



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Monday, August 9, 2021

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **August 9, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://depercitywi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public Comment Period

III. Items

1. Approval of the July 12, 2021 Board of Public Works Meeting Minutes
2. Consideration of and Possible Action on a Request for Approval to have Prepared a Transportation Plat and Retain an Appraiser to Acquire Under Eminent Domain Property Necessary to Construct Public Parking Facilities in and Adjacent to the Public Alley Located Between Reid Street and Main Avenue and 4th and 5th Streets*
3. Consideration and possible action on Definitely De Pere's Revised Request for Garbage & Recycle Receptacle Proposal Utilizing Excess Stadium Tax Funds*
4. Grant and Allard Street Signal Update
5. Consider and Possible Action Regarding Contract Renewal for Commercial & Industrial Cross Connection Control Program*
6. Consideration and possible action on Brown County Municipal Agreement for Southbridge Interchange*
7. Consideration and possible action on award of Contract 21-08 Manhole Repair and Rehabilitation*
8. Consideration and Possible Action on the Discontinuance of Colored Concrete Sealing of Crosswalks
9. Update on Inflow and Infiltration Work

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

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, Monday, August 9, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

NORTHERN PIPE, INC

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

HYDROCORP INC

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.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the July 12, 2021 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2021 0712 BOPW Draft Minutes (PDF)



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Monday, July 12, 2021

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Alderman	Excused	
Jonathon Hansen	Alderman	Present	
Shana Defnet Ledvina	Alderman	Present	
Dean Raasch	Alderman	Present	

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Tony Fietzer, Street Superintendent

Betty Sellenheim, Recording Secretary

Tina Quigley, Definitely De Pere

Peter Schleinz, Senior Planner/Definitely De Pere Board Member

Sean Gehin, Village of Allouez Public Works Director

Greg Potts, Town of Ledgeview Director of Public Works

Bob Dwyer

Maurice & Lynn Kane

Niels Jensen

Steve Elsner

Michael Rosewall

Amy Kunding

Claudia Elsner

Gary Emmers

II. Public Comment Period

None

III. Items

1. Approval of the June 7, 2021 Board of Public Works Meeting Minutes

Alderman Raasch moved to approve the June 7, 2021 Board of Public Works Meeting Minutes, seconded by Alderman Hansen. Upon vote, the motion passed 4-0.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderman
SECONDER:	Jonathon Hansen, Alderman
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

2. Consideration and possible action on Definitely De Pere's Request for Garbage Can Proposal Utilizing Excess Stadium Tax Funds*

Peter Schlein, City Senior Planner and Definitely De Pere Board member, outlined the proposal for funding new garbage cans in the downtown utilizing excess stadium tax monies and proposed can locations.

Alderson Ledvina moved to approve Definitely De Pere's proposal for new garbage cans utilizing excess stadium tax funds, seconded by Alderson Hansen.

Mayor Boyd expressed concerns with maintenance and ongoing cost of collecting the garbage from proposed cans and stated he had asked staff whether there was a garbage issue in the downtown area.

Mayor Boyd moved to open the meeting for public comment at 7:35 PM, seconded by Alderson Raasch. The motion passed with a 4-0 vote.

Tina Quigley, Definitely De Pere, shared additional information in response to Mayor Boyd's concerns. Alderson Raasch asked for additional information regarding the type of cans being proposed and individual costs. Ms. Quigley explained the type of can and costs being between \$500 and \$800 each. Alderson Hansen asked about the aesthetic impacts of adding the proposed cans. Ms. Quigley stated the cans being looked at will add cohesiveness to the current downtown feel. Alderson Hansen questioned the total number of carts being proposed through both phases. Ms. Quigley explained the number of carts in phase 2 may change as the downtown develops and more pedestrian traffic is seen. Mr. Schlein explained how the proposed locations were determined.

Mayor Boyd moved to return to regular session at 7:45 PM, seconded by Alderson Raasch. The motion passed with a 4-0 vote.

Mayor Boyd mentioned Alderson Carpenter had a suggestion for the excess stadium tax funds he was going to propose and would like to see both proposals before making a decision, especially considering the ongoing maintenance and costs of garbage/recycle cans. Alderson Ledvina mentioned that 30 of the proposed 38 cans currently existed and were maintained by staff and Definitely De Pere was proposing to upgrade them to matching containers. Scott Thoresen, Public Works Director, explained the timeline and concerns with tabling the proposal.

Alderson Raasch moved to table Definitely De Pere's proposal for new garbage cans until August 9, 2021 Board of Public Works meeting, seconded by Mayor Boyd. The motion passed with a 4-0 vote.

RESULT:	TABLED [UNANIMOUS]
	Next: 8/9/2021 7:30 PM
MOVER:	Shana Defnet Ledvina, Alderson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

3. Consideration and possible action on installation of audio pedestrian signals at Main Avenue and Ninth Street*

Eric Rakers, City Engineer, explained the request staff received for installing audio pedestrian crossing signals at multiple locations in De Pere and current funding options.

Aldersperson Raasch moved to approve the installation of audio pedestrian signals at Main Avenue and Ninth Street, seconded by Aldersperson Ledvina.

Aldersperson Hansen asked which other locations were requested. Mr. Rakers stated the other locations requested by the resident were included in another item on the agenda as part of the STH 32 intersection upgrades.

The motion passed with a 4-0 vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

4. Consideration and Possible Action Regarding Feasibility Study for Joint Yard Waste Facility with the Village of Allouez*

Scott Thoresen, Public Works Director, provided information regarding the current compost site operations and the feasibility study completed for a combined compost site with Allouez, including the changes proposed to the Allouez site and local roads to accommodate the additional traffic and materials and estimated cost to the City for the proposed improvements. Mr. Thoresen also addressed concerns residents have brought forward since the start of talks with Allouez for the combined site. Mr. Thoresen explained next steps depending on the action taken by the Board of Public Works.

Mayor Boyd moved to open the meeting for public comment at 8:00 PM, seconded by Aldersperson Raasch. Motion passed with a 4-0 vote.

Mayor Boyd explained the public comment section rules and processes.

Claudia Elsner (840 East River Drive) expressed concerns about increased traffic, pedestrian safety, large equipment, facility smell, lack of supervision, noise from users, use of chainsaws, decrease in property value, lack of information regarding stock-piling, exponential expansion of the Allouez site to accommodate De Pere and Ledgeview, dirt/dust (in the air and on the road), and lack of reference to a phase 2 as previously discussed by City Administrator, Larry Delo.

Bob Dwyer (830 East River Drive) expressed concerns about facility smell, dirt/dust (in the air and on the road), and noise/commotion.

Maurice Kane (830 East River Drive) expressed interest in having staff find a location in Ledgeview for a new compost facility.

Niels Jensen (840 East River Drive) expressed concerns about location of the Allouez compost facility in a residential area, facility smell, and noise/commotion (from equipment and users).

Steve Elsner (820 East River Drive) requested additional information about the award of the feasibility study, future opportunities for new contractors to provide services, oversight on the project, payments by the City to the Village for use of the site, budget eliminations due to lack of City facility, and City responsibility for site operations (including gating, fencing, hours of operations, etc.) and expressed concerns about snow removal on the proposed sidewalks along LeBrun.

Michael Rosewall (800 East River Drive) expressed concerns about fitting a sidewalk along the utility and cost to relocate.

Amy Kundinger (918 Hickory Avenue) expressed concerns about lack of alternative options, pedestrian safety, longevity of site based on community population growth, increased traffic on a narrow road, surrounding land uses, and funding.

Gary Emmers (800 East River Drive) expressed concerns about sidewalk installation, right-of-way responsibility, pedestrian and biker safety, facility smell, and dirt/dust (in the air and on the road). All stated their opposition to the proposed combined compost facility.

Mayor Boyd moved to return to regular session at 8:20 PM, seconded by Alderperson Raasch. Motion passed with a 4-0 vote.

Mr. Thoresen addressed concerns brought up by the residents. Alderperson Raasch clarified with staff the changes that were being proposed to the Allouez site to minimize some of the resident concerns. Mr. Thoresen agreed with Alderperson Raasch's statements. Alderperson Raasch asked if the drop off locations would change on the site. Mr. Thoresen explained where each material would be dropped off using an aerial map. Alderperson Ledvina asked how long materials could be stored on site. Mr. Thoresen stated yard waste would need to be removed within 30 days. Alderperson Ledvina asked how much the City would pay Allouez annually for use of the site. Mr. Thoresen stated the exact details would be worked out in an intergovernmental agreement but could be that each community would pay a portion of the overall operation cost based on population (53% City of De Pere, 17% Town of Ledgeview, and 30% Village of Allouez). Alderperson Ledvina expressed concerns about the cost, especially without having researched other alternatives. Mr. Thoresen explained the cost will only increase if a new site was developed since land cost would be added and asked how large of a radius the Board believed staff could feasibly use to look for a parcel of land.

Mayor Boyd moved to open the meeting for public comment at 8:45 PM, seconded by Alderperson Raasch. The motion passed with a 4-0 vote.

Gary Emmers (800 East River Drive) expressed concerns about the exponential expansion of the Allouez site to accommodate De Pere and Ledgeview and pedestrian safety.

Bob Dwyer (830 East River Drive) expressed concerns about lack of details being presented.

Niels Jensen (840 East River Drive) expressed concerns about the dust/dirt from the site (in the air and on the road) and traffic concerns.

Claudia Elsner (840 East River Drive) outlined the information she had regarding phase 2 of the study and addressed Alderperson Raasch's comments regarding the changes being made to help mitigate the concerns residents have about the current site. She also expressed concerns about pedestrian safety, community population increases, longevity of the site, and increased traffic.

Steve Elsner (820 East River Drive) questioned if Village of Allouez would make any changes now that they know the concerns of the residents that live near by the current site.

Darlene Fink (1955 Ledgeview Road) expressed concerns about increased traffic, traffic safety, and environmental concerns (flooding).

Maurice Kane (830 East River Drive) offered a location suggestion for developing a new compost facility.

Mayor Boyd moved to return to regular session at 5:56 PM, seconded by Alderperson Raasch. The motion passed with a 4-0 vote.

Alderperson Raasch moved to approve staff recommendation, seconded by Mayor Boyd.

Alderperson Ledvina asked about Phase Two. Mr. Thoresen stated he would need additional information from the City Administrator on the intention of a Phase Two. Alderperson Raasch asked if Phase Two was the next step after the communities and Council approved the feasibility study conceptual plan. Mr. Thoresen explained the process moving forward after the Board of Public Works meeting. Alderperson Hansen expressed concerns about moving forward with the proposed combination compost facility.

The motion failed due to a lack of majority with a 2-2 vote with Alderpersons Hansen and Ledvina voting no.

RESULT:	DEFEATED [2 TO 2]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dean Raasch
NAYS:	Jonathon Hansen, Shana Defnet Ledvina
EXCUSED:	Dan Carpenter

5. Consideration and possible action on approval of the State/Municipal Finance Agreement with Wisconsin Department of Transportation for STH 32 Intersections*

Alderperson Hansen moved to approve entering into a State/Municipal Finance Agreement with Wisconsin Department of Transportation for Hwy 32 Intersection upgrades, seconded by Alderperson Raasch.

Alderperson Hansen asked if the new signals would be impacted if STH 32/Main Avenue was reconstructed. Scott Thoresen, Public Works Director, explained they would likely be removed, relocated and/or reused. Alderperson Hansen asked if the signals and intersections would be altered or improved; for example, adding left turn signals similar

to Main Ave at Eighth Street. Eric Rakers, City Engineer, explained the locations being upgraded did not have the same traffic situations as those that exist at Eighth Street.

The motion passed with a 4-0 vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

6. Consideration and possible action on Request for Proposals for 2022 De Pere Signal Upgrades*

Alderperson Ledvina moved to approve the request for proposal from JT Engineering in the amount of \$72,300 for 2022 signal upgrades, seconded by Mayor Boyd. The motion passed with a 4-0 vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

7. Consideration and possible action regarding Alderperson Hansen's request to review Gap Sidewalk Policy*

Alderperson Hansen explained his request for changes to the Gap Sidewalk Policy. Eric Rakers, City Engineer, explained the history of the policy and concerns staff would have about using both sides of the street to determine the percentage.

Alderperson Hansen moved to approve changing the Gap Sidewalk Policy from 80% to 75% per side of the street, seconded by Alderperson Ledvina.

Alderperson Raasch expressed concerns about making the proposed change and explained why developers do not install the sidewalk before construction. Mr. Rakers agreed and further explained the developer's situation.

The motion failed due to lack of majority with a 2-2 vote with Mayor Boyd and Alderperson Raasch voting no.

RESULT:	DEFEATED [2 TO 2]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Jonathon Hansen, Shana Defnet Ledvina
NAYS:	James Boyd, Dean Raasch
EXCUSED:	Dan Carpenter

8. Consideration and possible action on Developing Speed Bump Policy*

Scott Thoresen, Public Works Director, outlined the request for developing a speed bump policy and past requests from residents to have speed bumps installed.

Alderson Raasch moved to deny the development of a speed bump policy, seconded by Mayor Boyd.

Alderson Hansen expressed interest in allowing staff to develop a speed bump policy. Alderson Ledvina questioned the original request. Alderson Raasch explained it came to him and he asked staff about potentially having a policy for speed bump installation and staff explained their position against installing speed bumps in the city. Eric Rakers, City Engineer, offered alternative pedestrian-promoting options and performing a speed study on the street in question. Mayor Boyd echoed staff's concerns. Mr. Thoresen outlined the cost of installing a speed bump.

The motion passed with a 4-0 vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

9. Consideration and possible action on City Engineer Parking and Traffic Recommendations*

Eric Rakers, City Engineer, outlined the parking and traffic recommendations. Item 1 was to install a ladder style crosswalk on Broadway at Bomier, with a reconfiguration to be budgeted in 2022. Alderson Ledvina asked how the ladder style was different than a regular painted crosswalk. Mr. Rakers explained it was used on busier streets to emphasize the crosswalk with the multiple lines as if the pedestrian is climbing a ladder. Alderson Hansen stated his support for the proposed changes. Item 2 was to install a crosswalk on Ryan Road at Melcorn Circle. Mr. Rakers emphasized staff will be working on and later presenting a crosswalk policy for installations near schools. Item 3 was to modify Tenth Street north of Main Avenue to improve traffic conditions entering Starbucks by installing a two way left turn lane (TWTL) and restrict parking on the west side. Alderson Raasch expressed his concerns about traffic flow at the intersection.

Alderson Raasch moved to approve the City Engineer Parking and Traffic Recommendations, seconded by Alderson Hansen. The motion passed with a 4-0 vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	James Boyd, Jonathon Hansen, Shana Defnet Ledvina, Dean Raasch
EXCUSED:	Dan Carpenter

10. Discuss City Engineer Recommendations for No-Action Parking & Traffic Discussion Items

Eric Rakers, City Engineer, outlined a request to restrict parking on Erie Street near Optimist Park. Mr. Rakers explained staff's reluctance to make changes including the evidence that having parking on both sides has a traffic calming effect, restricting parking

will only cause the cars to park elsewhere on surrounding streets, and the accident history does not demonstrate an issue during large events.

Aldersperson Hansen explained the concerns raised by the requestor including whether there was substantial space for two cars to pass each other while vehicles were parked on both sides. Mr. Rakers stated when staff was out checking the location on a Saturday, they had a trailer on their vehicle and were able to meet and pass oncoming vehicles. Aldersperson Hansen mentioned residents having concerns about parking too close to driveways. Scott Thoresen, Public Works Director, stated vehicles need to be four feet from the edge of the driveway when parked. Mayor Boyd asked if staff could paint the driveway curbs yellow, similar to Chicago Street. Mr. Rakers stated staff has been minimizing that practice as it makes a considerable amount of time.

RESULT:	DISCUSSED
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IV. Future Agenda Items

Aldersperson Ledvina asked staff to research alternative yard waste site locations.

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 9:47 PM, seconded by Aldersperson Ledvina. Motion passed with a 4-0 vote.

***Items with an asterisk require City Council approval.**

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, Monday, July 12, 2021 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
JT Engineering, Inc.
Claudia Z. Elsner

TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Sean J. Gehin

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.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of and Possible Action on a Request for Approval to have Prepared a Transportation Plat and Retain an Appraiser to Acquire Under Eminent Domain Property Necessary to Construct Public Parking Facilities in and Adjacent to the Public Alley Located Between Reid Street and Main Avenue and 4th and 5th Streets*

ATTACHMENTS:

- Mayor-BPW Parking Facility Easement Eminent Domain Request 8-9-21 (PDF)
- Legal Reid Main Alley Map (PDF)

MEMORANDUM

TO: Mayor James G. Boyd, Chair
Board of Public Works Members
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: August 9, 2021 (meeting date)

RE: Request for Approval to have Prepared a Transportation Plat and Retain an Appraiser to Acquire Under Eminent Domain the Real Property Necessary to Construct Public Parking Facilities in and Adjacent to the Public Alley Located Between Reid Street and Main Avenue and 4th and 5th Streets

As you will recall, the Council approved a Redevelopment Agreement with De Pere Hotel Group LLC in October 2020 for the construction of a Cobblestone Hotel on the corner of Main Avenue and 5th Street. Part of that Agreement requires the City to construct public parking facilities in and adjacent to the public alley located between Main Avenue and Reid Street and 4th and 5th Streets. Since the design of the parking facility necessitates city acquisition of private property interests from the properties along Main Avenue, City staff has worked with them in designing the parking facility to accommodate their needs, including dedicating reserved parking spaces in the new proposed parking facility to those parcels with residential accommodations to assure their parking needs were met. Attached is a map showing the proposed parking facility improvements.

Over the past several months, staff has met with the affected property owners to obtain signed Easement Agreements to keep the project on track. Unfortunately, with the exception of three (3) property owners, the majority of property owners are not communicating with city staff that they are still in agreement with granting the city an easement to construct the proposed parking facility.

Therefore, in order to keep this project moving along to meet the obligations in the Agreement to construct this parking facility, staff believes it is necessary to request approval to allow staff to put in place the actions necessary for the Common Council to exercise eminent domain to acquire the necessary property rights to construct the parking facility.

Eminent domain proceedings are formally started with Council approve a Relocation Order which must identify the property to be acquired and be recorded with the County Register of Deeds Office. With transportation related projects, the property interests to be acquired are typically identified in a Transportation Project Plat, which is recorded with the Relocation Order. Robert E. Lee & Associates, under its general consultant contract with the City, can perform the

task of providing the Transportation Plat. Once the Transportation Plat is completed, the Relocation Order (with the Plat attached) will be brought to the Common Council for approval.

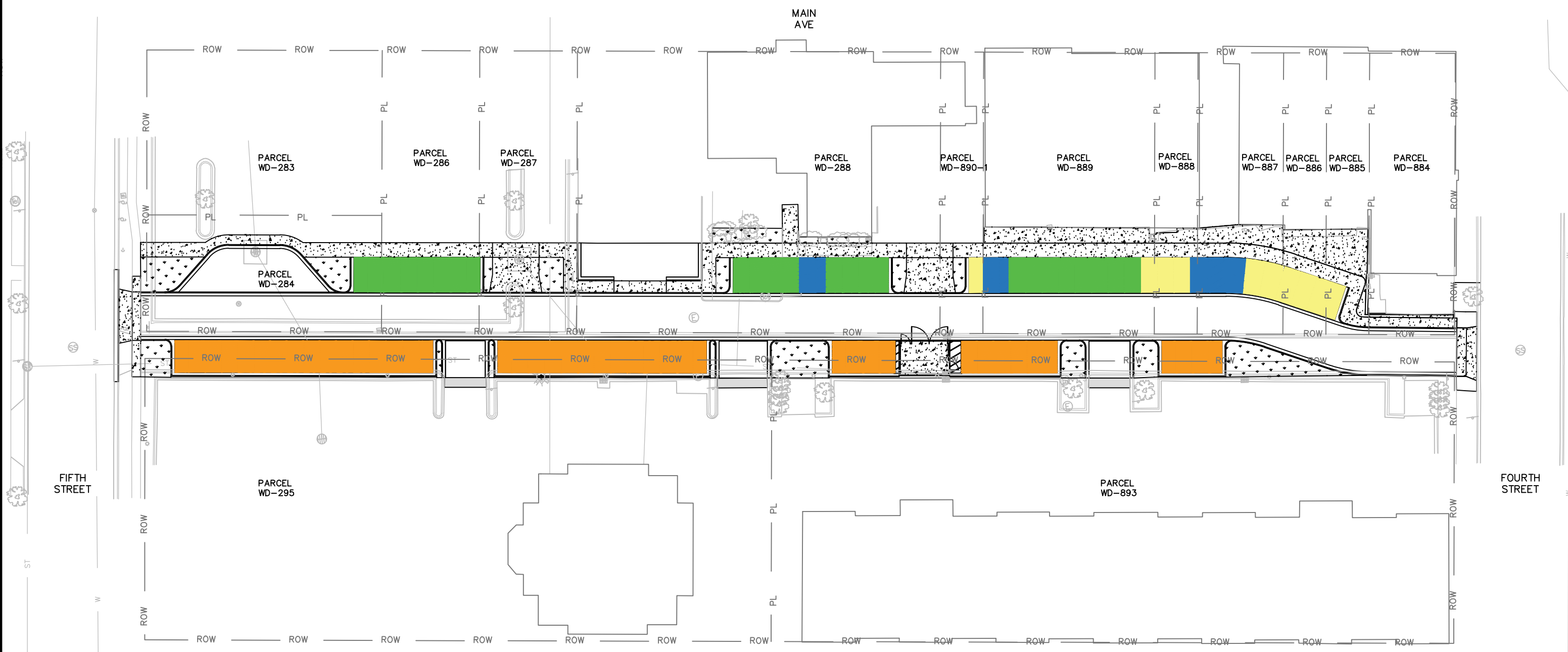
Another eminent domain requirement for acquisition of property is the need to obtain appraisals to determine the fair market value for each property interest being acquired. In conjunction with the installation of sidewalk on Lawrence Drive (south of Scheuring Rd.) in 2014/2015, bids for this work ranged from \$550 to \$1150.00 per parcel. Although technically 11 parcels are involved in the parking facility project, the three (3) parcels belonging to The De Pere Hotel Group LLC, and probably at least three (3) other parcels will not be included in the appraisal process due to their agreement to move ahead voluntarily. Therefore, the likely number of parcels for the appraisal process is five (5).

Given the time sensitive nature of this project, the law department is requesting that the Board recommend to the Council approval of the following:

1. preparation of a Relocation Order to acquire the necessary property interests involved in construction of the parking facility improvements for the public alley located between Man Avenue and Reid Street and 4th and 5th Streets; and
2. the law department issuing a request for proposals for the necessary property appraisal work prior to the approval of the Relocation Order;
3. authorizing the Mayor and City Clerk to execute a standard City Consultant Agreement with the appraisal firm with the lowest responsive proposal.

I plan on being in attendance at the Board meeting on August 9, 2021. If you have any questions ahead of that meeting, please feel free to call me at 339-4042.

Exhibit A



PARKING LEGEND

- PUBLIC PARKING - 3 HOUR LIMIT
- PUBLIC PARKING - UNRESTRICTED PARKING
- PUBLIC PARKING - LOADING/ADA ACCESSIBLE
- PRIVATE PARKING (SEE EXHIBIT B)

NOTE:
THE CITY RESERVES THE RIGHT TO CHANGE
THE RESTRICTIONS ON THE PUBLIC PARKING.



CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**MAIN AND REID ALLEY
FIFTH STREET TO FOURTH STREET
EXHIBIT "A" PARKING SPACE DESIGNATIONS**

	BY	DATE	REVISIONS / ISSUES				EXHIBIT
			NO.	DATE	BY	REMARKS	
SURVEYED	SRL	03-2020					
DRAWN	SRL	04-2021					
DESIGNED	SRL	04-2021					
CHECKED	EPR	04-2021					

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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Definitely De Pere's Revised Request for Garbage & Recycle Receptacle Proposal Utilizing Excess Stadium Tax Funds*

Definitely De Pere is requesting the City consider utilizing \$22,815 of the remaining streetscape funds from the Excess Stadium Tax to purchase and place garbage/recycle receptacles throughout the downtown. (See attached proposal)

Staff recommends approving the request.

ATTACHMENTS:

- Revised Garbage & Recycle Receptacle Project Proposal 8-5-2021 (PDF)

Proposed Downtown Garbage/Recycling Receptacle Upgrade

Submitted by: *Definitely De Pere*

Funding Request: *\$22,815 Streetscape Excess Stadium Tax*

Garbage/Recycling Receptacle Proposal Follow up Summary

Definitely De Pere is proposing to upgrade garbage receptacles throughout downtown with a design that combines garbage and recycling in one container. Definitely De Pere will work closely with the Department of Public Works on the implementation of the project including placement, design, installation, etc.

At the July 12, 2021 BOPW meeting, the Board expressed concern that too many receptacles were shown on the concept plan that was proposed. They felt that with more receptacles being shown than the existing number today would generate an increased cost for annual maintenance. The item review was delayed until the August 9, 2021 meeting to allow for revisions and additional information.

Number of garbage/recycling receptacles – existing today and proposed

- The number of receptacles in downtown today (including City Hall) is 28.
- The number of receptacles proposed in July's proposal was 38.
- The revised/updated number of receptacles proposed is 29.

This breaks down as follows:

- 10 new garbage/recycling receptacle locations.
- 15 existing locations being replaced with new garbage/recycling receptacles (this includes 7 locations along Grant St (many near existing benches) and 2 locations at City Hall that weren't on the July plan).
- 4 locations in the Mayor Michael J Walsh Plaza that are new and will remain.

The Map

Note: For the purpose of better understanding potential garbage/recycling receptacle needs, buildings highlighted in blue identify businesses that may be more likely to have carryout that is consumed while on a sidewalk. This includes coffee/drink shops and certain dining, but does not include bars and convenience stores.

- The yellow dots identify new garbage/recycling receptacle locations that did not exist before.
- The orange dots identify existing locations that will be replaced with new matching garbage/recycling receptacles.
- The green dots identify existing new garbage/recycling receptacles that will remain in the Michael J Walsh Plaza.
- An X identifies existing locations that will be removed and not replaced.

The minimum amount needed

- The proposed locations for the 29 existing and new garbage/recycling receptacles is based on where businesses are located today, as well as the location of easily accessible seating areas and street intersections.
- The change and/or addition of new businesses in the future will likely generate a need to relocate and/or add additional garbage/recycling receptacles.
- The unknown “next phases” are no longer predicted on the updated map for minimum amount needed.

Garbage/recycling receptacle design and cost

- The garbage/recycling receptacle design being considered is attached.
- The design was selected to reflect existing streetscape such as planters and pavement, in addition to providing a receptacle that allows for both garbage and recycling in one container verses two separate containers.
- The cost of each is: \$798
- The model has (2) 8” recycling logos on opposing sides. The cost to replace those with the City logo is \$110 each plus a one time set up fee of \$115.
- Total approximate cost for 25 new garbage/recycling receptacles including logo is \$22,815.

Increased maintenance cost

- The design proposes 1 more garbage/recycling receptacle than exists today.
- The increased annual cost for one additional garbage can is approximately \$50 weekly.

Project Budget and Payment Process

Project Budget: \$22,815 - includes estimated cost and delivery of 25 new garbage/recycling receptacles.

Excess Stadium Tax revenue will fund this project. Payments are proposed to be made directly by the City of De Pere to the vendor.

Requested BOPW Approvals

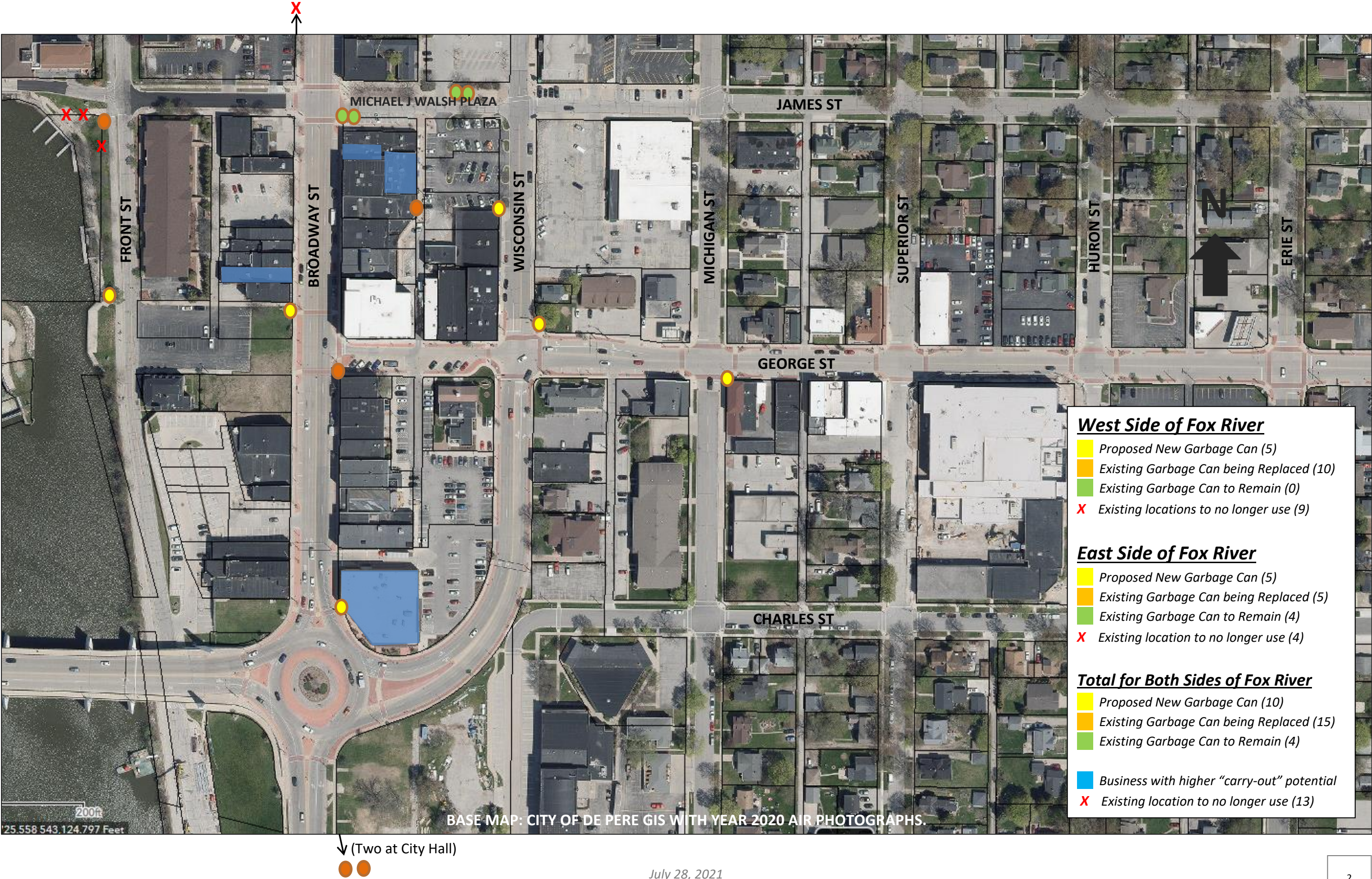
1. We are requesting approval of the project.
2. We are requesting approval of a project budget of \$22,815.

PROPOSED DOWNTOWN DE PERE GARBAGE CAN LOCATIONS



July 28, 2021

PROPOSED DOWNTOWN DE PERE GARBAGE CAN LOCATIONS





- Size:** 29" Dia x 41 1/4" H
- Weight:** 960 lbs.
- Capacity:** 24 Gallons per liner
- Material:** Reinforced Concrete Plastic
- Reinforcing:** 1/4" & 3/8" Dia Steel Rebar
- Parts:** (1) Plastic Lid
(1) Concrete Base
(2) Polyethylene Liner
(1) Security Cable
(4) Elevator Bolts

Concrete Finish Options

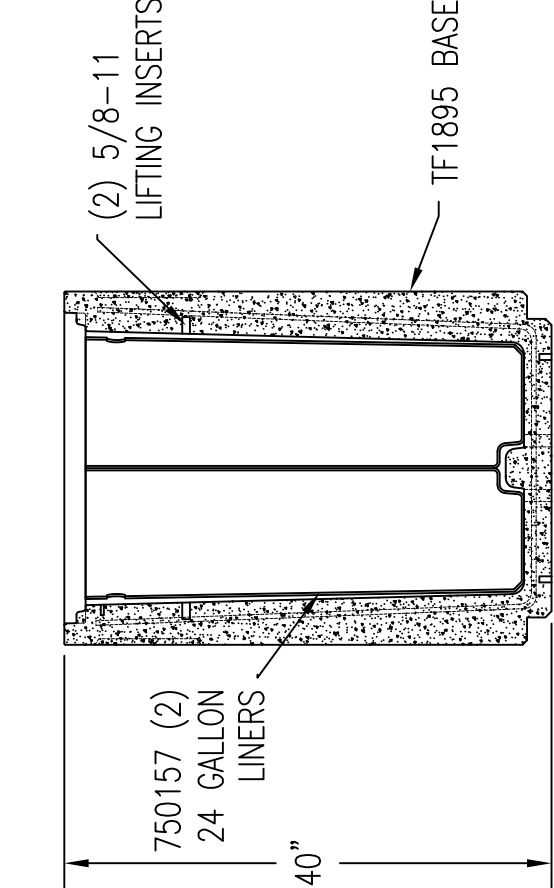
- Standard Color Palette

Plastic Finish Options

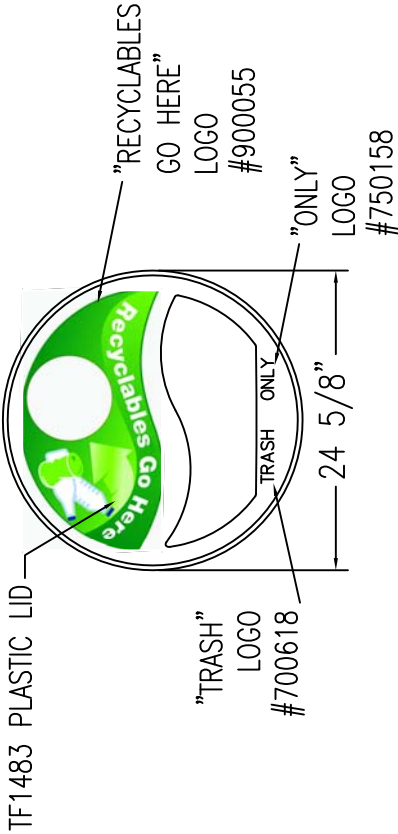
- Standard Color Palette

- Logo Options:** (2) Recycle Arrows 8" dia
(1) Recyclables Go Here
(1) Trash
(1) Only

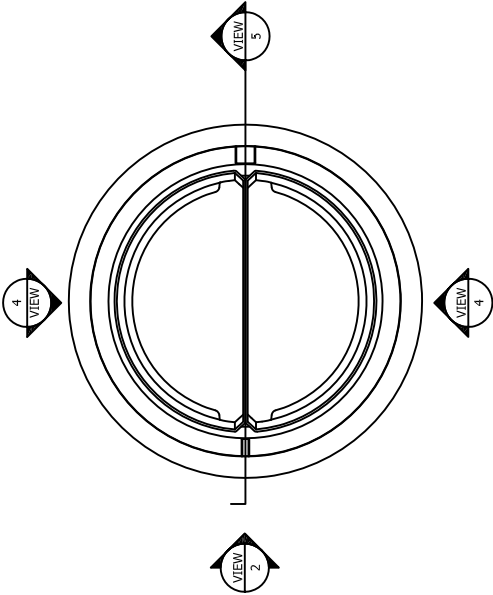
NOTE: LIFTING
INSERTS ONLY TO BE
USED WHEN WASTE
CONTAINER IS EMPTY



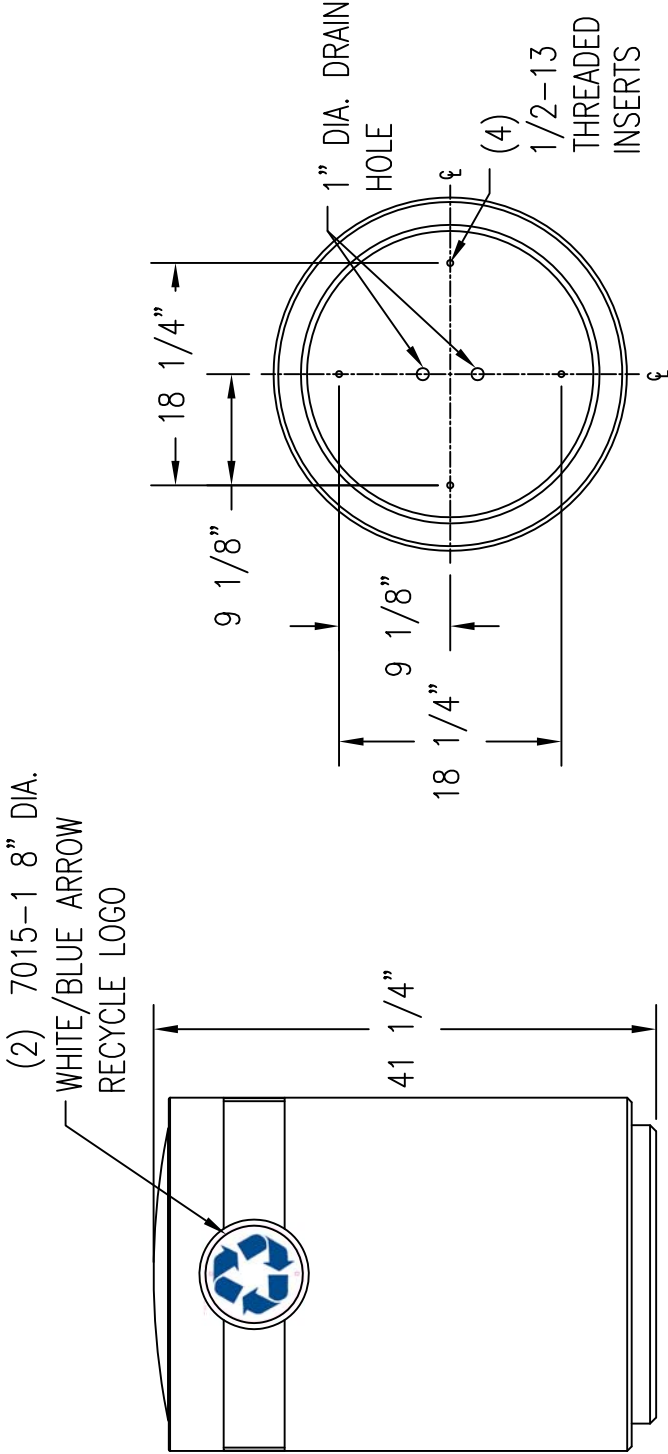
5 SECTION VIEW
Scale: 1/16" = 1"



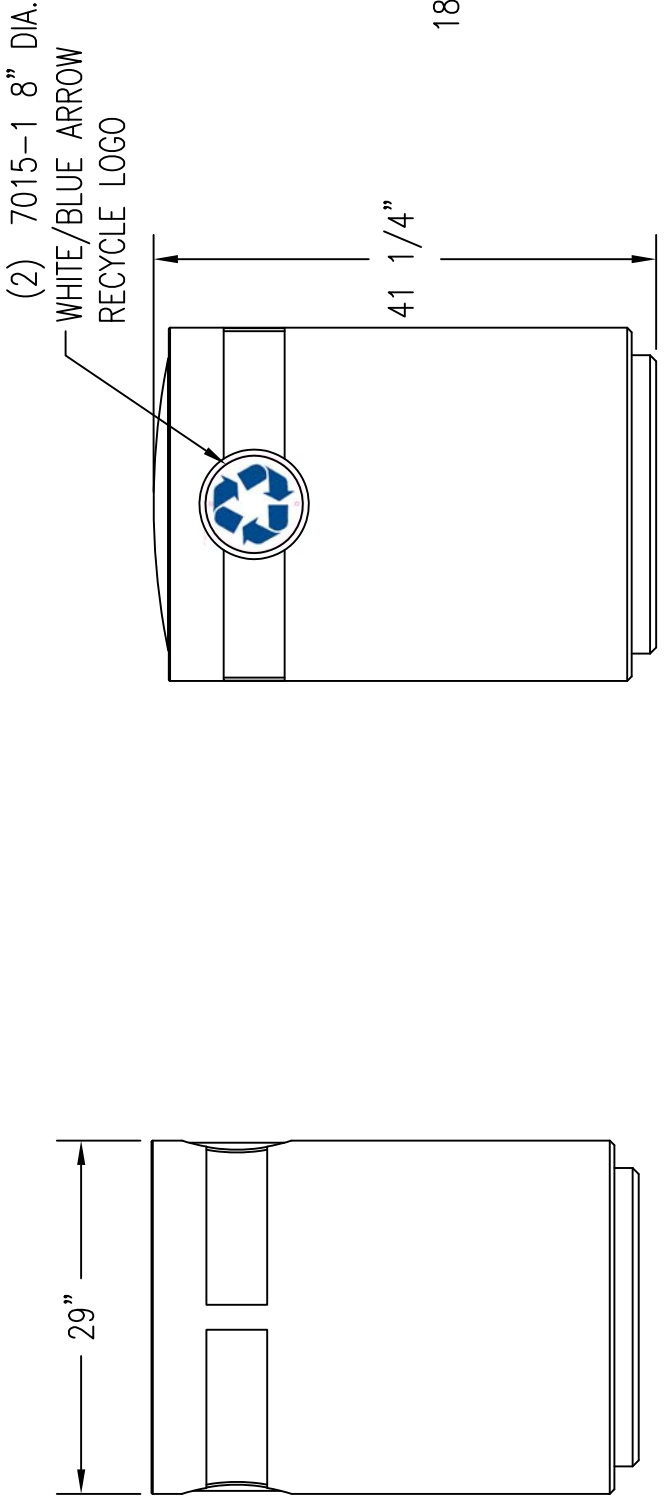
3 TOP VIEW OF LID TF1483
Scale: 1/16" = 1"



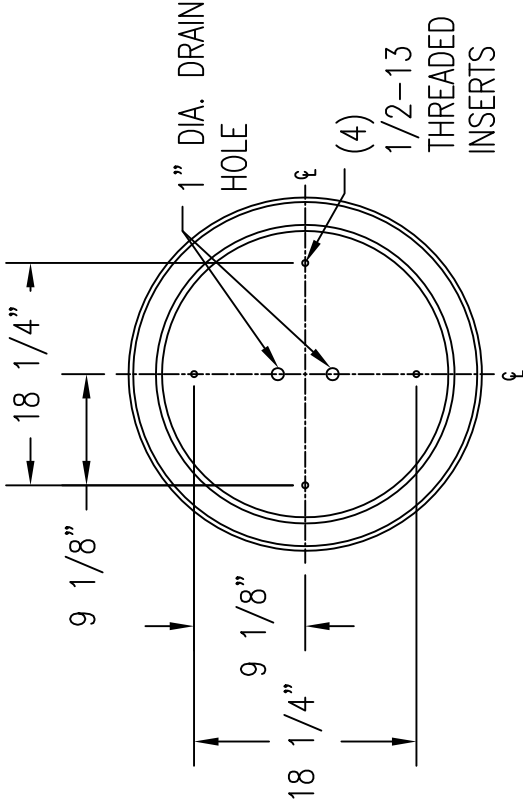
1 TOP VIEW
Scale: 1/16" = 1"



4 FRONT & BACK ELEVATION
Scale: 1/16" = 1"

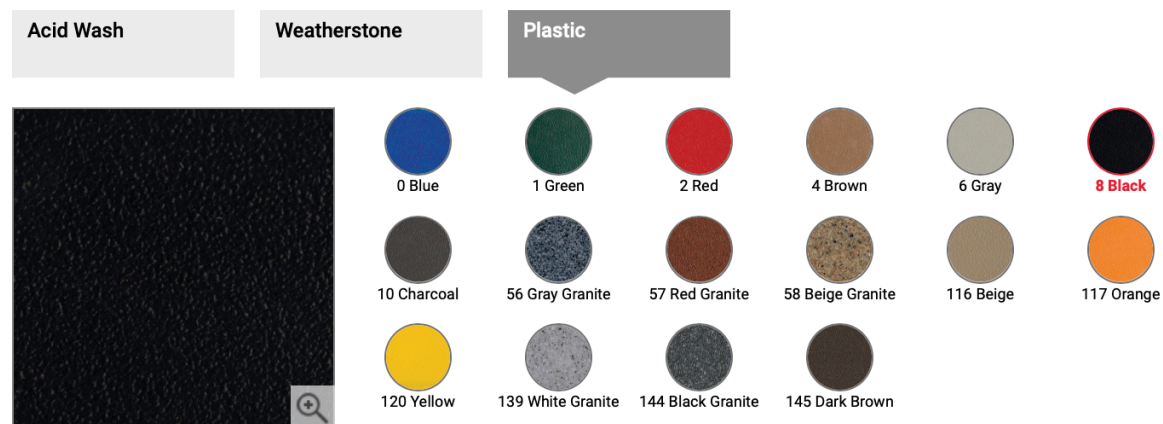
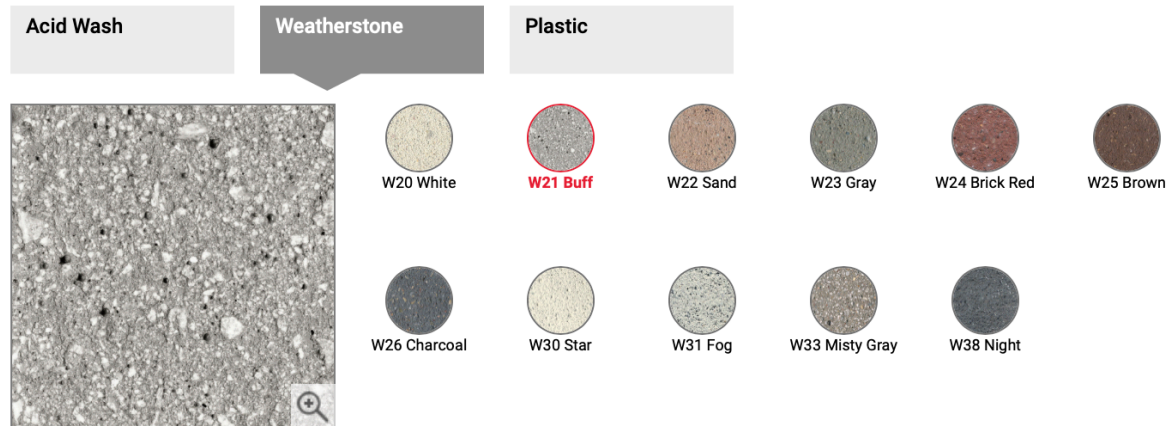


2 SIDE ELEVATION
Scale: 1/16" = 1"



6 BOTTOM VIEW
Scale: 1/16" = 1"

Concrete Receptacle and Plastic Cover Colors





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Grant and Allard Street Signal Update

ATTACHMENTS:

- 2021 0809 CI_BOPW_Grant and Allard Signal Update (PDF)
- Westwood Traffic Memo_Grant St (PDF)
- OVERALL EXHIBIT (PDF)
- West De Pere High School TIA TADI pages (PDF)
- Grant Street (CTH EE) Planning 7.28.2021 (PDF)

CITY OF DE PERE

MEMO



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

From: Eric P. Rakers, P.E., City Engineer

Date: August 9, 2021

RE: **Grant and Allard Street Signal Update**

Alderperson Raasch requested an update to the Grant and Allard Street signal project. The City hired a consultant, Westwood, for the design of the signals earlier this year. During the preliminary stage of review and design it was determined that there might be some challenges in meeting the summer construction schedule when school was out of session due to significant lead times in signal equipment. With this and based on discussion below, staff has postponed the project to gather additional information and review the project with Brown County in more detail.

BACKGROUND INFORMATION

The West De Pere School District completed a large expansion at the high school (665 Grant Street). As part of the site plan process, a Traffic Impact Analysis (TIA) was completed by Traffic Analysis & Design, Inc. (TADI). This TIA focused on the increase in traffic related to the West De Pere School District expansions at the high school, middle school, and elementary school. The report included several recommendations, including three specifically for Grant Street in the City with those being:

Grant Street intersection with Apollo Way

- Reconstruct north leg of intersection to remove access from Apollo Way to Grant Street.

Grant Street intersection with Allard Street

- Provide a fully actuated traffic signal control.
- Provide a dedicated left-turn lane and a dedicated through lane on the west approach.

Grant Street intersection with West High School Driveway

- Consider providing a high visibility cross walk (pavement marking) and a Rectangular Rapid Flashing Beacon (RRFB) on Grant Street, immediately west of the high school driveway with advanced yield lines with "Yield Here to Pedestrian" signs on the east and west approaches.

The crosswalk and RRFB work has been completed.

The intersection improvements at Apollo Way and Allard Street have not been made.

PRELIMINARY SIGNAL DESIGN

Earlier this year the City hired Westwood to design the traffic signals at Grant and Allard Street. As part of their review and design Westwood completed a Traffic Analysis Memo for the proposed signal at Grant and Allard Street intersection. Whereas the TADI TIA focused on the additional traffic generated from the various school expansions on streets around the high school and middle school, the Westwood

memo included traffic projections from the region and focused specifically at the intersection of Grant and Allard Street.

The purpose of the Westwood Memo is to analyze how the intersection will function over the life of the signals. The review used a 2.5% annual growth rate in traffic and reviewed the Grant and Allard Street intersection movements in 2036 and 2041. A copy of the memo has been attached. Of concern to staff is the year 2041 queue length. The queue length is a measurement of the length traffic will back up in a given traffic signal cycle. For eastbound traffic on Grant Street traffic is anticipated to back up 957.5 feet. This back up occurs in the morning peak hour. To put this in perspective, Suburban Drive is approximately 800 feet from the proposed signal at Allard. Granted this queue length will only occur for a short period of time in the morning.

BROWN COUNTY DISCUSSION

Currently there are roundabouts at Grant Street and Lawrence Drive, and Grant and Ninth Street. In addition to these Brown County is proposing a new roundabout at Grant Street and Mid Valley Drive. While these roundabouts move traffic very efficiently along Grant Street, the result is very few gaps in traffic for vehicles turning onto Grant Street from intersections in the City. One of the biggest complaints City staff receives is the challenges to turn left from northbound Suburban onto westbound Grant Street in the morning.

Staff has had several discussions with Brown County on the issues with the corridor due to the steady flow of traffic on Grant Street and impacts to the City streets. Staff has reviewed the construction of traffic circles at Grant and Suburban Drive and Grant and Allard Street. Traffic circles are a new practice that is starting to be used in Wisconsin. Traffic circles function similar to roundabouts but are smaller to fit in urban areas. Brown County will not allow traffic circles at this time as it is a new, untested traffic management technique. It should be noted that traffic circles will result in long queue lengths along Grant Street, similar to what occurs at the roundabouts now. One of the benefits to the traffic circle at Suburban Drive is that westbound traffic on Grant Street turning south onto Suburban Drive will create gaps for northbound Suburban traffic turning onto westbound Grant Street.

Staff met with Brown County on July 27th to discuss the Grant Street corridor and long term planning. Brown County has Grant Street scheduled for pavement milling in street resurfacing in 2026. This will extend the life of the pavement another 15 years at which point Grant Street will be reconstructed (approximately 2040). When reconstructed, the County will re-evaluate traffic along the corridor which may result in intersection modifications, additional lanes, etc. to address the long queue lengths identified in the Westwood Memo. A letter from Brown County has been attached.

Brown County agrees with the installation of the signals at Allard Street and closure of Apollo Way in the interim to address traffic in the near term per the TADI TIA. Staff is planning to make these improvements in 2022. We will be reaching out to impacted property owners during the design to evaluate driveway impacts and potentially provide turnarounds in their driveways.

Attachments:

Location Map

TADI TIA (Partial – Cover Sheet, Pages 4, 5, 6)

Westwood Memo

Brown County Letter dated July 28, 2021

Traffic Analysis Memo

Grant Street (CTH EE) and Allard Street Intersection

Westwood Project # R3001130

Date: January 27, 2021

Project Description

This project will install a traffic signal at the intersection of Grant Street and Allard Street within the City of De Pere near the West De Pere High School. In addition, a dedicated eastbound left turn lane will be added.

Traffic Data

Historical traffic data from the WisDOT Traffic Count Map was reviewed. The growth rates from 2012-2018 for three count locations along Grant Street in vicinity of the project were compared. The average growth rate for the three locations was 2.33%.

Growth rate for the traffic count location nearest Allard Street was 2.34%. The range of growth rates from 2012 to 2015 to 2018 at that location was 1.77% to 2.91%. As a result, a growth rate of 2.5% was used to determine 2021 and 2041 traffic volumes.

Turning movement counts and future traffic was provided in the West De Pere High School Expansion Traffic Impact Analysis prepared by TADI and dated June 28, 2019. The school district prefers Access Option 2C, which included removal of the Apollo Way intersection at Grant Street and a new full access along Helena Street. The report stated that the alternative was calculated by adding the following:

- Existing Traffic Volumes (Exhibit 3-2)
- Intermediate School Expansion Trips (Exhibit 4-5B)
- High School Expansion Trips New Southern Access (Exhibit 4-5C)
- Redistributed Trips New Southern Access (Exhibit 4-5F)
- Redistributed Trips Apollo Way Removed (Exhibit 4-5J)

Exhibit 4-11E was to be the summary of these exhibits, however, it appears that additional traffic from Exhibit 4-5G and 4-5H were included in the summary, which reduced the number of trips at the intersection of Grant St and Allard St.

Turning Movement Traffic Data

To determine turning movement counts in 2036 and 2041, the existing traffic volumes were projected at a growth rate of 2.5%, then the redistributed trips were added (Exhibits 4-5F, and J) as described in the TIA report.

This scenario accounts for the school expansion by an increase in the background traffic and accommodates the redistributed traffic from the closure of Apollo Way and the addition of a new southern access.

Truck percentages for the AM and PM peak hours from the existing traffic counts were utilized.

Traffic Capacity Parameters

PHF for the am and pm peak hours from the existing traffic counts were utilized.

Parameter	Value
PHF (AM Peak)	0.67
PHF (PM Peak)	0.83

Per TEOpS 16-15-5.2.1.4, a growth factor of 0.62 was applied to the Southbound right turn lane to adjust for RTOR.

Yellow clearance time = 3 secs per TEOpS 4-2-5 Rule of Thumb

All-Red clearance time = 2.5 sec based on a review of the following:

TEOpS 4-2-5 Table 3 for 25 mph and intersection width 84' = 2.8 sec

TEOpS 4-2-5 Table 3 for 30 mph and intersection width 84' = 2.4 sec

Pedestrian time was included in the signal timing since the intersection is near a school and will likely experience pedestrian usage during the peak hours.

Parameter	Grant St	Allard St
Walk Time	7 sec	7 sec
Pedestrian Clearance Time	12 sec	14 sec

Westwood

HCM Results

The following tables list the level of service for the intersection movements in 2036 and 2041.

CAPACITY/LOS ANALYSIS HCM 6th Edition

Intersection	Traffic Control	Peak Hour	Delay (Sec) and Level of Service per Movement by Approach													
			Eastbound			Westbound			Northbound			Southbound				
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
Grant St & Allard St	Year 2036 Traffic Signal	AM	8.2 A	15.5 B	- -	- -	4.4 A			- -	- -	- -	28.5 C	- -	36.3 D	*
		PM	15.9 B	5.8 A	- -	- -	7.2 A			- -	- -	- -	20.0 C	- -	23.0 C	*
Grant St & Allard St	Year 2041 Traffic Signal	AM	10.0 A	28.4 C	- -	- -	4.9 A			- -	- -	- -	42.0 D	- -	54.1 D	**
		PM	18.1 B	5.5 A	- -	- -	7.0 A			- -	- -	- -	25.0 C	- -	30.6 C	*

Notes:

- indicates movement is not possible

* 90 SECOND CYCLE

** 120 SECOND CYCLE

A

B

C

D

E

F

Westwood

The following table shows the queue length for the intersection movements in 2036 and 2041.

QUEUE ANALYSIS HCM 6th Edition

Intersection	Traffic Control	Peak Hour	95% Queue (veh/ln) and 95% Queue (Ft) per Movement by Approach											
			Eastbound			Westbound			Northbound			Southbound		
			LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Grant St & Allard St	Year 2036 Traffic Signal	AM	2.9	18.7	-	-	4.3	-	-	-	-	1.5	-	5.6
			72.5	467.5	-	-	107.5	-	-	-	-	37.5	-	140.0
		PM	3.3	4.3	-	-	7.2	-	-	-	-	1.5	-	3.7
			82.5	107.5	-	-	180.0	-	-	-	-	37.5	-	92.5
Grant St & Allard St	Year 2041 Traffic Signal	AM	4.4	38.3	-	-	7.4	-	-	-	-	2.7	-	9.2
			110.0	957.5	-	-	185.0	-	-	-	-	67.5	-	230.0
		PM	4.3	5.5	-	-	8.7	-	-	-	-	2.2	-	5.2
			107.5	137.5	-	-	217.5	-	-	-	-	55.0	-	130.0

Notes:

- indicates movement is not possible

0 - 200 feet

201 - 300 feet

301 - 500 feet

> 500 feet

Discussion

As shown in the above tables, the queue length for the eastbound through movement exceeds 467 feet in the AM Peak hour in 2036 and exceeds 957 feet in the AM Peak hour in 2041.

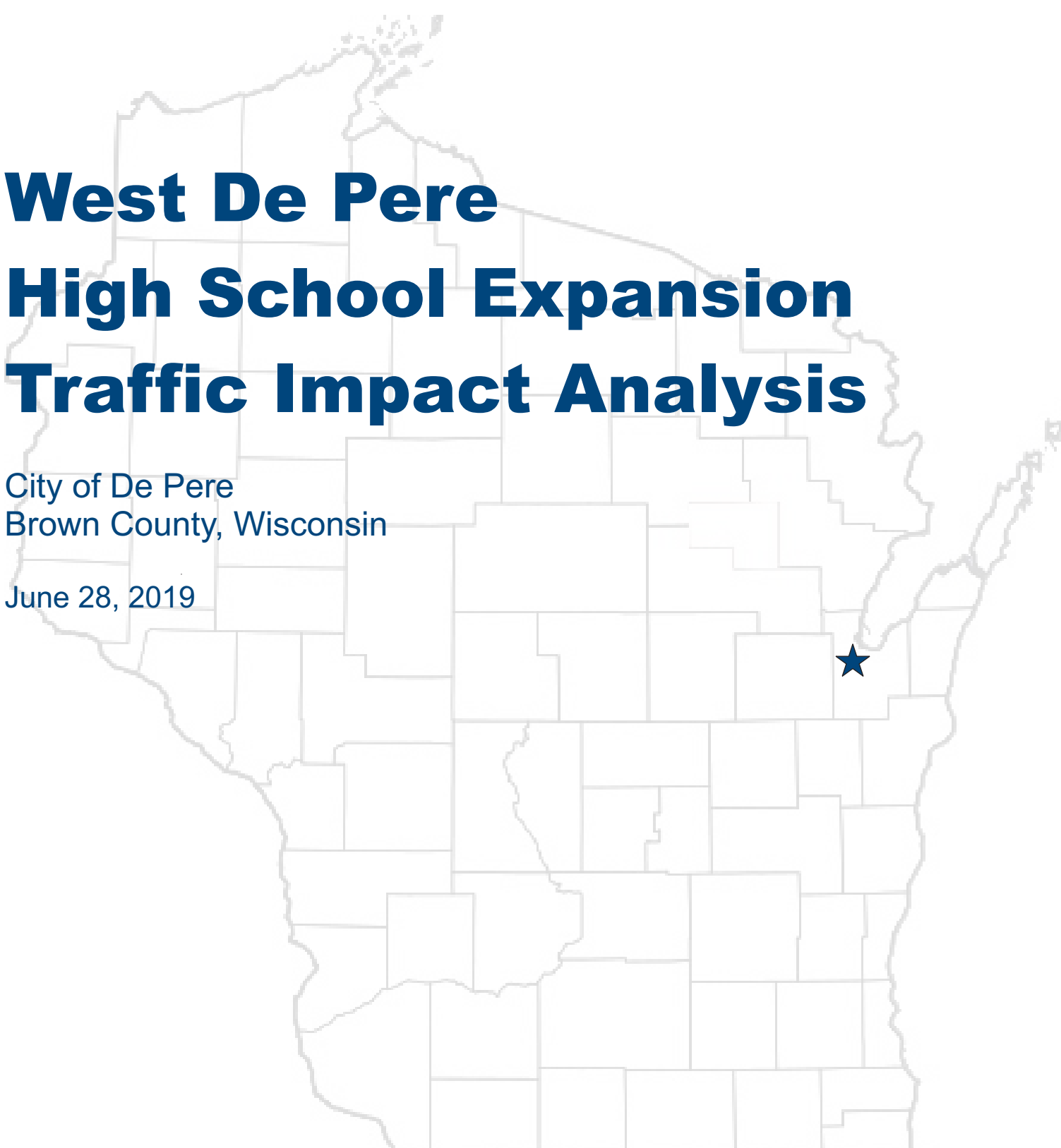
In addition, it should be noted that in order to achieve an acceptable Level of Service (LOS D or better) for all movements in the AM Peak hour in 2041, a 120 second cycle length was required.



ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

PROJECT:
 2021 GRANT STREET
 IMPROVEMENTS

DATE: 1/28/2021
 BY: SRL
 CHECKED: EPR



West De Pere High School Expansion Traffic Impact Analysis

City of De Pere
Brown County, Wisconsin

June 28, 2019



a typical weekday evening peak hour, the proposed school expansion is expected to generate 195 additional trips (45 entering/150 exiting). On a typical weekday, the proposed school expansion is expected to generate approximately 1,010 additional trips (505 entering/505 exiting) under full build conditions. The expected growth at the high school is included in the on-site development traffic volumes.

B5. Off-Site Generated Traffic

It is noted that the trip generation rates as published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 10th Edition, 2017* for a high school land use were compared to the rates calculated from the existing traffic counts completed as part of this project as described in the previous section. As shown on the trip generation table included in the [appendix](#) of this report, the calculated rates are very similar to the actual rates. Therefore, the ITE rates in this school district seem to be consistent with the national averages.

Therefore, the traffic volumes expected to be generated by the proposed intermediate school are based on the trip rates for a middle school as published in the *ITE Trip Generation Manual, 10th Edition, 2017*. Trip rates were calculated based on the peak hour of generator instead of the peak hour of adjacent street traffic to account for the worst case school traffic conditions. The proposed intermediate school is expected to generate 240 new trips (130 entering/110 exiting) during a typical weekday morning peak hour. During a typical weekday afternoon peak hour, the proposed intermediate school is expected to generate 115 new trips (55 entering/60 exiting). On a typical weekday, the proposed intermediate school is expected to generate approximately 910 new trips (455 entering/455 exiting) under full build conditions. The expected growth for all non-high school traffic is included in the off-site development traffic volumes.

B6. Proposed Access

As shown in [Exhibit 1-2](#), two existing driveways currently provide access to the high school along Grant Street. A potential additional access along Butler Street and/or a potential additional access along Helena Street are also being considered as part of the expansion plans. The potential new access along Butler Street could be either a full access (entrance and exit) or an exit only access, with the access being gated during the other time periods of the day. The potential new connection to Helena Street would be constructed along the north side of Helena Street, immediately west of the Helena Street intersection (offset intersections) with South 7th Street with stop sign control proposed on the north and south legs of the intersection. This additional access is being investigated as either a full access, partial access (bus/staff only) or an emergency access.

B7. Existing Traffic – Recommended Modifications

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual (HCM), 6th Edition*. Intersection operation is defined by “level of service”. Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS ‘A’, to very poor, represented by LOS ‘F’. For the purpose of this study, LOS D or better was used to define acceptable peak hour operating conditions.

The existing traffic volumes do not include any school expansion plans. The analysis was conducted using existing intersection geometrics and traffic control. The following modifications, shown in [Exhibit 1-3](#), are recommended to accommodate the existing traffic volumes. *Modifications are for jurisdictional consideration and are not legally binding. Brown County and the City of De Pere reserve the right to determine alternative solutions.*

Grant Street intersection with Apollo Way

- Reconstruct north leg of intersection to remove access from Apollo Way to Grant Street.

Grant Street intersection with Allard Street

- Provide fully actuated traffic signal control.
- Provide a dedicated left-turn lane and a dedicated through lane on the west approach.

Traffic signals are expected to be warranted at the Allard Street intersection with the Apollo Way access removed at Grant Street based on a traffic signal warrant analysis completed as part of this project. However, operational deficiencies (LOS E) are expected to remain at the Grant Street intersections with Mid Valley Drive and with Suburban Drive under existing conditions as traffic signals are not warranted at those intersections based on the traffic signal warrant study completed as part of this study. These intersections should be monitored and traffic signal or roundabout control should be considered at these intersections if traffic volumes increase in the future to a level where traffic signal volume thresholds are met.

Except as noted, all other intersections are currently operating at LOS D or better during the weekday peak periods.

B8. Full Build Traffic – Recommended Modifications

Full build traffic volumes include the full build of the proposed high school expansion site as well as the modifications at the other school district schools. The following **additional** modifications, above and beyond the existing traffic recommended modifications, shown in [Exhibit 1-4](#), are recommended to accommodate the full build traffic volume conditions.

Modifications are for jurisdictional consideration and are not legally binding. Brown County and the City of De Pere reserve the right to determine alternative solutions.

Grant Street intersection with Mid Valley Drive

- Provide single lane roundabout control with single lane approaches on all four legs of the intersection.

Helena Street intersection with South 7th Street

- Provide a new access driveway to the high school site with a single inbound and a single exit lane along the north approach of the intersection.
- Provide stop sign control on the north approach of the intersection.
- Maintain stop sign control on the south approach of the intersection.

Grant Street intersection with West High School Driveway

- Consider providing a high visibility cross walk (pavement marking) and a Rectangular Rapid Flashing Beacon (RRFB) on Grant Street, immediately west of the high school driveway with advanced yield lines with “Yield Here to Pedestrian” signs on the east and west approaches of the intersection.

Several access options were analyzed as part of this study including no additional access points to the high school, providing a new southern access to the site along Helena Street and providing a new eastern access point to the site along Butler Street. The only access option that allowed all driveways to the high school to operate acceptably during both peak periods was Access Option 2C which included providing a new access to Helena Street that would be fully accessible to all users of the high school.

Regardless of the access option evaluated, additional traffic control is recommended at the Grant Street intersection with Mid Valley Drive under the full build traffic condition. Due to the presence of existing roundabouts along the corridor and immediately adjacent to the Mid Valley intersection, roundabout control is the recommended traffic control at this intersection. However, it is noted that traffic signal control is also a viable traffic control option for this intersection and will also provide acceptable operations.

With a baseball field and park located immediately north of the high school, providing a controlled pedestrian crossing of Grant Street is recommended. It is noted that 15 to 20 students were observed crossing Grant Street as part of the data collection for this project on a typical day in mid-November. With these volumes and the expected expansion at the high school, vehicle and pedestrian volumes at this crossing are expected to exceed the levels for installation of a RRFB.

Operational deficiencies (LOS F) are expected to remain at the Grant Street intersection with Suburban Drive during the weekday morning peak hour under full build traffic volume conditions. However, traffic signals are not expected to be warranted at this intersection based on the traffic signal warrant study completed as part of this study. This intersection should be monitored and traffic signal or roundabout control should be considered at this location if traffic volumes increase in the future to a level where traffic signal volume thresholds are met. It is expected that the higher delays during the morning peak hour are due to the presence of three schools located immediately to the south of the intersection and the surge in traffic as parents drop off their children in the morning. If delays become excessive at this intersection, it is expected that drivers will utilize other routes (i.e. South 9th Street) to avoid this intersection.

Except as noted, all other intersections are expected to operate at LOS D or better during the weekday peak periods under the full build traffic volume conditions with the modifications listed in this report.

B9. Conclusion

To accommodate the full build out of the proposed high school expansion along Grant Street recommended modifications are expected to be necessary to the transportation network. Except as noted, all movements at the study area intersections are expected to operate safely and efficiently with the modifications identified in this TIA with the proposed high school expansion site as well as the expansion of the other school district schools.

PUBLIC WORKS DEPARTMENT



2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.

DIRECTOR

TO: Scott Thoresen

FROM: Paul Fontecchio, P.E.

DATE: July 28, 2021

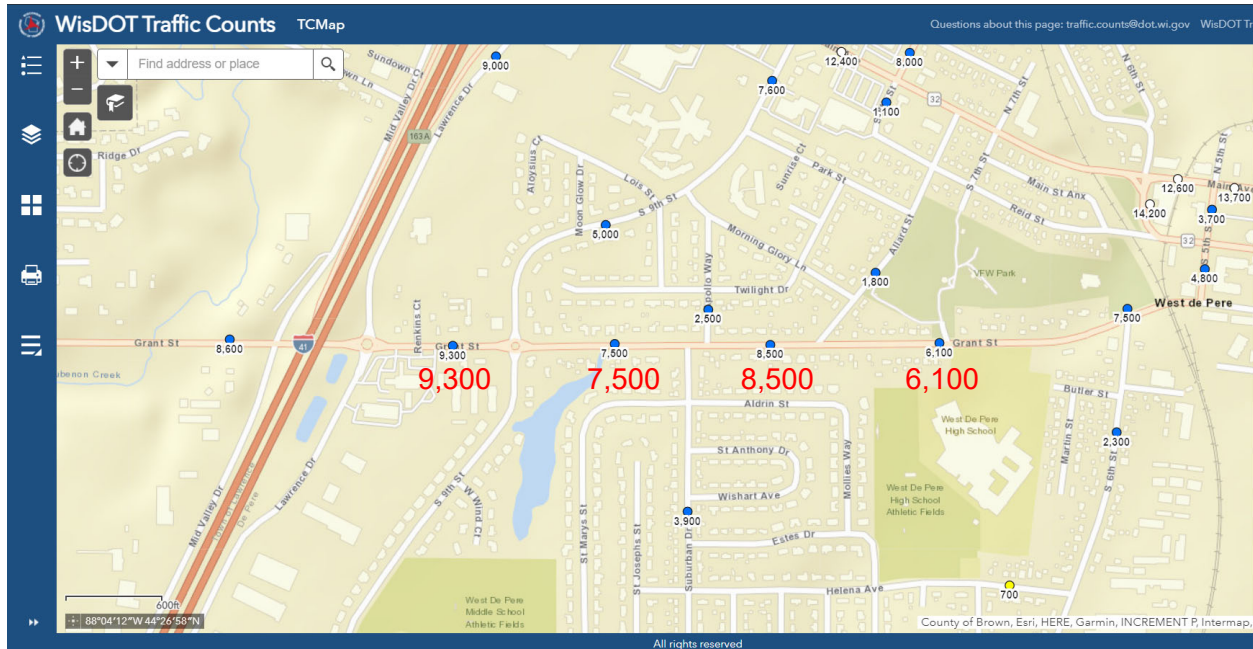
RE: Grant Street (CTH EE) Planning

Brown County understands the City of De Pere intends to disconnect Apollo Way from Grant street via a cul-de-sac and add traffic signals at Allard Road to better accommodate current and future traffic in this area. We also understand that depending on traffic growth there may be unacceptable backups on CTH EE at Allard Street in year 20 (2041).

Currently, the sections of CTH EE (Ninth Street to STH 32) range from pavement ratings of 4 to 7, with Suburban to 6th Streets having the worst ratings (4). The section from Suburban to 6th is scheduled for asphalt surface maintenance in 2026 in the Brown County 2022-2027 6-Year Capital Improvement Plan.

9	2021	05000	9 (2019)	75	2010	28	F	CTH EE	05024	Mid Valley Dr (1)	0		Unknown
9	2021	05000	9 (2019)	75	2010	39	F	CTH EE	05024	Mid Valley Dr (1)	264		Unknown
9	2021	05000	9 (2019)	75	2010	39	F	CTH EE		Unknown	0	05216	Lawrence Dr (1)
9	2021	05000	9 (2019)	75	2013	44	F	CTH EE		CTH EE (2) / Lawrence Dr (1)	0	05216	Renkins Ct
8	2021	05000	8 (2019)	75	2010	44	F	CTH EE	05216	Renkins Ct	0	05216	S Ninth St (2)
7	2021	05000	7 (2019)	75	2010	44	F	CTH EE	05216	S Ninth St (2)	0	05216	S Ninth St (1)
7	2021	05000	7 (2019)	75	2010	44	F	CTH EE		CTH EE (2) / S Ninth St (1)	0	05216	Suburban Dr (1)
4	2021	05000	4 (2019)	65	1985	44	F	CTH EE	05216	Suburban Dr (1)	0	05216	Apollo Way
4	2021	05000	4 (2019)	65	1985	44	F	CTH EE	05216	Apollo Way	0	05216	Allard St
4	2021	05000	4 (2019)	65	1985	44	F	CTH EE	05216	Allard St	0	05216	S Sixth St
6	2021	05000	6 (2019)	75	2001	35	F	CTH EE	05216	Allard St	1848	05216	S Sixth St
6	2021	05000	6 (2019)	75	2001	35	F	CTH EE	05216	S Sixth St	0	05216	Grant St
5	2021	05000	5 (2019)	65	1988	44	F	CTH EE	05216	Grant St	0		Reid St / STH 32
5	2021	05000	5 (2019)	65	1988	44	F	CTH EE		Reid St / STH 32	0		N Fifth St / STH 32
8	2021	05000	8 (2019)	75	2010	44	F	CTH EE (2)		CTH EE / CTH EE (1) / S Ninth	10	05216	S Ninth St (2)
8	2021	05000	8 (2019)	75	2010	44	F	CTH EE (2)		CTH EE / CTH EE (1) / Lawrence	0	05216	Lawrence Dr (2)

The current traffic volumes as reflected on the WisDOT website are:



With the expected traffic increases, Brown County Public Works anticipates a reconstruction level project will be needed around the time of the projected traffic problems between Suburban and the High School (2040). By that time, the 2026 surface maintenance will likely need attention as well. From a long-term planning perspective, Brown County and the City of De Pere should anticipate that this future reconstruction project will address the traffic needs at that time in terms of lane numbers, configuration, and intersection design. Until that time, Brown County Public Works agrees with the City of De Pere with the proposed traffic signal installation at Allard Street.

Please let us know if you have any questions regarding Grant Street.

Thank you,

Paul Fontecchio, P.E.
Brown County Public Works Director / Highway Commissioner



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider and Possible Action Regarding Contract Renewal for Commercial & Industrial Cross Connection Control Program*

Our contract with Hydrocorp for commercial and industrial cross connection control program has expired. Attached is the contract renewal submitted by Hydrocorp for consideration.

The City is required by the Wisconsin Administrative Code 810.15 to maintain a cross connection control program. Our commercial and industrial cross connection program started in 2008. The purpose of the cross connection program is to ensure that the City provides and protects the water distribution system for safe drinking water. The cross connection program will inspect private plumbing systems for commercial and industrial properties to make sure they cannot contaminate the City's water system. The cross connection program will continue to establish and administer guidelines for controlling cross connections and implementing means to ensure their enforcement so that the public drinking water will be protected both in the City's distribution mains as well as within private buildings.

Hydrocorp is also under contract with the City for ten (10) years performing our residential cross connection inspection program.

It is recommended that City renew our contract with Hydrocorp to continue to perform the cross connection program for commercial and industrial properties. The contract is for two (2) years in the amount of \$66,888. The funding for this program is budgeted in the 2021 water utility budget.

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

ATTACHMENTS:

- HydroCorp Commercial Cross Connection Inspection Proposal 8-4-2021 (PDF)
- HydroCorp Commercial Cross Connection Inspection Contract 8-4-2021 (PDF)

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

City of DePere

335 S Broadway
DePere, WI 54115

July 12th 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control /

Backflow Prevention

Water Meter Change Out & Installation
Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance /
Documentation



CORPORATE OFFICE
5700 CROOKS RD SUITE 100
TROY MI 48098
800.315.4305 TOLL FREE
262.264.6402 PHONE

PROJECT CONSULTANT: Craig Wolf
612-850-8939 CELL
cwolf@hydrocorpinc.com EMAIL



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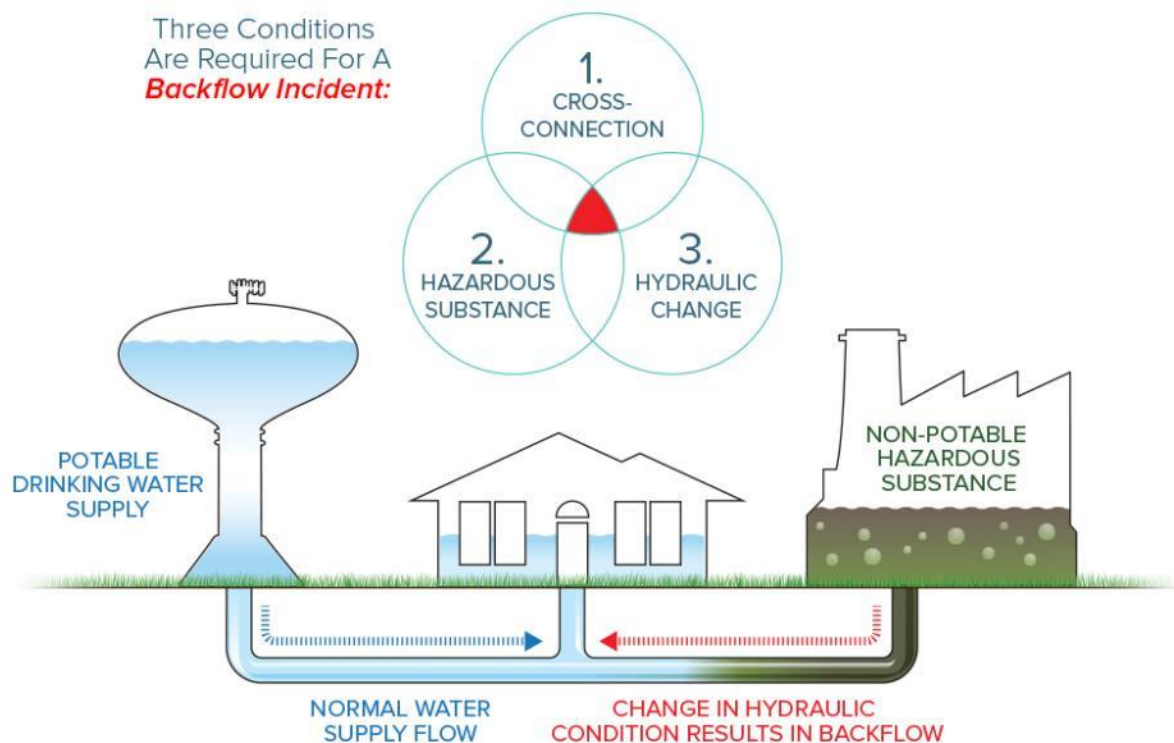
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1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

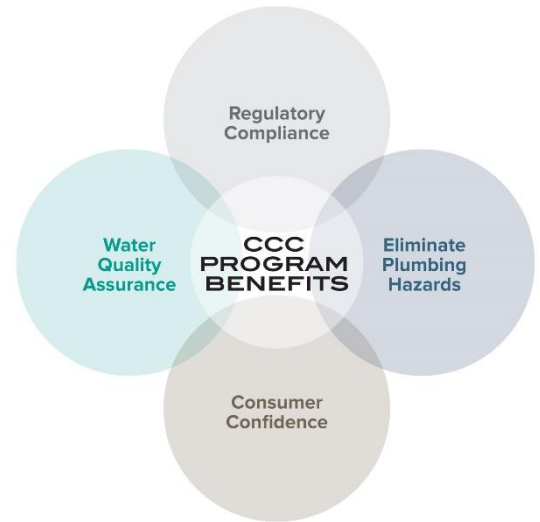


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

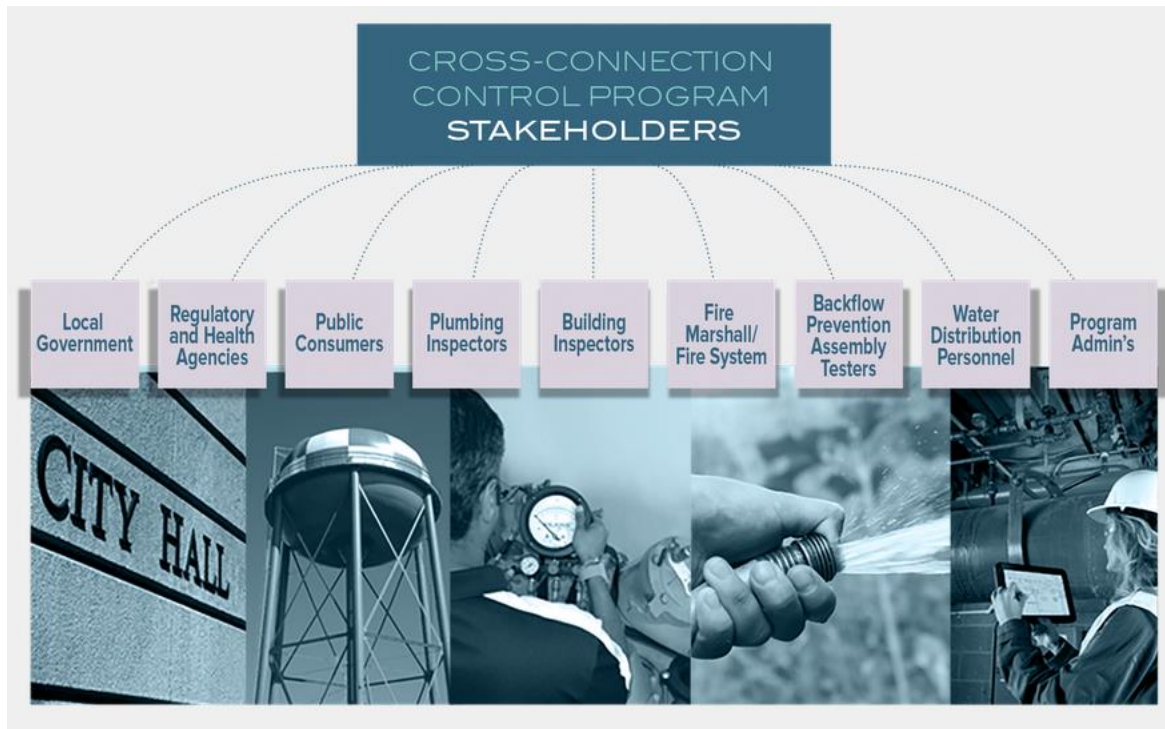


2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **City of DePere**.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

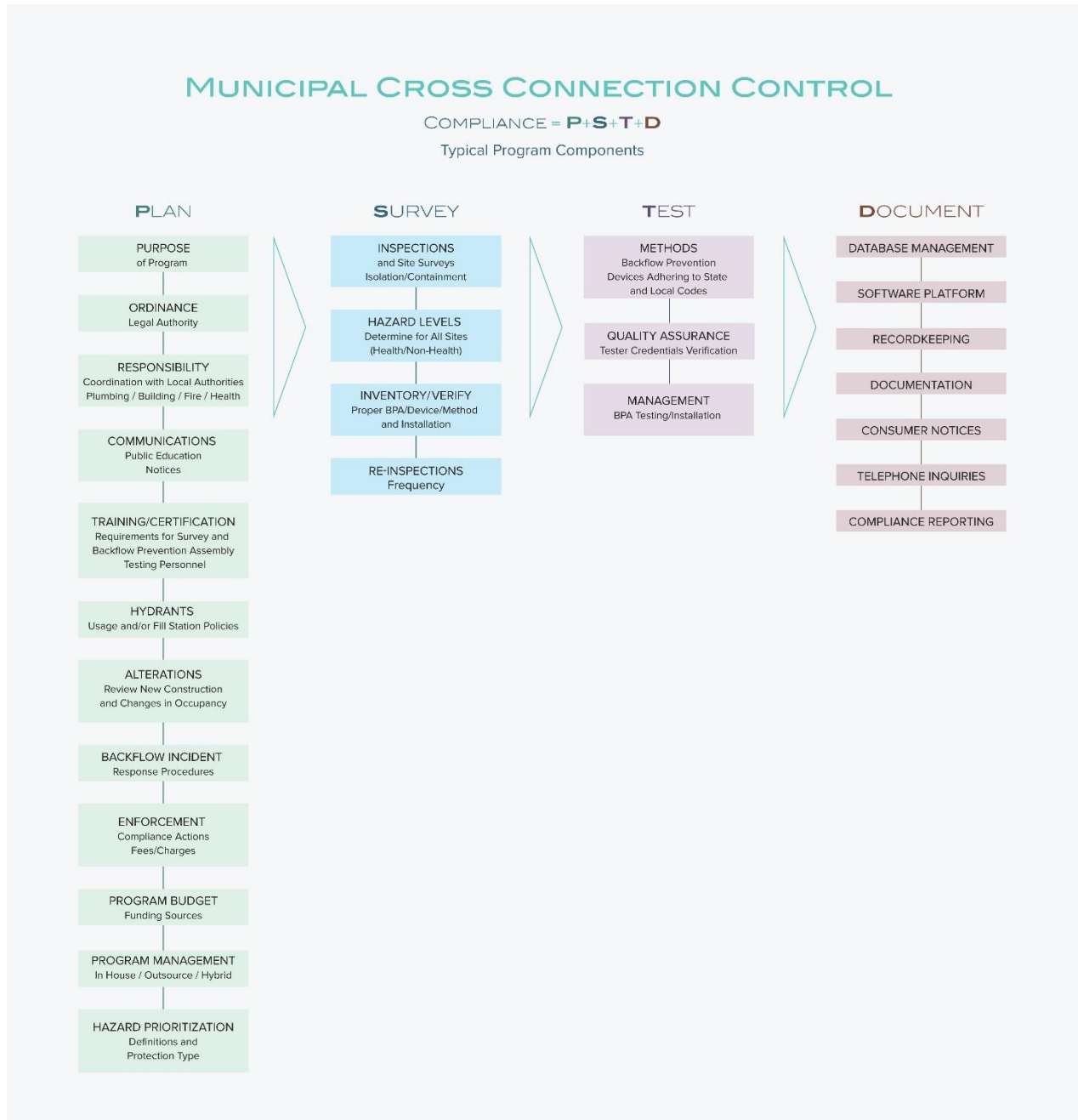
2.3. Stakeholders

HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.

2.4. Cross-Connection Control Plan Components





3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

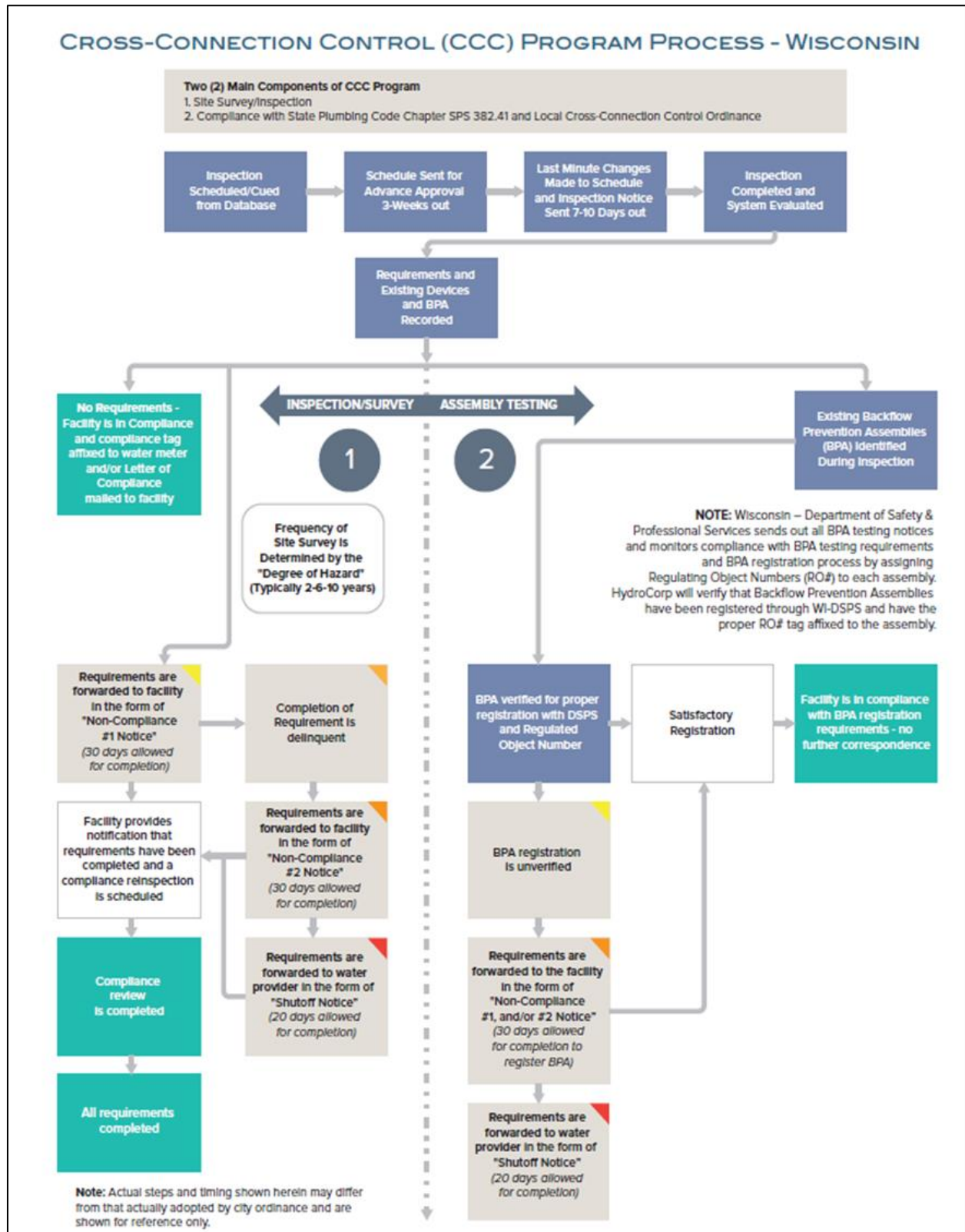
The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the City of DePere Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

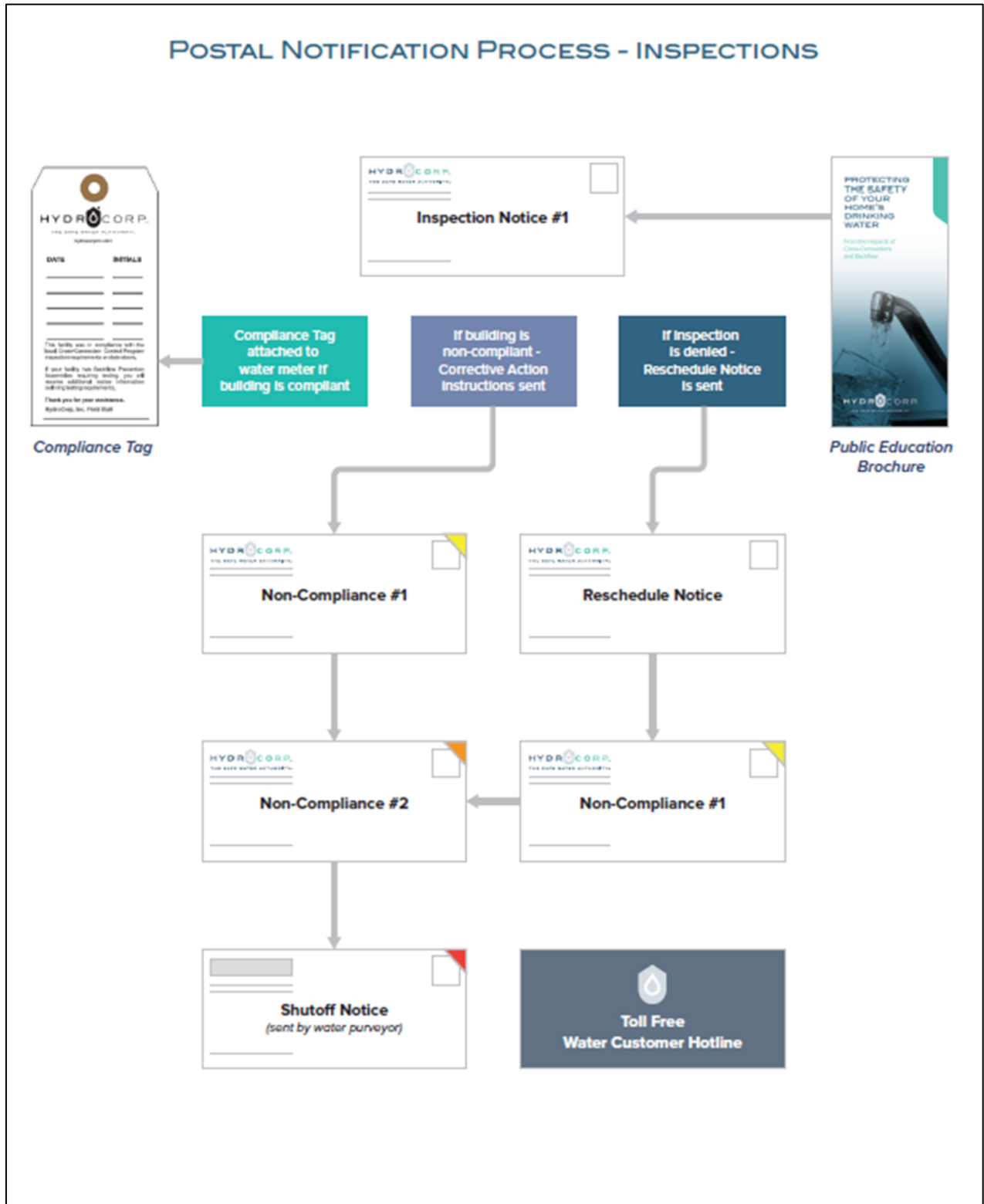
3.2. Definitions

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

3.3. CCC Program Process



3.4. Postal Notification Process - Inspections





4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the City of DePere. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the City of DePere for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the City of DePere web site.



Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>



5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **City of DePere**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **City of DePere** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the **City of DePere** and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- A. Perform initial inspections of (422) Non-Residential water services and up to (528) inspections within the City served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are included in the total inspections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code – SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- E. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- F. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- G. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- H. Conduct an annual review meeting to discuss overall program status and recommendations.
- I. Assist the City with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- J. Provide ongoing support via phone, fax, internet, text or email.



PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration. Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

_____ Initial Inspections of 422 non-residential services connections and an overall total of up to 528 inspections including follow up compliance inspections.

_____ \$66,888.00 dollars.

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

Village/Utility Representative (Signature)

Date

Printed Name / Title



6. BACKGROUND

6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



6.3. Office Address & Contact Information

Regional Office:	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008



WI Office (Above) Corporate Office (Below)



7. PROJECT REFERENCES

- City of Marshfield, 1210 S Oak St, Marshfield, WI 54449 | John Richmond, Water Utility Manager, john.richmond@MarshfieldUtilities.org | 715-898-2170
- City of Chetek, 1125 Railroad Ave., Chetek, WI 54728 | Dan Knapp, Director-Public Works, chetekcs@chibardun.net | 715-924-4236
- Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, cwhite@wppienergy.org | 920-746-2820



8. PROJECT TEAM QUALIFICATIONS

Corporate Officers



Larry J. La Bute, Founder & CEO - Chairman of the Board of Directors. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.



Mark L. Martin, CPA & Chief Financial Officer. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a stateside installation Cross-Connection Control Program. Paul is an ASSE Certified Instructor for Backflow Assembly Testing Certification and regularly presents at regional water industry association conferences.



Staff Bios Continued



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conferences.



Craig Wolf, New Cross-Connection Control Program development in the Midwest Region. Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. Certified by ASSE for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 4 years, Craig has been focused on client retention efforts, and developing new Cross Connection Control Programs for Municipal Water Systems around the region.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this August 1st 2021 by and between the City of DePere organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

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

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

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

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

ARTICLE I. Purpose

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

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

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

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

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** Utility will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform (422) total Initial inspections and up to (528) total inspections over a (2) two year contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 422 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **August 1st 2021** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of the original term (or renewal term), unless either party provides written notice of termination not less than sixty (60) days prior to the expiration of the initial term (or any such renewal term), this Agreement shall automatically renew for a one (1) year term Any increases in pricing for each of the renewal terms will be equal to the Consumer Price Index as measured in the Detroit-Warren-Dearborn area at the time of renewal or 4%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$2787.00** per month, **\$33,444.00** annually for a **two (2)** year contract period totaling **\$66,888.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date.



Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:
- | | Occurrence | Aggregate |
|--|-------------|-------------|
| Comprehensive General Liability | \$1 Million | \$2 Million |
| Excess Umbrella Liability | \$5 Million | \$5 Million |
| Automobile Liability (Combined Single Limit) | \$1 Million | |
| Worker's Compensation/ Employer's Liability | \$1 Million | |
| Errors and Omissions | \$2 Million | \$2 Million |

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with



satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may



be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
(612)850-8939

If to Utility:

City of DePere
335 S Broadway
DePere, WI 54115

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

SIGNATURES

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

City of Depere

By:
Title:

HydroCorp


By: Craig Wolf
Its: Regional Sales Representative



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



**City of De Pere, Wisconsin****Request For Board of Public Works Action**

MEETING DATE: August 9, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Brown County Municipal Agreement for Southbridge Interchange*

The Wisconsin Department of Transportation (WisDOT) is constructing a new interchange for the Southbridge corridor as part of their widening of I-41 from Appleton to De Pere. As part of this project, Brown County will be constructing from the interchange to Lawrence Drive (See attached). At this time the work limits will be from Innovation Court to Lawrence Drive.

The City is required to enter into agreement with Brown County for this work. Attached is the Brown County Municipal Agreement for consideration. Estimated total engineering and construction costs for this work are \$7,608,000. The City and County will split these costs. The City's share is \$3,804,000

Staff recommends approving this agreement.

ATTACHMENTS:

- Southbridge Connector Area 8-2-2021 (PDF)
- Brown County Municipal Agreement for Southbridge Interchange 8-2-2021 (PDF)

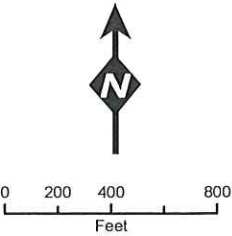
Attachment #3



Legend

- Reconstruction Limits
- Pavement Linework
- Parcel Boundary

- WisDOT responsible for final design and construction
- Brown County responsible for final design and construction



Southbridge Connector Area
I-41 | Outagamie & Brown Counties, Wisconsin

Brown County

MUNICIPAL PROJECT AGREEMENT

Project ID #: GV-14

Municipality: City of De Pere

Highway: CTH GV
French Road to

Construction Year: 2025-2026 (Est.)

Limits: Lawrence Drive

Length: 0.45 miles

Federal/State Funds: ☒ No ☐ Yes – Attached State Municipal Agreement between WisDOT & Brown County is a part of this agreement.

1.0 GENERAL

The signatory, City of De Pere (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the County to enter into agreements with the Municipality is extended by Section 83.035 of Wisconsin State Statutes. The authority for the Highway Commissioner to enter into contracts with municipalities within Brown County is from Section 6.10 of the Brown County Code of Ordinances.

2.0 CITIES

Section 83.05(1) of Wisconsin State Statutes states:

83.05 Improving streets over 18 feet wide. (1) *When a portion of the system of county aid highways in any city is to be improved, and the funds from the city and county are available therefor, the city may determine that the roadways shall be paved to a greater width than 18 feet. If it so decides, the city may determine the type of improvement, the width, and all other features of the construction, subject to the approval of the county highway committee. And said committee shall fix the amount per linear foot of the improvement to be paid by the county. The city shall then improve the street in the manner provided generally for making street improvements. The work shall be done under the supervision of the city, but subject to the inspection of the county highway commissioner.*

When a portion of county highway in a city is to be improved, the City has a choice in how it wants enter into agreement with the County.

2.1 The City follows State Statute 83.05. The City then would determine the type of improvement, the width, and all other features of the construction subject to the approval of the Highway Commissioner.* The City determines if any acquisition of land is required as a result of the design (the City prepares the right-of-way plat), and pays for the cost of the right-of-way acquisition (since the amount of land to be acquired is determined by the municipality as a function of their design of the roadway). The County acquires the land per section 83.07 and 83.08 of the Wisconsin statutes.

* Per Wis. Stat. §83.015(2)(b), the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under 83.05(1).

The County will then likewise follow state statutes in terms of the cost sharing per Wis. Stat. §83.05(2) which states:

83.05(2) Upon the completion of the work the county's share of the cost shall be paid to the contractor as though the county had been an immediate party to the contract. Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures. The balance of the expense of the improvement shall be borne by the city, and shall be provided in the manner in which expense of street improvement is ordinarily met. Assessments of benefits may be made by the city against abutting property in the manner provided where the improvement is done solely at the expense of the city, but such assessments of benefits shall not exceed the difference between the cost of the improvement and the amount contributed thereto by the county.

2.2 The City yields their statutory authority and enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the City, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and City will follow Attachment #1 for project specific eligible and non-eligible project costs.

For this Agreement the City and County agree to follow:

- ☐ Section 2.1
☒ Section 2.2

3.0 VILLAGES AND TOWNS

3.1 The Village or Town enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the Village or Town, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and Village or Town will follow Attachment #1 for project specific eligible and non-eligible project costs.

3.2 The Village or Town petitions to follow section 2.1 of this policy. A village or town may petition the Highway Commissioner to allow the village or town to follow section 2.1 of this policy for urban or proposed urban areas.

For this Agreement the Village or Town and County agree to follow:

- ☐ Section 3.1
☐ Section 3.2

4.0 PROJECT SUMMARY

1. Reason for Project (existing facility)

There is no existing facility. The STH 32 bridge (Claude Allouez Bridge) in the City of De Pere is the only bridge over the Fox River between the STH 172 bridge and the STH 96 bridge, and experiences congestion and backups at the roundabout on the east side of the bridge. A second, 'southern bridge' (south of the Claude Allouez Bridge) in the City of De Pere has been discussed and planned for many years to alleviate the congestion of traffic in De Pere.

2. Proposed Improvement (nature and scope of work)

The proposed South Bridge Connector will connect CTH EB at CTH F to CTH GV at CTH X, connecting to I-41 and constructing a new bridge across the Fox River. CTH GV-14 specifically, will connect CTH GV from the northbound ramps at the new I-41 interchange to Lawrence Drive.

While not all the design details have been determined at the time of this agreement, in general both the City and County anticipate the following:

- CTH GV from I-41 to Lawrence Drive will be designed and built as a four-lane urban arterial per WisDOT FDM design standards and the Brown County standard urban CTH section. This includes 30-inch curb and gutter, 14' wide outside lanes, 12' wide inside lanes, a raised boulevard median (width to be determined during design), 10' wide sign and snow storage zone, and a 10' wide asphalt sidewalk on the north side of the roadway (see Attachment #2).
- French Road and Innovative Court will be connected to CTH GV at the proper distance from the I-41 ramps.
- Roundabouts are proposed at the intersection with French Road and Lawrence Drive.
- See Attachment #3 for the Draft WisDOT/County responsibilities for design and construction.

5.0 PROJECT FUNDING

5.1 Estimated Project Cost and Cost Sharing

The following project cost breakdown (next page) is an estimate only. An administrative overhead fee will be applied to the project according to the current statewide overhead rate. For estimating purposes a 5% administration fee is used.

If any funding becomes available from other sources – federal, state, etc. the costs will be reduced evenly to both the City and County respectively for the associated work item.

We anticipate the following costs per year from both the City and County each for budgeting purposes:

Year	County	City
2022	\$315,000	\$315,000
2023	\$375,000	\$375,000
2025	\$1,557,000	\$1,557,000
2026	\$1,557,000	\$1,557,000

ITEM	ESTIMATED COST	COUNTY FUNDS	CITY FUNDS
ENGINEERING & DESIGN:			
Plan Design	\$600,000	\$300,000	\$300,000
State Review	\$0	\$0	\$0
Engineering Subtotal	\$600,000	\$300,000	\$300,000
RIGHT-OF-WAY ACQUISITION:			
Plat, Appraisals, & Acquisition	\$714,200	\$357,100	\$357,100
Right-of-way Subtotal	\$714,200	\$357,100	\$357,100
ROAD & BRIDGE CONSTRUCTION:			
Eligible (Participating)	\$5,931,500	\$2,965,750	\$2,965,750
Non-Eligible (Non-Participating)	\$0	\$0	\$0
State Review	\$0	\$0	\$0
Road Construction Subtotal	\$5,931,500	\$2,965,750	\$2,965,750
PROJECT SUBTOTAL:	\$7,245,700	\$3,622,850	\$3,622,850
5% ADMINISTRATIVE OVERHEAD:	\$362,300	\$181,150	\$181,150
TOTAL PROJECT COST:	\$7,608,000	\$3,804,000	\$3,804,000

5.2 Cost Sharing & Billing

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. The statewide administrative rate will be applied to the project costs. Upon completion of the project, a final audit will be made to determine the final division of costs.

If the County requests the Municipality takes lead on a project – design, bidding, construction administration, etc., then the Municipality may charge an administrative rate to the County at the current statewide overhead rate.

5.3 Project Termination

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project. If the County should withdraw from the project, for any reason, it will reimburse the Municipality for any costs incurred by the Municipality on behalf of the project.

6.0 MAINTENANCE RESPONSIBILITIES AND JURISDICTION

6.1 Maintenance

Section 83.025 of the Wisconsin Statutes governs the maintenance of county highways, specifically:

- 83.025(2) Width of highway maintained by the County includes every way open to the use of the public as a matter of right for the purposes of vehicular travel, including the shoulder. In an urban area this would include the curb and gutter.
- 83.025(2) Maintenance of a county highway through a municipality includes those measures and activities necessary to preserve the highway, as nearly as possible, in the condition of its construction including:
 - Shoulder maintenance
 - Ditch Maintenance
 - Pavement marking
 - Signing
 - Crack sealing
 - Asphalt patching
 - Concrete pavement repair
 - Asphalt resurfacing
 - Curb and gutter repair
 - Emergency repairs of storm sewer manhole and inlet casting/pavement as requested by the municipality to be charged back to the municipality
 - Street sweeping
 - Application of protective coatings (bridges)
 - Guard rail
 - Removal, treatment and sanding/salting of ice
 - Removal and control of snow
 - Interim repair of highway surfaces and adjacent structures
 - Center median mowing (performed only for visibility purposes)
 - Traffic signal operation

Items that are placed at the discretion of the municipality are the responsibility of the municipality to maintain, including:

- Street lighting
- Interim sidewalk repair
- Pavement marking associated with sidewalks (crosswalks)
- Off street bike paths
- Sanitary sewer
- Interim storm sewer repair including manhole and inlet castings
- Water mains
- Other municipal utilities
- Mowing behind the curb line (terrace area)
- Center median mowing (performed for aesthetic purposes)
- Snow and ice removal on sidewalks and/or bike paths
- Roundabout center island landscaping
- Storm water devices (ponds, infiltration areas, etc. – anything other than a ditch)
- Trees, shrubs, and other landscaping behind the curb line (in terrace area)

Neither of these maintenance lists is intended to be 'all inclusive', but, rather to demonstrate measures and activities necessary to preserving a highway defined as that portion of the roadway open to the public as a matter of right for the purposes of vehicular travel, including the shoulder and/or curb and gutter.

6.2 Jurisdiction

Note: Jurisdictional transfers require resolutions from both the Municipality and County Board to become effective. If a roadway is noted to be transferred, it indicates an agreement in principal to pursue the transfer contingent upon both the Municipality and County approving the necessary resolutions.

- ☐ New County highway segment to be maintained by the County.
- ☐ Existing County highway segment to be maintained by the County.
- ☒ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: TBD – End of Construction Miles: 0.45
 Highway Name: South Bridge Road Innovative Ct. Lawrence Drive
 From To

- ☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: _____ Miles: _____
 Highway Name: _____
 From To

- ☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: _____ Miles: _____
 Location: _____ Transfer Date: _____

7.0 AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

FOR THE MUNICIPALITY:

Name & Title

Date**FOR THE COUNTY:**

Paul Fontecchio, Director
Brown County Public Works Department

Date

ATTACHEMENT 1:

MUNICIPAL PROJECT AGREEMENT COST SHARE POLICY

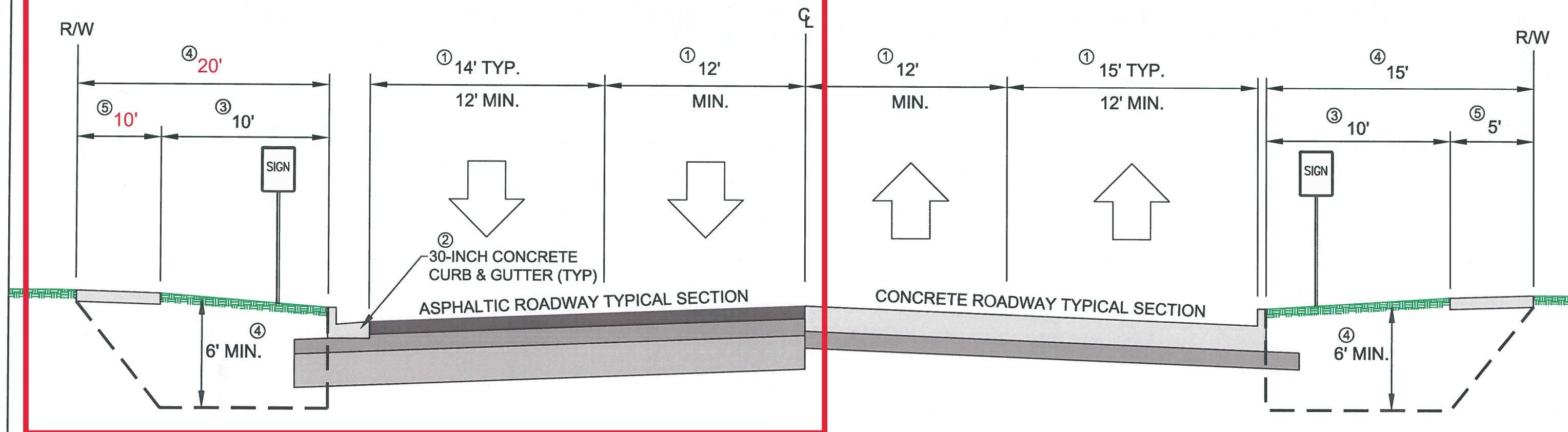
Brown County Public Works follows state law as found in Trans 205 for County Trunk Highway Standards or the Wisconsin Department of Transportation's Facility Design Manual (FDM) for the design, maintenance, and improvements of county trunk highways.

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
Asphalt Reconditioning: <i>Reconditioning is defined as a maintenance level activity involving the reclaiming of the existing pavement and/or base course, replacement of the pavement in generally the same alignment (vertical and horizontal).</i>		
A. Reclaim of existing pavement & base course	100%	0%
B. Paving of up to 4.5" asphaltic pavement	100%	0%
C. Curb & gutter replacement (spot repairs as part of reconditioning).	100%	0%
D. Curb & gutter replacement (larger areas of repairs as agreed to by the Municipality and County).	50%	50%
E. Curb & gutter replacement for Municipal utility work.	0%	100%
Roadway Reconstruction: <i>Reconstruction is defined as the total rebuilding of an existing highway including pavement and base replacement, excavation below subgrade, drainage, transportation related appurtenances, roadway realignment, widening, and/or converting a rural roadway to an urban roadway.</i>		
A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).	50%	50%
B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.	100%	0%
C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50%	50%
New Roadway Construction:	50%	50%
Bridge Construction/Reconstruction:		
A. Part of Roadway Reconstruction A & C above.	50%	50%
B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.	50%	50%
C. County Bridge Replacement.	100%	0%

Eligible Project Costs:
County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:
A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements, and compensable utility relocation costs.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, infiltration areas, etc.) required for the project (prorated to 50% of the costs required for the roadway work).
E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, 14-foot wide asphalt outside curb lane, and driveway aprons.
G. Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H. In accordance with the Brown County Bicycle and Pedestrian Plan, Brown County will share the costs of the following: 1. Concrete sidewalk replacement or new sidewalk construction – the County will participate in the costs for one (1) side of the roadway for sidewalk up to 5' in width for a concrete sidewalk except for areas of municipal utility cuts which are the responsibility of the municipality. 2. Multi-use bicycle/pedestrian asphaltic path or on-street bike lanes - the County will participate in the costs for either one off-street multi-use bicycle/pedestrian path up to 10' in width or on-street bike lanes in accordance with FDM 11-46 Figure 15.1, but not both.
I. Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J. Erosion control devices required per Wisconsin DNR standards.
K. Retaining walls required for the Project.
L. Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M. Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

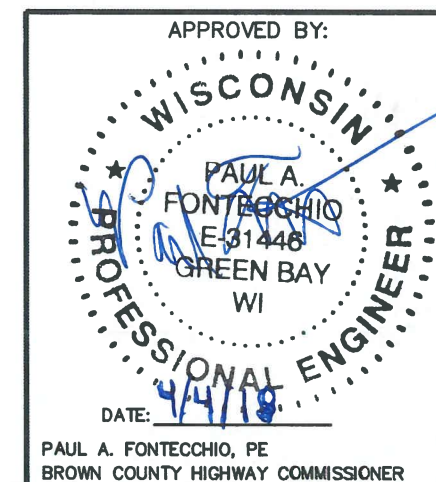
Non-eligible Project Costs:
Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:
A. New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B. Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C. Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D. Any allowed parking stalls.
E. Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
F. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
G. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.

Attachment #2



NOTES:

- HIGHWAY COMMISSIONER APPROVAL IS REQUIRED FOR PAVEMENT STRUCTURE DESIGN AND THE TYPICAL SECTION LAYOUT
- COUNTY HIGHWAYS ARE DESIGNED TO ACCOMMODATE TRUCK TRAFFIC FOR THE EFFICIENT MOVEMENT OF GOODS AND SERVICES. AS SUCH, ALL THROUGH LANES SHALL BE A MINIMUM WIDTH OF 12'.
- SEE BROWN COUNTY MUNICIPAL PROJECT AGREEMENT FOR ADDITIONAL INFORMATION AND COST SHARING OPTIONS PER BROWN COUNTY ORDINANCE 6.10
- 18" BOX-OUTS REQUIRED FOR PLACEMENT OF SIGNS IN PAVED MEDIANS AND TERRACES
- TREES ALLOWED WITHIN THE R/W SHALL BE A MAXIMUM OF 4" DIAMETER WHEN FULLY GROWN
 - NO TREES ARE ALLOWED WITHIN 50' OF SIGNS
- ① NUMBER OF LANES TO FOLLOW WISDOT CRITERIA FOR URBAN ROADWAYS
- ② CURB HEAD TYPES TO MEET WISDOT STANDARDS FOR POSTED SPEED AND ROADWAY TYPE
- ③ 10' SIGN AND SNOW STORAGE ZONE
 - STREET LIGHTING POLES ALLOWED WITH HIGHWAY COMMISSIONER APPROVAL
 - ALL OBJECTS WITHIN THE TERRACE OR ROADWAY CLEAR ZONE; WHICHEVER DISTANCE IS GREATER, SHALL MEET "BREAKAWAY" STANDARDS
 - NO TREES ALLOWED
- ④ 20' UTILITY ZONE - UTILITIES MUST BE OVER 6' DEEP WITHIN THE 10' SIGN ZONE TO AVOID CONFLICT WITH SIGN POSTS
- ⑤ 10' Asphalt Sidewalk



BROWN COUNTY
PUBLIC WORKS DEPARTMENT

STANDARD URBAN CTH SECTION
GV-14 Typical Section

CREATED: 10/31/2017

REVISED: 4/4/2018

Attachment #3

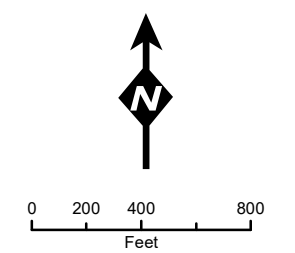


Legend

- Reconstruction Limits
- Pavement Linework
- Parcel Boundary

WisDOT responsible for final design and construction

Brown County responsible for final design and construction



Southbridge Connector Area
I-41 | Outagamie & Brown Counties, Wisconsin



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 21-08
Manhole Repair and Rehabilitation*

ATTACHMENTS:

- 2021 0809 CI_BOPW_Project 21-08 Award (PDF)
- 2021 0729 CE_ Project 21-08 Bid Tab (PDF)

CITY OF DE PERE MEMO



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

From: Eric P. Rakers, P.E., City Engineer

Date: August 9, 2021

RE: **Consideration and possible action on award of Contract 21-08 Manhole Repair and Rehabilitation***

The Engineering Department received bids on Project 21-08 Manhole Repair and Rehabilitation on July 29, 2021. This project involves the repair and rehabilitation of manholes throughout the City by spray-on liner, pouring new manhole benches or chemically grouting the manholes. The bids received are as follows:

Contractor	Total Bid
Northern Pipe, Inc.	\$34,075.00
Hydro-Klean, LLC	\$49,459.50

The allocated amount from the capital improvement budget is \$40,000 from the sewerage revenue fund.

Staff's recommendation is to accept the bid from Northern Pipe, Inc. for \$34,075.00.

Attachments:

2021 0729 Project 21-08 Bid Tab (PDF)



Project 21-08 **Manhole Repair and Rehabilitation** **Bid Tab**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				Northern Pipe, Inc		Hydro-Klean, LLC	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Spray-On Liner	VF	55	\$ 175.00	\$ 9,625.00	\$ 217.90	\$ 11,984.50
SP-02	Pour In Place Bench	EA	13	\$ 850.00	\$ 11,050.00	\$ 1,800.00	\$ 23,400.00
SP-03	Retrofit Sanitary Sewer Inside Drop	EA	2	\$ 950.00	\$ 1,900.00	\$ 1,645.00	\$ 3,290.00
SP-04	Chemical Grout Manhole	EA	4	\$ 675.00	\$ 2,700.00	\$ 1,310.00	\$ 5,240.00
SP-05	Remove Obstruction from Sewer	EA	2	\$ 2,600.00	\$ 5,200.00	\$ 590.00	\$ 1,180.00
SP-06	Install Pipe Bulkhead	LS	1	\$ 500.00	\$ 500.00	\$ 335.00	\$ 335.00
SP-07	Traffic Control Main Avenue at Fort Howard (Exhibits 4 & 28)	LS	1	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00
SP-08	Traffic Control Webster Avenue (Exhibits 7 & 31)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,330.00	\$ 1,330.00
SP-09	Traffic Control Lost Dauphin at Scheuring Rd (Exhibits 12 & 34)	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00
TOTALS				\$	34,075.00	\$	49,459.50



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and Possible Action on the Discontinuance of Colored Concrete Sealing of Crosswalks

ATTACHMENTS:

- 2021 0809 CI_BOPW_Crosswalk_Sealing (PDF)

CITY OF DE PERE MEMO



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

From: Eric P. Rakers, P.E., City Engineer

Date: August 9, 2021

RE: Consideration and Possible Action on the Discontinuance of Colored Concrete Sealing of Crosswalks

City staff is requesting that the Board consider the discontinuance of colored concrete sealing of crosswalks. In order to seal colored concrete crosswalks, the City's contractor is required to set up traffic control and work in the roadway with live traffic running in the adjacent lane, impacting the traveling public and putting the contractor at risk. Colored concrete sealing is completed for aesthetic reasons only; to slow the fading of red colored concrete to a pinkish color. As shown in Figure 1 below, colored concrete crosswalks are already darker than adjacent colored concrete due to the continuous exposure to tire wear and dirt.

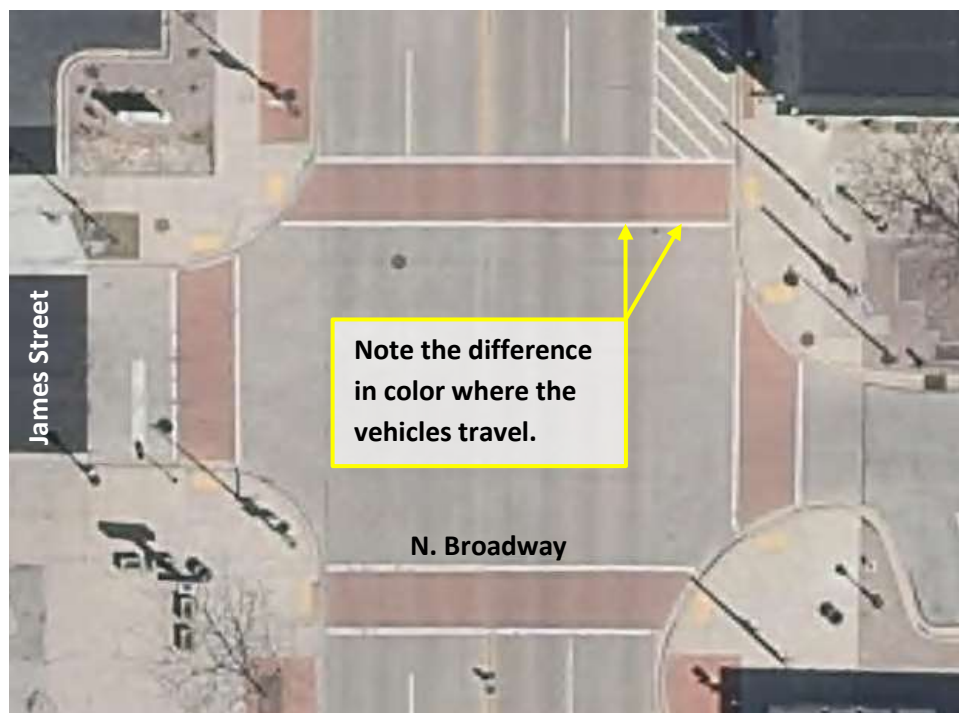


Figure 1 - Colored Concrete Crosswalks at the intersection of James Street and N. Broadway (2020 Aerial)

Background

Annually, the Engineering Department bids and manages \$50,000 of colored concrete sealing of colored concrete within the public right-of-way. These surfaces include pedestrian crossing bump-outs, terraces, boulevards, medians, roundabouts and crosswalks located throughout the City, with the vast majority of work being at or around roundabouts. Colored concrete is sealed on a 5-year cycle.

Discussion

The majority of the colored concrete is located outside of the travel lanes and can be sealed in a day with minimal impacts to traffic. A vehicle can park on the raised medians or on the round-about itself to complete colored concrete sealing. Crosswalks however, pose a larger challenge. Figures 2 and 3 below are aerial photographs of the Main Avenue roundabout at the northbound Interstate 41 on/off ramps before and after colored concrete sealing efforts in 2016.



Figure 2 - 2014 Aerial Imagery (Pre 2016 Sealing)



Figure 3 - 2017 Aerial Imagery (Post 2016 Sealing)

Once sealed, colored concrete is a richer color in comparison to the unsealed product as shown in the 2014 and 2017 aerial imagery above. However, unsealed crosswalks, already darker due to tire wear and dirt, match the color of the surrounding concrete once sealed. This is shown in Figure 4 below, comparing the circled crosswalk from Figure 2 to the sealed median in Figure 3.

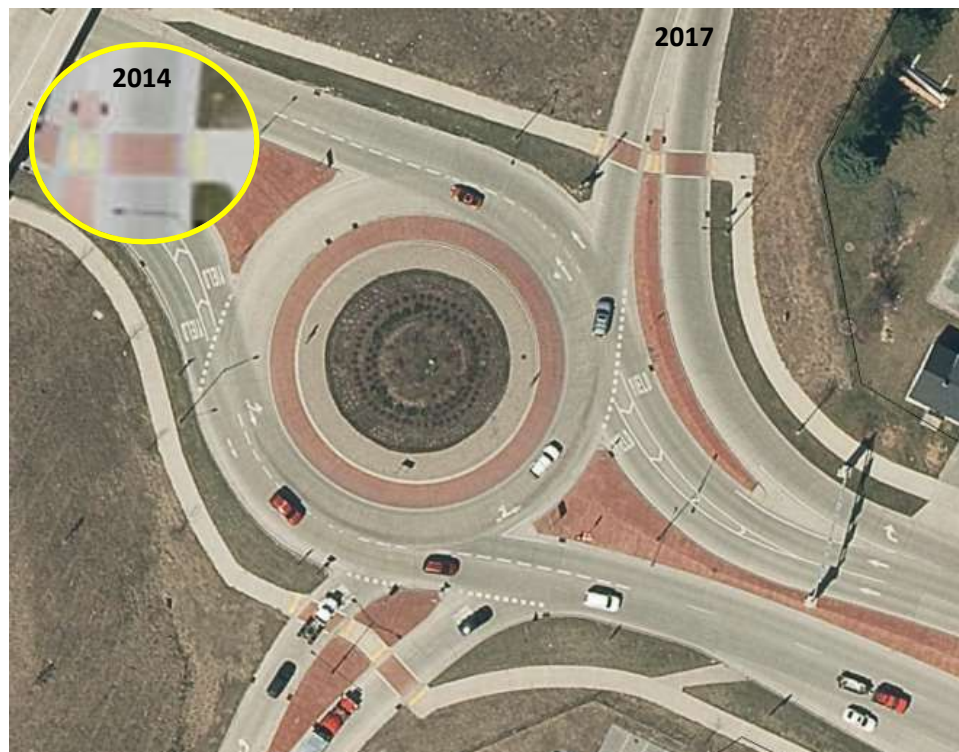


Figure 4 - Comparing unsealed crosswalks from 2014 aerial imagery to sealed medians in 2017 aerial imagery.

In order to safely seal colored concrete crosswalks, work needs to be completed in a minimum of two phases and traffic control is required to consolidate oncoming traffic into one lane. The two phases are required to take place on two separate days as there is not enough time to set up traffic control, spray the colored concrete sealant, let the sealant cure, and shift traffic control to repeat the process in a single day. This leads to more time working in the roadway with active traffic impacting both the traveling public and our contractor's safety. Sealing during the nighttime is infeasible as it extends the dry time of the sealer due to cooler temperatures and the lack of direct sunlight.

Recommendation

Staff's recommendation is to discontinue the colored concrete sealing of crosswalks. When compared to the other colored concrete surfaces located within a roundabout or around the City in general, crosswalks make up a small fraction of the work but impact the traveling public and worker safety the greatest. If the Board approves this recommendation, staff anticipates a small cost savings as colored concrete sealing can be completed quicker, with less traffic control.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: August 9, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Update on Inflow and Infiltration Work

ATTACHMENTS:

- 2021 0809 CI_BOPW_Inflow&Infiltration (PDF)
- 1973 Map2 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 9, 2021

RE: Update on Inflow and Infiltration Work

The purpose for this memo is to provide the Board with an update for two components of our Inflow and Infiltration plan; private sanitary lateral lining and sump pump installations.

Inflow is water that enters the sanitary sewer system only during or immediately after rainfall from direct connections. Points of entry may include connections with roof and area drains, storm drain connections, and holes in manhole covers. Infiltration is the water that enters the sanitary sewer system from the surrounding soil. Common points of entry include broken pipes and defective joints in pipes or manhole walls. A cross between infiltration and inflow (I&I) is the connection of foundation drains to sanitary laterals. The highest inflow occurs as a result of storm events or snow melt that contribute to excessive sanitary sewer flows. The highest infiltration flows are observed following storm events as water seeps into the system through its defects. The identification and reduction of inflow and infiltration is important as it:

- Reduces treatment costs,
- Eliminates sanitary sewer system overflows,
- Corrects structural defects and extends the service life of the sanitary sewer system,
- Analyzes the sewer capacity for existing and future service, and
- Increases the hydraulic capacity of sanitary sewers.

Background

The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of flow. The City pays GBMSD to treat inflow and infiltration (I&I) of clear water into the sanitary sewer system.

In addition to wastewater treatment, GBMSD operates interceptor sewers throughout the City that collect wastewater from De Pere and other municipalities and transports to the wastewater treatment plant. As interceptors are replaced, GBMSD pays for the interceptor repair for a pipe the same size. Municipalities contributing flow are required to pay for pipe size increases related to growth and I&I.

Based on studies GBMSD has conducted, they are finding that interceptors are undersized due to the amount of I&I. GBMSD's Charles Street Interceptor was upgraded in 2018 and the City paid for pipe size increases due to I&I.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff (called a combined sewer). While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 (flows 20 times greater than average flows) following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and property.

Inflow and Infiltration Study

In 2019, The City hired Ruekert and Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline the City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. As part of this plan, several potential steps were identified including:

- **Additional flow monitoring** to provide measured system responses to rain and quantify the amount of inflow and infiltration occurring in the targeted basin.
- **Mainline and lateral televising** to visually inspect our systems structural condition. The City already televises our sewer system mains on a 3-5 year rotation. Lateral televising currently only occurs for isolated instances.
- **Manhole inspection** to visually inspect our systems structural condition. The City actively inspects manholes in conjunction with our capital improvement program or on a complaint basis.
- **Smoke Testing:** Smoke testing is a relatively inexpensive and quick sewer system evaluation survey (SSES) method of locating inflow and infiltration sources in the sanitary sewer system. A smoke candle is lit inside an isolated sewer system and an air blower is used to blow the smoke through the system. A team of observers walk along streets, around front and back yards, and around sewered buildings to identify smoke leaks. Roof top leaks can be further identified through the use of a drone. Anywhere the smoke is visibly escaping the sewer system is documented as a source of inflow and infiltration. Sanitary lateral cleanouts, building lateral leaks through the ground, area drains, sump pumps, and downspouts are sources of inflow and infiltration easily identified by smoke testing and contribute significant flows into the sanitary sewer system.
- **Building and sump pump inspections** to locate illegal cross connections. The program will locate the foundation drain and sump pump discharge connections to the sanitary sewer system.

Current Status

Several of the recommendations identified above are being actively completed at this time including:

- Televising mainline sewers once every five years.
- Televising some sanitary laterals during sewer lining and abandoning if not active.
- Inspecting manholes as part of the televising process with leaks being treated.
- Smoke testing is starting this week, with the two smaller basins. Smoke testing has not been utilized in many years, if at all in the City.

Next Steps

The next big steps to reduce I&I is to evaluate options to address deteriorated sanitary laterals beyond the right of way and in easements and alleys and to require the installation of sump pumps.

Staff has been evaluating options for addressing sanitary laterals beyond the right of way. The major construction techniques to address laterals beyond the right of way include open cut construction, pipe bursting and lining, or combination. The cost and disruption for the work vary significantly between construction methods. Open cut construction can be disruptive to the property and costly due the restoration needed while internal lateral lining has less restoration costs and is minimally disruptive. Staff has been evaluating the approach taken by surrounding communities. These approaches also vary on the construction techniques, funding, or requirement of when work is required. A more detailed memo will be provided on this topic with more specific details. Some things to consider for lateral repairs:

- Lateral repairs/rehabilitation beyond the right of way will likely be scheduled with work being performed by the City.
- Criteria for when work beyond the right of way is required will need to be created.
- Updates to the ordinance will be required.
- Financial impacts and responsibility will need to be identified (City, property owner, or combination).

Sump pump installation is the next big item to address for I&I reduction and may be one of the most impactful. Staff performed a preliminary review of parcels built in 1973 or prior. Sump pumps were required after this date. A quick review identified 3,017 parcels. Additional research will be required to narrow this down as some of the newer areas likely have sump pumps based on field reviews. As with all construction, the cost of sump pump installation can vary greatly depending on the property with more expensive installations near \$3,000. Some things to consider for sump pump installation:

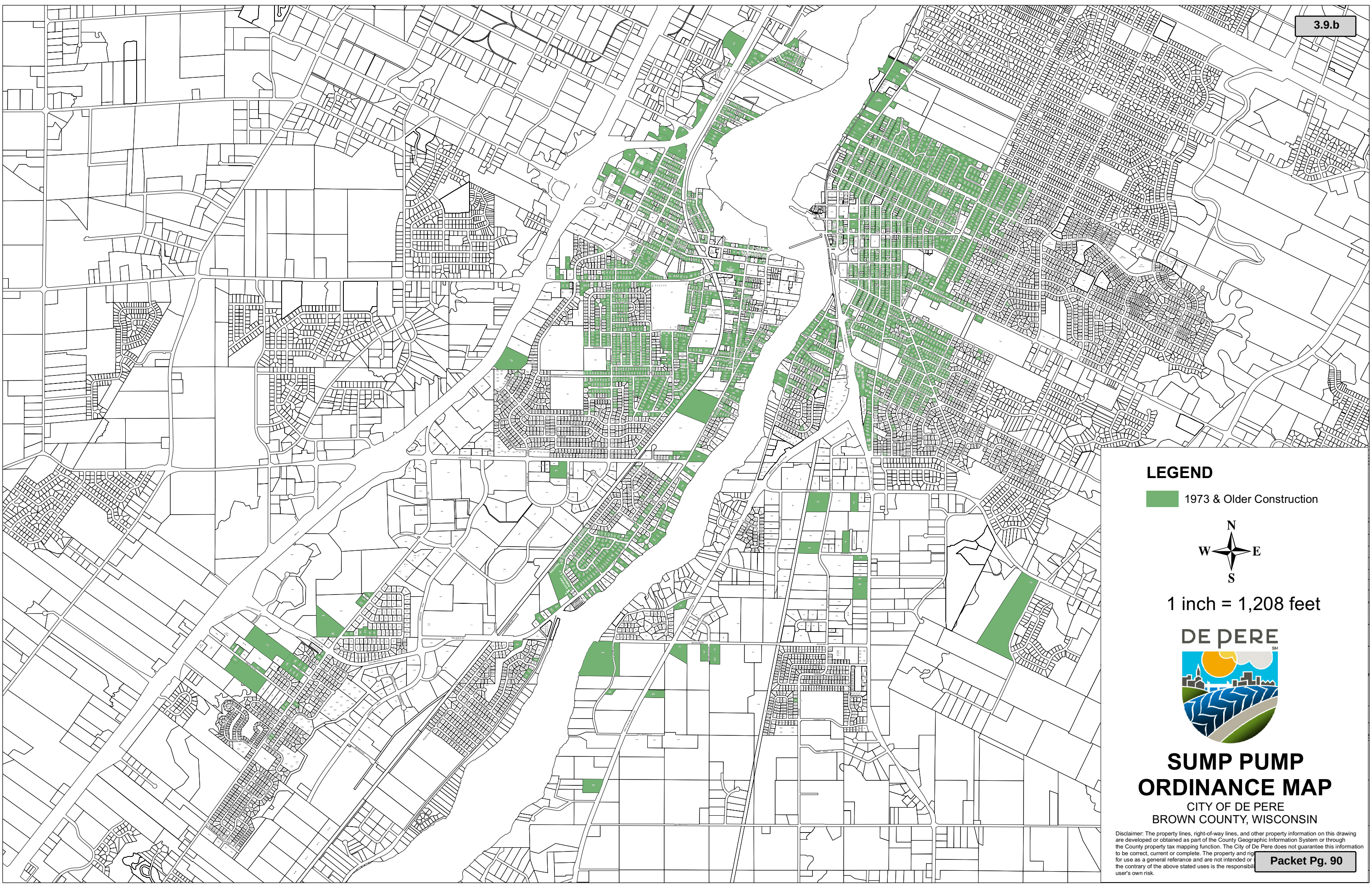
- Sump pump installation will be a standalone project, similar to the meter replacement programs completed several years ago. A time frame (number of years) and approach (areas of the City or age of structure) will need to be identified.
- Updates to the ordinance will be required.
- Additional staff resources/inspection consultant may be required to review completed work.

- Financial impacts and the responsibility will need to be identified (City, property owner, or combination).

Because sump pump installation will be a standalone type project with a specific time frame for completion, one option for consideration to get this work completed in a timely fashion would be to consider American Rescue Plan Act (ARPA) funds to pay for or assist property owners with the cost. The cost of sump pump installation will create financial burdens for some property owners in the City. This would be a way to get better cooperation and help reduce the amount of I&I entering the system.

Attachments

Map (PDF)



LEGEND

1973 & Older Construction



1 inch = 1,208 feet



SUMP PUMP ORDINANCE MAP

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

Disclaimer: The properties, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information is provided for use as a general reference and are not intended or warranted for any other use. To the contrary of the above stated uses is the responsibility of the user. Use at user's own risk.

Packet Pg. 90