

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Wisconsin Statutes § 19.84, notice is hereby given to the public and news media that a regular meeting of the Board of Public Works of the City of De Pere will be held on Monday, August 13, 2012 at 7:30 pm in the Council Chambers of the City Hall, 335 South Broadway, De Pere, WI 54115.

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 item requires City Council action.

AGENDA FOR SAID MEETING:

1. Roll Call.
2. Approve minutes of the regular meeting held on July 9, 2012, which were previously forwarded to Board Members.
3. Public Comment
4. Consideration of Sign Variance request for Hanna's Nails & Spa
5. Consideration of Agreement Waiving Notice and Agreeing to Installation of Stormwater Pond Improvement Costs *
6. Consideration of Request for Revocable Occupancy Permit – 331 Main Avenue *
7. Consideration of Approval of Service Agreement with PJ Kortens *
8. Consideration of Award Project E12-02, Radio System Narrow Band Upgrade for Portables, Mobile and Repeater *
9. Consideration of 2012, 4th Quarter Sewer Rate Increase *
10. Memo on Future Agenda Items from July 9th Board of Public Works
11. Future Agenda Items
12. Adjournment.

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

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

AGENDA SENT TO:

Alderspersons	Assistant City Engineer
Mayor	Recording Secretary
Administrator	Bulletin Boards
City Attorney	De Pere Journal
Clerk's Office	Green Bay Press Gazette
Legal Office	TV and Radio Stations
Public Works Director	North American Communications
City Engineer	Tom Nick, Nicky's Lionhead Tavern, 331 Main Ave, De Pere, WI
	John Ambrosius, Belmark, 600 Heritage Road, De Pere, WI
	Mark Hoff, PJ Kortens and Co. Inc., 1985 W. Packard St, Appleton, WI
	Jeff Zepnick, Hanna's Nails & Spa, 327 Main Ave, Suite C, De Pere, WI

**BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN – July 9, 2012**

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Monday, July 9, 2012.

1. Roll Call: Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Bauer and Crevier. Alderperson Kneiszel was excused. Others present were: Scott Thoresen, Public Works Director; Eric Rakers, City Engineer; Dave Hongisto, Building Inspector and Sue Selissen, Recording Secretary.

Property and business owners present were: Jeffrey Zepnick, Hanna's Nails & Spa, 327 Main Ave., De Pere, WI; Pat Drury, Drury Designs, 3706 Creamery Rd., De Pere, WI; Mike and Gail Berken, 814 Oakdale, De Pere, WI and Mike Cashman, 231 Oak Water Ct., De Pere, WI.

2. Approval of Minutes: Alderperson Crevier moved, seconded by Alderperson Bauer, to approve the minutes of the June 11, 2012, meeting. Upon vote, motion carried unanimously.
3. Public Comment: None
4. Consider Sign Variance request for Hanna's Nails & Spa: Scott Thoresen, Director of Public Works presented this item and a discussion followed. Dave Hongisto, Building Inspector addressed the Board and recommended approval for the sign variance. Mayor Walsh moved, seconded by Alderperson Boyd, to approve the sign variance. Upon vote, motion was denied with 2 aye votes (Mayor Walsh and Alderperson Boyd) and 2 nay votes (Alderpersons Bauer and Crevier.) Mayor Walsh addressed the Alderpersons that voted nay to explain the rationale of their votes. Alderperson Crevier stated he was leaning more toward respecting what the ordinance is and what rules and guidelines businesses have been following the last few years and continuing that until and unless we do change that ordinance. Mayor Walsh explained previous allowances for variances had been granted for and that the City is actually promoting historic signage such as this. Alderperson Bauer stated that he was uncomfortable with it coming back like this and if this is what they wanted, why didn't they ask for it initially, he might have been more amiable to it. He added that his other concern was for consistency.

Recognizing that Mr. Zepnick wished to address the Board, Mayor Walsh moved, seconded by Alderperson Boyd to open the meeting. Upon vote, motion carried unanimously. Jeffrey Zepnick, who resides at 227 East River Dr, Apt 6, De Pere, WI, addressed the Board. Mr. Zepnick explained his reasoning for requesting a variance for the slightly larger sign was actually an idea brought up by one of the Board members at the meeting last month and thought it was a great idea. Dave Hongisto stated that he felt that the sign would fit into the proposed ordinance requirements. With no other comments, Mayor Walsh moved, seconded by Alderperson Boyd, to close the meeting. Upon vote, motion carried unanimously. No further discussion. Sign variance request is denied.

5. Consider Revocable Occupancy Permit for Drury Designs: Dave Hongisto presented this item to the Board. He stated the property at 401 Main Avenue will be known as the Silver Fox and is currently being renovated by the owner, Bill Schleis and he is recommending approving the Revocable Occupancy Permit for the canopy that will extend into the street right of way. A discussion followed. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the Revocable Occupancy Permit. Upon vote, motion carried unanimously.
6. Consider Approval of Revocable Occupancy Permit – Conservancy at 231 Oak Water Court: Eric Rakers, City Engineer, presented this item to the Board. Discussion followed. Eric recommended approval of the Revocable Occupancy Permit for construction of a pedestrian bridge with the

contingency that the Mr. Cashman verify the survey boundaries of his parcel so that the structure stays within the Conservancy and not be constructed in the right of way. Mayor Walsh recognized that a person in the audience wanted to speak, so he made a motion to open the meeting, seconded by Alderperson Crevier. Upon vote, motion carried unanimously. Mike Cashman, 231 Oak Water Ct, De Pere, WI informed the Board that when he originally bought the land, in the legal description of that Conservancy, you can have walking trails and pavilions as long as you don't cut trees down over 4" in diameter. With no other comments, Mayor Walsh moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the Revocable Occupancy Permit. Upon vote, motion carried unanimously.

7. Consider 1425-1427 Rusk Street Access Easement: Eric Rakers presented this item to the Board. Discussion followed. Mayor Walsh moved, seconded by Alderperson Crevier to approve the Access Easement. Upon vote, motion carried unanimously.
8. Consider Sidewalk Replacement Extension or Extension of Payment Period – 624 Voelker Street. Eric Rakers presented this item to the Board stating that the owner contacted him on Friday and is no longer requesting an extension of the payment period. He said he will be replacing all 70'. No action is required.
9. Consider Amending Chapter 146 Regarding Noise Ordinance Exemptions: Eric Rakers presented this item to the Board. Discussion followed with Eric stating that we can't have a variance for the noise ordinance; it actually has to be an amendment to the ordinance just to work outside normal hours. Alderperson Bauer stated he was voting no because he felt if you plan the project correctly, there would be no need for concrete sawing at 4:00am. Alderperson Crevier added he would like to put some authority into the hands of the Director of Public Works regarding this type of issue. Mayor Walsh moved, seconded by Alderperson Crevier to approve amending Chapter 146 regarding noise ordinance exemptions. Upon vote, motion carried with 3 ayes (Mayor Walsh, Alderpersons Boyd and Crevier) and 1 nay (Alderperson Bauer.)
10. Consider Award of Project 12-08, Manhole Rehabilitation: Mayor Walsh moved, seconded by Alderperson Boyd to approve award for Project 12-08 Manhole Rehabilitation to National Power Rodding Corporation, 2500 W. Arthington St., Chicago, IL 60612, in the amount of \$84,102.00. Upon vote, motion carried unanimously.
11. Consider Award of Project 12-09, Pond and Drainage System Construction: Alderperson Boyd moved, seconded by Alderperson Crevier to approve award for Project 12-09 Pond and Drainage System Construction to Peters Concrete Company, 1516 Atkinson Dr., Green Bay, WI 54303, in the amount of \$167,770.50. Upon vote, motion carried unanimously.
12. Consider Award of Project 12-16, Utility and Street Construction–Southbridge Development: Alderperson Crevier moved, seconded by Alderperson Bauer to approve award of Project 12-16, Utility and Street Construction–Southbridge Development. Eric Rakers asked that the Board approve award of this project contingent upon a lease agreement between the developer and Foth being executed. Scott Thoresen added that the contingency should include a developer's agreement being executed between the City and the developer as well. The Board agreed to approve award for Project 12-16 Utility and Street Construction–Southbridge Development to Jossart Brothers, Inc., 1682 Swan Rd, De Pere, WI 54115, in the amount of \$299,855.75, contingent upon executing the lease and developers agreements. Upon vote, motion carried unanimously.
13. Consider Approval of minutes of Parking and Traffic Team, June 27, 2012 (Items 3*, 5*): Eric Rakers presented the 5 items that required approval from the Board of Public Works. Items #3 and #5 will require City Council action which are: Item#3–No Parking: No parking on the north side of Cook

Street west of west entrance to Optimist Park. **Recommendation:** Install "No Parking – Here to Corner" from the west entrance of the Park. The Board has asked that the sports leagues be advised of the change in preparation to its presentation to City Council. Item#5–No Parking: No parking in front of 1609-1611 Suburban due to the roundabout. **Recommendation:** Install "No Parking" signs from the roundabout to the north lot line of 1609-1611 Suburban Drive on the east side. Alderperson Boyd moved, seconded by Mayor Walsh to approved Items 1-5. Upon vote, motion carried unanimously.

14. Future Agenda Items: 1) Alderperson Boyd had an item for the Parking and Traffic Team to follow up on regarding complaints from people on Broadway speeding. The area of concern is from the Dairy Queen all the way to the bridge. Alderperson Crevier added that he noticed recently that the 25 mph speed limit sign's view, going south on Broadway from Hwy 172, into the residential area in De Pere was obstructed from branches. He thought if it were more visible, it might help to slower the traffic. Alderperson Boyd suggested some red flags or something else to draw the driver's attention to the sign and the decrease in speed might be helpful also.

2) Alderperson Bauer had another item for the Parking and Traffic Team to follow up on. He asked about the roundabout changes at the Claude Allouez Bridge, if we can obtain information for our residents as well as the City on what the changes entail, how they're proposing this is going to help any of these situations and how it will relate to the future if and when Southbridge goes through somewhere. He thought it could possibly be used to support the City saying to the state that we need this project sooner than later. Eric Rakers stated we are pursuing getting a representative from the DOT to a Council Meeting and hoping to obtain information from the DOT on roundabouts and driving roundabouts. He added that he will put this on our cable channel and on the City's website under the News and Announcements area to try to get more information out there. Scott Thoresen added that the changes are to help relieve the backups at the roundabout and that the traffic had greatly exceeded the DOT's expectations.

15. Adjournment: Upon motion by Mayor Walsh, seconded by Alderperson Bauer, the Board of Public Works unanimously voted to adjourn at 8:51 pm.

Respectfully submitted,
Sue Selissen,
Recording Secretary

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Dave Hongisto, Building Inspector
Date: August 13, 2012
Subject: Consideration of Sign Variance Request for Hanna's Nails & Spa

Please see the attached request for a sign variance.

Hanna's Nails & Spa – Jeff Zepnick
327 Main Ave. Ste. C
De Pere, WI 54115
920-497-7746

August 6, 2012

Dear Mayor Walsh and Members of the Board of Public Works,

My wife Hanna and I have recently opened a nail salon at 327 Main Ave., in the Nicolet Square between Nicky's and Pasquale's. In June we were given approval for a projecting sign as well as the required Revocable Occupancy Permit. On that initial meeting, someone on the board mentioned that he thought the sign was too small. After careful consideration, and a survey of the location, we also came to believe that the proposed sign would be too small.

So, last month we came before the board to ask for a variance for a larger sign and the vote was tied 2 to 2, defeating the proposed variance. (One of the board members was absent.) We are bringing this same proposed variance to you for reconsideration this month for the following reasons;

- 1) We were not given an opportunity to speak before the vote was taken, and we believe that if all the information had been presented, the sign would have been approved.
- 2) City of De Pere Building Inspector Dave Hongisto stated that the upcoming proposed sign ordinance changes would allow for a sign of this size.
- 3) With the cost of this sign at over \$3500, we do not want to use the smaller sign and then purchase an additional larger sign once the new ordinance has been adopted.

Therefore, we are requesting a variance from the De Pere Sign Ordinance, Chapter 98-15 (7) (b) which states: Projecting signs may not exceed 12 square feet in sign face area (six square feet per sign face).

The previously approved sign is 4' wide x 1'6" tall or 6 square feet per side. We would like to use a sign that is 6' wide x 2'3" tall or 13 ½ square feet per side. Since the bottom of our sign would be up quite high at 13'2" up off the sidewalk, we believe the larger sign would be more appropriate.

Last week, we had the sign company print out paper signs in both sizes. We put them on a plywood backer and temporarily installed them so that we could take photographs of each size, so that you could see how they would look. Exhibit A shows the previously approved 48' x 18" sign, while exhibit B shows the proposed larger sign which is 72" x 27". We believe that after you see the photograph of the larger sign, you will agree that it is more appropriately sized for that location.

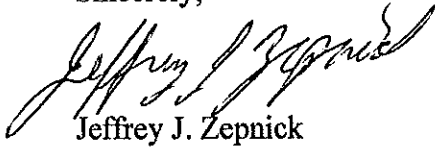
A quick survey of the downtown area shows that there are at least 12 businesses with projecting signs, most of which are much larger than the sign we propose. See photos in Exhibit C.

Just as a side note, we have been given approval for a façade grant for the Nicolet Square side of the building. I have coordinated with Carol Tilkens who owns the building and she is paying for a new brick face on that side of the building at a cost of \$15-20,000. It should be completed this month.

In closing, we live in De Pere, our kids go to school here and we opened our business here because we believe De Pere is a great place to live. We believe the larger sign will greatly help visibility for our business, and also help bring in customers for other downtown businesses in the Nicolet Square, helping to revitalize the Historic Downtown De Pere area.

Thank you for your consideration!

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey J. Zepnick".

Jeffrey J. Zepnick

CC: Dave Hongisto

Exhibit A - Smaller Sign 48"x18"

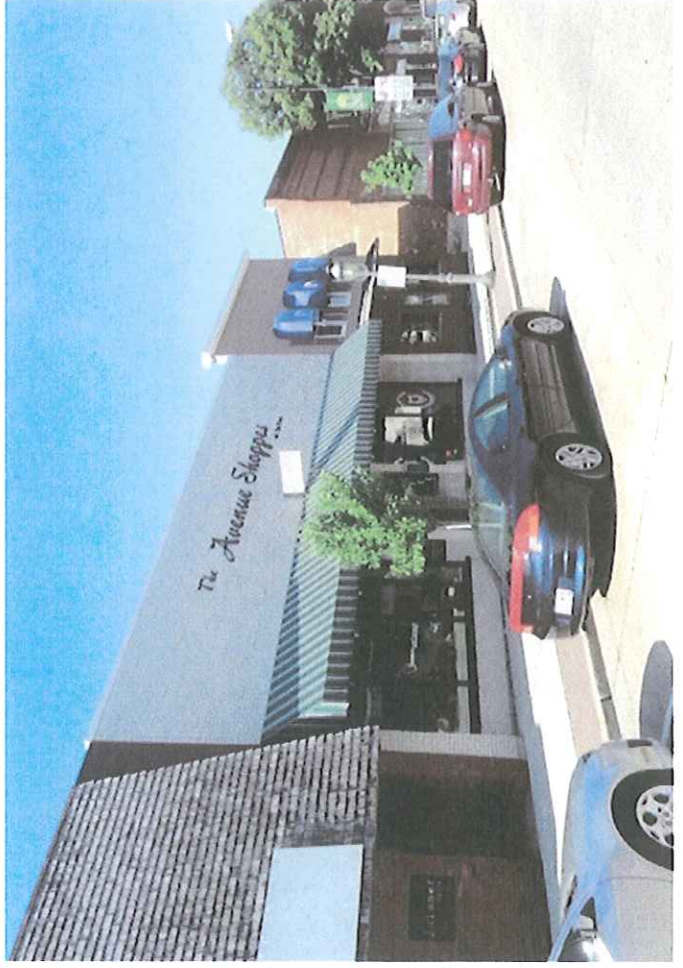
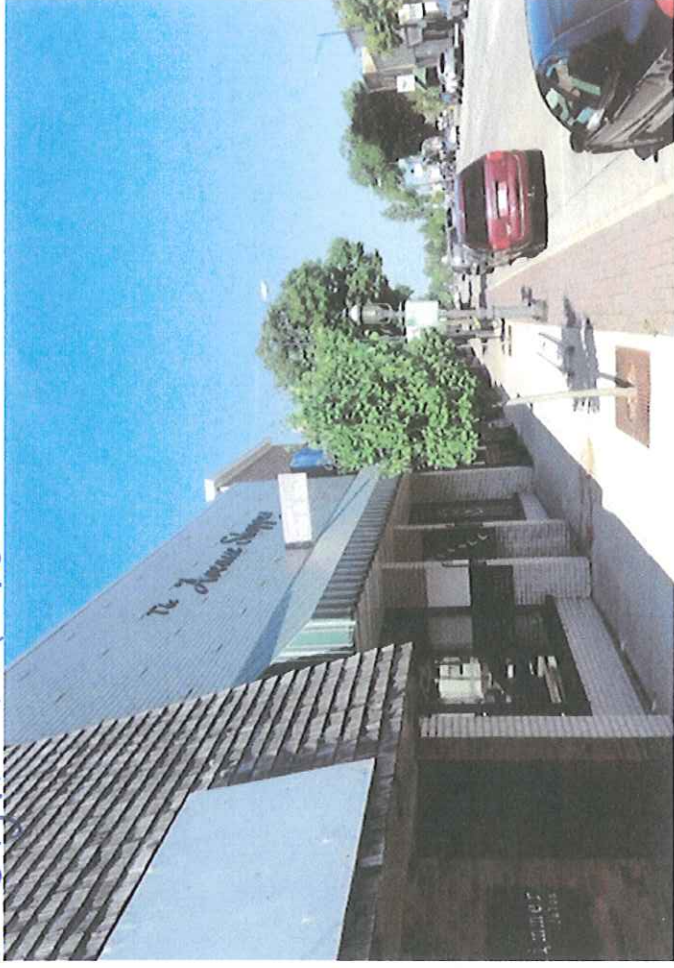
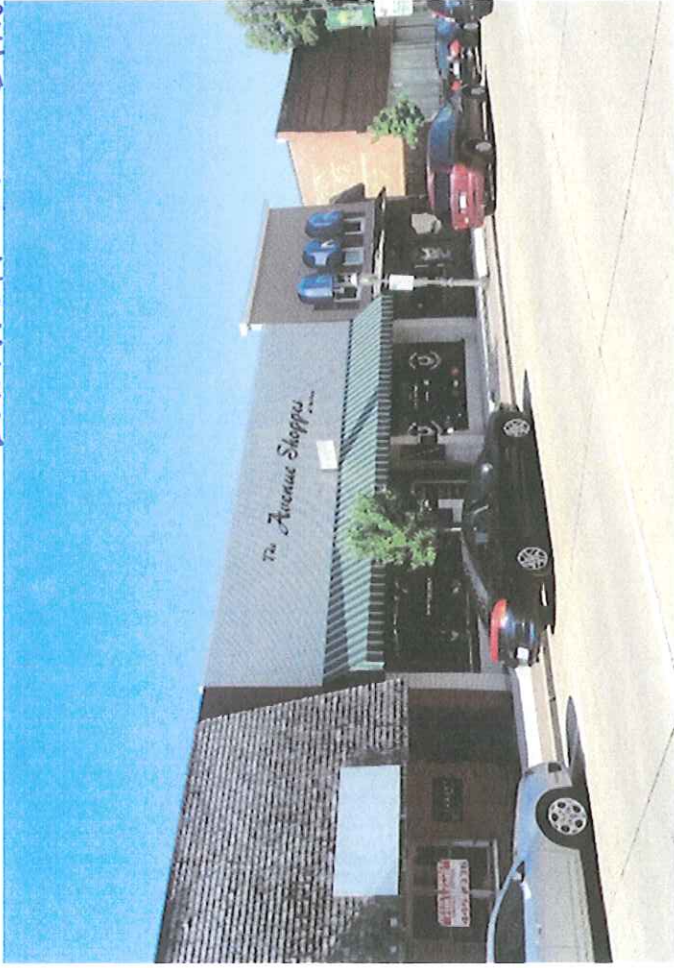


Exhibit "B"



Proposed Larger Sign 72"x27"

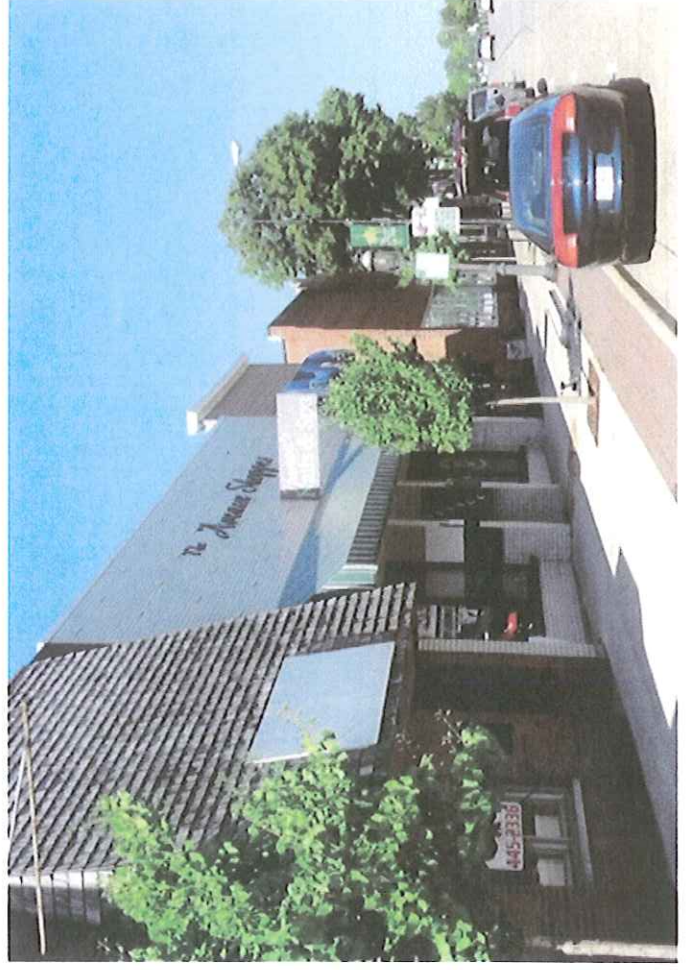
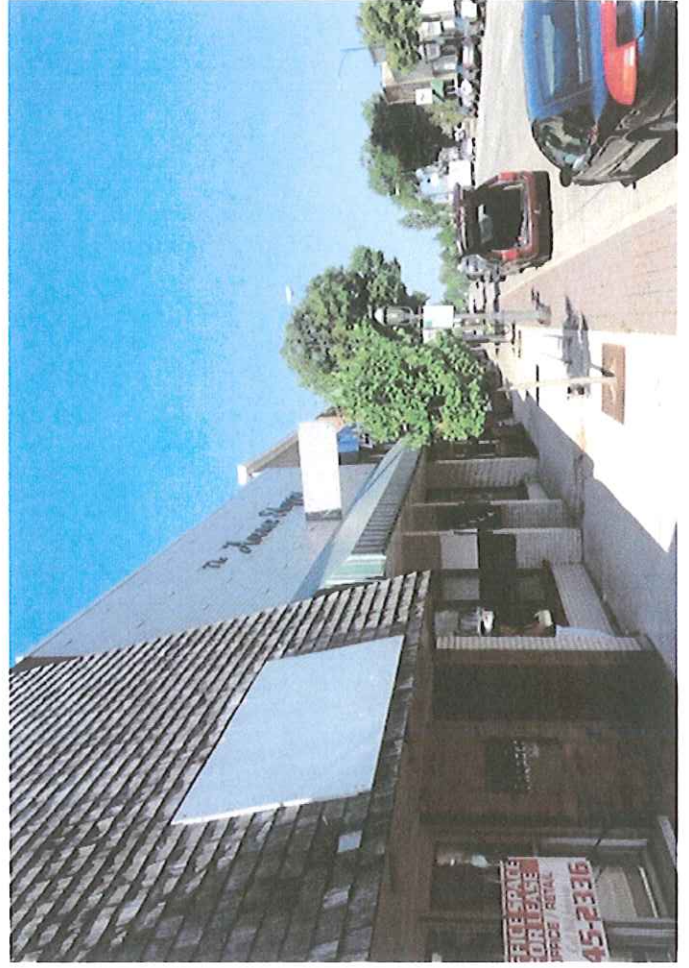
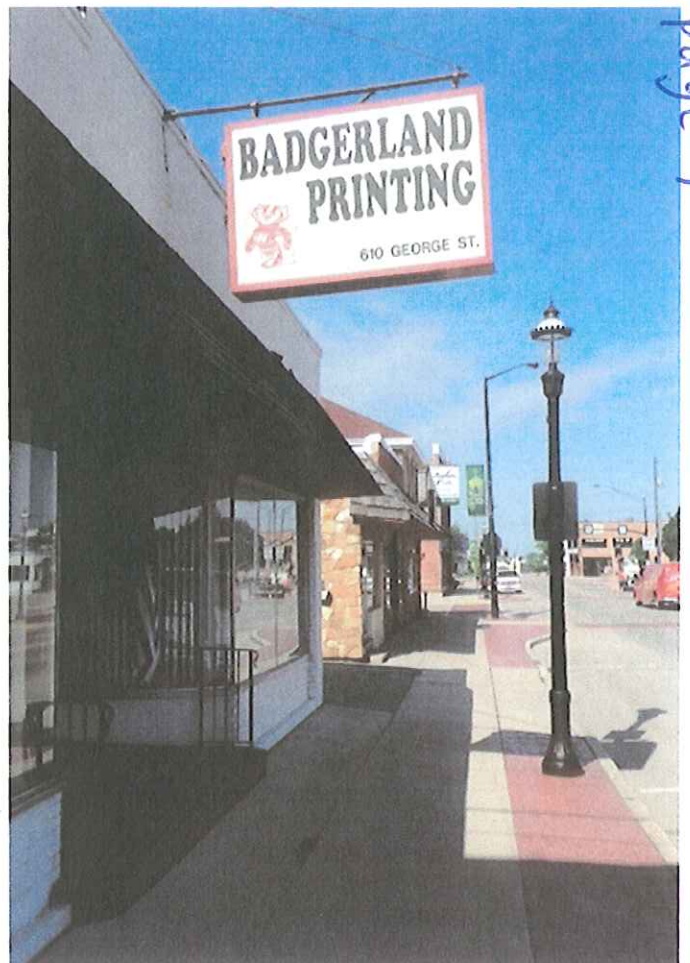




Exhibit C



page 1

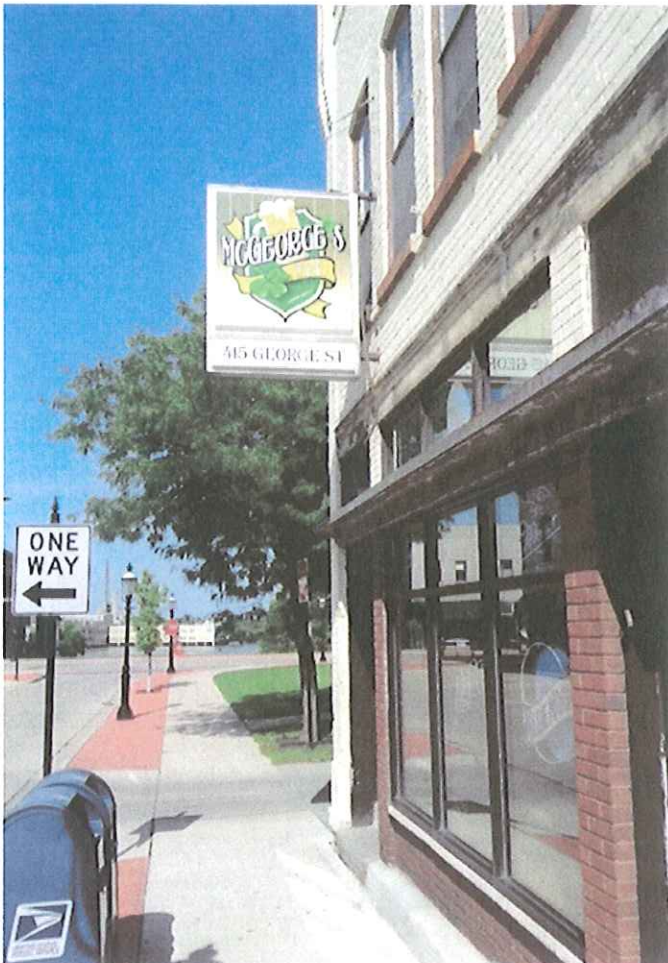
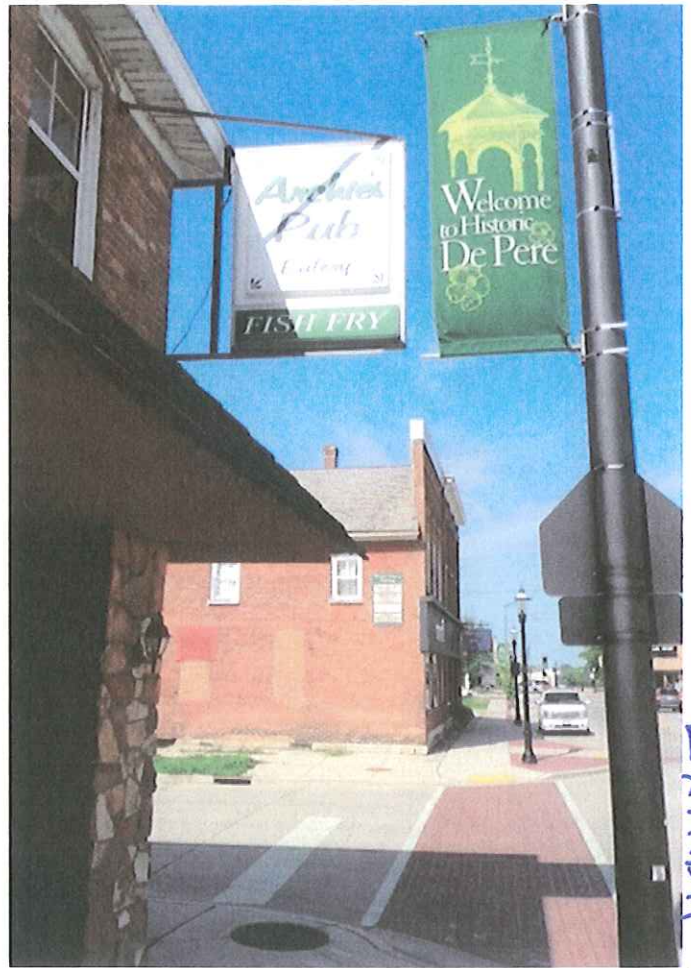


Exhibit C
page 2

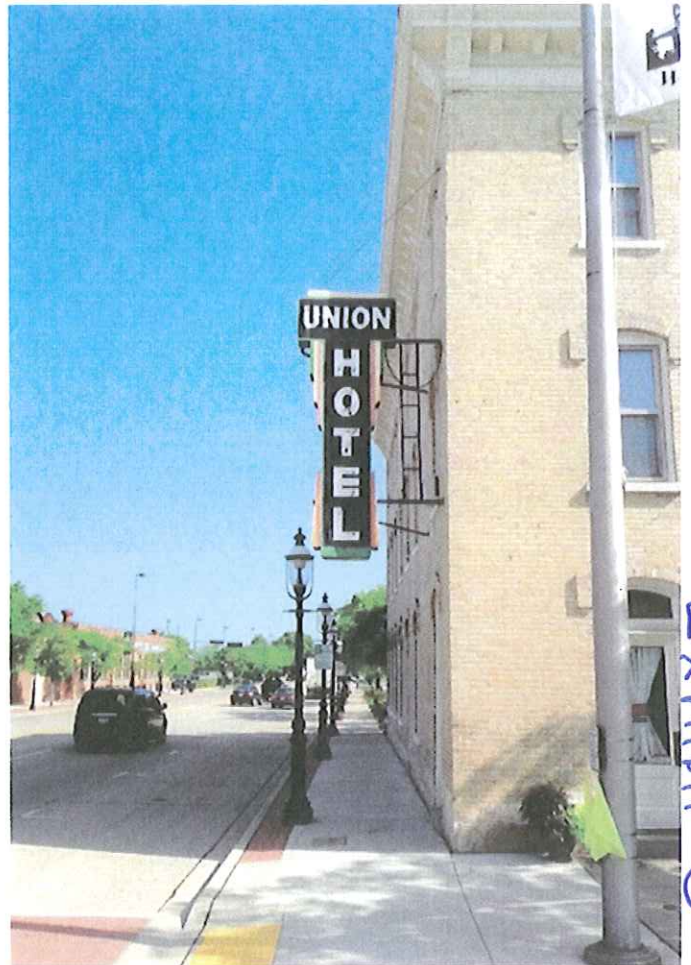
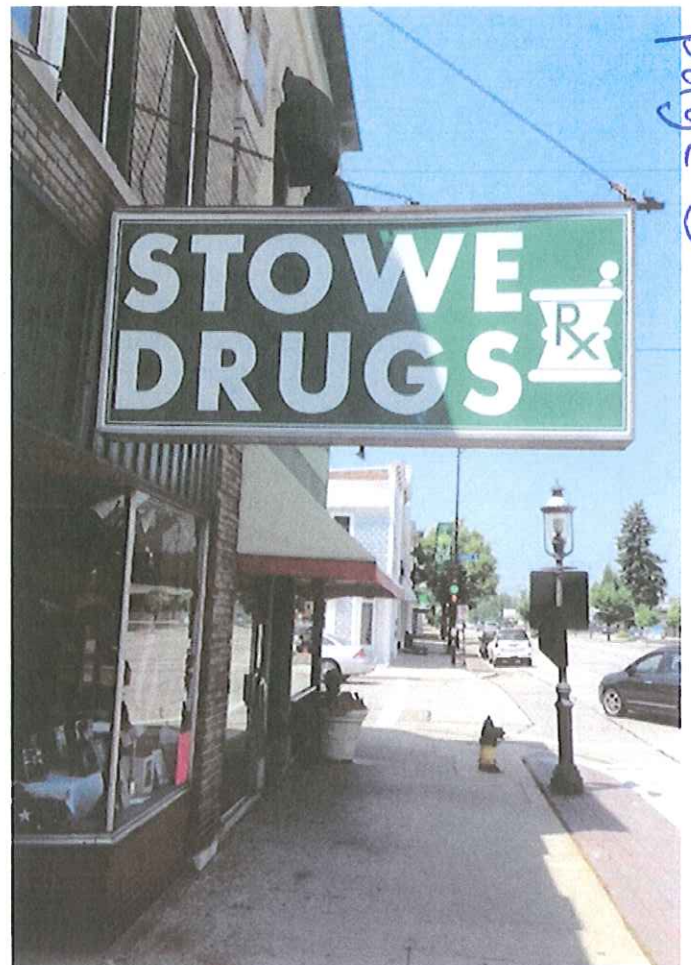


Exhibit C



page 3

CLIENT: HANNA'S NAILS & SPA

LOCATION: 327 MAIN AVE, STE. C, DE PERE

DRAWN BY: AMANDA S.

SALESPERSON: TODD T.

DATE: 5/16/12

DESIGN #: D6106

PAGE: 3B

REVISION	LOG	INTL	DATE	DESCRIPTION
AS	5/21/12			RED & GREEN

NEON SIGN

QUANTITY: 1 D/F HANGING SIGN

DECOR TOP: FABRICATED ALUMIN.

CABINET: FABRICATED ALUMIN. DEPTH

ROLAND PRINT & CUT GRAPHICS

VINYL: L180 PREMIUM VINYL AND LAMINATE

SURFACE(S): FIRST SURFACE

NEON: NONE

NEON: "HANNA'S" IN RED

"NAILS & SPA" IN GREEN

SIZE: 10MM GLASS

COVER: CLEAR ACRYLIC PANEL TO PROTECT NEON SIDE

FONT(S): NUPTIAL SCRIPT & NEW YORK

TRANSF: REMOTE

MOUNTING: FLUSH TO EXTERIOR WALL

INSTRUCTION: PRODUCE AND INSTALL NEON SIGN AS SHOWN

COLORS:

V-1 GREEN (PMS 376 C)	II-1
V-2 RED (PMS 197 C)	II-2
P-3 BLACK	

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

DATE

APPROXIMATE SCALE ONLY

NEON SIGN: OPT 3



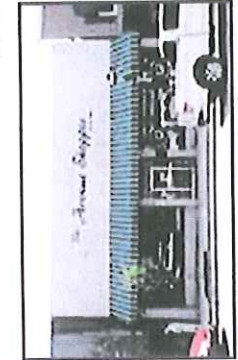
A LOCATION VIEWS

1 NOT TO SCALE



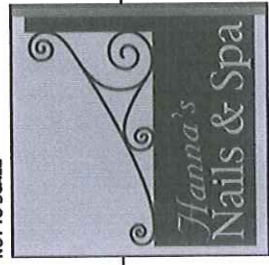
A EXISTING VIEWS

2 NOT TO SCALE



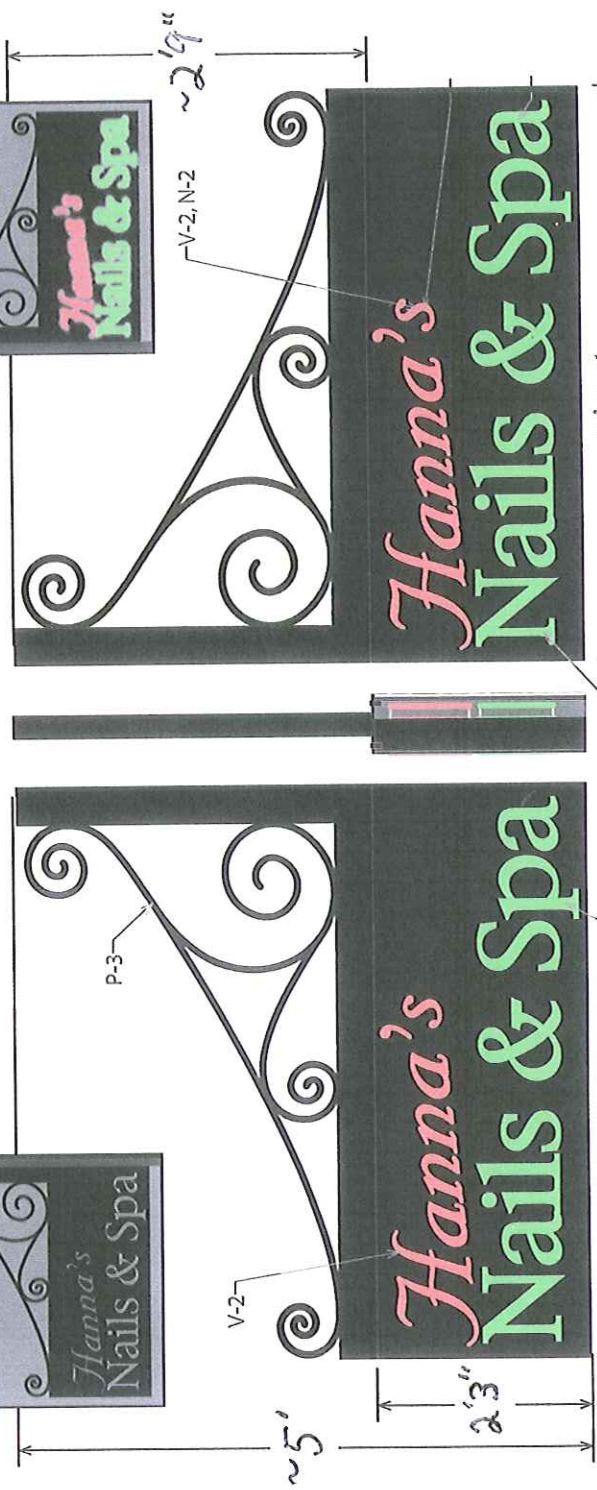
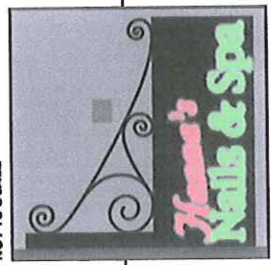
SIDE A NIGHT VIEW

NOT TO SCALE



SIDE B NIGHT VIEW

NOT TO SCALE



A DETAIL VIEWS

3 SCALE: 1" = 3/4"

CONCEPTUAL DRAWING ONLY - NOT FOR FABRICATION PURPOSES (SIZES ARE APPROX.)

This is an original, unpublished drawing by Creative Sign Co., Inc. It is for your personal use. In conjunction with a project being planned for you by Creative Sign Co., Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the expressed written permission of Creative Sign Co., Inc. is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign. Creative Sign will endeavor to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used. All sizes and dimensions are illustrated for clients conception of the project and are not to be understood as being exact size or exact scale.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 13, 2012
Subject: Consideration of Agreement Waiving Notice and Agreeing to
Installation of Stormwater Pond Improvement Costs.

The City will be constructing a new pond (Pond FE270A), and modifying two existing ponds (Pond FE150A and FE260B) as part of Project 12-09, Pond and Drainage System Construction this fall. Ponds FE260B and FE270A are located in an area bounded by STH 32/57 on the east and north, the Fox River Trail on the east, and Heritage Road on the south. Pond FE150A is located off of Atrium Court.

The new pond will provide stormwater treatment to existing development within the City and recently completed development on the Belmark site. For existing development, the City will receive credit for total suspended solids (TSS) reduction for future requirements of WDNR and EPA permits. Belmark is required to treat stormwater from their site for the new development and future development. Both the City and Belmark benefit from the construction of the new stormwater pond. To allocate construction costs for the new pond, the drainage basins for existing development and the Belmark site were determined. Costs were allocated based on the drainage basins.

The City has been working with Belmark to construct the pond and also gain access to the site through their property. Belmark is in agreement with the allocation of costs for the pond. They have requested to waive the requirement for a public hearing for a special assessment.

Staff recommends approval for waiving the notice of special assessment from Belmark. Attached is the documentation for the waiver.

**AGREEMENT WAIVING NOTICE AND AGREEING TO
PAYMENT OF STORMWATER IMPROVEMENT COSTS
(Parcels ED-F0094-3, ED-F0094, D-29-1 and part of ED-F0096)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2012,
by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Flex, LLC,
a Wisconsin Limited Liability Company ("Developer").

RECITALS

WHEREAS, Developer is the owner of Parcels ED-F0094-3, ED-F0094-1, D-29-1 and
part of ED-F0096, located on Heritage Road east of Hwy 57 as shown on the map attached
hereto as Exhibit A; and

WHEREAS, Developer has requested that the City construct stormwater pond
improvements ("Pond Improvements") to the City's stormwater management property (Parcels
ED-D-6-1-4 and ED-F0094-5) northerly of Developer's parcels to accommodate stormwater
management requirements arising from Developer's business expansions on the aforementioned
parcels; and

WHEREAS, the aforementioned Developer parcels will be specially benefitted from the
Pond Improvements (the "Benefitting Properties"); and

WHEREAS, the parties recognize that the City could utilize its assessment authority
pursuant to Wis. Stats. §66.0703, to recover the Developer's proportional share of costs
associated with the Pond Improvements; and

WHEREAS, Developer, having requested the public improvements and being anxious to
ensure their timely installation is intent upon executing this Agreement regarding payment of any
costs of the Pond Improvements; and

WHEREAS, the City has agreed to or has entered into contracts and to take all other actions necessary to construct and install the Pond Improvements within the 2012 construction season; and

WHEREAS, Developer hereby, on its own behalf and on behalf of its heirs, successors, and assigns, agrees to the reasonableness of the cost of the proposed Pond Improvements.

NOW, THEREFORE, the parties hereto agree as follows:

I. Construction and Installation of Pond Improvements.

- A. At the Developer's request and to the benefit of property under the ownership and control of Developer, the City hereby agrees to construct an additional stormwater detention pond which will accommodate Developer's stormwater management needs for the Benefitting Properties. Such construction improvements, noted on Exhibit B, attached and incorporated herein, are estimated to cost \$130,718.
- B. The parties acknowledge that Developer has provided assistance to City in this construction project, including providing a fill site for soil excavation so that the City avoids trucking costs, and silt fence installation, all of which have monetary value as shown on Exhibit B.
- C. The proportional cost share for the Pond Improvements between the Benefitting Properties and the City is set forth on Exhibit B. Developer's proportional share of the costs of the improvements is 62.86% and the City's proportional share is 37.14%. Developer's share of the improvement costs shall be reduced by \$44,530, the value of its contribution to the project noted above.
- D. It is expressly understood and agreed that the costs of the Pond Improvements as described herein include an administrative/engineering fee. Further, it is expressly understood and agreed that the above costs are estimates only and that the final total construction costs will not be known until the construction project is completed.

II. Payment for Improvements.

- A. City shall invoice Developer for its share of the construction costs at the conclusion of the project. Developer shall pay to City the amount of such invoice within 10 days of Developer's receipt of the same.

- B. Should Developer dispute any portion of such invoice, Developer shall pay to City the amount not in dispute and deposit into an escrow account established at Associated Bank, NA, the disputed amount. The parties shall subject the disputed monies so escrowed to arbitration if agreement cannot be reached regarding the disputed charges.

III. Construction of Pond Improvements.

- A. Unless otherwise provided herein, City shall construct all Pond Improvements within the 2012 construction season.
- B. City shall be relieved of its responsibility to construct the Pond Improvements within the time specified hereunder in the event of war, sabotage, labor unrest, other force majeure, or upon written agreement between the parties.

IV. Reasonableness of Costs and Manner of Imposing Costs.

- A. Developer, on its own behalf and on behalf of its heirs, successors, and assigns, hereby acknowledges that the costs estimated for the Pond Improvements as delineated in Section I, above, are reasonable, that they are being imposed in a reasonable manner by the City, and that they benefit Developer's property.
- B. Developer acknowledges that the City could utilize its police powers to use special assessment procedures under Wis. Stats. §66.0703, to ensure repayment of the costs of the Pond Improvements. However, in lieu of such procedures, Developer hereby enters into this Agreement, on behalf of itself, its heirs or assigns, regarding payment of the costs of the improvements.
- C. Developer acknowledges and agrees that, upon failure to pay as outlined above, City shall place such costs as a special charge against Parcel ED-F0094-3 for current services rendered pursuant to Wis. Stats. §66.0627(2).

V. Miscellaneous. This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

VI. Severability. If any clause or provision of this Agreement is struck down by a court of competent jurisdiction, the remaining provisions of this clause shall be unaffected thereby.

VII. Authority to Enter into Agreement. The parties hereto, having read and agreed to the foregoing, hereby authorize the undersigned to execute this document and agree to be bound by the terms and conditions hereof as of the day and date above first written.

FLEX, LLC
By:

CITY OF DE PERE
By:

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2012\Agreement Waiving Notice (Flex)-8-12-166-001-12.docx

CITY OF DE PERE
PROJECT 12-09 - POND CONSTRUCTION (POND FE-270A)
EXHIBIT B
COST OF IMPROVEMENTS AND COST ALLOCATION

POND CONSTRUCTION COST

No.	Item	Total Quantity	Unit Cost	Total Cost
STORM SEWER				
ST-01	Provide 36" RCP CL III Storm Sewer	62	\$60.00 LF	\$3,720
ST-05	Provide 5' Diameter Storm Manhole	8	\$275.00 VF	\$2,200
ST-09	Provide Concrete Discharge Structure (Pond FE270A)	1	\$5,900.00 EA	\$5,900
STREET DRAINAGE				
SD-03	Unclassified Excavation (FE270B)	12200	\$7.00 CY	\$85,400
SD-08	Provide Landscaping - Topsoil, Mulch, and Upland Seeding Meadow Seeding	8400	\$1.35 SY	\$11,340
SD-09	Provide Landscaping - Topsoil, Mulch, and Wet Meadow Seeding	220	\$4.00 SY	\$880
SD-10	Provide Landscaping - Emergent Plantings	700	\$6.50 SY	\$4,550
SD-12	Provide Topsoil Stripping for Fill Site	1	\$650.00 LS	\$650
SPECIAL CONSTRUCTION				
SC-01	Provide Silt Fence	1450	\$1.50 LF	\$2,175
SC-02	Provide Inlet Protection	1	\$40.00 EA	\$40
SC-04	Provide Erosion Control Revegetation Mat, Class I, Type A	7150	\$1.25 SY	\$8,938
SC-06	Provide Rip Rap (Heavy) with Geotextile Fabric Type HR	175	\$26.00 SY	\$4,550
SC-09	Provide Tracking Pad	0.5	\$750.00 EA	\$375
Total Estimated Cost				\$130,718

POND SAVINGS - ADJUSTMENT FOR BELMARK

No.	Item	Total Quantity	Unit Cost	Total Cost
STREET DRAINAGE				
SD-03	Unclassified Excavation (FE270B) (1)	12200	-\$3.65 CY	-\$44,530
SPECIAL CONSTRUCTION				
SC-01	Provide Silt Fence (2) and Topsoil Stripping	-1000	\$1.50 LF	-\$1,500
Total Estimated Cost				-\$44,530

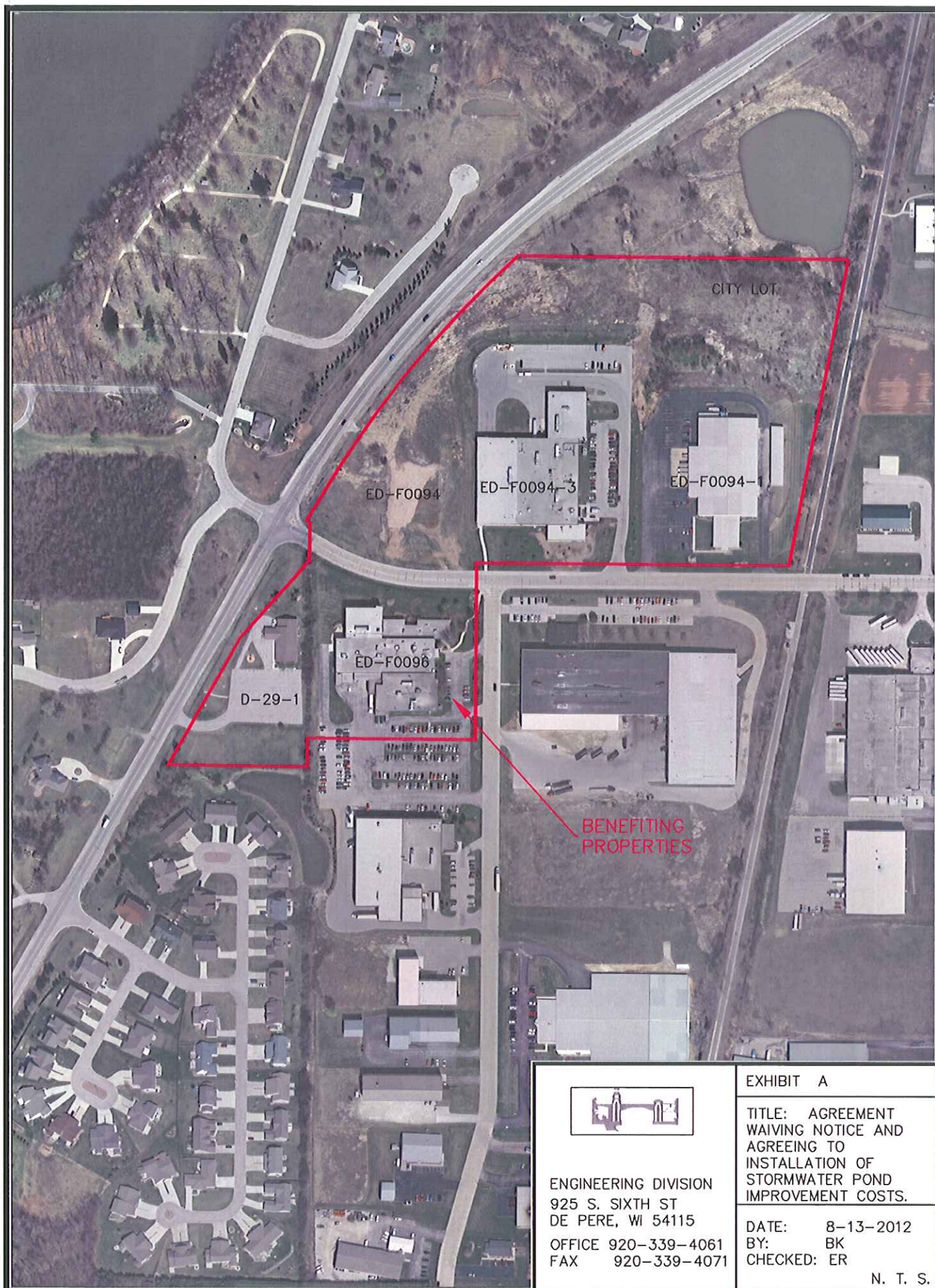
Notes:

- (1) Belmark provided a fill site so that no trucking is required which is a large cost savings to the project. The estimated cost for offsite hauling is \$7/CY, which results in a cost savings of \$3.65/CY.
(2) Silt fence at the fill site was installed by Belmark - Savings is approximately \$1500.

POND COST ALLOCATION BASED ON CONTRIBUTORY DRAINAGE AREA

Improvement	Unit Type	Number of Units (1)	Total Cost (Assessable)	Additional Services	Final Assessment
City of De Pere	Acres	8.88	\$48,551	0	\$48,551
Belmark	Acres	14.69	\$82,167	-\$44,530	\$37,637
Total	Acres	23.37	\$130,718		\$86,188

Note: (1) The assessment rate calculation is based on the contributory acreage for runoff to the site.



City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer
Date: August 13, 2012
Subject: Consideration for Request for Revocable Occupancy Permit – 331 Main Avenue

This request is a permit to allow outdoor seating on the sidewalk in the public right-of-way along Main Street and the alley south of the building.

The business "Nicky's Lionhead Tavern" located at 331 Main Avenue has requested permission to allow outdoor seating on the City's sidewalk for their customers. The request is for proposed seating for two (2) tables alongside the building in the alley south of the building and two (2) tables north of the building in the Main Avenue right-of-way. (See attached sketch) Staff has reviewed the request on site and met the property owner and has determined that this will not impact pedestrian traffic on the sidewalk as long as:

- 1) The tables and chairs south of the building are kept adjacent to the building. The location was reviewed with the property owner and the table and chairs cannot extend beyond the width of the existing planters. A five (5) foot "pedestrian zone" needs to be maintained from the back of curb. This area of sidewalk needs to be free from obstructions.
- 2) The tables and chairs north of the building are to be placed a minimum of 6 (six) feet off the building face. The tables and chairs are to be located in the corridor defined as the "planter/furniture zone" as shown in the attached exhibit. This area was reviewed with the property owner as the area with the existing trees, light poles, hydrants, and bike racks on Main Avenue.
- 3) Tables, chairs, and ashtrays are to be removed from the sidewalk when the business was closed.

Staff recommends granting a revocable occupancy permit for the outside dining allowing only two tables with two chairs and an ash tray per table on the south side of the building and two tables with three chairs and an ash tray per table on the north side. The tables, chairs, and ashtrays will need to be removed from the sidewalk area when the business is closed.

Permit Fee:
\$ 25.00
Permit Valid:
July 1 thru June 30

SIDEWALK CAFE PERMIT APPLICATION

City of De Pere

Return completed application, supporting documentation, and application fee to: City of De Pere, Clerk-Treasurer, 335 S. Broadway, De Pere, WI 54115. For assistance, please call (920) 339-4050.

Applicant Information	Applicant Name: <u>Tom Nick</u>
	Applicant Address: <u>5029 Edgewater Beach Rd. G.B. 54311</u>
	Applicant Phone: <u>(920) 609-9978</u> Applicant Cell Phone: <u>Same</u>
	Establishment Name: <u>Nicky's Lion Head Tavern + Grill</u>
	Establishment Address: <u>331 Main Ave. W. De Pere, WI 54115</u>
	Phone: <u>(920) 983-2991</u> Fax: <u>(920) 983-2990</u>

Required Materials	☐ Copy of a current Certificate of Insurance, with City of De Pere named as additional insured.
	☐ A layout, drawn to scale, which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk cafe, size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, obstructions, either existing or proposed, within the pedestrian area.
	If available, photographs describing the appearance and dimensions of all tables, chairs, umbrellas or other objects related to the sidewalk cafe for review.

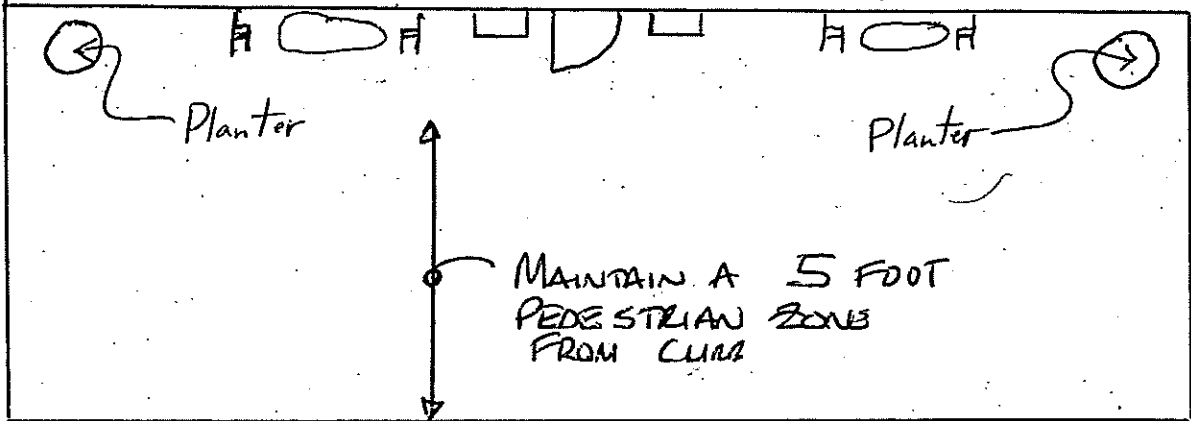
Signatures	If this application is approved, I hereby agree to abide by all the relevant City regulations pertaining to the installation of sidewalk cafes, including but not limited to Section 22-8(C) and 122-3 of the Municipal Code of the City of De Pere.
	<u>Thomas M. Nick</u> Signature - Establishment Owner
	This application is made with my/our knowledge and consent <u>Thomas M. Nick</u> Signature - Property Owner(s).

Approvals	Signature: Clerk's Office	Receipt #
	Signature - Board of Public Works, Engineering Division	Dated:
		Issued:
		Permit #:

ALLEY

South End

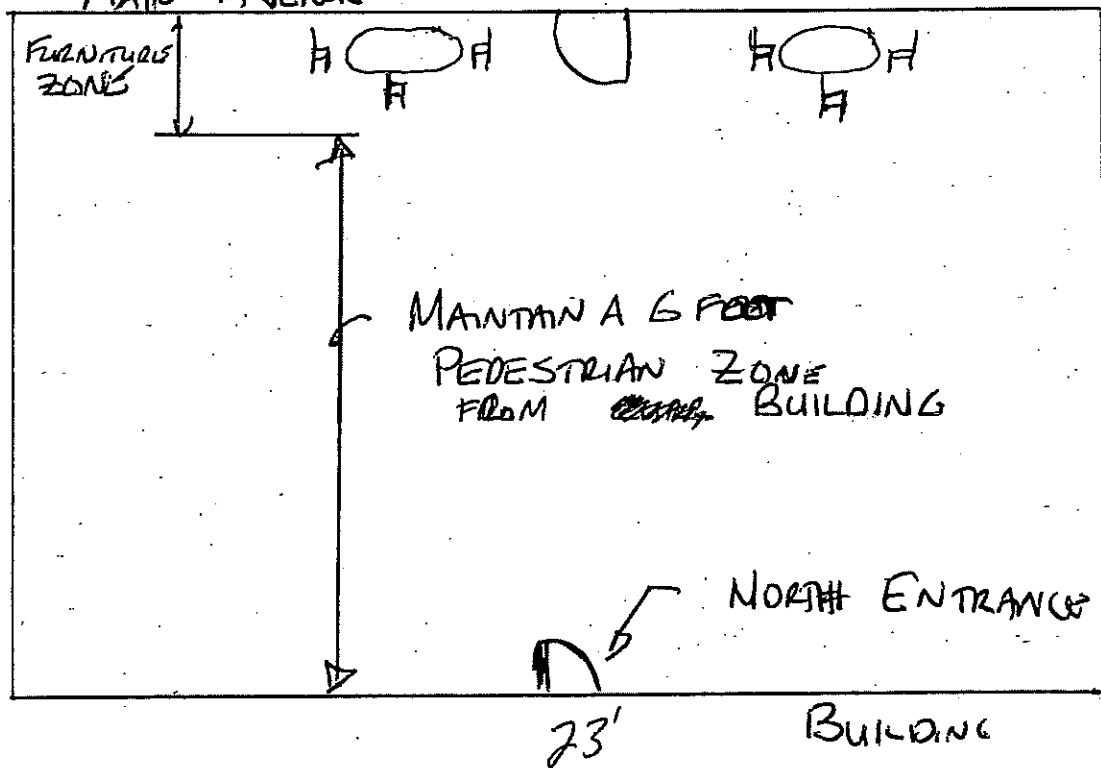
Outdoor seating area of Nicky's



CHANGES REVIEWED WITH PROPERTY OWNER
ON 8/7/12

NORTH END

MAIN AVENUE North Entrance (Nicky's Bar)

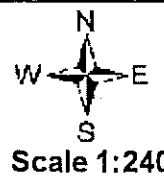


<Title>



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

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



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Drisse Insurance Agency, Inc. P. O. Box 100 Luxemburg, WI 54217	CONTACT NAME: PHONE (A/C, No, Ext): 920.845.5318 FAX (A/C, No): 920.845.2367 E-MAIL ADDRESS:
INSURED Nicky's Inc. DBA:Nicky's Bar 331 Main St. De Pere, WI 54115	INSURER(S) AFFORDING COVERAGE INSURER A: Society Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2012

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		ROP374095	03/18/2012	03/18/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC9223900	11/15/2011	11/15/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See attached policy forms for additional insured form.

CERTIFICATE HOLDER

CANCELLATION

City of DePere Clerk - Treasurer 335 S. Broadway DePere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jean Brown
--	---

MIDTERM CHANGE DOCUMENT

POLICY NO. ROP 374095

00107

SOCIETY INSURANCE, a mutual company VAN DRISSE INSURANCE AGENCY INC

NAMED INSURED NICKY'S INC DBA
NICKY'S BAR

MAILING ADDRESS 331 MAIN AVE
DE PERE WI 54115

POLICY PERIOD: FROM 03/18/2012 TO 03/18/2013 at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE 03/18/2012 CHANGE # 1

DESCRIPTION

ENDORSEMENT EFFECTIVE 04/13/12

FORM SAI-41, ADDITIONAL INSURED-NOT OTHERWISE CLASSIFIED-
LIMITED FORM, IS ADDED IN FAVOR OF CITY OF DE PERE.

REVISED ADDITIONAL INSURED LIABILITY SCHEDULE IS ATTACHED.
NO CHANGE IN PREMIUM.

RECEIVED

MAY - 3 2012

VAN DRISSE INS.

Original Premium \$	<u>2,835</u>	New Premium \$	<u>2,835</u>	Total Add'l/Return Premium \$	<u>NO CHANGE</u>
Original Fire Surcharge \$	<u></u>	New Fire Surcharge \$	<u></u>	Add'l/Return Fire Surcharge (included in above Premium) \$	<u>NO CHANGE</u>

COUNTERSIGNED 04/27/2012
(Date)

BY

(Authorized Representative)

C15 73
04/27/2012

Agent Copy

SOCIETY INSURANCE, a mutual company

ADDITIONAL INSURED – LIABILITY

POLICY # ROP 374095
NICKY'S INC DBA
NICKY'S BAR
331 MAIN AVE
DE PERE WI 54115

AGENT VAN DRISSE INSURANCE AGENCY INC
00107

JOHN NICK & TOM NICK PARTNERSHIP
331 MAIN ST
DE PERE, WI 54115

SAI42 - WI - Loc #1

CITY OF DE PERE
CLERK - TREASURER
335 S BROADWAY
DE PERE, WI 54115

SAI41 - WI - Loc #1
NO CHARGE

NOTE TO ADDITIONAL INSURED: YOUR RIGHT TO COVERAGE UNDER THIS
POLICY IS LIMITED. READ SPECIFIC TERMS AND CONDITIONS RELATING
TO YOUR INTEREST FOR DETAILS.

4

SIDEWALK CORRIDORS

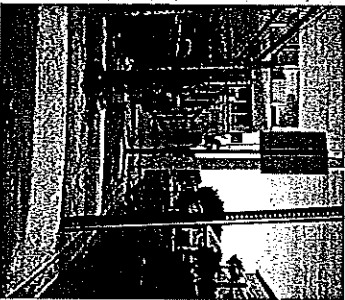


Figure 4-3. Permanent obstacles, such as fire hydrants and street signs, should be relocated to improve a narrow sidewalk.

compromised on narrow sidewalk corridors by objects, such as utility poles, that create even narrower spaces.

Sometimes, narrow sidewalks do not provide enough clear space for people who use walking aids or wheelchairs to travel down the length of the sidewalk. In addition, narrow sidewalk corridors often have driveway crossings with steep cross slopes and curb ramps with insufficient landings and/or steep ramp grades. Sidewalk corridor width is determined during the planning stage of a project. To develop a successful pedestrian network, that includes wide sidewalk corridors, the needs of pedestrians should be institutionalized into the project planning process (Chapter 3).

4.1.2 The zone system

To ensure that the needs of the pedestrian are prioritized, Portland, Oregon, has developed a design system that divides the sidewalk corridor into four zones (Portland Pedestrian Design Guide, 1998).

The zone system should be used to determine the width of the sidewalk corridor and to ensure that obstacles, such as newspaper boxes or utility poles, will not limit pedestrian access. The four zones within the sidewalk corridor are the:

1. Curb zone;
2. Planter/furniture zone;
3. Pedestrian zone; and
4. Frontage zone.

The width of the sidewalk corridor will be determined primarily by the width of the planter/furniture, pedestrian, and frontage zones. The size of the curb zone is generally constant throughout a municipality. Taking into account the minimum width of each zone, at least 2.59 m (8.5 ft) of right-of-way should be allocated to the sidewalk corridor. However, additional space is often needed to accommodate items such as pedestrian crossings, on-street parking, street cafés, and high pedestrian volumes. Table 4-1 contains recommendations for the minimum widths of each zone.

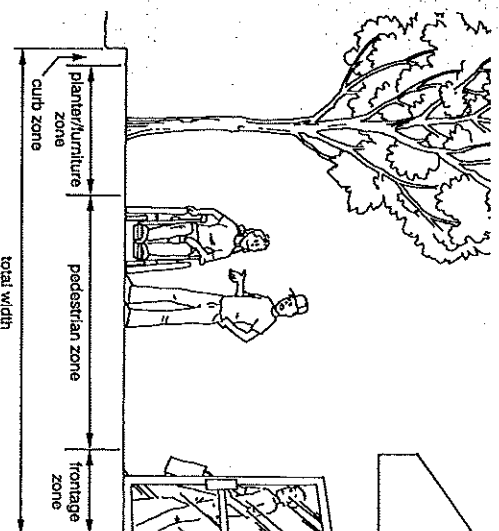


Figure 4-4. The zone system divides the sidewalk corridor into four zones to ensure that pedestrians have a sufficient amount of clear space to travel.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 13, 2012
Subject: Consideration of Service Agreement with PJ Kortens and Company Inc.

The City Water Utility has an extensive Supervisory Control and Data Acquisition (SCADA) system to operate the water system. The SCADA system is used to monitor and remotely control pumps and pressures within the water system. The SCADA system provides automatic notification if the parameters of the water system change outside of acceptable ranges.

The maintenance and upgrades to the SCADA system is completed by others. Over the last several years, PJ Kortens and Company Inc. has been assisting the City in maintaining the system. PJ Kortens has extensive knowledge of the City's system and has been responsive to meet the City's needs. The current agreement with PJ Kortens ends on September 1st, 2012. Included with this memo is a cover letter and a new two (2) year service agreement.

Staff recommends approval of the agreement with PJ Kortens, contingent on the City attorney drafting up the final agreement for both parties approval. Each SCADA system is different and customized to meet a client's needs. The advantage to utilizing PJ Kortens is that they have significant background and knowledge of our system.

P J Kortens and Company, Inc.

1985 W. Packard Street
Appleton, WI 54914-3171

July 20, 2012

Mr. Dan Carpenter
DePere Water Utility
925 South 6th St.
DePere, WI 54115

Reference: Instrumentation and Controls Service Agreement SC1101

Dear Mr. Carpenter:

Please find enclosed a revised service agreement reflecting a price increase in our costs of furnishing the services you and your staff has grown to expect of us by our agreement. Our current price structure has not changed since 2008.

Effective September 1, 2012, the anniversary of our agreement, your agreement invoice will be \$730.00 per visit. This increase is reflecting approximately a one and one half (1.5) % increase per year since 2008.

We would like to take this opportunity to thank you for your confidence in our service organization. Your business and satisfaction are very important to us.

Sincerely,

Mark Hoff
Sales Representative

P. J. KORTENS and COMPANY, INC.

Service Agreement

TO: City of DePere Water Utility
DePere, WI

NEW {} Revise {X}
Quotation: S08 - 1101

1. We propose to furnish instrumentation and controls maintenance and support services according to the terms and conditions subsequently set forth.
2. It is hereby understood and agreed that this service agreement can be cancelled by either party upon thirty days written notice, prior to the anniversary date.
3. We agree to furnish the instrumentation and controls support services, as described within the Service Agreement Scope of Work and Activities Schedule of this agreement, at intervals to be scheduled for our mutual convenience, for an initial period of 2 years and from year to year thereafter until terminated. Service activities will be scheduled at 120 day intervals, beginning on or about September 1, 2012
4. If the amount of work necessary during any scheduled activity period requires more than 8 hours, including travel, our service representative will advise you so that you may choose to authorize his/her remaining for an additional period at a normal working hours rate of \$85 per hour, plus any additional travel or living expenses incurred.
5. Unscheduled and Emergency service will be furnished by this agreement, when requested at \$85 per hour, normal working hours, and at \$95 per hour, Overtime working hours, plus any additional travel or living expenses incurred, normally with same day or next response.
6. The customer authorized replacement or repair of worn or defective parts with new or reconditioned parts or components, under this agreement, will be invoiced at cost plus fifteen percent (15%). It is understood that this coverage will also applies to pre-approved sub-contractor charges as may be required to implement repairs outside of our scope of services should they be required.
7. This service agreement will furnish services as described within the Scope of Work and Activities Schedule, and will cover equipment as described within the equipment schedule.
8. Our responsibility for injury that may be caused or arise through this service or use of equipment serviced shall be limited to injury or damage caused directly by our negligence in performing our obligations under this agreement. It further agreed that in no event will we be liable for consequential or speculative damage, whether direct or indirect, that may be caused by conditions beyond our direct control. Our liability on any claim shall not exceed the annual agreement price as set forth herein.
9. As the agreement price, you agree to pay \$ \$730.00 per call invoiced in advance, and agree that the amount of any tax or other governmental charge with respect to service or materials supplied hereunder will be added to this agreement price. It is further agreed that this price may be adjusted annually as necessary to reflect current costs. Notice of such adjustment for a succeeding year shall be sent to you prior to the anniversary date after which it will become effective.
10. This agreement, when accepted below, represents the entire agreement between us.

The parties acknowledge that company's records regarding the matters covered under this Service Agreement constitute contractor records under Section 19.36 Wis. Stats and Company agrees to comply with and cooperate with the City in public records requirements pertaining to those records.

This agreement is hereby ACCEPTED:

FOR: _____

By: _____

TITLE: _____

DATE: _____

This agreement is hereby APPROVED:

FOR: P. J. KORTENS and COMPANY, Inc.

By: Melissa M.

TITLE: Sales Representative

DATE: 7-25-2012

Service Agreement Scope of Work and Activities Schedule

For

City of DePere Water Utility

It is the intent of this service agreement scope of work and activities schedule to outline a program of planned services. It is also our intention to involve a minimum of two of our staff to your account to assure continuity during periods of vacation, illness, etc. and in order to effectively deal with periods of escalated activities.

Hardware & Software Maintenance Program Development

Develop and implement a program of planned services to include routine preventive maintenance, scheduled predictive maintenance, on-going risk assessment, and prompt corrective service as necessary to assure the accuracy and reliability of the process automation, operator interfaces and systems software. An equipment PM schedule will be developed within the first 30 days of this program and will be continuously updated as required.

Software/Program-ware Maintenance

Maintain the degree of in-depth familiarity necessary to furnish on-going support and documentation of the program-ware databases installed and running within all of the programmable logic controllers and dedicated microprocessor devices applied within this facility and listed within our equipment schedule.

The implementation of "minor database modifications"* within the installed base of programmable controllers, operator interface devices, and dedicated microprocessors is part of this agreement at no additional cost.

* "Minor" database modifications are defined as those which do not significantly alter or modify the system design / I/O count or that do not require application engineering beyond the scope of work by this agreement. "Major" data base modifications can be implemented under separate cover.

Data Management

We will optimize the data collection critical to the generation of desired production reports and required to make informed production and business decisions within the physical constraints of the applied system hardware and software.

Operator and Maintenance Training

Maintain on-going training of plant operations and maintenance personnel to familiarize them with the functionality of the system operator interfaces, control strategies and associated instrumentation.

Database Management

Routine and scheduled activities as may be required to make available the data necessary to generate the reporting structure desired by management, while managing a reasonable database size and database continuity. These activities may include, but are not be limited, to the following:

- ☐ Confer with management to identify the data necessary to generate the desired reports, and modify system data collection to manage database size and continuity
- ☐ Install, modify, verify and enforce database security
- ☐ Generate and/or modify reports using system utilities, sequel server, third party reporting utilities and custom scripting
- ☐ Generate and/or modify custom recipe structures or systems
- ☐ Set up, support and analysis of SPC and SQC utilities
- ☐ Network diagnostics [hardware testing and validation]
- ☐ Systems and network administration

P. J. KORTENS and COMPANY, INC.

Service Agreement

Hardware Preventive Maintenance

Routine scheduled calibration and verification of the operation of all analog process instrumentation, digital field I/O hardware, and control auxiliaries associated with the logic controllers, operator interfaces, and Supervisory Control and Data Acquisition (SCADA) systems.

Schedule eight (8) man hours per call of process instrumentation preventive maintenance and calibration activities.

Corrective Maintenance

Furnish prompt corrective maintenance normally with 1 to 2 hour phone response to a request, and on-site service with same day or next response, depending upon the degree of urgency. Overtime corrective maintenance labor hours will be deducted from the annual agreement man-hour allotment, per paragraph 4, at the OT man-hours used times one and one-half (1½).

* "Prompt" is defined as responding normally within 2 hours of being notified, 24 hours per day, 7 days per week. An answering system is utilized to contact evening, weekend, and holiday stand-by support.

Service Replacement Parts Program

Service replacement parts program whereby customer authorized replacement or repair of worn or defective parts with new or reconditioned parts or components, under this agreement, will be invoiced at cost plus fifteen percent (15%).

Support Documentation

Documentation of all calibration work with the format to be agreed upon.

Software

Routine verification and systems archiving as necessary to effect systems restoration, in the event of hardware or viral software failure. These activities may include, but are not be limited to, the following:

- ☐ System set-up settings and memory locations
- ☐ Configuration software paths
- ☐ Backup utility software and their set up configurations
- ☐ Back up driver software and their set-up configurations
- ☐ Back up of tag databases
- ☐ Back up of system set up files, their order and sequencing
- ☐ Back up of system passwords, and authorizations
- ☐ Back up of system, node, and network address
- ☐ Back up of "image dumps" of all system software and databases

Hardware

Verify and record, for safe-keeping, hardware composition and configuration

- ☐ Dedicated microprocessors
- ☐ Transmitter ranging and scaling

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Al Luberda, Street Superintendent
Date: August 13, 2012
Subject: Consider Award of Project E12-02 Radio System Narrow Band Upgrade
for Portables, Mobiles and Repeater

The following proposal was received for Project E12-02, Radio System Narrow Band Upgrade for Portables, Mobiles and Repeater:

<u>NAME OF BIDDER</u>	<u>AMOUNT BID</u>
Nielson Communication, Inc.	\$28,900.00

\$30,000.00 was budgeted for this project. Staff recommends approving the proposal from Nielson Communications, Inc. 645 Pott Ave, Green Bay, WI 54304 in the amount of \$28,900.00.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Joe Zegers, Finance Director
Date: August 10, 2012
Subject: 2012-2013 Sewer Rate Study

The 2011 audit management letter identified the need for the City to increase sewer rates to make them sufficient to cover operating and capital replacement costs. The audit report indicates the deficiencies have been occurring back to 2009. In response to this I have attached for your consideration comparative 2011-2013 income statements which reflect the need for a 9% City sewer rate increase targeting the 4th quarter billing mailed to general customers in the billing received in late December 2012. The statements reflect the rate increase for billings to the paper mill customers beginning with their October 2012 invoice since they are billed monthly. The analysis indicates that we would still have a \$101,377 deficit for 2012 but would rebound to a \$454,331 fund balance at December 31, 2013 which would represent an increase in cash reserves available for projects and operations in 2014. The 2013 estimated figures also assume that the GBMSD will increase their treatment rates by 9% which we will pass on to our general and paper mill customers beginning January 1st, 2013.

The model with the increased 2012 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$7.63 from \$84.99 to \$92.62 for the 4th quarter of 2012 which is shown on page 2 of the report. The report also shows on page 3 that the **average** paper mill industrial rate should increase by \$9,300.98 from \$104,921.52 to \$114,222.51 per month. This represents an increase of 8.98 % for our **average** residential customers and an increase of 8.86% for an **average** paper mill industrial customer. Estimated average bills for 2013-2017 are also included in the analysis and assume an annual increase from the GBMSD of 9%.

We are recommending the City adopt the revised sewer rates at the August 21st Council meeting to be effective for the late August to late November billing cycle sent to customers in late December.

We anticipate the GBMSD will increase our treatment rates by 9% effective January 1st, 2013 which will require the Council to authorize a 9% increase in rates by no later than the second Council meeting in November 2012 to pass on these costs to our customers for the 2013 billings.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on August 13th to explain the report.

WASTEWATER STUDY 2011-13
COMPARATIVE CONDENSED INCOME STATEMENTS
City of De Pere

	2011 Actual	2012 Six Months	2012 Year Estimated	2012 Year Estimated	4th Quarter City 9% Increase	1st Quarter GBMSD 9% Increase	2013 Year Estimated
REVENUES							
Paper Mills-Treatment	\$ 3,202,173	\$ 1,752,406	\$ 3,504,812	\$ 3,583,670	\$	\$	4,164,067
Paper Mills-Monitoring	74,467	37,000	74,000	74,000			76,220
Paper Mills-Collection	73,687	70,615	93,215	99,570			108,253
Total Paper Mills	\$ 3,350,327	\$ 1,860,021	\$ 3,672,027	\$ 3,757,240	\$	\$	4,348,540
General Customers	2,740,979	1,487,211	2,974,422	3,041,347			3,533,911
Forfeited Discounts	32,483	24,071	42,000	42,000			42,000
TOTAL REVENUES	\$ 6,123,789	\$ 3,371,303	\$ 6,688,449	\$ 6,840,587	\$	\$	7,924,451
EXPENSES							
Green Bay Metropolitan Sewerage District	\$5,043,833	\$2,659,641	\$5,319,282	\$5,319,282			\$5,798,017
Green Bay Metropolitan Sewerage District-Monitoring	74,467	37,000	74,000	74,000			76,220
All Other	1,051,828	541,691	1,083,382	1,083,382			1,115,883
Replacement Fund	6,170,128	3,238,332	6,476,664	6,476,664			6,990,120
	419,430	232,650	465,300	465,300			480,000
TOTAL EXPENSES AND OTHER USES	\$ 6,589,558	\$ 3,470,982	\$ 6,941,964	\$ 6,941,964	\$	\$	7,470,120
NET INCOME (LOSS)	\$ (465,769)	\$ (99,679)	\$ (253,515)	\$ (101,377)	\$	\$	454,331

Notes to the above figures:

* The Revenue for Paper Mills and General Customers include a City 9% increase implemented the 4th quarter of 2012 and a GBMSD 9% increase effective with the first quarter of 2013.

*All Other Expenses of \$1,051,828 represents the actual 2011 amount times a factor of 1.03% per year to arrive at the 2012 & 2013 estimates.

*The Replacement Fund represents an annual amount set aside to assist in funding capital replacement.

WASTE WATER STUDY 2012

City of De Pere Wastewater Collection and Treatment Utility
Proposed 9% Rate Increase - General Customers Summary

Current Rates - 2012	Proposed Rates With 9% Increase
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Volume charge - treatment	Volume charge - treatment
Treatment	Treatment
\$3.56/thousand gallons	\$3.88/thousand gallons

Volume charge - collection - quarterly	Volume charge - collection - quarterly
First 54,000 gallons	First 54,000 gallons
Next 486,000 gallons	Next 486,000 gallons
Over 540,000 gallons	Over 540,000 gallons
\$0.686/thousand gallons	\$0.748/thousand gallons
\$0.654/thousand gallons	\$0.713/thousand gallons
\$0.400/thousand gallons	\$0.436/thousand gallons

Collection Fixed charge - quarterly	Collection Fixed charge - quarterly
3/4"	3/4"
1"	1"
1 1/2"	1 1/2"
2"	2"
3"	3"
4"	4"
\$21.30	\$23.20
54.05	58.90
107.45	117.10
172.30	187.80
322.80	351.85
967.40	1,054.45

In thousand gallons	
Per Year	Per Quarter
60	15

Current Rates - 2012	
Per Year	Per Quarter
\$339.96	\$84.99

Proposed Rates With 9% Increase	
Per Year	Per Quarter
\$370.48	\$92.62
	Quarterly Increase
	\$7.63

Projected Average Future Quarterly Bills

2013	\$ 100.96
2014	\$ 110.04
2015	\$ 119.95
2016	\$ 130.74
2017	\$ 142.51

AVERAGE RESIDENTIAL BILL

Average water use

Wastewater

This assumes an annual 9% increase from the Green Bay Metropolitan Sewerage District.

WASTE-WATER STUDY 2012

City of De Pere Wastewater Collection and Treatment Utility
Proposed 9% Rate Increase - Paper Mill Summary

Proposed Rates With 9% Increase

Volume charge - collection - monthly
First 54,000 gallons \$0.748/thousand gallons
Next 486,000 gallons \$0.713/thousand gallons
Over 540,000 gallons \$0.436/thousand gallons
Up to a maximum of 10% of Collection System Expenses allocated to the Flow Rate - for 2012: \$64,653

GBMSD Daily Monitoring Fixed Charge - monthly
\$2,435.87

Current Rates - 2012

Volume charge - collection - monthly
First 54,000 gallons \$0.686/thousand gallons
Next 486,000 gallons \$0.654/thousand gallons
Over 540,000 gallons \$0.400/thousand gallons
Up to a maximum of 10% of Collection System Expenses allocated to the Flow Rate - for 2012: \$59,315

GBMSD Daily Monitoring Fixed Charge - monthly
\$2,364.92

GBMSD unit charges
Flow \$91859/thousand gallons
BOD \$0.28897/pound
TSS \$0.32008/pound
Phosphorus \$0.52970/pound
TKN \$0.83575/pound

GBMSD unit charges
Flow \$0.84274/thousand gallons
BOD \$0.26511/pound
TSS \$0.29365/pound
Phosphorus \$0.48596/pound
TKN \$0.76674/pound

TREATMENT RATES

AVERAGE PAPER MILL INDUSTRIAL INVOICE

	PER YEAR	PER MONTH
Average units		
Flow (in thousand gallons)	240,000	20,000
BOD (in pounds)	3,029,640	252,470
TSS (in pounds)	426,840	35,570
Phosphorus (in pounds)	1,980	165
TKN (in pounds)	30,192	2,516

Flow (in thousand gallons)	240,000
BOD (in pounds)	3,029,640
TSS (in pounds)	426,840
Phosphorus (in pounds)	1,980
TKN (in pounds)	30,192

Current Rates - 2012
Per Year \$1,171,364.29
Per Month \$97,613.69
Per Year \$59,315.00
Per Month \$4,942.92
Per Year \$28,379.00
Per Month \$2,364.92
Per Year \$1,259,058.29
Per Month \$104,921.52

Proposed Rates With 9% Increase
Per Year \$1,276,787.08
Per Month \$106,398.92
Per Year \$64,653.00
Per Month \$5,387.75
Per Year \$29,230.00
Per Month \$2,435.83
Per Year \$1,370,670.08
Per Month \$114,222.51
Per Year \$9,300.98

Projected Average Future Monthly Bills

2013	\$124,502.53
2014	\$135,707.76
2015	\$147,921.46
2016	\$161,234.39
2017	\$175,745.48

This assumes an annual 9% increase from the Green Bay Metropolitan Sewerage District.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 13, 2012
Subject: Memo on Future Agenda Items from July 9th Board of Public Works.

At the July 9th Board of Public Works Meeting, there were two "Future Agenda Items" discussed as follows:

1) Alderperson Boyd had an item for the Parking and Traffic Team to follow up on regarding complaints from people on Broadway speeding. The area of concern is from the Dairy Queen all the way to the bridge. Alderperson Crevier added that he noticed recently that the 25 mph speed limit sign's view, going south on Broadway from Hwy 172, into the residential area in De Pere was obstructed from branches. He thought if it were more visible, it might help to slower the traffic. Alderperson Boyd suggested some red flags or something else to draw the driver's attention to the sign and the decrease in speed might be helpful also.

2) Alderperson Bauer had another item for the Parking and Traffic Team to follow up on. He asked about the roundabout changes at the Claude Allouez Bridge, if we can obtain information for our residents as well as the City on what the changes entail, how they're proposing this is going to help any of these situations and how it will relate to the future if and when Southbridge goes through somewhere. He thought it could possibly be used to support the City saying to the state that we need this project sooner than later. Eric Rakers stated we are pursuing getting a representative from the DOT to a Council Meeting and hoping to obtain information from the DOT on roundabouts and driving roundabouts. He added that he will put this on our cable channel and on the City's website under the News and Announcements area to try to get more information out there. Scott Thoresen added that the changes are to help relieve the backups at the roundabout and that the traffic had greatly exceeded the DOT's expectations.

Item 1 - This will be discussed at the Parking and Traffic Team meeting. A meeting has not been held since this request.

Item 2 - Staff has completed additional follow-up on this. Staff attempted to have a WisDOT representative at the July 17th meeting. The WisDOT representative was not able to attend this meeting, however, they provided the City with information and Scott Thoresen made a presentation at the meeting. Staff and Randy Asman from WisDOT created a video for the upcoming changes to the roundabout. This is being shown on our cable channel and has been posted on our website.

Work on the roundabout is scheduled to begin on Monday, August 20th. Modifications to the roundabout will be staged over a four night period. WisDOT will be posting message boards notifying drivers of the upcoming changes.