

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Section 19.84, Wisconsin Statutes, 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 **Monday, July 8, 2013, 7:30 p.m.** in the Council Chambers of the City Hall, 335 S. Broadway, WI 54115.

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

*** Items marked are to be forwarded to City Council for approval.**

AGENDA FOR SAID MEETING:

1. Roll Call
2. Approve minutes of the regular meeting held on June 10, 2013 which were previously forwarded to Board Members.
3. Public Comments.
4. Consider Request for Revocable Occupancy Permit - Pubhaus.*
5. Consider Engineering Technical Services Regarding Installation of Verizon's Wireless Antennae Facilities on City Water Towers.*
6. Discussion of Mini-Storm Sewer Policy
7. Future Agenda Items
8. Adjournment

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

Agenda Sent to:

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

De Pere Journal
Green Bay Press Gazette
TV and Radio Stations
De Pere Area Chamber of Commerce
De Pere Area Business Alliance
North American Communications
WI Public Service Corporation
Brown County Library, De Pere
Don Sliwka

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

BOARD OF PUBLIC WORKS

CITY OF DE PERE, WISCONSIN – JUNE 10, 2013

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session in the Council Chambers in City Hall, on Monday, June 10, 2013.

1. Roll Call. Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Kneiszel, Bauer, and Heuvelmans. Others present were: Eric Rakers, City Engineer, and Pam Denis, recording secretary.
2. Approve Minutes. Alderperson Kneiszel moved to approve the minutes of the May 13, 2013 Board of Public Works regular meeting, Alderperson Bauer seconded the motion. Upon vote, the motion carried unanimously.
3. Public Comment. None.
4. Consider Terrace Paving on Superior Street at 620/622 George Street. City Engineer Rakers presented a request from That Covers It, at 620/622 George Street to fill in the grass in the terrace area on the east side of the property with plain concrete. After discussion, Mayor Walsh moved to approve the request, Alderperson Heuvelmans seconded the motion. Upon vote, the motion passed unanimously.
5. Consider Award for Project 13-04 Street Construction/Reconstruction. City Engineer Rakers presented the staff recommendation to award the bid for new concrete paving and street lighting on Innovation Court, as well as concrete street reconstruction and storm sewer on the east half of American Boulevard between Fortune Avenue and Scheuring Road to Zignego Company, Inc. Discussion followed. Mayor Walsh moved to approve the staff recommendation to award the bid for Project 13-04 Street construction/Reconstruction to Zignego Company, Inc. in the amount of \$1,033,388.30. Alderperson Boyd seconded the motion, upon vote the motion passed unanimously.
6. Consider Rejection of Bids for Project 13-06 Hemlock Creek Stream Crossing. City Engineer Rakers presented the staff recommendation to reject the bids for Project 13-06 Hemlock Creek Stream Crossing as the bids were higher than the budgeted amount for the project from TID #8 of \$187,000. He explained that after discussion with contractors, there was a significant cost included in the bids to get access to the site due to the weight of the structures and potentially poor soils. Staff is investigating alternatives. Alderperson Heuvelmans moved to reject the bids received on May 30, 2013 for Project 13-06 Hemlock Creek Stream Crossing, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed unanimously.
7. Consider Award for Project 13-07 Asphalt, Curb, and Sewer Repair. City Engineer Rakers presented the staff recommendation to award the bid for Project 13-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc. in the amount of \$868,310.50. Alderperson moved to approve the staff recommendation, Alderperson Boyd seconded the motion. Upon vote, the motion passed unanimously.

8. Consider Compliance Maintenance Annual Report for Wastewater Collection System. Eric Rakers, City Engineer, presented the Compliance Maintenance Annual Report for Wastewater Collection System to the Board for approval. Mayor Walsh moved to approve the Report for submittal to the Wisconsin Department of Natural Resources, Alderperson Heuvelmans seconded the motion. Upon vote, the motion passed unanimously.
9. Discuss Speed Concerns on Broadway for Trucks Hauling Dredged Material from the Fox River. City Engineer Rakers presented a table of radar checks done by Tetra Tech to show speeds of trucks hauling dredged materials from the Fox River. Gene Frederickson Trucking is hauling the material; Tetra Tech is the engineering firm overseeing the dredging operation for the project and performs periodic speed checks. City Engineer Rakers noted that the recorded speeds were all within the acceptable limits. Discussion followed.
10. Discuss \$75 Connection fee for connections to Laterals. City Engineer Rakers presented follow up to the discussion at the last Board of Public Works Meeting regarding the \$75 connection fee charged for connecting to a storm lateral. He reviewed the City Ordinance requiring the \$75 fee. Discussion followed. City Engineer Rakers explained that if the property doesn't have a sump pump or drain tiles the property owner would not have to connect to the storm lateral and would not have to pay the connection fee. He shared that the City is trying to provide storm laterals so that properties with sump pumps and backyard drains have access. He explained that at some point in the future the City will have to address those properties that currently drain storm water into the sanitary water system through foundation drains.
11. Future Agenda Items. Alderperson Heuvelmans shared that there are no speed limit signs on Lawrence Drive from Grant Street to Scheuring Road. He stated that possibly they were removed during construction.
15. Adjournment. Mayor Walsh moved to adjourn the meeting, seconded by Alderperson Boyd. Upon unanimous vote, the meeting was adjourned at 7:55pm.

Respectfully submitted,

Pam Denis

Recording Secretary

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: June 27, 2013
Subject: Consider Request for Revocable Occupancy Permit – Pubhaus

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

The business the “Pubhaus” located at 600 George Street has requested permission to allow outdoor seating on the City’s sidewalk for their customers. The request is for proposed seating for four (4) 36” tables alongside the building. (See attached sketch) Staff has reviewed the request on site and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the tables and chairs adjacent to the building. I discussed with owner that she could go up to a 36” table and she requested this as part of the permit instead of the original 12” table. I also told owner tables and chairs need to be kept adjacent to building so it would not impact pedestrian traffic.

Staff recommends granting a revocable occupancy permit.

New

Permit Fee:

\$ 25.00

Permit Valid:

July 1 thru June 30

SIDEWALK CAFE PERMIT APPLICATION

City of De Pere

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

Applicant Information

Applicant Name:	Pubhaus at 600 / Bobbi Schroeder	
Applicant Address:	600 George St	
Applicant Phone:	920 339 5100	Applicant Cell Phone: 260 705 4599
Establishment Name:	Pubhaus at 600	
Establishment Address:	600 George St	
Phone:	920 339 5100	Fax: N/A

Required Materials

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

Signatures

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

Approvals

Signature: Clerk's Office	Receipt # 84040
	Dated: 6-25-13
	Issued:
Signature - Board of Public Works, Engineering Division	Permit #:



CERTIFICATE OF LIABILITY INSURANCE

THEPU-1

OP ID: ML

DATE (MM/DD/YYYY)

05/01/2013

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

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

PRODUCER Spectrum Insurance Group GB 425 South Adams St. Ste 102 Green Bay, WI 54301 Rick Carlson		Phone: 920-884-2850 Fax: 920-884-2851	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
INSURED The Pub Haus at 600 LLC 600 George Street De Pere, WI 54115		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Wilson Mutual			19950
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			32.009283-00	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			32.009283-00	03/01/2013	03/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

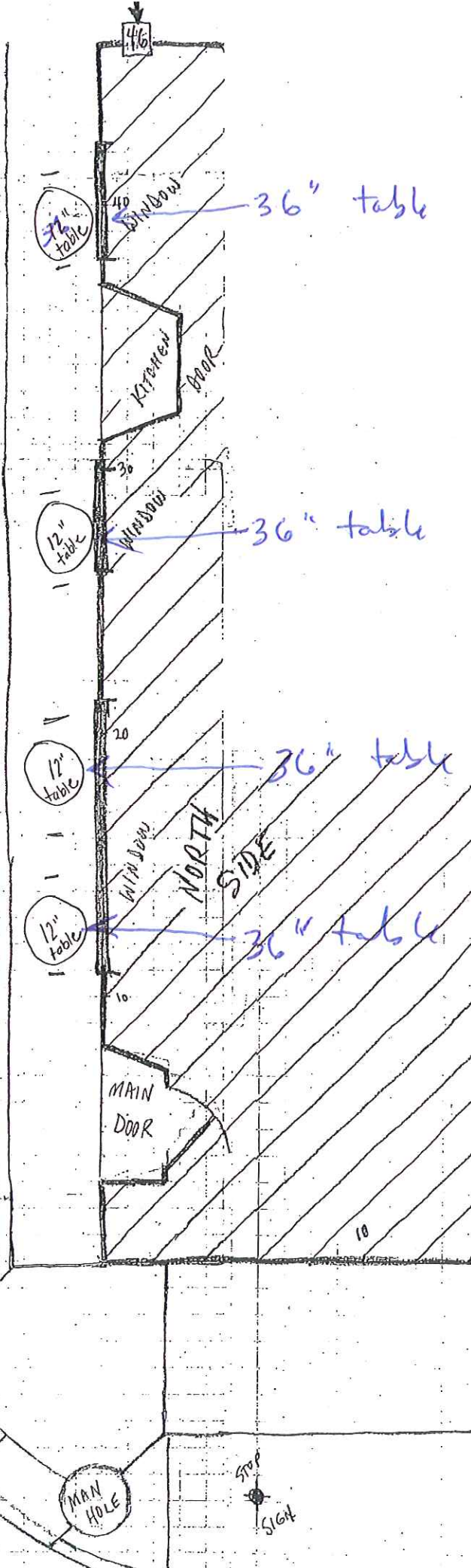
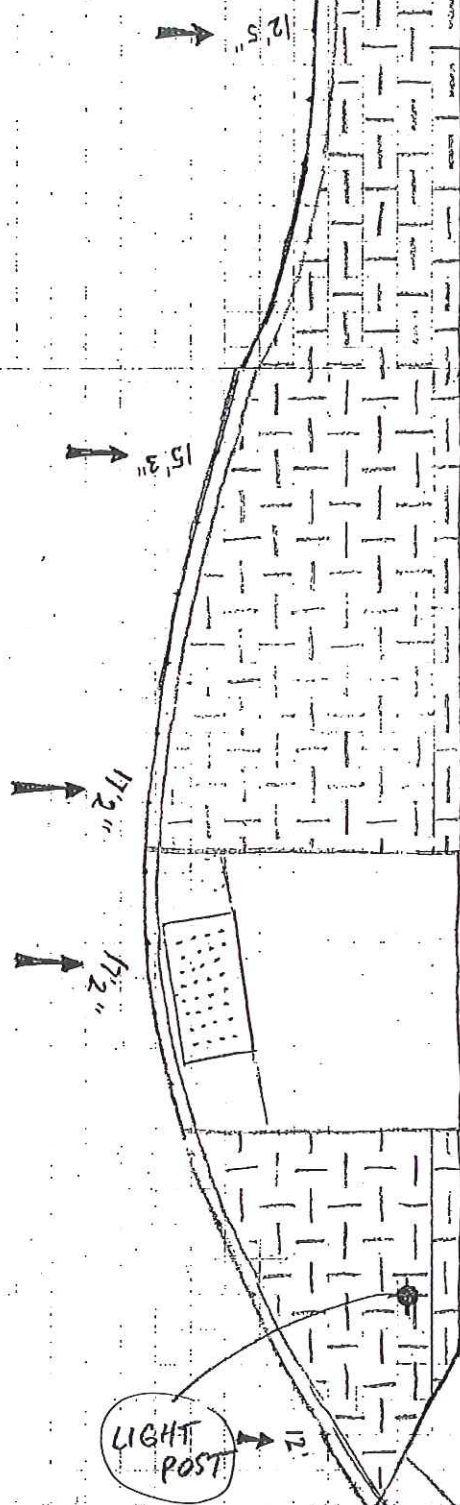
City of De Pere is listed as additional insured on the general liability per policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

CITYD01 City of De Pere 335 South Broadway De Pere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Carlson
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GEORGE STREET



DRAWN BY:

A3 RENOVATIONS

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S. J. T.
Date: June 25, 2013
Subject: Consider Engineering Technical Services Regarding Installation of Verizon's Wireless Antennae Facilities on City Water Towers

The City received a request from Verizon regarding installation of wireless antennae facilities on the City's Merrill Street water tower. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Verizon. Staff has received payment from Verizon for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Merrill Street water tower.



Buell Consulting, Inc.
2324 University Avenue West, Suite 200
Saint Paul, Minnesota 55114-1854
(651) 225-0792
www.buellconsulting.com

*Site Acquisition
Permitting
Established 1991*

June 18, 2013

Ms. Judy Schmidt-Lehman
De Pere City Attorney
City of De Pere
335 S. Broadway
De Pere, WI 54115



Dear Ms. Schmidt-Lehman,

Enclosed you will find a check in the amount of \$9300.00 for the Construction Drawings review and site inspections by Dixon Engineering, Inc. for the Verizon Wireless AWS upgrade for their site located on the Water Tower at Merrill and Ontario.

If you have any questions or concerns please feel free to contact me at 612-723-5180 or by email at wolf122150@cs.com.

Best regards,

Bob Wolf

Bob Wolf
Buell Consulting, Inc.
Agent for Verizon Wireless
612-723-5180

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for Verizon (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Nine Thousand Three Hundred dollars \$9,300. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

06/06/13

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify DIXON** of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350. (Site Walk prerequisite \$1,300)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. (1) Preconstruction Meetings \$950 per meeting
 - B. (6) Installation and Post Inspections \$950 per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2013

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works *EPZ*
From: Eric P. Rakers, P.E., City Engineer
Date: July 3, 2013
Subject: Discussion of Mini-Storm Sewer Policy

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

General Discussion/Background

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

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

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

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

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

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

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

engineer or designee.

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

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

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

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

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

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

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

Mini-Storm Sewer Alternative

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

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

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

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

The disadvantage for the mini-sewers is as follows:

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

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

Potential Costs/Funding

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

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

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

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

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

Points of Discussion/Consideration

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