of field operations personnel activities and field operations educational participation; direction and coordination of the cross-connection program. Responsible for the development and implementation of the Illinois Capacity Development Demonstration Program required under the Safe Drinking Water Act Amendments of 1996.
- Provided public education as both a speaker and program organizer for both water industry members and the public in water supply and cross-connection control.
- Directed the program and staff to certify drinking water operators as competent to operate public water supplies in accordance with the Illinois Drinking Water Operator Certification Law, for 10 years.
- Met with the State-wide Drinking Water Advisory Board to review program policy, discuss operator sanctions, review Water Supply Operator Task Analysis, report program progress.
- Compiled and updated Task Analysis documents for four certification classifications.
- Prepared and reviewed certification examination questions.



#### **Professional Organization Affiliations:**

- Active member of the Illinois Potable Water Supply Operators Association (1974 – Present)  
Serves as Executive Director since 1990
- Active member of the American Water Works Association (1975 – Present)
  - Served on the international 512 Committee on Cross-Connection Control, M-14 Workgroup, and the Administrative & Policy Council Awards committees.
  - Served on the national AWWA Inorganic Technical Advisory Workgroup, Inorganic Contaminants Research Committee, and APC Standing Committee on Section Management
- Served the AWWA Research Foundation by participating on two Project Advisory Committees in recent years, including the project regarding Water Quality in Wet Pipe Fire Sprinkler Systems published in 1965.

#### **Other past organizational participation:**

- American Society of Sanitary Engineers Standard 5000 Professional Qualification Committee, initial standard version.
- U. S. EPA Implementation Work group
- Association of Boards of Certification), an international organization of environmental certification boards
  - Director (1961-1964)
  - President (1965)

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ (insert date) by and between the City of De Pere, organized and existing under the laws of the State of Wisconsin, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW.** HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

**2.2 INSPECTIONS.** HDI will perform initial inspections or compliance inspections, or re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Commerce, COMM 82 standards.

- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Two or six year re-inspection cycle).

**2.3 INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:

- Prioritizing and scheduling of inspections
- Notify users of inspections, backflow assembly & device installation requirements
- Monitor inspection and testing compliance
- Maintenance of program to comply with all WDNR requirements

All communications between the Utility and Hydro Designs, Inc. regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements and in compliance with the Wisconsin Public Records Law. The Wisconsin Public Records Law makes the final determination on the confidentiality of communications.

**2.5 MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a monthly & annual basis to the Utility, which will include the following:

- Schedule of Inspections – 3 weeks before scheduled date
- Activity Reports – detailing inspection activity after each round of inspections
  - Inspections Completed report – details dates and compliance status of facilities inspected
  - Notice Summary Report – details dates notices were sent to facilities
  - Violation Summary report – details what corrective action must be taken by each facility in order to move into compliance.
- Submit comprehensive annual report to Utility detailing inspection and notice activity as well as compliance status and violations summary

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Re-inspection frequency for all facilities.
- Backflow prevention assembly testing requirements.

- 2.7 VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- 2.9 SUPPORT.** HDI will provide ongoing support via phone, fax, internet or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
- Complex Facilities.** It is possible that HDI may, during its inspections of such facilities, discover a facility which, for reasons of process requirements, size or operational constraints, it is not able to perform a complete inspection. In those circumstances, HDI shall coordinate with the facility and the Utility an additional process whereby the facility can be fully inspected and gain cross connection control compliance. Such additional inspection process may include an alternative HDI inspection or an independent inspection/survey of the facility completed by the facility's contractor.
- 2.11 INSPECTION TERMS.** HDI will perform 440 inspections over an 18-month contract period. The total inspections include all Initial inspections, compliance and re-inspections. The Utility has the ability to authorize additional inspections in writing. If there are changes in the number of inspections pricing will be adjusted accordingly.
- 2.12 COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND WISCONSIN ADMINISTRATIVE CODE.** HDI will assist in compliance with DNR and WI Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.
- 2.13 INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.
- 2.14 DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.
- 2.15 ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.16 CROSS CONNECTION CONTROL BROCHURES.** HDI will provide cross-connection control educational brochures with each inspection notice and inventory for utility.
- 2.17 INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HDI an updated facility listing, if the current account list has dramatically changed from the list received at the beginning of the program. *If Utility is unable to provide an electronic file copy of facility information, HDI will assess a data transfer fee of \$80/hour to manually input the facility listing and/or assembly test record information into the HDI Software Data Management Program. This fee will be invoiced separately outside the scope of this service agreement.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

## ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on \_\_\_\_\_ (Date) and end 18 months from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION.** From (date) \_\_\_\_\_, the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$2,589.00 per month, \$46,602.00 annually.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of Wisconsin Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES** – HDI personnel will not enter into confined spaces.



## ARTICLE V. Risk Management

**5.1 INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.

**5.2 INDEMNIFICATION.** HDI agrees to and shall hold the City, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The City agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the City. In the event that both HDI and the City are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the City for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.

**5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by Brown County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.14 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.15 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.  
C/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48098  
(248) 250-5005  
(248) 789-1789 fax

If to City:

Scott Thoreson  
Public Works Director  
City of De Pere  
925 South 6th  
De Pere WI, 54115

**SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of De Pere**

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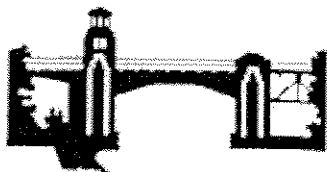
By: **Scott Thoreson**

Its: Public Works Director

**Hydro-Designs, Inc.**

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By: John Hudak  
Its: President/COO



# Memorandum

To: Honorable Mayor Walsh  
Members of the Board of Public Works

From: Karen Heyrman, P.E.  
Assistant City Engineer

Re: Approve Bid for Project 09-06, Sanitary Sewer, Storm Sewer, Watermain,  
Grading & Graveling, Pond Retrofit

Date: September 3, 2009

Discussion: The following quotes were received for Project 09-06

<u>Contractor</u>	<u>Bid Amount</u>
David Tenor Corp	\$272,936.67
Jossart Bros, INC	\$280,486.98
Dorner, INC	\$285,258.50
Feaker & Sons Co, INC	\$285,611.45
Kruczek Constr, INC	\$287,000.00
Tenor Pipeline Constr, INC	\$290,245.09
Ronet Constr Corp	\$296,555.55
Roger Bowers Constr, INC	\$302,833.45
PTS Contractors, INC	\$322,353.42
Carl Bowers & Sons Constr Co, INC	\$338,901.65
Ed Gersek, INC	\$346,102.53
Vinton Constr Co	\$356,519.35
De Groot, INC	\$411,658.19
Advance Constr, INC	\$426,611.10
Musson Brothers, INC	\$433,252.61

15 Bids were received for this project. The recommendation is to accept the bid from David Tenor Corp. in the amount of \$272,936.67.

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER 1 DAVID TENOR CORP	AMT BID	BIDDER 2 JOSSART BROS, INC	AMT BID
<b>SITE 1 KILLARNY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$23.50	\$16,732.00	\$30.00	\$21,360.00
8.10.008	8-inch PVC Sewer	LF	891	\$29.90	\$26,640.90	\$42.00	\$37,422.00
8.39.01	Manholes	VF	38	\$141.75	\$5,386.50	\$134.00	\$5,092.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$23.50	\$13,771.00	\$20.00	\$11,720.00
8.10.012	12-inch PVC Sewer	LF	1179	\$21.00	\$24,759.00	\$20.00	\$23,580.00
8.39.01	Manholes	VF	14	\$235.00	\$3,290.00	\$260.00	\$3,640.00
DP 10006	Inlet Type B	EA	2	\$1,250.00	\$2,500.00	\$1,100.00	\$2,200.00
DP 10007	Field Inlet	EA	1	\$925.00	\$925.00	\$900.00	\$900.00
628.7005	Inlet Protection Type A	EA	20	\$1.00	\$20.00	\$0.01	\$0.20
628.7010	Inlet Protection Type B	EA	1	\$60.00	\$60.00	\$25.00	\$25.00
628.7015	Inlet Protection Type C	EA	4	\$30.00	\$120.00	\$30.00	\$120.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00
8.20.006	6-inch PVC Watermain	LF	6	\$25.00	\$150.00	\$20.00	\$120.00
8.20.008	8-inch PVC Watermain	LF	959	\$18.35	\$17,597.65	\$19.00	\$18,221.00
8.24.001	1-inch Water Tubing	LF	631	\$22.00	\$13,882.00	\$23.00	\$14,513.00
8.27.008	8-inch Gate Valve	EA	1	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$2.05	\$3,167.25	\$2.10	\$3,244.50
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$7.79	\$23,915.30	\$7.70	\$23,639.00
DP 10001	Tracking Pad	EA	1	\$307.50	\$307.50	\$350.00	\$350.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.67	\$6,044.07	\$0.68	\$6,134.28
<b>TOTAL SITE 1</b>				<b>TOTAL</b>	<b>\$161,368.17</b>	<b>TOTAL</b>	<b>\$174,380.98</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$66.50	\$34,912.50	\$68.00	\$35,700.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$675.00	\$8,235.00	\$260.00	\$3,172.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,150.00	\$1,150.00	\$1,300.00	\$1,300.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$425.00	\$2,507.50	\$250.00	\$1,475.00
DP 10009	Grate	EA	1	\$850.00	\$850.00	\$800.00	\$800.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$5.12	\$563.20	\$5.50	\$605.00
201.0220	Grubbing	ID	110	\$5.12	\$563.20	\$5.50	\$605.00
205.0100	Common Excavation	SY	17600	\$2.87	\$50,512.00	\$2.85	\$50,160.00
606.0100	Riprap Light	CY	5	\$30.75	\$153.75	\$30.00	\$150.00
628.1504	Silt Fence	LF	100	\$0.82	\$82.00	\$1.00	\$100.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.03	\$2,930.35	\$1.00	\$2,845.00
DP 10001	Tracking Pad	EA	1	\$307.50	\$307.50	\$350.00	\$350.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.62	\$5,394.00	\$0.62	\$5,394.00
<b>TOTAL SITE 2</b>				<b>TOTAL</b>	<b>\$108,161.00</b>	<b>TOTAL</b>	<b>\$102,656.00</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$307.50	\$307.50	\$350.00	\$350.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.62	\$3,100.00	\$0.62	\$3,100.00
<b>TOTAL SITE 3</b>				<b>TOTAL</b>	<b>\$3,407.50</b>	<b>TOTAL</b>	<b>\$3,450.00</b>
<b>GRAND TOTAL ALL SITES</b>				<b>GRAND TOTAL</b>	<b>\$272,936.67</b>	<b>GRAND TOTAL</b>	<b>\$280,486.98</b>

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

				<u>BIDDER 3</u>	<u>AMT BID</u>	<u>BIDDER 4</u>	<u>AMT BID</u>
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>DORNER, INC</u>		<u>FEAKER &amp; SONS CO, INC</u>	
<b>SITE 1 KILL ARMY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$19.00	\$13,528.00	\$31.00	\$22,072.00
8.10.008	8-inch PVC Sewer	LF	891	\$35.00	\$31,185.00	\$47.00	\$41,877.00
8.39.01	Manholes	VF	38	\$183.00	\$6,954.00	\$150.00	\$5,700.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$16.00	\$9,376.00	\$18.00	\$10,548.00
8.10.012	12-inch PVC Sewer	LF	1179	\$18.00	\$21,222.00	\$22.20	\$26,173.80
8.39.01	Manholes	VF	14	\$354.00	\$4,956.00	\$250.00	\$3,500.00
DP 10006	Inlet Type B	EA	2	\$1,250.00	\$2,500.00	\$1,100.00	\$2,200.00
DP 10007	Field Inlet	EA	1	\$1,050.00	\$1,050.00	\$850.00	\$850.00
628.7005	Inlet Protection Type A	EA	20	\$75.00	\$1,500.00	\$25.00	\$500.00
628.7010	Inlet Protection Type B	EA	1	\$50.00	\$50.00	\$25.00	\$25.00
628.7015	Inlet Protection Type C	EA	4	\$50.00	\$200.00	\$25.00	\$100.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$525.00	\$1,050.00	\$250.00	\$500.00
8.20.006	6-inch PVC Watermain	LF	6	\$53.00	\$318.00	\$18.00	\$108.00
8.20.008	8-inch PVC Watermain	LF	959	\$30.00	\$28,770.00	\$22.00	\$21,098.00
8.24.001	1-inch Water Tubing	LF	631	\$30.00	\$18,930.00	\$23.00	\$14,513.00
8.27.008	8-inch Gate Valve	EA	1	\$1,125.00	\$1,125.00	\$1,100.00	\$1,100.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$2.05	\$3,167.25	\$2.00	\$3,090.00
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$7.80	\$23,946.00	\$7.60	\$23,332.00
DP 10001	Tracking Pad	EA	1	\$315.00	\$315.00	\$300.00	\$300.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.70	\$6,314.70	\$0.65	\$5,863.65
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$176,456.95</b>	<b>TOTAL</b>	<b>\$183,450.45</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$70.00	\$36,750.00	\$62.00	\$32,550.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$264.00	\$3,220.80	\$320.00	\$3,904.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,350.00	\$1,350.00	\$1,225.00	\$1,225.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$285.00	\$1,681.50	\$230.00	\$1,357.00
DP 10009	Grate	EA	1	\$875.00	\$875.00	\$850.00	\$850.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$5.10	\$561.00	\$5.00	\$550.00
201.0220	Grubbing	ID	110	\$5.10	\$561.00	\$5.00	\$550.00
205.0100	Common Excavation	SY	17600	\$2.90	\$51,040.00	\$2.80	\$49,280.00
606.0100	Riprap Light	CY	5	\$31.00	\$155.00	\$30.00	\$150.00
628.1504	Silt Fence	LF	100	\$0.85	\$85.00	\$0.80	\$80.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.05	\$2,987.25	\$1.00	\$2,845.00
DP 10001	Tracking Pad	EA	1	\$315.00	\$315.00	\$300.00	\$300.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.65	\$5,655.00	\$0.60	\$5,220.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$105,236.55</b>	<b>TOTAL</b>	<b>\$98,861.00</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$315.00	\$315.00	\$300.00	\$300.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.65	\$3,250.00	\$0.60	\$3,000.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$3,565.00</b>	<b>TOTAL</b>	<b>\$3,300.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$285,258.50</b>	<b>GRAND TOTAL</b>	<b>\$285,611.45</b>

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

				<u>BIDDER 5</u>	<u>AMT BID</u>	<u>BIDDER 6</u>	<u>AMT BID</u>
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	KRUCZEK CONST, INC		TENOR PIPELINE CONST, INC	
<b>SITE 1 KILL ARMY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$29.00	\$20,648.00	\$33.55	\$23,887.60
8.10.008	8-inch PVC Sewer	LF	891	\$43.00	\$38,313.00	\$35.36	\$31,505.76
8.39.01	Manholes	VF	38	\$132.00	\$5,016.00	\$242.00	\$9,196.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$23.00	\$13,478.00	\$22.52	\$13,196.72
8.10.012	12-inch PVC Sewer	LF	1179	\$20.00	\$23,580.00	\$18.64	\$21,976.56
8.39.01	Manholes	VF	14	\$260.00	\$3,640.00	\$344.00	\$4,816.00
DP 10006	Inlet Type B	EA	2	\$1,250.00	\$2,500.00	\$1,360.00	\$2,720.00
DP 10007	Field Inlet	EA	1	\$1,135.00	\$1,135.00	\$1,316.00	\$1,316.00
628.7005	Inlet Protection Type A	EA	20	\$1.00	\$20.00	\$40.00	\$800.00
628.7010	Inlet Protection Type B	EA	1	\$100.00	\$100.00	\$15.00	\$15.00
628.7015	Inlet Protection Type C	EA	4	\$100.00	\$400.00	\$20.00	\$80.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$525.00	\$1,050.00	\$662.00	\$1,324.00
8.20.006	6-inch PVC Watermain	LF	6	\$50.00	\$300.00	\$33.00	\$198.00
8.20.008	8-inch PVC Watermain	LF	959	\$17.00	\$16,303.00	\$18.20	\$17,453.80
8.24.001	1-inch Water Tubing	LF	631	\$30.00	\$18,930.00	\$25.92	\$16,355.52
8.27.008	8-inch Gate Valve	EA	1	\$1,200.00	\$1,200.00	\$1,363.00	\$1,363.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$2.00	\$3,090.00	\$2.10	\$3,244.50
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$7.75	\$23,792.50	\$7.91	\$24,283.70
DP 10001	Tracking Pad	EA	1	\$300.00	\$300.00	\$312.00	\$312.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.65	\$5,863.65	\$0.68	\$6,134.28
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$179,659.15</b>	<b>TOTAL</b>	<b>\$180,178.44</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$68.50	\$35,962.50	\$65.00	\$34,125.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$370.00	\$4,514.00	\$412.00	\$5,026.40
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,070.00	\$1,070.00	\$1,200.00	\$1,200.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$500.00	\$2,950.00	\$580.00	\$3,422.00
DP 10009	Grate	EA	1	\$575.00	\$575.00	\$1,000.00	\$1,000.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$5.00	\$550.00	\$5.20	\$572.00
201.0220	Grubbing	ID	110	\$5.00	\$550.00	\$5.20	\$572.00
205.0100	Common Excavation	SY	17600	\$2.80	\$49,280.00	\$2.92	\$51,392.00
606.0100	Riprap Light	CY	5	\$30.00	\$150.00	\$30.00	\$150.00
628.1504	Silt Fence	LF	100	\$1.00	\$100.00	\$0.85	\$85.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.00	\$2,845.00	\$1.05	\$2,987.25
DP 10001	Tracking Pad	EA	1	\$300.00	\$300.00	\$315.00	\$315.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.60	\$5,220.00	\$0.65	\$5,655.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$104,066.50</b>	<b>TOTAL</b>	<b>\$106,501.65</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$274.35	\$274.35	\$315.00	\$315.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.60	\$3,000.00	\$0.65	\$3,250.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$3,274.35</b>	<b>TOTAL</b>	<b>\$3,565.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$287,000.00</b>	<b>GRAND TOTAL</b>	<b>\$290,245.09</b>

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

				BIDDER 7	AMT BID	BIDDER 8	AMT BID
ITEM	ITEM DESCRIPTION	UNIT	QTY	RONET CONSTR CORP		ROGER BOWERS CONST, INC	
<b>SITE 1 KILL ARMY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$30.90	\$22,000.80	\$24.50	\$17,444.00
8.10.008	8-inch PVC Sewer	LF	891	\$41.10	\$36,620.10	\$36.50	\$32,521.50
8.39.01	Manholes	VF	38	\$174.00	\$6,612.00	\$180.00	\$6,840.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$23.50	\$13,771.00	\$11.00	\$6,446.00
8.10.012	12-inch PVC Sewer	LF	1179	\$21.50	\$25,348.50	\$19.50	\$22,990.50
8.39.01	Manholes	VF	14	\$243.85	\$3,413.90	\$200.00	\$2,800.00
DP 10006	Inlet Type B	EA	2	\$1,260.00	\$2,520.00	\$900.00	\$1,800.00
DP 10007	Field Inlet	EA	1	\$885.00	\$885.00	\$900.00	\$900.00
628.7005	Inlet Protection Type A	EA	20	\$20.00	\$400.00	\$100.00	\$2,000.00
628.7010	Inlet Protection Type B	EA	1	\$85.00	\$85.00	\$45.00	\$45.00
628.7015	Inlet Protection Type C	EA	4	\$150.00	\$600.00	\$50.00	\$200.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$375.00	\$750.00	\$700.00	\$1,400.00
8.20.006	6-inch PVC Watermain	LF	6	\$30.00	\$180.00	\$20.00	\$120.00
8.20.008	8-inch PVC Watermain	LF	959	\$21.60	\$20,714.40	\$18.00	\$17,262.00
8.24.001	1-inch Water Tubing	LF	631	\$25.45	\$16,058.95	\$23.50	\$14,828.50
8.27.008	8-inch Gate Valve	EA	1	\$1,155.00	\$1,155.00	\$1,200.00	\$1,200.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$2.25	\$3,476.25	\$2.90	\$4,480.50
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$7.60	\$23,332.00	\$8.05	\$24,713.50
DP 10001	Tracking Pad	EA	1	\$950.00	\$950.00	\$500.00	\$500.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.65	\$5,863.65	\$0.45	\$4,059.45
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$184,736.55</b>	<b>TOTAL</b>	<b>\$162,550.95</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$74.10	\$38,902.50	\$65.50	\$34,387.50
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$360.00	\$4,392.00	\$325.00	\$3,965.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,270.00	\$1,270.00	\$950.00	\$950.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$475.00	\$2,802.50	\$300.00	\$1,770.00
DP 10009	Grate	EA	1	\$850.00	\$850.00	\$350.00	\$350.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$5.00	\$550.00	\$20.00	\$2,200.00
201.0220	Grubbing	ID	110	\$5.00	\$550.00	\$20.00	\$2,200.00
205.0100	Common Excavation	SY	17600	\$2.80	\$49,280.00	\$4.75	\$83,600.00
606.0100	Riprap Light	CY	5	\$30.00	\$150.00	\$40.00	\$200.00
628.1504	Silt Fence	LF	100	\$0.80	\$80.00	\$1.50	\$150.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.00	\$2,845.00	\$1.00	\$2,845.00
DP 10001	Tracking Pad	EA	1	\$1,480.00	\$1,480.00	\$500.00	\$500.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.60	\$5,220.00	\$0.45	\$3,915.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$108,372.00</b>	<b>TOTAL</b>	<b>\$137,032.50</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$447.00	\$447.00	\$1,000.00	\$1,000.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.60	\$3,000.00	\$0.45	\$2,250.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$3,447.00</b>	<b>TOTAL</b>	<b>\$3,250.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$296,555.55</b>	<b>GRAND TOTAL</b>	<b>\$302,833.45</b>



**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER 9 PTS CONTRACTORS, INC	AMT BID	BIDDER 10 CARL BOWERS & SONS CONST CO, INC	AMT BID
<b>SITE 1 KILL ARNY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$38.50	\$27,412.00	\$35.00	\$24,920.00
8.10.008	8-inch PVC Sewer	LF	891	\$52.50	\$46,777.50	\$48.00	\$42,768.00
8.39.01	Manholes	VF	38	\$146.00	\$5,548.00	\$180.00	\$6,840.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$22.50	\$13,185.00	\$27.00	\$15,822.00
8.10.012	12-inch PVC Sewer	LF	1179	\$25.50	\$30,064.50	\$27.25	\$32,127.75
8.39.01	Manholes	VF	14	\$204.00	\$2,856.00	\$250.00	\$3,500.00
DP 10006	Inlet Type B	EA	2	\$992.00	\$1,984.00	\$1,100.00	\$2,200.00
DP 10007	Field Inlet	EA	1	\$708.00	\$708.00	\$1,050.00	\$1,050.00
628.7005	Inlet Protection Type A	EA	20	\$75.00	\$1,500.00	\$75.00	\$1,500.00
628.7010	Inlet Protection Type B	EA	1	\$50.00	\$50.00	\$75.00	\$75.00
628.7015	Inlet Protection Type C	EA	4	\$50.00	\$200.00	\$75.00	\$300.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$560.00	\$1,120.00	\$800.00	\$1,600.00
8.20.006	6-inch PVC Watermain	LF	6	\$35.00	\$210.00	\$80.00	\$480.00
8.20.008	8-inch PVC Watermain	LF	959	\$32.00	\$30,688.00	\$23.00	\$22,057.00
8.24.001	1-inch Water Tubing	LF	631	\$31.00	\$19,561.00	\$26.00	\$16,406.00
8.27.008	8-inch Gate Valve	EA	1	\$1,165.00	\$1,165.00	\$1,300.00	\$1,300.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$2.00	\$3,090.00	\$1.80	\$2,781.00
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$7.75	\$23,792.50	\$7.50	\$23,025.00
DP 10001	Tracking Pad	EA	1	\$305.00	\$305.00	\$500.00	\$500.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.67	\$6,044.07	\$1.40	\$12,629.40
<b>TOTAL SITE 1</b>				<b>TOTAL</b>	<b>\$216,260.57</b>	<b>TOTAL</b>	<b>\$211,881.15</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$63.00	\$33,075.00	\$74.00	\$38,850.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$432.00	\$5,270.40	\$350.00	\$4,270.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,048.00	\$1,048.00	\$1,200.00	\$1,200.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$413.00	\$2,436.70	\$350.00	\$2,065.00
DP 10009	Grate	EA	1	\$801.00	\$801.00	\$900.00	\$900.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$5.00	\$550.00	\$1.00	\$110.00
201.0220	Grubbing	ID	110	\$5.00	\$550.00	\$2.50	\$275.00
205.0100	Common Excavation	SY	17600	\$2.85	\$50,160.00	\$3.10	\$54,560.00
606.0100	Riprap Light	CY	5	\$30.50	\$152.50	\$30.00	\$150.00
628.1504	Silt Fence	LF	100	\$1.00	\$100.00	\$1.50	\$150.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.05	\$2,987.25	\$0.90	\$2,560.50
DP 10001	Tracking Pad	EA	1	\$305.00	\$305.00	\$500.00	\$500.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.61	\$5,307.00	\$1.40	\$12,180.00
<b>TOTAL SITE 2</b>				<b>TOTAL</b>	<b>\$102,742.85</b>	<b>TOTAL</b>	<b>\$117,770.50</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$300.00	\$300.00	\$500.00	\$500.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.61	\$3,050.00	\$1.75	\$8,750.00
<b>TOTAL SITE 3</b>				<b>TOTAL</b>	<b>\$3,350.00</b>	<b>TOTAL</b>	<b>\$9,250.00</b>
<b>GRAND TOTAL ALL SITES</b>				<b>GRAND TOTAL</b>	<b>\$322,353.42</b>	<b>GRAND TOTAL</b>	<b>\$338,901.65</b>

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER 11 ED GERSEK, INC	AMT BID	BIDDER 12 VINTON CONSTR CO	AMT BID
<b>SITE 1 KILL ARNY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$30.00	\$21,360.00	\$39.65	\$28,230.80
8.10.008	8-inch PVC Sewer	LF	891	\$40.00	\$35,640.00	\$48.70	\$43,391.70
8.39.01	Manholes	VF	38	\$330.00	\$12,540.00	\$128.00	\$4,864.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$14.00	\$8,204.00	\$17.95	\$10,518.70
8.10.012	12-inch PVC Sewer	LF	1179	\$17.00	\$20,043.00	\$23.00	\$27,117.00
8.39.01	Manholes	VF	14	\$310.00	\$4,340.00	\$225.00	\$3,150.00
DP 10006	Inlet Type B	EA	2	\$1,000.00	\$2,000.00	\$1,115.00	\$2,230.00
DP 10007	Field Inlet	EA	1	\$1,000.00	\$1,000.00	\$870.00	\$870.00
628.7005	Inlet Protection Type A	EA	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00
628.7010	Inlet Protection Type B	EA	1	\$50.00	\$50.00	\$45.00	\$45.00
628.7015	Inlet Protection Type C	EA	4	\$75.00	\$300.00	\$50.00	\$200.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$1,500.00	\$3,000.00	\$668.00	\$1,336.00
8.20.006	6-inch PVC Watermain	LF	6	\$30.00	\$180.00	\$32.00	\$192.00
8.20.008	8-inch PVC Watermain	LF	959	\$22.00	\$21,098.00	\$23.90	\$22,920.10
8.24.001	1-inch Water Tubing	LF	631	\$18.50	\$11,673.50	\$28.30	\$17,857.30
8.27.008	8-inch Gate Valve	EA	1	\$1,700.00	\$1,700.00	\$1,135.00	\$1,135.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$5.22	\$8,064.90	\$3.50	\$5,407.50
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$6.95	\$21,336.50	\$8.14	\$24,989.80
DP 10001	Tracking Pad	EA	1	\$600.00	\$600.00	\$900.00	\$900.00
2.9.16	Type D Lawn Replacement	SY	9021	\$0.63	\$5,683.23	\$0.95	\$8,569.95
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$180,813.13</b>	<b>TOTAL</b>	<b>\$205,924.85</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$63.00	\$33,075.00	\$93.00	\$48,825.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$361.00	\$4,404.20	\$435.00	\$5,307.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,500.00	\$1,500.00	\$1,064.00	\$1,064.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$403.00	\$2,377.70	\$435.00	\$2,566.50
DP 10009	Grate	EA	1	\$4,000.00	\$4,000.00	\$500.00	\$500.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$4.55	\$500.50	\$12.00	\$1,320.00
201.0220	Grubbing	ID	110	\$4.55	\$500.50	\$12.00	\$1,320.00
205.0100	Common Excavation	SY	17600	\$5.97	\$105,072.00	\$4.07	\$71,632.00
606.0100	Riprap Light	CY	5	\$32.00	\$160.00	\$40.00	\$200.00
628.1504	Silt Fence	LF	100	\$1.70	\$170.00	\$2.00	\$200.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.30	\$3,698.50	\$1.00	\$2,845.00
DP 10001	Tracking Pad	EA	1	\$600.00	\$600.00	\$900.00	\$900.00
2.9.16	Type D Lawn Replacement	SY	8700	\$0.63	\$5,481.00	\$0.95	\$8,265.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$161,539.40</b>	<b>TOTAL</b>	<b>\$144,944.50</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$600.00	\$600.00	\$900.00	\$900.00
2.9.16	Type D Lawn Replacement	SY	5000	\$0.63	\$3,150.00	\$0.95	\$4,750.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$3,750.00</b>	<b>TOTAL</b>	<b>\$5,650.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$346,102.53</b>	<b>GRAND TOTAL</b>	<b>\$356,519.35</b>

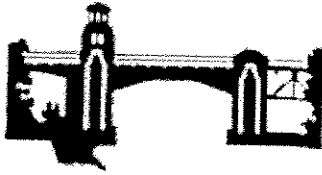
**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

				BIDDER 13	AMT BID	BIDDER 14	AMT BID
ITEM	ITEM DESCRIPTION	UNIT	QTY	DE GROOT, INC		ADVANCE CONSTR, INC	
<b>SITE 1 KILL ARMY TR</b>							
<b>SANITARY SEWER</b>							
8.10.004	4-inch PVC Sewer	LF	712	\$40.99	\$29,184.88	\$25.00	\$17,800.00
8.10.008	8-inch PVC Sewer	LF	891	\$48.64	\$43,338.24	\$60.00	\$53,460.00
8.39.01	Manholes	VF	38	\$204.15	\$7,757.70	\$176.00	\$6,688.00
<b>STORM SEWER</b>							
8.10.006	6-inch PVC Sewer	LF	586	\$25.08	\$14,696.88	\$34.00	\$19,924.00
8.10.012	12-inch PVC Sewer	LF	1179	\$24.23	\$28,567.17	\$28.00	\$33,012.00
8.39.01	Manholes	VF	14	\$334.32	\$4,680.48	\$252.00	\$3,528.00
DP 10006	Inlet Type B	EA	2	\$1,322.93	\$2,645.86	\$1,100.00	\$2,200.00
DP 10007	Field Inlet	EA	1	\$1,106.61	\$1,106.61	\$1,000.00	\$1,000.00
628.7005	Inlet Protection Type A	EA	20	\$75.75	\$1,515.00	\$100.00	\$2,000.00
628.7010	Inlet Protection Type B	EA	1	\$20.20	\$20.20	\$40.00	\$40.00
628.7015	Inlet Protection Type C	EA	4	\$25.25	\$101.00	\$30.00	\$120.00
<b>WATERMAIN</b>							
4.8.5	Relocate Hyd	EA	2	\$353.50	\$707.00	\$1,500.00	\$3,000.00
8.20.006	6-inch PVC Watermain	LF	6	\$50.50	\$303.00	\$36.00	\$216.00
8.20.008	8-inch PVC Watermain	LF	959	\$23.18	\$22,229.62	\$37.50	\$35,962.50
8.24.001	1-inch Water Tubing	LF	631	\$33.82	\$21,340.42	\$40.00	\$25,240.00
8.27.008	8-inch Gate Valve	EA	1	\$1,253.99	\$1,253.99	\$1,040.00	\$1,040.00
<b>EARTHWORK</b>							
205.0100	Common Excavation	CY	1545	\$3.27	\$5,052.15	\$3.85	\$5,948.25
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$9.07	\$27,844.90	\$7.90	\$24,253.00
DP 10001	Tracking Pad	EA	1	\$505.00	\$505.00	\$1,000.00	\$1,000.00
2.9.16	Type D Lawn Replacement	SY	9021	\$2.02	\$18,222.42	\$1.85	\$16,688.85
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$231,072.52</b>	<b>TOTAL</b>	<b>\$253,120.60</b>
<b>SITE 2 POND</b>							
<b>STORM SEWER</b>							
8.6.042	42-Inch Concrete Sewer	LF	525	\$68.10	\$35,752.50	\$78.00	\$40,950.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$269.18	\$3,284.00	\$355.00	\$4,331.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,209.67	\$1,209.67	\$1,175.00	\$1,175.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$341.89	\$2,017.15	\$640.00	\$3,776.00
DP 10009	Grate	EA	1	\$909.00	\$909.00	\$888.00	\$888.00
<b>EARTHWORK</b>							
201.0120	Clearing	ID	110	\$12.12	\$1,333.20	\$16.00	\$1,760.00
201.0220	Grubbing	ID	110	\$15.15	\$1,666.50	\$16.00	\$1,760.00
205.0100	Common Excavation	SY	17600	\$6.09	\$107,184.00	\$4.90	\$86,240.00
606.0100	Riprap Light	CY	5	\$25.25	\$126.25	\$100.00	\$500.00
628.1504	Silt Fence	LF	100	\$4.04	\$404.00	\$1.50	\$150.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.52	\$4,324.40	\$0.90	\$2,560.50
DP 10001	Tracking Pad	EA	1	\$656.50	\$656.50	\$1,000.00	\$1,000.00
2.9.16	Type D Lawn Replacement	SY	8700	\$1.26	\$10,962.00	\$2.00	\$17,400.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$169,829.17</b>	<b>TOTAL</b>	<b>\$162,490.50</b>
<b>SITE 3 MELCORN CIR</b>							
<b>EARTHWORK</b>							
DP 10001	Tracking Pad	EA	1	\$656.50	\$656.50	\$1,000.00	\$1,000.00
2.9.16	Type D Lawn Replacement	SY	5000	\$2.02	\$10,100.00	\$2.00	\$10,000.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$10,756.50</b>	<b>TOTAL</b>	<b>\$11,000.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$411,658.19</b>	<b>GRAND TOTAL</b>	<b>\$426,611.10</b>

**CITY OF DE PERE PROJECT 09-06 SANITARY SEWER, STORM  
SEWER, WATERMAIN, GRADING & GRAVELING, POND RETROFIT**

				<u>BIDDER 15</u>	<u>AMT BID</u>
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	MUSSON BRO, INC	
<b><u>SITE 1 KILLARNY TR</u></b>					
<b><u>SANITARY SEWER</u></b>					
8.10.004	4-inch PVC Sewer	LF	712	\$33.00	\$23,496.00
8.10.008	8-inch PVC Sewer	LF	891	\$28.00	\$24,948.00
8.39.01	Manholes	VF	38	\$150.00	\$5,700.00
<b><u>STORM SEWER</u></b>					
8.10.006	6-inch PVC Sewer	LF	586	\$24.00	\$14,064.00
8.10.012	12-inch PVC Sewer	LF	1179	\$30.00	\$35,370.00
8.39.01	Manholes	VF	14	\$250.00	\$3,500.00
DP 10006	Inlet Type B	EA	2	\$1,200.00	\$2,400.00
DP 10007	Field Inlet	EA	1	\$950.00	\$950.00
628.7005	Inlet Protection Type A	EA	20	\$100.00	\$2,000.00
628.7010	Inlet Protection Type B	EA	1	\$50.00	\$50.00
628.7015	Inlet Protection Type C	EA	4	\$60.00	\$240.00
<b><u>WATERMAIN</u></b>					
4.8.5	Relocate Hyd	EA	2	\$1,000.00	\$2,000.00
8.20.006	6-inch PVC Watermain	LF	6	\$80.00	\$480.00
8.20.008	8-inch PVC Watermain	LF	959	\$22.00	\$21,098.00
8.24.001	1-inch Water Tubing	LF	631	\$40.40	\$25,492.40
8.27.008	8-inch Gate Valve	EA	1	\$1,120.00	\$1,120.00
<b><u>EARTHWORK</u></b>					
205.0100	Common Excavation	CY	1545	\$7.05	\$10,892.25
305.0120	Base Aggregate Dense 1 1/4 "	TON	3070	\$10.40	\$31,928.00
DP 10001	Tracking Pad	EA	1	\$3,000.00	\$3,000.00
2.9.16	Type D Lawn Replacement	SY	9021	\$2.51	\$22,642.71
	<b>TOTAL SITE 1</b>			<b>TOTAL</b>	<b>\$231,371.36</b>
<b><u>SITE 2 POND</u></b>					
<b><u>STORM SEWER</u></b>					
8.6.042	42-Inch Concrete Sewer	LF	525	\$78.00	\$40,950.00
8.39.72	Precast Reinforced Concrete Manhole 72"	VF	12.2	\$250.00	\$3,050.00
522.1042	Apron Endwalls for Culvert Pipe Reinforced Concrete 42"	EA	1	\$1,150.00	\$1,150.00
DP 10008	Precast Reinforced Concrete Manhole 60" outlet structure	VF	5.9	\$300.00	\$1,770.00
DP 10009	Grate	EA	1	\$1,000.00	\$1,000.00
<b><u>EARTHWORK</u></b>					
201.0120	Clearing	ID	110	\$16.00	\$1,760.00
201.0220	Grubbing	ID	110	\$16.00	\$1,760.00
205.0100	Common Excavation	SY	17600	\$6.00	\$105,600.00
606.0100	Riprap Light	CY	5	\$50.00	\$250.00
628.1504	Silt Fence	LF	100	\$3.00	\$300.00
628.2002	Erosion Mat Class I Type A	SY	2845	\$1.25	\$3,556.25
DP 10001	Tracking Pad	EA	1	\$3,000.00	\$3,000.00
2.9.16	Type D Lawn Replacement	SY	8700	\$2.55	\$22,185.00
	<b>TOTAL SITE 2</b>			<b>TOTAL</b>	<b>\$186,331.25</b>
<b><u>SITE 3 MELCORN CIR</u></b>					
<b><u>EARTHWORK</u></b>					
DP 10001	Tracking Pad	EA	1	\$3,000.00	\$3,000.00
2.9.16	Type D Lawn Replacement	SY	5000	\$2.51	\$12,550.00
	<b>TOTAL SITE 3</b>			<b>TOTAL</b>	<b>\$15,550.00</b>
	<b>GRAND TOTAL ALL SITES</b>			<b>GRAND TOTAL</b>	<b>\$433,252.61</b>

Item 13



# Memorandum

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To: Honorable Mayor Walsh  
Members of the Board of Public Works

From: Karen Heyrman, P.E.  
Assistant City Engineer

Re: Approve Bid for Project 09-15 Televising

Date: September 3, 2009

Discussion: The following bids were received for Project 09-15

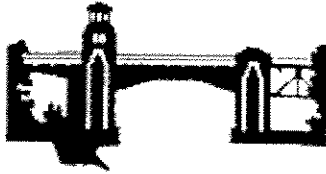
<u>Contractor</u>	<u>Bid Amount</u>
Northern Pipe Equipment, INC	\$20,532.60
Green Bay Pipe & TV, LLC	\$321,264.00
PLC Water Jetting Services, INC	\$32,295.00
American Hydro Services, INC	\$64,907.00
Great Lakes TV & Seal, INC	\$67,933.00

\$40,000 was budgeted for this project. The recommendation is to accept the bid from Northern Pipe Equipment, Inc in the amount of \$20,532.60.

PROJECT 09-15 TELEVISIONG

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1	AMOUNT BID	BIDDER NO. 2	AMOUNT BID	BIDDER NO. 3	AMOUNT BID	BIDDER NO. 4	AMOUNT BID	BIDDER NO. 5	AMOUNT BID
7.1.1	Sewer Cleaning 6" To 72"	LF	37,700	Northern Pipe Equip. INC		Green Bay Pipe & TV, LLC		PLC Water Jetting Services, INC		American Hydro Services, INC		Great Lakes TV & Seal, INC	
7.1.2	Sewer Televising 6" to 72"	LF	37,700										
DP 71000	Root Cutting 6" to 15"	LF	37,700										
DP 71200	Removing Mineral Deposits	LF	200										
				0.269	\$10,141.30	\$0.40	\$15,080.00	\$0.45	\$16,965.00	\$0.99	\$37,323.00	\$0.92	\$34,684.00
				0.269	\$10,141.30	\$0.42	\$15,834.00	\$0.40	\$15,080.00	\$0.72	\$27,144.00	\$0.87	\$32,799.00
				0.500	\$100.00	\$0.75	\$150.00	\$0.50	\$100.00	\$1.10	\$220.00	\$1.00	\$200.00
				0.750	\$150.00	\$1.00	\$200.00	\$0.75	\$150.00	\$1.10	\$220.00	\$1.25	\$250.00
					\$20,532.60		\$31,264.00		\$32,295.00		\$64,907.00		\$67,933.00



# Memorandum

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Date: Sept. 3, 2009

To: Honorable Mayor Walsh  
Members of the Board of Public Works

From: Lee Schley, P.E.  
City Engineer

Subject: Request for curb cut 1251 Scheuring Road.

Discussion: The attached is correspondence from Mark Soderland requesting a curb cut on Scheuring Road , CTY "F". Since it is a county trunk highway it requires Board of Public Works approval.

Fiscal Impact: None

Recommendation To grant the curb cut subject to additional approval from Brown County Highway.

Construction Resources  
P.O. Box 5512  
De Pere, WI 54115  
August 31, 2009

Mayor Mike Walsh  
Board of Public Works  
335 S. Broadway  
De Pere, WI 54115

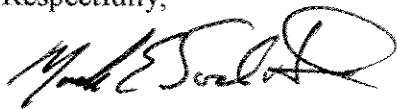
RE: Curb cut approval

Dear Board Members:

I am in the process of starting to develop a property located at 1251 Scheuring Road between East and West Matthew Drive. Enclosed are copies of a proposed certified survey map and preliminary site plan for an office complex that will be forwarded to the September meeting of the City Plan Commission for approval. Chapter 22.15 (a) of the De Pere Municipal Code requires that the Board of Public Works approve curb cuts for commercial uses abutting a county highway located within the corporate limits of the city. The location of the curb cut is shown on the site plan. I request your approval of this curb cut opening. For your information the Brown County Highway Department has approved the curb cut opening.

I can be reached at 655-8457 if you have any questions. Thank you for your time in considering my request.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark E. Soderlund", written in a cursive style.

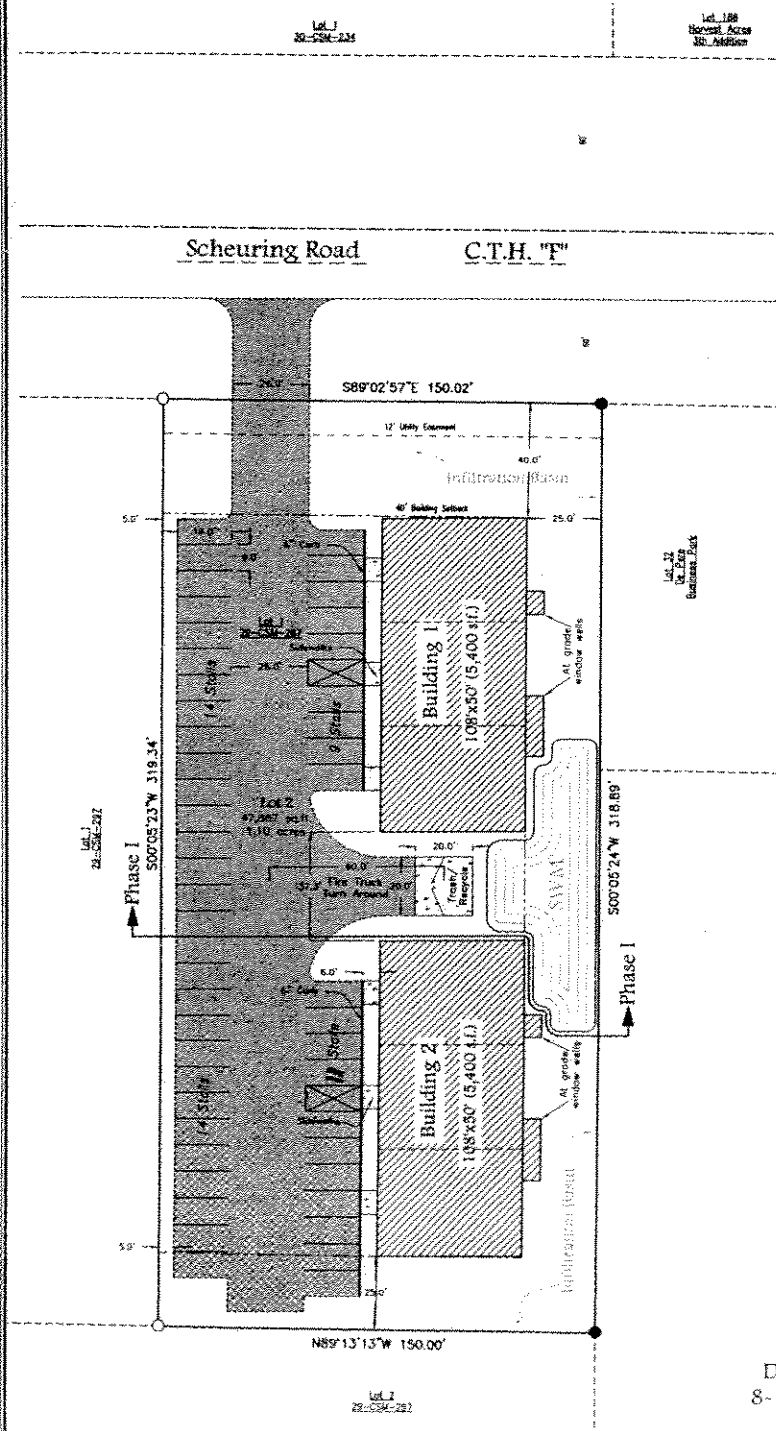
Mark E. Soderlund



# Site Plan

Part of Lot 1, Volume 29, Certified Survey Maps, Page 297, Map No. 4612, Doc. No. 1366210, Brown County Records, located in the North 1/2 of the Northeast 1/4, Section 32, T23N-R20E, City of De Pere, Brown County, Wisconsin

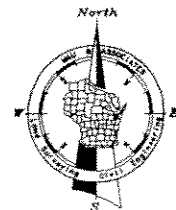
**DEVELOPER:**  
First Choice Builders  
c/o Mr. Mark Soderlund  
DePere, WI 54115  
Phone: 336-4980



**SITE CALCULATIONS**  
Total Site Contains  
1.10 ac. ~ 47,867 s.f.

**PHASE 1**  
Pavement 17,746 s.f. - 37.1%  
Buildings - 10,800 s.f. - 22.6%  
Greenspace - 19,321 s.f. - 40.3%

Site contains 46 Parking Stalls (44 Required)



DATE:  
8-17-09

**TRAFFIC AND PARKING COMMITTEE  
MINUTES  
AUGUST 11, 2009**



**AGENDA ITEMS:**

1. Old Business: None
2. St. Norbert College Parking

Cul-de-sac parking College Ave.  
Reid St. Parking

Schedule G Parking

<b>Street</b>	<b>Side of Street</b>	<b>From Curbline or Ft./Dir of Curbline</b>	<b>To Curbline or Ft./Dir of Start</b>
Reid	N	381/E Third	161/E
College	N	385 /E Fourth	East End
College	S	Fourth	East End

**Deletions**

College	S	Fourth	Third
College	N	Third	322/W

3. Scheuring Drive U-Turn West of S. Ninth St.

Lee Schley will be checking with Brown County and will provide further information on the signage due to the roadway being a County Highway. County would have to post the sign.

4. Lawton Foundry Requesting Additional Parking, willing to lease spots.

Ken Pabich will be researching the leasing agreements in the area.

5. Request for Handicapped parking near Heads Up Salon 321 Main St.

There is sufficient Handicapped Parking near the Salon, request denied.

6. Nicolet Square Angle Parking:

Request to change the painted lines to straight lines from angled lines. Request denied, there is not enough depth to accommodate the request.

7. Pasquales Dumpsters:

Request made to do something regarding the placement of the dumpsters. Long-term plan will be to look at the placement through the Redevelopment Plan. Short term will look at relocating the dumpsters directly to the South near the drive through sign to the old Hansen's restaurant or somewhere in the lot.

8. Request to install Stop Signs at White Pine Ave. at Nicolet Ave. regarding child safety.

The committee determined that the traffic flow was not significant enough to approve the request to go forward. No accident data to support the request.

9. Stop Sign request Webster Ave. at Chicago St. Three way stop.

Committee agreed to move forward with the request. Waiting on measurements. Will research with the County.

10. Request to change the posted speed limit on Horseshoe Ct. from 25 m.p.h to 15 m.p.h

The request was denied. There is no precedent set, no proof of the need and no justification for the change.

11. West De Pere High School Championship Signs at City Limits:

The signs will be placed at Main St. entrance to the City as well as Scheuring Rd. entrance to the City.

City will install the signs; School District is responsible for creating and paying for the signage.

12. Long Term Parking Alleyway N. of Main St. (Nicolet Paper)

**Long --Term Parking**

<b>Parking Lot</b>	<b>No. Stalls</b>	<b>Parking Row/ From Dir.</b>	<b>Located No. of Stalls/ From Dir.</b>
<b>Alley Lot</b>	17	1/N	1/W thru 17/W

13. Handicapped Request in parking lot old bridge corridor lot adjacent to the TURBA Building S. Side of parking lot 1 stall.

Request tabled while downtown study takes place.

14. St. Norbert's College, Third St. Placement of (2) Pedestrian Ahead Signs and (3) Centerline Cone signs.

Move forward to purchase signs.

Move forward to approve placement. Placement by whom is yet to be determined.

**ATTENDANCE:**

Lee Schley  
Ken Pabich  
Dave Hongisto  
Brian Messerschmidt

**NEXT MEETING:**

October 13, 2009