



Board of Public Works

Regular Meeting

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

Agenda

Monday, August 12, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, 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 **August 12, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

I. Call to Order

1. Roll Call

II. Public Comment

III. Action Items

1. Approval of Minutes of Board of Public Works Meeting July 8, 2013
2. Request for sign variances at 200 Main Avenue. Submitted by Expera Specialty Solutions.
3. Sidewalk Cafe Permit – Paintin’ Pottery or Bead It
4. Azure Contemporary Fashion & Accessories Request to Set Up Traffic Control
5. NEW Water/GBMSD Sampling Agreement
6. Request to Extend Water Main on Cedar Street
7. Overnight Parking Restrictions Review
8. Mini-Storm Sewer Policy
9. Caselle Clarity Water Billing Software from Civic Systems
10. Quote for Pedestrian Signal Installations
11. Parking and Traffic Team Minutes - July 23, 2013

IV. Future Agenda Items

V. Adjournment

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.

Any person wishing to attend who, because of disability requires special accommodation should contact the City Administrator’s Office at 339-4044 by 4:30 p.m., the day before the meeting so that arrangements can be made.

Agenda Sent To:

Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Shana Defnet, Clerk-Treasurer
City Hall 1st & 2nd Floor
Eric P. Rakers, City Engineer
Karen M. Heyrman, Assistant City Engineer

Green Bay Press Gazette
TV and Radio Stations
De Pere Area Chamber of Commerce
De Pere Area Business Alliance
North American Communications
WI Public Service Corporation
Kress Family Library
Carolyn Caffrey
Bill Fatla, Beacon Electric

De Pere Journal
Ann Sislo
Ruth Zych
Adam Haleen
Steve Jacobs, St. Norbert College
Brian Vanderloop
Shanna Zeitler
Don Sliwka

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Approval of Minutes of Board of Public Works Meeting July 8, 2013

ATTACHMENTS:

- July 8, 2013 BOPW Meeting Minutes (PDF)

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN – JULY 8, 2013

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session in the Council Chambers in City Hall, on Monday, July 8, 2013.

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 Kneiszel, Bauer, and Heuvelmans. Alderperson Boyd was excused. Others present were: Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Pam Denis, recording secretary.
2. Approve Minutes. Alderperson Bauer moved to approve the minutes of the June 10, 2013 Board of Public Works regular meeting, Alderperson Heuvelmans seconded the motion. Upon vote, the motion carried unanimously.
3. Public Comment. None.
4. Consider Request for Revocable Occupancy Permit – Pubhaus. Scott Thoresen, Director of Public Works, reviewed the request from Pubhaus to permit outdoor seating on the sidewalk alongside the building. Mayor Walsh moved to approve the staff recommendation to grant a revocable occupancy permit to Pubhaus, Alderperson Heuvelmans seconded the motion. Upon vote, the motion passed unanimously.
5. Consider Engineering Technical Services Regarding Installation of Verizon's Wireless Antennae Facilities on City Water Towers. Scott Thoresen, Director of Public Works presented Verizon's request regarding installation of wireless antennae facilities on the City's Merrill street water tower. Verizon will fund the engineering services performed by Dixon Engineering for the City to make sure there is no impact to the City's water tower by the work being proposed by Verizon. Discussion followed. Alderperson Bauer moved to approve Verizon's request, Alderperson Kneiszel seconded the motion. Upon vote, motion passed unanimously.
6. Discussion of Mini-Storm Sewer Policy. City Engineer Rakers reviewed the mini-storm sewer policy which is used for areas where there is not an established connection to a storm sewer. Mini-storm sewers are used for sump pumps and backyard drains only. Discussion followed. Mayor Walsh at 7:50pm moved to open the regular meeting for public comment, Alderperson Heuvelmans seconded the motion, upon vote, the motion passed. Adam Haleen, 1003 Wishart, explained why he was in favor of the mini storm sewer. He shared the destruction that standing water on his property had created. Don Sliwka, owner of a duplex at 859 Volker, explained that he would like more detail regarding mini-sewers but that he would be in favor of them. He shared that he had paid \$15,000 to repair walls that had been pushed in by standing water. Both residents were willing to pay a portion of the costs. At 7:54pm Mayor Walsh moved to return to regular session, Alderperson Bauer seconded the motion, upon vote, the motion passed. Discussion followed regarding costs of installing mini-sewers. At 8:04pm Mayor Walsh moved to open the meeting for public comment, Alderperson Kneiszel seconded the motion, upon vote, the motion passed. Don Sliwka, 859

Volker, asked if the mini-sewer could run through the back yard. Eric Rakers, City Engineer, stated that the City preferred to keep the mini-sewer connections in the city right-of-way for easier access to maintain. At 8:06pm Mayor Walsh moved to return to regular session, Alderperson Kneiszel seconded the motion, upon vote, the motion passed. Discussion continued regarding fees for mini-sewers. Mayor Walsh concluded the discussion by requesting the City Engineer Rakers look at fees and bring back the suggested fees as an action item.

7. Future Agenda Items. Alderperson Heuvelmans inquired whether a business could get a mini-storm sewer hookup.
15. Adjournment. Mayor Walsh moved to adjourn the meeting, seconded by Alderperson Kneiszel. Upon unanimous vote, the meeting was adjourned at 8:15pm.

Respectfully submitted,

Pam Denis

Recording Secretary

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Plan Commission

FROM: Carey Danen

SUBJECT: Request for sign variances at 200 Main Avenue. Submitted by Expera Specialty Solutions.

The former Nicolet/Thilmany Paper Mill located at 200 Main Avenue is now known as Expera specialty solutions. (Please see attached letter). Expera has requested permits to install lettering on the east side of the building advertising their company name. The proposed lettering is four (4) feet high. The De Pere Municipal Code, Chapter 98-15 (C) 1 which pertains to the downtown sign district states: *"Lettering shall not exceed 20 inches in height"*. Expera is requesting a variance from this section of the sign ordinance. City staff recommends approval of the request and suggest that the height of the letters be lowered to be consistent with the current Thilmany signage.

Expera is requesting a second variance from the De Pere Municipal Code, Chapter 98-15 (a) (4) which states: *"The top of any sign shall not exceed 20 feet above grade"*. Being that the facility is located above the Fox River staff recommends that the height from grade requirement be allowed to be varied.

Expera also is requesting variance(s) from the De Pere Municipal Code, Chapter 98-15 (C) 1 and Chapter 98-15 (a)(4) as previously described to allow "NICOLET MILL" signage on the south wall. Staff also recommends approval of this request.

Expera is also requesting a variance from Chapter 98-15 (C)(5)(C) which states *"Internally illuminated signs shall not be permitted"*. The "NICOLET MILL" signage is proposed to be halo lit. Staff recommends approval of the halo lighting request. (A variance has previously been approved for the SHOPKO halo lit letters at 230 N. Wisconsin Street).

Feel free to contact me at 339-4053 or via email at dhongisto@mail.de-pere.org <<mailto:dhongisto@mail.de-pere.org>> if you have any questions. I will also be in attendance at the meeting Monday evening.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Sidewalk Cafe Permit – Paintin’ Pottery or Bead It

This request is a permit to allow outdoor seating on the sidewalk alongside the building as requested by the owner.

The business the “Paintin’ Pottery or Bead It” located at 520 George Street has requested permission to allow outdoor seating on the City’s sidewalk for their customers. The request is for proposed seating for three (3) 24” tables alongside the building. (See attached sketch) Staff has reviewed the request on site and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the tables and chairs adjacent to the building. I discussed with owner that she needs to keep table and chairs close to the building in order to maintain a 48” clear path for pedestrians in wheel chairs. I also told owner that they need to keep area clean.

Staff recommends approving the sidewalk café permit.

ATTACHMENTS:

- sidewalk cafe permit paintin pottery or bead it (PDF)

\$ 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: Carolyn CaffreyApplicant Address: 1719 Sunnyside LaneApplicant Phone: (920) 338-9483Applicant Cell Phone: (920) 346-0403
~~338-9483~~Establishment Name: Paintin' Pottery or Bead ItEstablishment Address: 520 George StreetPhone: (920) 338-9970

Fax:

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.

Carolyn Caffrey

Signature - Establishment Owner

This application is made with my/our knowledge and consent

Carolyn Caffrey

Signature - Property Owner(s).

Approvals

Signature: Clerk's Office

Signature - Board of Public Works, Engineering Division

Receipt #

85000

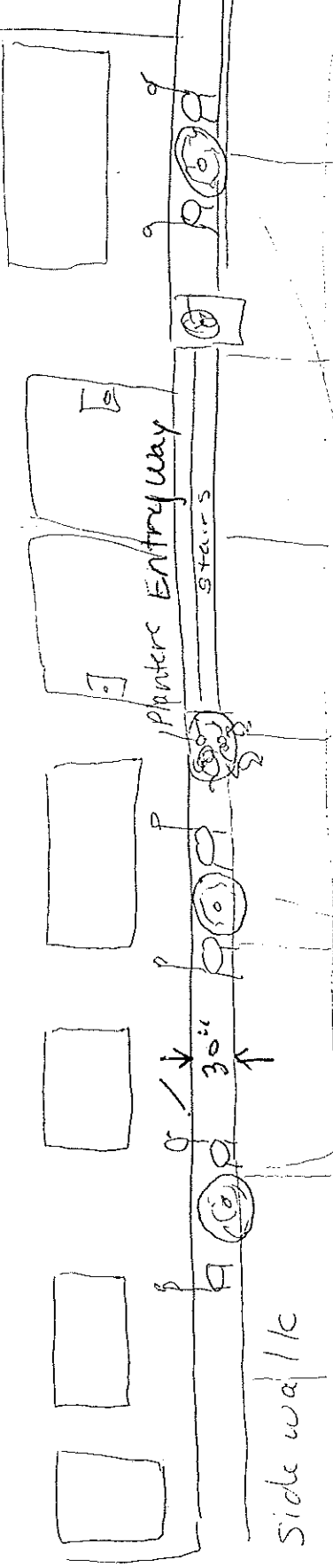
Dated:

7-25-13

Issued:

Permit #:

Building



red brick

Small 3 sets metal bistro tables -
Solid + heavy in construction

Serving coffee, ice cream, cupcakes

NO ALCOHOL

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Azure Contemporary Fashion & Accessories Request to Set Up Traffic Control

Azure Contemporary Fashion & Accessories is requesting the City's street department provide traffic control for their Fashion Night Out Event on September 5th. (See attached request).

The estimated costs for the street department to set up and take down the traffic control for this event is as follows:

Labor:

2 Employees two (2) hours regular time for set up:

2 - Employees	\$25.69 x 4 hours	\$ 102.76
40% Fringe Benefit	\$10.28 x 4 hours	\$ 41.12

2 Employees two (2) hours over time for take down:

2 - Employees	\$25.69 x 1.5 x 4 hours	\$ 154.14
40% Fringe Benefit	\$10.28 x 4 hours.	\$ 41.12
Total Labor		\$ 339.14

Equipment:

1 Ton Dump Trucks four (4) hours	\$10.62 x 4 hrs.	\$ 42.48
1 - Trailer for four (4) hours	\$10.70 x 4 hrs	\$ 42.80
Total Equipment		\$ 85.28
TOTAL		\$ 424.42

As indicated above, the total costs of the donation for the traffic control is \$424.42. Staff has the resources to provide the traffic control so will leave it up to the BOPW and Council as to whether or not you want to provide this service at no charge.

ATTACHMENTS:

- Azure Request (PDF)

Azure Contemporary Fashion & Accessories
Shanna Zeitler
113 N. Wisconsin Street
De Pere, WI 54115
July 15, 2013

City of De Pere
Public Works
Scott Thoresen
925 S. 6th Street
De Pere, WI 54115

Dear City Council:

I am asking the public works department to donate their time to set up and remove the proper traffic barricades for our Fashion Night Out Event. The event will take place Thursday September 5th between Azure Contemporary Fashion and Accessories (113 N. Wisconsin Street) and Sweetpeas Children's Clothier (106 N. Wisconsin St.).

This will be our third year hosting the event and we are excited to be partnering with The Golden House. All of the money raised in our "fashion" raffles will go directly to The Golden House, along with any items donated in our clothing drive. Most of the vendors who participate in this event graciously donate their time, this way we are able to give more back to the Golden House. I am asking the Public Works department to consider donating their time for such a great cause. The barricades will need to be set up promptly at 1pm and taken down when the event is over at 9pm. Thank you for your time and consideration.

Sincerely,

Shanna Zeitler
Owner

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013
DEPARTMENT: Board of Public Works
FROM: Scott Thoresen
SUBJECT: Overnight Parking Restrictions Review

ATTACHMENTS:

- Overnight parking discussion (PDF)

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Board of Public Works

From: Derek A. Beiderwieden, Chief of Police

Date: August 7, 2013

Subject: Discussion of Overnight Parking Restrictions

I have been asked to address some of the reasons for the City of De Pere's current overnight parking restriction. The City of De Pere has in effect a restriction on overnight parking between the hours of 2 a.m. and 5 a.m. on city streets and city parking lots. This is for the following reasons:

1. Forces patrolling side streets and parking lots during nighttime.
2. Keeps tabs on vehicles that may be abandoned by ensuring the vehicles operate. Gives reason for police to further investigate suspicious vehicles or people inside vehicles at say 3 a.m. It also increases stolen vehicle recovery.
3. It is a form of intelligence gathering (plate numbers/vehicle descriptions) and assists police in solving criminal activity, specifically incidents of stalking, burglary and theft -- typical nighttime criminal activities.
4. Allows for street maintenance like snow plowing and sweeping at odd times of night when a traffic emergency is not declared like clearing downtown streets and major roads of snow piles.
5. Controls certain activities (house parties in particular) by causing the movement of vehicles, thus the activity does not go beyond the 2 a.m. time limit. This may help promote neighborhood harmony.
6. Controls the "car lot" look some communities get with long-term street parking.
7. And, frankly, some residents just don't want parking in front of their house in the middle of the night (known by complaints received by police).

The current ordinance regulating overnight parking was modified a few years ago by the common council to read as follows:

Overnight parking:

General rule: Except as provided herein, no person shall permit any trailer, camper or other property capable of being towed, or any motor vehicle licensed in their name or under their use or custody to be parked upon any street, alleyway, parking mall, public parking lot or other public off-street parking area, between the hours of 2:00 a.m. and 5:00 a.m., Monday through Friday.

Serving with P.R.I.D.E.

Attachment: Overnight parking discussion (1247 : Overnight Parking Restrictions)

Exceptions: This prohibition shall not apply to:

1. Long-term parking permitted under subsection (3) of this Code.
2. Parking in those areas designated as 24-hour parking.
3. Exceptions granted by the police department to residents under the following circumstances:
 - i. The request is made during regular police office business hours (Monday-Friday, 8:00 a.m. - 4:30 p.m.) or in an emergency, to the sergeant on duty if after 4:30 p.m.;
 - ii. The requester provides information to the police department regarding good cause for the requested exception. "Good cause" means uncommon circumstances experienced by the resident such that motor vehicle parking on private property is improbable or impractical. Examples of "good cause" include: driveway construction or maintenance, overnight houseguests, or owner/passenger medical condition.
 - iii. During each calendar year, no exception shall be granted for longer than three consecutive days and no more than 15 total days of exceptions shall be granted by the police department to any one address within the city unless the police department determines that the "good cause" shown to exist continues through no fault of the resident.
 - iv. No exception granted by the police department shall supersede any snow emergency declared.

In addition to the penalties provided for violations of this section, the street superintendent or designee may cause any vehicle to be removed from such street, alleyway, or parking area if such vehicle interferes with snow removal or other public purpose. The costs of towing such vehicle and all other associated charges shall be charged to the owner of such vehicle.

The current ordinance allows residents to call the police department for exceptions up to 15 times per year when entertaining guests or during driveway maintenance, etc. The police department keeps track of the exception call-ins and disregards enforcement during the exception period. Weekend (Saturday morning and Sunday morning) parking in the street is always allowed.

For the reasons listed and the ability for residents to have many exceptions, the police department does not recommend changing the current ordinance.

If you should have any questions, please contact me at 339-4075.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Mini-Storm Sewer Policy

At the July 8th Board of Public Works, there was a discussion item regarding the creation of a mini-storm sewer policy. The purpose for the policy would be to provide a storm connection option for residents in areas that do not currently have storm sewer available and where the street is not scheduled to be resurfaced. The discussion item from the July 8th meeting has been included for background.

Points of Discussion/Consideration

Staff has reviewed the information from other municipalities, costs for storm sewer main and storm laterals when constructed as part of a street project, and potential mini-storm sewer costs and recommends the following:

- Adopt an ordinance for the installation of mini-storm sewer based on requests or nuisance identified by City Staff for areas without storm sewer.
- The mini-sewer main is to be owned and maintained by the City. The lateral is to be owned and maintained by the property owner.
- Require connection to the mini-sewer within one-year of installation.
- Create a fee each year for the mini-storm sewer installation. The fee will be established annually by the Board, based on previous years. The fee for next year will be set at \$1,700. The \$1700 connection charge is based on the property owner being assessed 100% for the storm lateral and 20% for the mini-sewer main. This matches the policy being used for storm sewer main.
- Create a list of mini-sewer installation locations and present to the Board of Public Works annually for consideration. The recommendation for the locations to install mini-sewers will be based on the order of requests and the funding available. Funding would be from the storm water utility.
- If there is a request for a mini-storm sewer, and there is mainline storm sewer in the street, City Staff will have the discretion to install a storm lateral with asphalt repair for the same fee as the mini-storm sewer.

ATTACHMENTS:

- CI-BOPW-7-8-13-Mini-Storm_Sewer-COPY (DOCX)

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: July 3, 2013
Subject: Discussion of Mini-Storm Sewer Policy

During periods of wet weather, staff will receive several requests each year for storm laterals in areas where storm sewer and storm laterals do not exist. In addition to requests, there are locations in the City where sump pumps discharge water that creates a nuisance by water ponding in back yards or icing on the sidewalk in the winter. Requiring sump pump connections to the storm sewer at these locations can eliminate sump pump water issues. The purpose for this item is to discuss another option for access to storm connections to address the situations identified above.

General Discussion/Background

The City has implemented policies to provide storm sewer laterals to properties in the City. The first two items below are stated in the ordinance, while the third was a decision from the Board of Public Works to address drainage issues on an existing development in the City.

- Section 26-4 of the Municipal Code addresses new construction/development in the City:

Sec. 26-4. - Sewer main extensions; assessment.

All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon such property in the net amount of benefits over damages as determined by the common council pursuant to the procedures set forth in Wis. Stats. § 66.60. Laterals shall be installed at the time the storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with statutory procedure.

- Section 26-5.5 addresses street reconstruction and the construction of storm sewer mains:

Sec. 26-5.5. - Storm sewer service line installation.

- Upon reconstruction of any street or any storm sewer main, where it is determined that storm sewer service lines have not been installed to each lot of record, such service line shall be installed in conjunction with such reconstruction. The location of such service line shall be as determined by the city*

engineer or designee.

(b) *Assessment for the installation of such storm sewer service line(s) shall be as provided in section 13-7 of this Code.*

- For street resurfacing, the City has required the installation of storm sewer due to drainage issues/complaints. This was established in 2008 with St Bernard Drive. There was an identified drainage problem on this street. Even though the majority of residents opposed the storm sewer installation, the sewer was ordered in and assessments levied. This action was taken at the December 8, 2008 Board of Public Works Meeting.

When new storm sewer is installed to existing properties, the past practice has been to assess the storm sewer main at 20% of the cost and storm laterals at 100% to benefitting properties. If there is storm sewer in front of the parcel, there is no assessment for the storm sewer main, only the lateral.

The current practice for residents who contact staff with backyard drainage or sump pump discharge problems that do not have a storm connection available, is to provide the following options:

- (1) Wait for resurfacing project. Properties benefited will be assessed at that time.
- (2) Work with neighbors to install a backyard drain out to a location where storm sewer is available.
- (3) Review elevations and construct a side lot drainage swale.
- (4) Direct the sump pump to the backyard in the winter and front yard in the summer per Section 26-5 which states:

(d) Discharge to public streets. No person shall discharge any clear water directly into a public street or alley from November 1 to March 31, inclusive. No person shall discharge any clear water directly into a public street or alley from April 1 to October 31, inclusive, without first obtaining from the director of public works, a written permit to do so.

The reason to coordinate storm lateral installation with resurfacing is so that property owners are not assessed for pavement restoration. If the street is already scheduled for resurfacing, property owners are not assessed for the resurfacing. If storm sewer and storm laterals were installed without street resurfacing, the assessment cost would include street restoration.

Mini-Storm Sewer Alternative

The City of Green Bay, Manitowoc, and Oshkosh have had similar issues to De Pere and have utilized a mini-storm sewer to provide storm laterals to areas without storm sewer. Mini-storm sewers are small diameter, generally 6" or 8" PVC pipe that is constructed behind the back of curb within the right-of-way. The main purpose of the mini-storm sewer is to provide a sump pump connection point for properties that may otherwise not have one. Mini-storm sewer may also be installed to help alleviate private drainage problems. Common reasons to install mini-storm sewer include preventing sump pump drainage from freezing on driveways and sidewalks, preventing ice blockage at the end of

the sump pump pipe, removing water that is re-circulated from the backyard to the foundation of the home back into the backyard.

The benefit for the mini-storm sewers is as follows:

- Minimal pavement restoration because the mini-storm sewer is located in the terrace.
- Provide the facilities where requested or needed.
- Small diameter pipe is utilized due to smaller amount of flow.
- Short connection length for property owners.

The disadvantage for the mini-sewers is as follows:

- May need to place two pipes on each side of the street.
- Susceptible to root intrusion because it is located in the terrace.
- Additional field locating for Digger's Hotline and mapping.

In the near future, the City will need to investigate and eliminate the high inflow and infiltration (I&I) of clear water into the sanitary sewers. A likely source of I&I is foundation drains in older houses. Many of the older houses in the City do not have sump pumps. These houses still have foundation drains that are connected to the sanitary sewer. The clear water from the foundation drains enters the sanitary sewer and flows to the Green Bay Metropolitan Sewerage District where it is treated. The City is billed for the clear water that is treated. At some point, the City will need to determine a policy to eliminate the connection of foundation drains to the sanitary sewer. This could result in additional sump pump discharges to the ground and drainage issues.

Potential Costs/Funding

As mentioned above, storm sewer main and storm connections have been assessed at 20% and 100% respectively to existing benefitting properties. Over the last several years, this has equated to the following assessments:

Project	Storm Sewer Main Assessment	Storm Connection Assessment	Total Assessment	Comments
Project 12-04 (Glenwood)	\$0	\$741	\$741	Storm sewer main was existing. Restoration was included with the project.
Project 11-04 (Huron)	\$351	\$859	\$1210	Restoration was included with the project.

The cost of the mini-storm sewer could be established as a connection fee. Other communities have established fees as follows:

Municipality	Fee	Description
City of Green Bay	\$845	Connection and inspection fee.
City of Oshkosh	\$400 or \$750	Smaller fee is for a lateral. Larger fee is for a lateral and yard drain.
City of Appleton	\$0	Project is funded through the storm water utility.

The actual costs of the mini-sewer can vary from \$3,800 to \$8,000 per property. Additional cost for the mini-storm sewer would be covered by the storm water utility fund. Over the past several years, \$50,000 has been allocated for new storm sewer construction around the City. This item could be used to cover part of the installation of new mini-storm sewer, similar to the Utility covering part of the cost for storm sewer main.

Points of Discussion/Consideration

- Adopt an ordinance for the installation of mini-storm sewer based on requests or nuisance identified by City Staff for areas without storm connections.
- The mini-sewer main is to be owned and maintained by the City. The lateral is to be owned and maintained by the property owner.
- Require connection to the mini-sewer within one-year of installation.
- Determine if the current assessment policy is adequate or if a fee should be established. A point of consideration is if the cost of the mini-sewer should be similar to the cost of sewer installation on a street resurfacing/reconstruction project.
- Create a list of mini-sewer installation locations and present to the Board of Public Works annually for consideration.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Parking and Traffic Team Minutes - July 23, 2013

Items for the Board of Public Works:

1. Parking: No parking during school hours on Widgeon Court.

Residents in the Court requested to limit parking to match what has been done for Mallard and Teal Ct. Staff has observed issues with parking, mail delivery and also pickup of waste in Widgeon Court.

Recommendation: The parking change request matches the City's Parking Policy near Schools and staff is recommending that Widgeon Court be signed with "2 Hour Parking 7am to 4pm on School Days".

2. Parking: No parking during school hours on Scheuring across from Syble Hopp.

Syble Hopp requested that parking be limited on the north side of Scheuring Road during school hours since there is a significant safety issue with crossing the street at that location.

Recommendation: During school hours there are issues with individuals parking on the north side and crossing mid-block (or where they are parked). The parking change request matches the City's Parking Policy near Schools. Staff is recommending that the north side of Scheuring, from 680 Scheuring to Patriot Way, be signed "No Stopping or Standing, 7am to 4pm on School Days".

Items that were reviewed (No action needed):

1. Parking: Parking restriction on Lone Oak to 2 or 3 hours during school hours.

The De Pere School District is requesting to limit parking on Lone Oak during school hours to 2 to 3 hours. The primary reason for the request is to limit off ground parking for students from the school.

Recommendation: The requested restriction is in Ledgerview. Additionally, the City does not want to be involved in modification parking based on School policies. From a design and safety standpoint, Lone Oak is functioning properly and staff feels no action is necessary.

2. Parking: Parking in the cross hatched area of the cul-de-sac on Superior Street near Optimist Park.

Individuals are blocking the sidewalk access to the park by parking in the Court on the already

marked area. Based on the Wisconsin Administrative Code, Section 346.52, stopping is prohibited “on a sidewalk, or sidewalk area, except when parking on the sidewalk or sidewalk area is clearly indicated by official traffic signs or parking meters.” This area has been cross hatched with white to restrict parking. Police Department will also monitor the parking during major sport events.

Recommendation: Change the striping to yellow and have the Police Department monitor the parking during major sporting events.

3. Safety: Curve signs on 200 Fort Howard Avenue.

A concerned was express with the curve at 200 Fort Howard Avenue and the possible need for a sign. Staff reviewed the street and also accident history. There is only one accident reported at this location. Staff recommends that we should monitor the curve to see if future incidents are reported.

Next Steps: At this time, no action is required.

4. Safety: Curve signs at 1251 S. Seventh Street.

A concerned was express with the curve at 1251 S Seventh St and the possible need for a curve sign. Staff reviewed the street and also accident history. There is no accident history at this location.

Next Steps: At this time, no action is required.

5. Safety: Review potential modifications to the Suburban/Grant/Apollo intersection

Staff is working on several options to make the crossing of Grant Street safer for pedestrians and bicycle traffic. Since Grant Street is a County facility, engineering staff is going to meet with the County to discuss design options.

Next Steps: Discuss potential intersection modifications with the County. If the County is agreeable, the concepts will be brought to the Board of Public Works.

6. Safety: Review Chicago and Webster intersection modifications.

Staff is working on several options to make intersection of Chicago and Webster safer for pedestrians and bicycle traffic while still maintaining effective traffic flow. Since this intersection is a County facility, engineering staff is going to meet with the County to discuss design options.

Next Steps: Discuss potential intersection modifications with the County. If the County is agreeable, the concepts will be brought to the Board of Public Works.

7. Safety: Traffic Signal at Ninth and Apollo.

A traffic signal was requested for Ninth and Apollo primarily for pedestrian crossing Ninth. Staff reviewed the intersection and it does not meet the warrants for consideration. Sufficient public access and crossing is provided within two blocks of Apollo.

Next Steps: At this time, no action is required.

8. Safety: No Truck sign on eastbound Main to northbound Ninth or modify the location of the No Truck Sign placement on Ninth Street.

Staff has evaluated truck movements on Ninth. There are a few more trucks on Ninth than would be anticipated in a standard residential area. However, many of those trucks are delivery size vehicles

versus semi-trucks. There are several businesses and apartment complexes in the area where these vehicles may be going to make deliveries. Trucks are allowed to use non-truck routes for deliveries.

Staff also evaluated turning movements from eastbound Main onto northbound Ninth. There is not a strong correlation to vehicles making this movement and continuing north Ninth to Ashland.

Next Steps: Police Department will monitor Ninth Street. Staff will evaluate modifying the existing sign on Ninth to make it more visible for eastbound traffic on Main. At this time, no additional action is required.

9. Safety: Speed on Charles

The City has received speed complaints on Charles Street. Police have monitored the corridor in question and Engineering also completed a speed study. The study found that 85% of the vehicles were within 7 miles per hour of the speed limit. Given these findings, the Police Department will continue to monitor based on peak speed times; however no other action is needed.

Next Steps: At this time, no action is required.

10. Policy: Discuss policy for portable yield to pedestrian signs

The City continues to receive requests for portable pedestrian signs. The City only has a limited quantity of these signs and they are expensive to acquire (\$450 each). In general, staff has found that the further away from the downtown signs are placed, the more likely to be stolen. Given these facts, staff will be working on a policy that can be used to determine the best placement of the signs.

Next Steps: At this time, no action is required.

Respectfully Submitted:

Lieutenant Chad Opicka
Eric Rakers
Ken Pabich

De Pere Police Department
De Pere Engineering
De Pere City Planner

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: NEW Water/GBMSD Sampling Agreement

Prior to January 2008, City of De Pere Wastewater Treatment staff collected a wastewater sample from the City's operating paper mills. The City used this daily wastewater information to invoice the paper mills for wastewater treatment services rendered. After the City merged with NEW Water/GBMSD, the City approached NEW Water/GBMSD about their need for continued daily wastewater information from the operating paper mills so the City could accurately bill each paper mill for the City's portion of their monthly wastewater treatment service invoice. As a result, NEW Water/GBMSD has been providing and invoicing the City for this daily wastewater information. This has been occurring for the past five years without a formal agreement. The three mills that NEW Water/GBMSD staff collects wastewater information from are Thilmany Paper, US Paper- Sonoco and Fox River Fiber. Attached is the formal agreement from NEW Water/GBMSD.

Staff has reviewed this agreement and recommends approval.

ATTACHMENTS:

- GBMSD service agreement 080113 (DOCX)

Agreement

This Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) (the “Agreement”) sets forth the terms and conditions of the Green Bay Metropolitan Sewerage District (“GBMSD”) engagement to render the Services (as defined below) by and for the benefit of the City of De Pere (“De Pere”).

1. SCOPE OF ENGAGEMENT.

De Pere engages GBMSD to provide, and GBMSD shall make available and deliver to De Pere, its Services as described in and required by this Agreement. GBMSD will provide all Services as an independent contractor (and not as employee/employees) with De Pere.

GBMSD shall generally provide the following Services to De Pere as set forth below and indicated in the attached Scope of Services (collectively, the “Services” and attached):

- Wastewater flow metering, sampling, and analysis
- Setup, takedown, and cleaning of metering and sampling equipment
- Safety vehicle and equipment (mileage included)
- Miscellaneous equipment (gloves, etc.)
- Laboratory analysis and results

Additionally, GBMSD will flow meter, sample, and analyze wastewater samples from identified industries at a frequency determined by the City of De Pere (“De Pere”). De Pere shall furnish GBMSD with information regarding its data requirements.

GBMSD will:

1. Communicate with each identified industry prior to entering the private sewerage system.
2. Use confined space training, proper equipment and procedures when entering the private sewerage system.
3. Install a portable flow meter and wastewater sampler, as deemed necessary at each identified industrial site.
4. Collect six days of flow proportional composite wastewater samples and deliver said samples to the GBMSD Laboratory for analysis.
5. Deliver wastewater analytical results to the City of De Pere.

Invoice De Pere for GBMSD labor, equipment rental, vehicle mileage, miscellaneous materials, and overhead per GBMSD’s “Policy for Extending Contract Services”.

In addition, GBMSD may perform such other duties and responsibilities as GBMSD and De Pere may agree upon.

GBMSD will deliver laboratory analysis results to De Pere for the benefit of De Pere or third parties. GBMSD will report directly and exclusively to De Pere’s Director of Public Works or other designated individual(s).

During the Term of this Agreement, GBMSD shall perform the necessary work for the Services indicated within this Agreement and/or other duties and responsibilities as agreed upon.

GBMSD shall not unreasonably withhold its consent to occasional requests by De Pere that GBMSD provide additional hours of service.

Throughout the Term and any renewal or extension thereof, GBMSD shall use its best efforts to provide Services to De Pere, and shall provide the highest professional standards when performing the Services. GBMSD shall perform the Services in accordance with generally accepted industry standards applicable to Wastewater Treatment/Field Services, including without limitation, strict compliance with all applicable federal, state, and local laws and regulations.

The Services shall be provided by GBMSD primarily at De Pere's designated industrial monitoring sites in the City of De Pere, Wisconsin area. GBMSD shall provide at its cost and expense in performing the Services, all reasonably necessary or advisable clerical, administrative, information technology, and personal or other computers and software.

The identified industrial monitoring sites will be determined by De Pere and submitted to GBMSD. Any addition or removal of an identified industrial monitoring site shall be communicated to GBMSD by City. De Pere will provide information to GBMSD regarding the scope of wastewater information desired from each industry: daily, one week/month or one week/quarter.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence on the date this Agreement is signed. Either party may terminate this Agreement and the Services at any time upon not less than thirty (30) days' advance written notice to the other party. De Pere shall pay GBMSD all compensation due hereunder, and GBMSD shall provide the Services, through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, which default remains uncured for a period of fifteen (15) days following the defaulting parties' receipt of written notice of such default.

3. COMPENSATION.

In consideration of the Services, De Pere shall pay GBMSD compensation as follows:

- (i) Hourly rates for Field Services Technicians' time. Labor charges will be based on the actual labor hours required each month multiplied by the average labor rate of a Field Services Technician derived from work performed in the previous year. This average Field Service Technician labor rate will be provided to De Pere annually at least 30 days prior to implementing the rate.
- (ii) Direct reimbursement for the reasonable cost of safety vehicle/equipment/mileage usage and all out-of-pocket expenses incurred by GBMSD in performing the Services, including without limitation, travel time to and from the identified industrial monitoring sites and miscellaneous materials (collectively, the "Reimbursable Expenses"). Miscellaneous materials are comprised of but not

limited to the following expenses: gloves, tubing, toweling, sample jugs, portable meter, and portable sampler.

- (iii) Hourly and/or analysis rates for laboratory analysis and reporting.
- (iv) GBMSD overhead costs as calculated annually. Overhead costs include, without limitation, such items as: administrative costs, supplies, taxes, utilities, insurance, depreciation, insurance, repairs, etc.
- (v) Invoices will be provided to De Pere and are due within thirty (30) days of invoice date.

4. PAYMENTS.

During the Term, GBMSD shall submit to De Pere an invoice indicating records of GBMSD's time spent providing the Services to De Pere, use of safety vehicle/equipment/mileage together with records of reimbursable out-of-pocket and other expenses.

5. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, De Pere shall not be liable to GBMSD, and GBMSD shall not be liable to De Pere, for any incidental, consequential, special, exemplary, punitive or other loss, cost, expense or damages in excess of actual damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by De Pere to GBMSD pursuant this Agreement.

6. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, which will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

7. ASSIGNMENTS, AMENDMENTS, SUCCESSION AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

8. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between GBMSD and De Pere with respect to the subject matter hereof, including without limitation, GBMSD's delivery of the Services to De Pere.

9. INDEPENDENT CONTRACTORS.

Each party to this Agreement is, and shall at all times during the Term, remain an independent business acting exclusively as an independent contractor. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee or anything but independent contractors. Neither party shall have the power nor authority to bind the other, except as may be expressly set forth herein. GBMSD shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by De Pere for its employees.

10. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person or by fax or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown below, or at such other address or fax number as GBMSD may from time to time designate in writing by notice to De Pere in the same manner as herein set forth. Notice to GBMSD shall be similarly delivered to GBMSD's address, Green Bay Metropolitan Sewerage District, Attention: Field Services Manager, 2231 North Quincy Street, Green Bay, Wisconsin 54302. Notice to De Pere shall be similarly delivered to De Pere, at De Pere's principal place of business, City of De Pere, Attention: Director of Public Works, 925 South Sixth Street, De Pere, Wisconsin 54115.

Signature page to follow

If the foregoing is in accordance with your understanding and is acceptable to you, please indicate your agreement by signing, dating, and returning to GBMSD the enclosed copy of this Agreement. We look forward to working with you.

City of De Pere

By: _____

Name: _____

Its: Director of Public Works

This Agreement is accepted and agreed to as of the ____ day of _____, 20__.

Green Bay Metropolitan Sewerage District

By: _____

Name: _____

Its: _____

Please return via United States Mail following execution to:

Brian Vander Loop
Field Services Manager
2231 North Quincy Street
Green Bay, WI 54302
Fax # 920-432-4302

Attachment: GBMSD service agreement 080113 (1229 : NEW Water/GBMSD Sampling Agreement)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Request to Extend Water Main on Cedar Street

The City received a request from Ruth Zych (See attached request) to extend water main west on Cedar Street from 10th Street due to the condition of her existing well. Currently, this section of street is not served with water because it was recently annexed from Ashwaubenon. If the City extends water main on this section of Cedar Street there will be special assessments levied against properties not currently served with City water. The length of the water main extension would be approximately 360 feet.

Staff is requesting approval from the Board for this project since it was not originally planned in the 2013 budget.

ATTACHMENTS:

- Ruth Zych - 1003 Cedar (PDF)

City Of DePere

Water Department

DePere WI 54115

July 24, 2013

To Whom It May Concern,

I am requesting to be connected to the City of DePere water system through a water Main on the street of Cedar St. I am requesting this due to the fact that my water has changed since our move into our home at 1003 Cedar St DePere WI on June 15, 2013. Prior to our purchase the only concern that a water test provided was an arsenic level of 50 mg/l which could and was addressed through osmosis system on the kitchen sink. As of the 6th of July we have found that our water has changed so drastically that we cannot continue to make use of it in the home. Since July 6th 2013 a number of professionals in the community recommend us to hook up to the city.

In our decision to request to be connected we consulted with the following professionals. Packer City Soft Water who tested our water most recently told us that they could not help us in trying to resolve this problem. They stated they had tried once before to address a similar problem and they never were able to accomplish it. That home owner drilled a new well. Clean water in Appleton WI shared that if the city refuses to provide water to our home that it could be treated but at an expense larger than hooking up to the city and taking the necessary steps to abandon the well. Then he shared there would be ongoing expenses of maintaining that system. Vince VanDeYacht was consulted regarding the well which he shared was working appropriately but that was the water in my well. In exploring digging a new well I was told that one would not dig a new well at my home I should hook up to the city.

It is greatly concerning to me that my water has changed so fast and that I have a three year old son that has been exposed to this water. I have explored all avenues that I can think of to bring back confidence that I am providing my son with healthy safe water to grow up on and I have not found any answers that do not point me in direction of hooking up to the city. Therefore I submit this letter as my formal request to have a water main installed in Cedar Street to supply my home with usable safe healthy water.

Sincerely,

Ruth Zych- Owner of 1003 Cedar St DePere WI 54115

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Caselle Clarity Water Billing Software from Civic Systems

DISCUSSION

The City of De Pere will be replacing water meters with smart meters over the next four to five years. The smart metering system will eliminate the need to drive by or manually read meters by sending data from the meters via a radio signal. The output from the meter reading software will not transfer to our current billing software due to its age.

Staff researched three options for replacement including MuniBilling, Incode V10, and Civic Systems. Civic Systems water billing software is recommended because it offers the following attributes:

- It is compatible with both the new system file types and our current file type.
- It retains the ACH (auto bill pay) feature. We currently have 860 customer accounts on our EZ-pay plan. Payment is automatically taken from a checking or saving account. The time savings in payment processing makes it the preferred method of payment. The City has been promoting our EZ-Pay plan for the past year and a half. This is definitely something we definitely want to offer.
- It retains the Tax Rollover (add delinquent bills to the tax roll) feature. In 2012 we had approximately 1,300 delinquent accounts that were rolled off the water accounts and placed on property taxes. This process is quite complex as we are required to change regular service codes to delinquent service codes for only the part of the account that is delinquent. Property owner notice is completed for the delinquent portion and penalty prior to submitting to the Brown County Treasurer. After the process is complete delinquent service codes are converted back to regular service codes. The process is very involved and requires verification.
- The cost is equal to or below other options that meet the required criteria.
- It received the best references and positive feedback from other municipalities that are currently using it.
- The implementation time is 60 days or less.

<u>Software</u>	<u>Price</u>	<u>Annual Support</u>	<u>ACH Payment (EZ-pay plan)</u>	<u>Meter Reading Format</u>	<u>Tax Roll</u>
Civic Systems	\$45,500	\$4,680	X	X	X

MuniBilling	\$6,000	\$6,000		X	
InCode V-10	\$36,750	\$8,375	X	Addnl \$8,000	X

IMPLEMENTATION COST

Clarity License Fees, Conversion, Training, and Onsite Assistance	\$45,500
Annual Support	\$ 4,680
Hardware to support the Civic Systems Software	\$10,500
Total Costs	\$60,680

PROJECT FUNDING

Funding for this project will come from the wastewater utility and water utility capital projects budgets under the Automated Meter Reading System.

STAFF RECOMMENDATION

Staff is recommending approval to upgrade to the Civic Systems water billing software.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 12, 2013
DEPARTMENT: Engineering
FROM: Karen Heyrman
SUBJECT: Quote for Pedestrian Signal Installations

The Engineering Department received proposals for pedestrian signal installations on August 6, 2013. The work includes installing a flashing beacon on Third Street for Saint Norbert College and installation of countdown walk timers at the signalized intersections of Broadway & William Street and Broadway & Cook Street. The installation cost of this work is as follows:

<u>Contractor</u>	<u>Total Cost</u>
Beacon Electric	\$2,464
Bodart Electric Service, Inc.	\$3,300
Elmstar Electric Corporation	\$8,300

The staff recommendation is to accept the quote from Beacon Electric for \$2,464. Saint Norbert College purchased the flashing beacon materials and will reimburse the \$1,240 installation cost for this item of work. The City will fund the countdown walk timer installation of \$1,224 and the material purchase of \$3,300. Funds for this work are budgeted from TID 7.

ATTACHMENTS:

- 13-10 Bid Tab(XLSX)

PROJECT 13-10 Pedestrian Signals

BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Beacon Electric		Bodart Electric Service, Inc.		Elmstar Electric Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	Installation of Blinker Beam Pedestrian Crossing with push button activation	LS	1	\$1,240.00	\$1,240.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
2	Installation of LED Countdown Pedestrian Signal Modules at Broadway and William Street	EA	8	\$ 102.00	\$816.00	\$ 150.00	\$1,200.00	\$ 400.00	\$3,200.00
3	Pedestrian Signal Modules at Broadway and Cook Street	EA	4	\$102.00	\$408.00	\$150.00	\$600.00	\$400.00	\$1,600.00
TOTAL AMOUNT BID					\$2,464.00		\$3,300.00		\$8,300.00

Attachment: 13-10 Bid Tab (1251 : Quote for Pedestrian Signal Installations)