



Board of Public Works

Regular Meeting

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

Agenda

Monday, June 13, 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 **June 13, 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](tel:18668994679)

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperecitywi.igmp2.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 May 9, 2022 Board of Public Works Meeting Minutes**
- 2. Election of Vice Chairperson**
- 3. Consideration and possible action on the deferral of the sidewalk installation at 2406 Kilrush Road until June 30, 2023**
- 4. Consider and Possible Action Regarding Definitely De Pere's Request to Waive Public Works Fees***
- 5. Consideration and Possible Action on Parking Lease Agreement with Ahlstrom-Munksjo (Updated June 2022)**
- 6. Consideration and possible action on Award of Contract for Project 22-17 City Hall Window Replacement***
- 7. Consideration and possible action on City Engineer Parking and Traffic Recommendations**
- 8. Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items**

9. Consideration and possible action on award of Contract 22-02 Lewis Street Reconstruction*
10. Consideration and possible action on award of Contract 22-07 Curb Repair and Street Resurfacing*
11. Discussion on Contract 22-09 Pond and Drainage System Construction
12. Consideration and possible action on award of Contract 22-24 East Side Alley Reconstructions*
13. Discuss Possible Additional Revenues for Street Improvements
14. Discuss Pond Trapping for 2021 and 2022
15. Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*

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, June 13, 2022 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
TRI CITY GLASS & DOOR
MCC, INC
KCG EXCAVATING, INC

DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
JONATHAN & MARGARETTE CALVO
KRUCZEK CONSTRUCTION COMPANY
PETERS CONCRETE COMPANY
AHLSTROM-MUNKSJO



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the May 9, 2022 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2022 0509 CE_BOPW_Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, May 9, 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	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Betty Sellenheim, Recording Secretary
Larry Delo, City Administrator

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 March 7, 2022 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the March 7, 2022 Board of Public Works Meeting Minutes, seconded by Mayor Boyd.
Aldersperson Hansen asked why the March Minutes were not approved at the April meeting. Betty Sellenheim, Recording Secretary, stated it was because they were accidentally omitted from the agenda.
Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

2. Approval of the April 11, 2022 Board of Public Works Meeting Minutes

Aldersperson Raasch moved to approve the April 11, 2022 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on 2022 Gap Sidewalk Orders and Special Charges*

Eric Rakers, City Engineer, outlined the order and special charges for 2022 gap sidewalks, of which property owners were initially notified in June 2021. Mr. Rakers also outlined the gap sidewalk program and the annual inspections.

Aldersperson Raasch asked about a property with a couple missing slabs, due to a utility pole and manhole. Mr. Rakers explained that WPS was in the process of moving the utility pole, the City would set the manhole, and the properties are included in the annual sidewalk orders as item number 11 at this meeting. Aldersperson Hansen asked if corner properties are required to install sidewalk on both sides. Mr. Rakers stated they are and that is why the approximate costs are considerably higher than other locations listed.

Mayor Boyd moved to approve 2022 Gap Sidewalk Orders and Special Charges, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on 2023 Gap Sidewalk Orders and Special Charges*

Eric Rakers, City Engineer, outlined the 2023 Gap Sidewalk Orders and Special Charges, similar to the 2022 Order and Special Charge previously discussed, but encapsulated as one item, with no need to bring the item back in 2023.

Aldersperson Hansen mentioned that besides meeting the 10 year condition, the Roth Road property also meets the developed frontage condition. Mr. Rakers stated he was correct.

Aldersperson Raasch moved to approve 2023 Gap Sidewalk Orders and Special Charges, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on Broadway and Cook Street intersection concerns*

Eric Rakers, City Engineer, outlined safety concerns regarding this intersection. Mr. Rakers explained the research and follow-up staff performed including reaching out to the Wisconsin DOT for crash history. The DOT informed staff the intersection is scheduled for resurfacing in 2029, but does not include any upgrades. Mr. Rakers displayed the current configuration of the intersection and explained the issues, specifically with the left turn lanes. Mr. Rakers suggested discussing reconfiguring the left turn lanes to be safer with DOT during the resurfacing in 2029. Mr. Rakers outlined a few short term changes that could still improve the safety of the intersection including upgrading the lights to LED and painting left turn outside lines to guide turning vehicles. Aldersperson Raasch asked how a vehicle would know which side of the turn guide line to use. Mr. Rakers explained it would be an extension of the lane line from the north and south turn lanes. Aldersperson Carpenter asked if the County or State would need to approve the short term improvements. Mr. Rakers stated it would be through the state but this location is part of connecting highways, which the City has a little more jurisdiction

on. Mr. Rakers stated he did not think the DOT would have any issues with the improvements.

Mr. Rakers added working with DOT and Brown County to install advanced warning signs for reduced speed coming up to Cook Street. Mr. Rakers outlined the crosswalk timing. Mr. Rakers outlined staff recommendations including short term and long term improvements.

Alderson Carpenter moved to approve the staff recommendations for updates at and near the Broadway and Cook Street intersection, seconded by Alderson Raasch. Alderson Hansen asked Mr. Rakers to display the aerial depiction of the long-term improvement of slotted left turn lanes. Alderson Hansen asked if DOT could be contacted regarding this improvement, though they do not plan any work for seven years at this intersection. Mr. Rakers stated there wouldn't be harm in asking if the slotted left turn lanes could be added or considered.

Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on 2022 Street Funding

Eric Rakers, City Engineer, outlined discussions from April in regards to Project 22-01 funding concerns and the possible impact it had on other projects for 2022. Mr. Rakers stated based on prices and staff estimates, there is an approximate shortfall of \$700,000 for construction projects in 2022. Mr. Rakers outlined a few situations that contribute to the shortfall. Mr. Rakers explained the options to rectify the shortfall including bonding for additional funds and/or postponing some streets for resurfacing work. Mr. Rakers added that long term, there needs to be changes to handle the increased costs of products and/or materials.

Alderson Carpenter asked what the impact of bonding \$700,000 would have. Larry Delo, City Administrator, explained the impact on the tax roll of bonding this amount one time versus multiple consecutive years. Alderson Carpenter asked if the street construction standards that included less base material, are impacting the conditions of these streets. Mr. Rakers explained the theory that the streets with less base see cracking along the curb more and likely due to garbage and recycling collection trucks. Mr. Rakers stated the new streets with more base material do remain in better condition for longer, but staff is still working to maintain the streets with less base without needing to reconstruct them. Alderson Carpenter requested a list of streets with less base to use as a judge for potential future failures. Mr. Rakers explained how the work types (reconstruct, resurface, pulverize/pave) vary from year to year and are used to consider the budget. Mayor Boyd asked if oil prices were partly to blame for increased costs. Mr. Rakers stated that plays a role and listed some prices that reflect the increase.

Alderson Raasch explained his concerns with falling behind on the construction programs but also with bonding additional funds. Alderson Raasch asked and Mr. Delo answered how much the referendum includes annually for street work (\$741,000) and when it was established (2006). Alderson Raasch remarked that much has changed since 2006 including costs and spoke in favor of bonding the \$700,000 for 2022 and re-evaluating the needs of the future. Scott Thoresen, Public Works Director, explained options moving forward including bonding, creation of a transportation utility,

or decreasing the amount of work annually. Mayor Boyd asked the option on revisiting referendums. Mr. Delo outlined the options moving forward.

Alderson Carpenter approved bonding \$700,000 for 2022 street funding for completing resurfacing project, seconded by Mayor Boyd.

Alderson Raasch expressed concerns with the unknown future funding of construction projects. Mayor Boyd verified the bonding would go to Council for approval. Mr. Delo explained the process. Alderson Hansen asked about the composition of base on smaller streets such as Nob Hill. Mr. Rakers outlined the normal process of resurfacing that will be followed on these streets.

Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on Contract 22-01 Sewer and Water Relay and Street Resurfacing Funding*

Eric Rakers, City Engineer, outlined staff's recommendation for funding the water main associated with full completion of Project 22-01 Sewer and Water Relay and Street Resurfacing through 2023 water utility funds. Mr. Rakers explained this would result in less water utility work in 2023, but still a sizeable project.

Alderson Raasch asked if this item required a motion since the funding will be available and the project is awarded. Scott Thoresen, Public Works Director, outlined why the funding recommendation would need to be approved by Board and Council. Alderson Carpenter moved to approve staff's recommendation to utilize 2023 funds to pay for Ridgeway Boulevard water main repairs in Project 22-01 Sewer and Water Relay and Street Resurfacing, seconded by Alderson Raasch.

Upon vote, the motion passed unanimously.

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

8. Consideration and possible action on the State Municipal Agreement with Wisconsin Department of Transportation for Local Road Improvement Program Grant*

Eric Rakers, City Engineer, outlined the grant, work to be completed, and grant funds, along with associated City funds.

Alderson Hansen asked why certain streets were eligible to be included for this funding. Mr. Rakers stated all streets from 22-07 would have been eligible, but there is a certain amount of funds based on lane miles and staff submitted a set of streets that used that funding amount and resulted in City contributing over 50% of costs.

Alderson Raasch moved to approve State Municipal Agreement with Wisconsin Department of Transportation for Local Road Improvement Program Grant, seconded by Alderson Ledvina.

Upon vote, the motion passed unanimously.

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

9. Consideration and possible action on Main Avenue Clock Tower Options

Scott Thoresen, Public Works Director, outlined the options previously discussed and current costs associated with each option.

Alderperson Carpenter moved to approve option 3 (fundraising in 2022 and shortfall funding by the City in 2023), seconded by Alderperson Raasch.

Alderperson Hansen asked and Mayor Boyd answered that at staff level there will be a discussion of the fundraising process. Alderperson Carpenter asked if the clock price would be anticipated to increase if not purchased at the current price listed. Mr. Thoresen stated there was a chance that could happen.

Upon vote, the motion passed unanimously.

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

10. Consideration and possible action on City's share for engineering design for STH 32 (Main Ave)

Scott Thoresen, Public Works Director, outlined the funding needs to support the 2022 portion of engineering design for State Highway 32/Main Avenue.

Alderperson Hansen asked for an update on construction. Mr. Thoresen stated the last he heard it was anticipated for 2029. Mr. Thoresen further explained the scoping process to be completed prior to designing the project and how those results impact the timeline and funding.

Mayor Boyd moved to approve bonding \$50,000 for engineering design costs for STH 32 (Main Ave), seconded by Alderperson Ledvina.

Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on 2022 Sidewalk Repair Orders and Special Charges

Eric Rakers, City Engineer, explained the annual sidewalk repair and replacement program. Mr. Rakers added that staff is recommending offering a five year payback option for properties with sidewalk repairs in excess of \$1,000 with an interest rate based on current bonding plus one percent.

Alderperson Hansen moved to approve the 2022 sidewalk repair orders and special charges with 5 year payback on charges over \$1,000, seconded by Alderperson Ledvina

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

12. Consideration and possible action on award of Contract 22-22 Downtown Sidewalk and Street Lighting*

Eric Rakers, City Engineer, outlined the project limits and funding, along with requesting additional funds be bonded to cover the overage.

Alderperson Carpenter moved to approve award of Contract 22-22 Downtown Sidewalk and Street Lighting, seconded by Mayor Boyd.

Alderperson Raasch asked for an update of all the additional bonding requests to cover the overages. Scott Thoresen, outlined the usual process that involves a full list of all deficits and surpluses and is presented at Council in July. Mr. Rakers further outlined projects that were still outstanding to bid for 2022. Mr. Rakers added that since the projects are all based on unit prices, they can be modified based on funding.

Upon vote, the motion passed unanimously.

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

13. Discuss Pond Sediment Review

Eric Rakers, City Engineer, outlined the sediment inspection process and results from the first year of inspections.

RESULT:	DISCUSSED
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IV. Future Agenda Items

Discuss future street funding options, including referendums and wheel/utility tax in surrounding communities

Muskrat trapping update

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:35 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: June 13, 2022

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Election of Vice Chairperson



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

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

ATTACHMENTS:

- 2022 0613 CI_BOPW_2406_Kilrush_SW_Deferral (PDF)
- Exhibit (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 13, 2022

RE: **Consideration and possible action on the deferral of the sidewalk installation at 2406 Kilrush Road until June 30, 2023**

Jonathan and Margarette Calvo, property owners of 2406 Kilrush Road contacted Engineering Staff on Tuesday, May 24, 2022 to request that the deadline to install sidewalk at their vacant property be extended a year. The Calvo's recently purchased 2406 Kilrush Road in January of 2022 with the intent to build and were unaware of the sidewalk installation order at the time of purchase.

Exhibit 1 shows this property's location within the Garrity's Glen Subdivision.

Background

On June 7, 2021 the Board of Public Works approved the project approach for gap sidewalk installation orders based on the following policy:

"Concrete sidewalks shall be constructed in the right-of-way as set forth herein where the following conditions exist:

- 1. Along the streets adjacent to a lot on which a building is constructed;*
- 2. At least 80% of the lots are developed or 80% of the frontage is on lots that are developed, per side of the street; or*
- 3. On all streets in subdivisions after it has been ten (10) or more years since the acceptance of the first building permit for the subdivision phase."*

On October 11, 2021, the board added the following language to the gap sidewalk installation policy for the deferral of gap sidewalk installation orders:

"To accommodate new home construction, the Board of Public Works may defer sidewalk gap orders up to one year after the initial order construction date. After which, sidewalk shall be installed by the Department of Public Works if there is no home construction taking place."

The property owners at 2562 E. Scarlet Oak Road and 635 Diversity Drive have already been given an extension by the Board of Public Works until June 30, 2023. The extension was given due to the anticipated home construction at these properties.

Recommendation:

Staff does not oppose the deferral request based on recent decisions by the Board. If the Board votes to approve the deferral request, a one year extension to June 30, 2023 will be granted.

Attachments:

Exhibit 1 (PDF)



CITY OF DE PERE

Public Works - Engineering Department

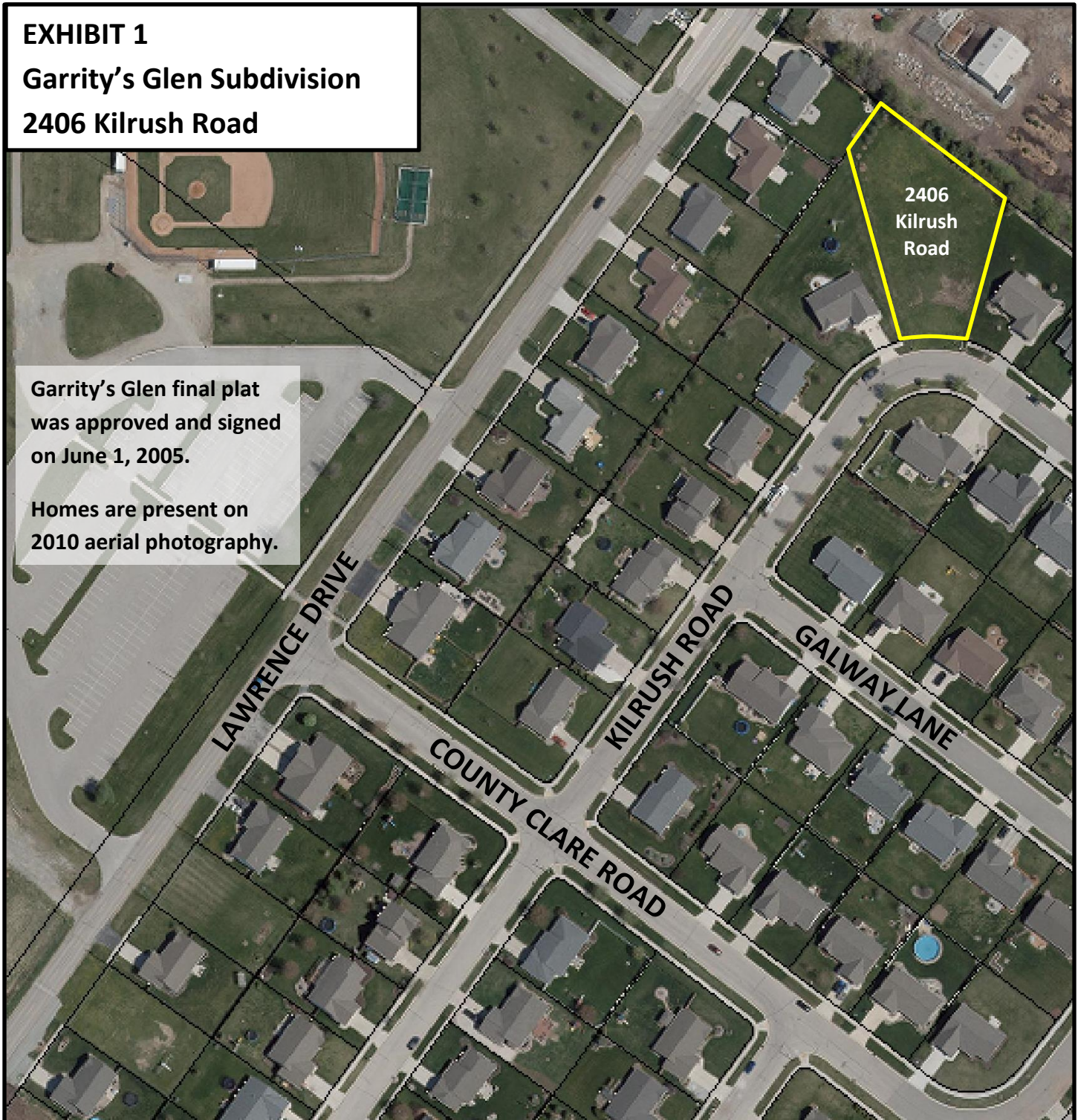
925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org

EXHIBIT 1

Garrity's Glen Subdivision
2406 Kilrush Road

Garrity's Glen final plat
was approved and signed
on June 1, 2005.

Homes are present on
2010 aerial photography.





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

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

Definitely De Pere has requested the City waive the public works' fees for their downtown special events which would include: Farmer's Market, Art Walk, Plaza Music Nights, Food Truck Rally, and Holly Day. (See attached request)

ATTACHMENTS:

- Definitely De Pere Request to Waive Public Works Fees 6-6-2022 (PDF)



June 6, 2022

RE: Request to waive DPW fees for downtown events

Dear Board of Public Works:

Definitely De Pere respectfully requests that DPW fees be waived for downtown events including: Farmers Market, Art Walk, Plaza Music Nights, Food Truck Rally, and Holly Day.

The services include storing the Definitely De Pere event trailer (containing tables, tents, chairs, etc) at the MSC and hauling it to and from each event along with barricades and garbage carts.

Time and cost in 2021 was 3 hours and \$200 per event. These services would take place during regular DPW business hours. There are 26 event days total, equivalent to approximately \$5,200, and with a 50% exempt discount, the total dollar amount would be \$2,600.

In exchange, Definitely De Pere will provide the City of De Pere with in-kind sponsorship recognition including logo inclusion on all event related marketing materials.

Definitely De Pere is a non-profit, 501(c)(3) charitable organization.

Thank you for your consideration and for helping us create vibrancy in downtown De Pere!

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tina Quigley', with a stylized flourish at the end.

Tina Quigley, Executive Director
Definitely De Pere



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

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

ATTACHMENTS:

- Mayor & BPW-Ahlstrom Revised Parking Lease 6-13-22 (PDF)
- Updated Ahlstrom Parking Lease 2022-final draft with exhibits (PDF)
- Thilmany-City 1992 Parking Lease with 2009 and 2010 amends (PDF)

CITY OF DE PERE MEMO



To: Mayor James Boyd
Board of Public Works
Lawrence Delo, City Administrator

From: Judith Schmidt-Lehman, City Attorney

Date: June 13, 2022 (meeting date)

RE: **Proposed Revised Parking Lease with Ahlstrom - Munksjö**

The City has leased parking space from Ahlstrom-Munksjö and its predecessors since 1992. Over the years, the original 1992 Lease was amended twice, with the original language in the Lease proved difficult to administer.

Earlier this spring, Mr. Kent Hubbard, Manager of the De Pere Ahlstrom facility, contacted me with questions on the Lease. Eventually our discussion concluded an updated Lease with a few revisions would assist in consistent interpretation of the Lease moving in 2022 and moving forward.

I have attached both the 1992 Lease (with Amendments) and the proposed revised Lease. The proposed revised Lease increases the number of spaces leased to 48 and includes the City leasing all of the parking spaces in the "City Lot" (located off of Main Ave at the westerly Claude Allouez Bridge landing), which should eliminate a good bit of confusion.

Please contact me if you have questions or would like additional information on this Revised Lease. I can be reached at 339-4042 or at: jschmidt-lehman@deperewi.gov.

Thank you.

JSL; encl.

PARKING LEASE AGREEMENT

(Updated June 2022)

THIS AGREEMENT is executed this _____ day of _____, 2022 by and between Ahlstrom-Munksjö Nicolet LLC a Limited Liability Company authorized to do business in the State of Wisconsin ("Landlord") and the City of De Pere, a Wisconsin Municipal Corporation ("Tenant"), collectively the "Parties".

WHEREAS, Landlord and Tenant are Parties to a Lease dated January 22, 1992, and amended on February 6, 2009 and on August 20, 2010 (together the "1992 Lease"), pertaining to Landlord's lease of certain property to Tenant for public parking purposes; and

WHEREAS, the Parties wish to terminate the 1992 Lease and enter into this Lease Agreement("Lease") upon the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency, of which is hereby acknowledged, together with the promises and obligations contained herein, the Parties agree as follows:

I. LEASED PREMISES

- A. Property Subject to Lease.** Subject to the requirements set forth below, Landlord leases to Tenant the parking spaces shown on the map attached and incorporated as Exhibit A (the "Leased Premises"). The total number of parking spaces leased is 48 and are generally described as:
1. River Lot – 16 spaces
 2. Alley Lot – 32 spaces
- B. Rent.** In addition to the obligations of Tenant for the benefit of Landlord in this Lease, Tenant shall pay annual rent of one dollar (\$1.00) to Landlord.
- C. Use of Leased Premises.** Tenant shall use the Leased Premises for public parking purposes subject to such terms and conditions Tenant deems reasonable and appropriate, including but not limited to:
1. Tenant shall post the ten (10) easternmost stalls in the Alley Lot as "Reserved Parking" for Landlord's use.
 2. Tenant shall enforce its parking regulations pertaining to public and private parking upon the Leased Premises in the same manner as it enforces said regulations elsewhere within the City.

Ahlstrom-Munksjö Parking Lease
1 | Page

3. Tenant shall not assign this Lease or sublet any part thereof without the prior written consent of Landlord.
 4. Landlord shall have the ability to utilize the River Lot for staging and access purposes associated with building maintenance and repair, dam maintenance and repair and other maintenance work requiring access to the adjacent Fox River without the need for any permit or other permission of Tenant. Landlord shall provide City with a two-week notice in advance of its use of the River Lot for such purposes. Landlord and City shall work together to determine whether, for public safety reasons, use of the River Lot for public parking purposes during the period of Landlord's use can continue and if, so, under what conditions.
- D. Maintenance.** Tenant shall, in accordance with and consistent with the maintenance of its own parking facilities, at its own expense, maintain the Leased Premises and any improvements or alterations thereon, in good order, repair and condition, including but not limited to pavement striping, seal coating/crack-sealing, pavement patching, sweeping, litter/debris removal, and snow/ice removal. Tenant shall not be required to make any capital improvement, such as asphalt overlay or repaving, to the leased premises except at its own initiative and then upon the written consent of Landlord. Tenant shall further maintain, at its expense, the leased premises in compliance with all applicable federal and state codes, regulations, ordinances or rules.
- E. Term.** The term of this Lease shall be one (1) year, commencing _____ and terminating _____. The Lease Agreement shall automatically renew for such one-year term unless either party gives written notice of discontinuing the Lease to the other party at least thirty (30) days prior to the lease termination date. In addition, this Lease Agreement may be terminated by either party upon sixty (60) days written notice thereof at any time during the Lease term.
- F. Surrender of Leased Premises.** At the termination of the Lease, Tenant shall promptly surrender the Leased Premises to Landlord in good order and repair, normal wear and tear excepted. If any legal proceedings are brought by Landlord for recovery of possession of the leased premises after written notice of lease termination has been provided, Tenant shall pay to Landlord all costs and expenses including reasonable attorney's fees for such proceedings.

II. LEGAL RIGHTS AND RESPONSIBILITIES

A. Insurance. Tenant shall keep in full force and effect during the leased term, such public liability and property damage insurance with respect to the Leased Premises and operations of Tenant thereon or those of any third parties as required by Landlord and described in the "Ahlstrom-Munksjö North America Specialty Solutions Supplier Insurance Requirements (2021)", attached and incorporated as Exhibit B. If Landlord is damaged directly or indirectly

by any failure or refusal of Tenant to obtain or maintain insurance as required under this paragraph, Tenant shall indemnify and hold Landlord harmless from and against such damage, including any costs, expenses, and reasonable attorney's fees paid or incurred by Landlord.

B. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from and against any claims, actions, damages, losses, liabilities, judgments, fines, forfeitures, costs and expenses, including reasonable attorneys fees, in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon, or at the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof or caused or alleged to have been caused wholly or in part, insofar as permitted by law, by any intentional, reckless, or negligent act or omission to act of Tenant, Tenant's contractors, employees, permittees, agents or concessionaires, except that Tenant shall not be required to defend, indemnify or hold Landlord harmless from or against any claim, action, damage, loss, liability, judgement, fine, forfeiture, costs, expense, including attorney's fees in connection with loss of life, personal injury or damage to property caused by the intentional, reckless or negligent act of Landlord or their agents, which occurs during the Lease term and while Landlord or their agents are physically present on the Leased Premises. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify and hold Landlord harmless from and against any litigation and shall pay all costs and expenses, including reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

C. Default. If Tenant fails to perform any term or condition of this Lease for more than thirty (30) days after written notice of such default from Landlord to Tenant or if Tenant shall abandon the Leased Premises, Landlord shall have immediate right to enter and use the Leased Premises without resort to legal proceedings and without being held liable for trespass. If Landlord elects to so re-enter or if Landlord takes possession pursuant to legal proceedings, Landlord may terminate this Lease.

III. MISCELLANEOUS

- A. Applicable Law.** This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- B. Right to Encumber Leased Premises.** Landlord shall have the right at any time and without the consent or notice of Tenant to mortgage or otherwise encumber the Leased Premises provided however that writing evidencing such mortgage or other encumbrance shall specifically state that Tenant's rights under the Lease shall not be disturbed if Tenant is not in default of the Lease.

- C. Notice.** Any notice or other communication required under this Lease shall be in writing and shall be sent via first-class US Mail, postage pre-paid, to the following or to such other address as either party may specify in writing to the other party:

If to Landlord:

Ahlstrom-Munksjö Nicolet LLC
c/o Jennifer Heise
P.O. Box 600
Kaukauna, WI 54130

If to Tenant:

City of De Pere
c/o City Clerk
335 South Broadway Street
De Pere, WI 54115

- D. Waiver.** Landlord's waiver of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this lease. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.
- E. Entire Agreement.** This lease and any exhibits attached or incorporated herein shall constitute the entire agreement between the Parties. There are no covenants, promises, agreement, conditions or understandings, either oral or in writing, between the Parties other than as set forth in this Lease. No modification, alteration, amendment, change or addition to this Lease shall be binding unless in writing and signed by both Parties.
- F. Binding Effect.** This Lease shall bind and inure to the benefit of, and be enforceable against, the respective successors and assigns of the Parties.
- G. Partial Invalidity.** If any term, covenant or condition of this Lease or application thereto to any person or circumstances shall to any extent be held by a court having jurisdiction to be valid or unenforceable, the remainder of this Lease or application thereof shall be valid and enforced to the full extent permitted by law.
- H. Termination of Prior Lease.** Upon the execution of this Lease Agreement by both Parties, the 1992 Lease (together with all amendments thereto) and each and every term and provision therein, shall become void and unenforceable.

AGREEMENT CONTINUES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as the date first above written.

AGREED AND ACCEPTED:
Witness:

AHLSTROM-MUNKSJÖ NICOLET LLC

(As to Landlord)

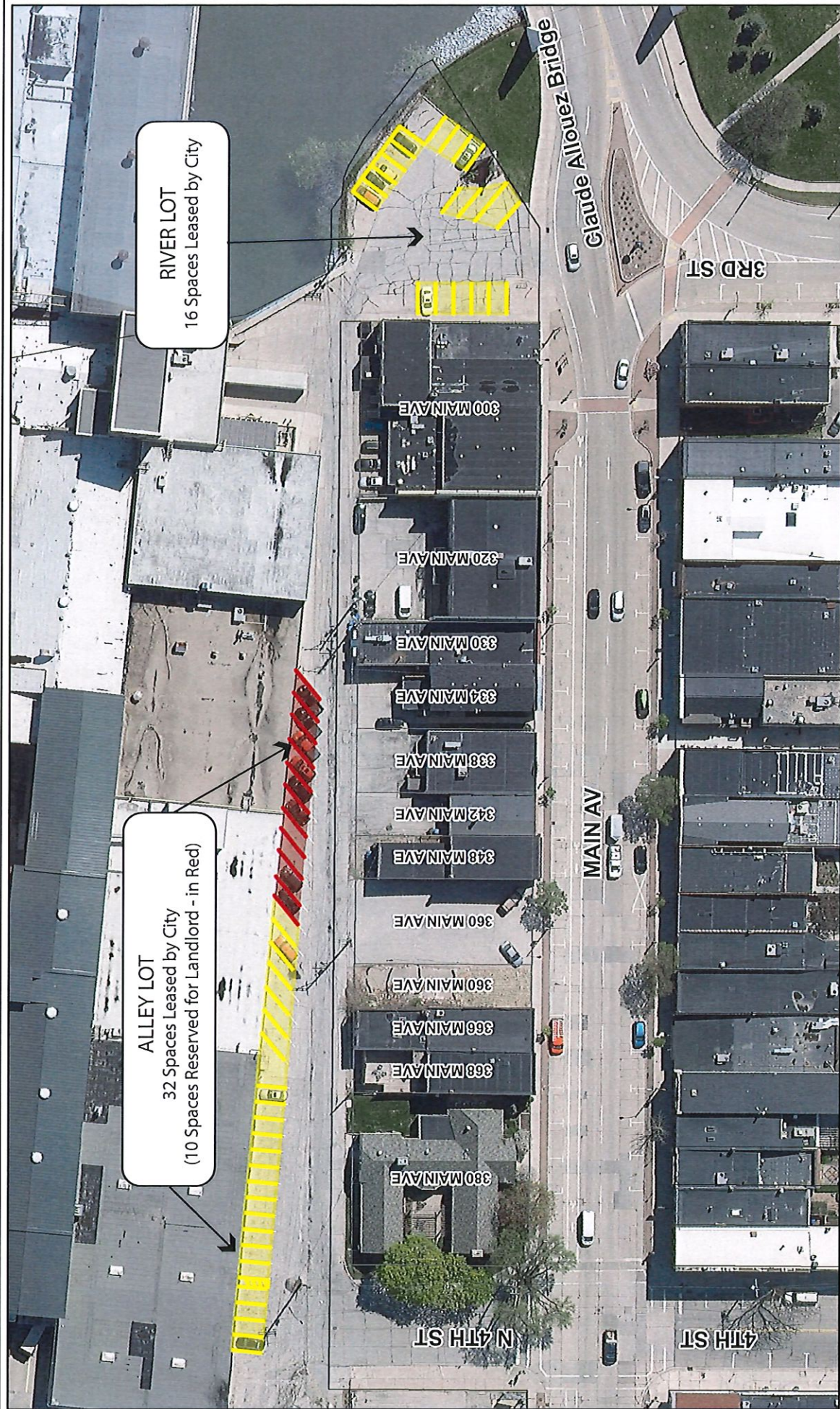
By: _____
Its: _____

CITY OF DE PERE
By:

(As to Tenant)

James G. Boyd, Mayor

Carey E. Danen, City Clerk

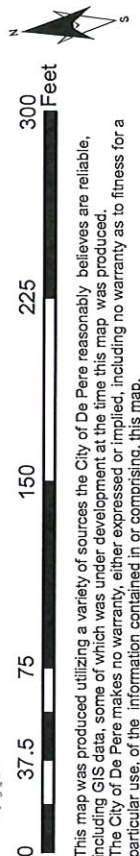


RIVER LOT
16 Spaces Leased by City

ALLEY LOT
32 Spaces Reserved by City
(10 Spaces Reserved for Landlord - in Red)



Exhibit A
City of De Pere



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

File Path: -- Planning\Economic Development\Projects\Downtown\Parking

Data Source: City of De Pere, Brown County



AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC
SUPPLIER INSURANCE REQUIREMENTS

Supplier will maintain, at all times hereunder, the following insurance's.

- * **General/Public Liability:** \$1,000,000 per occurrence - \$5,000,000 aggregate - \$1,000,000 bodily injury and property damage combined--single limit to include "contractual coverage".
- * **Automobile Liability:** \$1,000,000 bodily injury and property damage combined--single limit
- * **Workers Compensation:** Insurance covering the CARRIER'S owners and employees and the owners and employees of any subcontractors in amounts **equal to the state statutory limits**. Proof of coverage must be provided before performing services under this contract. A state approved self insurance program of Worker's Compensation may be used to meet this requirement.
- * **Employer's Liability:** Insurance with a minimum limit of \$1,000, 000 Each Accident/\$1,000, 000 Disease Policy- each employee/\$1,000, 000 Disease – policy limit
- * **Additional Insured:** All certificates must list AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC as an Additional Insured under the General Liability insurance: On your certificate of insurance in the description of operations box it must read: "**AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC is named as additionally insured**" OR "**AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC**" is an additional insured under the General Liability as respects to work being done at AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC.
- * **Excess/Umbrella Insurance:** Excess and/or Umbrella Insurance may be used in conjunction with primary Auto Liability, General Liability and/or Employer's Liability coverage to meet the minimum limit requirements herein. Excess/Umbrella must be listed on the same certificate as the insurance it is to be combined with, OR the certificate for Excess/Umbrella coverage must list the underlying policies included. **\$5,000,000** aggregate
- ❖ Limits within any of the above categories can be obtained using any combination of primary & excess umbrella policies totaling the minimum limits required.
- ❖ *Copies of the Additional Insured Endorsement* to the policies by the carriers and declaration of any claims, which reduce the availability of the primary policy's coverage's, shall be provided prior to the commencement of work.
- ❖ The certificate should also indicate that the insurance company will notify the facility, in writing, at least **thirty (30)** days prior to any change or cancellation of the coverage's shown.
- ❖ The Insurance Certificate Holder must read as follows:

AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC
PO Box 600
Kaukauna, WI 54130

All certificates will be valid for all **AHLSTROM-MUNKSJÖ NA SPECIALTY SOLUTIONS LLC** plants. The certificate must be emailed to insurance.certificates@ahlstrom-munksjo.com. The Kaukauna Plant will keep all certificates on file. Please call (Tammy) 920-766-8267 with any questions you may have.

Please note: The question under the workers comp that says: Any proprietor/partners/executive officers are included or excluded must be answered. If excluded please list their names and if they come on site to do any work.

M:\Sourcing\Forms\Ahlstrom-Munksjö North America\Supplier Insurance Requirements 2021.doc

Exhibit B

FILE COPY

2010 AMENDMENT TO LEASE

This Amendment to lease is entered into this 20th day of August, 2010, by and between Thilmany LLC, a foreign limited liability company authorized to do business in the State of Wisconsin (hereinafter called "Landlord") and the City of De Pere, a Wisconsin municipal corporation (hereinafter "Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease covering certain parking privileges, entered into on January 22, 1992, and amended as of February 6, 2009, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Landlord and Tenant wish to amend such Lease along the terms and conditions more fully set forth below.

NOW, THEREFORE, upon the foregoing recitals and under the terms and conditions and other consideration enumerated herein, the parties agree as follows:

1. The first sentence of paragraph nine (9) of the Agreement shall be amended to read as follows:

Tenant shall regulate the River Lot as a public parking area,
subject to such reasonable terms and conditions as Tenant deems
appropriate.

orig. to CT
9/8/10

2010 Amendment to Lease – Thilmany, LLC
Page 2 of 2

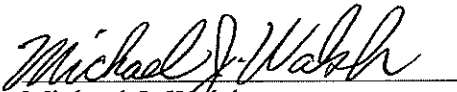
2. All other terms and conditions of the Lease shall remain in full force and effect.

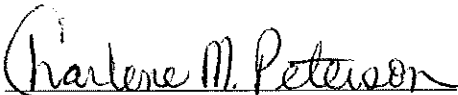
Dated this 20 day of AUGUST, 2010.

Thilmany, LLC
By:


Signature
Print Name LEE R. HAMMEN
Title MEU MANAGER

City of De Pere


Michael J. Walsh
Mayor


Charlene M. Peterson
Clerk-Treasurer

H:\jbiskner\Leases\2010\2010 Amendment to Lease with Thilmany 8-10-145-011-02.doc

AMENDMENT TO LEASE

This Amendment to lease is entered into this 6th day of February, 2009, by and between Thilmany LLC, a foreign limited liability company authorized to do business in the State of Wisconsin (hereinafter called "Landlord") and the City of De Pere, a Wisconsin municipal corporation (hereinafter "Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease covering certain parking privileges, entered into on January 22, 1992, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Landlord and Tenant wish to amend such Lease along the terms and conditions more fully set forth below.

NOW, THEREFORE, upon the foregoing recitals and under the terms and conditions and other consideration enumerated herein, the parties agree as follows:

1. In addition to the "Alley Lot and "River Lot" areas identified in Exhibit A in the Lease, the Landlord leases to Tenant the approximate 186' in length tract of land sufficient in depth to accommodate 17 standard angled parking spaces adjacent to the Thilmany, LLC building and identified as "Library Parking" on Exhibit 1 of Exhibit A.
2. Such "Library Parking" shall fall within the parameters of "leased premises" as used in the Lease and be subject to all terms, conditions and requirements of the Lease.

3. The scrivener's error in Paragraph 1 of the Lease is corrected so that the "Alley Lot", consisting of approximately 222 linear feet accommodates 16 standard angled parking spaces.
4. All other terms and conditions of the Lease shall remain in full force and effect.

Dated this 6th day of February, 2009.

Thilmany, LLC
By:

City of De Pere

Lee R. Hammen
Signature
Print Name LEE R. HAMMEN
Title WILL MANAGER

Michael J. Walsh
Michael J. Walsh
Mayor

Charlene M. Peterson
Charlene M. Peterson
Clerk-Treasurer

H:\dupont\Leases\Amendment to Lease with Thilmany 7-08-145-011-02.doc

LEASE

THIS AGREEMENT, made and entered into this 22nd day of January, 1992, by and between International Paper, Nicolet Division (hereinafter referred to as "Landlord"), and the City of De Pere, a municipal corporation in the State of Wisconsin (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, by this lease, Landlord has generously agreed to lease vacant land to the City of De Pere for the limited purpose of unrestricted use of such area for parking spaces servicing the De Pere Area Library of the Brown County Library System; and

WHEREAS, such lease agreement benefits the Tenant by improving public accessibility to the De Pere Area Library;

NOW, THEREFORE, in consideration of the foregoing recitals and under the terms and consideration addressed below, the parties agree hereto as follows:

1. Lease of Premises. Landlord leases to tenant two separate tracts of land, one consisting of approximately 222 feet in length and sufficient depth to accommodate two standard angled parking spaces located adjacent to the Nicolet Paper Company building and the public alley running to the north and parallel to the 100 block of Main Avenue (such area is illustrated in Exhibit 1 and is hereinafter referred to as "Alley Lot") and the other a rectangular tract of sufficient size to accommodate eight standard perpendicular parking spaces located between the northern side of

the 100 block of Main Avenue and the Claude Allouez Bridge (such area is illustrated in Exhibit 1 and is hereinafter referred to as "River Lot")

2. Term. This lease shall be of a one (1) year term commencing January 1, 1992 and terminating December 31, 1992. The lease shall automatically renew for such one year term unless thirty (30) days prior to the anniversary of the termination date either party gives written notice of intent to discontinue the lease. In addition, this lease may be terminated by either party upon sixty (60) days written notice at any time during the lease term.

3. Rent. Tenant shall pay annual rent of One (\$1.00) Dollar to Landlord in addition to other good and valuable consideration.

4. Improvement by Tenant. It is anticipated that the leased premise shall be used by Tenant as a parking lot. Accordingly, Tenant shall, at its own cost and to the degree deemed necessary by Tenant, make all improvements to such property necessary during the lease term to utilize the property as a parking area, including snow plowing, line striping, signing, and policing said area. Tenant shall not make, erect, or cause to be made or erected, any improvements or alterations other than those herein expressed without Landlord's prior written consent. Any and all improvements or alterations made by Tenant, including those herein expressed or otherwise permitted hereunder, on or to the leased premise shall, pursuant to this paragraph, upon expiration of this lease or sooner

termination, become the property of Landlord without compensation therefor to Tenant provided, however, that Landlord shall have the option, to be exercised in writing within ten (10) business days after the expiration, to remove any signs or other structures otherwise permitted to be placed on the premise at Tenant's expense. In the event that landlord exercises option, Tenant shall forthwith, at Tenant's expense, remove such improvements or alterations and repair to Landlord's satisfaction any damage caused to the leased premise by such removal. Tenant's obligation to remove such improvements or alterations and to repair any damage caused to the leased premise by such removal shall survive the expiration or sooner termination of this lease.

5. Maintenance. Tenant shall at all times and at its own expense maintain the leased premise and any improvements or alterations thereon in good order, repair, and condition. This obligation shall include, without limitation, striping, seal coating, sweeping, removal of garbage, removal of snow and ice, and patch repairing of the premise. It is expressly understood that Tenant shall not be required to make any capital improvement to such property such as asphalt overlay repaving except at its own initiative and then upon consent of Landlord.

6. Compliance with Laws. Tenant shall, at Tenant's expense, maintain the leased premise in strict compliance with any and all applicable federal and state codes, regulations, ordinances or rules.

7. Insurance. Tenant shall, at Tenant's expense, keep in full force and effect during the leased term a policy of public liability and property damage insurance with respect to the leased premise and operations of the Tenant's thereon or those of any third parties in which the limit of public liability shall not be less than One Million Dollars per accident and One Million Dollars aggregate and in which the property damage liability shall not be less than One Million Dollars per accident and aggregate. Tenant shall supply Landlord with satisfactory proof that such insurance policies are in existence and applicable to the subject property and Tenant shall not cancel or in any manner change the insurance without first giving Landlord ten (10) days prior written notice. If Landlord is damaged directly or indirectly by any failure or refusal of tenant to obtain or maintain insurance as required under this paragraph, Tenant shall indemnify and hold Landlord harmless from and against such damage, including any costs, expenses, and reasonable attorney fees paid or incurred by Landlord.

8. Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord from and against any claims, actions, damages, losses, liabilities, judgments, fines, forfeitures, costs, and expenses, including reasonable attorneys fees, in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon, or at the leased premise or the occupancy or use by Tenant of the leased premise or any part thereof or caused or alleged to have been caused wholly or in part, insofar as permitted by law, by any intentional, reckless, or

negligent act or omission to act of Tenant, Tenant's subtenants, contractors, employees, servants, licensees, lessees, permittees, agents or concesssionaries, except that Tenant shall not be required to defend, indemnify or hold Landlord harmless from or against any claim, action, damage, loss, liability, judgment, fine, forfeiture costs, expense, including attorneys fees in connection with loss of life, personal injury or damage to property caused by the intentional reckless or negligent act of Landlord or their agents, which act occurs during the lease term and while Landlord or their agents are physically present on the leased premise. If Landlord shall, without fault on its part, be made party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify, and hold Landlord harmless from and against any litigation and shall pay all costs and expenses, including reasonable attorneys fees incurred or paid by Landlord in connection with such litigation.

9. Use of Premise: Tenant shall post and regulate the River Lot as a two hour limited time public parking area. Tenant shall stripe and maintain the Alley Lot in substantial compliance with the manner illustrated in Exhibit 1. In addition Tenant shall post the eight (8) easternmost parking spaces in the Alley Lot as "Private Parking" for Landlord's use. Tenant shall enforce its regulations for private parking in the same manner as it would normally enforce such regulations. As to the remainder of the Alley Lot, Landlord does not in any manner restrict Tenant's right

and obligation to regulate the use of that area as public parking area in any manner consistent with the public interest of the City of De Pere.

10. Default. If Tenant fails to perform any term, covenant or condition of this lease for more than thirty (30) days after written notice of such default from Landlord to Tenant or if Tenant shall abandon the leased premise, Landlord shall have the immediate right to enter and use the leased premise without resort to legal proceedings and without being named guilty of trespass. If Landlord elects to so reenter or if Landlord takes possession pursuant to legal proceedings, Landlord may terminate this lease and relet the leased premise or any part thereof for such term or terms and at such rent or rents and upon such other terms and conditions as Landlord desires.

11. Legal Expenses. If any legal proceedings are brought by Landlord for recovery of possession of the leased premise after written notice as referred to in paragraph 10, above, Tenant shall pay to Landlord all costs and expenses including reasonable attorneys fees or such proceedings.

12. Surrender of Leased Premise. At the end of the lease term or upon sooner termination date thereof, Tenant shall promptly surrender the leased premise to Landlord in good order, repair, and condition, normal wear and tear excepted.

13. Assignment and Subletting. Tenant shall neither assign this lease or any part thereof nor sublet the leased premise or any part thereof without prior written consent of Landlord.

14. Applicable Law. This lease shall be construed in accordance with the laws of the State of Wisconsin.

15. Loss and Damage. Tenant and not Landlord shall be liable for any injury or damage or destruction to property and any injury to or death of persons resulting in whole or in part from or in any manner arising out of or connected with fire, explosion, electricity, water, rain, ice, snow, debris, or any other condition at or about the leased premises including, without limitation, any surface or subsurface physical defect in the leased premise regardless of whether such condition existed prior to the commencement of the lease term or arises during the lease term. Landlord shall not be liable for any damage caused by occupants of adjacent property caused by operation and construction of any private, public or quasi-public work. Landlord shall not be liable for any loss or damage to property of Tenant or others located on or about the leased premise nor for any loss of or damage to any property of Tenant or others by theft or otherwise. All property of Tenant kept or stored on or about the leased premises shall be kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by any insurance carrier of Tenant unless such damage shall be caused by the intentional

reckless or negligent act of Landlord or their agents, which act occurs during the lease term and while the Landlord or their agents are physically at the leased premise.

16. Right to Encumber Leased Premise. Landlord shall have the right at any time and without consent or notice of Tenant to mortgage or otherwise encumber the leased premises provided, however, that writing evidencing such mortgage or other encumbrance shall specifically state that Tenant's rights under the lease shall not be disturbed if Tenant is not in default of this lease.

17. Taxes. It is anticipated that inasmuch as the property is being dedicated to public use for public benefit, the leased premises would not be subject to real property taxes. However, in the event that this belief proves untrue or during the term of the lease state, federal or local tax rules change making such property taxable, Landlord shall pay any and all real property taxes that may be due and owing.

18. Notice. Any notice or other communication to be given under this lease shall be in writing and shall be served personally or by registered or certified mail, postage prepaid, to Tenant in care of City Administrator, City of De Pere, 335 South Broadway, De Pere, Wisconsin 54115, or to Landlord at Nicolet Paper Co., Main Avenue, De Pere, Wisconsin 54115, with a copy to McCarty, Curry, Wydeven, Peeters & Riester, P. O. Box 860, Kaukauna, Wisconsin 54130-0860, or to such other address as either party may specify in writing served upon the other party.

19. Waiver. Landlord's waiver of any breach of any term, covenant or condition of this lease shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition of this lease. No term, covenant or condition of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by the Landlord.

20. Entire Agreement. This lease and any exhibits or riders attached hereto or incorporated herein shall constitute the entire agreement between the parties hereto. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this lease. No modification, alteration, amendment, change or addition to this lease shall be binding unless contained in a writing signed by both parties.

21. Binding effect. This lease shall bind and inure to the benefit of, and be enforceable by or against, the respective heirs, personal representatives, successors, and assigns of the parties hereto.

22. Partial Invalidity. If any term, covenant or condition of this lease or application thereto to any person or circumstances shall to any extent be held by a court having jurisdiction to be invalid or unenforceable, the remainder of this lease or application of such term, covenant or condition to persons or circumstances other than those as to which it has been held invalid

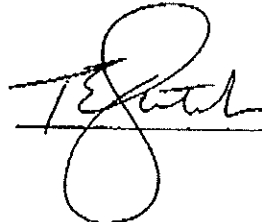
or unenforceable shall not be affected thereby and each term, covenant or condition of this lease shall be valid and enforced to the full extent permitted by law.

22. Recording. This lease shall not be recorded except upon express consent of both parties.

24. Paragraph Headings. Paragraph headings have been inserted in this lease for convenience. If they conflict with the text in the construction of this lease, the text shall control.

IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized officers, have signed this lease on the day and year first written above.

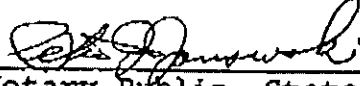
LANDLORD:

By: 

By: _____

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS.

Personally came before me this 22nd day of January, 19 92, Tom Astich and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission 4-8-94

TENANTS:

CITY OF DE PERE

By: Nancy J. Nusbaum
 Nancy J. Nusbaum, Mayor

Countersigned by:

David G. Minten
 David G. Minten, Clerk-Treasurer

STATE OF WISCONSIN)
) SS.
 BROWN COUNTY)

Personally came before me this 27 day of December,
 19 91, Nancy J. Nusbaum, Mayor, and David G. Minten, Clerk-
 Treasurer, of the City of De Pere, to me known to be the persons
 and officers and who executed the foregoing instrument and
 acknowledged that they executed the same as such officers, by its
 authority, for the purposes therein contained.

James M. Kalny
 Notary Public, State of Wisconsin
 My Commission is permanent

This instrument was drafted by:

Attorney James M. Kalny
 335 South Broadway
 De Pere, Wisconsin 54115
 (414) 339-4042

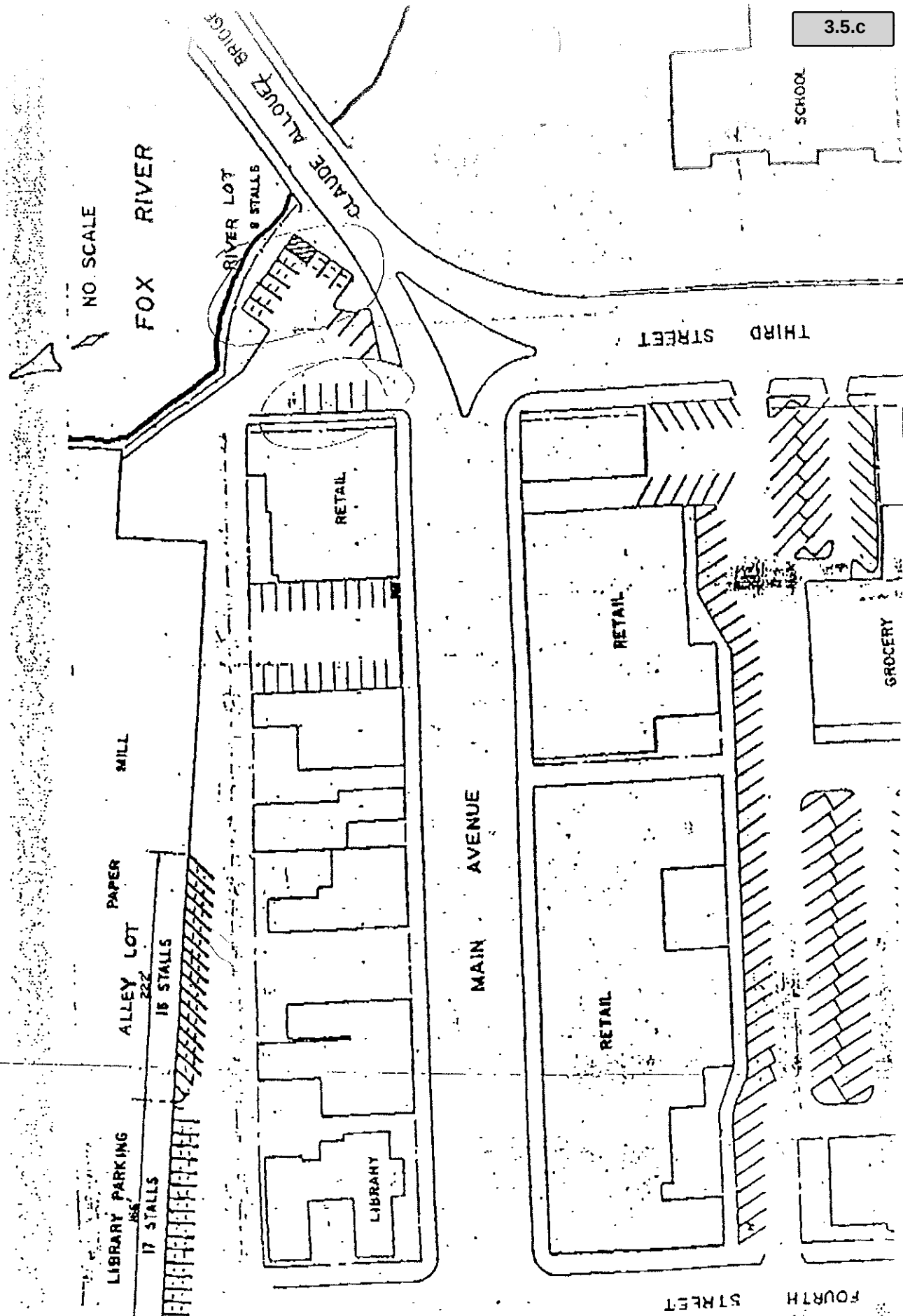


EXHIBIT 1



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Public Works

FROM: Tom Blohowiak

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

ATTACHMENTS:

- 2022 project 22-17 city hall Window replacement rebid memo BOPW (PDF)
- 2022 0602 CE_Project 22-17_Bid Tabulation (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: June 13, 2022

RE: **Consideration and possible action on award of Contract for Project 22-17 City Hall Window Replacement Rebid**

The Engineering Department received bids on Project 22-17 City Hall Window Replacement Rebid on June 6, 2022. This project was sent out for rebid due to a lack of bidders that were able to meet the original bid requirements. Staff removed the installation of a fire rated window at the top of the stairwell going into the second-floor offices. The bids received are as follows:

Contractor	Amount
Tri City Glass & Door	\$100,450.00
The Wilson Group, Inc	\$149,339.00

The allocated amount for this project is \$100,000 as part of the 10-year note.

Both bidders are over budget for this project.

Staff's recommendation is to accept the bid from Tri City Glass & Door in the amount of \$100,450.00 and borrow the additional funds to complete this project.

Attachments:

2022 0602 Project 22-17 Bid Tabulation (PDF)



**Project 22-17 City Hall Window Replacement Rebid
Bid Tabulation**

				Bidder No. 1		Bidder No. 2	
				Tri City Glass & Door		The Wilson Group, Inc	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
1	Remove and replace 6W x 2H - 232" x 112" frame with one 3' x 7' door (storefront-first floor)	EA	1	\$15,675.00	\$15,675.00	\$18,000.00	\$18,000.00
2	Remove and replace 6W x 1H - 232" x 103" windows (storefront-second floor)	EA	1	\$9,770.00	\$9,770.00	\$13,114.00	\$13,114.00
3	Remove and replace 1W x 2H - 24" x 96" windows	EA	25	\$2,906.00	\$72,650.00	\$4,593.52	\$114,838.00
4	Replace 47 1/4" x 91 1/4" grey Low-E tempered glass	EA	1	\$1,005.00	\$1,005.00	\$1,387.00	\$1,387.00
5	Replace 15 1/4" x 91 1/4" grey Low-E tempered glass	EA	1	\$345.00	\$345.00	\$800.00	\$800.00
6	Replace 28 1/4" x 72 3/4" grey Low-E tempered glass in doors	EA	2	\$502.50	\$1,005.00	\$600.00	\$1,200.00
Bid Total:				\$100,450.00		\$149,339.00	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City Engineer Parking and Traffic Recommendations

ATTACHMENTS:

- 2022 0613-CI-BOPW-PTTeam-Recommendations (PDF)
- 2022 0505 -CE-Hoes Letter (PDF)

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations May 18, 2022, Meeting

Pedestrian and Bicycle Items

1. Consider modifications to the crosswalk on Lawrence Drive at the Preserve Trail (1801 Lawrence Drive).
 - This section of Lawrence Drive is a minor arterial with four lanes of traffic and a posted speed limit of 35 mph.
 - The ADT is 9700 vehicles.
 - Lawrence Drive is scheduled to be reconstructed in 2025. The crosswalk will be evaluated as part of the design and may include a pedestrian refuge island and rapid rectangular crossing beacons.
 - This location meets the warrants for a ladder crosswalk at this time.

Recommendation:

- Staff recommends upgrading from a standard to ladder crosswalk.

2. Consider crosswalk upgrades and the use of flags at S. Ninth Street and Park Street.
 - Staff upgraded the crosswalk signs at this location to the bright fluorescent signs used on Broadway Street
 - Resident would like to purchase flags for use by residents at the De Pere Housing Authority (see attached letter). There are several graduates from Syble Hopp School living at this location.

Recommendation:

- Staff supports the use of the flags.

Signs – Other

3. Consider the installation of a truck route sign for northbound traffic on Lost Dauphin Road at Scheuring Road.
 - The city has placed signs identifying truck routes on City streets. In addition to City designated streets, all County and State highways are truck routes. These are not identified because it is universal across the state.
 - At this location, Lost Dauphin, south of Scheuring Road is CTH D and Scheuring Road is CTH F. Lost Dauphin north of the intersection looks identical to Lost Dauphin Road south but is not a truck route.
 - The City has a No Truck Route sign north of the intersection, but by the time a

truck driver notices it, they are committed to going north and cannot turn around.

Recommendation:

- Staff recommends a truck route designation sign for northbound traffic be placed south of the intersection.

05/05/2022

Dear Eric,

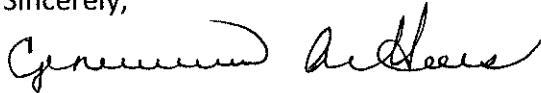
Thank you for your time today discussing the concerns I have regarding crossing at 9th & Park as well as at the corner of 9th & Main. I assure you that I am not the only parent/resident who shares these concerns.

My request was perhaps we could go back to yellow flags that you mentioned were used long ago in East De Pere. I grew up on Fox River Dr. I personally don't remember them, but love the idea. It's simple, easy and a cost-effective tool that would provide many handicapped individuals an extra layer of protection crossing busy streets.

Attached is one simple idea printed off from Amazon. They have flags/pennants in many sizes, styles and colors. It would be my pleasure to cover the cost of the flags. I would work with Jeri/Wade @ The De Pere Housing Authority, located within Nicolet Terrace. The idea would be for anyone feeling vulnerable crossing either crosswalk, could take a flag on their journey and it would be returned to the specified area with Nicolet Terrace & of course Rennes, if they'd like to have some as well.

It matters greatly to the most vulnerable members of our society. It is simply a tool. I understand that it will not guarantee 100% safety. But why not try?

Sincerely,



Genevieve A. Hoes

920-371-6232

whoville1963@yahoo.com



Covidio Home Decorative Hello Spring Cardinals Red Birds Garden Flag, Dogwood Flowers Yard Tre

[Back to results](#)

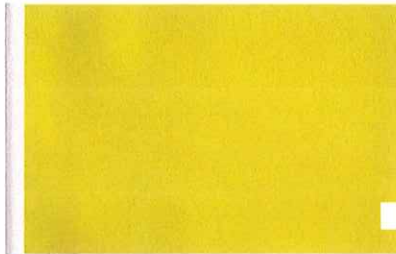
Sponsored



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Color Yellow
Brand BCLin
Occasion Party
Material Polyester
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Fabric Type polyester

About this item

\$11.35

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54115

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Add to List

Have one to sell?

Sell on Amazon



Garden Flag Stand Banner...

9,003

\$7.99 prime

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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items

ATTACHMENTS:

- 2022 0613-CI-BOPW-PTTeam-Discussion (PDF)

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items May 18, 2022, Meeting

Other

1. Consider roundabout at Chicago Street and Crestview Lane.
 - Staff discussed and does not feel a roundabout is warranted at this location. Roundabouts are expensive and require additional right of way. An engineering firm will need to be hired to determine if this location warrants a roundabout. Additionally, the Brown County Highway Department will need to approve any construction.

No action.

Below is a list of future items to be brought to the Board.

1. Consider RRFB at Broadway and Cass Street.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 22-02 Lewis Street Reconstruction*

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-02 (PDF)
- 2022 0601 CE_Project 22-02_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: June 13, 2022

RE: **Consideration and possible action on award of Contract 22-02 Lewis Street Reconstruction***

The Engineering Department received bids on Project 22-02 Lewis Street Reconstruction on Thursday, June 2, 2022. This project involves the reconstruction and utility relay on Lewis Street from S. Broadway Street to S. Ontario Street due to the deteriorated condition of the street and various utilities. Utility extensions and laterals are to be provided to the property line for the De Pere Cultural Foundation site at 221 S. Broadway Street. The bids received were as follows:

Contractor	Base Bid
Kruczek Construction, Inc.	\$1,275,000.00
David Tenor Corporation	\$1,299,978.55
Feaker & Sons Co., Inc.	\$1,304,821.50
Jossart Brothers, Inc.	\$1,371,448.50
Dorner, Inc.	\$1,389,821.30
Advance Construction, Inc.	\$1,477,472.60

The allocated amount from the capital improvement budget is \$1,127,000 which is below the bid amount. The breakdown is as follows:

- General Obligation Debt: \$560,000
- Sewerage Utility Fund: \$152,000
- Water Utility Fund: \$185,000
- Storm Water Utility Fund: \$230,000

The costs overages are associated with the water main and storm sewer. The water main allocated amount was \$185,000 with \$335,000 (including contingency) required for the project. The storm sewer allocate amount was \$230,000 with \$365,000 (including contingency) required for the project.

1. Water Utility Funding Discussion: The cost overage for the water is related to higher prices and the addition of water main between Superior and Huron Street due to a property in the middle of the block that does not have water main in front of the parcel.

A few examples of some of the items with significant increases from last year are as follows:

Item	Unit	2021 Cost	2022 Cost
Provide 8" PVC Water Main	LF	\$83	\$95
Provide 6" PVC Water Main	LF	\$80	\$160
Provide 6" PVC Hydrant Lead	LF	\$80	\$145
Provide 4" PVC Water Main	LF	\$100	\$165
Provide 1" HDPE Water Service	LF	\$59	\$70
Provide 1" Corporation and Curb Stop	EA	\$500	\$625
Provide 8" Gate Valve	EA	\$1,975	\$3,000
Provide 6" Gate Valve	EA	\$1,430	\$2,250
Provide 4" Gate Valve	EA	\$1,202	\$1,975
Provide Hydrant (6.5' Bury)	EA	\$4,441	\$6,000

2. Storm Water Utility Funding Discussion

The additional costs are attributed to the replacing additional storm sewer between Huron and Erie Street to meet City design standards.

Staff has reviewed the options for the overages and have identified the following choices:

1. Utilize water utility funding allocated for the 2023 water relay project to cover the water overage.
2. The storm water utility has funds to cover the overage.

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of \$1,275,000 and utilize funding allocated to Project 22-01 to cover overages allocated under the Water Utility Funding shortfall in 2022.

Attachments:

2022 0601 CE_Project 22-02 Bid Tab (PDF)



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Sanitary Sewer															
SS-01	Provide 8" PVC Sanitary Sewer	LF	200	\$104.00	\$20,800.00	\$95.00	\$19,000.00	\$97.00	\$19,400.00	\$101.00	\$20,200.00	\$133.00	\$26,600.00	\$131.00	\$26,200.00
SS-02	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	250	\$96.00	\$24,000.00	\$95.00	\$23,750.00	\$92.00	\$23,000.00	\$103.00	\$25,750.00	\$93.00	\$23,250.00	\$149.50	\$37,375.00
SS-03	Provide 6" PVC Sanitary Sewer Lateral	LF	60	\$103.00	\$6,180.00	\$93.00	\$5,580.00	\$90.00	\$5,400.00	\$103.00	\$6,180.00	\$104.00	\$6,240.00	\$188.00	\$11,280.00
SS-04	Provide 4" PVC Sanitary Sewer Lateral	LF	130	\$93.00	\$12,090.00	\$87.00	\$11,310.00	\$86.00	\$11,180.00	\$100.00	\$13,000.00	\$87.00	\$11,310.00	\$142.00	\$18,460.00
SS-05	Provide 12"x6" or 12"x4" Sanitary Wye	EA	6	\$655.00	\$3,930.00	\$900.00	\$5,400.00	\$445.00	\$2,670.00	\$350.00	\$2,100.00	\$2,644.00	\$15,864.00	\$2,300.00	\$13,800.00
SS-06	Provide 8"x6" Sanitary Wye	EA	1	\$135.00	\$135.00	\$145.00	\$145.00	\$255.00	\$255.00	\$125.00	\$125.00	\$299.00	\$299.00	\$2,100.00	\$2,100.00
SS-07	Provide 8"x4" Sanitary Wye	EA	1	\$130.00	\$130.00	\$145.00	\$145.00	\$185.00	\$185.00	\$125.00	\$125.00	\$295.00	\$295.00	\$2,100.00	\$2,100.00
SS-08	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	5	\$350.00	\$1,750.00	\$750.00	\$3,750.00	\$470.00	\$2,350.00	\$100.00	\$500.00	\$1,570.00	\$7,850.00	\$1,282.00	\$6,410.00
SS-09	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	9	\$600.00	\$5,400.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00	\$600.00	\$5,400.00	\$827.00	\$7,443.00	\$663.00	\$5,967.00
SS-10	Provide 4' Diameter Sanitary Sewer Manhole	VF	10	\$530.00	\$5,300.00	\$636.00	\$6,360.00	\$550.00	\$5,500.00	\$680.00	\$6,800.00	\$510.00	\$5,100.00	\$500.00	\$5,000.00
SS-11	Connect to Existing Sanitary Sewer Pipe	EA	3	\$750.00	\$2,250.00	\$950.00	\$2,850.00	\$775.00	\$2,325.00	\$1,500.00	\$4,500.00	\$1,880.00	\$5,640.00	\$1,332.00	\$3,996.00
SS-12	Dig Down and Cap Existing Sanitary Lateral at Sewer Main	EA	1	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$1,266.00	\$1,266.00	\$630.00	\$630.00
Storm Sewer															
ST-01	Provide 24" RCP (Class III) or PP Storm Sewer	LF	85	\$145.00	\$12,325.00	\$99.00	\$8,415.00	\$100.00	\$8,500.00	\$104.00	\$8,840.00	\$128.00	\$10,880.00	\$137.00	\$11,645.00
ST-02	Provide 21" RCP (Class III) or PP Storm Sewer	LF	420	\$90.00	\$37,800.00	\$91.00	\$38,220.00	\$95.00	\$39,900.00	\$95.00	\$39,900.00	\$102.00	\$42,840.00	\$112.00	\$47,040.00
ST-03	Provide 18" RCP (Class III) or PP Storm Sewer	LF	160	\$78.00	\$12,480.00	\$80.00	\$12,800.00	\$83.00	\$13,280.00	\$84.00	\$13,440.00	\$92.00	\$14,720.00	\$104.50	\$16,720.00
ST-04	Provide 15" PVC, RCP (Class III) or PP Storm Sewer	LF	130	\$74.00	\$9,620.00	\$72.00	\$9,360.00	\$75.00	\$9,750.00	\$77.00	\$10,010.00	\$83.00	\$10,790.00	\$95.50	\$12,415.00
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	915	\$90.00	\$82,350.00	\$72.00	\$65,880.00	\$76.00	\$69,540.00	\$79.00	\$72,285.00	\$88.00	\$80,520.00	\$97.00	\$88,755.00
ST-06	Provide 8" PVC Storm Sewer	LF	300	\$59.00	\$17,700.00	\$60.00	\$18,000.00	\$62.00	\$18,600.00	\$66.00	\$19,800.00	\$61.00	\$18,300.00	\$70.00	\$21,000.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	525	\$57.00	\$29,925.00	\$60.00	\$31,500.00	\$61.00	\$32,025.00	\$65.00	\$34,125.00	\$59.00	\$30,975.00	\$65.50	\$34,387.50
ST-08	Provide 24"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-09	Provide 21"x6" Storm Branch or Inserta Tee	EA	3	\$200.00	\$600.00	\$285.00	\$855.00	\$225.00	\$675.00	\$250.00	\$750.00	\$450.00	\$1,350.00	\$202.00	\$606.00
ST-10	Provide 18"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-11	Provide 12"x6" Storm Branch or Inserta Tee	EA	2	\$200.00	\$400.00	\$285.00	\$570.00	\$225.00	\$450.00	\$250.00	\$500.00	\$450.00	\$900.00	\$202.00	\$404.00
ST-12	Provide 8"x6" Storm Branch	EA	4	\$120.00	\$480.00	\$155.00	\$620.00	\$200.00	\$800.00	\$125.00	\$500.00	\$246.00	\$984.00	\$115.00	\$460.00
ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	6	\$775.00	\$4,650.00	\$840.00	\$5,040.00	\$850.00	\$5,100.00	\$1,000.00	\$6,000.00	\$733.00	\$4,398.00	\$1,065.00	\$6,390.00
ST-14	Provide 5' Diameter Storm Manhole	VF	8	\$1,300.00	\$10,400.00	\$1,175.00	\$9,400.00	\$1,000.00	\$8,000.00	\$1,450.00	\$11,600.00	\$1,240.00	\$9,920.00	\$1,500.00	\$12,000.00
ST-15	Provide 4' Diameter Storm Manhole	VF	56	\$845.00	\$47,320.00	\$840.00	\$47,040.00	\$835.00	\$46,760.00	\$975.00	\$54,600.00	\$843.00	\$47,208.00	\$1,000.00	\$56,000.00
ST-16	Provide Type A Catch Basin	EA	2	\$3,300.00	\$6,600.00	\$2,900.00	\$5,800.00	\$2,900.00	\$5,800.00	\$3,000.00	\$6,000.00	\$3,154.00	\$6,308.00	\$2,750.00	\$5,500.00
ST-17	Provide Type B Catch Basin	EA	20	\$3,400.00	\$68,000.00	\$3,165.00	\$63,300.00	\$3,195.00	\$63,900.00	\$3,200.00	\$64,000.00	\$3,352.00	\$67,040.00	\$3,860.00	\$77,200.00
ST-18	Connect to Structure and/or Existing Pipe	EA	10	\$575.00	\$5,750.00	\$700.00	\$7,000.00	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00	\$686.00	\$6,860.00	\$766.00	\$7,660.00
ST-19	Core Drill Manhole	EA	1	\$670.00	\$670.00	\$900.00	\$900.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$991.00	\$991.00	\$700.00	



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
ST-20	Storm Sewer Dig Down and Repair Offset Joint	EA	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,964.00	\$1,964.00	\$1,400.00	\$1,400.00
ST-21	Pour Manhole Bench	EA	1	\$300.00	\$300.00	\$500.00	\$500.00	\$400.00	\$400.00	\$750.00	\$750.00	\$513.00	\$513.00	\$1,000.00	\$1,000.00
ST-22	Dig Down and Verify Fiber Optic Elevation	EA	1	\$400.00	\$400.00	\$500.00	\$500.00	\$715.00	\$715.00	\$500.00	\$500.00	\$485.00	\$485.00	\$5,000.00	\$5,000.00
ST-23	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$7,560.00	\$7,560.00	\$9,600.00	\$9,600.00	\$6,759.00	\$6,759.00	\$10,000.00	\$10,000.00
Water Main															
W-01	Provide 16" PVC Water Main	LF	10	\$800.00	\$8,000.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00	\$665.00	\$6,650.00	\$528.00	\$5,280.00	\$709.00	\$7,090.00
W-02	Provide 8" PVC Water Main	LF	1850	\$95.00	\$175,750.00	\$93.00	\$172,050.00	\$89.00	\$164,650.00	\$89.00	\$164,650.00	\$110.00	\$203,500.00	\$110.00	\$203,500.00
W-03	Provide 6" PVC Water Main	LF	40	\$160.00	\$6,400.00	\$88.00	\$3,520.00	\$96.00	\$3,840.00	\$79.00	\$3,160.00	\$113.00	\$4,520.00	\$113.00	\$4,520.00
W-04	Provide 6" PVC Hydrant Lead	LF	40	\$145.00	\$5,800.00	\$75.00	\$3,000.00	\$95.00	\$3,800.00	\$79.00	\$3,160.00	\$100.00	\$4,000.00	\$97.00	\$3,880.00
W-05	Provide 4" PVC Water Main	LF	30	\$165.00	\$4,950.00	\$95.00	\$2,850.00	\$95.00	\$2,850.00	\$70.00	\$2,100.00	\$120.00	\$3,600.00	\$118.00	\$3,540.00
W-06	Provide 1" HDPE Water Service Open Cut	LF	375	\$70.00	\$26,250.00	\$84.00	\$31,500.00	\$70.00	\$26,250.00	\$71.00	\$26,625.00	\$72.00	\$27,000.00	\$84.00	\$31,500.00
W-07	Provide 1" Corporation and Curb Stop	EA	13	\$625.00	\$8,125.00	\$605.00	\$7,865.00	\$550.00	\$7,150.00	\$615.00	\$7,995.00	\$760.00	\$9,880.00	\$835.50	\$10,861.50
W-08	Provide 2" Corporation with Plug/Cap and 2" Galvanized Steel Pipe	EA	2	\$800.00	\$1,600.00	\$950.00	\$1,900.00	\$1,300.00	\$2,600.00	\$800.00	\$1,600.00	\$990.00	\$1,980.00	\$1,191.00	\$2,382.00
W-09	Provide 8" Gate Valve	EA	10	\$3,000.00	\$30,000.00	\$2,755.00	\$27,550.00	\$2,515.00	\$25,150.00	\$3,000.00	\$30,000.00	\$2,945.00	\$29,450.00	\$2,681.00	\$26,810.00
W-10	Provide 6" Gate Valve	EA	1	\$2,250.00	\$2,250.00	\$2,070.00	\$2,070.00	\$1,845.00	\$1,845.00	\$2,225.00	\$2,225.00	\$2,180.00	\$2,180.00	\$1,986.00	\$1,986.00
W-11	Provide 4" Gate Valve	EA	1	\$1,925.00	\$1,925.00	\$1,785.00	\$1,785.00	\$1,555.00	\$1,555.00	\$1,900.00	\$1,900.00	\$1,879.00	\$1,879.00	\$1,698.00	\$1,698.00
W-12	Provide Connection to Existing Water Main	EA	12	\$1,735.00	\$20,820.00	\$2,250.00	\$27,000.00	\$2,115.00	\$25,380.00	\$3,000.00	\$36,000.00	\$2,845.00	\$34,140.00	\$2,850.00	\$34,200.00
W-13	Provide Hydrant 6.5' Bury	EA	2	\$6,145.00	\$12,290.00	\$5,500.00	\$11,000.00	\$5,200.00	\$10,400.00	\$5,400.00	\$10,800.00	\$6,010.00	\$12,020.00	\$5,609.00	\$11,218.00
W-14	Provide Hydrant 6.0' Bury	EA	1	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00	\$5,100.00	\$5,100.00	\$5,300.00	\$5,300.00	\$5,913.00	\$5,913.00	\$5,519.00	\$5,519.00
W-15	Provide Water Main Offset	EA	1	\$3,600.00	\$3,600.00	\$3,300.00	\$3,300.00	\$2,645.00	\$2,645.00	\$3,700.00	\$3,700.00	\$4,226.00	\$4,226.00	\$3,648.00	\$3,648.00
W-16	Provide 1/2 Water Main Offset	EA	3	\$2,200.00	\$6,600.00	\$1,900.00	\$5,700.00	\$2,000.00	\$6,000.00	\$2,800.00	\$8,400.00	\$2,461.00	\$7,383.00	\$2,324.00	\$6,972.00
W-17	Dig Down and Abandon Water Service	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$485.00	\$485.00	\$600.00	\$600.00
W-18	Abandon/Remove Water Main and Appurtenances	LS	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,535.00	\$5,535.00	\$10,800.00	\$10,800.00	\$4,045.00	\$4,045.00	\$11,000.00	\$11,000.00
Street and Drainage															
SD-01	Provide Clearing and Grubbing	ID	6	\$68.00	\$408.00	\$52.00	\$312.00	\$50.00	\$300.00	\$52.50	\$315.00	\$75.00	\$450.00	\$100.00	\$600.00
SD-02	Unclassified Excavation	CY	3700	\$9.00	\$33,300.00	\$16.15	\$59,755.00	\$18.00	\$66,600.00	\$18.75	\$69,375.00	\$13.30	\$49,210.00	\$15.00	\$55,500.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	CY	2640	\$20.00	\$52,800.00	\$31.57	\$83,344.80	\$30.70	\$81,048.00	\$32.20	\$85,008.00	\$27.00	\$71,280.00	\$27.20	\$71,808.00
SD-04	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	710	\$93.00	\$66,030.00	\$89.85	\$63,793.50	\$92.00	\$65,320.00	\$96.00	\$68,160.00	\$93.00	\$66,030.00	\$91.50	\$64,965.00
SD-05	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON	910	\$95.00	\$86,450.00	\$92.35	\$84,038.50	\$94.00	\$85,540.00	\$98.00	\$89,180.00	\$95.50	\$86,905.00	\$93.25	\$84,857.50
SD-06	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	3800	\$16.00	\$60,800.00	\$15.96	\$60,648.00	\$16.00	\$60,800.00	\$16.40	\$62,320.00	\$19.10	\$72,580.00	\$17.65	\$67,070.00
SD-07	Provide 24" Integral Curb	LF	55	\$22.00	\$1,210.00	\$22.44	\$1,234.20	\$24.50	\$1,347.50	\$25.65	\$1,410.75	\$29.20	\$1,606.00	\$24.00	\$1,320.00
SD-08	Remove and Replace 9" Concrete Pavement with Integral Curb	SY	55	\$83.00	\$4,565.00	\$91.37	\$5,025.35	\$94.00	\$5,170.00	\$98.30	\$5,406.50	\$99.60	\$5,478.00	\$87.00	\$4,785.00
SD-09	Provide Median Slope Nose	SY	5	\$150.00	\$750.00	\$97.00	\$485.00	\$95.00	\$475.00	\$100.00	\$500.00	\$100.30	\$501.50	\$100.00	\$500.00
SD-10	Provide Raised Median 8" Concrete	SY	10	\$100.00	\$1,000.00	\$93.85	\$938.50	\$92.00	\$920.00	\$96.50	\$965.00	\$97.10	\$971.00	\$97.00	\$970.00



Project 22-02 Lewis Street Reconstruction
Bid Tabulation

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				Kruczek Construction, Inc.		David Tenor Corporation		Feaker & Sons Co., Inc.		Jossart Brothers, Inc.		Dorner, Inc.		Advance Construction, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-11	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	290	\$80.00	\$23,200.00	\$76.84	\$22,283.60	\$86.00	\$24,940.00	\$89.80	\$26,042.00	\$85.10	\$24,679.00	\$79.00	\$22,910.00
SD-12	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	660	\$70.00	\$46,200.00	\$65.09	\$42,959.40	\$75.00	\$49,500.00	\$77.90	\$51,414.00	\$72.10	\$47,586.00	\$67.50	\$44,550.00
SD-13	Remove and Replace 4" Concrete Sidewalk	SY	250	\$70.00	\$17,500.00	\$56.42	\$14,105.00	\$66.00	\$16,500.00	\$69.00	\$17,250.00	\$63.00	\$15,750.00	\$59.00	\$14,750.00
SD-14	Provide 4" Concrete Sidewalk	SY	700	\$50.00	\$35,000.00	\$50.50	\$35,350.00	\$61.00	\$42,700.00	\$64.00	\$44,800.00	\$52.30	\$36,610.00	\$54.50	\$38,150.00
SD-15	Asphaltic Concrete Pavement Driveways	SY	110	\$55.00	\$6,050.00	\$55.65	\$6,121.50	\$55.00	\$6,050.00	\$57.30	\$6,303.00	\$57.60	\$6,336.00	\$59.25	\$6,517.50
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	1660	\$2.00	\$3,320.00	\$2.04	\$3,386.40	\$2.00	\$3,320.00	\$2.10	\$3,486.00	\$2.10	\$3,486.00	\$2.00	\$3,320.00
SD-17	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	235	\$5.00	\$1,175.00	\$5.10	\$1,198.50	\$5.00	\$1,175.00	\$5.25	\$1,233.75	\$5.30	\$1,245.50	\$5.00	\$1,175.00
SD-18	Drilled Tie Bars (Concrete Pavement)	EA	30	\$13.50	\$405.00	\$11.22	\$336.60	\$11.00	\$330.00	\$11.50	\$345.00	\$11.60	\$348.00	\$11.00	\$330.00
SD-19	Provide Detectable Warning Field (Natural Patina)	EA	24	\$300.00	\$7,200.00	\$306.00	\$7,344.00	\$300.00	\$7,200.00	\$315.00	\$7,560.00	\$316.70	\$7,600.80	\$300.00	\$7,200.00
SD-20	Provide Radial Detectable Warning Field (Natural Patina)	EA	5	\$1,120.00	\$5,600.00	\$1,122.00	\$5,610.00	\$1,100.00	\$5,500.00	\$1,150.00	\$5,750.00	\$1,161.30	\$5,806.50	\$1,100.00	\$5,500.00
SD-21	Pavement Marking Crosswalk Lines 24" White Epoxy	LF	60	\$34.00	\$2,040.00	\$32.96	\$1,977.60	\$32.00	\$1,920.00	\$33.60	\$2,016.00	\$33.80	\$2,028.00	\$32.00	\$1,920.00
SD-22	Pavement Marking Stop Lines 18" White Epoxy	LF	20	\$33.00	\$660.00	\$31.93	\$638.60	\$31.00	\$620.00	\$32.55	\$651.00	\$32.70	\$654.00	\$31.00	\$620.00
SD-23	Pavement Marking Crosswalk Lines 6" White Epoxy	LF	75	\$23.00	\$1,725.00	\$22.66	\$1,699.50	\$22.00	\$1,650.00	\$23.10	\$1,732.50	\$23.20	\$1,740.00	\$22.00	\$1,650.00
SD-24	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	2510	\$7.00	\$17,570.00	\$10.30	\$25,853.00	\$10.00	\$25,100.00	\$10.50	\$26,355.00	\$8.50	\$21,335.00	\$7.16	\$17,971.60
Special Construction															
SC-01	Pipe Foundation Stabilization	CY	100	\$1.00	\$100.00	\$18.00	\$1,800.00	\$0.01	\$1.00	\$15.00	\$1,500.00	\$29.00	\$2,900.00	\$30.00	\$3,000.00
SC-02	Inlet Protection Type D	EA	37	\$100.00	\$3,700.00	\$110.00	\$4,070.00	\$125.00	\$4,625.00	\$75.00	\$2,775.00	\$105.00	\$3,885.00	\$100.00	\$3,700.00
SC-03	Adjust Manhole	EA	10	\$600.00	\$6,000.00	\$400.00	\$4,000.00	\$550.00	\$5,500.00	\$500.00	\$5,000.00	\$585.00	\$5,850.00	\$500.00	\$5,000.00
SC-04	Rotate Existing Manhole Top and Adjust Casting	EA	2	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$876.00	\$1,752.00	\$1,000.00	\$2,000.00
SC-05	Reconstruct Manhole	VF	4	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$750.00	\$3,000.00	\$600.00	\$2,400.00	\$463.00	\$1,852.00	\$500.00	\$2,000.00
SC-06	Traffic Control (S. Broadway Lane Closure)	LS	1	\$26,447.00	\$26,447.00	\$18,350.00	\$18,350.00	\$12,900.00	\$12,900.00	\$3,000.00	\$3,000.00	\$4,223.00	\$4,223.00	\$21,500.00	\$21,500.00
Bid Amount:				\$1,275,000.00		\$1,299,978.55		\$1,304,821.50		\$1,371,448.50		\$1,389,821.30		\$1,477,472.60	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

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

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-07 (PDF)
- 2022 0531 CE_Project 22-07_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: June 13, 2022

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

The Engineering Department received bids on Project 22-07 Curb Repair and Street Resurfacing on Tuesday, May 31, 2022. This project includes spot storm sewer relay, inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, pulverizing, asphaltic concrete pavement paving and patching. This work also includes the asphaltic concrete surface paving of Commerce Drive just north of Rockland Road, Garroman Drive, and American Boulevard cul-de-sac extension. Lone Oak Road and Ledgeview Road will be resurfaced under this project pursuant to an intergovernmental agreement between the City and the Town of Ledgeview. Funding for these two roads will be split between the two municipalities based on the frontages abutting the project. The bids received are as follows:

Contractor	Base Bid
MCC, Inc.	\$2,144,652.77
Northeast Asphalt, Inc.	\$2,238,701.45

The allocated amount from the capital improvement budget is \$1,491,829.61 which is below the bid amount. The breakdown is as follows:

• General Property Tax and General Obligation Debt:	\$410,000.00
• Local Roads Improvement Program (LRIP) Grant:	\$ 60,829.61
• Parks Department Capitol Improvement Fund:	\$276,000.00
• Town of Ledgeview	\$525,000.00
• Sewerage Utility Fund:	\$ 20,000.00
• Water Utility Fund:	\$ 20,000.00
• Storm Water Utility Fund:	\$ 90,000.00
• TID 12 (American Boulevard Extension)	\$ 60,000.00
• TID 17 (Commerce Drive Extension)	\$ 30,000.00

Additional funds for the project include \$740,000 for street and \$23,000 for parks.

The primary reason for the cost overage is the cost of asphalt and concrete curb and gutter on the street and park projects. Specific item overages are below:

Item	Unit	2021 Cost	2022 Cost
Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-inch Overlay or Upper Layer	TON	\$58.30	\$82.10
Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-Inch Lower Layer	TON	\$65.00	\$82.30
Remove and Replace 24" Concrete Curb and Gutter	LF	\$38.35	\$71.19

To cover the project overages, the staff would bond for an additional \$763,000 for the street and park improvements.

Staff's recommendation is to accept the bid from MCC, Inc. in the amount of \$2,144,652.77 and bond for an additional \$763,000 to cover overages on the General Obligation Debt for street improvements.

Attachments:

2022 0531 CE_Project 22-07 Bid Tab (PDF)



Project 22-07 Curb Repair and Street Resurfacing
Bid Tabulation

				Bidder No. 1		Bidder No. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
Sanitary Sewer							
SS-01	Sanitary Sewer 5-Foot Spot Repair 8-Inch PVC	EA	1	\$753.60	\$753.60	\$750.00	\$750.00
SS-02	Sanitary Sewer 15-Foot Spot Repair 8-Inch PVC	EA	1	\$2,009.59	\$2,009.59	\$2,000.00	\$2,000.00
SS-03	Provide 4' Diameter Sanitary Sewer Manhole	VF	8	\$1,004.79	\$8,038.32	\$1,000.00	\$8,000.00
Storm Sewer							
ST-01	Storm Sewer 5-Foot Spot Repair 12-Inch PVC	EA	1	\$2,511.98	\$2,511.98	\$2,500.00	\$2,500.00
ST-02	Storm Sewer 5-Foot Spot Repair 15-Inch PVC	EA	1	\$3,014.38	\$3,014.38	\$3,000.00	\$3,000.00
ST-03	Storm Sewer 10-Foot Spot Repair 18-Inch RCP (Class III)	EA	1	\$7,033.56	\$7,033.56	\$7,000.00	\$7,000.00
ST-04	Provide 4' Diameter Storm Sewer Manhole	VF	6	\$803.83	\$4,822.98	\$800.00	\$4,800.00
ST-05	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	60	\$703.36	\$42,201.60	\$700.00	\$42,000.00
ST-06	Remove and Replace 5' Diameter Storm Sewer Manhole	VF	6	\$854.07	\$5,124.42	\$850.00	\$5,100.00
ST-07	Remove and Replace Type B Inlet	EA	3	\$5,224.93	\$15,674.79	\$5,200.00	\$15,600.00
ST-08	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	190	\$92.44	\$17,563.60	\$92.00	\$17,480.00
Street and Drainage							
SD-01	Pulverize Asphaltic Concrete Pavement and Aggregate (8-Inch depth)	SY	23500	\$0.70	\$16,450.00	\$3.80	\$89,300.00
SD-02	Mill Asphaltic Concrete Pavement 1-3/4 Inches	SY	43780	\$2.40	\$105,072.00	\$2.30	\$100,694.00
SD-03	Mill Asphaltic Concrete Pavement 3-3/4 Inches (Overmill Areas)	SY	6700	\$5.55	\$37,185.00	\$4.75	\$31,825.00
SD-04	Unclassified Excavation	CY	650	\$20.96	\$13,624.00	\$20.00	\$13,000.00
SD-05	Crack Overmilling	LF	160	\$17.20	\$2,752.00	\$18.40	\$2,944.00
SD-06	Salvaged Pulverized Material Shoulder (2-Foot Wide) (Ledgview Road)	LF	1100	\$3.05	\$3,355.00	\$3.00	\$3,300.00
SD-07	Provide 3/4" Crushed Aggregate Shoulder Material (2-foot wide)	LF	930	\$4.05	\$3,766.50	\$3.50	\$3,255.00
SD-08	Provide 1-1/4" Crushed Aggregate Base Course	TON	650	\$19.91	\$12,941.50	\$19.00	\$12,350.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 1-3/4-Inch Overlay or Upper Layer	TON	3050	\$83.60	\$254,980.00	\$83.10	\$253,455.00
SD-10	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer	TON	6100	\$82.10	\$500,810.00	\$86.05	\$524,905.00
SD-11	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-Inch Lower Layer	TON	1000	\$82.30	\$82,300.00	\$101.30	\$101,300.00
SD-12	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S 2-Inch Overlay or Upper Layer (Patriot Park Basketball Court)	TON	65	\$155.00	\$10,075.00	\$168.35	\$10,942.75
SD-13	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S 2-1/4-Inch Lower Layer	TON	4000	\$88.70	\$354,800.00	\$86.80	\$347,200.00
SD-14	Full Depth Asphalt Patch	SY	400	\$50.00	\$20,000.00	\$64.15	\$25,660.00
SD-15	Remove and Replace 24" Concrete Curb and Gutter	LF	5450	\$71.19	\$387,985.50	\$70.85	\$386,132.50
SD-16	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	550	\$55.26	\$30,393.00	\$55.00	\$30,250.00
SD-17	Remove and Replace 4" Concrete Sidewalk	SY	60	\$99.47	\$5,968.20	\$99.00	\$5,940.00
SD-18	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	120	\$108.52	\$13,022.40	\$108.00	\$12,960.00
SD-19	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	1000	\$10.05	\$10,050.00	\$10.00	\$10,000.00



Project 22-07 Curb Repair and Street Resurfacing
Bid Tabulation

				Bidder No. 1		Bidder No. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
SD-20	4-Inch Centerline Pavement Marking Epoxy (Yellow)	LF	250	\$2.96	\$740.00	\$2.95	\$737.50
SD-21	Accessible Parking Symbol Pavement Marking Epoxy (White)	EA	7	\$95.46	\$668.22	\$95.00	\$665.00
SD-22	24-Inch Ladder Bar Pavement Marking Epoxy (White)	LF	250	\$15.32	\$3,830.00	\$15.25	\$3,812.50
SD-23	12-Inch Stop Bar Pavement Marking Epoxy (White)	LF	100	\$1.76	\$176.00	\$1.75	\$175.00
SD-24	6-Inch Line Pavement Marking Epoxy (White)	LF	700	\$3.57	\$2,499.00	\$3.55	\$2,485.00
SD-25	4-Inch Line Pavement Marking Epoxy (White)	LF	3500	\$2.96	\$10,360.00	\$2.95	\$10,325.00
Special Construction							
SC-01	Inlet Protection Type D	EA	120	\$115.55	\$13,866.00	\$77.36	\$9,283.20
SC-02	Adjust Inlet Less than 1-Foot	EA	51	\$653.12	\$33,309.12	\$650.00	\$33,150.00
SC-03	Adjust Inlet 1-Foot or Greater	EA	30	\$954.55	\$28,636.50	\$950.00	\$28,500.00
SC-04	Adjust Inlet Less than 1-foot & Provide New Casting	EA	13	\$1,532.31	\$19,920.03	\$1,525.00	\$19,825.00
SC-05	Adjust Inlet 1-Foot, or Greater & Provide New Casting	EA	2	\$1,758.39	\$3,516.78	\$1,750.00	\$3,500.00
SC-06	Adjust Manhole & Provide New Casting W/ 4-Inch Frame Height	EA	1	\$1,909.11	\$1,909.11	\$1,900.00	\$1,900.00
SC-07	Adjust Manhole Less than 1-Foot	EA	32	\$602.88	\$19,292.16	\$600.00	\$19,200.00
SC-08	Adjust Manhole 1-Foot or Greater	EA	18	\$979.67	\$17,634.06	\$975.00	\$17,550.00
SC-09	Adjust Manhole Less than 1-Foot & Provide New Casting	EA	6	\$1,456.95	\$8,741.70	\$1,450.00	\$8,700.00
SC-10	Adjust Manhole 1-Foot or Greater & Provide New Casting	EA	3	\$1,758.39	\$5,275.17	\$1,750.00	\$5,250.00
Amount Bid:				\$2,144,652.77		\$2,238,701.45	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Discussion on Contract 22-09 Pond and Drainage System Construction

ATTACHMENTS:

- 2022 0509 CI_BOPW_Award_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: June 13, 2022

RE: **Discussion on 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's 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.

There are several permits required for this project including a Chapter 30 and permit to cross the Fox River Trail. We are not sure if we will be able to obtain permits this year yet, particularly the Fox River Trail crossing. Because of the busy design year, we were not able to complete the project earlier and start the permitting process. Staff is checking on the ability to get an extension on the grant and still get permits this year. This item will be brought back to the Board in July.

Attachments:

2022 0505 CE_Project 22-09 Bid Tab (PDF)



PROJECT 22-09 POND AND DRAINAGE SYSTEM CONSTRUCTION
BID TABULATION

Item	Description	Unit	Quantity	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

Item	Description	Unit	Quantity	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				Peters Concrete Company		MCC, Inc.		Soper Sewer & Water, LLC.	
				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: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

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

ATTACHMENTS:

- 2022 0613 CI_BOPW_Award_22-24 (PDF)
- 2022 0602 CE_Project 22-24_Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: June 13, 2022

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

The Engineering Department received bids on Project 22-24 East Side Alley Reconstructions on Thursday, June 2, 2022. The project consists of reconstructing four alleys and building a cul-de-sac at the Charles Street terminus created due to the De Pere Cultural Foundation Site. The bids received were as follows:

Contractor	Base Bid
KCG Excavating, Inc.	\$309,010.20
Vinton Construction Company	\$316,228.80

The budgeted amount from the capital improvement fund is \$199,562.50 with \$160,000 budgeted from the general obligation debt and \$39,562.50 budgeted for the De Pere Cultural Foundation Site Modifications. The project cost came in \$109,447.70 higher than the budgeted amount.

The main component in the higher project cost is the cost for asphalt. The table below shows the asphalt unit prices for previously bid alley reconstruction projects in comparison to Project 22-24:

Project Number & Description	Asphalt Surface (\$/TON)	Asphalt Binder (\$/TON)
Project 16-07 Asphalt, Curb, and Sewer Repair	\$51.00	\$68.00
Project 17-01 Sewer & Water Relay & Street Resurfacing	\$55.91	\$52.95
Project 20-02 Reconstruction and Utility Relay	\$81.00	\$74.00
Project 22-04 Alley Reconstruction	\$110.35	\$127.20
Project 22-24 East Side Alley Reconstructions	\$205.00	\$205.00

Staff's recommendation is to reject the bid from KCG Excavating, Inc. in the amount of \$309,010.20 due to the budget deficiency and the high material costs. If rejected, staff would rebid this project in conjunction with 2023 construction work to potentially get lower prices.

Attachments:

2022 0602 CE_Project 22-24 Bid Tab (PDF)



Project 22-24 East Side Alley Reconstructions
Bid Tabulation

Item	Description	Unit	Quantity	Bidder No. 1		Bidder No. 2	
				KCG Excavating, Inc.		Vinton Construction Company	
Item	Description	Unit	Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid
Storm Sewer							
ST-01	Provide 12-Inch PVC or RCP Class III Storm Sewer	LF	110	\$130.00	\$14,300.00	\$120.00	\$13,200.00
ST-02	Remove and Replace 4-Foot Diameter Manhole	VF	6	\$959.00	\$5,754.00	\$1,050.00	\$6,300.00
ST-03	Remove and Replace Type A Catch Basin	EA	1	\$5,600.00	\$5,600.00	\$5,785.00	\$5,785.00
ST-04	Provide Type A Catch Basin	EA	1	\$4,100.00	\$4,100.00	\$4,806.00	\$4,806.00
ST-05	Provide Type B Catch Basin	EA	2	\$4,300.00	\$8,600.00	\$5,077.00	\$10,154.00
ST-06	Provide Connection to Existing Storm Sewer Pipe	EA	5	\$1,050.00	\$5,250.00	\$840.00	\$4,200.00
ST-07	Provide Connection to Existing Storm Sewer Manhole	EA	2	\$1,600.00	\$3,200.00	\$725.00	\$1,450.00
Street and Drainage							
SD-01	Provide Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00
SD-02	Unclassified Excavation	CY	1260	\$35.72	\$45,007.20	\$39.53	\$49,807.80
SD-03	Remove Curb and Gutter (Charles Street Cul-de-Sac)	LF	100	\$5.00	\$500.00	\$13.00	\$1,300.00
SD-04	Remove Asphaltic Concrete Pavement (Charles Street Cul-de-Sac)	SY	150	\$9.00	\$1,350.00	\$10.00	\$1,500.00
SD-05	Provide 1-1/4-Inch Crushed Aggregate Base Course	TON	1750	\$18.00	\$31,500.00	\$19.50	\$34,125.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4-Inch Upper Layer (Alley Travel Lanes)	TON	230	\$205.00	\$47,150.00	\$201.50	\$46,345.00
SD-07	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4-Inch Upper Layer (Parking Area)	SY	190	\$50.00	\$9,500.00	\$50.00	\$9,500.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2-1/4-Inch Lower Layer (Alley Travel Lanes)	TON	300	\$205.00	\$61,500.00	\$201.50	\$60,450.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 2-1/4-Inch Lower Layer (Parking Area)	SY	190	\$50.00	\$9,500.00	\$50.00	\$9,500.00
SD-10	Provide Asphalt Patch	SY	40	\$185.00	\$7,400.00	\$181.80	\$7,272.00
SD-11	Provide 24-Inch Curb and Gutter (Slip Form)	LF	120	\$55.00	\$6,600.00	\$50.00	\$6,000.00
SD-12	Remove and Replace 8-Inch Concrete Sidewalk and Driveway	SY	40	\$100.00	\$4,000.00	\$95.50	\$3,820.00
SD-13	Remove and Replace 6-Inch Concrete Sidewalk and Driveway With 4-Inch Temporary Asphalt	SY	80	\$196.80	\$15,744.00	\$191.30	\$15,304.00
SD-14	Remove and Replace 6-Inch Concrete Sidewalk and Driveway	SY	30	\$92.00	\$2,760.00	\$89.50	\$2,685.00
SD-15	Remove and Replace 4-Inch Concrete Sidewalk	SY	20	\$87.00	\$1,740.00	\$81.50	\$1,630.00
SD-16	Drilled Tie Bars (Existing Sidewalk, Curb and Gutter)	EA	20	\$15.00	\$300.00	\$10.00	\$200.00
SD-17	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	600	\$10.00	\$6,000.00	\$15.00	\$9,000.00
Special Construction							
SC-01	Inlet Protection Type B	EA	7	\$105.00	\$735.00	\$65.00	\$455.00
SC-02	Inlet Protection Type D	EA	4	\$130.00	\$520.00	\$135.00	\$540.00
SC-03	Adjust Manhole	EA	9	\$700.00	\$6,300.00	\$750.00	\$6,750.00
SC-04	Adjust Manhole and Provide New Casting	EA	1	\$1,200.00	\$1,200.00	\$1,900.00	\$1,900.00
SC-05	Adjust Field Inlet	EA	2	\$700.00	\$1,400.00	\$750.00	\$1,500.00
Bid Total:				\$309,010.20		\$316,228.80	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discuss Possible Additional Revenues for Street Improvements

ATTACHMENTS:

- Revenues for Street Improvements 5-31-2022 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: June 7, 2022
RE: Discuss Possible Additional Revenues for Street Improvements

At the last BOPW meeting, Alderperson Carpenter requested information regarding possible revenues for funding street improvement projects. Options the Council could consider for additional funding considerations for the resurfacing program are:

- Wheel Tax
- Transportation Utility
- Additional bonding
- Additional referendum to generate more revenues
- Assess property owners for street resurfacing projects
- Reduce the street resurfacing program to match funding from current referendum.

This discussion is going to be based on the additional funding needs of \$700,000 that the BOPW approved for the street overlay program for 2022 and will cover the “wheel tax” and “transportation utility”.

WHEEL TAX:

The wheel tax could be a possible funding source to be considered. The State of Wisconsin allows a municipality to create an ordinance imposing a vehicle registration fee (wheel tax) for automobiles or trucks registered under 8,000 lbs. gross vehicle weight. The revenue from the wheel tax must be used for all transportation related purposes such as street construction and maintenance, sidewalk construction and maintenance, snow plowing, street lighting, traffic signals, street signs, and pavement markings. Currently, state law does not specify the amount to be collected. The wheel tax primarily impacts residential properties having registered vehicles as defined by the State of Wisconsin.

At this time according to the Wisconsin Department of Transportation (WisDOT) website the following municipalities have established a wheel tax:

City of Appleton = \$20	Village of Lomira = \$30
Arena Township = \$20	City of Madison = \$40
City of Ashland = \$20	City of Manitowoc = \$20
City of Baraboo = \$20	City of Milton = \$30
City of Beloit = \$20	City of Milwaukee = \$30
Village of Bellevue = \$20	City of Montello = \$20
City of Chilton = \$20	City of New London = \$20
Village of Eden = \$20	City of Platteville = \$20
City of Evansville = \$20	City of Portage = \$20
City of Fort Atkinson = \$20	Village of Port Edwards = \$35
City of Gillett = \$20	Village of Prairie du Sac = \$20
City of Green Bay = \$20	City of Rice Lake = \$20
Village of Iron Ridge = \$10	Village of Sauk City = \$20
City of Janesville = \$40	City of Sheboygan = \$20
City of Kaukauna = \$10	Village of Tigerton = \$10
City of Lodi = \$20	City of Waterloo = \$15

At this time according to the Wisconsin Department of Transportation (WisDOT) website the following Counties have established a wheel tax:

Crawford County = \$20	Lincoln County = \$20
Dane County = \$28	Marathon County = \$25
Dunn County = \$20	Milwaukee County = \$30
Eau Claire County = \$30	Portage County = \$25
Green County = \$20	Richland County = \$20
Iowa County = \$20	St. Croix County = \$10
Langlade County = \$15	

WisDOT collects the wheel tax for the municipality at the time of registration and at each registration renewal. WisDOT does keep an administrative fee of 17 cents per vehicle application and sends the remaining monies to the municipality on a monthly basis.

Information on the WisDOT website shows the City currently has 27,614 vehicles that would qualify for the wheel tax. I believe this number may be high because of the surrounding areas that have a 54115 zip code. If the wheel tax is implemented, I would suggest using a lower estimate for the first year of 25,000 vehicles when establishing a rate. In doing so, a fee of \$20 would hope to generate \$500,000 in revenue for the City. If we wanted to generate an additional \$700,000 per year for the street overlay program the wheel tax would need to be set

at least \$28 based on 25,000 vehicles. Keep in mind the estimate I am using above is based off collecting the revenue for an entire year.

In order to create a wheel tax, a municipality must create an ordinance for a municipal motor vehicle registration fee (Wheel Tax). The ordinance must define the rate and what the revenues generated will be used for. Something to keep in mind when considering this is the fact that WisDOT will require notification at least 90 days prior to the first day of the month in which the ordinance is effective. If the Council wanted to move forward with the wheel tax it could be implemented in 2023. However, due to the timing requirements of notification to WisDOT the full revenue would not be seen until 2024.

Another thing to point out regarding the wheel tax is the fact that it primarily impacts residential properties. Commercial and industrial properties typically do not have automobiles or trucks so they would not pay a wheel tax.

TRANSPORTATION UTILITY:

The transportation utility wheel tax could be a possible funding source to be considered and is relatively new to the State of Wisconsin. The League of Municipalities has concluded that a municipality may create a transportation utility and charge property owners transportation fees. A transportation utility fee is established utilizing the amount a property uses the local streets. An example of this is a commercial property generates higher amount of traffic than a single residential property therefore would be charged a higher fee. Most transportation utilities established in the United States use trip generation rates as a means of setting up fees to be charged. In order for the City to establish a trip generation rate we would need to hire a consultant to establish these rates. The transportation utility would charge all properties throughout the City and not just primary residential properties like the wheel tax does.

Some communities that have implemented a transportation utility in Wisconsin are City of Clintonville, City of Neenah, Village of Harrison, Village of Weston, and the Town of Buchanan. In researching what these communities have done, I have found the City of Neenah utilized information from their storm water utility instead of using trip generation rates. The reason for this the storm water utility uses equivalent runoff units (ERU's) for measuring impervious areas (roof tops, parking lots, or driveways) on a property. However, there has been discussion that the City of Neenah's method could be challenged so it is recommended communities should be setting rates based on trip generation. As mentioned previously, in order to get the trip generation data, a consultant would need to be hired to analyze properties throughout the community and set a trip generation rate.

In order to give the BOPW an idea of possible revenue generated, I am going to use the same concept the City of Neenah has by utilizing our storm water utility information for establishing the fee for the transportation utility. The City of Neenah did establish a maximum cap of \$2,000 for larger parcels to make it more equitable. Therefore, the table below will show revenue generated with a cap for the larger parcels. The target revenue for this concept is based on the following:

ERU Charge	No Cap	\$5,000 Cap	\$4,000 Cap	\$3,000 Cap	\$2,000 Cap
\$100	\$1,949,642	\$1,663,747	\$1,599,050	\$1,511,057	\$1,386,157
\$80	\$1,559,714	\$1,376,186	\$1,330,998	\$1,263,816	\$1,163,685
\$60	\$1,169,785	\$1,072,322	\$1,041,542	\$998,248	\$926,219
\$40	\$779,857	\$747,663	\$730,765	\$705,419	\$665,499
\$20	\$389,929	\$388,707	\$385,723	\$379,200	\$365,382

In order to generate \$700,000 for the street overlay program an annual estimated charge of \$40 per year would be required.

There has also been discussion if the transportation utility is established the possibility of eliminating the annual sidewalk repair costs for all property owners. A transportation utility cannot be established for the sole purpose of just funding the sidewalk repair program. The reason for this in order for the transportation utility to be fair and equitable all properties must be treated equally. All properties in the City do not have sidewalk to maintain. However, all properties have streets adjacent to them and utilize the City's street network. Therefore, the transportation utility must be set up to fund the street program as well as the sidewalk repair program to be considered fair and equitable. I recently analyzed our sidewalk repair program costs and if we wanted to fund the sidewalk repair program we would need to generate at least an additional \$400,000 in revenue from the transportation utility to have sufficient funding for this program. The rate needed to fund additional monies for the street overlay and sidewalk program would be estimated at approximately \$60 per year.

If the City Council decided to move forward with creating a transportation utility, the City Council would need to approve an ordinance establishing the utility. In reality, if the Council chose the path of a transportation utility, the revenue most likely would not be generated until 2024. This is due to the need to hire a consultant to study and establish trip generation rates.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Discuss Pond Trapping for 2021 and 2022

ATTACHMENTS:

- 2022 0613 CI_BOPW_Pond Trapping Update (PDF)
- Exhibit 1 (PDF)
- Exhibit 2 (PDF)
- Exhibit 3 (PDF)
- Exhibit 4 (PDF)
- Exhibit 5 (PDF)
- Exhibit 6 (PDF)
- Exhibit 7 (PDF)
- 2021 Report - spring (PDF)
- 2021 Report - Fall (PDF)
- 2022 Report - Spring (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 13, 2022

RE: **Discuss Pond Trapping for 2021 and 2022**

Staff was requested to provide an update to the Board on the muskrat trapping completed on ponds in 2021 and 2022.

Background

The Engineering Department received a proposal for Project 21-21 Pond Trapping on May 27, 2021. The work was for trapping 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. Trapping was completed at the following ponds:

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Scheuring – Suburban Pond
4. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
5. SW Lawrence – Grant Ponds
6. Killarny Pond

The project also included woodchuck trapping at 1851 Enterprise Drive due to borrowing under the building.

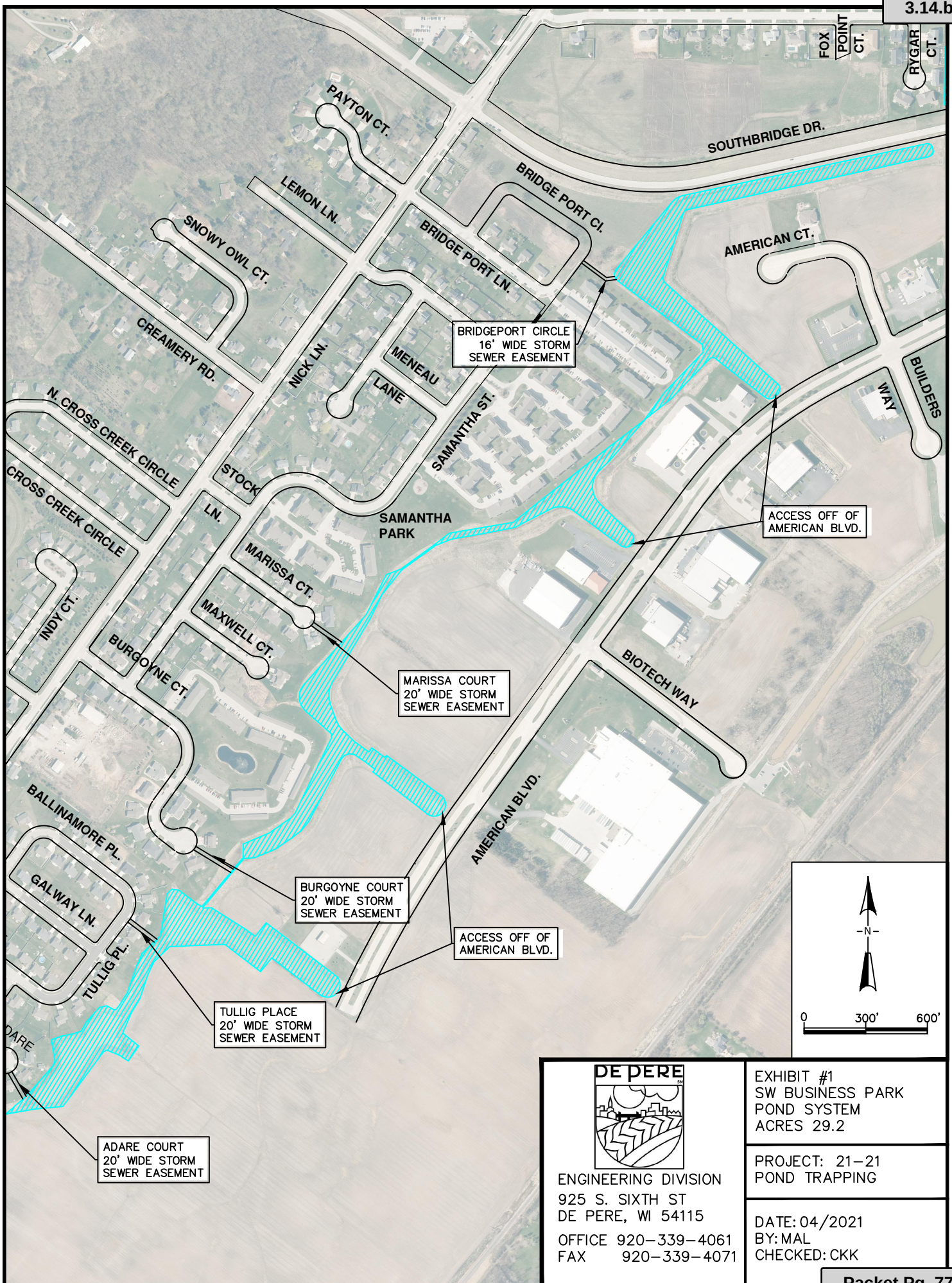
Suburban Wildlife Solutions, LLC (SWS) was hired to complete the work.

Discussion

SWS completed two trappings in 2021. We had them complete one additional trapping in 2022. A summary of the trapping is as follows:

Location	Spring 2021	Fall 2021	Spring 2022	Total
SW Business Park Pond System	21	11	24	56
Honeysuckle Pond and Swale	14	7	4	25
Scheuring – Suburban Pond	5	6	5	16
Exit 161 IH 41 Scheuring Pond	10	6	8	24
SW Lawrence Grant Ponds	31	9	5	45
Killarney Trail Pond	12	8	6	26
1851 Enterprise Drive	5	N/A	N/A	5

Staff will be sending out proposals for trapping in the fall of 2022 and spring of 2023.

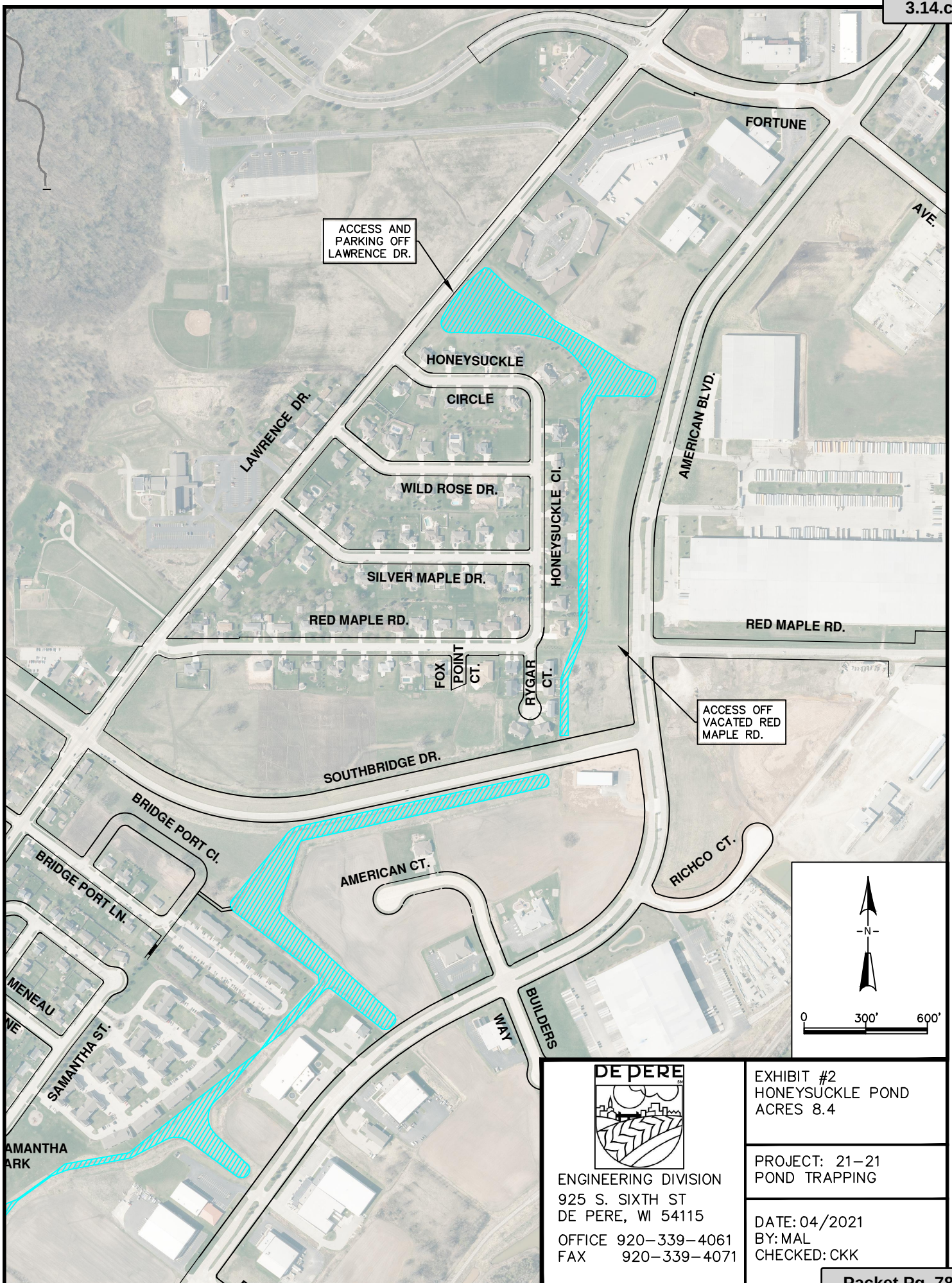


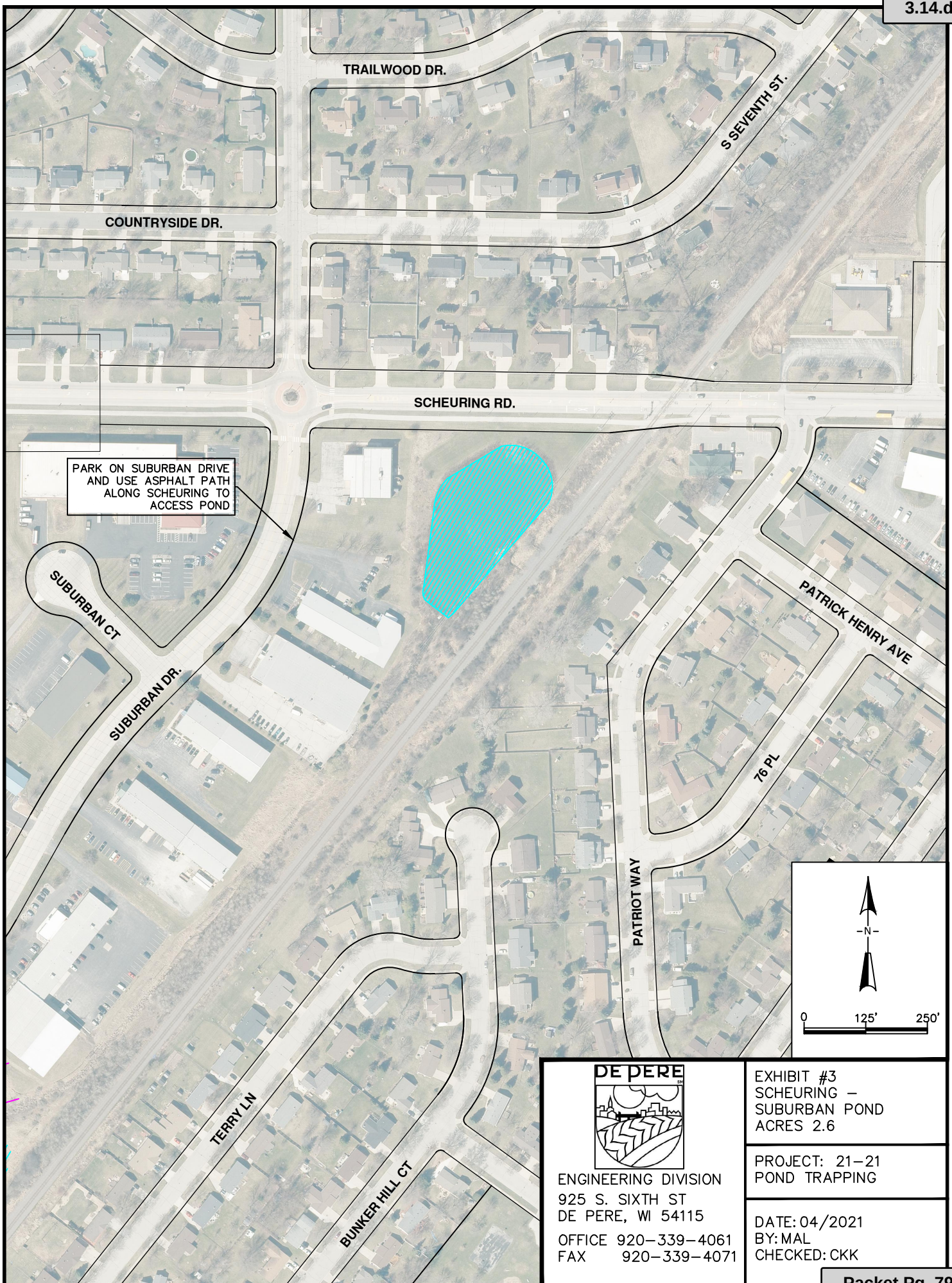
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK





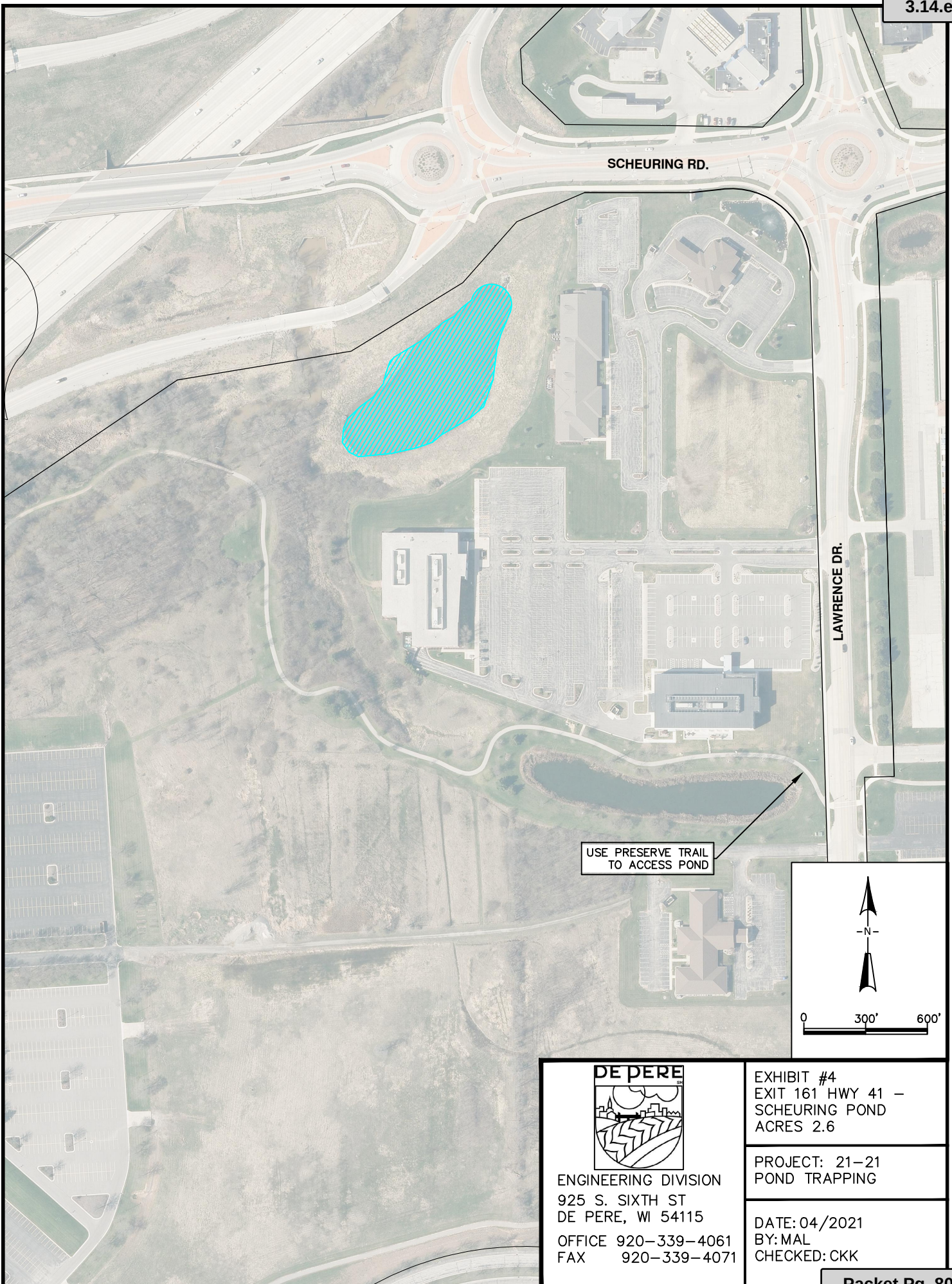
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #3
SCHEURING —
SUBURBAN POND
ACRES 2.6

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



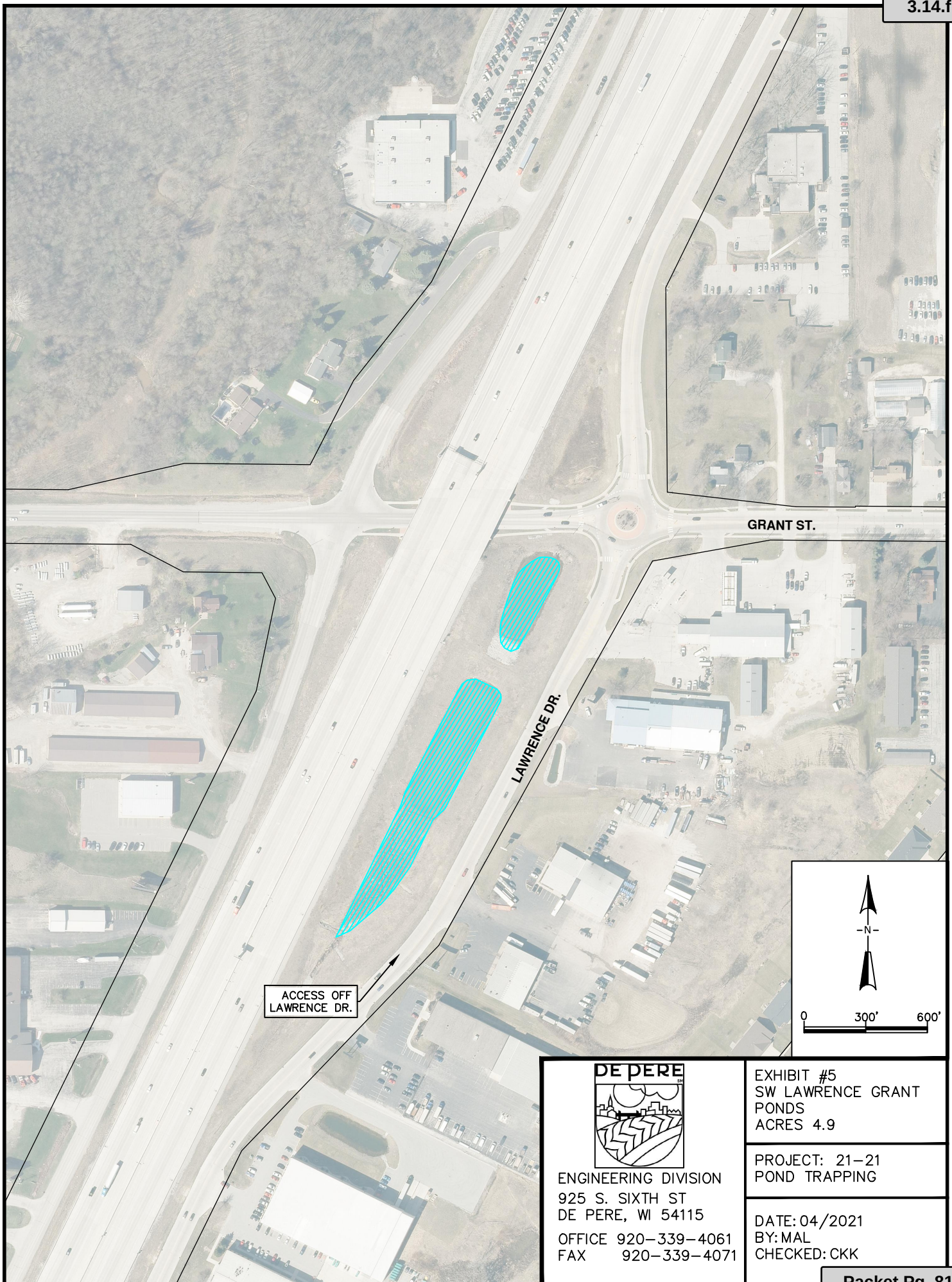
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

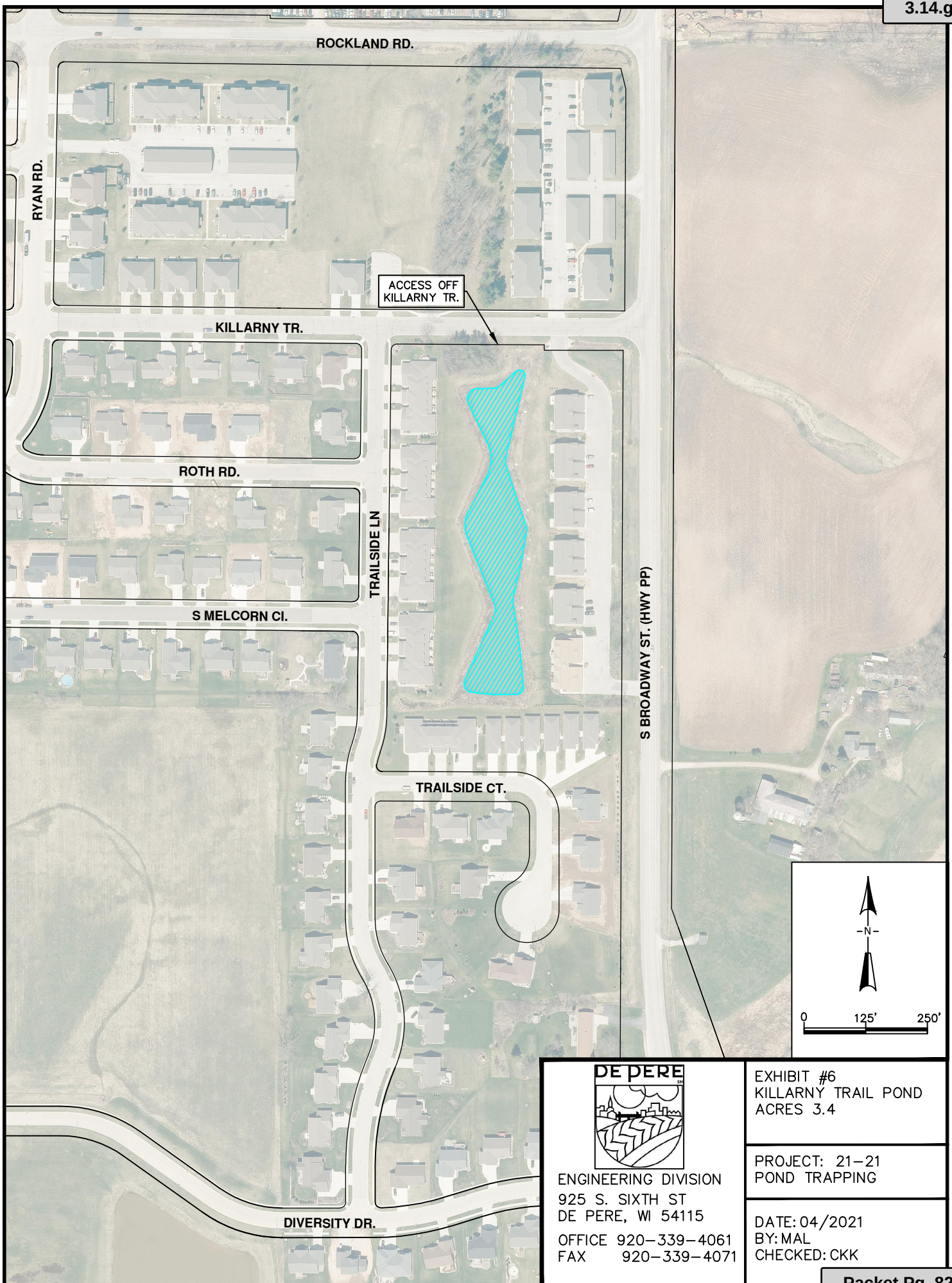
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #4
EXIT 161 HWY 41 -
SCHEURING POND
ACRES 2.6

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK





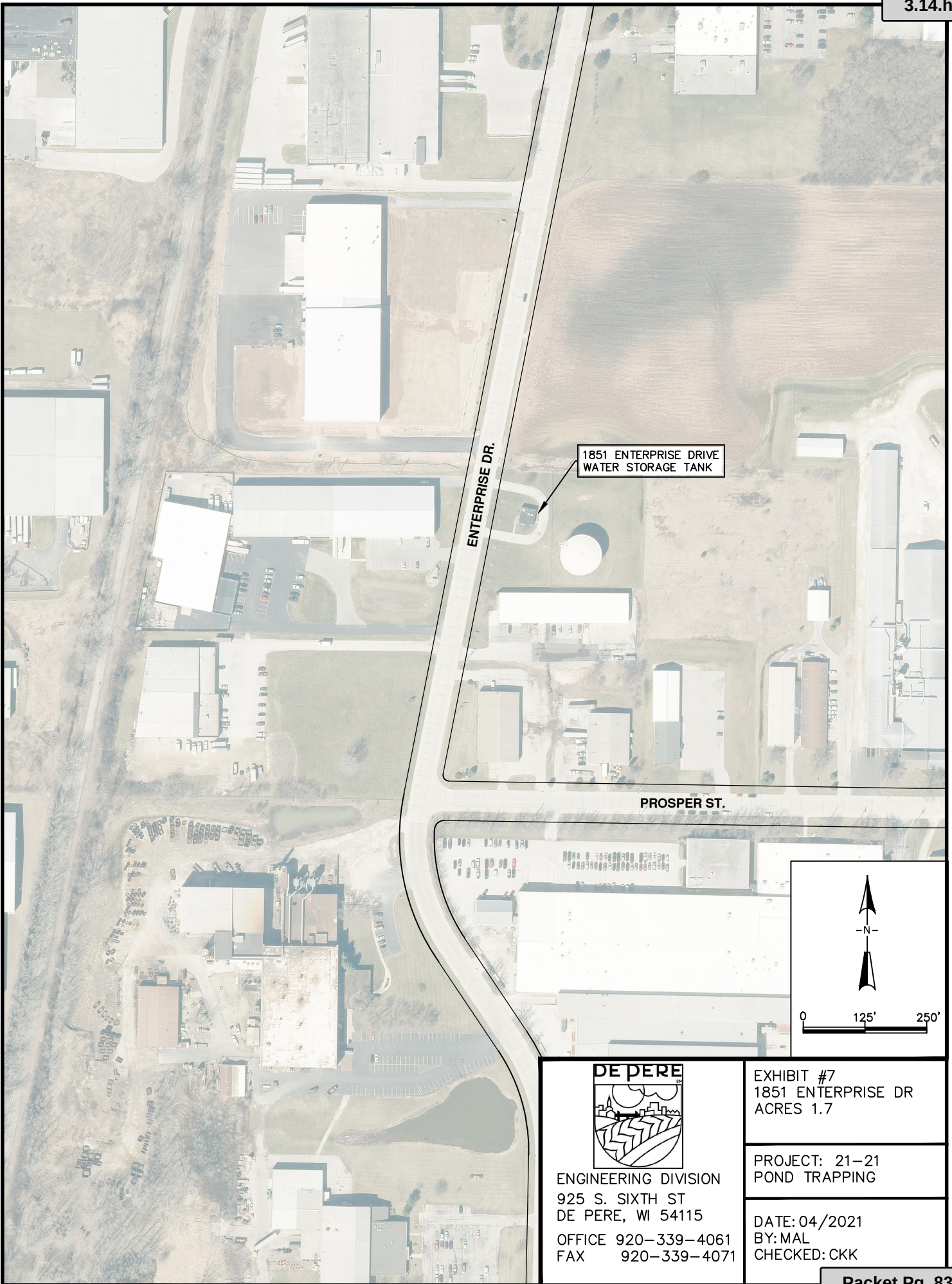
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT #6
KILLARNY TRAIL POND
ACRES 3.4

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



	Suburban Wildlife Solutions LLC.		Cell - 920-228-1033
	City of De Pere		
	2021 spring	Number of	
	Location	Muskrats Removed	Notes
1	SW Business Park Pond System	21	Needs brush and trees cut around the pond banks. At the South end of American Blvd. There is a 3 foot deep gulley on the SE corner of the pond, across the pond from the natural gas station On the South side of this same pond there is a fallen dead tree that needs to be cut to allow access around the edge of the pond.
2	Honeysuckle Pond and Swale	14	Needs brush and willows cut on the pond banks.
3	Scheuring - Suburban Pond	5	Needs brush and willows cut on the pond banks.
4	Exit 161 Roundabout (Hwy 41-Scheuring) Pond	10	
5	SW Lawrence - Grant Ponds	31	
6	Killarny Ponds	12	Needs brush and willows cut around the pond
7	1851 Enterprise (woodchuck trapping)	5	

	Suburban Wildlife Solutions LLC.		Cell - 920-228-1033
	City of De Pere		
	2021	Number of	
	Location	Muskrats Removed	Notes
1	SW Business Park Pond System	11	Needs brush and trees cut around the pond banks. At the South end of American Blvd. There is a 3 foot deep gulley on the SE corner of the pond, across the pond from the natural gas station On the South side of this same pond there is a fallen dead tree that needs to be cut to allow access around the edge of the pond. Fall - The construction to the South of these ponds have piles of dirt near the edge of the pond with no erosion barrier/silt fence to protect the pond.
2	Honeysuckle Pond and Swale	7	Needs brush and willows cut on the pond banks.
3	Scheuring - Suburban Pond	6	Needs brush and willows cut on the pond banks.
4	Exit 161 Roundabout (Hwy 41-Scheuring) Pond	6	
5	SW Lawrence - Grant Ponds	9	
6	Killarny Ponds	8	Needs brush and willows cut around the pond

	Suburban Wildlife Solutions LLC.		Cell - 920-228-1033
	City of De Pere		
	2022 Spring	Number of	
	Location	Muskrats Removed	Notes
1	SW Business Park Pond System	24	Still needs some brush and trees cut around the pond banks. What you have done so far looks amazing!
2	Honeysuckle Pond and Swale	4	
3	Scheuring - Suburban Pond	5	
4	Exit 161 Roundabout (Hwy 41-Scheuring) Pond	8	
5	SW Lawrence - Grant Ponds	5	
6	Killarny Ponds	6	



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 13, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Compliance Maintenance
Annual Report for Wastewater Collection System*

ATTACHMENTS:

- 2022 0613 CI_BOPW_Consider_CMAR (PDF)
- 2021 Draft CMAR (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 13, 2022

RE: **Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System***

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

Compliance Maintenance Annual Report

3.15.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/8/2022 2021

Financial Management

1. Provider of Financial Information

Name:

Joe Zegers

Telephone:

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(optional):

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2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2021

● 0-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 150,000.00

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 150,000.00

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 0.00

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

0

Please note: If you had a CFWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Repairs and Reconstruction	630000	2022
2	Sewer Lining	516000	2022
3	Sewer Repairs and Reconstruction	630000	2023
4	Sewer Lining	516000	2023
5	Sewer Repairs and Reconstruction	630000	2024
6	Sewer Lining	516000	2024
7	Sewer Repairs and Reconstruction	630000	2025
8	Sewer Lining	516000	2025
9	Sewer Repairs and Reconstruction	630000	2026
10	Sewer Lining	516000	2026

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	132	
February	156	
March	130	
April	160	
May	173	
June	186	
July	183	
August	153	
September	157	
October	153	
November	139	
December	162	
Total	1,884	0
Average	157	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	
No activities planned. Pumps were installed in 2018.	

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewers in areas of street improvements, including sanitary laterals in the right of way.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2007-12-18

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

- ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

- ☐ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

- ☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☒ Others:

Smoke testing for I&I

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	30	% of system/year
Root removal	5	% of system/year
Flow monitoring	10	% of system/year
Smoke testing	1	% of system/year
Sewer line televising	7.5	% of system/year
Manhole inspections	30	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

29.6	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
1	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
13	Number of basement backup occurrences
13	Number of complaints
	Average daily flow in MGD (if available)
	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.12	Basement backups (number/sewer mile)
0.12	Complaints (number/sewer mile)
	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

The City experiences high flows in some of the older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

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- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No changes

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to rehabilitate the system through relay and lining of the sewer main and sewer laterals in the right of way. The City completed some smoke testing in 2021.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial				
Collection	A	4	3	12
TOTALS			3	12
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade =

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00