Board of Public Works

Regular Meeting

Agenda

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

Monday, July 11, 2022 | **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 **July 11, 2022** 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
United States: +1 (312) 757-3117
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://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

III. Items

1. Approval of the June 13, 2022 Board of Public Works Meeting Minutes
2. Consideration and Possible Action on Providing Funding for the Removal of Stumps in the Right of Way*
3. Consideration and possible action on award of Request for Proposals for Phragmites Mitigation*
4. Consideration and possible action on award of Contract 22-09 Pond and Drainage System Construction*
5. Consideration and possible action on award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition*
6. Consideration and possible action on award of Request for Proposals for Project 22-21 Pond Trapping*
7. Discuss Archaeological Report Completed for Project 21-16 Mystic Creek Subdivision Construction
8. Discussion on Sump Pump Installation Program

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, July 11, 2022 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
BEST STUMP GRINDING
FEAKER & SONS CO., INC
SUBURBAN WILDLIFE SOLUTIONS
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
JAMES ANDERSON
PETERS CONCRETE COMPANY
MERJENT

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Board of Public Works**
FROM:	**Betty Sellenheim**
SUBJECT:	**Approval of the June 13, 2022 Board of Public Works Meeting Minutes**

ATTACHMENTS:

- 2022 0613 BOPW_Draft Minutes (PDF)

Board of Public Works

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

Regular Meeting

Draft Minutes

Monday, June 13, 2022 **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	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Dean Raasch	Alderperson	Present	

Others present:
Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Betty Sellenheim, Recording Secretary
Jonathan Calvo, 2406 Kilrush Rd

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC

None

III. Items

1. Approval of the May 9, 2022 Board of Public Works Meeting Minutes

Alderperson Carpenter moved to approve the May 9, 2022 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

2. Election of Vice Chairperson

Alderperson Carpenter nominated Alderperson Raasch as vice chairperson. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

3. Consideration and possible action on the deferral of the sidewalk installation at 2406 Kilrush Road until June 30, 2023

Eric Rakers, City Engineer, outlined a request for a one-year extension on gap sidewalk installation at 2406 Kilrush Road.

Alderperson Carpenter moved to approve the deferral of sidewalk installation at 2406 Kilrush Road until June 30, 2023, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

4. Consider and Possible Action Regarding Definitely De Pere's Request to Waive Public Works Fees*

Alderperson Hansen moved to approve Definitely De Pere's request to waive Public Works fees, seconded by Alderperson Ledvina.
Alderperson Raasch asked if similar waivers have been granted in past years. Mayor Boyd stated the Board has granted waivers in the past for these fees.
Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

5. Consideration and Possible Action on Parking Lease Agreement with Ahlstrom-Munksjo (Updated June 2022)

Alderperson Carpenter moved to approve parking lease agreement with Ahlstrom-Munksjo, seconded by Alderperson Ledvina.
Alderperson Hansen asked if the City pays for the lease spots. Scott Thoresen, Public Works Director, stated the City does not. Alderperson Hansen verified the new lease allows for additional spots. Mr. Thoresen stated there was one additional spot but the new lease clarifies responsibilities. Alderperson Hansen asked about new signage. Mr. Thoresen stated the signage for restrictive parking will remain the same.
Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

6. Consideration and possible action on Award of Contract for Project 22-17 City Hall Window Replacement*

Mayor Boyd moved to approve award of Project 22-17 City Hall Window Replacement, seconded by Alderperson Hansen.
Mayor Boyd noted the project was $450 over budget. Mayor Boyd asked the project timeline. Thomas Blohowiak, Maintenance Supervisor, stated once the contract was awarded, new windows could be ordered for installation, with project start depending on supply delivery.
Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on City Engineer Parking and Traffic Recommendations

Eric Rakers, City Engineer, outlined the following recommendations:
#1 Consider crosswalk modifications on Lawrence Drive at the Preserve Trail. Mr. Rakers explained this section of roadway was scheduled to be reconstructed in 2025 with the addition of a pedestrian refuge and rapid rectangular flashing beacons (RRFB). Staff recommends upgrading to a ladder-style crosswalk.
#2 Consider upgrades and use of flags for crossing S. Ninth Street at Park Street. Staff upgraded the signage to fluorescent yellow. Resident would like to purchase and provide flags for crossing the street. Staff has no issues with the use of flags.
Alderperson Carpenter asked if this location would meet warrant for ladder style crosswalk. Mr. Rakers stated that staff did not evaluate for that.
#3 Consider installation of a truck route sign for northbound traffic on Lost Dauphin Road to the south of Scheuring Road. Staff recommends the installation of this sign to avoid confusion on County Highways for truck traffic.
Mayor Boyd moved to approve City Engineer Parking and Traffic Recommendations, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

8. Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, outlined the following requests:
#1 Consider roundabout at Chicago Street and Crestview Lane. Staff does not feel a roundabout is warranted at this location; roundabouts are expensive, require additional right-of-way, require an engineering firm be hired, and would require approval from Brown County Highway at this location.
Mr. Rakers stated staff would be evaluating and bringing back consideration of an RRFB (rapid rectangular flashing beacon) at the intersection of Broadway and Cass Street.

RESULT:	**DISCUSSED**

9. Consideration and possible action on award of Contract 22-02 Lewis Street Reconstruction*

Eric Rakers, City Engineer, outlined the project, project limits, budget, and funding challenges. Mr. Rakers explained the overage in water utility work will be covered from the 2023 budget and the overage in stormwater will be covered by the stormwater utility. Alderperson Hansen verified the stormwater utility has sufficient funds to cover the overage. Mayor Boyd stated it did. Alderperson Carpenter verified the installation of 8" water main installation. Mr. Rakers stated that was correct. Alderperson Raasch expressed his concerns about funding, availability of products and the potential for failure in coming years (with borrowing from future budgets). Alderperson Raasch asked how

the City will balance availability and funding for future projects. Mr. Rakers explained that water rate changes would need to come from PSC (Public Service Commission) for increased funds. Mr. Rakers further outlined some project aspects in the past few years that have impacted the project sizes and costs. Alderperson Raasch asked about 16" vs 8" water main installation. Mr. Rakers explained the installation of the 16" for long-term planning for the "backbone" of the system, with 8" mains throughout the majority. Alderperson Raasch asked if delays could be expected due to the availability of components. Mr. Rakers stated it can be expected and has led to multiple 2022 projects having 2023 completion dates. Alderperson Raasch expressed concerns and disinterest in water rate increases at this time. Mayor Boyd shared Alderperson Raasch's concerns. Alderperson Carpenter expressed similar concerns and stated certain projects will need to be delayed to best utilize the funding available. Mr. Rakers agreed that the choice of projects is a balancing act of the funding available.
Alderperson Carpenter moved to approve award of Contract 22-02 Lewis Street Reconstruction with water main funding from 2023 budget and storm sewer funding from the stormwater utility, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

10. Consideration and possible action on award of Contract 22-07 Curb Repair and Street Resurfacing*

Eric Rakers, City Engineer, outlined the project, project limits, budget, and funding challenges, which were previously approved for bonding in May.
Mayor Boyd asked if staff was satisfied with the agreement with Town of Ledgeview. Mr. Rakers stated it has been working well. Scott Thoresen, Public Works Director, stated an intergovernmental agreement would be presented at an upcoming Board meeting for review.
Mayor Boyd moved to approve award of Contract 22-07 Curb Repair and Street Resurfacing, seconded by Alderperson Hansen.
Alderperson Raasch requested information in the future from the Finance Director about the implication of bonding for these projects in the future. Mr. Thoresen explained the preliminary resolution for bonding that will be presented at Finance/Personnel Committee and subsequently at Common Council and stated item #13 on the agenda may answer more questions.
Upon vote, the motion passed unanimously.

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

11. Discussion on Contract 22-09 Pond and Drainage System Construction

Eric Rakers, City Engineer, provided an update on Project 22-09 for pond construction along Front Srreet and Fox River Trail. The update included delays staff has encountered with permits and a request for a grant extension from the DNR to construct in 2023. Staff will bring back additional information in July.

RESULT:	DISCUSSED

12. Consideration and possible action on award of Contract 22-24 East Side Alley Reconstructions*

Eric Rakers, City Engineer, outlined the project, project limits, budget, and funding challenges. Staff recommends rejecting the bid from KCG Excavating and rebidding next year or in conjunction with another project.
Alderperson Hansen asked about combining it with Lewis Street reconstruction. Mr. Rakers stated that staff had considered this option but separated projects due to scheduling. Alderperson Hansen asked if costs would be cheaper if it was completed with Lewis Street. Mr. Rakers stated it could have been.
Alderperson Raasch moved to reject bid for award of Contract 22-24 East Side Alley Reconstructions, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

13. Discuss Possible Additional Revenues for Street Improvements

Scott Thoresen, Public Works Director, outlined additional revenue options including wheel tax, transportation utility, referendums, bonding, and assessments. Mr. Thoresen also explained an option to reduce the amount of work in order to reduce strain on the budget for street improvement projects. Mr. Thoresen outlined a handout he provided during the meeting which compared the cost for each option over a 20 year life on a property valued at $250,000.
Alderperson Ledvina asked how often the consultant would need to evaluate trip rates for transportation utility. Mr. Thoresen explained the consultant would be brought in when properties changed use, large developments were constructed, or every 2-3 years for maintenance of the rates. Mr. Thoresen stated most rates would stay the same, but Council could choose to raise the rates to create more revenue. Alderperson Ledvina asked how staff established the number of vehicles in the City from the state information for zip code 54115. Mr. Thoresen explained from the information he was provided by the state and a rough estimate. Mr. Thoresen further explained it would take a full year of implementing the wheel tax to know the exact numbers. Alderperson Ledvina expressed concerns about wheel tax and having heard of individuals being charged for communities they do not reside in. Alderperson Carpenter asked for additional information on the trip rate generation, using the example from the packet and limits/caps. Mr. Thoresen explained it using the example provided from City of Neenah transportation utility, which is based on stormwater ERU rather than trips, which is not recommended. Mr. Thoresen added that by using the trip rate, there would not be caps/limits. Alderperson Carpenter stated the City will need to create revenue some way, but was unsure the best way to accomplish and not over-punish certain entities. Mr. Thoresen referenced the handout for overall cost at year 20 on each individual property and explained the costs would differ based on the size/value of the location. Mr. Thoresen added that all the options, except a referendum, would be established and regulated by the Council. Alderperson Carpenter asked about Neenah's utility and ERU rates. Mr. Thoresen explained the League of Wisconsin Municipalities highly recommends not utilizing ERU rates because they can be challenged and rather create trip rates through a consultant based on actual traffic on a

daily basis at each location. Mr. Thoresen explained the consultant would cost about $25,000 to complete the trip rate generation. Alderperson Hansen explained Town of Buchanan's transportation utility issues with WI Circuit Courts as a violation of levy limits and state laws being discussed regarding transportation utilities. Mr. Thoresen explained the state law would limit the use of transportation utility funds for operations such as snow plowing. Mayor Boyd asked how many communities had transportation utilities. Mr. Thoresen stated there were five in the state. Alderperson Hansen asked for additional details on the bond amounts from the handout. Mr. Thoresen explained it similar to a loan on a car with principle and interest and a new 10 year bond each year. Alderperson Hansen asked about trip rates based on housing types (single family home vs. apartment). Mr. Thoresen explained his understanding of all single family homes having the same rate but other locations (apartments, businesses, etc) would be based on daily trips. Alderperson Raasch further explained the legal issues surrounding Town of Buchanan transportation utility and expressed concerns about other communities facing similar challenges in the future. Alderperson Raasch further expressed concerns about underfunding any option chosen for an extended period of time, just as staff is seeing from the referendum from 2006; funds do not stretch as far today as they did then. Board members expressed concerns about implementing any option without public input. Alderperson Hansen asked about special assessments, whether it would be implemented against all properties the same year, as the handout illustrates. Mr. Thoresen explained that each property may see the assessment some time in the 20 year cycle when the street by their home is improved.

RESULT: NO ACTION

14. Discuss Pond Trapping for 2021 and 2022

Eric Rakers, City Engineer, discussed pond trapping results from 2021 and 2022. Alderperson Carpenter asked how long the City has been trapping at the stormwater facilities. Mr. Rakers stated this was the first time. Alderperson Carpenter asked about the results showing a decrease at most locations. Mr. Rakers stated that all but one location saw a decrease, but mentioned that muskrats breed multiple times a year, making them harder to control. Alderperson Hansen asked about the notes from the contractor about tree/shrub clearing. Mr. Rakers noted on other summary sheets from the contractor, they remarked on the work that was completed. Mr. Rakers further explained that a lot of the work had been completed by the street department with a new brush mower.

RESULT: DISCUSSED

15. Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*

Eric Rakers, City Engineer, outlined the Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources for wastewater collection systems. The report verifies multiple aspects of funding and maintenance of the system. The City received good grades in all aspects of the report. Alderperson Raasch asked about cross contamination and flooding concerns along East River areas. Mr. Rakers stated there are possibilities but there have not been any issues from that. Mr. Rakers further explained the main issues are with inflow and infiltration and sump pump connections, or lack of sump pumps. Alderperson Carpenter outlined scenarios that would be reported as backups, but were ultimately the residents responsibility. Mr. Rakers illustrated how a backup can happen, both as a City responsibility (obstruction in a main) and resident responsibility (obstruction or broken lateral). Scott Thoresen, Public Works Director,

outlined from the NEW Water presentation in April, the importance of mitigating inflow and infiltration. Alderperson Raasch mentioned De Pere being ahead of other communities for mitigation. Mr. Rakers outlined steps the City has taken towards mitigation, the problematic areas of the City, and the work yet to be tackled. Mr. Rakers further explained the City being ahead on their facilities (lining mains, etc) but a lot of work is still needed on the private side of the system. Alderperson Ledvina mentioned Green Bay having a program of installing sump pumps when homes sold. Mr. Rakers stated that program was no longer in place based on state laws prohibiting it. Alderperson Ledvina asked about incorporating it with water meter battery changes. Mr. Thoresen stated they have a 20 year life. Alderperson Carpenter provided background on the City sump pump inspector from many years ago and expressed concerns about combining programs/problems and the issues it might cause for staff gaining access to properties. Mr. Thoresen explained his request to utilize ARPA funds for I&I mitigation efforts. Alderperson Carpenter moved to approve Compliance Maintenance Annual Report for Wastewater Collection and it's submission to the DNR, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

IV. Future Agenda Items

Alderperson Raasch requested bonding information presentation from Finance Director Joe Zegers
Alderperson Hansen requested ladder crosswalk evaluation at S. Ninth Street and Park Street

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:50 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action on Providing Funding for the Removal of Stumps in the Right of Way***

ATTACHMENTS:

- Memo.Stump Grinding (DOCX)
- 2022 0711 CE_BOPW_Stump Grinding Proposals (PDF)

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Marty Kosobucki
Date: July 11, 2022

RE: Stump Grinding/Request for funding

Staff Recommendation: Staff is requesting the Board of Public Works consider recommending additional funds be approved to hire a contractor to remove stumps in the terrace.

We received three bids from local contractors regarding a price per inch for stump grinding. We were not able to ask for a project price as contractors go "by the inch" and we do not have a catalog of each stump and their size. A summary is below of the bids we received.

Contractor	Price/inch for stump grinding only	Price/inch for complete removal and seeding	Method of Seeding	Notes
Best Stump Grinding	$1.75 per inch	$4.25 per inch	Seeding only	Also provided a price for stump removal and removal of infill. ($3 per inch)
Capelle	$3.50 per inch	$7.00 per inch	Seed with straw	
Ripleys Stump Grinding	$3-$6 per inch	$6-$12 per inch	Seed and straw	

We estimate we have 300 stumps throughout the City, and our best estimate is that the average stump size is 20-24". This does not include the stumps that will be coming from the 700 dead and dying trees. Using the low bid and computing 300 stumps at an average size of 24", we would estimate that

A) Stump removal is estimated to cost about $12,600, and
B) Complete stump removal and seeding is estimated to cost $30,600.

(The above numbers are based on the quote from low bid of Best Stump Grinding.)

Options:
There are several options in considering how to handle the growing issue of stumps in the terrace. I have laid out a couple of options to consider.

A) Request funding to begin stump removal (recommended to do stump removal and seeding) in 2022. Money would need to be approved by City Council and come from unassigned reserves.

B) Request funding in the 2023 Budget to hire a contractor for the purpose of removing stumps in the terrace.
C) Request a change in priorities related to stump removal for the Forestry Division.
    a. Potential standard – all stumps shall be removed within one year even if high risk trees remain.

Summary:

For the past two plus years our City Forestry staff has focused on the removal of dead and dying Ash Trees among their other tasks. Because the removal of dead and dying trees is a high safety concern, much of our efforts have been directed to the removal of trees. Tasks such as pruning requests, site visits, and removal of stumps have taken a back seat to our highest priority/high risk tasks as they are not a safety concern or cause a significant risk to the public. In the case of pruning we are many years behind. In the case of stumps in our right of ways, we were very close to being caught up with this task as of July 2021. (It is believed there were less than 50 stumps left to complete.) Since that time, we have taken down a fair amount of high risk trees and have not been back to remove the stumps. From a professional standpoint, we do not like this backlog of work and sympathize with landowners and residents who are impacted. In an effort to alleviate some of this backlog, we would like to propose additional funding to help with stump removals.

<u>Staff Scheduling/Work Priorities/Etc</u>
To help understand the situation we are in I would like to provide you with the following information explaining how we prioritize work, amount of work, amount of work that can be accomplished, etc…

- Staffing level
    - Currently have two full time arborists to maintain our urban forest and trees.
    - We will assign one of our full-time park employees to assist in forestry operations.
        - This happens mostly in the winter months, opposite when our Park operations are going at full steam.
    - We will periodically hire part time employees to assist in the forestry operations, however this is contingent on having skilled/experienced applicants to operate needed machinery.
- Priority Levels
    - Our forestry operations can change from day to day, however our main goal is to address safety/high risk concerns before anything. Below are the different type of tasks our forestry crews generally manage and the impacting information behind the task. This is not a complete list…just the tasks that make up most of our work. As you will see, I have not listed the tasks of stump removal, request pruning, general pruning, and miscellaneous tasks.
        - Safety concerns
            - Dead, dying, and/or compromised trees
                - Currently, the city has about 700 number of trees considered to be dead, dying, or a safety concern that are recommended to come down.
                    - About 650 of these trees are dead or dying Ash Trees from Emerald Ash Borer.
            - Storm damage

        - Storm damage is tough to project as we can not predict storms and the level of damage. However, it is very typical for our crew to work on storm damage for several weeks after a significant storm. Work after a storm consists of removing trees and limbs that have cracked and/or hanging and are causing a significant safety risk.
- City Construction projects
    - There are times within City sponsored construction projects that trees are required to be removed or pruned. These type of removals/pruning are restricted to a specific window of time.
    - Re-planting of these construction projects are leg by our Forestry Crews.
- Flag lowering and raising.
    - We are mandated by the state, often times on short notice to raise and lower flags. To date we have received 15 requests for flag lowering/raising and anticipate many more.
- Banners/Pots/Baskets/Decorations
    - Forestry staff is responsible for changing out the banner above Reid Street. Estimated to change out every 2-3 weeks.
    - Responsible for the distribution of 84 hanging pots and removal of them.
        - This takes about 3-4 days for set up, and an additional 3-4 days for removal
    - Holiday Decorations
        - Decorations throughout the downtown, roundabouts and throughout the city take 3-4 weeks of work to set up and another 2 weeks of take down.
    - Responsible for the changing and repair of banners throughout the downtown area and bridge.
        - Takes about 3 days to change out banners for the season.
- Planting
    - Planting season is a small window in the spring and fall but consumes about 10 - 15 days of work for our forestry crews during the spring and fall.
    - Resident purchases of terrace trees, park replanting, and memorial trees are planted during this time.
- Snow Plowing/Removal and Ice control
    - This is a seasonal task and contingent on weather. However, anytime we get snow, our operation takes about 2-3 days to do a full clean up.

<u>Tree Removal – Contractor</u>

We requested and received funding in 2022 for a contractor to remove trees. Proposals are due July 8 and we will be looking to approve a contractor over the next month and have them start sometime in August/September. While this funding will be helpful, we anticipate the funding to cover approximately

150-200 trees to be removed by the end of 2022. That leaves approximately 550 additional trees to be removed considered to be a safety risk.

If we would approach removals where just the contractor removes trees with the designated funding, we would be looking at an additional 3-4 additional years of removals before navigating through the current total of dead/dying trees. It is the City Forester's opinion that leaving dead/dying trees in the terrace is a significant safety risk. Therefore, our staff have been also working on tree removals as much as they can to expedite the removal of high risk/dead trees.

If we were to continue with a combined effort of staff and contractor removing trees, we would estimate that we would navigate through the current tree removal inventory in 1.5-2 years.

Proposed Quote

Company Name:____BEST Stump Grinding LLC _____

Company Representative:_____Tim Gilson_____

Company Address: _N3153 McCabe Rd Kaukauna, WI 54130 _____

Phone: __920-737-1381_____

Email:___beststump@gmail.com_____

Signature: _____Tim Gilson_____

Item	Fee
Price per inch for stump grinding	$ 1.75 per inch
Price per inch for stump grinding and removing infill	$ 3.00 per inch
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ 4.25 per inch
Total Fee	$ 1.75 or $3.00 or $4.25 per inch

Additional Information: (Please identify the method of seeding that will be used – hydroseeding, seeding with straw, seeding only, etc..)

Seeding only will be used.

Proposed Quote

Company Name: Capelle's Stump Grinding & Tree Service

Company Representative: Sarah Capelle

Company Address: 1110 crestwood Dr. Green Bay, WI 54313

Phone: 920 562 5214 Email: Capellelandworks@gmail.com

Signature: Sarah Capelle

Item	Fee
Price per inch for stump grinding	$ 3.50
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ 7.00
Total Fee	$

Additional Information: (Please identify the method of seeding that will be used – hydro seeding, seeding with straw, seeding only, etc..)

Seed with straw & watering would be used. Seed Composition would be a midwest mix

(Blue Grass, Rye Grass, Fescue)

Proposed Quote

Company Name: Ripley's Stump Grinding

Company Representative: Garrett Ripley

Company Address: 2567 White Pine rd. GB 54313

Phone: 920 660 4982 Email: ripleysstumpgrinding@yahoo.com

Signature:

Item	Fee
Price per inch for stump grinding	$ <20" $3 <30" $4 <50" $5 >50" $6
Price per inch for stump grinding, removing infill, backfilling with topsoil, and seeding	$ <20" $6 <30" $8
would use seed + straw	<50" $10 >51" $12
Total Fee	$

Measure Root Fair @ ground

Additional Information: (Please identify the method of seeding that will be used – hydro seeding, seeding with straw, seeding only, etc..)

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Request for Proposals for Phragmites Mitigation***

ATTACHMENTS:

- 2022 0711 CI_BOPW_Phragmites Mitigation Award (PDF)
- Merjent 2022 Phragmites Mitiation Proposal (PDF)
- 2022 0627 CE_2022_De_Pere_Phragmites_Mitigation (PDF)
- 2022 0627 Phragmites_Mitigation_Consultant_List (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: July 11, 2022

RE: **Consideration and possible action on award on Request for Proposals for Phragmites Mitigation***

The Engineering Department received a proposal for Phragmites Mitigation on June 27, 2022. The work is for treating phragmites on several swales, storm water ponds, and along the City's railroad spur line including the following:

- Trailside Pond and Upstream Swale
- Pecatonica Swale
- Terry Lane Swale in the Canadian National Railroad Right of Way
- City Railroad Swales Near Dog Park and off Venture Avenue

Staff sent the proposal to ten firms and only received one proposal. The proposal received is as follows:

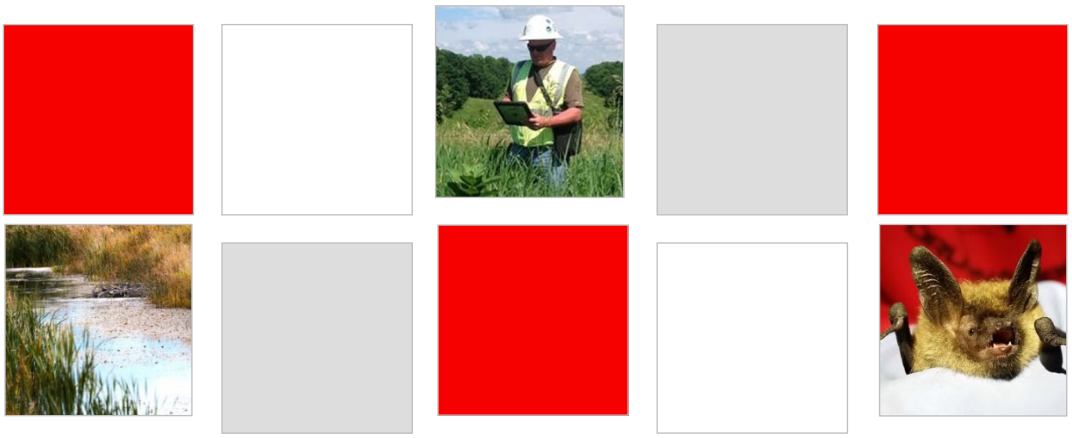
Contractor	Amount
Merjent	$3,930.00

The allocated budget amount for the project is $20,000.00 from the Storm Water Utility for work on the storm water facilities. Work on the City railroad spurs will be funded from TID's 11 and 12 which have annual maintenance budgets.

Due to the low cost, staff will look to add additional areas for phragmites treatment. There may be additional fees for the project due to Canadian National requirements to work in their right of way.

Staff's recommendation is to accept the proposal from Merjent in the amount of $3,930.00.

Attachments:
Merjent 2022 Phragmites Mitigation Proposal
2022 0627 CE_2022_De_Pere_Phragmites_Mitigation
2022 0626 Phragmites_Mitigation_Consultant_List



City of De Pere
Public Works- Engineering Department

Non-Native Phragmites Control

PRESENTED BY MERJENT, INC.
July 1, 2022

merjent

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CONFIDENTIALITY NOTICE

The information contained in this proposal is intended solely for the use of City of De Pere Public Works-Engineering Department in evaluating the ability of Merjent, Inc. to effectively and economically complete the proposed work for non-native phragmites control. The information in this proposal shall not be used for other purposes and shall not be duplicated or disclosed outside of the City of De Pere Public Works-Engineering Department.

INTRODUCTION

Merjent, Inc. (Merjent) appreciates the opportunity to present the City of De Pere Public Works-Engineering Department with this proposal for non-native phragmites control, as described in Request for Proposal (RFP) dated June 2022.

We appreciate the opportunity to propose on this project and our team stands ready to perform the work described in this proposal.

PROJECT TEAM QUALIFICATIONS AND HISTORY

Merjent

With offices in Kaukauna, Wisconsin and Minneapolis, Minnesota, Merjent is a full-service environmental firm with a long history serving the energy industry. We offer a wide range of services to clients in the oil and gas, biofuels, electric power generation and transmission, wind and solar energy, and transportation sectors; and we support government agencies and municipalities across the United States. We specialize in environmental permitting, surveys, inspection, compliance management, and ecological restoration with over 130 full-time employees with variable levels of dedicated field staff to support the demands of client and field service needs. Our team offers a full spectrum of environmental consulting, restoration, health and safety, and stakeholder engagement services.

Merjent's ecological restoration division, based out of Kaukauna, Wisconsin, contains an experienced ecological restoration team that has been providing innovative and sustainable solutions to challenging environmental issues for decades. With multiple leaders in the industry, project managers with over 10 years of experience, and experienced, educated, and motivated field staff, Merjent is positioned well to take on this project for the City of De Pere and give a fresh perspective to restoration work on their project sites. We provide a full range of ecological consulting and restoration services, with expertise in an extensive range of ecosystems and project types including wetland, prairie, savanna, woodland, lake and stream enhancement, shoreline stabilization, native landscaping, alternative stormwater management systems and detention basins, bioswales, raingardens.

Nutrien Solutions

Nutrien Solutions is a go-to vendor of Merjent's as a chemical product supplier and consultant for all things related to vegetation management. That includes projects involving forestry, turf and ornamental, vegetation management, invasive species, utility rights-of-way, and aquatic management. Beyond simply supplying product, their services include:

- Application Training
- Equipment Calibration
- Treatment and Product Performance Evaluation
- Site Assessments and Recommendations
- Invasive Species and Vegetation Management Plans/Control Prescriptions
- Product Testing/Monitoring
- Returnable/Refillable Container Program

Products anticipated for purchase to be used on this project include herbicide, surfactants, and dye. Additionally, consulting services will be used to help Merjent develop the most cost-effective approach to target species by selecting the best product for each scenario and target species to obtain the most effective control.

MERJENT SAFETY PROGRAM

Merjent values the safety and health of its employees above all else. A safety culture has been developed through senior leadership commitment, workforce engagement, and accountability at all levels. Managing risk is a responsibility of all staff and is administered through contract management, insurance, subcontractor management, and safety programs and policies. Merjent's safety performance is driven by more than just compliance. The adoption of industry best practices has enabled Merjent to achieve world-class safety performance.

Safety Officer

Merjent's Health and Safety Officer will be placed on the project to assist in promoting a safe working environment through the provision of regular safety talks, development of project-specific health and safety plan (HASP), regular safety assessments, and other activities as required.

On-Site Safety Plan

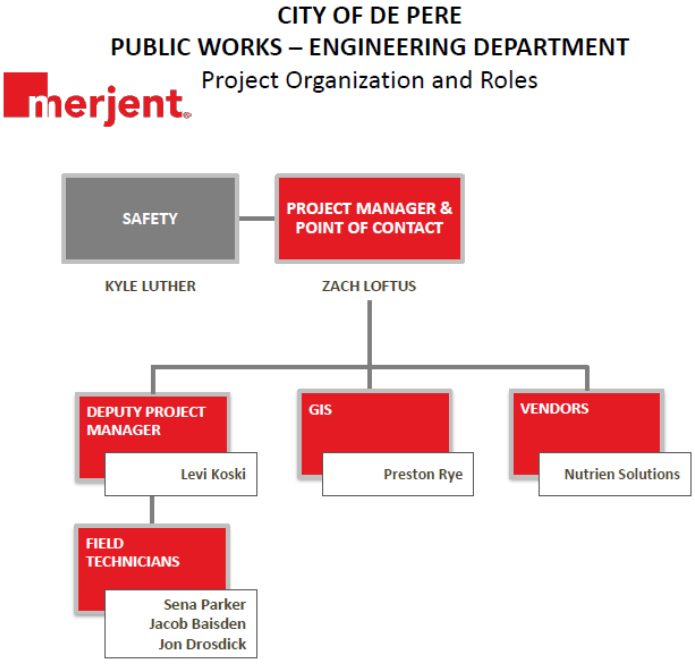
Merjent operates by having a field superintendent as the primary point person for safety on the project site. This includes developing a project-specific HASP prior to anyone being deployed in the field. This procedure documents the potential hazards of the particular job. A daily field level hazard assessment is then reviewed and signed by all team members, which outlines hazards and determines the level of appropriate Personal Protective Equipment (PPE) for the day.

General Personal Protection Equipment

PPE is supplied, maintained, and worn by all Merjent employees at all times while on a jobsite. Basic PPE includes high visibility shirt/vest, hardhats, boots, gloves, and safety glasses. Certain tasks like chainsaw work require more PPE such as chaps and face shields. PPE is inspected daily by staff and replaced when deemed compromised.

PROJECT STAFF QUALIFICATIONS

Merjent has assembled a team of experienced professionals ready to implement non-native phragmites control throughout the City of De Pere.



Project Management

To provide the highest quality of service and communication, Zach Loftus of Merjent will serve as Project Manager. Zach will be the primary point of contact for all correspondence and will serve as the Merjent point person for all activities, providing an efficient, streamlined communication channel. Zach is a Senior Project Manager responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Zach has over 12+ years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Zach's responsibilities include project estimating and review; proposal and contract generation; scheduling, coordination, and planning; recruiting and staffing; equipment/fleet management, budgeting, and forecasting. Zach also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment logistics.

Vegetation Management Team

Merjent has a full-service restoration team based in Kaukauna, Wisconsin. As shown above, Levi Koski will serve as Deputy Project Manager and will handle the day-to-day operations and project management involved under this project. Below are short bios on key team members. Appendix A contains full resumes of the key team members listed below.



Levi Koski, Deputy Project Manager. Levi is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration in both the public and private sectors. Levi specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and Managed Forest Law plan reviews. Levi has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

As deputy project manager, Levi will assist Zach with scheduling, coordination, and planning including daily field crew coordination, routing, client correspondence, progress tracking, quality assurance, and reporting.

Field Technicians. Merjent routinely employs seasonal field technicians to assist in the implementation of field work required for ecological restoration management. Merjent field crews are educated and have experience in native seeding, native planting, invasive species management, and erosion control. All staff are required to obtain proper herbicide certifications prior to their hire date and upon hire, display their native and invasive plant identification skills prior to going out into the field. Merjent field technicians typically have 1 to 3 years of field experience in natural area management and are either completing schoolwork or have recently graduated from an environmental degree program.

Preston Rye, GIS Analyst. Preston Rye is a GIS Analyst with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, and wetland delineation projects throughout the U.S.

Preston will serve as the Lead GIS staff on the project to coordinate and assist with map and data base development and maintenance.

Kyle Luther, Senior Analyst (Merjent). Kyle Luther is Merjent's Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in

environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

With Kyle's extensive background and experience in both safety and ecological restoration techniques, he will serve as a technical specialist and safety lead on this project and provide support to both the field staff and the City of De Pere as needed.

STATE HERBICIDE CERTIFICATIONS

Below, please find Merjent's Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) business and individual applicator herbicide license information. Business and individual applicator licenses are renewed annually, and applicators are re-tested for certification virtually (annually) or in-person (every 5 years), dependent on the current COVID-19 situation. Additionally, all field supervisor, equipment operators, and field technicians are required to obtain proper certification as a contingency of their hire. With that, if Merjent assigns or schedules applicators not listed below, certification and license numbers will be provided prior to any applications.

Wisconsin Commercial Pesticide Application Business License

- 93-027117-023555

Individual Commercial Applicator for Hire License

- Zachary Loftus – 323186
  - Category 5.0 and 6.0
- Levi Koski – 314990
  - Category 5.0 and 6.0
- Kyle Luther – 254898
  - Category 2.0 and 5.0
- Sena Parker– 509698
  - Category 5.0 and 6.0
- Jon Drosdick – 499793
  - Category 5.0 and 6.0
- Jacob Baisden – 500673
  - Category 5.0, and 6.0

MERJENT STAFF PROJECT EXPEREICNE AND REFERENCES

Merjent staff have successfully completed multiple projects similar to this project including scope, scale, terrain, and complexity throughout Wisconsin. As a group, we have annually complete thousands of acres of invasive species control across the state through targeted herbicide applications using a variety of herbicides, specifically timed to ensure the most effective treatment is completed, resulting in as minimal off-target damage as possible. We have custom built numerous pieces of equipment to allow us to access difficult and sensitive areas with little to no impact, and always utilize the best piece of equipment for each scenario we run into in an effort to complete the project in the most efficient and safe way possible.

Project Experience

Storm Water Pond Facility Maintenance-City of Green Bay (10 ponds), Village of Bellevue (13 ponds), Village of Howard (8 ponds), City of Oshkosh (12 ponds)

Project work included upland and emergent zone vegetation management. Tasks included consultation, design, species selection, seeding and live plugging, erosion control, planting maintenance, mowing, prescribed burning, invasive species management and monthly routine facility inspection reports.

Door County Soil and Water Department – Door County Invasive Species Control, Door County, WI

Project work included the herbicide treatment of wild parsnip and Japanese knotweed, and non-native phragmites totaling approximate 5.25 acres and 5 years of treatment of non-native phragmites on 453 acres across the entire county of Door in northeast Wisconsin. The project included public and private lands and along the lake shore. Equipment included backpack sprayers, UTV sprayer, and boats.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, WI

Project work included the herbicide treatment of wild parsnip, Japanese knotweed, and non-native phragmites totaling approximate 250 acres across the entire county of Kewaunee in northeast Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster.

University of Wisconsin-Green Bay – Toft Point State Natural Area- Baileys Harbor, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and within associated wetland communities. Methods included backpack spraying and cut stem applications as well documentation through treatment mapping.

Wisconsin Department of Natural Resource (WDNR) Natural Heritage Conservation (NHC) – State Natural Areas throughout Door County, WI

Project work included herbicide treatment of reed canary grass and non-native phragmites along Lake Michigan shoreline and multiple state natural areas. Methods included backpack spraying and cut stem applications as well treatment mapping. Additional work included cut stem treatment of woody invasive species on over 200 acres within Shivering Sands Preserve and Coffee Swamp State Natural Area (SNA), Door County, WI.

The Nature Conservancy (TNC) – Multiple sites throughout Door County, WI

Project work included herbicide treatments of non-native phragmites ad non-native cattail in the Mink River Estuary State Natural Area, Rowleys Bay, WI. Methods included spraying via boat, marshmaster, booms, skid sprayers, and backpack sprayers, as well as cut stem applications along Lake Michigan shoreline in *Iris lacustris* concern areas. Additional work included cut stem treatments of multiple woody invasive species within the Mink River Estuary SNA, Shivering Sands Preserve and Dunes Lake, Door County, WI.

Additional project work includes treatments of reed canary grass within the Piel Creek/Kangaroo Lake site and non-native cattail treatments within the Dunes Lake site.

U.S. Fish and Wildlife Service – St. Martin Island, MI & Plum Island, WI

Project work on St. Martin Island included herbicide treatment of reed canary grass, non-native phragmites and purple loosestrife along Lake Michigan shoreline. Methods included backpack spraying and treatment mapping. Project work on Plum Island included herbicide application site prep for pollinator planting as well as herbicide treatment of reed canary grass and non-native phragmites. Methods included booms spraying, backpack spraying and hand wicking in *Iris lacustris* concern areas.

Wisconsin Department of Natural Resource (WDNR) NHC – State Natural Areas throughout northeast Wisconsin

Project work included herbicide treatment of non-native phragmites and non-native cattail within six State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers.

Wisconsin Department of Transportation (WisDOT) – Statewide

Project work included 100's of acres of statewide non-native phragmites control within the right-of-way (ROW), 100's of acres of statewide remnant prairie management within the ROW, and 1,000's of acres of wetland mitigation bank management statewide. Tasks included invasive species management, herbicide, mowing, prescribed burning, mapping, and monitoring. Species treated included Wild Parsnip and Japanese Knotweed.

Ho-Chunk Nation - Shawano and Jackson County, WI

Project work included management on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

References

University of Wisconsin-Green Bay
Contact: Andrew LaPlant
Phone: (920) 327-9618
Email: Laplanta@usgb.edu

Wisconsin Department of Natural Resources
Contact: Jake Koebernik
Phone: (920) 360-3139
Email: Jacob.Koebernik@wisconsin.gov

Door County Soil & Water Department
Contact: Samantha Koyen
Phone: (920) 360-3139
Email: skoyen@co.door.wi.us

The Nature Conservancy
Contact: Kari Hagenow
Phone: (920) 333-1754
Email: KHagenow@tnc.org

Ho-Chunk Nation
Contact: Randy Poelma
Phone: (715) 299-2901
Email: randy.poelma@ho-chunk.com

NOTE: Additional project experience/examples are shown under resumes in Appendix A.

SITE KNOWLEDGE

Prior to implementing management on any site, Merjent takes the time to complete preliminary research. Merjent staff have reviewed the sites in person to understand the location, environment, current vegetative condition, plant community, special concerns, access, etc. Fully understanding the site and its use along with its current vegetative quality is key to developing a treatment strategy and plan that will be successful come implementation. Merjent staff have a wealth of professional experience working on numerous projects across a variety of plant community types throughout the state of Wisconsin including Brown County. Additionally, Merjent has thoroughly reviewed the sites via the provided maps, as well as reviewed the site in person. Staff have prior work experience nearby many of the listed sites. With this familiarity, Merjent has confidently formulated a treatment method that will yield successful results.

NOTE: Much of the criteria and information requested in this section is detailed throughout the remaining proposal.

PROJECT APPROACH

Permitting

Upon being awarded the contract, Merjent will initiate the WDNR Aquatic Plant Management Permit (APM) process. Permits will be submitted containing all required information within 2 weeks of being awarded the contract, including any public notification required. Permit treatment records will be complied and submitted within 2 weeks following the completion of treatments.

Project Documentation and Reporting

Merjent anticipates using an ArcGIS Online application loaded on the smartphones of all staff working on the project which will be used to locate, mobilize, document and track progress of the project. Shapefiles containing permitted properties and treatment populations provided by City of De Pere will be loaded onto a map dedicated to the project. Data entry attributes will be customized to fit the needs of the project along with any information required by DATCP and the Wisconsin DNR APM Permit treatment records. The following process is anticipated in regard to using this program for this project.

- The day prior to treatments, the deputy project manager will remotely plan and coordinate a treatment route for the crew on the ground using the ArcGIS map. This will include making the proper landowner notifications (if applicable), notifying the field crew on which properties they will be working on, approved access routes, herbicide solution, application method, and the equipment needed to complete the work on those properties. The project manager will also relay all the same information to the City of De Pere project manager daily.

- On the day of application, the field crews will use the map to navigate to the pre-planned property/treatment area, complete the treatment, detail any information needed for treatment records, attach a photo of the treatment area to the polygon, and change the landowner parcel from incomplete to complete (when applicable). Pending cellular service in the areas receiving treatments, all edits and additions made to the map will be updated in real time.

- At the completion of each work week, the Merjent GIS specialist will pull the data entered on the map by the field crews into a spreadsheet, which the deputy project manager will use to summarize the data to complete a treatment record form for each day. In our experience in completing projects similar to this, by attaching a spreadsheet detailing the properties which received treatments, the application type, the chemicals and quantities used, and the area of treatment to the APM Treatment Record form, a summarized per day treatment record will suffice for the WDNR APM Permit requirements. All this data can all be easily pulled and organized from the data entered in the field on the ArcGIS map and will be used for all reporting required as part of this project.

Through the use of this tool without supplemental GPS capabilities, 10 – 15 feet of accuracy is anticipated, which should be sufficient for locating and identifying mapped populations.

The use of ArcGIS Online allows for enhanced coordination and communication between the client and the contractor. If desired, access to the online treatment tracking map can be granted, which will give the City of De Pere project manager the ability to observe progress and treatment updates in real time. At the completion of the project, shapefiles of treatment areas and pdf maps will be provided to the City of De Pere.

Treatment Approach

Merjent will provide all staff, equipment, and materials for the completion of this project as stated in the RFP. Merjent anticipates using multiple herbicide application methods and equipment in the completion of these tasks. A low-volume foliar application method will be completed using backpack sprayers in low density areas, where targeted invasive species are co-mingled with native species, in effort to minimize damage to adjacent native plants. A UTV plus skid sprayer may be used in high density areas, where monocultures of target invasive species dominate. Appropriate surfactants, adjuvants, and carriers will also be used, including appropriate dyes, allowing treated areas to remain visible for multiple days after treatment. Merjent will also use all aquatic-approved formulations of herbicide in the completion of treatments on this project.

To complete the work in the most efficient and cost-effective manner, Merjent anticipates mobilizing a field crew of two staff to complete the treatments outlined under this project. By using a team of two, this will allow for one staff to communicate with the project manager, navigate during mobilizations, and complete additional documentation and project tracking while mobilizing from site to site. Field staff will be in constant communication with the project manager throughout each day of treatment, providing updates on progress and any issues they may run into along with updating the ArcGIS Online map in real time.

At the completion of treatment at each site, a customized placard/treatment sign will be installed outside of the treatment area and located at areas of access or high traffic.

Merjent plans to complete the treatment in 2 days, but a third day may be needed due to weather, i.e. if wind direction creates a risk of off site drift.

NOTE: Prior to conducting work within the railroad properties, Merjent staff will comply with first obtaining flagger training, in accordance with regulation of Canadian National, before working in the right-of-way.

Additionally, Merjent will not be utilizing subconsultants.

Project and Herbicide Safety

Merjent provides our staff with the information, tools, and proper PPE to complete a safe, effective, and compliant herbicide treatments. All herbicide applications performed by Merjent are conducted by properly licensed applicators, adhering to accepted industry standards, and in compliance to all label requirements. Safety data sheet documents are kept with all herbicide equipment. All safety protocol stated in these documents are followed. A spill kit containing absorbent material, soap, bags, paper towels, measuring cups, etc., is required for any herbicide work and is on site at all times during any application. Secondary containment is required for mixing and loading herbicide.

Prior to any field staff completing any application on any project, field crews are required to read the label and fully understand the chemical they are using and the application in which they are using it. We stress the importance of understanding the label for the applicator's safety and in an effort to protect the environment in which we are completing the application. Merjent also educates our field staff on herbicide BMP's including managing drift and minimizing off-target damage, which will be a heavy consideration based on site conditions and vegetation composition (described in more detail under *Herbicide Application Methods and Rates*).

PPE supplied ranges from safety glasses, chemical resistant gloves, long sleeve shirts, rubber knee boots, chest waders and in certain situations we have provided respirator masks and Tyvek suits. PPE is inspected daily by staff and replaced when deemed compromised.

Anticipated Equipment

Our available equipment that we anticipate use of in the completion of this project includes:

Truck's	1 X ¾ ton Ram 2500
UTV's	1 X UTV Tracked Unit
Trailer's	1 X 20 ft Equipment
UTV Implement	1 X 55-Gal Skid Sprayer
Backpack Sprayers	3-4 Gallon Sprayers
Trash Pumps	Honda Semi Trash
Water Tanks	1-275 Gal Tanks

Herbicide Application Methods and Rates

All herbicides, surfactants, and dye used under this project will be of an aquatic-approved formulation. Herbicide application methods and rates that we anticipate using in the completion of this project include:

Broadcast Spraying:
Completed via UTV with spray rig, focusing on larger, monoculture stands of target species with no pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including susceptible woody species such as cottonwood, aspen, ash or willow.

Spot Treatments:
Completed via backpack sprayer, focusing on smaller, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more desirable adjacent vegetation, including in wooded areas.

Stem Injection/Handwicking:
Completed via glove/by hand, focusing on very small, spotty stands of target species. This includes in areas with pre-identified sensitive or endangered species or other, more highly desirable adjacent vegetation.

Mixture:

-3 pints/acre imazapyr (Polaris®)
-3 pints per acre Glyphosate (Roundup Custom®)
-3 oz. per gallon surfactant (MSO)
-1 oz. per gallon dye (Hi-Lite Blue®)

SCHEDULE

Merjent has assembled a robust team with significant capacity to deliver on all aspects of this project. The workloads of our Project Manager and Field Technicians were specifically considered when developing a team to manage this project. Furthermore, the current workloads of other key staff were considered prior to submitting this proposal, and the entire team is available to the city through the duration of this project. Our team's current and planned workload enable us to be more than capable of providing the needed resources. We can be fully dedicated to this contract, resulting in meeting or exceeding deadlines. All upcoming projects and/or contractual commitments that we have to other clients will not affect our ability to deliver the services described in the RFP.

Timeline Schedule											
Item	**Description**	**2022 - 2026**									
#	Task	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
1.	Contracting										
2.	Apply for Permits										
3.	Kick off Meeting										
4.	Herbicide Treatments										
5.	Treatment Reporting										

Treatment Window

Non-native phragmites treatments will occur starting during the summer and be completed by September 30th or before first hard frost, whichever occurs first.

TREATMENT EFFICIENTCY

Treatment efficiency is anticipated to be accomplished in two ways which includes operational efficiencies, through project implementation, and biologically, through schedule and timing of treatments. Operationally efficiencies will be achieved through our customized treatment approach and continuous communication as detailed above. Overall treatment effectivity will be achieved through schedule and timing of applications. All target species will be treated when actively growing (not in a drought state) and according to plant phenology (when most susceptible) such as flowering stages and prior to senescence. By incorporating both these efficiency enhancement approaches, Merjent is confident we will meet and or exceed the control metrics detailed in the RFP.

ACREAGE TREATED

Merjent is willing and anticipates conducting treatments to all populations and acreage listed in the six treatment sites of the RFP, in their entirety. Additionally, Merjent is willing to work with the city to treat additional populations outside of scope of work listed on in the RFP as populations are discovered or reported through change orders.

COST PROPOSAL

Project Task	Unit	Quantity	Unit Price	Total
Kickoff Meeting	LS	1	$360.00	$360.00
Glyphosate (*including dye and surfactant)	Gal	2	$80.00/gal	$160.00
Imazapyr (*including dye and surfactant)	Gal	2	$102.50/gal	$205.00
Herbicide Application	SY	23,250	$0.12/SY	$2,790.00
Herbicide Treatment Records (*includes cost of aquatic permit application)	LS	1	$415.00	$415.00
Total				$3,930.00

NOTE: Costs estimates above assume Merjent is awarded all six treatment sites in full as described in the RFP. Merjent reserves the opportunity to adjust cost estimates if awarded only a portion of the work listed in the RFP.

APPENDIX A
Resumes

merjent

ZACHARY J. LOFTUS

PROFESSIONAL EXPERIENCE

Mr. Zach Loftus is a Senior Analyst responsible for managing ecological restoration projects and assist in the operations of Merjent's restoration program. Mr. Loftus has over 10 years of experience in the vegetation management industry throughout the Midwest and brings his ecological restoration and program management background to improve efficiency and assist with business development and program growth. Mr. Loftus responsibilities include project estimating and review, proposal and contract generation, scheduling, coordination, and planning, recruiting and staffing, equipment/fleet management, budgeting and forecasting, and business development. Mr. Loftus also designs, implements, and manages ecological restoration projects that involve native seed and plant installation/establishment, invasive species control, wetland mitigation, stream stabilization, remediation, and project monitoring. He regularly collaborates with local and regional teams to plan both short and long-term resource management activities, including field crew and equipment delegation.

SELECT PROJECT EXPERIENCE

Wisconsin Department of Transportation – Multiple Projects, Wisconsin
Client and Project Manager. From 2017 through 2021, Mr. Loftus has completed and/or been involved in 50+ projects with WisDOT, majority of which he was the project manager. Most projects focused primarily on vegetation management, although some were as a soliciting agent and construction oversight. A highlight of some of the projects is below.

Living Snow Fence – Completed 8 projects that included the site preparation and installation of ~45,000 bareroot shrubs, ~10,000 live stakes, 1,000 containerized shrubs, 150 balled and burlapped trees within and along ~20 miles of rights-of-way of 7 different Wisconsin Highways/Interstates to help prevent snow drift in pre-identified problem areas. This included the installation of weed barrier fabric and mulch around each shrub to assist maintenance visits which occurred every two weeks during the growing season on each project.

Wetland Mitigation – Annually completed 1000's of acres of targeted invasive species control on multiple wetland mitigation sites through NE and NW Wisconsin. Management techniques included biologically timed spot herbicide treatments, mowing, and prescribed fire.

Rest Area Vegetation Maintenance – Project included the establishment maintenance of ~115 balled and burlapped trees across 7 different WisDOT Rest Areas in NW Wisconsin. This also included detailed field reporting on current tree health and site conditions. In addition to this project, Zach also completed a hazard tree assessment on three different WisDOT Rest Areas throughout the state to determine trees that required pruning and/or removal that pose a risk to public safety. Once tree work was identified, Zach developed plan

sets, obtained quotes, and subcontracted local tree care vendors to complete the work. Zach then provided oversight on the tree work as it was completed.

Roadside Pollinator Prairie Conversion – Project included an approximate 2.5 mile stretch of right-of-way located on Hwy 26 outside of Watertown, WI. This project was a pilot project, as it was coupled with a living snow fence installation to determine the logistics and how economical completing both project in sync to determine the feasibility of future projects. The install included site preparation through herbicide treatments and prescribed fire. Seed installation was completed in the fall of 2021 and maintenance will continue for two years.

Roadside Pollinator Prairie Establishment Maintenance – Project included the establishment maintenance of ~275 acres of roadside prairie across ~80 sites within the rights-of-way of I-90 from Madison, WI to the Illinois border. Tasks included prescribed mowing, spot herbicide treatments, and supplemental seeding. Also, extensive reporting was completed following each site visit.

Ho-Chuck Nation – Multiple Projects, Wisconsin

Project Manager. This invasive species control project was focused on select high-quality natural areas on Ho-Chunk Nation properties located in Jackson and Shawano Counties, totaling nearly 400 acres. Using GPS data collected as part of an invasive species inventory completed in 2013, parcels were prioritized for treatment based on invasive species cover and densities, which were prioritized from very low to high. Field crews completed multiple herbicide applications annually from 2017 through 2021, targeting herbaceous invasive species in the growing season through foliar spot treatments, and targeting woody invasive species in the non-growing season through basal bark treatments. Field crews mapped populations as treatments using ArcGIS Online, which the collected data was used for tracking, reporting, and future adaptive management planning to ensure the success of each site.

Jensen Ecology – Multiple Projects, Wisconsin, Iowa, Minnesota

Project Manager. As a sub-contractor to Jensen Ecology, Mr. Loftus managed three projects where staff assisted in the installation and maintenance of approximately 43,000 bareroot trees and shrubs on 9 different islands of the Mississippi River in SW Wisconsin, SE Minnesota, and NE Iowa.

City of Madison, Madison Parks – Multiple Projects, Madison, Wisconsin

Project Manager. From 2017 through 2021, Zach managed multiple projects annually with Madison Parks. Projects primarily focus on invasive species control and ranged in tasks from early spring invasive treatments by spot foliar herbicide to woody invasive control by chainsaws removal and on-site burning with the use of skid steers and excavators.

JF Brennan Company – Mercury Marine Cedar Creek, Cedarburg, Wisconsin

Project Manager. As a subcontractor to JF Brennan Company, Zach managed this project which focused on shoreline and upland restoration following excavation of contaminated soils and placement of clean material on Cedar Creek located in Cedarburg, Wisconsin. Field tasks included soil grading, seeding, fertilizing and placement of erosion control material

throughout the shorelines and upland areas of the approximate 1.5-mile-long stream project site. Following the installation of erosion control material, additional shoreline stabilization efforts were completed through the installation of thousands of live stakes and hundreds of container shrubs. In addition, 200+ large ball and burlap trees were installed throughout City of Cedarburg Parks and multiple private landowner yards who were affected by the project.

Wisconsin Department of Natural Resources – Multiple Projects, Wisconsin
Project Manager. Over the past 5 years, Zach has managed a handful of different projects directly for the WIDNR which were all focused on invasives species control. One of the larger projects was focused on managing phragmites and cattails within six different State Natural Areas along the shores of Lake Michigan from Marinette, WI to Green Bay, WI. Treatments were also completed along the shorelines of the Peshtigo River. Field crews covered and treated over 500 acres of phragmites populations through a combination of foliar broadcast and spot spray applications using a range of equipment from boats, marshmaster, tracked UTV's, and backpack sprayers. This project consisted of an initial treatment in 2018 and a follow-up treatment in 2019. Results observed during the 2019 follow-up treatments showed the eradication of targeted species in certain areas and the successful kill of 90 – 95% of all targeted species in others

The Nature Conservancy and Door County Soil and Water Conservation District – Multiple Projects, Door County, Wisconsin
Project Manager. In 2016 and 2017, Zach assisted in the management and coordination of a project with The Nature Conservancy (TNC) to treat invasive cattail species in two sensitive habitat locations in Door County totaling over 130 acres: Dune Lake and Mink River Estuary. Field crews used different methods of application to treat the invasive cattails, such as backpack sprayers, boats, and marshmaster, due to the location of these invasive populations and the sensitive nature of the habitat involved. Zach also managed a project with annual treatments targeting reed canary grass on the Piel Creek/Kangaroo Lake property for TNC (2017 – 2021). This is also a high quality, sensitive site that required very controlled herbicide applications due to the threatened and endangered species habitat this site provides. Zach also managed a project with another round of cattail treatments on the Dunes Lake site under the Door County Soil and Water Conservation Department in 2020 prior to a large dredging project, which was completed by marshmaster and backpack sprayers.

GSG Consultants – Nicor Dubuque Phase 3 Sensitive Area Restoration, Galena, IL
Project Manager. From 2018 – 2020, Zach managed a project as a sub-contractor to GSG that focused on the restoration of 20+ waterways and wetlands post-construction on a ~10 mile stretch of right-of-way. Tasks included the seeding and placement of erosion control material within these areas. Much coordination and planning was executed to ensure the work was completed concurrent with active construction.

Illinois Department of Natural Resources – Mississippi Palisades Woody Removal
Project Manager. In the winter of 2019-20 and 2021, field crews completed ~60 acres of dry mesic and upland mesic forest enhancement through removal of woody invasive species and select native woody species on the south and west facing slopes of the Mississippi

Palisades State Forest. All work was completed by hand cutting via chainsaws due to the steep terrain.

Bay Lakes Regional Planning Commission – Kewaunee County Invasive Species Control, Kewaunee County, Wisconsin

Project Manager. In 2020, Zach assisted in the management and coordination a large scale, county-wide invasive species project for the Bay Lakes Regional Planning Commission that focused on the herbicide treatment of approximate 250 acres across the entire county of Kewaunee in NE Wisconsin. The project included public and private lands and along two river systems. Equipment included backpack sprayers, UTV sprayer, boat, and marshmaster. This very large project took rough 6 weeks and completed on budget and within the timeline set forth by the client with excellent treatment results.

American Transmission Company – Davey Resource Group Utility Forestry Contract, Wisconsin

Project Supervisor. Prior to joining Merjent, Mr. Loftus was responsible for the overall project management of a utility forestry contract under American Transmission Company's Vegetation Management Program. Mr. Loftus participated in multiple job tasks within the program including right-of-way vegetation control planning and coordinating through integrated vegetation management techniques, permitting, and assured quality of work.

EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Forest Management, B.S., Urban Forestry, University of Wisconsin-Stevens Point, 2012

ISA Certified Arborist (2013)

ISA Certified Utility Specialist (2015)

NWCG Burn Certifications: S-130, S-190, L-180 (2009)

Wisconsin Pesticide Applicator Certification: 5.0 Aquatic and Mosquito, 6.0 Right-of-Way

merjent

LEVI KOSKI

PROFESSIONAL EXPERIENCE

Levi Koski is an Ecological Restoration Ecologist with 11 years of professional experience in the natural resources' fields of fisheries, wildlife, forestry, endangered resources, and restoration. Mr. Koski specializes in wildlife habitat establishment and management, as well as ecological restoration including prescribed burning, invasive species management, and plant propagation, and sustainable forestry management with experience in timber cruising and marking and MFL plan reviews. Mr. Koski has expert experience in the field of prescribed burning, maintains burn boss certifications and is a U.S Department of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Prescribed Fire Practitioner. His expertise includes wetland mitigation planning and monitoring, ecological consulting services, ecological implementation services, and habitat management services.

SELECT PROJECT EXPERIENCE

Wetland Mitigation, Planning and Monitoring

Assisted with site identification, bank prospectus development, compensation site plan preparation, and agency approval. Monitored plant communities, invasive species and groundwater levels, perform tree and shrub inventories, record wildlife observations and preparation of annual reports. Projects include:

- Shoreland Leasing, Wetland Restoration, Brown County, WI
- Wisconsin Department of Transportation, 8 wetland mitigation banks, throughout Wisconsin
- Moses Creek Wetland Mitigation Site, City of Stevens Point, WI
- Menekaunee Harbor AOC Restoration, Marinette, WI

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Performed native community, plant and invasive species surveys and mapping. Projects include:

- Storm Water Facility Assessments, Village of Bellevue, WI
- Storm Water Facility Assessments, City of Green Bay, WI
- Storm Water Facility Assessments, Village of Howard, WI
- Storm Water Facility Assessments, City of Oshkosh, WI

Ecological Implementation Services

Perform various site preparation, seed and plant installation, herbivore protection and erosion control tasks associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Projects include:

- Native planting, protection and erosion control tasks around storm water ponds, City of Green Bay, Village of Bellevue and Village of Howard public works departments.

- Prairie installation, University Research Park, Madison, WI; City of Green Bay, WI and Wisconsin Department of Transportation.
- Native wet meadow seeding, Shoreland Leasing, Green Bay, WI.

Habitat Management Services

Conduct various invasive species control operations associated with restoration of native habitats including prairies, wetlands, shorelines, dunes, and woodlands. Tasks include mowing, cutting, spot herbicide treatments and seeding. Project examples include:

- Wisconsin Department of Natural Resources-invasive species removal-514 acres.
- Wisconsin Department of Transportation-invasive species removal-1,170 acres.
- The Nature Conservancy-invasive species removal-280 acres.
- Door County Land Trust-invasive species removal-25 acres.
- U.S. Fish and Wildlife Service-invasive species removal-30 acres.
- City of Green Bay-invasive species removal-7 storm water basins, native seeding-2 landfills-32 acres.
- City of Oshkosh-invasive species removal-15 storm water basins.
- Village of Bellevue-invasive species removal-15 storm water basins.
- Menekaunee Harbor AOC Restoration-invasive species removal, live planting native plugs.

Prescribed burning

Maintain position as burn boss and oversee a burn crew as well as implement prescribed burns. Tasks include construct Rx burn plans and maps, coordinate with state and local fire agencies to acquire burning permits, monitor weather, fuel conditions and burning restrictions, install burn breaks, oversee burning. Performed over 200 burns on over 2,500 acres in both the public and private sector. Projects include:

- Wisconsin Department of Natural Resources
- City of Green Bay, WI
- City of Oshkosh, WI
- Village of Bellevue, WI
- USDA NRCS
- University Research Park and Ultratec, Madison, WI
- Eden Stone, Valders, WI
- Heckrodt Wetland Reserve, Menasha, WI
- Baird Creek Preservation Foundation, Green Bay, WI
- Wisconsin Waterfowl Association, Abrams, WI
- Winnebago County Parks, Oshkosh, WI
- Oneida Nation of Wisconsin, Oneida, WI
- Multiple private land owners throughout Wisconsin

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EDUCATION, CERTIFICATIONS, AND TRAINING

B.S., Environmental Science and Policy, University of Wisconsin – Green Bay, Green Bay, WI, 2014

A.S., Natural Resources Tech, Fox Valley Technical College, Fox Valley, WI, 2011

S-190 Intro Wildland Fire Behavior

S-130 Basic Wildland Firefighting

L-180 Human Factors in Wildland Firefighting

S-290 Intermediate Wildland Fire Behavior

S-219 Firing Operations

S-390 Introduction to Fire Behavior Calculations

S-212 Wildland Fire Chainsaws

IS-700 Nat'l Incident Management Systems

IS-100 Incident Command System

WDNR Prescribed Burn Seminars

WI Pesticide Applicator (Cat. 5.0 and 6.0)

Fecon 90, 130 and 140 Forestry Mowers

CPR/AED/First Aid

ATV Safety

NHI Training

USDA Forest Service Qualified Cruiser

WDNR Chain Saw Safety

Tractor with bucket

ASV Posi Trak Skid Steer

Forklift

Trailering and Load Security

Winch and Recovery

Manage Forest Law

Silviculture Orientation

Forest Habitat Type Classification

Game of Logging - Clearing Saws

Game of Logging - Collegiate Chainsaw

WNRCS - Prescribed Fire Practitioner

merjent

PRESTON RYE

PROFESSIONAL EXPERIENCE

Preston Rye is a GIS Consultant with over four years of experience in environmental consulting, focusing on utility, transportation, and government clients. His expertise includes developing maps and performing spatial analysis for permitting and other client needs; creating and/or managing project data; publishing and hosting ArcGIS Online services and applications; training staff on the use of Esri software; and supporting field staff by setting up survey maps and processing field data. Mr. Rye has worked on electric/gas transmission, solar, environmental assessment (EA), and wetland delineation projects in Wisconsin, Michigan, Minnesota, Illinois, Indiana, Texas, and California. Furthermore, Mr. Rye has worked on projects for Wisconsin Department of Transportation, American Transmission Company (ATC), Wisconsin Public Service and other utility clients, while providing GIS support for multiple Wisconsin Department of Natural Resources (WDNR) In-Lieu Fee projects. Mr. Rye is well-versed in working with data provided by the WDNR, U.S. Army Corps of Engineers, U.S. Geological Survey, Wisconsin Historical Society, as well as other federal, state, and local data.

SELECT PROJECT EXPERIENCE

American Transmission Company – Howards Grove to Erdman CPCN Filing (2020-2022)

GIS Analyst. Provided GIS Support for ATC's Certificate of Public Convenience and Necessity and Certificate of Authority filings with the Public Service Commission (PSC) of Wisconsin (PSCW) along the 7-mile route from Howards Grove to Erdman Substations. Mr. Rye led the GIS effort by completing desktop analysis of environmental conditions, creating web maps to support field surveys, data processing, and creating maps and impact tables for WDNR concurrence and Utility General Permit 3 and NR216 permitting efforts. Mr. Rye also compiled the various tables and GIS data needed to support the PSC application.

Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)

GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for construction of a new 26-mile transmission line and two new substations in the Bayfield Peninsula, Wisconsin. Due to the sensitive resources within the project area, it was particularly important to provide thorough and spatially accurate resource reviews along the difficult terrain, facilitating the reduction and justification of impacts, and allowing for efficient agency review and approval to keep the project on schedule. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

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Confidential Client – Transmission Line Rebuild – Wisconsin (2020-2022)
GIS Analyst. Provided GIS support throughout regulatory applications and compliance needs for a project to replace 370 transmission line structures over approximately 100 miles stretching from the St. Croix River near Afton, Minnesota to near Stevens Point, Wisconsin. Due to the size and complexity of this project, special emphasis was placed on completing tasks efficiently and maintaining open communication with the client to ensure all work was being completed to their expectations. Mr. Rye provided extensive support for the project including geospatial analysis, impact calculations and reporting, client data integration and sharing, and map preparation for field surveys and permit applications.

American Transmission Company – Vegetation Management Screenings (2020-2022)
GIS Analyst. Mr. Rye performed hundreds of miles of desktop review throughout Wisconsin, Michigan, and Minnesota to support the endangered resources review. In addition, Mr. Rye assisted with the creation and management of the tables, maps, and letters to the WDNR.

American Transmission Company – Hiawatha NEPA Operating Plan – Hiawatha National Forest (2019-2020)
GIS Analyst. Provided GIS support as ATC updated their 30-year plan for operations and maintenance work conducted within the Hiawatha National Forest (Forest). Addressed issues around vegetation management, herbicide use, endangered species protection, wildfire protection, plus recreation and cultural resources. The operating plan accompanied an EA to satisfy the National Environmental Policy Act analysis required by the Forest to evaluate the impacts of ATC operations and maintenance on Forest resources. Mr. Rye provided extensive support for the project including geospatial analysis, sensitive species review and documentation, cultural resource mapping, client data integration and sharing, and online mapping including a project story map shared with the public and the US Environmental Protection Agency as part of the permitting process.

Wisconsin Department of Transportation – Multiple Delineation Projects (2020-2022)
GIS Analyst. Provided GIS support to field staff by creating ArcGIS Online survey maps for approximately 40 projects. Following field work, data was processed and delineation maps and tables were created to be included in the delineation report. Mr. Rye also converted GIS data to CAD to be provided to the client. Additional work was needed on several projects, such as a ~6,000-acre farmed wetland determination and desktop review of wetlands and waterways on a project spanning from Juneau to Columbia County.

Wisconsin Public Service – Multiple WR Projects (2018-2020)
GIS Specialist. Tasked with accurately converting engineering sketches into GIS data that could be used to guide field work and permitting. Approximately 70 projects were digitized and provided to field staff. Upon the completion of field work, Mr. Rye processed and provided the data to the client, as well as compiled various maps for permit needs.

Wisconsin Department of Natural Resources – Multiple In-Lieu Fee Projects (2018-2021)

GIS Specialist. Provided GIS support on multiple In-Lieu Fee sites, such as McMillian, Heinze, and Hallie Marsh. Assisted with the search for potential sites, address compilation and mailings, initial field work setup and data processing, conceptual design mapping, and post construction monitor mapping.

EDUCATION, CERTIFICATIONS, AND TRAINING

M.S., GIS Administration, University of West Florida, December 2021

B.S., Hydrology and Soil Science, University of Wisconsin – Stevens Point, May 2017

Natural Heritage Inventory (NHI) Training, WDNR, 2018

KYLE S. LUTHER

PROFESSIONAL EXPERIENCE

Kyle Luther is the Vice President of Safety with over 10 years of experience specializing in field safety. Kyle is also a Senior Environmental Analyst specializing in environmental field surveys, reporting, permitting, and project management in the Midwest for a variety of clients. Kyle represents his clients by providing safety plans, wetland delineations, vegetation surveys, hydrology monitoring, and erosion control monitoring. He conducts desktop reviews prior to fieldwork and prepares technical reports following field investigations. Kyle's ecological restoration background consists of safety coordination, management plans, native seeding, prescribed burning, and invasive species control on several prairie, wetland, and woodland restoration sites.

SELECT PROJECT EXPERIENCE

Reynolds Creek Wetland Mitigation Bank | Indiana (2020 – Present)
Field and safety lead for restoration activities that include site inspections, invasive species control, native seeding, and prescribing and implementing adaptive management plans guided by performance standards. Responsible for year-end reporting.

Rock Energy Cooperative | Southern Wisconsin and Northern Illinois (2017 – 2020)
Project Manager for the vegetation management and inventory of 500+ miles of distribution right-of-way. Responsible for leading field staff, preparing cost-estimates, proposals, permit applications, and year-end reports.

American Transmission Company – Badger Coulee | Wisconsin (2015 – 2020)
Field lead for pre- and post-construction surveys. Surveys consists of wetland delineations, invasive species documentation, and vegetation inventories for the Badger Coulee Segments 1-8.

Wisconsin Department of Transportation – Lost Creek Wetland Mitigation Site | Wisconsin (2016 – 2020)
Field lead for restoration, vegetation monitoring, and reporting. Data collection includes inventories at several locations and floristic quality assessments. Restoration activities included directing crews regarding pesticide applications, native seeding, prescribed burning, and selective woodland thinning. Prepared aquatic treatment permit applications and submitted treatment records.

Enbridge - Kalamazoo River Restoration, Line 6B | Michigan (2015 – 2016)
Field Manager responsible for leading field crews and coordination with the client regarding the invasive species control of several invasive species along the floodplain of the

Kalamazoo River. Treatment methods consisted of basal bark treatments, foliar spraying, and backpack wicking.

Enbridge - Kalamazoo Ceresco Dam Restoration, Line 6B | Michigan (2014)

Field Manager responsible for leading field crews and coordination with the client regarding the restoration of the historic floodplain of the Kalamazoo River. Duties consisted of constructing soil lifts, live-staking, native seeding, and erosion control blanket installation.

EDUCATION, CERTIFICATIONS, AND TRAININGS

B.S., Forestry and Business Administration, University of Wisconsin–Stevens Point, 2010

UW Extension, Critical Method in Wetland Delineation: 2019 - Present

Natural Heritage Inventory (NHI) Training, Wisconsin DNR: 2020

UW Extension, Plant Identification: Grasses, Sedges, Rushes Workshop (2018)

UW Extension, Wetland Hydrology Training: 2017

Wisconsin DNR Karner Blue Butterfly HCP Monitoring Training: 2016

OSHA 30-Hour Training: 2016

UW Extension, Hyrdic Soils Training: 2015

UW Extension, Basic Wetland Delineation Training: 2014

CPR and First Aid: 2014 - Present

NWCG Burn Certifications: S-130, S-190, L-180 (2013)

WI Pesticide Applicator's License: 2010 - Present

FISTA Basic Chainsaw Safety: 2010

APPENDIX B
Proposed Fee Schedule

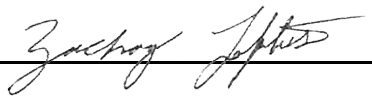
PROPOSED FEE SCHEDULE:

Company Name: Merjent, Inc.

Company Address Line 1: 126 N Speedway Lane, Building E

Company Address Line 2: Kaukauna, WI 54130

Company Representative: Zach Loftus

Signature: 

Fee (Total): $3,930.00

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$360.00	$360.00
B	Glyphosate	GAL	2	$80.00	$160.00
C	Imazapyr	GAL	2	$102.50	$205.00
D	Herbicide Application	SY	23,250	$0.12	$2,790.00
E	Herbicide Treatment Records	LS	1	$415.00	$415.00
				PROPOSAL TOTAL	$3,930.00

REQUEST FOR PROPOSALS
FOR
2022 PHRAGMITES MITIGATION

The City of De Pere would like to invite your firm to submit a proposal to complete phragmites mitigation within City-owned properties and stormwater management facilities.

Your proposal shall be submitted to Eric Rakers, City Engineer, by Wednesday, July 6 at 1:00 PM CDT. Proposals shall be submitted via email at erakers@deperewi.gov. All submitted proposals shall include the following:

1. A statement regarding the contractor's capacity to perform the work, including
   a. The number of people on the herbicide treatment team and their roles.
   b. The range of phragmites populations treated in a typical workday.
2. Indicate any services to be provided by subconsultants.
3. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individuals responsible for treatment, chemical storage, transport, and application.
4. Relevant experience and two references for similar work completed.

GENERAL INFORMATION:

City of De Pere is seeking qualified contractors for services to control invasive phragmites within City-owned properties and stormwater management facilities and Canadian National Railroad right-of-way behind Terry lane. Phragmites (Common Reed Grass, *Phragmites australis*) is a non-native variety of phragmites and is threating the ecological health of the City's stormwater facilities by displacing native vegetation.

The objective of this RFP is to chemically treat phragmites at locations identified by City staff using a combination of glyphosate and imazapyr. Application rates are further outlined in the scope of work. Within the past year, the City has mechanically cut phragmites to provide access for chemical treatment.

SCOPE OF WORK:

The chosen firm will be tasked in completing phragmites mitigation at locations designated by City staff. The majority of the correspondence and review will be completed via email and by phone with Eric Rakers, City Engineer. The treatment locations identified as part of this RFP are as follows:

1. Killarny Pond (Parcel #: ED-2807).
2. Drainage Ditch at 2184 Trailside Lane. Ditch is south of S. Melcorn Circle and west of Trailside Lane in the rear easement of Parcel #: ED-2804.

3. Pecatonica Pond outfall from the storm water detention pond to the East River. 798 Pecatonica Court (Parcel #: ED-2504). This ditch spans multiple parcels.
4. Rear drainage easement along Terry Lane on the Canadian National Railroad right-of-way. Starts at 2020-2022 Terry Lane (Parcel #: WD-758-103) and works south to 1110 Terry Lane (Parcel #: WD-D0079-2).
5. 2191 American Boulevard (Parcel #: WD-L176) along the City's rail spur.
6. 2010 Venture Avenue (Parcel #: WD-1049-2) along the City's rail spur.

Meetings

Prior to work start, the City will hold a kickoff meeting to review the phragmites treatment locations and the scope of the RFP with the consultant. All subconsultants shall be present for this meeting.

Chemical Treatment Preparation

The City has identified the following items requiring preparation in advance of the phragmites mitigation:

1. Identification of treatment date(s).
2. A brief description of the proposed phragmites treatment approaches including the proposed equipment to be used.
3. Submittal of material data safety sheets (MSDS) for both glyphosate and imazapyr including manufacturer's application and mixing directions.
4. Submittal of completion of flagger training requirements for work along the Canadian National (CN) railroad right-of-way.

Chemical Treatment

Treatment of phragmites shall be a combination of glyphosate and imazapyr applied after plants are in full bloom in late summer. The herbicide rate shall be three pints of glyphosate and three pints of imazapyr per acre.

The following tasks summarize the scope of work to be completed by the contractor:

1. Treat targeted species in the outlined areas of De Pere according to maps and data provided by the City. Locations identified are also subject to consultant's discretion, within the period specified in this request or as otherwise agreed upon by the selected contractor and the City.
2. Oversee and manage all herbicide application and other treatment efforts in cooperation with the City.
3. Provide notice to and coordination with De Pere prior to treatments.

4. Implement effective control treatment for Phragmites (Common Reed Grass, *Phragmites australis*) using established best management practices and in compliance with all label instructions and all applicable federal, state, and local regulations.
5. Follow the certification, licensing, and permit requirements as required by Wisconsin Administrative Code and administered by the Wisconsin Department of Natural Resources; the Wisconsin Department of Agricultural, Trade, and Consumer Protection for herbicide applicators; and local permitting requirements as necessary.
6. Follow the required reporting and recordkeeping obligations by tracking and submitting the location and type of invasive species treated for each population, including the date and method of treatment.

The consultant will call or meet at least once a day with the City to report job progress and receive new job assignments while work on this proposal is in progress.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on July 11 and July 19, 2022 for consideration and approval. Chemical treatment of phragmites is planned to take place during the summer dry season and completed by September 30, 2022.

INSURANCE:

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

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

FEE:

The proposed fee schedule shall be submitted on the attached form. The hours listed on the attached fee schedule are estimated and will be paid by actual hours completed. A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERABLES:

The deliverables for the phragmites mitigation project include the following:

1. Herbicide certification/licensing. Any applicator applying herbicides in a situation that requires certification or licensing by the Wisconsin Department of Agriculture, Trade, and Consumer Protection, according to Wisconsin Statutes and Wisconsin Administrative codes, must provide City of De Pere with a copy of its certification and/or license prior to field application.
2. Permit and treatment records. When a permit is required under Wisconsin Administrative Code, the contractor is responsible for completion and submittal of such permit.
3. Time and materials records. Records for work implemented under this project must be documented in an invoice or similar format. The records shall include the following information, as appropriate: name of contractor performing the work, appropriate professional titles and certifications, name of this project, dates and description of work, cost of equipment/supplies, and hours logged by date and multiplied by per hour rate.
4. Recommendations of future phragmites treatment measures that the City should undertake in the future.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the phragmites mitigation project:

1. Electronic maps of the phragmites treatment locations in either ArcGIS or AutoCAD format.
2. GPS coordinates of identified phragmites locations.
3. Staking and flagging of treatment locations and site square yardages.
4. Mechanical trimming of phragmites to allow for site access at locations identified by the consultant in advance of the treatment date. The City will require a minimum two week notice to mechanically trim for site access.

Additionally, the city will complete all notification to affected residents, businesses and the Canadian National Railroad prior to the treatment date. Additional costs for working on Canadian National Railroad right-of-way will be paid for by the City. These costs may include permit fees, flaggers, and/or consultant staff training.

A sample consultant agreement is attached.

PROPOSED FEE SCHEDULE:

Company Name: _____

Company Address Line 1: _____

Company Address Line 2: _____

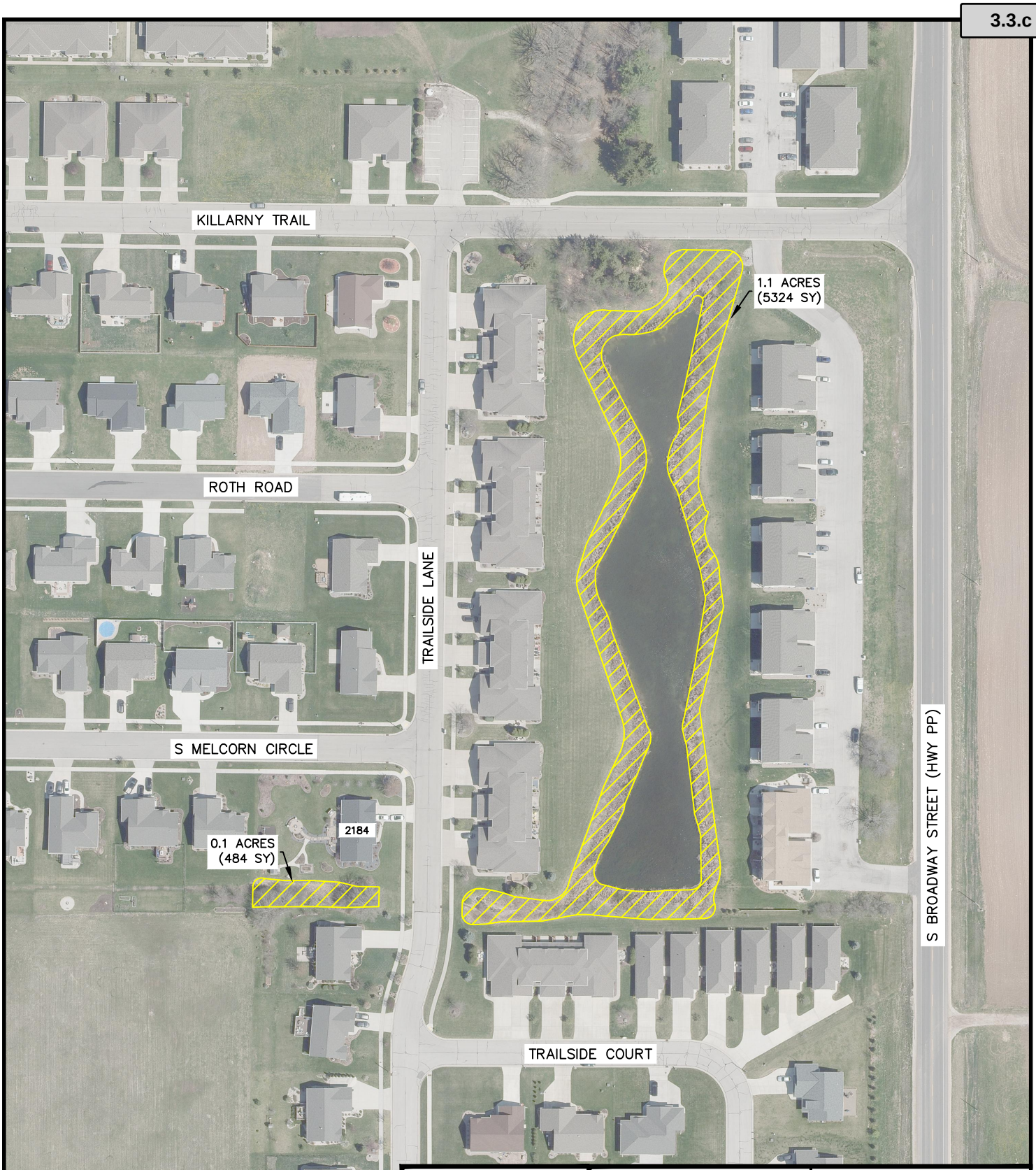
Company Representative: _____

Signature: _____

Fee (Total): _____

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Item #	Description	Unit	Quantity	Unit Price	Total
A	Kickoff Meeting	LS	1	$	$
B	Glyphosate	GAL	2	$	$
C	Imazapyr	GAL	2	$	$
D	Herbicide Application	SY	23,250	$	$
E	Herbicide Treatment Records	LS	1	$	$
				PROPOSAL TOTAL	$



N

0 75' 150'

DE PERE

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

LOCATION: #1 & #2

KILLARNY POND & 2184 TRAILSIDE DRAINAGE DITCH

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



DE PERE

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

LOCATION: #3

PECATONICA POND OUTFALL

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 100' 200'

DE PERE

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

LOCATION: #4

TERRY LANE DRAINAGE EASEMENT

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 125' 250'

DE PERE

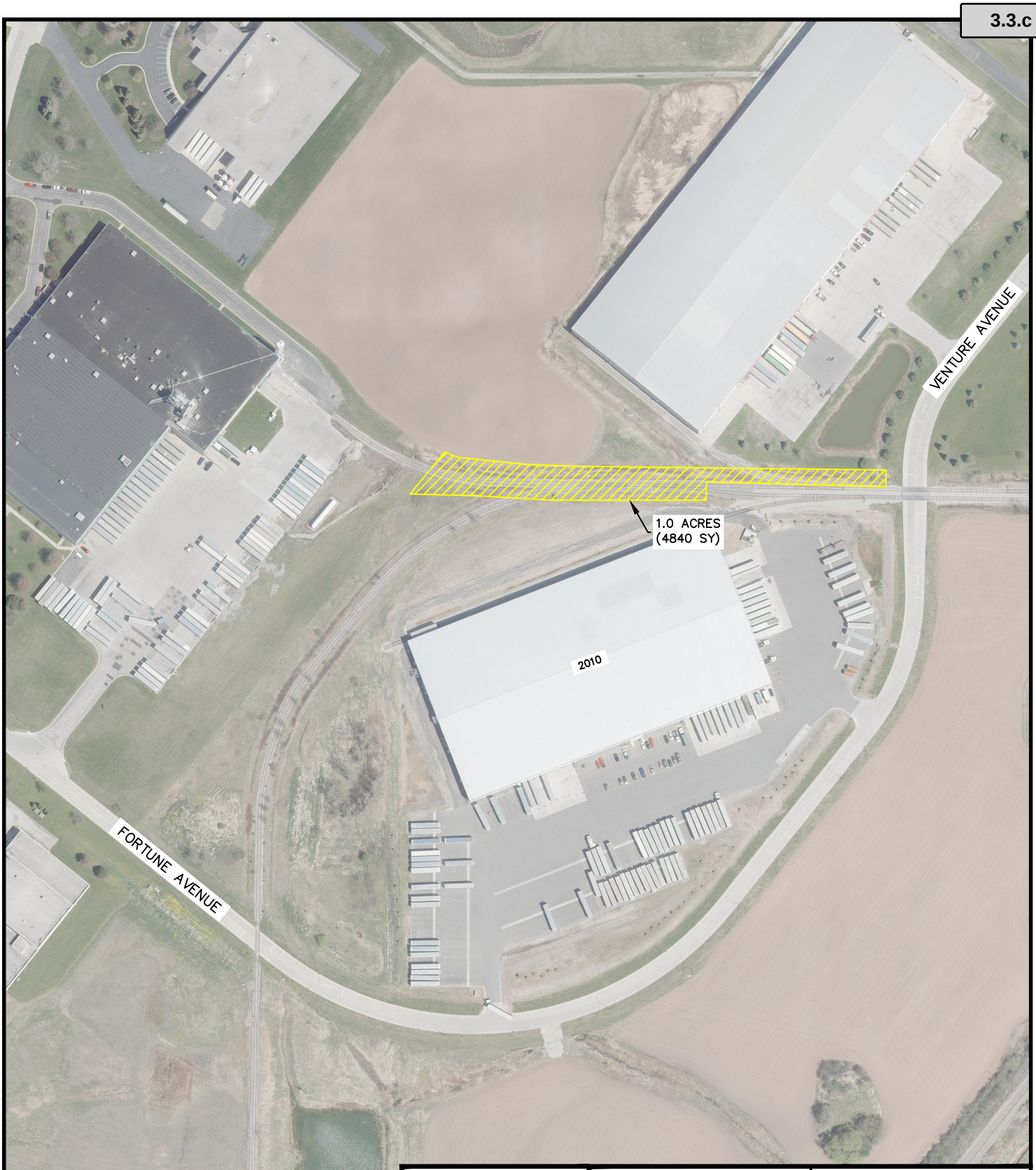
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

LOCATION: #5

2191 AMERICAN BOULEVARD

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK



N

0 125' 250'

DE PERE

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

LOCATION: #6

2010 VENTURE AVENUE

PROJECT: 2022 PHRAGMITES MITIGATION

DATE: 06/27/2022
BY: MAL
CHECKED: CKK

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____(CONSULTANT NAME)_____
(Project Name)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of_____(project description)_____ _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the __(date)__ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated (date) (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

SAMPLE

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

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

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

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

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

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

SAMPLE

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

SAMPLE

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

SAMPLE

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME) CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Name: _____ James G. Boyd, Mayor

By: _____ By: _____
Name: _____ Carey E. Danen, City Clerk

SAMPLE

J:\Law\Agreements\Consultant Agreement Template1-5-22.docx

City of De Pere
2022 Contractor List for Phragmites Mitigation

Business Name	Email	Address	Post Office	Phone
Integrated Lakes Management	info@ilmenvironments.com	961 S. Cogswell Street	Salem, WI 53168	262-977-7755
Clarke Aquatic Services, Inc.	clarkeaquatics@clarke.com	159 N. Garden Avenue	Roselle, IL 60172	630-488-9809
Tallgrass Restoration, LLC	info@tallgrassrestoration.com	3129 East County Road N	Milton, WI 53563	608-531-1768
Aquatic Enhancement & Survey, Inc.	sbanfield@aquaticenhancement.com	PO Box 1036	Angola, IN 46703	260-665-8226
Blue Heron Ministries, Inc.	stuartbheron1@hotmail.com	2955 W Orland Road	Angola, IN 46703	260-316-2498
Merjent	levi.koski@merjent.com	126 N Speedway Lane, Building E	Kaukauna, WI 54130	920-944-8837
Apple Valley Landscaping, LLC	bev@applevaleyllc.com	1670 Mar-El Road	De Pere, WI 54115	920-336-0667
Greenleaf Landscaping & Gardens	discovergreenleaf@gmail.com	6919 County Hwy PP	Greenleaf, WI 54126	920-864-7778
Schmidt's Landscaping & Nursery	bbinversie@tds.net	PO Box 87	Sheboygan Falls, WI 53085	920-565-3782
Willems Landscape Service, Inc.	willemslandscape@yahoo.com	3661 Creamery Road	De Pere, WI 54115	920-336-1749

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 22-09 Pond and Drainage System Construction***

ATTACHMENTS:

- 2022 0711 CI_BOPW_Reject_22-09 (PDF)
- 2022 0505 CE_Project 22-09_Bid Tabulation (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: July 11, 2022

RE: **Consideration and possible action on award of Contract 22-09 Pond and Drainage System Construction***

The Engineering Department received bids on Project 22-09 Pond and Drainage System Construction on May 5, 2022. The project consists of the construction of a new storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street. The bids received were as follows:

Contractor	Base Bid
Peters Concrete Company	$264,023.50
MCC, Inc.	$293,560.45
Soper Sewer & Water, LLC	$339,684.00

The City obtained a grant through the Wisconsin Department of Natural Resources (WDNR) in 2020 to construct this pond in 2022. The grant was obtained for a total project cost of $210,600 which is a 50/50 grant match. The WDNR portion was anticipated to be $97,800 for construction and $7,500 for design. The project cost came in $53,423.50 higher than budgeted.

As discussed in the June Board of Public Works meeting, there are several permits required for this project to construct the pond and cross the Fox River Trail. Due to the extended review and approval time for these permits, completion of the pond construction in 2022 as required by the WDNR grant would be unlikely. For example, the permit to cross the Fox River Trail typically takes a minimum of six months to receive approval from the WDNR. After speaking with the WDNR, an application to extend the grant to the end of 2023 can be submitted to allow the City to apply for the required permits and construct the pond.

Staff's recommendation is to reject the bid from Peters Concrete Company in the amount of $264,023.50 due to the budget deficiency. If rejected, staff would apply for the WDNR grant extension through 2023 and rebid the project for 2023 construction to potentially get lower prices. This would also allow additional time to permit the pond construction and Fox River Trail Crossing.

Attachments:
2022 0505 CE_Project 22-09 Bid Tab (PDF)

DE PERE

PROJECT 22-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TABULATION

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Peters Concrete Company		**MCC, Inc.**		**Soper Sewer & Water, LLC.**	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
STORM SEWER									
ST-01	Provide 42" RCP (Class III) Storm Sewer (Granular Backfill)	LF	32	$200.00	$6,400.00	$184.00	$5,888.00	$198.00	$6,336.00
ST-02	Provide 42" RCP (Class III) Storm Sewer (Natural Backfill)	LF	100	$184.00	$18,400.00	$166.00	$16,600.00	$179.50	$17,950.00
ST-03	Remove and Relay 36" RCP (Class III) Storm Sewer	LF	34	$181.50	$6,171.00	$150.00	$5,100.00	$183.50	$6,239.00
ST-04	Provide 24" RCP (Class III) Storm Sewer	LF	340	$85.95	$29,223.00	$89.00	$30,260.00	$93.00	$31,620.00
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	160	$52.80	$8,448.00	$67.00	$10,720.00	$57.50	$9,200.00
ST-06	Provide 12" PVC Storm Sewer	LF	110	$93.50	$10,285.00	$72.00	$7,920.00	$46.00	$5,060.00
ST-07	Provide 8' Diameter Storm Manhole (With Internal Weir)	VF	7	$2,097.00	$14,679.00	$1,830.00	$12,810.00	$2,293.00	$16,051.00
ST-08	Provide 6' Diameter Storm Manhole	VF	13	$1,061.00	$13,793.00	$1,090.00	$14,170.00	$1,193.00	$15,509.00
ST-09	Provide 4' Diameter Storm Manhole	VF	9	$693.00	$6,237.00	$820.00	$7,380.00	$934.00	$8,406.00
ST-10	Provide Pond Discharge Structure	EA	1	$4,690.00	$4,690.00	$4,460.00	$4,460.00	$3,738.00	$3,738.00
ST-11	Provide Type B Inlet	EA	2	$2,755.00	$5,510.00	$2,960.00	$5,920.00	$2,534.00	$5,068.00
ST-12	Connect to Structure and/or Existing Pipe	EA	3	$1,000.00	$3,000.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00
ST-13	Core Drill Existing Structure	EA	1	$650.00	$650.00	$1,200.00	$1,200.00	$1,520.00	$1,520.00
ST-14	Provide 42" RCP Endwall	EA	1	$3,000.00	$3,000.00	$2,350.00	$2,350.00	$2,986.00	$2,986.00
ST-15	Provide 24" RCP Endwall with Grate	EA	1	$3,000.00	$3,000.00	$2,625.00	$2,625.00	$3,196.00	$3,196.00
ST-16	Provide 12" RCP Endwall	EA	3	$1,200.00	$3,600.00	$1,070.00	$3,210.00	$1,229.00	$3,687.00
ST-17	12" Backflow Preventer (Tideflex Checkmate or Equal)	EA	1	$2,500.00	$2,500.00	$2,460.00	$2,460.00	$2,420.00	$2,420.00
ST-18	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$2,900.00	$2,900.00	$6,720.00	$6,720.00	$30,689.00	$30,689.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	IN	155	$35.00	$5,425.00	$35.00	$5,425.00	$92.00	$14,260.00
SD-02	Unclassified Excavation	CY	6150	$11.60	$71,340.00	$16.70	$102,705.00	$16.50	$101,475.00

PROJECT 22-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TABULATION

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Peters Concrete Company		**MCC, Inc.**		**Soper Sewer & Water, LLC.**	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-03	Provide Large Asphalt Patch (4" Depth Minimum)	SY	62	$95.00	$5,890.00	$75.50	$4,681.00	$95.00	$5,890.00
SD-04	Remove and Replace 24" Concrete Curb and Gutter	LF	35	$90.00	$3,150.00	$122.75	$4,296.25	$100.00	$3,500.00
SD-05	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	40	$3.00	$120.00	$3.00	$120.00	$5.00	$200.00
SD-06	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	4	$10.00	$40.00	$15.00	$60.00	$50.00	$200.00
SD-07	Landscaping-Topsoil, Fertilizer, Mesic Prairie Planting, and Erosion Mat	SY	3000	$5.15	$15,450.00	$5.00	$15,000.00	$3.40	$10,200.00
SD-08	Landscaping-Topsoil, Fertilizer, Mesic Prairie Planting, and Mulch	SY	200	$3.75	$750.00	$2.00	$400.00	$2.00	$400.00
SD-09	Landscaping-Topsoil, Seed, Fertilizer and Erosion Mat	SY	450	$3.75	$1,687.50	$4.50	$2,025.00	$3.00	$1,350.00
SD-10	Landscaping-Topsoil, Seed, Fertilizer and Mulch	SY	200	$4.00	$800.00	$2.50	$500.00	$2.00	$400.00
SPECIAL CONSTRUCTION									
SC-01	Pipe Foundation Stabilization	CY	20	$30.00	$600.00	$0.01	$0.20	$100.00	$2,000.00
SC-02	Adjust Manhole Provide New Casting	EA	1	$800.00	$800.00	$1,100.00	$1,100.00	$748.00	$748.00
SC-03	Provide Silt Fence	LF	170	$3.00	$510.00	$3.00	$510.00	$5.00	$850.00
SC-04	Bentonite Clay Dam on Sanitary Sewer	EA	1	$2,500.00	$2,500.00	$850.00	$850.00	$10,161.00	$10,161.00
SC-05	Inlet Protection Type D	EA	5	$135.00	$675.00	$150.00	$750.00	$135.00	$675.00
SC-06	Provide Medium Rip Rap w/ Geotextile Fabric (Type HR)	SY	150	$38.00	$5,700.00	$30.00	$4,500.00	$44.00	$6,600.00
SC-07	Tracking Pad	EA	1	$1,500.00	$1,500.00	$1,045.00	$1,045.00	$2,000.00	$2,000.00
SC-08	Remove and Reset Existing Fence, Remove and Replant Existing Apple Trees	LS	1	$4,600.00	$4,600.00	$6,200.00	$6,200.00	$4,600.00	$4,600.00
			TOTAL BID:		**$264,023.50**		**$293,560.45**		**$339,684.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition***

ATTACHMENTS:

- 2022 0711 CI_BOPW_Award_22-11 (PDF)
- 2022 0630 CE_Project 22-11_Bid Tabulation (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: July 11, 2022

RE: **Consideration and possible action on award of Contract 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition***

The Engineering Department received bids for Project 22-11 2022 Utility and Street Construction Waterview Heights Fifth Addition on June 30, 2022. The project involves the construction of streets, corresponding utilities, and stormwater treatment facilities for the new Waterview Heights Fifth Addition on the City's west side on Parcels WD-D0104 and WD-L496. This project will add 70 single family and duplex lots and one multi-family lot. The bids received are as follows:

Contractor	Total Bid
Feaker & Sons Co., Inc	$3,373,145.50
David Tenor Corporation	$3,441,682.60
Kruczek Construction, Inc.	$3,444,444.44
Dorner, Inc.	$3,507,567.50
PTS Contractors, Inc.	$3,610,000.00
Jossart Brothers, Inc.	$3,628,081.50
Advance Construction, Inc.	$3,636,053.50
Superior Sewer & Water, Inc.	$3,729,881.80

The entirety of this project is developer funded.

Staff's recommendation is to accept the bid from Feaker & Sons Co., Inc. in the amount of $3,373,145.50 contingent upon the Developer signing a Public Infrastructure Improvement Agreement to fund the requested improvements.

Attachments:
2022 0630 CE_Project_22-11_Bid Tabulation (PDF)

DE PERE

Project 22-11
2022 Utility and Street Construction Waterview Heights Fifth Addition

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Feaker & Sons Co Inc		David Tenor Corporation		Kruczek Construction Inc.		Dorner Inc.		PTS Contractors, Inc		Jossart Brothers, Inc.		Advance Construction Inc.		Superior Sewer and Water inc.	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Sanitary Sewer																			
SS-01	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	4700	$75.00	$352,500.00	$83.00	$390,100.00	$89.00	$418,300.00	$88.00	$413,600.00	$82.00	$385,400.00	$85.00	$399,500.00	$108.70	$510,890.00	$89.50	$420,650.00
SS-02	Provide 4" PVC Sanitary Sewer Lateral	LF	3410	$47.00	$160,270.00	$50.00	$170,500.00	$57.00	$194,370.00	$50.00	$170,500.00	$58.00	$197,780.00	$54.00	$184,140.00	$64.00	$218,240.00	$52.00	$177,320.00
SS-03	Provide Sanitary Sewer Risers	VF	140	$60.00	$8,400.00	$55.00	$7,700.00	$60.00	$8,400.00	$76.00	$10,640.00	$73.00	$10,220.00	$70.00	$9,800.00	$60.00	$8,400.00	$52.00	$7,280.00
SS-04	Provide 8" x 4" Sanitary Wye	EA	80	$140.00	$11,200.00	$100.00	$8,000.00	$85.00	$6,800.00	$200.00	$16,000.00	$95.00	$7,600.00	$125.00	$10,000.00	$82.00	$6,560.00	$145.00	$11,600.00
SS-05	Provide 4' Diameter Sanitary Sewer Manhole	VF	260	$405.00	$105,300.00	$440.00	$114,400.00	$400.00	$104,000.00	$436.00	$113,360.00	$530.00	$137,800.00	$435.00	$113,100.00	$427.00	$111,020.00	$467.00	$121,420.00
SS-06	Core Drill Sanitary Manhole	EA	3	$1,500.00	$4,500.00	$1,200.00	$3,600.00	$500.00	$1,500.00	$1,691.00	$5,073.00	$2,075.00	$6,225.00	$2,000.00	$6,000.00	$9,000.00	$27,000.00	$452.00	$1,356.00
SS-07	Connect to Existing Sanitary Sewer	EA	3	$2,275.00	$6,825.00	$950.00	$2,850.00	$900.00	$2,700.00	$1,672.00	$5,016.00	$1,950.00	$5,850.00	$3,000.00	$9,000.00	$2,766.00	$8,298.00	$3,500.00	$10,500.00
SS-08	Reconstruct Existing 4' Diameter Manhole	EA	1	$1,880.00	$1,880.00	$1,000.00	$1,000.00	$550.00	$550.00	$2,650.00	$2,650.00	$1,235.00	$1,235.00	$1,000.00	$1,000.00	$1,800.00	$1,800.00	$3,200.00	$3,200.00
SS-09	Remove Existing Sanitary Manhole and Reconnect Sanitary Sewer	LS	1	$2,000.00	$2,000.00	$7,500.00	$7,500.00	$3,700.00	$3,700.00	$5,038.00	$5,038.00	$1,260.00	$1,260.00	$10,600.00	$10,600.00	$5,000.00	$5,000.00	$4,100.00	$4,100.00
Storm Sewer																			
ST-01	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	235	$34.00	$7,990.00	$33.00	$7,755.00	$32.00	$7,520.00	$30.00	$7,050.00	$33.00	$7,755.00	$34.00	$7,990.00	$37.00	$8,695.00	$42.00	$9,870.00
ST-02	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	2410	$34.00	$81,940.00	$35.00	$84,350.00	$37.00	$89,170.00	$34.00	$81,940.00	$34.00	$81,940.00	$34.00	$81,940.00	$38.45	$92,664.50	$42.00	$101,220.00
ST-03	Provide 12" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	480	$48.00	$23,040.00	$51.00	$24,480.00	$54.00	$25,920.00	$40.00	$19,200.00	$48.00	$23,040.00	$49.00	$23,520.00	$73.00	$35,040.00	$55.50	$26,640.00
ST-04	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1230	$39.00	$47,970.00	$41.00	$50,430.00	$45.00	$55,350.00	$37.00	$45,510.00	$42.00	$51,660.00	$39.00	$47,970.00	$42.60	$52,398.00	$46.00	$56,580.00
ST-05	Provide 15" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	30	$54.00	$1,620.00	$57.00	$1,710.00	$73.00	$2,190.00	$44.00	$1,320.00	$62.00	$1,860.00	$54.00	$1,620.00	$77.50	$2,325.00	$64.00	$1,920.00
ST-06	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1115	$46.00	$51,290.00	$48.00	$53,520.00	$52.00	$57,980.00	$47.00	$52,405.00	$50.00	$55,750.00	$45.00	$50,175.00	$49.00	$54,635.00	$51.00	$56,865.00
ST-07	Provide 18" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	60	$59.00	$3,540.00	$66.00	$3,960.00	$86.00	$5,160.00	$62.00	$3,720.00	$68.00	$4,080.00	$62.00	$3,720.00	$85.00	$5,100.00	$66.00	$3,960.00
ST-08	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	1090	$64.00	$69,760.00	$66.00	$71,940.00	$74.00	$80,660.00	$63.00	$68,670.00	$61.00	$66,490.00	$65.00	$70,850.00	$64.00	$69,760.00	$65.80	$71,722.00
ST-09	Provide 24" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	85	$74.00	$6,290.00	$88.00	$7,480.00	$96.00	$8,160.00	$69.00	$5,865.00	$94.00	$7,990.00	$92.00	$7,820.00	$101.00	$8,585.00	$81.00	$6,885.00
ST-10	Provide 30" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	710	$88.00	$62,480.00	$90.00	$63,900.00	$98.00	$69,580.00	$86.00	$61,060.00	$80.00	$56,800.00	$87.00	$61,770.00	$85.20	$60,492.00	$89.00	$63,190.00
ST-11	Provide 36" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	620	$122.00	$75,640.00	$125.00	$77,500.00	$135.00	$83,700.00	$125.00	$77,500.00	$115.00	$71,300.00	$135.00	$83,700.00	$121.50	$75,330.00	$122.00	$75,640.00
ST-12	Provide 36" PVC, RCP Class III, or PP Storm Sewer (Granular Backfill)	LF	60	$144.00	$8,640.00	$160.00	$9,600.00	$162.00	$9,720.00	$134.00	$8,040.00	$153.00	$9,180.00	$114.00	$6,840.00	$163.00	$9,780.00	$141.00	$8,460.00
ST-13	Provide 42" PVC, RCP Class III, or PP Storm Sewer (Natural Backfill)	LF	55	$171.00	$9,405.00	$150.00	$8,250.00	$190.00	$10,450.00	$153.00	$8,415.00	$150.00	$8,250.00	$170.00	$9,350.00	$150.00	$8,250.00	$147.00	$8,085.00
ST-14	Provide 6" PVC Storm Sewer Lateral	LF	2650	$34.00	$90,100.00	$33.00	$87,450.00	$35.00	$92,750.00	$34.00	$90,100.00	$39.00	$103,350.00	$36.00	$95,400.00	$41.50	$109,975.00	$46.00	$121,900.00
ST-15	Provide 8" x 6" Storm Branch or Inserta-Tee	EA	2	$155.00	$310.00	$130.00	$260.00	$111.00	$222.00	$262.00	$524.00	$130.00	$260.00	$150.00	$300.00	$130.00	$260.00	$168.00	$336.00
ST-16	Provide 12" X 6" Storm Branch or Inserta Tee	EA	18	$200.00	$3,600.00	$200.00	$3,600.00	$172.00	$3,096.00	$316.00	$5,688.00	$185.00	$3,330.00	$225.00	$4,050.00	$185.00	$3,330.00	$220.00	$3,960.00
ST-17	Provide 15" X 6" Storm Branch or Inserta Tee	EA	6	$200.00	$1,200.00	$200.00	$1,200.00	$172.00	$1,032.00	$316.00	$1,896.00	$185.00	$1,110.00	$225.00	$1,350.00	$185.00	$1,110.00	$220.00	$1,320.00
ST-18	Provide 18" X 6" Storm Branch or Inserta Tee	EA	5	$200.00	$1,000.00	$200.00	$1,000.00	$172.00	$860.00	$316.00	$1,580.00	$185.00	$925.00	$225.00	$1,125.00	$185.00	$925.00	$220.00	$1,100.00
ST-19	Provide 24" X 6" Storm Branch or Inserta Tee	EA	9	$200.00	$1,800.00	$200.00	$1,800.00	$172.00	$1,548.00	$316.00	$2,844.00	$185.00	$1,665.00	$225.00	$2,025.00	$185.00	$1,665.00	$220.00	$1,980.00
ST-20	Provide 30" X 6" Storm Branch or Inserta Tee	EA	12	$200.00	$2,400.00	$200.00	$2,400.00	$172.00	$2,064.00	$316.00	$3,792.00	$185.00	$2,220.00	$225.00	$2,700.00	$185.00	$2,220.00	$220.00	$2,640.00
ST-21	Provide 36" X 6" Storm Branch or Inserta Tee	EA	10	$200.00	$2,000.00	$200.00	$2,000.00	$172.00	$1,720.00	$316.00	$3,160.00	$185.00	$1,850.00	$225.00	$2,250.00	$185.00	$1,850.00	$220.00	$2,200.00
ST-22	Provide 4' Diameter Storm Manhole	VF	210	$580.00	$121,800.00	$580.00	$121,800.00	$658.00	$138,180.00	$600.00	$126,000.00	$640.00	$134,400.00	$640.00	$134,400.00	$481.00	$101,010.00	$545.00	$114,450.00
ST-23	Provide 5' Diameter Storm Manhole	VF	60	$825.00	$49,500.00	$800.00	$48,000.00	$900.00	$54,000.00	$871.00	$52,260.00	$1,060.00	$63,600.00	$1,200.00	$72,000.00	$730.00	$43,800.00	$776.00	$46,560.00
ST-24	Provide 6' Diameter Storm Manhole	VF	15.5	$905.00	$14,027.50	$975.00	$15,112.50	$1,050.00	$16,275.00	$980.00	$15,190.00	$1,100.00	$17,050.00	$1,280.00	$19,840.00	$900.00	$13,950.00	$951.00	$14,740.50
ST-25	Provide 4' Diameter Storm Manhole Inlet	VF	57	$695.00	$39,615.00	$580.00	$33,060.00	$780.00	$44,460.00	$842.00	$47,994.00	$768.00	$43,776.00	$735.00	$41,895.00	$573.00	$32,661.00	$637.00	$36,309.00
ST-26	Provide 5' Diameter Storm Manhole Inlet	VF	20.5	$935.00	$19,167.50	$800.00	$16,400.00	$1,050.00	$21,525.00	$1,169.00	$23,964.50	$1,180.00	$24,190.00	$1,400.00	$28,700.00	$805.00	$16,502.50	$867.00	$17,773.50
ST-27	Provide Type A Inlet	EA	7	$2,165.00	$15,155.00	$2,300.00	$16,100.00	$1,900.00	$13,300.00	$2,282.00	$15,974.00	$2,300.00	$16,100.00	$2,300.00	$16,100.00	$2,220.00	$15,540.00	$2,475.00	$17,325.00
ST-28	Provide Type B Inlet	EA	36	$2,985.00	$107,460.00	$2,850.00	$102,600.00	$2,300.00	$82,800.00	$2,847.00	$102,492.00	$2,900.00	$104,400.00	$2,925.00	$105,300.00	$2,900.00	$104,400.00	$3,030.00	$109,080.00
ST-29	Provide 12" RCP Endwall	EA	6	$815.00	$4,890.00	$820.00	$4,920.00	$700.00	$4,200.00	$1,005.00	$6,030.00	$980.00	$5,880.00	$600.00	$3,600.00	$600.00	$3,600.00	$556.00	$3,336.00
ST-30	Provide 15" RCP Endwall	EA	1	$860.00	$860.00	$875.00	$875.00	$700.00	$700.00	$1,107.00	$1,107.00	$1,025.00	$1,025.00	$700.00	$700.00	$655.00	$655.00	$624.00	$624.00
ST-31	Provide 24" RCP Endwall	EA	2	$1,055.00	$2,110.00	$1,225.00	$2,450.00	$1,600.00	$3,200.00	$1,416.00	$2,832.00	$1,280.00	$2,560.00	$900.00	$1,800.00	$900.00	$1,800.00	$826.00	$1,652.00
ST-32	Provide 42" RCP Endwall	EA	1	$2,350.00	$2,350.00	$2,700.00	$2,700.00	$2,800.00	$2,800.00	$2,811.00	$2,811.00	$2,675.00	$2,675.00	$2,000.00	$2,000.00	$2,300.00	$2,300.00	$3,608.00	$3,608.00
ST-33	Pond Discharge Structure	EA	2	$4,960.00	$9,920.00	$7,750.00	$15,500.00	$5,300.00	$10,600.00	$4,590.00	$9,180.00	$5,500.00	$11,000.00	$5,800.00	$11,600.00	$5,500.00	$11,000.00	$5,015.00	$10,030.00
Water Main																			
W-01	Provide 8" PVC Water Main (Natural Backfill)	LF	2500	$46.00	$115,000.00	$52.00	$130,000.00	$48.50	$121,250.00	$46.00	$115,000.00	$47.00	$117,500.00	$49.00	$122,500.00	$48.70	$121,750.00	$52.00	$130,000.00

DE PERE

Project 22-11
2022 Utility and Street Construction Waterview Heights Fifth Addition

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6		Bidder No. 7		Bidder No. 8	
				Feaker & Sons Co Inc		David Tenor Corporation		Kruczek Construction Inc.		Dorner Inc.		PTS Contractors, Inc		Jossart Brothers, Inc.		Advance Construction Inc.		Superior Sewer and Water inc.	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
W-02	Provide 8" PVC Water Main (Granular Backfill)	LF	280	$60.00	$16,800.00	$73.00	$20,440.00	$64.00	$17,920.00	$60.00	$16,800.00	$61.00	$17,080.00	$68.00	$19,040.00	$84.00	$23,520.00	$66.00	$18,480.00
W-03	Provide 12" PVC Water Main (Natural Backfill)	LF	2100	$75.00	$157,500.00	$83.00	$174,300.00	$79.50	$166,950.00	$79.00	$165,900.00	$76.00	$159,600.00	$86.00	$180,600.00	$76.75	$161,175.00	$80.00	$168,000.00
W-04	Provide 1" HDPE Water Service	LF	2530	$25.00	$63,250.00	$25.00	$63,250.00	$31.00	$78,430.00	$24.00	$60,720.00	$36.00	$91,080.00	$40.00	$101,200.00	$20.00	$50,600.00	$37.00	$93,610.00
W-05	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	1	$1,225.00	$1,225.00	$900.00	$900.00	$843.00	$843.00	$828.00	$828.00	$1,500.00	$1,500.00	$800.00	$800.00	$900.00	$900.00	$597.00	$597.00
W-06	Provide 1" Corporation and Curb Stop	EA	80	$555.00	$44,400.00	$510.00	$40,800.00	$480.00	$38,400.00	$576.00	$46,080.00	$625.00	$50,000.00	$580.00	$46,400.00	$600.00	$48,000.00	$504.00	$40,320.00
W-07	Provide 6" Gate Valve	EA	3	$1,860.00	$5,580.00	$1,640.00	$4,920.00	$1,500.00	$4,500.00	$1,463.00	$4,389.00	$1,850.00	$5,550.00	$2,000.00	$6,000.00	$1,457.00	$4,371.00	$1,551.00	$4,653.00
W-08	Provide 8" Gate Valve	EA	13	$2,550.00	$33,150.00	$2,220.00	$28,860.00	$2,200.00	$28,600.00	$2,180.00	$28,340.00	$2,550.00	$33,150.00	$2,800.00	$36,400.00	$2,045.00	$26,585.00	$2,145.00	$27,885.00
W-09	Provide 12" Gate Valve	EA	8	$4,400.00	$35,200.00	$3,925.00	$31,400.00	$3,900.00	$31,200.00	$3,646.00	$29,168.00	$4,425.00	$35,400.00	$4,900.00	$39,200.00	$3,630.00	$29,040.00	$3,707.00	$29,656.00
W-10	Provide Connection to Existing Water Main	EA	2	$1,200.00	$2,400.00	$1,250.00	$2,500.00	$900.00	$1,800.00	$2,250.00	$4,500.00	$1,820.00	$3,640.00	$2,500.00	$5,000.00	$2,940.00	$5,880.00	$3,920.00	$7,840.00
W-11	Provide Connection to Existing Water Main 8"x 8" Tapping Tee and Valve	EA	2	$5,315.00	$10,630.00	$5,350.00	$10,700.00	$4,900.00	$9,800.00	$5,450.00	$10,900.00	$5,430.00	$10,860.00	$5,900.00	$11,800.00	$6,777.00	$13,554.00	$7,215.00	$14,430.00
W-12	Provide Hydrant (7' Bury)	EA	4	$5,300.00	$21,200.00	$5,025.00	$20,100.00	$5,200.00	$20,800.00	$5,464.00	$21,856.00	$5,430.00	$21,720.00	$5,400.00	$21,600.00	$5,055.00	$20,220.00	$5,226.00	$20,904.00
W-13	Provide Hydrant (6.5' Bury)	EA	11	$5,150.00	$56,650.00	$4,800.00	$52,800.00	$5,100.00	$56,100.00	$5,501.00	$60,511.00	$5,290.00	$58,190.00	$5,250.00	$57,750.00	$4,920.00	$54,120.00	$5,100.00	$56,100.00
W-14	Provide 6" PVC Hydrant Lead	LF	51	$36.00	$1,836.00	$40.00	$2,040.00	$71.00	$3,621.00	$42.00	$2,142.00	$78.00	$3,978.00	$40.00	$2,040.00	$42.00	$2,142.00	$41.00	$2,091.00
W-15	Provide 6" PVC Service	LF	23	$44.00	$1,012.00	$50.00	$1,150.00	$84.00	$1,932.00	$49.00	$1,127.00	$65.00	$1,495.00	$40.00	$920.00	$47.00	$1,081.00	$41.00	$943.00
W-16	Provide Water Main Offset	EA	3	$2,075.00	$6,225.00	$2,850.00	$8,550.00	$4,900.00	$14,700.00	$4,938.00	$14,814.00	$4,020.00	$12,060.00	$4,600.00	$13,800.00	$3,800.00	$11,400.00	$5,630.00	$16,890.00
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	$1,515.00	$1,515.00	$850.00	$850.00	$600.00	$600.00	$1,722.00	$1,722.00	$1,740.00	$1,740.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$300.00	$300.00
W-18	Provide 1" HDPE with Plug, 50' in Length	EA	80	$135.00	$10,800.00	$80.00	$6,400.00	$62.00	$4,960.00	$315.00	$25,200.00	$67.00	$5,360.00	$50.00	$4,000.00	$60.00	$4,800.00	$1,505.00	$120,400.00
Street and Drainage																			
SD-01	Provide Clearing and Grubbing	LS	1	$29,700.00	$29,700.00	$26,000.00	$26,000.00	$6,464.44	$6,464.44	$39,334.00	$39,334.00	$64,633.00	$64,633.00	$25,500.00	$25,500.00	$25,000.00	$25,000.00	$55,300.00	$55,300.00
SD-02	Topsoil Stripping (Fill Areas)	SY	10000	$3.05	$30,500.00	$3.06	$30,600.00	$1.35	$13,500.00	$3.00	$30,000.00	$3.00	$30,000.00	$3.10	$31,000.00	$1.50	$15,000.00	$2.33	$23,300.00
SD-03	Unclassified Excavation (Street)	CY	5000	$9.35	$46,750.00	$6.45	$32,250.00	$6.50	$32,500.00	$6.30	$31,500.00	$6.40	$32,000.00	$9.55	$47,750.00	$7.00	$35,000.00	$3.88	$19,400.00
SD-04	Unclassified Excavation (Pond)	CY	18800	$4.85	$91,180.00	$5.23	$98,324.00	$4.00	$75,200.00	$4.10	$77,080.00	$4.20	$78,960.00	$4.05	$76,140.00	$6.00	$112,800.00	$3.33	$62,604.00
SD-05	Provide 1 1/4" Crushed Aggregate Base Course, 12" thick	SY	19900	$10.75	$213,925.00	$9.95	$198,005.00	$8.50	$169,150.00	$9.80	$195,020.00	$9.90	$197,010.00	$10.95	$217,905.00	$8.55	$170,145.00	$9.36	$186,264.00
SD-06	Provide 3/4" Crushed Aggregate Base Course (2' Wide)	SY	160	$13.25	$2,120.00	$11.08	$1,772.80	$17.85	$2,856.00	$10.90	$1,744.00	$11.00	$1,760.00	$13.50	$2,160.00	$12.50	$2,000.00	$52.00	$8,320.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	SY	15950	$9.37	$149,451.50	$9.37	$149,451.50	$9.60	$153,120.00	$9.50	$151,525.00	$9.60	$153,120.00	$9.55	$152,322.50	$9.37	$149,451.50	$9.54	$152,163.00
SD-08	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	SY	15950	$13.73	$218,993.50	$13.73	$218,993.50	$14.00	$223,300.00	$13.90	$221,705.00	$14.10	$224,895.00	$14.00	$223,300.00	$13.73	$218,993.50	$14.00	$223,300.00
SD-09	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	10350	$16.25	$168,187.50	$16.25	$168,187.50	$16.60	$171,810.00	$16.40	$169,740.00	$16.70	$172,845.00	$17.00	$175,950.00	$16.25	$168,187.50	$16.44	$170,154.00
SD-10	Provide 8" Concrete Pad for CBU	SY	30	$75.00	$2,250.00	$75.00	$2,250.00	$85.00	$2,550.00	$86.90	$2,607.00	$88.00	$2,640.00	$78.00	$2,340.00	$80.00	$2,400.00	$83.66	$2,509.80
SD-11	Provide 4" Concrete Sidewalk and Ramp	SY	1350	$62.00	$83,700.00	$62.00	$83,700.00	$67.00	$90,450.00	$73.20	$98,820.00	$74.50	$100,575.00	$65.00	$87,750.00	$66.50	$89,775.00	$62.72	$84,672.00
SD-12	Provide Detectable Warning Field (Natural)	EA	28	$300.00	$8,400.00	$300.00	$8,400.00	$300.00	$8,400.00	$303.00	$8,484.00	$308.00	$8,624.00	$315.00	$8,820.00	$28.00	$784.00	$303.00	$8,484.00
SD-13	Landscaping - Topsoil, Seed, Fertilizer and Hydroseeding	SY	33700	$1.90	$64,030.00	$2.50	$84,250.00	$2.00	$67,400.00	$2.50	$84,250.00	$2.50	$84,250.00	$1.90	$64,030.00	$3.00	$101,100.00	$3.33	$112,221.00
SD-14	Landscaping - Topsoil, Seed Mix No. 10, Fertilizer and Temporary Erosion Control Blanket (Class I) for Pond Slopes	SY	5200	$2.45	$12,740.00	$2.50	$13,000.00	$2.00	$10,400.00	$2.40	$12,480.00	$2.40	$12,480.00	$2.50	$13,000.00	$3.85	$20,020.00	$3.76	$19,552.00
SD-15	Landscaping - Topsoil, Seed Mix No. 10, Fertilizer and Temporary Erosion Control Blanket (Class I) for Drainage Swales	SY	19000	$2.45	$46,550.00	$2.50	$47,500.00	$2.00	$38,000.00	$2.40	$45,600.00	$2.40	$45,600.00	$2.50	$47,500.00	$3.50	$66,500.00	$3.05	$57,950.00
Special Construction																			
SC-01	Provide Silt Fence	LF	6000	$2.00	$12,000.00	$2.50	$15,000.00	$2.00	$12,000.00	$2.50	$15,000.00	$2.60	$15,600.00	$2.05	$12,300.00	$1.90	$11,400.00	$1.90	$11,400.00
SC-02	Provide Erosion Bales	EA	36	$35.00	$1,260.00	$10.30	$370.80	$25.00	$900.00	$10.00	$360.00	$10.00	$360.00	$36.00	$1,296.00	$18.00	$648.00	$12.25	$441.00
SC-03	Inlet Protection Type A	EA	13	$150.00	$1,950.00	$95.00	$1,235.00	$100.00	$1,300.00	$101.00	$1,313.00	$108.00	$1,404.00	$153.00	$1,989.00	$125.00	$1,625.00	$107.00	$1,391.00
SC-04	Inlet Protection Type D	EA	48	$130.00	$6,240.00	$110.00	$5,280.00	$87.00	$4,176.00	$126.00	$6,048.00	$100.00	$4,800.00	$133.00	$6,384.00	$65.00	$3,120.00	$100.00	$4,800.00
SC-05	Rip Rap Erosion Control	SY	90	$20.00	$1,800.00	$20.00	$1,800.00	$45.00	$4,050.00	$25.00	$2,250.00	$25.00	$2,250.00	$19.50	$1,755.00	$85.00	$7,650.00	$30.00	$2,700.00
SC-06	Tracking Pad	EA	3	$1,100.00	$3,300.00	$1,200.00	$3,600.00	$1,500.00	$4,500.00	$1,212.00	$3,636.00	$1,200.00	$3,600.00	$1,100.00	$3,300.00	$1,000.00	$3,000.00	$2,870.00	$8,610.00
SC-07	Install Cluster Mailbox Unit Locations	EA	4	$500.00	$2,000.00	$500.00	$2,000.00	$2,200.00	$8,800.00	$271.00	$1,084.00	$465.00	$1,860.00	$2,000.00	$8,000.00	$500.00	$2,000.00	$465.00	$1,860.00
		TOTAL BID:			**$3,373,145.50**		**$3,441,682.60**		**$3,444,444.44**		**$3,507,567.50**		**$3,610,000.00**		**$3,628,081.50**		**$3,636,053.50**		**$3,729,881.80**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: **July 11, 2022**

DEPARTMENT: **Engineering**

FROM: **Eric Rakers**

SUBJECT: **Consideration and possible action on award of Request for Proposals for Project 22-21 Pond Trapping***

ATTACHMENTS:

- 2022 0711 CI_BOPW Award 22-21 (PDF)
- 2022 0707 Suburban Proposal (PDF)
- Project_22-21_Trapping_RFP (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: June 11, 2022

RE: **Consideration and possible action on award on Request for Proposals for Project 22-21 Pond Trapping***

The Engineering Department received a proposal for Project 22-21 Pond Trapping on July 7, 2022. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds are experiencing issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. The proposal was sent to two trappers. The proposal received is as follows:

Contractor	Amount
Suburban Wildlife Solutions, LLC	$15,650.00

The allocated budget amount for the project is $20,000.00 from the Storm Water Utility.

Staff's recommendation is to accept the proposal from Suburban Wildlife Solutions, LLC in the amount of $15,650.00.

Attachments:
2022 0707 Suburban Proposal
Project 22-21 Trapping RFP

Date 6-30-2022

Proposed Fee Schedule

Company Name: Suburban Wildlife Solutions LLC.

Company Address: N1940 County Road CC

Company Address: Kaukauna, WI 54130

Company Representative: Kurt Schroeder

Signature: Kurt Schroeder

Item #	Description	Unit	Quantity	Total
Fall 2022 Trapping				
Fall-01	SW Business Park Pond System	ACRES	29.2	$ 3172.00
Fall-02	Honeysuckle Pond and Swale	ACRES	8.4	$ 1,621.00
Fall-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$ 1,732.00
Fall-04	Killarny Pond	ACRES	3.4	$ 800.00
Spring 2023 Trapping				
Spring-01	SW Business Park Pond System	ACRES	29.2	$ 3,172.00
Spring-02	Honeysuckle Pond and Swale	ACRES	8.4	$ 1,621.00
Spring-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$ 1,732.00
Spring-04	Killarny Pond	ACRES	3.4	$ 800.00
			PROPOSAL TOTAL	$ 14,650.00

* Cost to add Professional Liability insurance if it is deemed needed. $ 1,000.00

Total with Professional liability = 15,650.00

* The city opted to not take this Policy in 2021

Request for Proposals
For
Trapping Services

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in Fall of 2022 and Spring of 2023.

Your proposal must be submitted to our office by Thursday, July 7, 2022 at 1:00 p.m.

GENERAL INFORMATION:
The City of De Pere conducts annual inspection of its storm water facilities. We are finding these facilities are experiencing damage to pond embankments and vegetation because of muskrats. The purpose for this Request for Proposals (RFP) is to obtain services to trap muskrats around these storm water facilities.

SCOPE OF SERVICES:
The City shall grant the selected Trapper exclusive rights for trapping muskrats only on or around the following City storm water facilities:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
4. Killarny Pond

Muskrat removal shall consist of two trapping periods at each pond, one in the fall of 2022 and the second in the spring of 2023. Each trapping period shall last seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

The trapper is required to follow Wisconsin Trapping Regulations, latest edition, as set forth by the Wisconsin Department of Natural Resources.

SCHEDULING:
This RFP will result in an agreement between the City of De Pere and the selected Trapper on or around the City's storm water Facilities terminating March 31, 2023.

SITE ACCESS

Access each site as noted below and on the exhibits. Any on street parking must be accompanied by traffic control, meeting the standards set for in the United States Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) to protect vehicles. Access to each individual pond is anticipated to be as follows:

1. Exhibit #1: SW Business Park Pond System
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
    - Southbridge Road
    - American Court
    - Samantha Park
    - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
    - Lawrence Drive Parking Lane
    - Red Maple Extended west of American Boulevard
    - Parking on the grassed terrace on American Boulevard (See Exhibit #5 for traffic control requirements.)
3. Exhibit #3: Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
    - Access site from Preserve Trail
4. Exhibit #4: Killarny Pond
    - Access site from Killarny Trail on the north side of the pond.

INSURANCE:

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

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

The Trapper shall comply with all DNR regulations and licensing requirements in conducting any trapping on or around the City's storm water facilities.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. A company fee schedule shall be attached for additional services offered that are not shown on the attached form. Licensure fees for muskrat trapping shall be considered incidental to the submitted unit prices.

DELIVERY:

E-mail, in PDF format, copies of trapping results specific for each storm water facility to the City Engineer. Hard copies will not need to be provided. Trapping results shall include days trapping and the number of muskrats caught.

ADDITIONAL INFORMATION:

The City will provide the following services as part of this project:

- Written notice to nearby residents of ongoing trapping activities.
- Trim vegetation around ponds if needed. Advance notice will need to be provided so the City can schedule required trimming.

A sample consultant agreement is attached. The attached agreement template is for solicitation purposes only. The selected proposal will have the ability to work with the City to modify certain terms of the attached agreement.

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name:_____

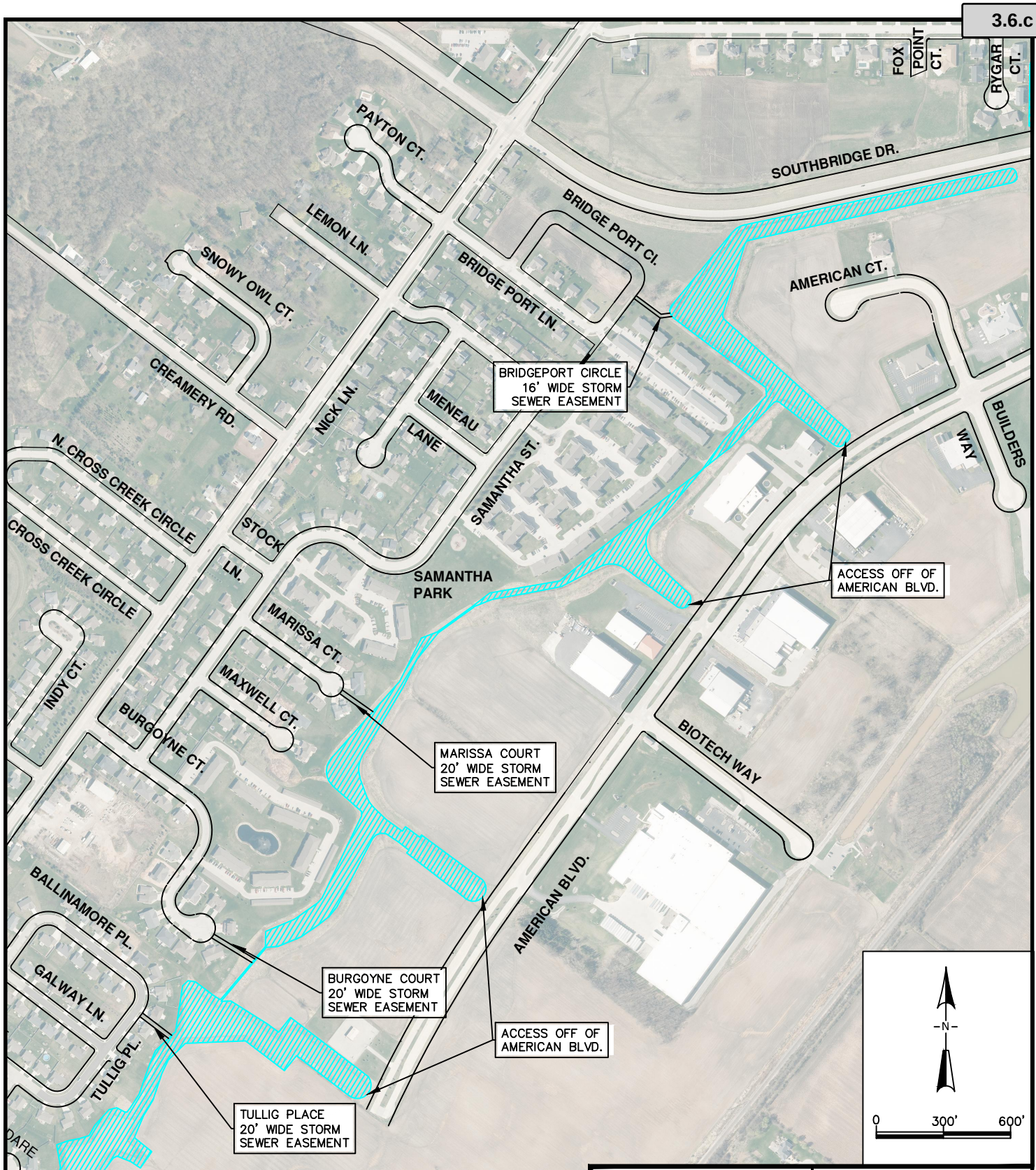
Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item #	Description	Unit	Quantity	Total
Fall 2022 Trapping				
Fall-01	SW Business Park Pond System	ACRES	29.2	$
Fall-02	Honeysuckle Pond and Swale	ACRES	8.4	$
Fall-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
Fall-04	Killarny Pond	ACRES	3.4	$
Spring 2023 Trapping				
Spring-01	SW Business Park Pond System	ACRES	29.2	$
Spring-02	Honeysuckle Pond and Swale	ACRES	8.4	$
Spring-03	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	$
Spring-04	Killarny Pond	ACRES	3.4	$
			PROPOSAL TOTAL	$

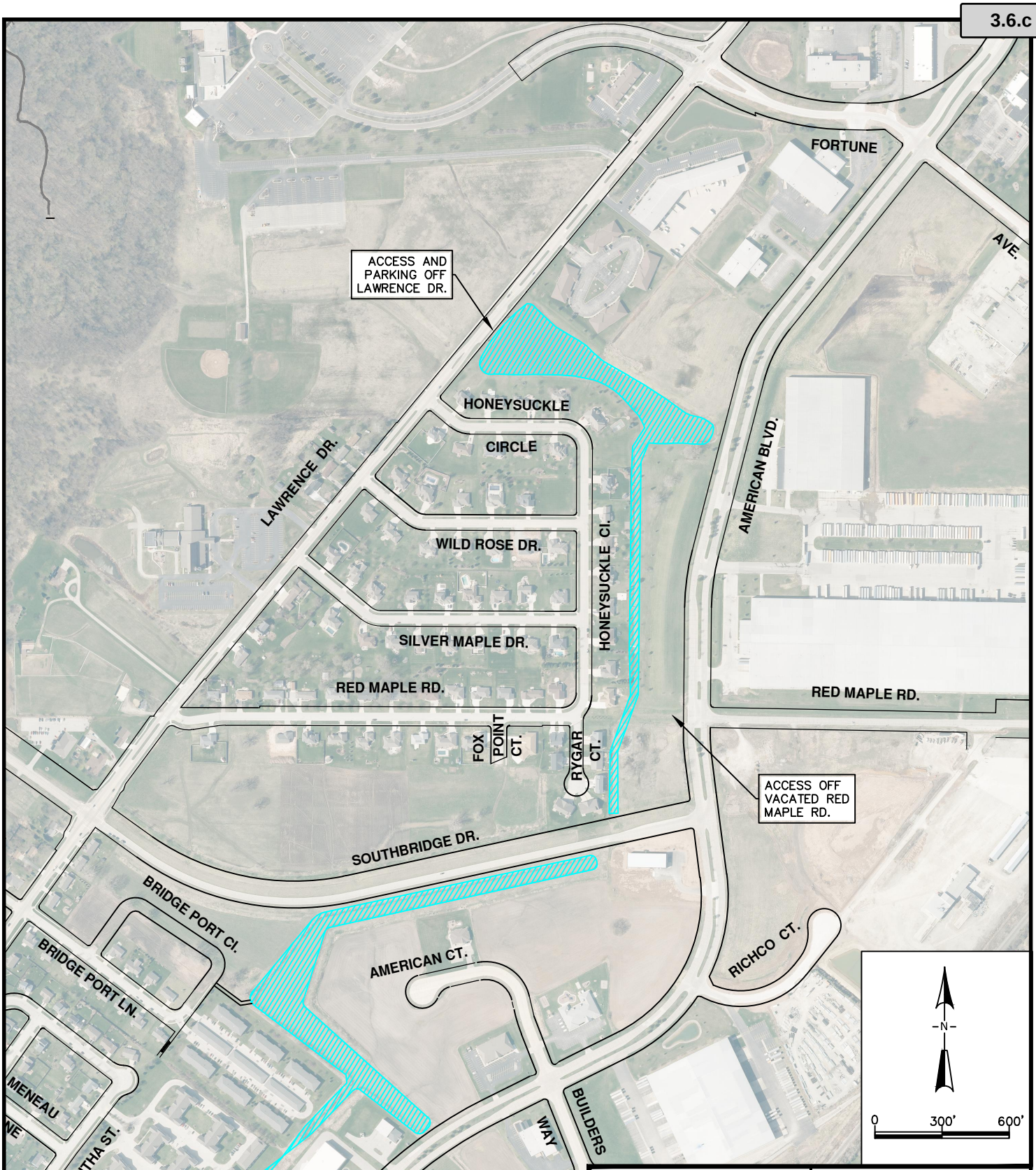


DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



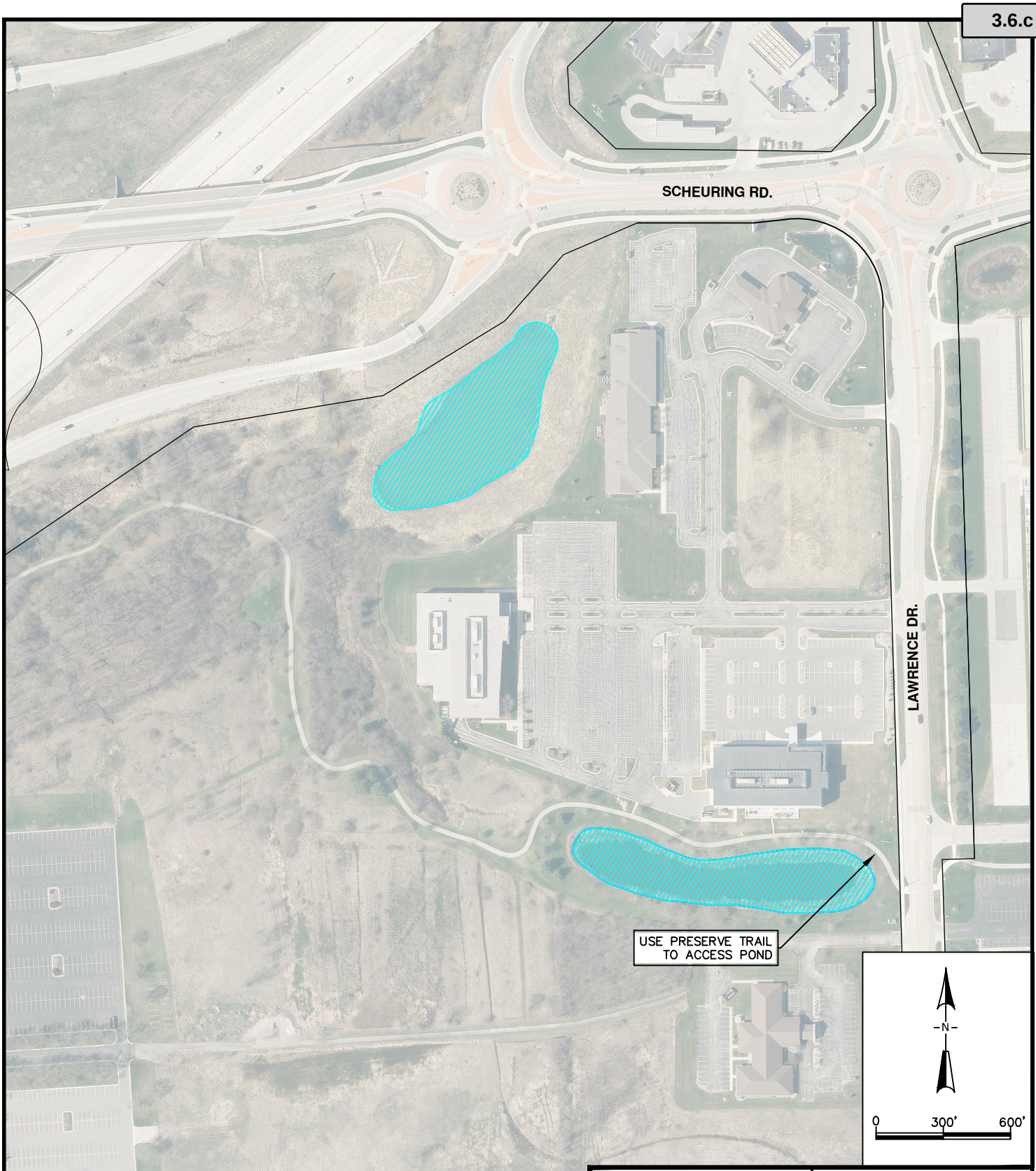
DE PERE

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

EXHIBIT #2
HONEYSUCKLE POND
ACRES 8.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

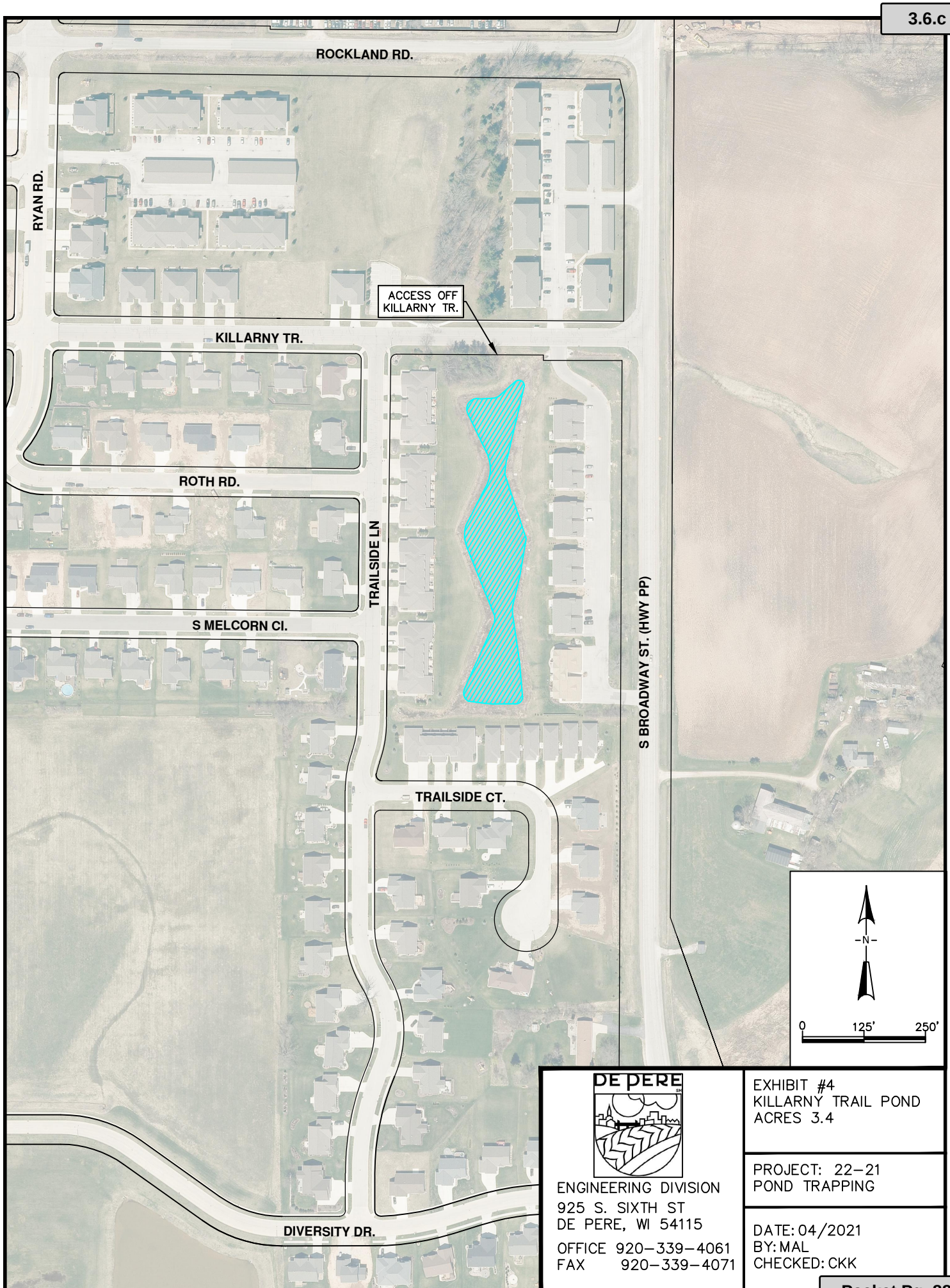


DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
EXIT 161 HWY 41 –
SCHEURING POND
ACRES 2.6

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



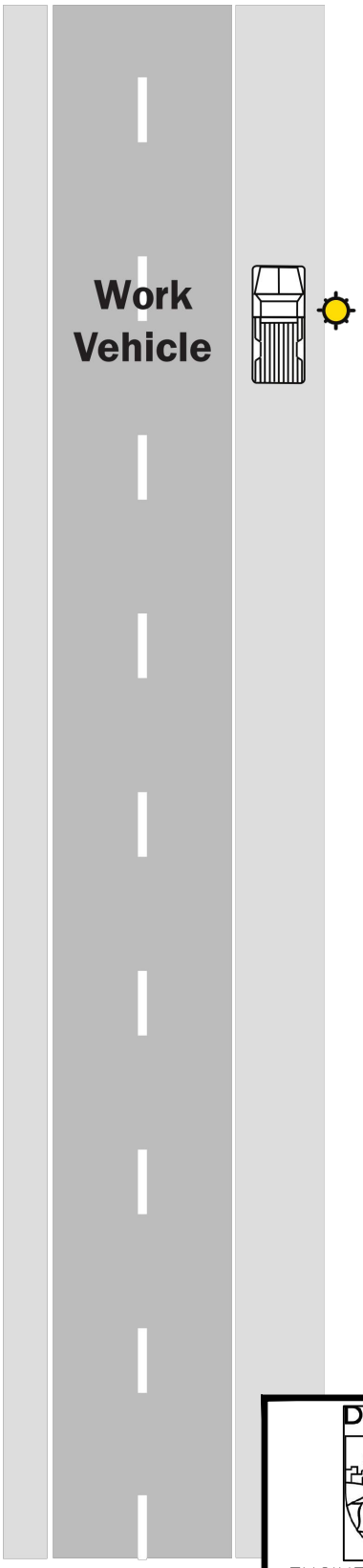
DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
KILLARNY TRAIL POND
ACRES 3.4

PROJECT: 22-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



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

EXHIBIT #5
WORK VEHICLE PARKED ON SHOULDER

PROJECT: 22–21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____(CONSULTANT NAME)_____
(Project Name)

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of_____(project description)_____ _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the __(date)__ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated (date) (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

SAMPLE

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national

SAMPLE

origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

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

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

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

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

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

SAMPLE

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be

SAMPLE

suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

SAMPLE

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME) CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Name: _____ James G. Boyd, Mayor

By: _____ By: _____
Name: _____ Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template1-5-22.docx

SAMPLE

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Discuss Archaeological Report Completed for Project 21-16 Mystic Creek Subdivision Construction**

ATTACHMENTS:

- 2022 0711 CI_BOPW_Archaeological Report Update (PDF)
- 2022-0192_TM2022-0266_reduced (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: July 11, 2022

RE: **Discuss Archaeological Report Completed for Project 21-16, Mystic Creek Subdivision Construction**

Staff was requested to provide an update to the Board on the findings of the archaeological report completed for Project 21-16, Mystic Creek Subdivision Construction.

Background

Due to the size of the Mystic Creek Subdivision, the City was required to apply for a Construction Site Storm Water Runoff Permit under the Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06 from the Wisconsin Department of Natural Resources (WDNR). As part of their review, WDNR staff forwards the permit application to the Wisconsin State Historical Preservation Office. The Preservation Office identified that the project footprint overlies or is immediately adjacent to reported archaeological sites and the site be evaluated.

The University of Wisconsin-Milwaukee was hired to complete the survey and report.

Discussion

A copy of the report has been included. Pages 6 thru 9 of the report identifies the archaeological site (BR0191) which is located within the project limits and likely one of the reasons the report was required. Under Conclusions and Recommendations of the report page 19, it states:

"Based on the results of the Phase I archaeological survey and literature review, WUM-CRM recommends that the Project will not have an effect on any previously identified historic (archaeological or architectural) properties. And no other research is recommended for compliance with Wisconsin Statute 44.40."

PHASE I ARCHAEOLOGICAL SURVEY AND CULTURAL REVIEW FOR THE MYSTIC CREEK SUBDIVISION PROJECT, BROWN COUNTY, WISCONSIN

By: Richard W. Edwards IV, Ph.D.



University of Wisconsin-Milwaukee Cultural Resource Management

UNIVERSITY of WISCONSIN UWMILWAUKEE

Archaeological Research Laboratory Technical Memo No. TM2022-0266

Cover Photos: Top Left: pedestrian survey within agricultural field; Top Right: overview of road right-of-way; Bottom Left: overview of wooded shovel test area; Bottom Right: overview of pedestrian survey area

PHASE I ARCHAEOLOGICAL SURVEY AND CULTURAL REVIEW FOR THE MYSTIC CREEK SUBDIVISION PROJECT, BROWN COUNTY, WISCONSIN

Prepared by:

Richard W. Edwards IV

Richard W. Edwards IV

Richard W. Edwards IV, Ph.D., Principal Investigator

Prepared for:

The City of De Pere
335 South Broadway Street
De Pere, WI 54115

University of Wisconsin-Milwaukee Cultural Resource Management
Archaeological Research Laboratory Center
Technical Memo No. 2022-0266
UWM-CRM Project 2012-192
Milwaukee, Wisconsin
May 2022

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MANAGEMENT SUMMARY

Pursuant to Wisconsin Statute 44.40 and Section 106 of the National Historic Preservation Act, the following report documents the results of a literature review and archaeological survey for the Mystic Creek Subdivision Project.

In April and May 2022, UWM-CRM conducted background research for the Project, and on April 28, 2022, UWM-CRM personnel surveyed the portion of the Project coincident with previously identified archaeological site 47BR0191. The survey entailed shovel testing, pedestrian survey, and visual inspection. Most of the Project area of potential effects was previously disturbed. No artifacts, features, or other archaeological deposits were encountered. Based on the results of the survey, UWM-CRM recommends that the project will not have not have an effect on historic (archaeological) properties, and no further work is recommended pursuant to Wisconsin Statute 44.40. Based on the low density of sites, UWM-CRM recommends that the unsurveyed portion of the Project APE has a low probability of containing intact archaeological deposits.

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CHAPTER 1: INTRODUCTION

This technical report documents the results of a literature review and a Phase I archaeological survey conducted by the University of Wisconsin-Milwaukee Cultural Resource Management (UWM-CRM) in advance of the Mystic Creek Subdivision Project (Project). The research was conducted in April and May 2022 and the survey was conducted on April 28th, 2022.

The project requires stormwater construction permit from the Wisconsin Department of Natural Resources (WDNR) and a Nationwide Permit 29 for residential developments from the Army Corps of Engineers (ACOE).

As the Project requires a WDNR permit, the Project is considered a state undertaking and is therefore subject to Wisconsin Statute 44.40. The Project is partially coincident with previously identified archaeological site 47BR0191. Therefore, as a stipulation of the WDNR permitting, an archaeological survey of the portion of the Project coincident with 47BR0191 is required.

As a federal agency, ACOE undertakings, including permitting, are subject to Section 106 of the National Historic Preservation Act (NHPA)(P.L. 91-190) and implementing regulations (36 CFR Part 800). The cultural review is designed to assist ACOE to determine if any additional investigations are requried for NHPA compliance.

The methods and techniques used in this study were designed to address compliance requirements under these federal and state statutes.

Project Description

The City of De Pere is working with the Town of Lawrence and private partners to develop a new subdivision on a currently undeveloped lot in Brown County, Wisconsin. The project will involve the construction of new homes, roads, associated utilities, and regrading to create appropriate drainage (Appendix A).

Project Location

The project is located in Section 1 of Town 22 North, Range 19 East in Brown County (Figure 1.1). It encompasses approximately 51.7 acres (Figure 1.2). The portion of the Project coincident with 47BR0191 is approximately 11.2 acres.

Archaeological survey was supervised by Tania Milosavljevic. The field crew consisted of Ms. Milosavljevic, Allison Densmore, and Nicholas Fravel. Dr. Richard Edwards served as the Principal Investigator, providing overall project supervision and report authorship.

Project Area of Potential Effects

For the archaeological survey under Wis. Stats. 44.40, the area of potential Effects (APE) was defined to include the portion of the Project area that is coincident with previously identified archaeological site 47BR0191. For the literature review, the archaeological APE was defined as all areas of potential ground disturbance, which encompasses the entire 51.7 acres. For the architectural history, the APE was defined as the Project location and all adjacent parcels.

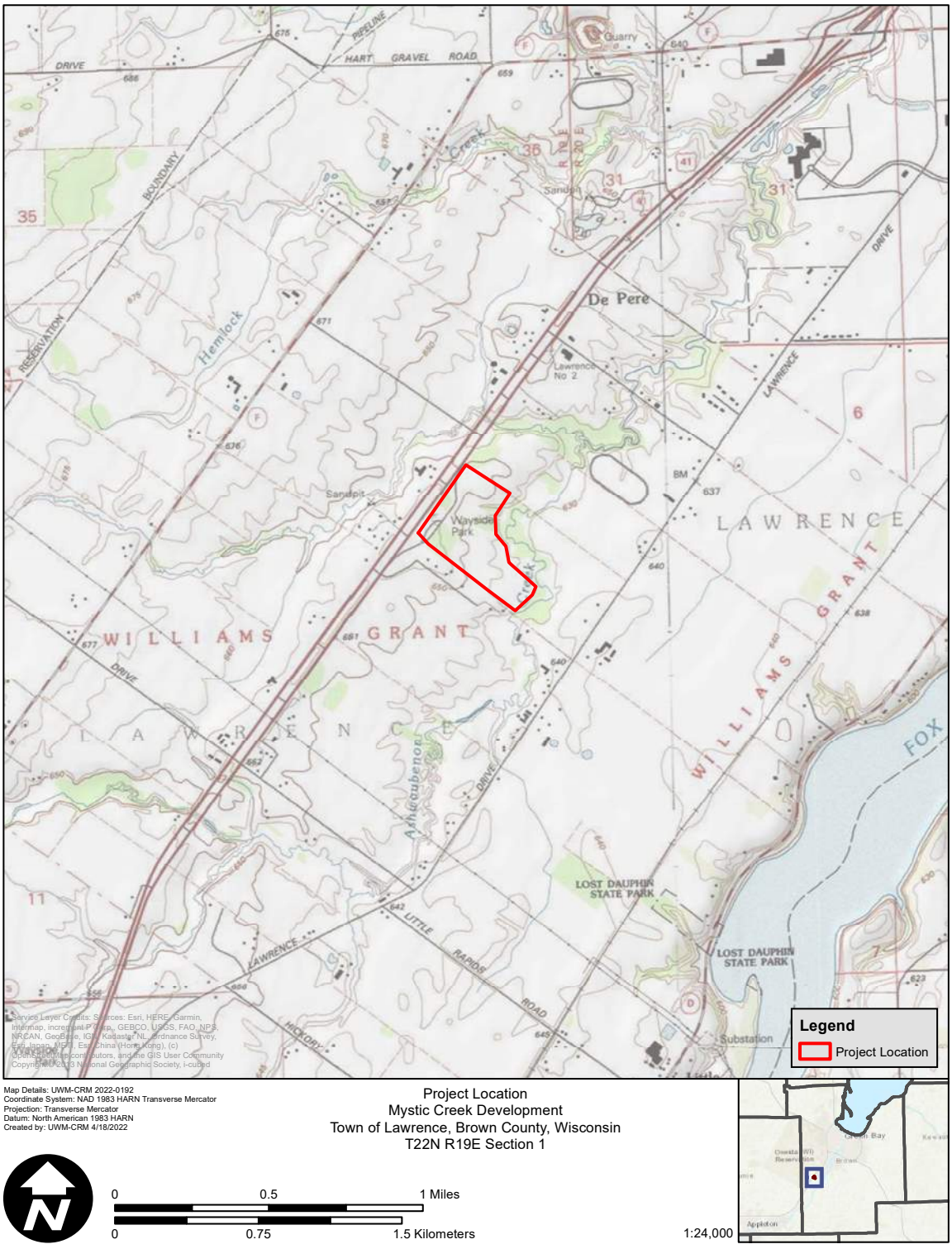


Figure 1.1 Location of Project activities (topographic).



Figure 1.2 Location of Project activities (aerial).

Organization of Report

The report is divided into five sections. This first section provides a description of the project. The second chapter discusses the methods and results of the archaeological and architecture history literature review. The third chapter provides a discussion of the field methods and summarizes the results of the archaeological survey. Chapter 4 provides conclusions and recommendations and a list of references cited in the report. It is succeeded by the appendices.

CHAPTER 2: CULTURAL RESOURCE REVIEW

Introduction

In April and May 2022, Cultural Resource Management at the University of Wisconsin-Milwaukee conducted an archival and literature review in advance of a Phase I archaeological survey of the Mystic Creek Subdivision Project.

Methods

The methods and techniques used during the archaeological investigations were consistent with those standards promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation*, the *Guide for Public Archeology in Wisconsin* (2012), established by the Wisconsin Archeological Survey, and endorsed by the Wisconsin Historical Society.

Archival and Literature Search

Archival and literature research entailed a comprehensive review of the data housed at the University of Wisconsin-Milwaukee Cultural Resource Management offices and the Wisconsin Historical Society. Archives and serial file systems are also searched for site-specific information. Published literature sources consulted include: *The Wisconsin Archeologist*, the journal of the Wisconsin Archeological Society published since 1901. Other resources on file include *The Wisconsin Magazine of History*, the journal of the Wisconsin Historical Society; *The Wisconsin Historical Collections*, consisting of 20 volumes published between the years 1903 and 1920; and the *Bulletin of the Public Museum of the City of Milwaukee*, several of which detail archaeological investigations conducted in various Wisconsin localities.

Unpublished sources subjected to scrutiny are represented by four different formats: (1) serial entry files; (2) map files; (3) manuscript files; and (4) archaeological survey reports. Two serial file systems were consulted. The first of these is the, the Wisconsin Historic Preservation Database (WHPD), digitally available online. It contains the Wisconsin Archaeological Site Inventory (ASI) files and the Architecture and History Inventory (AHI) which are maintained by the Wisconsin Historical Society. The ASI consists of an inventory of previously reported archaeological sites from both prehistoric and historic times and provides information relating to site locations, cultural affiliation, artifacts, and literature sources. The ARI consists of an inventory of previosly surveyed historic structures, their age, architectural style, and status as of the most recent survey. The second file consulted is the Archaeological Report Inventory also housed in the WHPD. This file includes an inventory of previous archaeological surveys and reports.

The General Land Office survey record and local plat and deed maps were also consulted. The General Land Office (GLO) records consist of plats and survey notes that may provide information regarding presettlement vegetation, topography, and aquatic features, all important variables in determining potential site locations. In addition, dependent on the interests of individual land surveyors, cultural information such as the locations of Indian trails, camps and villages, maple sugar processing stations ("sugar bushes"), pioneer settlements, and early industrial improvements such as mills, roads, and early homes and farmsteads are frequently noted on these maps. The GLO maps are available online jointly from the University of Wisconsin-Madison and Board of Commissioners of Public Land. Early plats and topographic maps were reviewed to assess historical settlement and development of the project environs.

Manuscript files investigated include the Charles E. Brown manuscript files and the State Archaeologist's county files. Both of these are housed at the Museum Division, Wisconsin Historical Society. The Brown manuscripts consist of fifty years of notes, correspondence, sketches, maps, and other data relating to historic and prehistoric archaeological sites. The county files include reports (unpublished), photographs, sketch maps, letters, and information derived from the Museum's highway archaeology program.

Results of the Investigations

General Land Office Survey and Historical Plat Maps

The General Land Office surveyed Town 22 north Range 19 in 1834 (town exterior) and 1843 (town interior). However, the area was included in the Williams Patent/Grant Subdivision, an alternate mapping and parceling system to the GLO, used in Brown County. As a results, the GLO plat map does not depict the northern sections of the township, though the notes do describe the general area. The southeast corner of the Section 1 was covered in wet prairie, The northeast corner included either a meandering stream or multiple streams approximately 10 to 15 feet in diameter (Mullet and Brink 1834). The stream is likely Ashwaubenon Creek, which runs east of the Project.

Wisconsin Historic Preservation Database: Archaeological Sites Inventory Review

The WHPD was reviewed to determine if any previous archaeological surveys or previously identified archaeological and/or cemetery/burial sites are coincident with the Project APE. Based on the results of the review, the portion of the APE close st to USH 41 has been previously been subjected to archaeological survey. No areas beyond 190 meters southeast of USH 41 has been subjected to survey (Figure 2.1).

The review identified one previously identified archaeological site coincident with the Project APE, 47BR0191 (Table 2.1). Additionally, four other previously identified archaeological sites have been identified within one mile of the Project APE (Figure 2.2 and Table 2.2).

Coincident Sites

47BR0191(Nelson)

The Nelson site (47BR0191) is recorded as an unknown precontact campsite/village (WHPD 2022a). Materials recovered from the site consisted of two bifaces, several ground stone tools, and debitage. A 1963 survey recovered a single flake (Munson 1963). Subsequent surveys of the site have suggested that it has been entirely destroyed by development that began in the 1970s (Penman 1992, Nicholls 2016).

Nineteenth-century plat maps indicate that the site was primarily used for agriculture, which continued into the twentieth century (C.M. Foote & Co. 1889; Wisconsin Department of Agriculture 1945). The entire northwest half of the site was likely obliterated as USH 41 was expanded. The southeast corner of the site was impacted by residential development (Figure 2.3). The northeast corner of the site, which

Table 2.1 Previously Reported Archaeological Sites Coincident with Project APE.

Smithsonian Code	Burial Code	Site Type	Culture
BR-0191	--	Campsite/Village	Unknown Postcontact

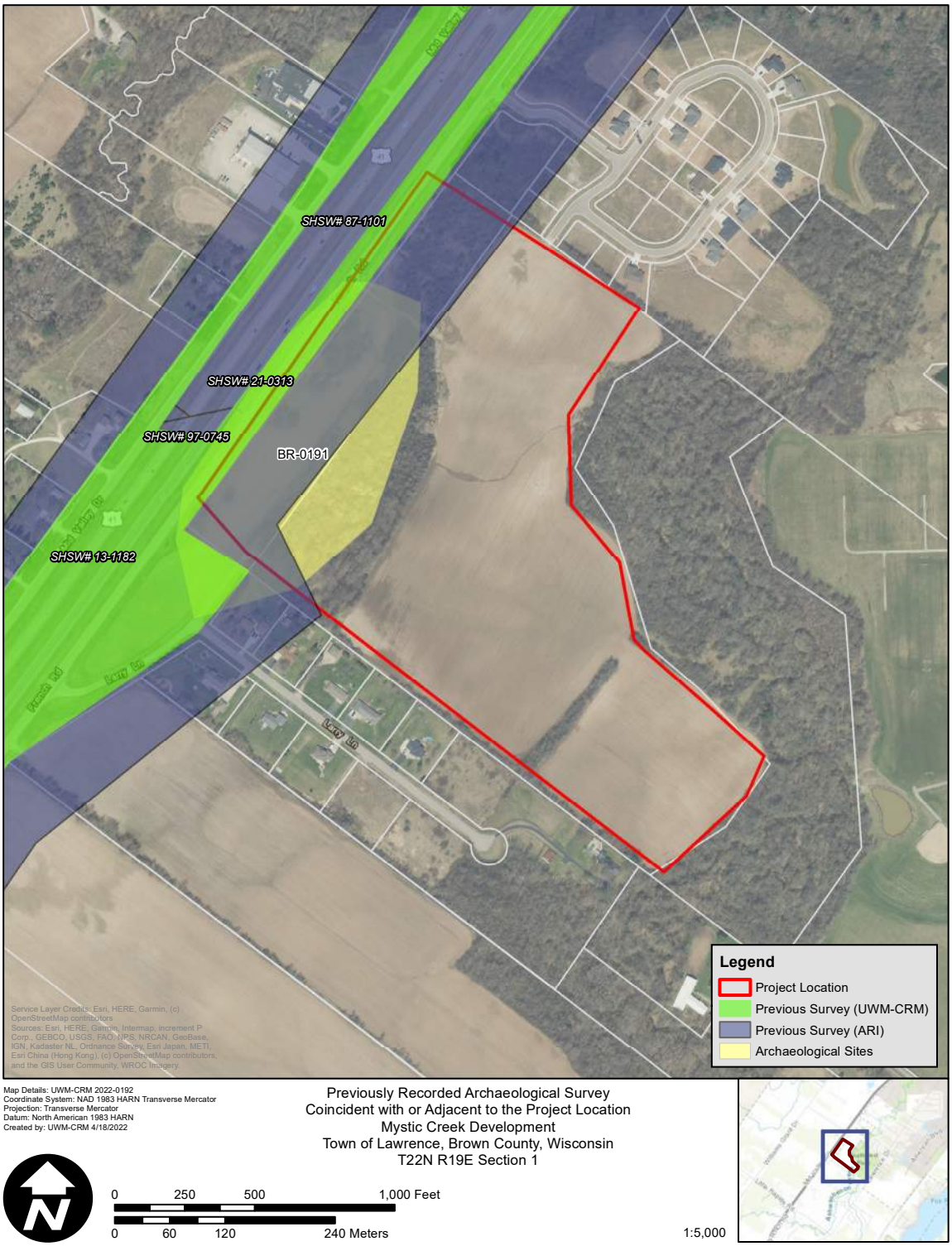


Figure 2.1 Previous survey relative to the Project location.

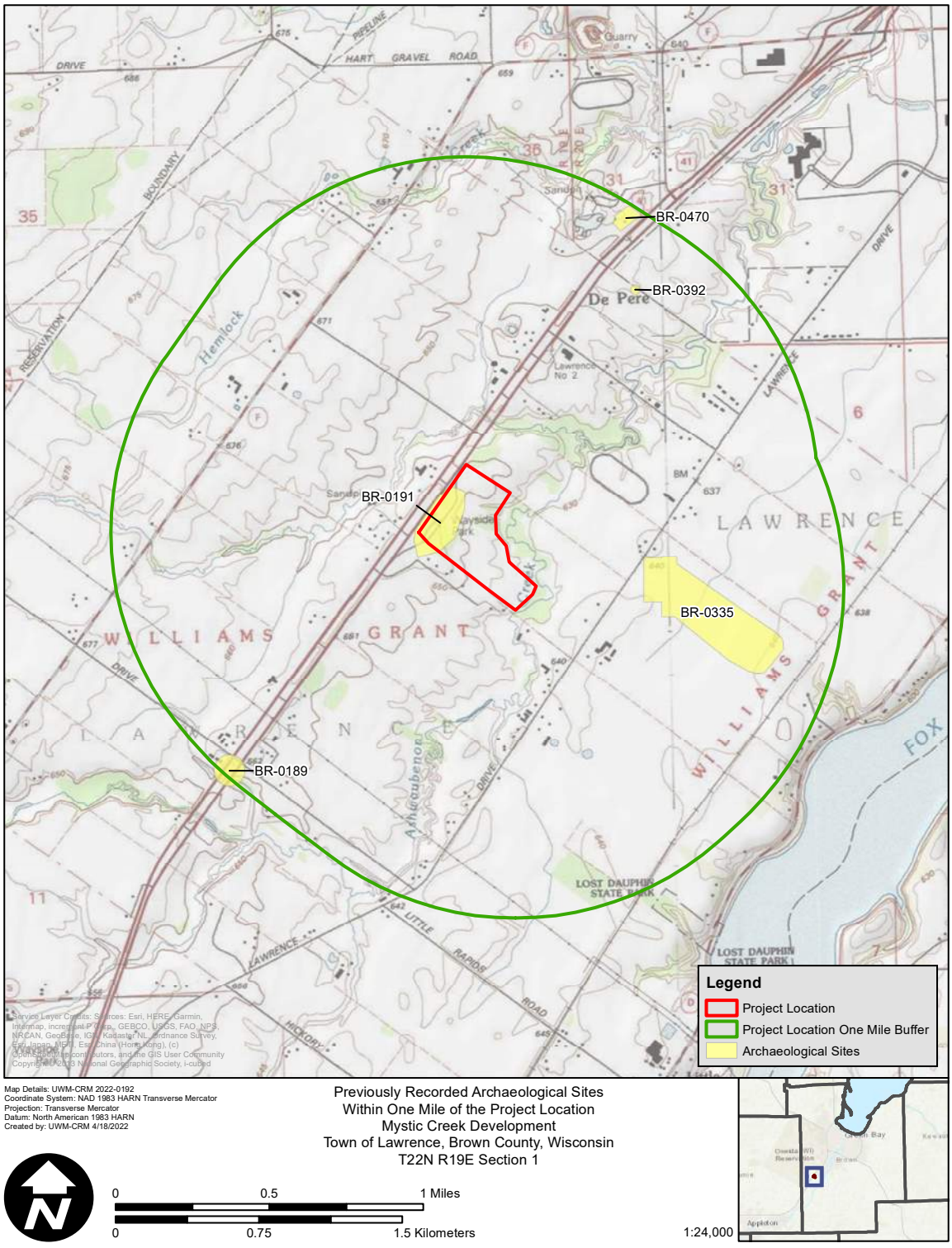


Figure 2.2 Previously identified archaeological sites within one mile of Project location.

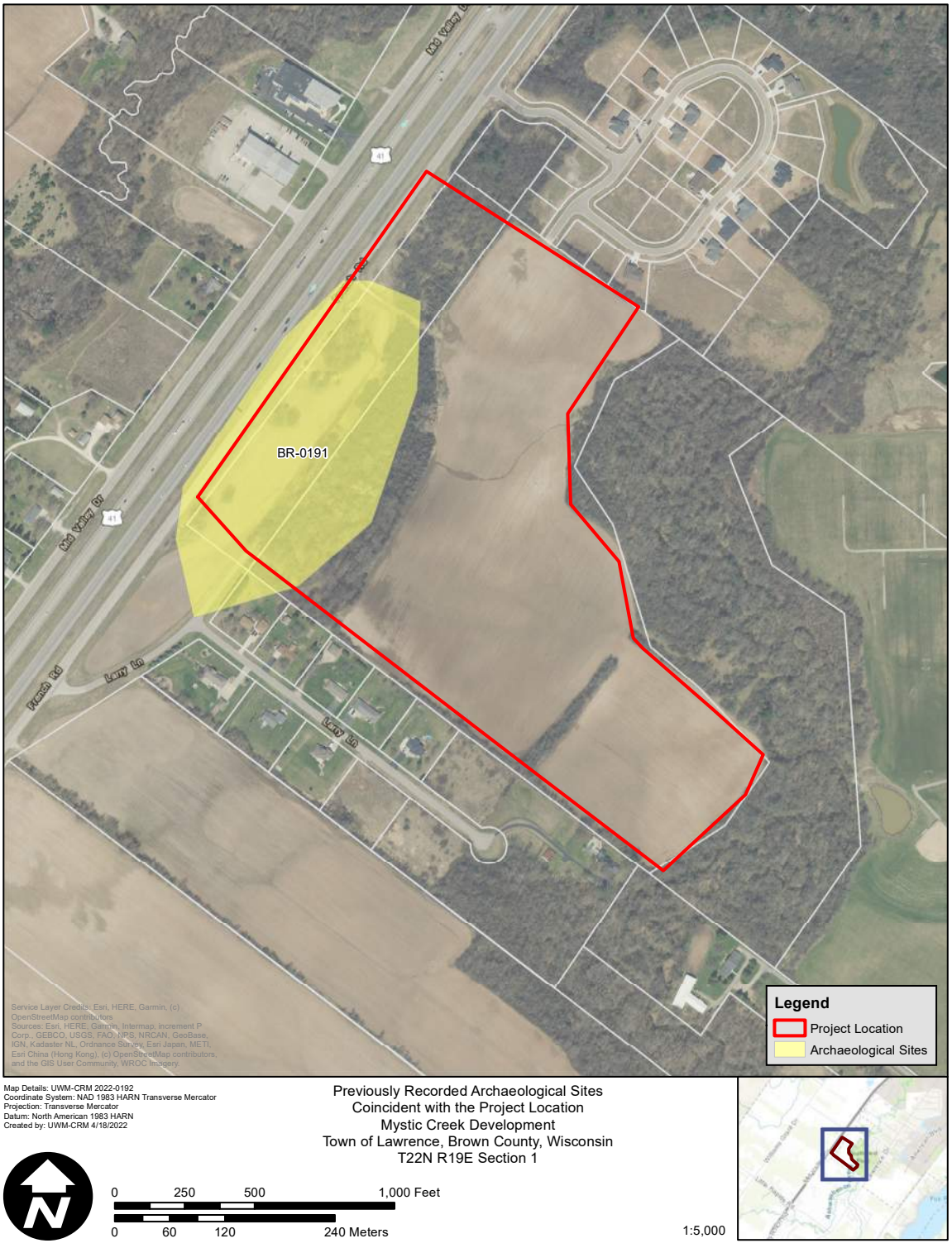


Figure 2.3 Project location relative to previously identified site 47BR0191.

is within the Project APE, was heavily impacted by the construction of a rest stop, which has since been demolished. Given the land use history and results of previous surveys, it is unlikely that much, if any, of the site retains integrity.

Sites within One Mile of Project Location

47BR0189 (Cavil)

The Cavil site (47BR0189) is reported as an campsite/village of Oneota affiliation. The site is located approximately one mile to the southwest of the Project location (Figure 1.1). The site was reported by the landowner prior to 1963; he recovered several chipped stone tools (WHPD 2022b). However, a 1963 survey did not find any evidence of the site (Munson 1963). A 1992 survey recovered a single flake and noted evidence of significant disturbance (Penman 1992). A 2015 survey of the site indicate that the portion of the site within the USH 41 corridor is heavily disturbed and did not identify any evidence of the site.

47BR0335 (Wichau)

The Wichau site (47BR0335) is reported as an isolated find of unknown postcontact cultural affiliation. The site is located less than a half mile to the east of the Project location, opposite Ashwaubenon Creek (Figure 1.1). The site consists of a single iron hatchet recovered prior to 1928. No other information about the artifact or the site are currently available (WHPD 2022c). No professional surveys have been conducted at the site.

47BR0392 (Minten)

The Minten site (47BR0392) is reported as a lithic scatter of unknown precontact cultural affiliation. The site is located just under one mile to the northeast of the Project location (Figure 1.1). The site initially consisted of a single fragment of a notched lithic biface (WHPD 2022d). A 2012 survey of the site did not identify any cultural materials. Heavy disturbance associated with road construction was noted during the course of the survey (Walz and Flynn 2012).

47BR0470 (11-0077 AOS4)

The 11-0077 AOS4 site (47BR0189) is reported location of a Euro-American farmstead (WHPD 2022e). The site is located approximately one mile to the northeast of the Project location (Figure 1.1). The site was identified during an archaeological survey. A house foundation and six postcontact artifacts were identified. The assemblage indicates a post-1925 occupation. The surveyors noted that the site has lost archaeological integrity and has been heavily impacted by subsequent farmsteads and road construction, though areas away from the road contained less disturbed soils (Walz and Flynn 2012).

Wisconsin Historic Preservation Database: Architecture and History Inventory Review

The WHPD was reviewed to determine if any previous historical architectural structures were previously identified adjacent to the Project location (Figure 2.4). Based on the results of the review, only

Table 2.2 Previously Reported Archaeological Sites within One Mile of Project APE.

Smithsonian Code	Burial Code	Site Type	Culture
47BR0189	--	Campsite/Village	Oneota
47BR0335	--	Isolated Finds	Unknown Postcontact
47BR0392	--	Lithic Scatter	Unknown Precontact
47BR0470	--	Farmstead	Euroamerican

one previously surveyed structure has been identified within 2,000 feet of the Project Location. Structure 1570 is the location of a non-extant Gabled Ell brick house (WHPD 2022f). No other previously surveyed structures are present in the vicinity of the Project.

Summary and Conclusions

The literature review determined that the only portion of the Project APE subjected to previous survey is within 190 meters of USH 41. A single site (47BR0191) is partially coincident with the Project APE. Based on the initial site description, the site was limited to the crest of the hill and does not extend to the southeast across the remainder of the Project APE. Previous surveys indicate that the site has been heavily impacted by previous development. Overall, the region has a relatively low densities of sites, only four sites have been identified within one mile of the Project APE. These sites are generally small and have been heavily impacted. All but one site was identified and reported by local landowners.

Based on the results of the literature review, one previously identified historic (archaeological) property may be affected by the Project. However, previous research indicates that the site has been heavily impacted and is unlikely to retain archaeological integrity. Based on the relatively low distribution of sites and the history of private collection and reporting in the area, there are no indications that there are any additional sites within the Project APE.

Only one previously identified historic structure was located within the vicinity of the Project APE. However, the structure is no longer extant. Therefore the UWM-CRM recommends that the project will have no effect on any previously identified historic (architectural) properties.

Based on the results of the literature review, UWM-CRM recommends that the Project is unlikely to impact historic properties. There are no previously reported extant historic (architectural) properties within the viewshed of the Project, the only previously reported archaeological site has been heavily impacted. The results of the survey of the site are detailed in the next chapter.

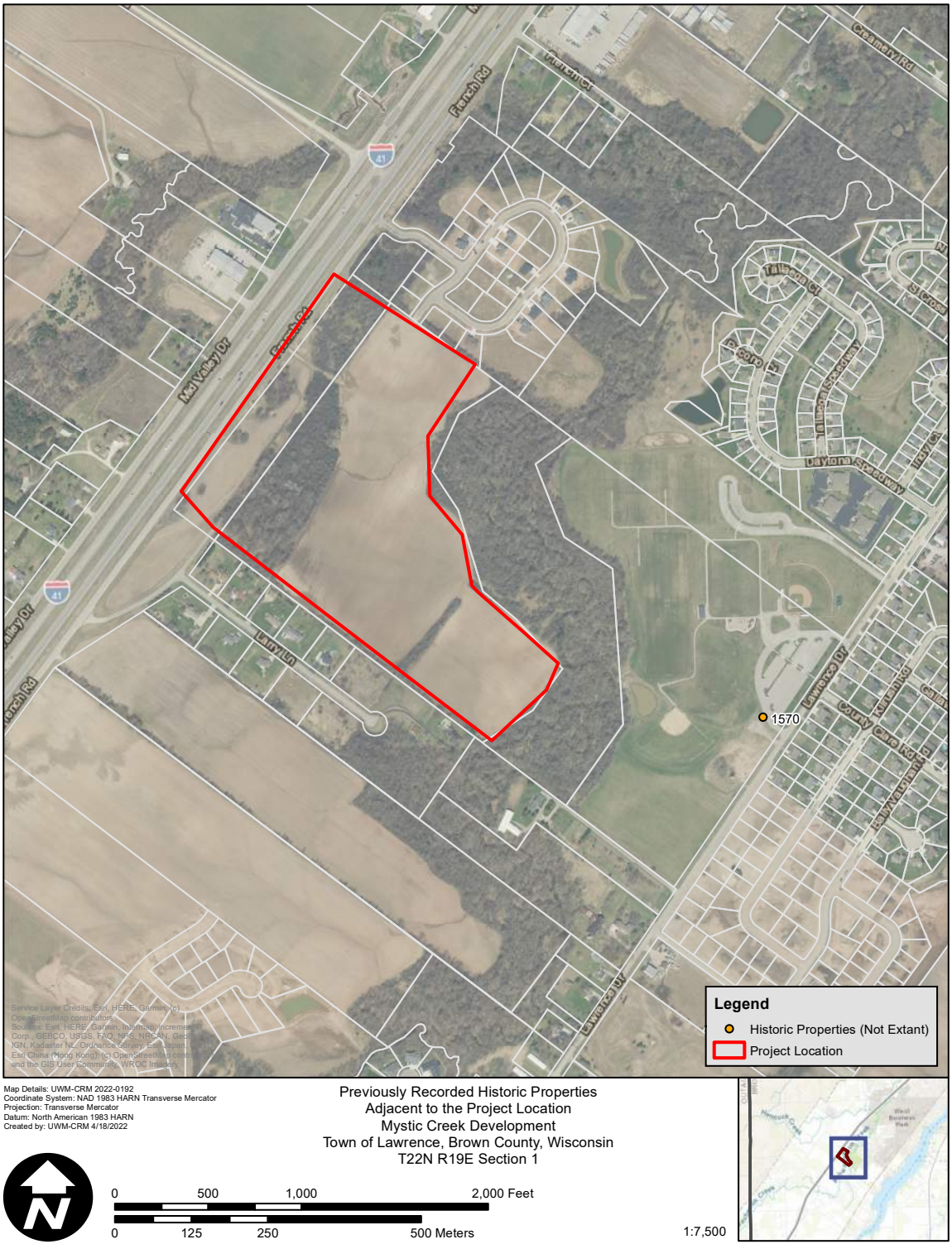


Figure 2.4 Location of previously surveyed historic structures relative to Project location.

CHAPTER 3: ARCHAEOLOGICAL SURVEY

Introduction

On April 28, 2022, UWM-CRM personnel conducted Phase I archaeological survey of the Mystic Creek Subdivision Project APE. The survey was conducted within the portion of the Project location coincident with site 47BR0191.

Methods

The methods and techniques used during the archaeological investigations were consistent with those standards promulgated in the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* and the *Guide for Public Archeology in Wisconsin* (2012), established by the Wisconsin Archeological Survey, and endorsed by the Wisconsin Historical Society.

A combination of pedestrian walkover, shovel test, and visual inspection was used to survey the Project APE. Pedestrian survey was used when the ground surface visibility was above 10%. Pedestrian transects were spaced 5 m apart. Shovel testing was used when the ground surface contained less than 10% visibility, and did not contain standing water, wetland vegetation/delineated wetlands, or was visually disturbed (e.g., paved surface, driveway, etc.), and when the slope less than 15 degrees. Shovel tests were placed at a 10 m interval. Visual inspection involves the close observation of previously disturbed areas (e.g., roads, driveways, structures,), excessively sloped areas (in excess of 15 degrees), and wet areas (ares with wetland grasses, standing water, etc.). When wetlands are inferred from vegetation, periodic soil profiles were obtained to ensure the presence of wetland soils.

Results

In total, 3.3 acres were pedestrian surveyed, 1.4 acres were shovel tested, and 6.6 acres were visually inspected and identified as wet or disturbed. Of the shovel tested areas, approximately 0.9 acres were shovel tested with intact soils and 0.5 acres contained disturbed soils. Of the area visually inspected, 4.5 acres were identified as visually disturbed and 2.1 acres were identified as delineated wetlands.

The west half of the survey area, that closest to USH 41, was primarily a harvested agricultural field. This area was pedestrian surveyed (Figure 3.2) with 40-60% visibility (Figure 3.3). Portions immediately adjacent to the highway were wetlands or graded ROW. The largest wet area appears to be a stormwater retention pond. The far north end of the Project APE had low visibility and was shovel tested. All of the shovel tests contained mottled very dark brown (10YR2/2) silty clay loam mottled with reddish brown (5YR4/4) clay and gravel. Mottling and gravel content increased with depth. The eastern half of the survey area was wooded. The northern portion of the wooded area was primarily wet/ delineated wetlands (Figure 3.4), interspersed with push piles, likely associated with the construction and/or demolition of the former rest stop. The push piles continued along the east edge of the wooded area to the south end of the survey area (Figure 3.5). A small area at the west edge of the woods in the south half of the survey area was able to be shovel tested. Most soil profiles were undistributed very dark brown (10YR2/2) silty clay loam A-horizon, approximately 20-25 cm thick, over a reddish brown (10YR 4/4) clay B-horizon (Figure 3.6).

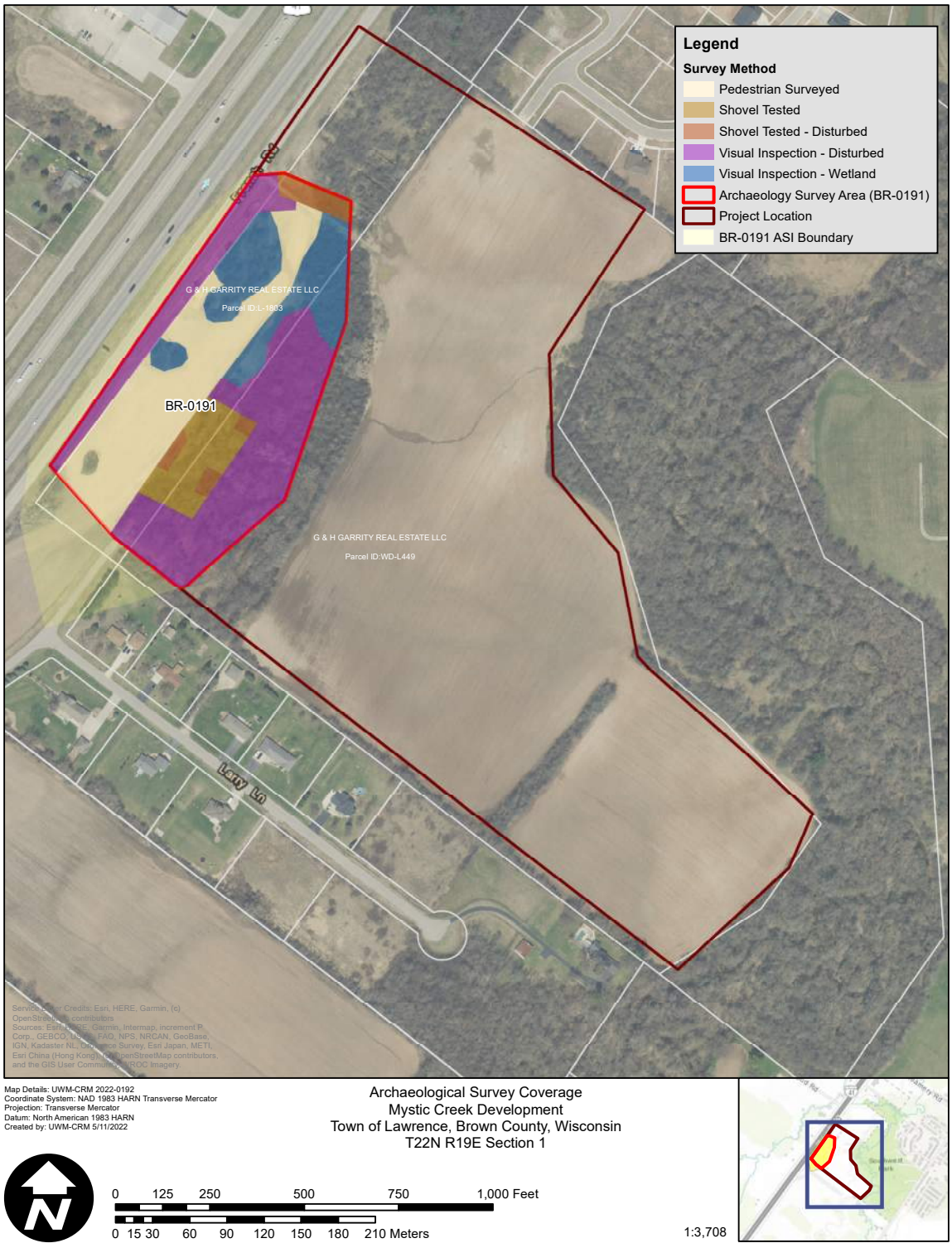


Figure 3.1 Survey coverage within the Project location.



Figure 3.2 Survey crew preparing to survey agricultural field. View to southwest. (2022-0192_2022-04-28_TLM (1))



Figure 3.3 Average visibility in pedestrian surveyed portion of southwest. (2022-0192_2022-04-28_TLM (6))



Figure 3.4 Delineated wetland in wooded area. View to the southeast. (2022-0192_2022-04-28_TLM (11))



Figure 3.5 Shovel tested area (foreground) with push piles (background). View to the southwest. (2022-0192_2022-04-28_TLM (15))

Several shovel tests in this area were also disturbed, and displayed similar profiles to those described above (Figure 3.7).

No cultural materials were identified during the archaeological survey. No features or other evidence of site 47BR0191 were identified in the field. The results of the survey are consistent with past surveys and suggest that the site has been completely obliterated by previous development, particularly the construction and demolition of the former rest stop.

Conclusions

No artifacts, features, or other evidence of historic (archaeological) properties were identified during the Phase I archaeological survey of the portion of the Mystic Creek Subdivision Project APE coincident with previously excavated site 47BR0191. The survey indicates that the area has been heavily disturbed and that the site was likely destroyed by the previous construction and demolition projects. As a result, UWM-CRM recommends that site 47BR0191 does not retain sufficient integrity for significance under NRHP or Wisconsin standards. Therefore, UWM-CRM recommends that the Project will have no effect on any previously identified historic (archaeological) properties under Wisconsin Statute 44.40.



Figure 3.6 Intact soil profile in shovel test.
(2022-0192_2022-04-28_TLM (10))



Figure 3.7 Mottled soil profile in shovel test.
(2022-0192_2022-04-28_TLM (12))

CHAPTER 4: SUMMARY AND RECOMMENDATIONS

Introduction

In April and May 2022, UWM-CRM conducted a literature review and archaeological survey for the Mystic Creek Subdivision Project. The survey was conducted for compliance with Wisconsin Statute 44.40. The literature review is designed to provide background and guidance for decision making regarding compliance needs for with the National Historic Preservation Act (P.L. 91-190) and implementing regulations (36 CFR Part 800) The following chapter provides a summary of the conclusions and recommendations based on these studies.

Summary of Research

The background research determined that the Project location is coincident with one previously identified archaeological site. However, previous research and the archaeological survey determined that the site area has been heavily impacted by previous development and does not retain archaeological integrity. Few sites have been identified within the vicinity of the Project location, despite a history of local landowner collection and reporting. Only one previously surveyed historic structure is recorded in the vicinity of the Project APE, but it is no longer extant.

Conclusions and Recommendations

Based on the results of the Phase I archaeological survey and literature review, UWM-CRM recommends that the Project will not have an effect on any previously identified historic (archaeological or architectural) properties. And no other research is recommended for compliance with Wisconsin Statute 44.40. Given the history of collection by the previous land owner, and the low density of sites in the area, there is not a high probability that the Project will have an effect on any undocumented historic (archaeological) properties.

REFERENCES CITED

Dudzik, Mark J., Joseph A. Tiffany, and Katherine P. Stevenson

2012 *Guide for Public Archaeology in Wisconsin*. The Wisconsin Archeological Survey, Madison.

C.M. Foote & Co.

1889 *Plat Book of Oconto County, Wisconsin*. C.M. Foote & Co., Minneapolis.

Mullet, J.H. and J. Brink

1834 Exterior Field notes for Township 21 and 22 North, Ranges 19 to 23 East. https://digicoll.library.wisc.edu/cgi-bin/SurveyNotes/SurveyNotes-idx?type=PLSS&town=T022N&range=R019E, accessed May 5, 2022.

Penman, John T.

1992 *Cultural Resource Survey of the USH 41 Freeway in Brown and Outagamie Counties*. Wisconsin Historical Society-State Archaeology Program, Madison.

Munson, Paul

1963 *Thighway Survey Project No. T03-2(34)-Sheet 4.4.* Manuscript on file at the Wisconsin Historical Society, Madison.

Nicholls, Brian

2015 *Phase I Archaeologial Investigations along I-41 for WisDOT 1130-44-00 in Brown and Outagamie Counties, Wisconsin*. University of Wisconsin Milwaukee Cultural Resource Management, Milwaukee.

Walz, Gregory and Christopher Flynn

2012

Wisconsin Department of Agriculture

1945 *Wisconsin Bordner Survey Maps: Part of Town of Rockland; Part of Town of De Pere; Part of Town of Lawrence; Part of Town of Wrightstown*. Wisconsin Department of Agriculture, Madison.

Wisconsin Historic Preservation Database (WHPD)

2022a Archaeological Site Inventory, https://www.wisahrd.org/ASI/Sites/Primary.aspx?id=450, accessed April 18, 2022.

2022b Archaeological Site Inventory, https://www.wisahrd.org/ASI/Sites/Primary.aspx?id=451, accessed April 18, 2022.

2022c Archaeological Site Inventory, https://www.wisahrd.org/ASI/Sites/Primary.aspx?id=27359, accessed April 18, 2022.

2022d Archaeological Site Inventory, https://www.wisahrd.org/ASI/Sites/Primary.aspx?id=29529, accessed April 18, 2022.

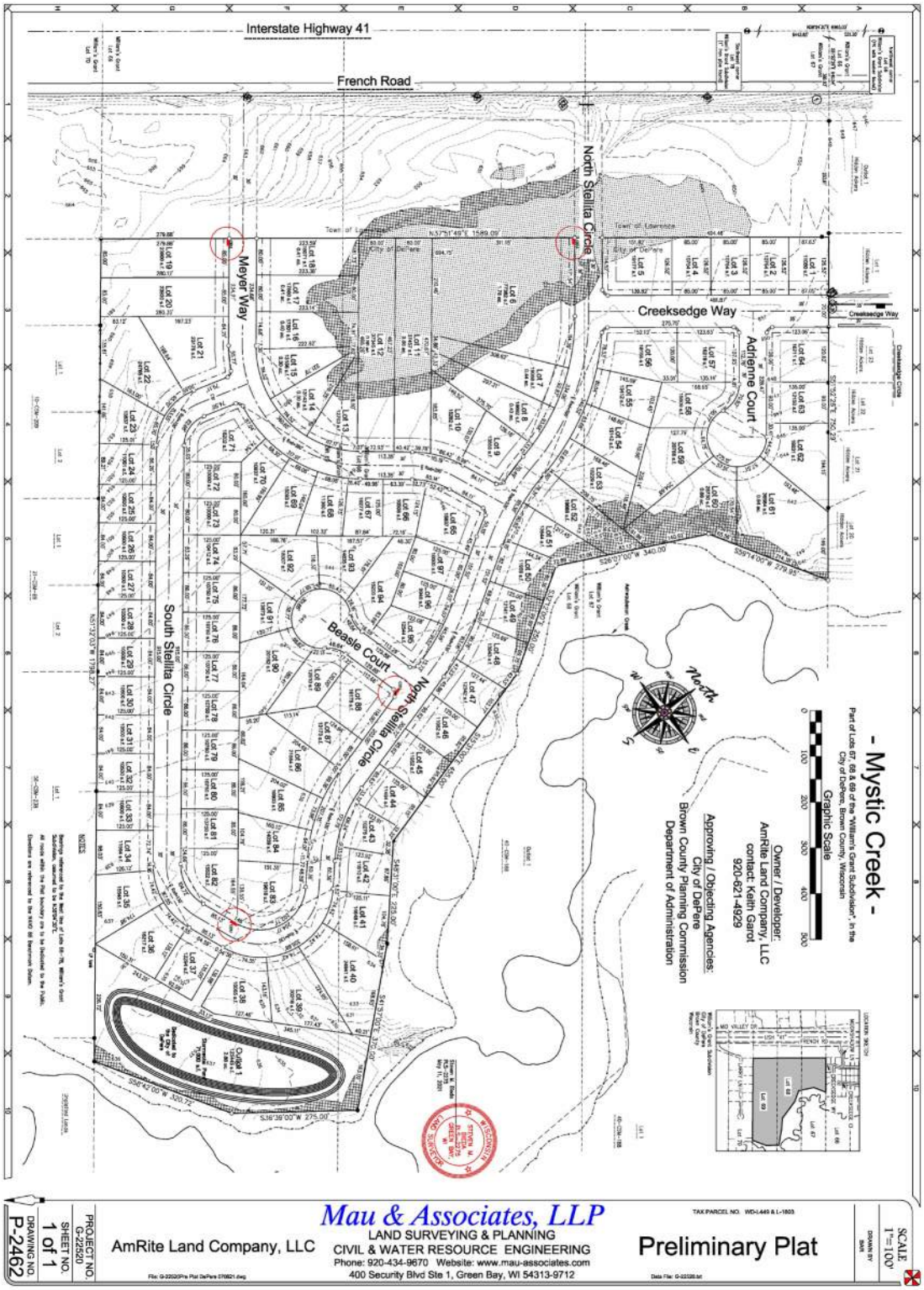
2022e Archaeological Site Inventory, https://www.wisahrd.org/ASI/Sites/Primary.aspx?id=91164, accessed April 18, 2022.

2022f Architecture and History Inventory, https://www.wisahrd.org/AHI/Properties/Primary.aspx?id=1570, accessed April 18, 2022.

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APPENDIX A. Project Plans

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Interstate Highway 41
French Road
North Stellita Circle
Meyer Way
Creeksedge Way
Adrienne Court
South Stellita Circle
Beasle Court
- Mystic Creek -
Part of Lots 67, 68 & 69 of the "William's Grant Subdivision", in the City of DePere, Brown County, Wisconsin
Graphic Scale
0 100 200 300 400 800
Owner / Developer:
AmRite Land Company, LLC
contact: Keith Garot
920-821-4929
Approving / Objecting Agencies:
City of DePere
Brown County Planning Commission
Department of Administration
NOTES
Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712
AmRite Land Company, LLC
Preliminary Plat
TAX PARCEL NO. WD-L449 & L-1803
SCALE 1"=100'
PROJECT NO. G-22520
SHEET NO. 1 of 1
DRAWING NO. P-2462

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APPENDIX B. Public Lands Permits

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WISCONSIN PUBLIC LANDS FIELD ARCHAEOLOGICAL PERMIT 2022
REQUIRED TO CONDUCT ARCHAEOLOGY ON ALL NON-FEDERAL PUBLIC LAND UNDER WIS. STAT. § 44.47
Wisconsin Historical Society

Name/Organization/Contact Richard Edwards Telephone 414-251-6138

Address 3413 N. Downer Ave. Room 290 City Milwaukee State WI Zip 53211

E-mail wedwards@uwm.edu

Institutional Affiliation wedwards@uwm.edu

Location: County Brown Civil Town Lawrence

Town 22N Range 19E Section 1 Quarter Sections all

Hwy/Rd ☐ Hwy/Rd: Other Type of Project: Mystic Creek

Project Description: 44.40 Survey for a subdivision development project

Type of fieldwork: Phase I/Survey ☑ Phase II/Testing ☐ Phase III/Excavation ☐ Monitoring ☐

Purpose of the fieldwork: Federal Compliance ☐ State Compliance ☑ Education ☐ Other ☐

Site # 47BR0191 Burial Site # n/a Burial Permit Secured? Y ☐ N ☑ WHS #: n/a

Dates of field work: Begin date: 4/22/2022 End date: 12/31/2022

What institution will curate recovered artifacts, notes, and records? UW-Milwaukee
(A *curation agreement must be on file with WHS; all materials must be curated in an appropriate, staffed facility.*)

Print name Richard W. Edwards IV, PhD, RPA; Anne Kissack ☑ see attachments

Signature of Archaeologist DocuSigned by: Anne kissack EAF79419E79F4DE... Date 4/25/2022 | 9:58 AM CDT

Maps and/or Letters of explanation can accompany this application

---

Landowner or custodian name Chase Kuffel Phone (920) 339-4061

Affiliation: City of De Pere

Signature of Landowner DocuSigned by: Chase kuffel 22BF9C828BAB497... Date 4/25/2022 | 6:07 AM CDT

Administrative use only below this line.

Permit Approved Jm M Skel Date 5/2/22

PLP # 22-[redacted] 0713

Dr. James Skibo
State Archaeologist
Wisconsin Historical Society
816 State Street, Madison, WI 53706
608-264-6496
statearchaeologist@wisconsinhistory.org

WISCONSIN HISTORICAL SOCIETY

One paper copy and one PDF copy of the final report must be submitted to the State Historic Preservation Office.

Additional authorization or permitting is necessary to conduct work within the boundaries of uncataloged and cataloged human burial sites under Wis. Stat. §157.70. For more information, wihist.org/Request-to-Disturb

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WISCONSIN PUBLIC LANDS FIELD ARCHAEOLOGICAL PERMIT 2022
REQUIRED TO CONDUCT ARCHAEOLOGY ON ALL NON-FEDERAL PUBLIC LAND UNDER WIS. STAT. § 44.47
Wisconsin Historical Society

Name/Organization/Contact: Richard Edwards Telephone: 414-251-6138

Address: 3413 N. Downer Ave. Room 290 City: Milwaukee State: WI Zip: 53211

E-mail: wedwards@uwm.edu

Institutional Affiliation: wedwards@uwm.edu

Location: County: Brown Civil Town: Lawrence

Town: 22N Range: 19E Section: 1 Quarter Sections: all

Hwy/Rd ☐ Hwy/Rd: Other Type of Project: Mystic Creek

Project Description: 44.40 Survey for a subdivision development project

Type of fieldwork: Phase I/Survey ☑ Phase II/Testing ☐ Phase III/Excavation ☐ Monitoring ☐

Purpose of the fieldwork: Federal Compliance ☐ State Compliance ☑ Education ☐ Other ☐

Site # 47BR0191 Burial Site # n/a Burial Permit Secured? Y ☐ N ☑ WHS #: n/a

Dates of field work: Begin date: 4/22/2022 End date: 12/31/2022

What institution will curate recovered artifacts, notes, and records? UW-Milwaukee
(A *curation agreement must be on file with WHS; all materials must be curated in an appropriate, staffed facility.*)

Print name: Richard W. Edwards IV, PhD, RPA; Anne Kissack ☑ see attachments

Signature of Archaeologist DocuSigned by: Anne Kissack Date: 4/22/2022 | 3:43 PM CDT

Maps and/or Letters of explanation can accompany this application

---

Landowner or custodian name: Patrick Wetzel Phone: (920) 347-3710

Affiliation: Town of Lawrence

Signature of Landowner DocuSigned by: Patrick Wetzel Date: 4/22/2022 | 3:14 PM CDT

Administrative use only below this line.

Permit Approved: Jan M Skibo Date: 4/27/22

PLP # 22- 0685

Dr. James Skibo
State Archaeologist
Wisconsin Historical Society
816 State Street, Madison, WI 53706
608-264-6496
statearchaeologist@wisconsinhistory.org

WISCONSIN HISTORICAL SOCIETY

One paper copy and one PDF copy of the final report must be submitted to the State Historic Preservation Office.

Additional authorization or permitting is necessary to conduct work within the boundaries of uncataloged and cataloged human burial sites under Wis. Stat. § 157.70. For more information, wihist.org/Request-to-Disturb

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APPENDIX C. Archaeological Site Inventory Update Form

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Wisconsin ASI Update/Correction Form

Site# 47-BR-0191 Burial Site# n/a Field Number# n/a County Brown

Site Name (limit 25 characters) Nelson Other Name n/a

Civil Town(s) City of De Pere Town # 19 North Range# 22 East Section# 1

USGS Quad Name Oneida South

Please refer to the ASI form and provide the appropriate headings for the correction or new information. Examples of headings are: QUARTER SECTIONS, USGS MAP, SITE DESCRIPTION, and BIBLIOGRAPHIC REFERENCES. Provide a justification or reference for any new information. When appropriate, attach a sketch map and copy of USGS quad showing revised location of site.

HEADING(S) AND NATURE OF CORRECTION/UPDATE: Update 2022

UWM-CRM survyed the portion of the site east of USH 41 and north of the subdivision. The survy indicated that the site was heavily disturbed by road work and the construction and/or demolition of a former rest stop. Areas closest to the road contained heavily disturbed soils and/or were graded for stormwater control. To the east, in a wooded area limited areas of intact soils were noted, but push piles and grading were also evident.

Edwards IV, Richard W. (2022) Phase I Archaeological Survey and Cultural Review for the Mystric Creek Subdivision Project, Brown Couny, Wisocnsin. TM2022-0266. University of Wisconsin-Milwaukee Cultural Resource Management, Milwuakee.

Investigator Tania Milosavljevic Affiliation UWM-CRM Date 4/28/22

Submitted by Richard Edwards Affiliation UWM-CRM Date 5/12/22

FOR WHS OFFICE USE: ❒ ASI#____ ❒ CHK'D ____ ❒ GIS ENTRY ____ ❒ GIS ENTRY CHK'D ____ ❒ ENTER ____ ❒ ENTRY CHK'D ____ HP-00-000 (rev. 08/2002)

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APPENDIX D. Archaeological Report Inventory Form

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ARCHAEOLOGICAL REPORTS INVENTORY FORM

WHS PROJECT # N/A COUNTY Oconto

AUTHORS: Richard W. Edwards IV

REPORT TITLE: Phase I Archaeological Survey and Cultural Review for the Mystic Creek Subdivision Project, Brown County, Wisconsin

DATE OF REPORT (MONTH AND YEAR): May 2022

SERIES/NUMBER: UWM CRM TM#2022-0266

PLACE OF PUBLICATION: UW-Milwaukee Archaeological Research Laboratory Center

LOCATIONAL INFORMATION [LEGAL DESCRIPTION OF SURVEY AREA (T-R-S)]
T22N-R19E-S1

U.S.G.S. QUAD MAP(S): Oneida South

SITE(S) INVESTIGATED: 47BR0191

ACRES INVESTIGATED: 12 AGENCY # ____

INVESTIGATION TECHNIQUES COMPLETED (Check all that apply.)

☐ Historical Research	■ Surface Survey	☐ Geomorphology
☐ Interview/Informant	☐ Soil Core	☐ Underwater
☐ Records/Background	■ Walk Over/Visual Inspection	☐ Avocational Survey
■ Literature Background Research	☐ Mechanical Stripping	☐ Chance Encounter
☐ Traditional Knowledge	☐ Test Excavation/Phase II	☐ Osteological Analysis
☐ Monitoring	☐ Major Excavation/Phase III	☐ Faunal Analysis
■ Shovel Testing/Probing	☐ Remote Sensing	☐ Floral Analysis

ABSTRACT: ■ Included in report ☐ Written in space below

Office of the State Archaeologist ARI # _____

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**July 11, 2022**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Discussion on Sump Pump Installation Program**

ATTACHMENTS:

- 2022 0711 Sump Pump Discussion (PDF)
- 1973 Map (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: July 11, 2022

RE: Discussion on Sump Pump Installation Program

Staff has continued to address inflow and infiltration into the City's sanitary sewer system. One of the actions we discussed last year at the August Board Meeting is the installation of sump pumps on properties that do not currently have sump pumps. The purpose for this memo is to provide the Board with an update on the steps proposed for the sump pump installation program. Additionally, the sump pump program may require inspection for properties that already have sump pumps to verify the pumps are not discharging to the sanitary.

Background

Inflow is water that enters the sanitary sewer system 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.

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 as part of our flow meter

charges. Additionally, the City pays GBMSD a fixed charge annually to cover capital. This fixed cost is also based on the five parameters so the more flow the City contributes, the higher the City's fixed cost.

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 was completed last year in a small area in the City. Additional smoke testing will be completed in the City. We are evaluating if it is more economical to purchase the equipment and complete with City staff, particularly in the summer when we have additional personnel from summer students.

Next Steps/Discussion

One of the last steps in the report recommendation is building and sump pump inspections. Staff has been investigating properties that do not have sump pumps in the City. Requiring sump pumps may be one of the most impactful ways to reduce I&I.

Sump pumps were required in De Pere on parcels built after 1973. A quick review identified 3,017 parcels built during or prior to 1973. Additional research with City records is being done in an attempt to narrow this done as some of the newer areas likely have sump pumps based on field reviews.

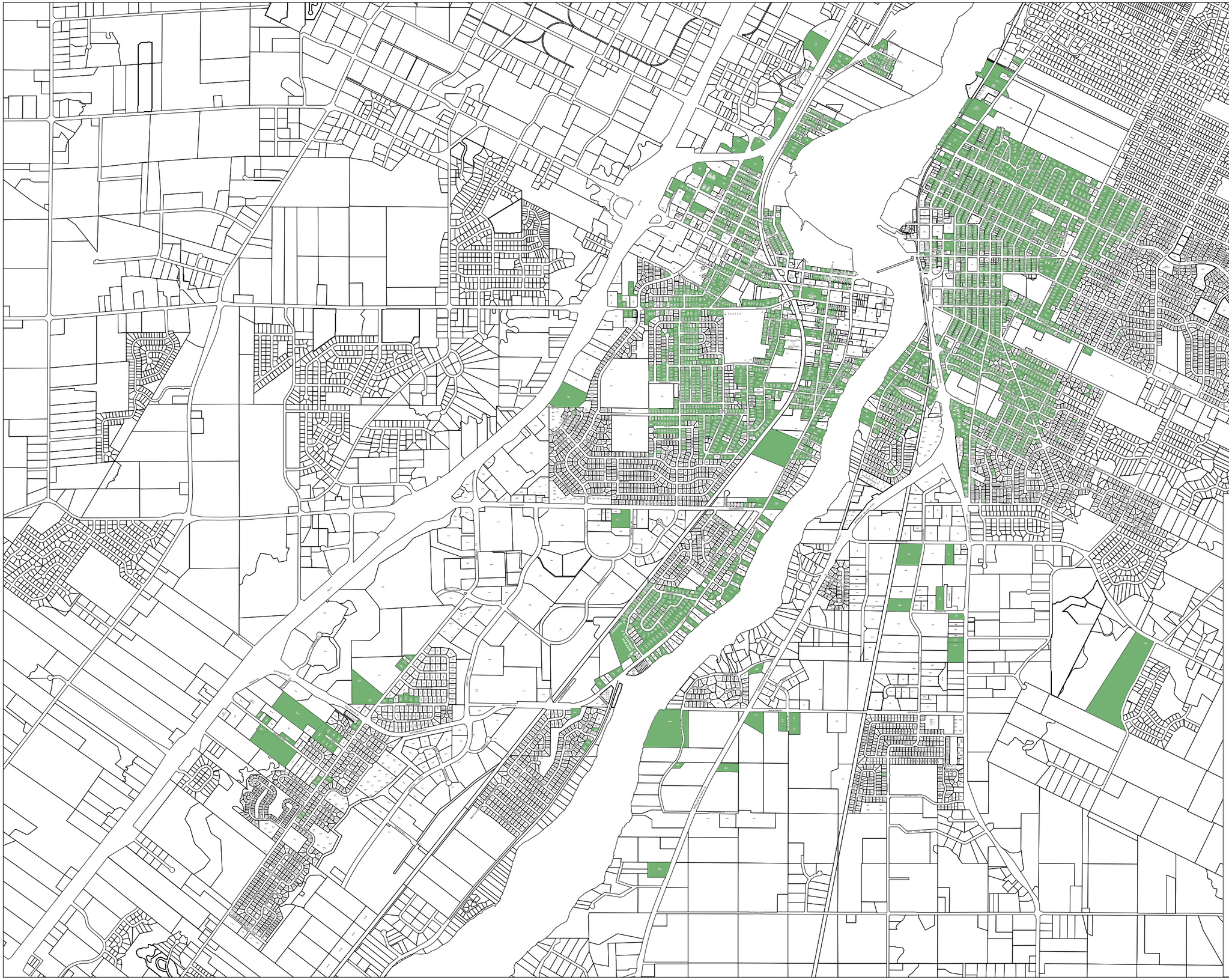
Staff is planning on the following actions for the sump pump inspection program:

- Continue investigating internal records.
- Send letters to properties where the existence of a sump pump cannot be verified. The letter will include a form to be returned on whether the property has a sump pump.
- Research ordinance updates required for the sump pump installation program.
- Implement an overall public information campaign for the entire City on the impacts to inflow and infiltration.

Long term, the information above will be used to create a program for requiring sump pumps along with overall inspection of existing sump pumps, the time frame to complete, and the funding.

Attachments

Map of Parcels Built Prior to 1973 (PDF)



LEGEND

1973 & Older Construction

N
W E
S

1 inch = 1,208 feet

DE PERE SM

SUMP PUMP ORDINANCE MAP

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

Disclaimer: The property lines, 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 are only intended for use as a general referance and are not intended or suit
the contrary of the above stated uses is the responsibility o
user's own risk.