



Board of Public Works

Regular Meeting

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

Agenda

Monday, June 8, 2020

7:30 PM

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 8, 2020** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

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 WILL NOT BE HELD IN PERSON.

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 www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the Board of Public Works May 11, 2020 Meeting Minutes

II. Public Comment

III. Items

1. Consideration and possible action on Changes to Parking Restrictions on Franklin Street*
2. Consideration and possible action on Consultant Agreement for Downtown Wayfinding Master Plan and Pedestrian Node Design*
3. Consideration and possible action on award of Contract 20-07 Curb Repair and Street Resurfacing*
4. Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*
5. Consideration and possible action on approval for the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive*
6. Consideration and possible action on Governmental Responsibility Resolution for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program*

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, June 8, 2020 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS
DEPARTMENT HEADS
KIMLEY-HORN

MARY T STECKART
LARRY L SEEFELDT
DALE C & CYNTHIA K HAAGEN
BROOKE ASH INVESTMENTS LLC

DE PERE CHAMBER OF
COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
MCC, Inc.
NEHRING HAROLD J & BARBARA
C REVOCABLE TRUST
JOHN F OBRIEN
CONNIE J STURZL, ETAL
CARL R BLOEMER

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the Board of Public Works May 11, 2020 Meeting Minutes

ATTACHMENTS:

- 2020 0511 CE_DRAFT Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, May 11, 2020

7:30 PM

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	Remote	
Jonathon Hansen	Aldersperson	Remote	
Shana Defnet Ledvina	Aldersperson	Remote	
Dean Raasch	Aldersperson	Remote	

Others present:

Scott Thoresen, Director of Public Works

Eric Rakers, City Engineer

Thomas Blohowiak, Maintenance Supervisor (Remote)

Betty Sellenheim, Recording Secretary/Administrative Secretary

2. Approval of the Board of Public Works March 9, 2020 Meeting Minutes

Aldersperson Carpenter moved to approve the Board of Public Works March 9, 2020 Meeting Minutes, seconded by Aldersperson Raasch.

Upon vote, the motion passed unanimously.

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

II. Items

1. Election of Vice Chairperson for the Board of Public Works

Aldersperson Carpenter moved to nominate Aldersperson Raasch as Vice Chairperson of the Board of Public Works, seconded by Aldersperson Ledvina.

The motion passed with a 4-0-1 vote with Aldersperson Raasch abstaining.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
ABSTAIN:	Dean Raasch

2. Consideration and possible action on award of Contract 20-08 Manhole Repair and Rehabilitation*

Aldersperson Raasch moved to approve award of Contract 20-08 Manhole Repair and Rehabilitation to Great Lakes TV Seal, Inc. in the amount of \$20,974.00, seconded by Aldersperson Hansen.

Upon vote, the motion passed unanimously.

Attachment: 2020 0511 CE_DRAFT Minutes (9618 : Approval of the Board of Public Works May 11, 2020 Meeting Minutes)

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

3. Consideration and possible action on award of Contract 20-13 Crackfilling and Seal Coating*

Alderperson Carpenter moved to approve award of Contract 20-13 Crackfilling and Seal Coating to Asphalt Seal & Repair, Inc. in the amount of \$158,029.50, seconded by Alderperson Raasch.

Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on award of Contract 20-16 City Hall Generator*

Alderperson Raasch moved to approve award of Contract 20-16 City Hall Generator to Northern Electric, Inc. in the amount of \$127,485.00, seconded by Alderperson Hansen.

Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on award of Contract 20-19 Mudjacking*

Alderperson Carpenter moved to approve award of Contract 20-19 Mudjacking to Badger Concrete Lifting, LLC. in the amount of \$8,570.00, seconded by Alderperson Hansen.

Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on award of Contract 20-19A Sidewalk Grinding*

Alderperson Raasch moved to approve award of Contract 20-19A Sidewalk Grinding to All-Star Cutting and Coring, LLC. in the amount of \$22,952.00, seconded by Alderperson 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

7. Consideration and possible action on Reservoir Inspection Contract*

Alderson Carpenter moved to approve award of Reservoir Inspection Contract to Water Tower Clean & Coat in the amount of \$1,400 per tank, seconded by Alderson Raasch.

Alderson Raasch asked if the proposals were comparable to what has been seen in the past. Scott Thoresen, Director of Public Works, stated they have had the contract the last few years and have been around the same price.

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 2020 Sidewalk Repair Orders or Special Assessment

Alderson Raasch moved to approve the 2020 Sidewalk Repair Orders and special charges, including a five year payback option for properties exceeding \$1,000 with an interest rate of City borrowing plus 1%, seconded by Alderson Carpenter.

Alderson Carpenter explained his concerns for allowing a five year payback for properties exceeding \$1,000. Eric Rakers, City Engineer, explained that 68 properties are facing potential charges exceeding \$1,000 and the top 20 were listed in the packet. Mr. Rakers explained that many of those 68 properties had charges between \$1,000 and \$2,000. Alderson Carpenter suggested a revised payback plan including charges from \$1,000-\$1,500 would be allowed 2 years to pay back, \$1,500-\$3,000 would be allowed 3 years to pay back, \$3,000-\$5,000 would be allowed 4 years to pay back, and over \$5,000 would be allowed 5 years to pay back. Mr. Rakers stated staff would need to work with accounts payable regarding the extra criteria of this revised payback plan. Alderson Raasch agreed with the extra staff work with the higher number of tiers for payback. Alderson Raasch suggested a payback plan that included charges between \$1,000 and \$2,000 would be allowed 3 years to pay back and over \$2,000 would be allowed 5 years to pay back. Alderson Raasch explained hardship cases would be handled on a one on one basis. Alderson Raasch questioned the interest rate on the payback plan. Scott Thoresen, Director of Public Works, and Mr. Rakers confirmed the interest rate is 1% over the city bonding rate. Alderson Raasch questioned what level of changes could be made at the Board meeting. Mayor Boyd and Mr. Thoresen explained last year's procedure and explained staff would look into it further. Alderson Ledvina questioned how many residents took advantage of the payback option in 2019. Mr. Rakers explained the 2019 sidewalk program was still in progress and staff does not know at this time how many residents will take advantage. Alderson Ledvina questioned why the process would be changed, when it is unclear how it worked the first time since it is still in progress. Alderson Raasch outlined the original thoughts on the payback plan and explained the need to make it manageable for the resident and city for timely payments. Alderson Carpenter explained he had additional time to consider options for a payback plan for 2020. Alderson Carpenter stated he would support a 5 year payback plan, same as 2019. Mayor Boyd explained he would support repeating the same options from 2019 as staff does not know how many people will take advantage of the payback plan.

Aldersperson Ledvina agreed with Mayor Boyd. Aldersperson Hansen agreed with Aldersperson Raasch's payback plan to potentially implement in future years but agreed to go forward with the 2019 payback plan due to timing. Aldersperson Hansen questioned if starting the process a month earlier would suffice if changes were to be made for the 2021 sidewalk repair orders. Mr. Rakers stated staff will bring back the statistics from 2019 and 2020 for creating a plan for charges in 2021 in April 2021 for discussion. Mr. Thoresen outlined the 2019 process for creating the payback plan through a Council Resolution.

Upon vote, the motion passed unanimously.

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

9. Consider Resolution Supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue*

Aldersperson Carpenter moved to approve the Resolution supporting the Village of Allouez DNR grant application for bicycle and pedestrian improvements on West Main Avenue, seconded by Aldersperson Raasch.

Upon vote, the motion passed unanimously.

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

10. Consideration and Possible Action on Approval of the State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program-Merrill Street*

Aldersperson Hansen moved to approve the State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program Grant for work on Merrill Street, seconded by Mayor Boyd.

Aldersperson Raasch questioned if the funding amount was typical for this type of grant program. Eric Rakers, City Engineer, explained the difference between this grant than others that have been brought before the Board in the past and that it is pretty standard for this type of grant. Aldersperson Hansen questioned if the City bonding amount would be reduced proportionately for 2020. Mr. Rakers stated this would be on the top of the tax amount generated for resurfacing and explained what the resurfacing funds are used for.

Upon vote, the motion passed unanimously.

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

11. Consideration and possible action for Driveway Requests along S. Ninth Street for the proposed West De Pere School District Intermediate School – 1177A S. Ninth Street

Alderson Raasch moved to approve the driveway request along S. Ninth Street for the proposed West De Pere School District Intermediate School at 1177A S. Ninth Street, seconded by Alderson Ledvina.

Alderson Carpenter questioned the width of the proposed driveway and proposed use (bus or parent drop off). Eric Rakers, City Engineer, stated the driveway is proposed at 18' (one way in and one way out). Buses will drop off in the back off Lourdes along with teacher access and parents will drop off in the front on S. Ninth.

Upon vote, the motion passed unanimously.

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

12. Consideration and possible action on City Engineer Parking & Traffic Recommendations

Eric Rakers, City Engineer, explained the request from the Police Department to add “No Engine Braking” signs at busier city limits entrances. Alderson Hansen questioned a request that came in last year to add “No Engine Braking” signs on 32/57. Mr. Rakers stated that there is a sign at the city limits and the request was to add additional signs.

Alderson Raasch moved to approve the installation of “No Engine Braking” signs at the city limits on Ashland Avenue, Main Avenue, and Scheuring Road, seconded by Alderson Ledvina.

Upon vote, the motion passed unanimously.

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

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

Eric Rakers, City Engineer, outlined three parking and traffic items for discussion. The first item was to eliminate 3 hour parking on the south side of Franklin Street from Front Street to Broadway Street-staff needs to send out notices to entire block and will bring back in June. The second item was to prohibit parking in front of mailboxes on Cross Creek Circle-staff reached out to the requestor for additional information and did not receive a response, staff also reached out to USPS to hear of any concerns in this area. Alderson Hansen stated he had a similar request and spoke with the Police Department and was informed that in some cases, if a vehicle is blocking a mailbox they could also be parked too close to the driveway which would be against city ordinance. Mr. Rakers stated that may be the case in this situation but without additional information from the requestor or USPS, staff was could not make an accurate decision. Item three was to extend school zone limits on Grant Street to include Northwest Journey-staff will discuss further with the requestor since Northwest Journey is a commercial property that may change use.

No action necessary.

III. Future Agenda Items

None

IV. Adjournment

Aldersperson Hansen moved to adjourn the Board of Public Works meeting at 8:10 PM, seconded by Aldersperson Ledvina.

Upon vote, the motion passed unanimously.

*Items with an asterisk require City Council approval.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

De Pere Chamber of Commerce

TV, Newspapers, & Radio

Kress Family Library

Dan Peplinski-Point of Beginning, Inc.

Water Tower Clean & Coat, Inc

Great Lakes TV Seal, Inc.

Asphalt Seal & Repair, Inc.

Northern Electric, Inc.

Badger Concrete Lifting, LLC

All-Star Cutting & Coring, LLC

Rex Mehlberg-Village of

Ashwaubenon

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

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Changes to Parking Restrictions on Franklin Street*

ATTACHMENTS:

- 2020 0608 CI_BOPW-Franklin Street Parking (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 8, 2020
RE: **Consideration and possible action on Changes to Parking Restrictions on Franklin Street***

At the April 29th, 2020 City Engineer Parking and Traffic Meeting, a change in parking restrictions was discussed on the south side of Franklin Street from Front Street to Broadway Street. This was presented to the Board on May 11th under the discussion item as follows:

Parking and Parking Lot Items:

1. Eliminate the 3 hour parking zone on the south side of Franklin Street from Front Street to Broadway Street.
 - Based on the request, businesses have changed in the area and 3 hour parking is not needed.
 - No parking is allowed on the north side.
 - The majority of the properties fronting this section of street are residential.

Staff concurs with removing the 3 hour parking restriction on the south side to match residential parking throughout the City. Staff will be sending out notices of the change to property owners and bring to the June BOPW meeting.

Staff sent letters to impacted properties on the block and they have been invited to this meeting.

Staff recommends removing the 3-hour parking restriction on the south side of Franklin Street from Front Street to Broadway Street and updating the ordinance.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Marty Kosobucki

SUBJECT: Consideration and possible action on Consultant Agreement for Downtown Wayfinding Master Plan and Pedestrian Node Design*

ATTACHMENTS:

- 2020 0608 CE_BOPW Memo_Wayfinding (PDF)
- Wayfinding.Nodes.RFP (PDF)
- Kimley Horn (PDF)

CITY OF DE PERE MEMO



To: Board of Public Works
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: June 8, 2020

RE: **Consideration and possible action on Consultant Agreement for Downtown Wayfinding Master Plan and Pedestrian Node Design***

Staff is requesting the Board of Public Works approve an agreement with Kimley-Horn for the purpose of developing a Wayfinding Master Plan and design of Pedestrian Nodes along the Fox River Trail. I have included a copy of the Request for Proposal in your packet as well as Kimley-Horn's proposal.

We were pleased to receive fifteen different proposals. An internal team reviewed the plans and reduced them down to four. These four finalists were then interviewed by the City Administrator, Director of Development Services, and the Director of Parks, Recreation and Forestry.

Kimley-Horn was unanimously selected from the internal team. Their proposal is for \$38,600 plus expenses outside the scope of services which includes travel.



REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

Downtown Wayfinding Master Plan and Pedestrian Node Design

Issued: January 21, 2020

Proposals Due: February 7, 2020 by 3:00PM

Request for Proposals

Downtown Wayfinding Master Plan and Pedestrian Node Design

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I. INTRODUCTION

A. Project Summary

The City of De Pere is looking for experienced consultants to provide a Wayfinding Master Plan for downtown De Pere and to develop conceptual plans for pedestrian nodes along the Fox River Trail. The City is looking for a consultant that has a proven track record with similar projects and can provide the leadership to navigate the planning process in an efficient and effective manner.

Your proposal must be submitted to our office no later than February 7, 2020 at 3:00 pm to be considered. Proposals may be submitted by paper or e-mail.

B. City Contact Information

Questions related to this Request for Proposal shall be directed to:

Marty Kosobucki
Department of Parks, Recreation and Forestry
925 S. Sixth Street
De Pere, WI 54115
Phone: 920-339-8358
E-Mail: mkosobucki@mail.de-pere.org

C. Directions for Submittal of Proposal

Consultants shall submit one (1) copy of their proposal either through e-mail or hard copy.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on February 7, 2020 at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
E-Mail: mkosobucki@mail.de-pere.org

Packages containing the proposal shall be clearly marked on the outside by indicating:
Downtown Wayfinding Master Plan and Pedestrian Node Design.

D. Pre-Proposal Meeting

There are no planned Pre-Proposal meetings scheduled for this RFP. Any questions shall be directed to Marty Kosobucki, see contact information above.

II. PROJECT DESCRIPTION

Community Overview - The approximately 25,000 people, who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas, have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

Project Background - This project is separated into two components which are explained in detail below.

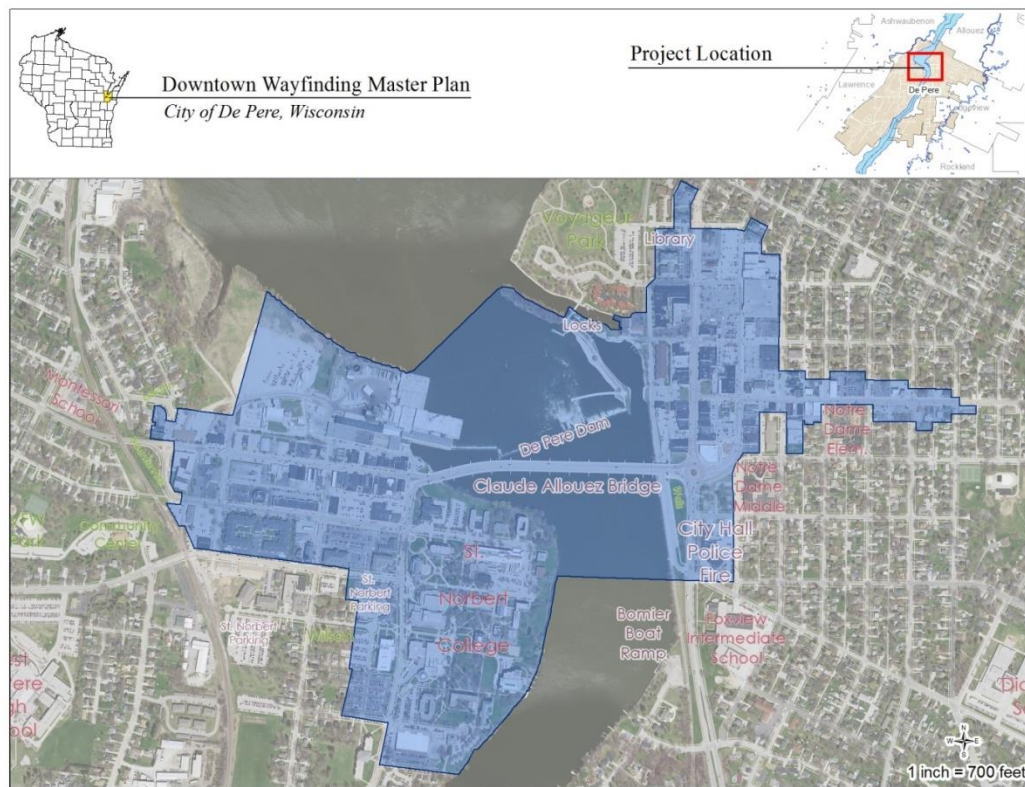
- A. Wayfinding Master Plan - To better serve residents and visitors, the City of De Pere ("City") is inviting proposals from qualified consultants for a downtown wayfinding master plan. This project will determine the design and optimized location of signage throughout downtown De Pere. The project will deliver signage design to support vehicular traffic, bicycle and pedestrian navigation and downtown wayfinding, allowing guests to readily find community amenities and services with minimal difficulty.

The existing wayfinding signage found in De Pere is fairly generic and typical of a Northeast Wisconsin City. While prolific signage would detract from the City's character, it has been determined that our existing signage is insufficient and unappealing. An attractive, creative approach to wayfinding is desired, with an interest in maintaining the character that makes downtown De Pere so desirable.

The City has recently completed an in-depth branding initiative, which will greatly aid the consultant with signage design. The consultant can utilize our new logo, color palate, and typography to assist in delivering great design options. Additionally, the consultant can utilize the City's GIS data to help determine existing signage locations for review.



Current wayfinding signage for City of De Pere



Project zone for Wayfinding Master Plan

- B. Pedestrian Node Plan - In conjunction with the Wayfinding Master Plan, the City wants to obtain conceptual designs at three different locations along the Fox River Trail. The nodes are identified in the City's Cultural District Plan approved in 2018.

The Cultural District Plan focuses on energizing the east side downtown district along Broadway Avenue. The foundation of the plan starts with the proposed Mulva Cultural Center to be located at Lewis Street and Broadway Avenue. Just west of Broadway Avenue is the highly used Fox River Trail, which supports approximately 100,000 users per year. The high use and notoriety of the trail system presents a valuable opportunity to attract and welcome trail users into our downtown district. The ultimate goal of the pedestrian nodes are to create an inviting location along the Fox River Trail which is consistent with the overall Wayfinding Master Plan, and encourages trail users to visit our downtown area.

City staff has identified three locations along the Fox River Trail for consideration. All three locations are located north of the Claude Allouez Bridge and are adjacent to the Fox River Trail and explained below.



Identified locations for potential Pedestrian Nodes.

A detailed description of each site is as follows.

1. Area 1 – Fox River Trail Rest Stop (Brown County partnership location)

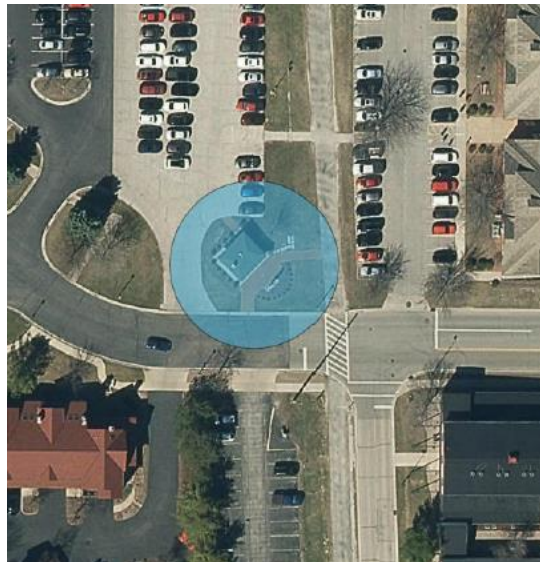


Location - Western end of Cass Street

Site Description:

- Brown County has a rest stop for the Fox River Trail at this location.
- Area immediately to the east is Right of Way.
- No sidewalks along Cass Street.
- Brown County has indicated they are interested in participating in how to develop the site.

2. Area 2 – Polo Resto (Historical Society partnership location)



Location - Corner of William Street and Front Street

Site Description:

- The Historic Preservation Committee (HPC) currently manages a building called Polo Resto. In preliminary discussions with the HPC, they have indicated they are interested in participating in conceptual planning to enhance the location.
- There is a sidewalk located on the south side of William Street that connects with Broadway Street.
- There is no sidewalk on the north side of William Street.

3. Area 3 – James Street Parkway (City owned)



Location: Corner of James Street and Front Street

Site Description:

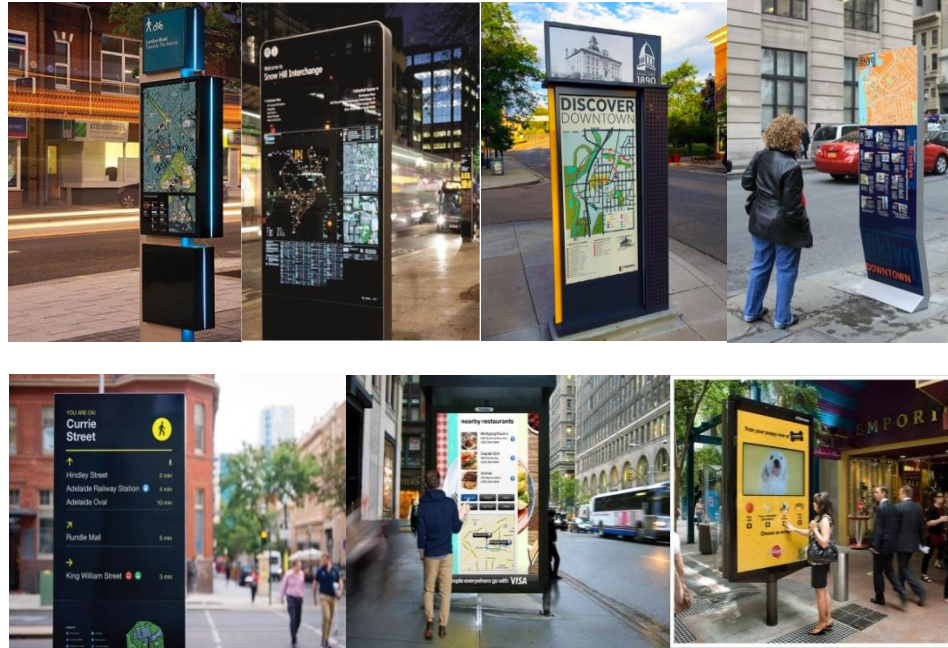
- The City of De Pere owns and manages a small park called James Street Parkway on the southwest corner of the intersection. This area would be available for consideration.
- There are currently sidewalks on both sides of James Street, with the sidewalk on the south side being an oversized walkway.

Pedestrian Node Design Vision – The City does not have a clear vision of what a pedestrian node should look like at each location. While we do know the Nodes should be consistent with the Wayfinding Master Plan, the ultimate goal is to create spaces along the Fox River Trail where people feel welcomed into the City and can find information about our downtown atmosphere and opportunities. Node design shall include wayfinding and signage that identifies De Pere and provides opportunity for advertising and/or sponsorship. In addition, Node design shall include landscaping, hardscape pedestrian/bicycle amenities and/or public art.

Other design considerations: Two of the proposed locations provide collaborative opportunities with De Pere partners. The designs for each node are not required to be

identical, however should have unifying elements with our Wayfinding Master Plan and each other.

The photographs below are ideas and/or thoughts that have been considered in preliminary discussions about the project. The photos should not be considered a requirement of what the City is looking for, but more a general vision.



III. SCOPE OF SERVICES

A. Wayfinding Master Plan

1. Introduction and Analysis

- a. Conference call with City lead staff.
- b. Consultant review of project objectives.
- c. Consultant review of City resources.
- d. Consultant review and confirm scope and schedule.
- e. Consultant site visit(s) to determine best approach to wayfinding solutions.
 - i. Become familiar with De Pere's vehicular and pedestrian circulation routes, decision points and destination generators.
- f. Conduct Inventory to confirm existing wayfinding signage locations.
- g. Conduct analysis to determine optimal locations for proposed signage.

2. Conceptual Design and Design Refinement

- a. Conference call with City staff to review findings of "Introduction and Analysis" tasks.
- b. Clarify with staff any requirements to begin design.

- c. Develop three (3) conceptual designs, each depicting consultants vision for:
 - i. Vehicular traffic signage.
 - ii. Bicycle/Pedestrian navigation.
 - iii. Downtown wayfinding signage.
 - d. Of the three conceptual designs, a minimum of 1 option shall focus on time traveled versus distance.
 - e. Conceptual designs should include elements that are constructible and impactful while being cost effective and implementable.
 - f. Consultant on-site meeting with City staff to present the signage design options.
- 3. Design Refinement
 - a. Follow up with City team to determine preferred elements of final design, based on part or all of the three conceptual designs.
 - b. Develop final signage and wayfinding design.
- 4. Design Location Plan
 - a. Develop mapping and presentation materials depicting optimal signage locations for each type of signage (vehicular, bike/pedestrian, downtown wayfinding).
- 5. Design Development Documents
 - a. The consultant will prepare Wayfinding Master Plan document to detail: signage design drawings, optimal location recommendations, implementation cost estimates, summary of research and findings which lead to final recommendations, and all necessary accompanying information.
 - b. Consultant will present the plan to the Board of Public Works (BOPW) for consideration at one regularly scheduled meeting (generally the second Monday of the month at 7:30pm).
 - c. Consultant will present the plan to the City Council for consideration at one regularly scheduled meeting (generally the first and third Tuesday of the month at 7:30pm).

B. Pedestrian Nodes

- 1. Introduction and Analysis
 - a. Conference call with City lead staff.
 - b. Obtain project history.
 - c. Review objectives.
 - d. Review and solidify timeline.
 - e. Analysis of locations (site visit, aerial photographs, etc.)
 - f. Analysis of City Plans (Cultural District Plan, etc.)
- 2. Meeting with City team
 - a. Create collection of ideas/concepts from City team.
 - b. Identify priorities and goals for each location.

3. Generate three conceptual designs for review from City team.
 - a. Shall obtain comments and feedback from City team on each location.
 - b. Compile list of comments and goals for each location.
4. Generate final draft design for review from City team.
 - a. Create 2D and 3D color renderings of proposed final design.
 - b. Make minor changes as requested by City team.
5. Generate and submit final design.
 - a. Submit final design in 2D and 3D color renderings.

IV. MEETINGS

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- A. Conference call with City staff to discuss introduction to Wayfinding and Pedestrian Node projects.
- B. Conference call with City staff to review findings of Wayfinding Introduction and Analysis, and generate goals for Pedestrian Node Design.
- C. Meeting with City staff to present signage options for Wayfinding Master Plan and options for Pedestrian Nodes.
- D. Presentation to Board of Public Works on Wayfinding Master Plan.
- E. Presentation to City Council on Wayfinding Master Plan.

V. CITY RESPONSIBILITIES

The City will be responsible for the following:

- A. Provide consultant with up to date GIS data.
- B. Provide consultant with a copy of all applicable and requested plans (Cultural District Plan, City Comprehensive Plan, etc.)
- C. Generate a list of team members that will be accessible to the consultant for interviewing.
- D. Provide input on goals and objectives for each project.

VI. SCHEDULING

A consultant will be recommended for approval to the Common Council by the Board of Public Works. Once the approvals are attained City staff will work promptly to provide the Consultant Agreement to the consultant and City officials for execution. Work shall commence no later than two weeks after the execution of the agreement.

VII. INSURANCE

- A. The Consultant shall maintain during the life of the Agreement, the following

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.
- B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VIII. PROPOSAL SUBMITTALS

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in-person, by courier, or by mail to: Legion Restroom Building, 925 S. Sixth Street, De Pere WI 54115

- A. Executive Summary
- B. Consultant Background and Information
Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc.
- C. Project Understanding
Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
- D. Similar Projects
List a minimum of 3 projects of similar scope and service.
- E. References
List a minimum of 3 references related to similar work.
- F. Project Schedule/Timeline
Show a detailed timeline of your plan to bring this project to successful completion.
- G. Fee Schedule
List a lump sum fee for each component of the project. Please use Fee Schedule worksheet provided in Appendix.

IX. DELIVERY

The deliverables for this project shall include the following:

- A. One Wayfinding Master Plan. The final plan shall be submitted to the City by digital file in PDF Format along with three (3) hard copies.
- B. One conceptual design for each identified Pedestrian Node location. Each conceptual design shall include a full color 2D and 3D rendering for each site. The designs shall be submitted to the City by digital file in PDF format along with three (3) hard copies.

X. ADDITIONAL INFORMATION/ATTACHMENTS

- A. Sample Consultant Agreement – A sample consultant agreement the City uses can be found in the appendix of this RFP.
- B. Interviews - Finalists may be requested to participate in an interview for this RFP. The City reserves the right to select a consultant based on proposals alone.
- C. Evaluation Criteria – The City shall evaluate proposals based on but not limited to the following criteria; ability of consultant to follow directions of the RFP, experience and proven success in similar projects, fee, demonstrated ability to have the resources and experience to produce the projects in a timely and successful manner, method and approach of completing project, proposed timeline and schedule.
- D. Additional Resources
 - 1. City of De Pere Website: <https://www.de-pere.org/>
 - 2. Comprehensive Plan, Downtown Master Plan, Cultural District Plan, and Historic Neighborhood Preservation Plan: <https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>
 - 3. De Pere Chamber of Commerce: <http://deperechamber.org/>
 - 4. Definitely De Pere: <https://definitelydepere.org/>

Appendix

A-1

(Fee Schedule)

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee
Wayfinding Master Plan and Pedestrian Node Design	
Wayfinding Master Plan	\$
Pedestrian Node Design	\$
Total Fee	\$

Please list any items not listed in the scope of services, and the fees/costs associated with those items.

Item	Cost

A-2

(Sample Consultant Agreement)

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

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

Page 3 of 7

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

H:\azills\Agreements\Consultant Agreement Template11-25-19.docx

PREPARED FOR
DE PERE



DOWNTOWN WAYFINDING



MASTER PLAN AND
PEDESTRIAN NODE DESIGN

FEBRUARY 2020

PREPARED BY

Kimley»Horn



FEBRUARY 7, 2020

A. EXECUTIVE SUMMARY

MARTY J. KOSOBUCKI

De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

KIMLEY-HORN

1001 Warrenville Rd
Suite #350
Lisle, IL 60532



RE: DOWNTOWN WAYFINDING MASTER PLAN AND PEDESTRIAN NODE DESIGN

Dear Mr. Marty Kosobucki and Members of the Selection Committee:

The City of De Pere is seeking a consultant team to develop a Wayfinding Master Plan for downtown De Pere as well as prepare conceptual plans for pedestrian nodes along the Fox River Trail. Kimley-Horn understands that this project will continue De Pere's trajectory of enhancing the character and furthering the success of the downtown. The City needs a consultant team that is familiar with the City and its new brand, can create compelling and functional signage, and is well-versed in placemaking to successfully weave these projects into the fabric of the downtown. The Kimley-Horn team is the right partnership for the City and brings you the following benefits:



IN-DEPTH KNOWLEDGE OF THE CITY'S BRANDING. Our team of Kimley-Horn and sparc design, inc. (sparc) led the City's strategic vision and branding initiative (completed in 2018), developing the City's new logo, color palette, and typography. As the brand creators, no other consultant knows the City's branding as well as we do. Our team is best positioned to help the City with one of its first – and most important – major implementation of your brand.



BEST STEWARDS OF THE CITY'S BRANDING. Through our work on the branding initiative, you know that our team is well-versed in creating compelling designs that clearly communicate the city's character. Our signage will build off the new brand, increasing brand awareness and the City's identity and furthering the community's vision for De Pere.



CREATIVE PLACEMAKING. With over 21 years of experience as a landscape architect and planner, our project manager, Daniel Grove, has completed numerous projects, including signage, streetscape, parks, and plazas, that have taught him how to tap into the authentic character of a place and strengthen it. The City can trust that our team will find creative means to incorporate the pedestrian nodes' operational needs and enhance their experiential character.

We have truly enjoyed our previous time working with the City and are excited about the prospect of assisting the City of De Pere on this project. With Kimley-Horn, you can expect more and will experience better. Please do not hesitate to contact me at 630.487.3415 or daniel.grove@kimley-horn.com with any questions.

Sincerely,
Kimley-Horn and Associates, Inc.

Daniel Grove, PLA, AICP, LEED AP
Project Manager

Kimley»Horn



B. CONSULTANT BACKGROUND AND INFORMATION

KIMLEY-HORN AND ASSOCIATES, INC.

1001 Warrenville Road

Suite 350

Lisle, IL 60532

Kimley»Horn

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Kimley-Horn is a planning and engineering consulting firm composed of 4,100+ civil engineers, landscape architects, roadway designers, environmental engineers, planners, and other talented design professionals. With 95 offices across the country, we have successfully completed numerous public enhancement projects for federal, state, regional, and local government clients. Since 1967, Kimley-Horn has delivered outcomes you can depend on—projects that can be successfully developed, permitted, and built on time and within budget.

Combining national experience with a local sensibility, Kimley-Horn's landscape architecture/land planning professionals provide comprehensive solutions to the planning and design of public and urban projects—with an emphasis on the people who will be most affected by the project. We bring a high level of thoughtfulness, design, and commitment to meet and exceed the goals of our clients. We approach each project with your vision in mind, resulting in an implementable project that can be delivered on time and within budget.

Our two Chicagoland offices are staffed with professionals who have worked extensively throughout the Midwest. To underscore our commitment to our clients' success, Kimley-Horn's staff functions as one unified office, giving our project teams the ability to draw upon specialists and resources across the firm—including 150 personnel specializing in landscape architecture.

MASTER PLAN AND PEDESTRIAN NODE DESIGN



SPARC DESIGN, INC.
824 Humbolt Avenue
Winnetka, IL 60093

sparc

sparc is a collaborative of branding and graphic design professionals with deep and varied experience. We bring our clients the expertise in each of the disciplines necessary to create, implement, and extend a community brand that is engaging, memorable, and applicable across all the varied uses required for a municipality and — perhaps most important — engenders pride among residents, business owners, investors, and visitors.

KEY STAFF AND RELEVANT EXPERIENCE

The Kimley-Horn project team is detailed on the following pages. Our team is made up of designers and landscape architects with the experience and availability to successfully complete the Downtown Wayfinding Master Plan and Pedestrian Node Design for the City of De Pere.

Kimley-Horn does not simply throw resources on a project depending on who is available. We are very deliberate in which projects we pursue, where our expertise is, and assigning the right people to the right tasks. Resumes for our key staff can be found on the following pages.



**DANIEL GROVE,
PLA, AICP, LEED AP**

**PROJECT MANAGER
AND WAYFINDING
PLAN LEAD**

Daniel has **21 years** of landscape architecture and planning experience and has worked on a variety of projects centered on placemaking, identity and wayfinding, streetscape, parks, plazas, and downtown master plans. His experience with such a diverse range of projects has helped inform and enrich his approach, taking the knowledge gained from previous undertakings and applying them to new contexts. Additionally, Daniel's organizational skills help him balance design goals with stakeholder expectations, quality control, and funding. Daniel strives to create projects for public entities that are memorable, enhance economic development, create a sense of pride, and improve the quality of life for residents. Daniel is excited to bring the depth of his experience to bear on the De Pere Downtown Wayfinding Master Plan and Pedestrian Node Design.

Daniel was part of the sparc/Kimley-Horn team assisting the City of DePere in developing the strategic vision and brand. Daniel developed the community workshops and led the strategic vision portion of the project.

Daniel has participated in the following signage projects:

- Village of Bourbonnais, IL
- Great Lakes Center for the Arts, Bay Harbor, MI
- Village of Mundelein, IL
- City of Manitowoc, WI
- Town of Springdale, UT
- Gwinnett County, GA

Prior to joining Kimley-Horn, Daniel provided signage design for the following projects:

- Village of Niles, IL
- City of Ferndale, MI
- City of Des Plaines, IL
- Village of Oak Park, IL
- Illinois Medical District, Chicago, IL
- City of Berwyn, IL
- Village of Grayslake, IL
- Village of Downers Grove, IL
- Village of Wood Dale, IL
- Village of Winnetka, IL

- Northalsted Business Association, Chicago, IL
- West Suburban Hospital, Oak Park, IL
- Village of Homewood, IL

Additionally, Daniel has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Uptown District Streetscape Master Plan, Kenosha, WI
- Veteran's Triangle Master Plan, Mundelein, IL
- Lake Park Master Plan, Mundelein, IL
- Courtland Park Master Plan, Mundelein, IL
- Marion Street Streetscape, Oak Park, IL*
- Pleasant District Streetscape, Oak Park, IL*
- Roosevelt Road Streetscape, Berwyn, Cicero, and Oak Park, IL*
- Downtown Streetscape Master Plan, Des Plaines, IL*
- Metropolitan Square Plaza, Des Plaines, IL*

*Completed prior to joining Kimley-Horn

MASTER PLAN AND PEDESTRIAN NODE DESIGN



**RICHARD CASSIS,
AIGA, SEGD (SPARC)**

**BRAND CONSULTANT
& GRAPHIC DESIGNER**

Richard founded sparc in 1991 and has transformed his 30-year career in parallel with the changing business of graphic design. He not only works on print and digital collateral as natural touch points of the brands sparc creates, but he has also led the team on multi-disciplinary work including: wayfinding and interpretive signage programs, civic branding with community engagement and strategic visioning and planning, and environmental graphic systems and installations.

Richard provided branding design for the following projects:

- **City of De Pere, WI** — Strategic Visioning, Branding, Implementation Planning, City Flag, and Communications Collateral
- **City of St. Cloud, MN** — Placemaking Master Plan, City Branding, City Flag, Placemaking Brand Touch Points, and Communications Collateral
- **City of Batavia, IL** — Brand and Identity Development
- **Village of Mount Prospect, IL** — Brand and Identity Development, Marketing Collateral Concepts
- **Village of Justice, IL** — Brand and Identity Concepts
- **City of Elgin, IL** — Community Engagement, Research, and Brand Assessment
- **Calumet Crescent, IL & IN** — Community Engagement, Research, and Brand Assessment
- **Northalsted Business Alliance, Chicago, IL** — Community Engagement, Research, Brand Development and Implementation Plan.

Additionally, Richard provided signage design for the following projects:

- **City of De Pere, WI** — Brand Launch Banners and Displays
- **City of St. Cloud, MN** — City 1.5 Million Gallon Water Tower and Gateway, Digital and Printed Street Banners, Hydro-Electric Plant Interpretive and Kinetic Kiosk, Brand Wrapped City Utility Boxes
- **City of Manitowoc, WI** — Downtown Wayfinding Signage
- **Great Lakes Center for the Arts, Bay Harbor, MI** — Donor Wall, Naming Opportunities, Wayfinding, Directional and Interpretive Signage
- **MedQuarter Medical District, Cedar Rapids, IA** — District-wide Wayfinding and Interpretive Signage Concepts
- **City of Farmington, MN** — City 1.5 Million Gallon Water Tower and Gateway
- **Village of Mount Prospect, IL** — Downtown Signage Concepts
- **Village of Justice, IL** — Downtown Signage Concepts
- **Calumet Crescent, IL & IN** — Wayfinding, Interpretive and On-Demand/Smart Signage Concepts



**KEITH E. DEMCHINSKI,
PLA, LEED AP**

**PEDESTRIAN NODE
DESIGN LEAD**

Keith has **20 years** of experience in several facets of the development process that include community planning, parks planning, comprehensive master planning, design guidelines and streetscape plans, feasibility analysis, and urban design. Keith's landscape architectural and land planning experience has led to the project management and successful implementation of several parks, downtown streetscapes, commercial, and high-density residential projects throughout the Midwest region.



AMANDA FOLTA

**LANDSCAPE
ANALYST**

Within Amanda's **5 years** of experience, she has worked on a wide range of landscape architecture projects, including higher education, K-12 education, municipal, residential, sports, waterfront marinas/parks/development, community planning, parks planning, and historic preservation. Amanda has provided production support on a range of tasks, from project inception and concept development through to implementation, and has worked on signage projects for Mundelein and Bourbonnais, IL.

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Keith has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Memorial Park Master Plan, Wheaton, IL
- Geneva Commons Median Park, Geneva, IL
- Village of Orland Park, Jefferson Avenue Streetscape, Orland Park, IL
- Village of Orland Park, LaGrange Road, Orland Park, IL
- Ackerman Park Improvements, Glen Ellyn, IL
- Walnut Glen Park, Glen Ellyn, IL
- Fox Valley Plaza and Open Space, Aurora, IL
- Hawthorne Plaza and Open Space, Vernon Hills, IL
- Jefferson Avenue, Orland Park, IL*
- Dunbar Park, Chicago, IL*
- Kevin Hertz Memorial Park, Orland Park, IL*

*Completed prior to joining Kimley-Horn

Amanda was part of the sparc/Kimley-Horn team, assisting the City of De Pere in developing the strategic vision and brand.

In her time with Kimley-Horn, Amanda has participated in the following signage projects:

- Village of Bourbonnais, IL
- Village of Mundelein, IL

Additionally, Amanda has completed a range of streetscape, plaza, and parks and open space projects that are relevant to the Pedestrian Node Design:

- Comprehensive Plan Update, Mundelein, IL
- Jefferson Avenue Streetscape, Orland Park, IL
- LaGrange Road, Orland Park, IL
- Memorial Park Master Plan, Wheaton, IL



C. PROJECT UNDERSTANDING

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As a city, De Pere continues to grow and evolve. Because De Pere has seen positive momentum around development in recent years, the City is proactively guiding the future of De Pere through a series of planning and design efforts. One of these efforts included Kimley-Horn assisting the City with the development of a new strategic vision, one that helps guide the City's priorities and plans for future development. In concurrence with the development of the strategic vision, sparc design, inc. helped the City in creating a new city-wide brand. This established materials, including a new logo, that encapsulate how De Pere wants to present itself to others. The City also devised a Cultural Master Plan to guide the development and enhancement of cultural features and institutions in downtown De Pere, including the planned Mulva Cultural Center.



DOWNTOWN WAYFINDING

As the downtown continues to develop and mature, the City of De Pere wants to help appropriately welcome and guide visitors to all of the amenities and features present in downtown, especially those for pedestrians and bicyclists. To accomplish this, the City is seeking consultants to help prepare a Downtown Wayfinding Master Plan.

To the Kimley-Horn team, the success of this project centers around the idea of welcoming and orienting visitors to the city's ***Downtown De Pere Adventure***. This adventure may start in one of several ways:

- Visitors may arrive in the east or west side of the downtown;
- They may arrive by car or by bicycle;
- They may arrive on the Fox River Trail;
- They may already know what/where their end destination is; or
- They may not know where to begin.

Regardless of how they arrive, the goal is to orient visitors to a node, a jumping off point for their adventure. These nodes should be centrally-located, pedestrian-friendly spaces with access to public parking. Some examples include locations such as the art alley connecting the public parking lot to Main Street on the west side of the river and the space on the west side of Broadway at the intersection with George Street. These are locations that can be enhanced with pedestrian amenities, welcome visitors to De Pere, and orient them to key destinations.

This approach ties the two pieces of the request for proposals together: the Wayfinding Master Plan and the pedestrian nodes on the Fox River Trail. Our team will gracefully weave these two elements together so that they are cohesive in design and function and support common goals.



Kimley-Horn and sparc assisted the City of Manitowoc with the design of directional signs in the downtown.

We will use a process we have developed and refined through work with numerous other communities in the Midwest. This process will assist the City by analyzing the downtown transportation network and travel patterns to unlock the hidden logic of the downtown and identify the best locations for a family of signs, including nodes and directional signs. We will build a Wayfinding Master Plan that positions these signs to guide both residents and visitors to key locations. And finally, we will develop and refine concepts for the family of directional signs and welcoming nodes that can be competitively bid and implemented by the City of De Pere. The end product, the Wayfinding Master Plan, will include a set of Design Intent Drawings that provide appropriate detail for the City to seek competitive bids for signage fabrication in the future.

MASTER PLAN AND PEDESTRIAN NODE DESIGN



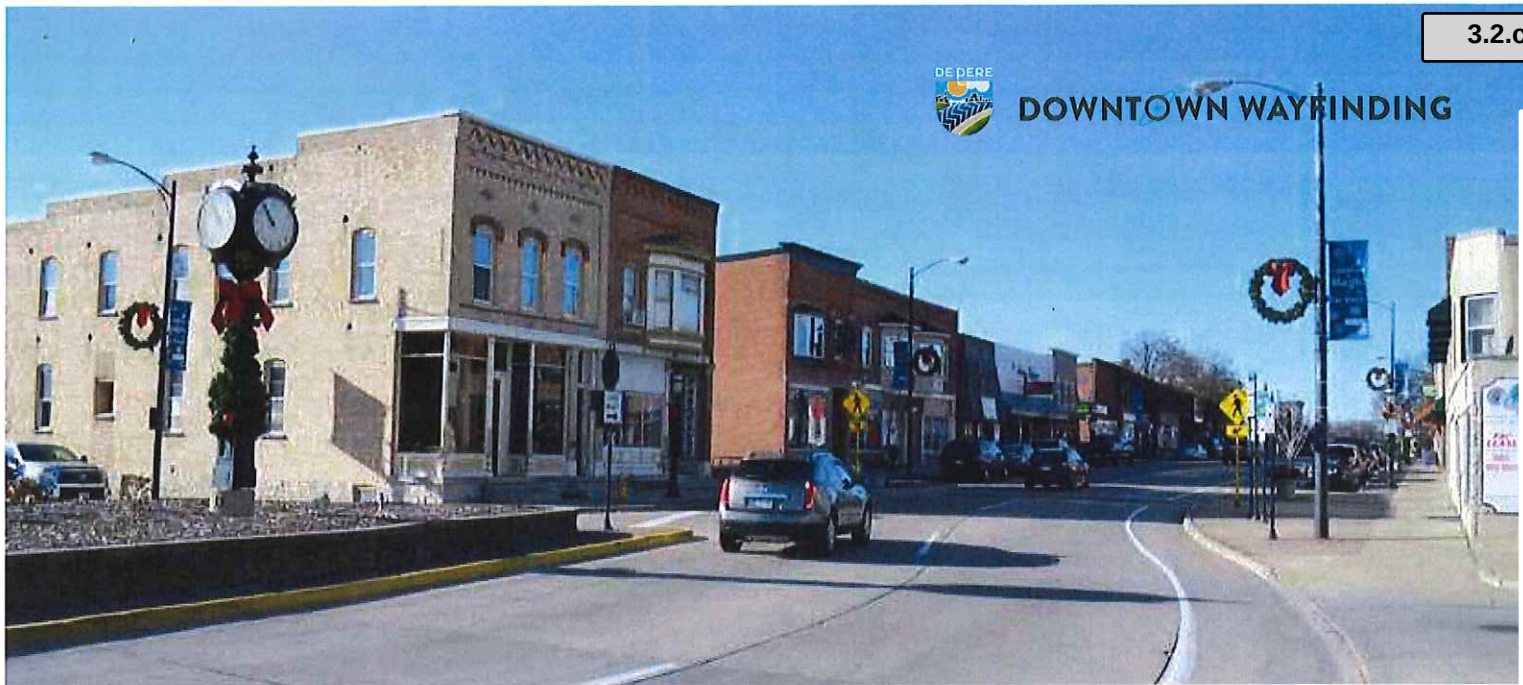
The Kimley-Horn team will use the following process to successfully prepare the Wayfinding Master Plan and Pedestrian Node Plans for the City of De Pere:

1. Preliminary Analysis

- a. Conduct an initial conference call with staff to:
 - i. Introduce the team members
 - ii. Review and confirm the project goals and objectives
 - iii. Coordinate collection of materials
 - iv. Discuss initial challenges and opportunities
 - v. Discuss role of MUTCD and WisDOT in the development of signs
 - vi. Establish what future role(s) Public Works will want to have in the fabrication, installation, and maintenance of the signs
 - vii. Discuss trail nodes partnerships and sponsorships
 - viii. Confirm the timeline and key milestones
- b. Review and synthesize relevant reports and information.
- c. Conduct preliminary wayfinding analysis from available data, including:
 - i. Key destinations and activity generators in the downtown
 - ii. Collector and arterial roadways, including average daily traffic, locations of one-way roads, and type of signalization or traffic controls
- iii. Trails, bike routes, gaps in the sidewalk network, and any potential barriers to pedestrian or bicycle traffic
- iv. Potential or likely locations for wayfinding signage and pedestrian nodes
- v. Character generating elements
- vi. Viewsheds around trail pedestrian nodes
- d. Prepare draft materials for review and discussion with staff.
 - i. Preliminary Wayfinding Plan
 - Evaluation of travel paths to key locations
 - Decision flowcharts for motorists, bicyclists, and pedestrians
 - ii. Recommended wayfinding family, defining the type and parameters of the necessary signs
 - iii. Visual preference images of wayfinding signs
 - iv. Visual preference images of pedestrian nodes



DOWNTOWN WAYFINDING



2. Immersion Visit

- a. Conduct walking tour(s) with staff or key project partners of both the east and west downtown areas (Day 1).
 - i. View and discuss existing conditions
 - ii. Discuss common travel routes and operations
 - iii. Review potential signage locations
 - iv. Evaluate the pedestrian experience
 - v. Review the trail pedestrian nodes
- b. Conduct additional site visits and analysis to document current conditions (Day 1).
- c. Conduct a working meeting (Day 2) with City staff to:
 - i. Review conclusions generated from field work and walking tours
 - ii. Confirm the components of the wayfinding family
 - iii. Review the visual preference images for both wayfinding signs and pedestrian nodes
 - iv. Begin conceptualizing character and design elements desired for both the wayfinding signs and pedestrian nodes

3. Preliminary Design

- a. Prepare a refined Wayfinding Plan, including:
 - i. Routes for pedestrian, bicycle, and automotive traffic
 - ii. Key destinations and activity generators
 - iii. Locations of public parking
 - iv. Decision points
- b. Develop three design concepts for the wayfinding family, including:
 - i. A hierarchy of signs
 - ii. General sizes and shapes
 - iii. Types of materials and finishes
 - iv. Colors
 - v. Font styles, sizes, and weights
 - vi. Typical placement and mounting
- c. Develop three design concepts for the pedestrian nodes, including:
 - i. Role and type of signage such as interpretive and directional elements
 - ii. Hardscape and landscape treatment
 - iii. Lighting
 - iv. Public art
 - v. Site furnishings (benches, trash receptacles, bike racks, etc.)

MASTER PLAN AND PEDESTRIAN NODE DESIGN

- d. Prepare supporting 2D and 3D graphics for wayfinding signs and pedestrian nodes to communicate the design concepts.
- e. Prepare an estimate of probable construction costs (EOPCC) for the signs and nodes concepts.

4. Review Visit

- a. Conduct an in-person meeting with City staff to review the wayfinding plan, wayfinding design concepts, pedestrian nodes concepts, and supporting graphics.
- b. Discuss potential costs and phasing.

5. Design Refinement

- a. Based on the input collected from staff, create designs for a preferred wayfinding sign family and a preferred pedestrian node design.
- b. Provide preferred designs to staff as PDF exhibits.
- c. Conduct a conference call with staff to review the concepts and collect final input.

6. Final Design

- a. Prepare a Wayfinding Master Plan for Downtown De Pere.

i. Master Plan to include:

- A wayfinding plan establishing a network of signs, their locations, and relationships to each other
 - Design Intent Drawings for each sign type, identifying:
 - Dimensions
 - Materials
 - Colors
 - Font styles, sizes, and weights
 - Guidance on connections and fabrication approach
 - Lighting and electrical recommendations
 - A schedule of sign information per sign location
 - Location maps identifying placement of each sign
- b. Prepare and submit final 2d and 3d plans and renderings for the preferred pedestrian node design.
 - c. Present the Wayfinding Master Plan to the Board of Public Works. Make one round of revisions to the document following the meeting if necessary.
 - d. Present the Wayfinding Master Plan to City Council. Make one round of revisions to the document following the meeting if necessary.



AREA MAP



**Downtown
node**



**Pedestrian
trail node**



**Access
route**



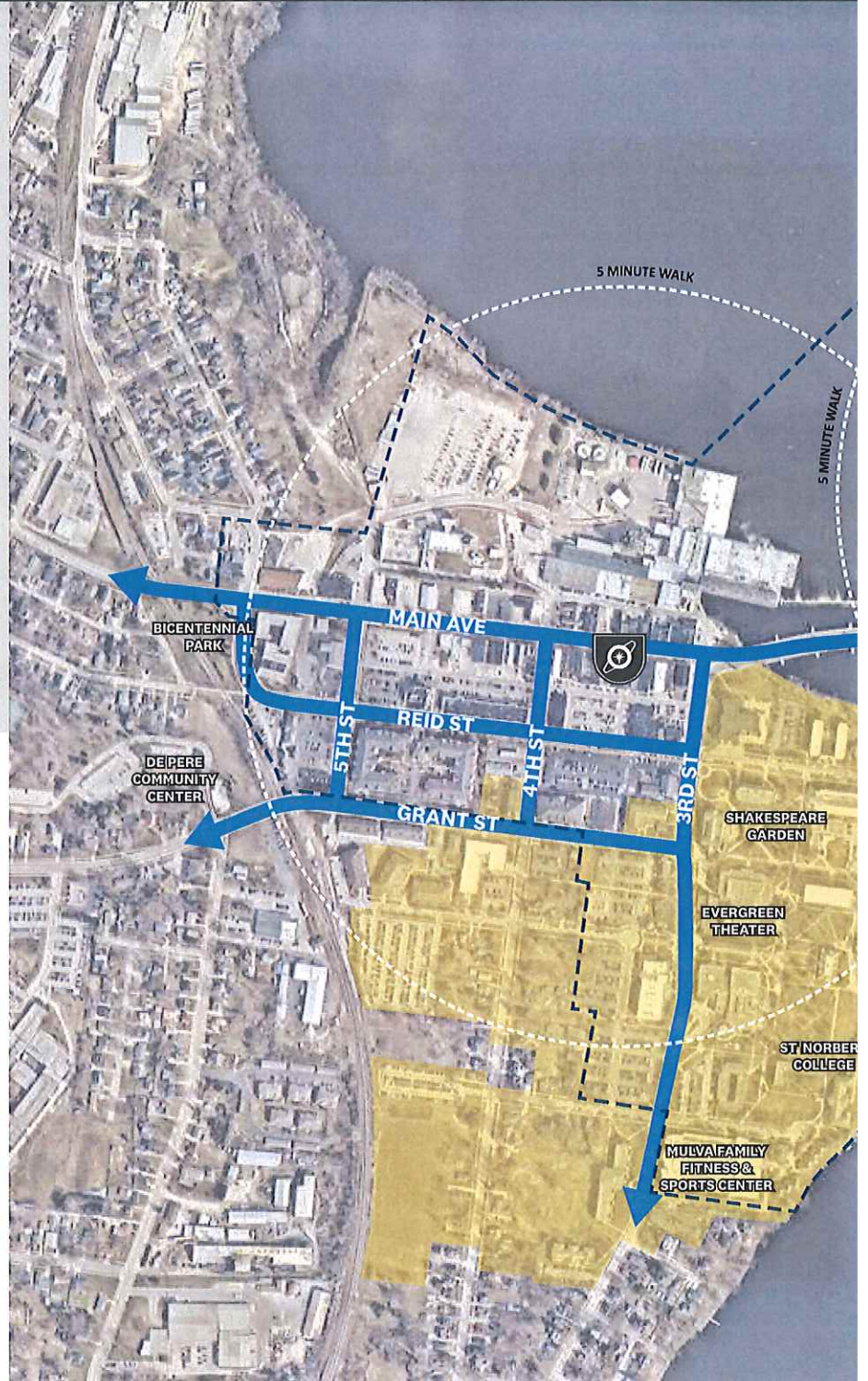
Bike Trail



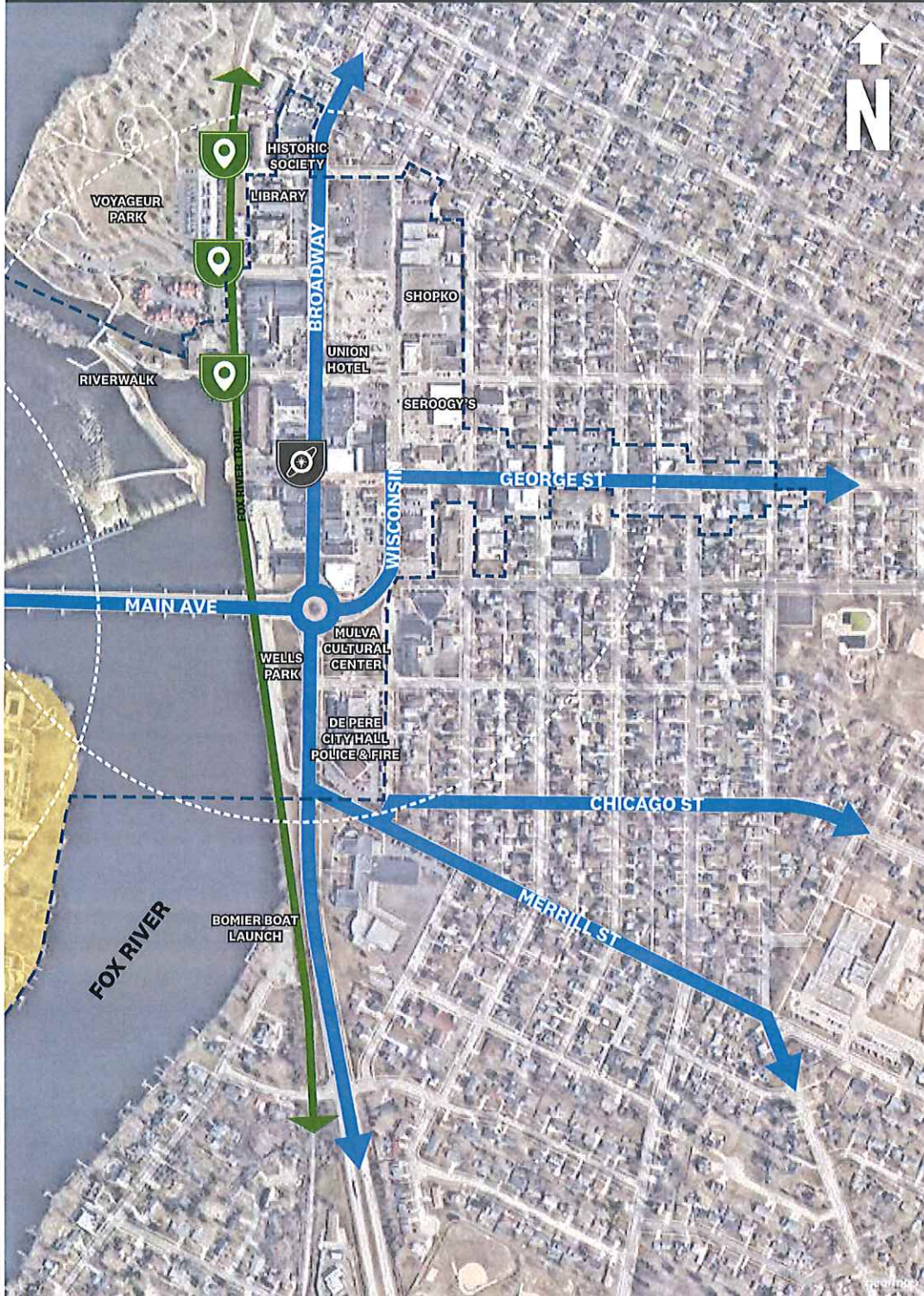
**Downtown
limits**



**.25 mile
radius**



MASTER PLAN AND PEDESTRIAN NODE DESIGN



13



DOWNTOWN WAYFINDING

14



LPPL55001.20

Kimley»Horn

MASTER PLAN AND PEDESTRIAN NODE DESIGN

D. SIMILAR PROJECTS

Our team's projects of similar size and scope are detailed on the following pages.



STRATEGIC VISIONING/BRANDING INITIATIVE

DE PERE, WI

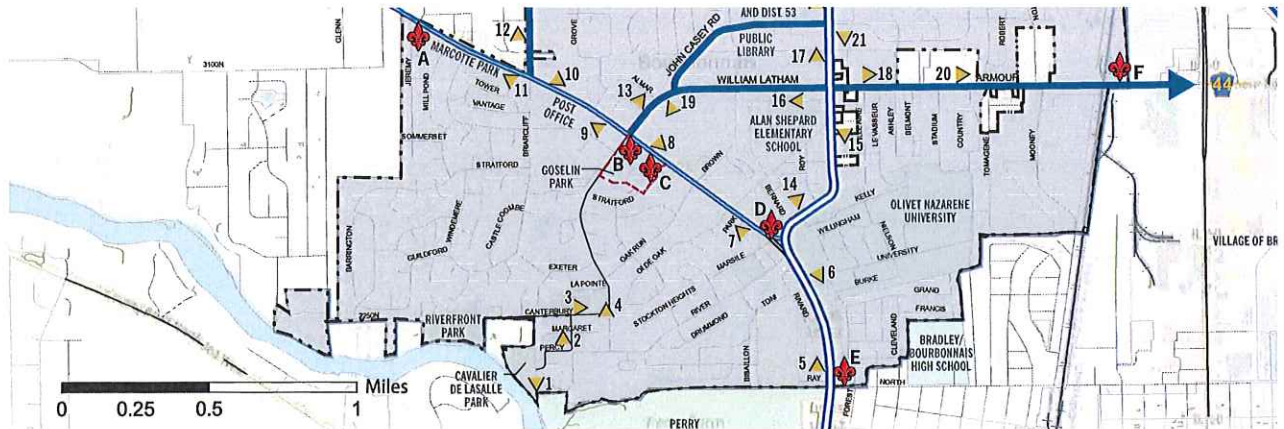
Beginning in the Fall of 2017, the City of De Pere, Wisconsin engaged the sparc and Kimley-Horn team to conduct a planning process around the Strategic Vision Plan. The goal of their process was to guide future decision making via a defined vision and mission for the City. This resulting vision and mission reflect the character of the community, the values of the residents and workers of De Pere, and the aspirational goal for their collective future. The Vision Statement sets this goal, toward which the community desires to move, while the Mission Statement defines how the City will achieve that Vision. A series of milestones and strategies support the Vision and Mission Statements, providing more detail and guidance to enable its realization. Complementary to the Strategic Vision, the team created the new City brand, including the brand standards program, and assisted the City in the implementation of those standards.



WAYFINDING SIGNAGE PROGRAM

BOURBONNAIS, IL

The Kimley-Horn team completed an overall wayfinding signage program for the Village of Bourbonnais. This program includes several scales of gateway signs and monuments and varying levels for directional signs. The overall character builds on the new Bourbonnais brand as well as the French-Canadian history of the community. The sign family is designed with two variations, one that responds to the historic downtown and Olivet Nazarene University and the other to the more corporate character of their business park and medical campus. The Master Plan identified three-phases of implementation. The first phase was completed in 2019, and Kimley-Horn is currently helping the Village in collecting and evaluating competitive bids for the second phase.



MASTER PLAN AND PEDESTRIAN NODE DESIGN

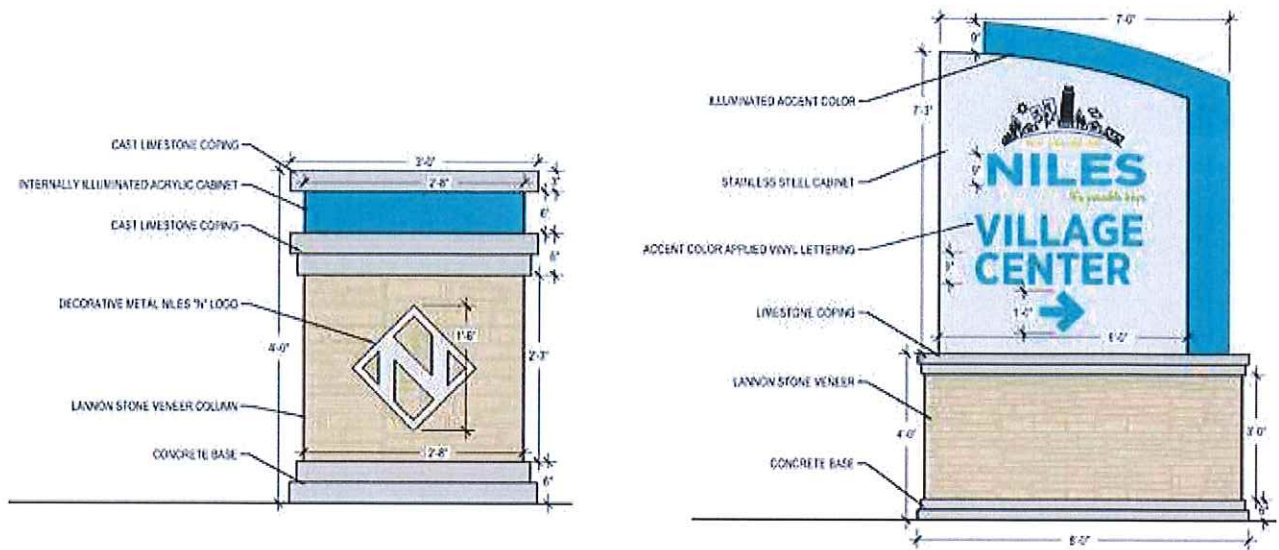


COMMUNITY GATEWAY MONUMENTS

MUNDELEIN, IL

Kimley-Horn developed designs and plans for a series of eight Village monuments and a police station sign for the Village of Mundelein. These designs built off the recently completed Village brand and worked to position the Village apart from the neighboring communities. Mundelein wanted to highlight its progressive and business-friendly character, and so more contemporary shapes and materials were selected. The first two phases of installation have been completed and the community has responded favorably to the new signs.





WAYFINDING AND SIGNAGE MASTER PLAN

NILES, IL

Daniel led the design team in preparing a Wayfinding and Signage Master Plan for the entire Village. The process built upon the recently developed Village brand as a way of increasing brand awareness and overall Village identity. Several major roadways traverse the Village, including Milwaukee Avenue, Golf Road, and Dempster Street, making it critically important to welcome motorists into the Village and begin to further establish the Village's character through these entry gateways and directional signs. A range of sign concepts were prepared. The final preferred design moved forward to detailed drawings to be used to bid multiple phases of implementation. In 2019, Daniel and the Kimley-Horn team assisted the Village with detailed signage and streetscape plans for the Howard Street corridor.

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MASTER PLAN AND PEDESTRIAN NODE DESIGN



WAYFINDING AND SIGNAGE MASTER PLAN *

FERNDALE, MI

Prior to joining Kimley-Horn, Daniel led the design team in developing a comprehensive wayfinding and identity signage family for the City and implementing a first phase of signs within the downtown. The process focused significantly on the cultural heritage of the downtown and included "Ferndale Fun Facts" and other interpretive signage related to key locations. Daniel worked with the team to research the history of the city and review historic photos. The preferred design theme was inspired in form and character by the marquee of the Radio City Theater that had been located downtown. Signs were designed for specific audiences, including motorists, bicyclists, and pedestrians. Pedestrian kiosks included a "Five Minute Walking Map" to highlight the ease of access for destinations in the downtown.

*Completed prior to joining Kimley-Horn

19





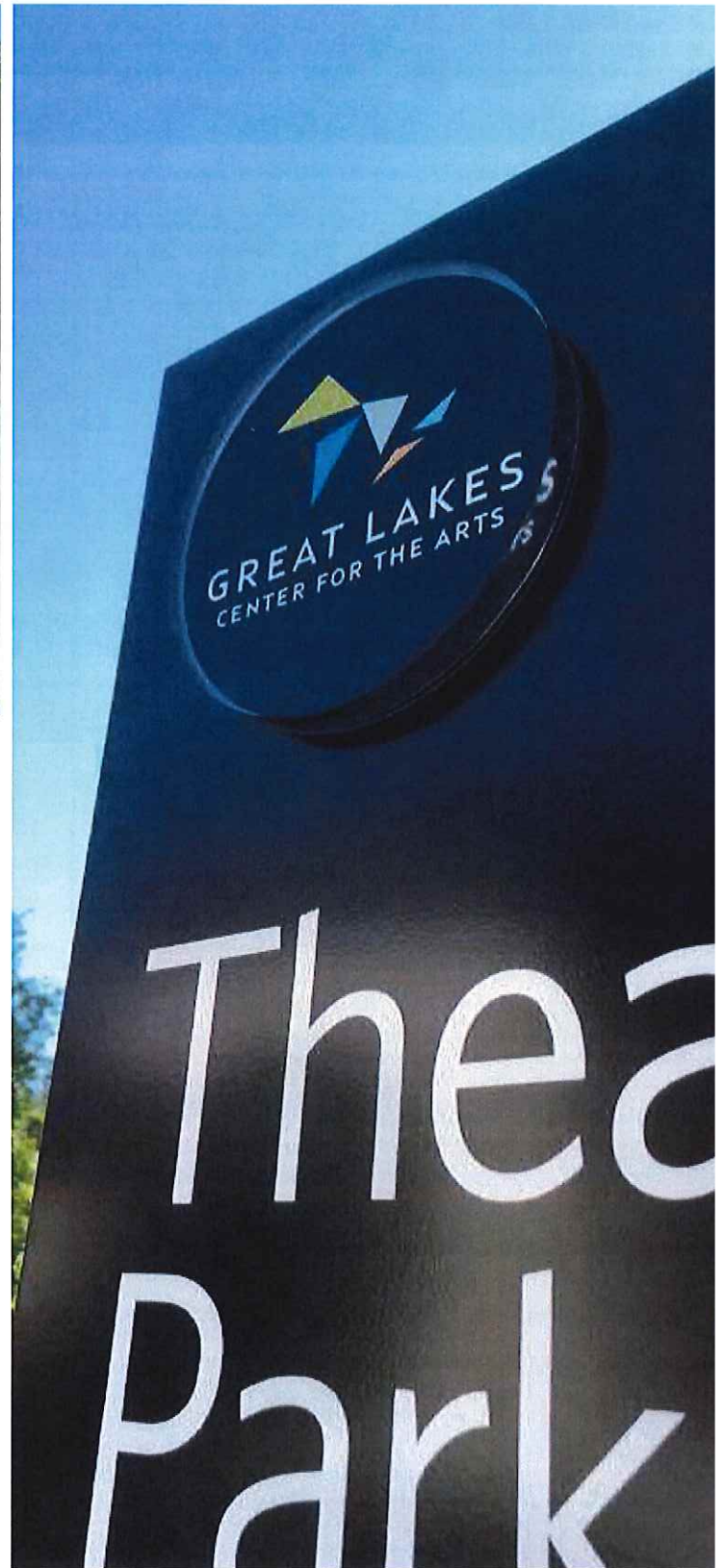
GREAT LAKES CENTER FOR THE ARTS SIGNAGE

BAY HARBOR, MI

20

From the featured donor wall to hard-working backstage signage, sparc and Kimley-Horn equipped the brand new state-of-the-art Great Lakes Center for the Arts building and grounds, which opened July 2018 in Bay Harbor, Michigan, with a **comprehensive signage system** — taking cues from the Center's architectural elements, the local charm of Northern Michigan and its people, the region's natural characteristics, plus the existing identity's geometric representation of the five Great Lakes.

A design theme of undulating waves, triangles, and circles, along with materials echoing tumbled beach glass and aged copper, were used for the signage system, including the exterior approach and parking lot sign system to the named interior spaces.



Attachment: Kimley Horn (9644 : Consideration and possible action on Consultant Agreement for DT Wayfinding MP and Ped Node Design)

MASTER PLAN AND PEDESTRIAN NODE DESIGN

MARION STREET STREETScape*

OAK PARK, IL

Daniel led the design team in developing plans to revitalize the deteriorated pedestrian mall in the center of Historic Downtown Oak Park by opening it up as a pedestrian friendly street with significant amenities. The streetscape design included flexible outdoor gathering spaces, natural stone and brick street/sidewalk paving, custom site furnishings, a central water feature, new plantings, and custom lighting. The project has been integral to creating an active and vibrant commercial district and has spurred reductions in vacancies, investments in private properties, and other economic development activities within the area. The project received awards from the American Society of Landscape Architects Illinois Chapter, American Planning Association Illinois Chapter, Congress of New Urbanism Illinois Chapter, and the Brick Industry Association.

*Completed prior to joining Kimley-Horn





E. REFERENCES



CITY OF DE PERE

Kim Flom

Assistant City Manager, Formerly Development
Services Director in De Pere
222 N. Tennessee St., McKinney, TX 75069
PHONE: 972.547.7500



VILLAGE OF BOURBONNAIS

Laurie Cyr

Assistant Village Administrator
600 Main St. NW, Bourbonnais, IL 60914
PHONE: 815.937.3570



VILLAGE OF MUNDELEIN

Amanda Orenchuk, AICP

Director Community Development
300 Plaza Circle, Mundelein, IL 60060
PHONE: 847.949.3252



FERNDALE

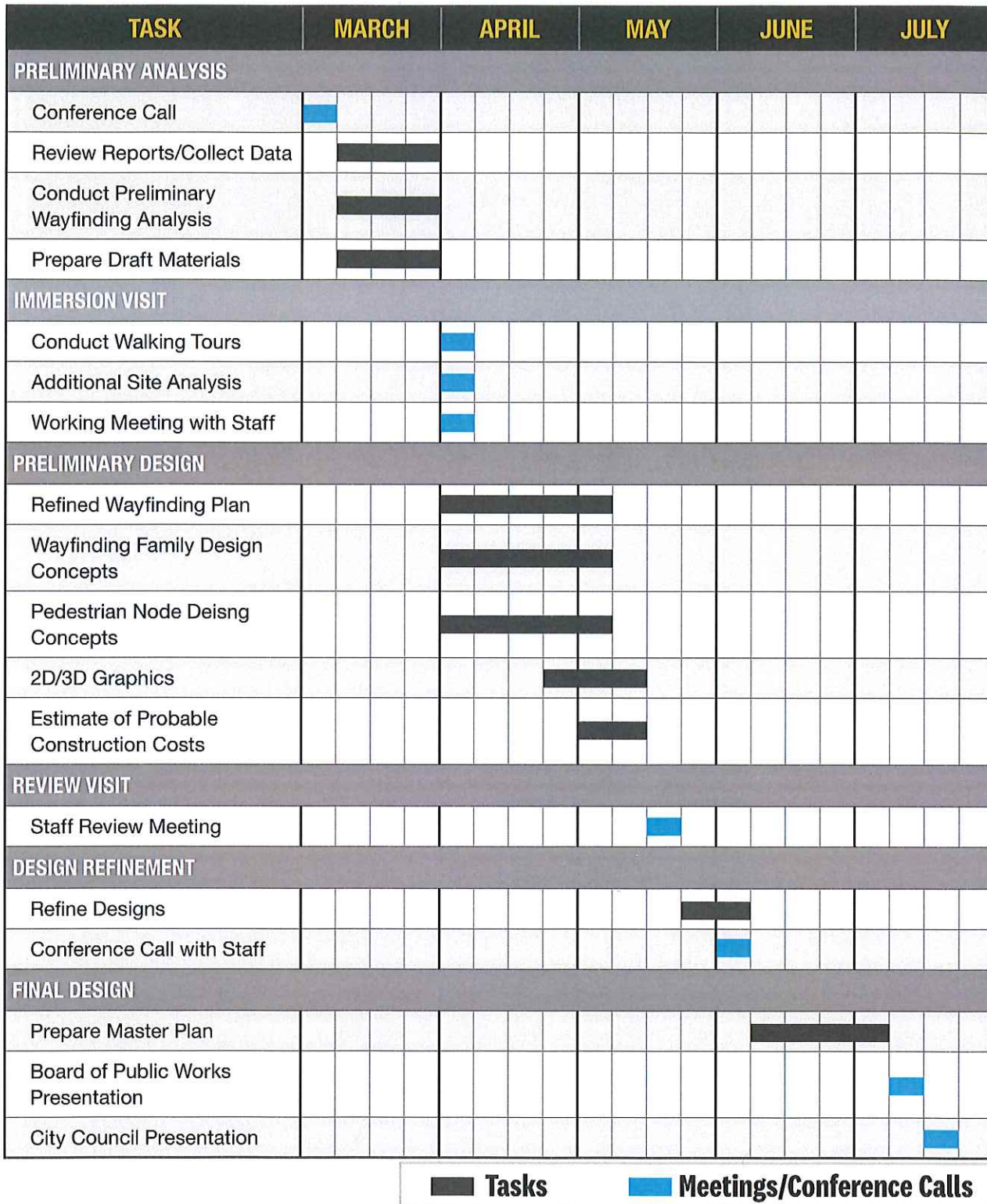
CITY OF FERNDAL

Cristina Sheppard-Decius

Executive Director of the DDDA, Formerly Executive
Director of Ferndale DDA
16901 Michigan Avenue, Dearborn, MI 48126
PHONE: 313.943.3088

MASTER PLAN AND PEDESTRIAN NODE DESIGN

F. PROJECT SCHEDULE/TIMELINE





G. FEE SCHEDULE

A-1

(Fee Schedule)

Proposed Fee Schedule

Company Name: Kimley-Horn & Associates, Inc.Company Address: 1001 Warrenville Road, Suite 350, Lisle, IL 60532

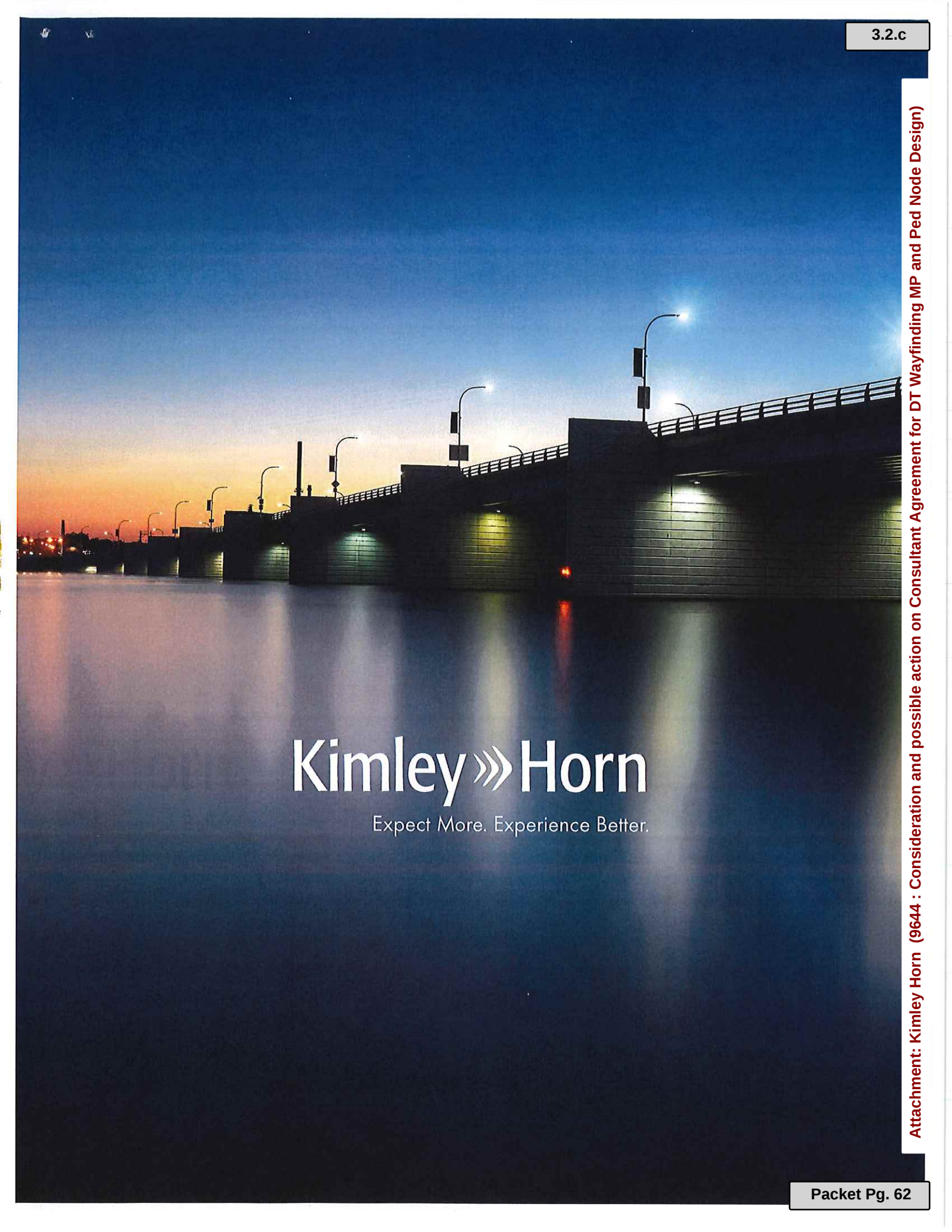
Company Address: _____

Company Representative: Daniel GroveSignature: 

Item	Fee
Wayfinding Master Plan and Pedestrian Node Design	
Wayfinding Master Plan	\$ 26,200
Pedestrian Node Design	\$ 12,400
Total Fee	\$ 38,600

Please list any items not listed in the scope of services, and the fees/costs associated with those items.

Item	Cost
Travel Expenses	\$800
Misc Expenses	\$200

A photograph of a long bridge spanning a body of water at dusk. The sky is a deep blue with a hint of orange from the setting sun. The bridge has multiple spans with concrete piers. Streetlights are visible along the bridge, and their light reflects on the calm water surface. The overall mood is serene and modern.

Kimley»»Horn

Expect More. Experience Better.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-07 Curb Repair and Street Resurfacing*

ATTACHMENTS:

- 2020 0608 CI_BOPW Award 20-07 (PDF)
- 2020 0604 Project 20-07 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 8, 2020

RE: **Consideration and possible action on award of Contract 20-07 Curb Repair and Street Resurfacing***

The Engineering Department received bids on Project 20-07 Curb Repair and Street Resurfacing on June 4, 2020. This work includes spot storm relay, inlet repair and replacement, manhole adjustments and repair, spot curb and gutter replacement, asphaltic concrete pavement milling, pulverizing, asphaltic concrete paving, and asphaltic concrete pavement patching. This work also includes the asphaltic concrete surface paving of the following subdivisions developments:

- Honeysuckle Acres Fourth Addition
- Garritys Glen South
- Pine Trail Crossing

The bids received are as follows:

Contractor	Total Bid
MCC, Inc.	\$1,360,837.83
Northeast Asphalt, Inc.	\$1,434,694.75

Project costs came in higher than budgeted due to some additional asphalt binder work and curb and gutter repair on the resurfacing streets. Staff recommends awarding the contract to MCC, Inc. with several streets being eliminated from the program.

The allocated amount from the capital improvement budget is \$1,254,169. Funding will be \$301,419 from taxes and LRIP Grant, \$75,000 from general obligation debt, \$17,000 from the sewerage revenue fund, \$15,000 from the storm water utility fund, \$15,000 from the water utility fund, \$220,000 from the Parks Department capital improvement fund, and \$390,000 from TID 11. Additional funding will come from the new developments as follows:

- Honeysuckle Acres Fourth Addition \$56,000
- Garritys Glen South \$111,750
- Pine Trail Crossing \$68,000

Because of how funds are allocated through different departments and accounts, an additional \$220,000 would be required from general obligation debt to cover the shortfall if the Board opted to cover the shortfall and not eliminate any streets. This would increase taxes by \$25,000 for ten years.

Staff's recommendation is to accept the bid from MCC, Inc. in the amount of \$1,360,837.83.

Attachments:

2020 0604 Project 20-07 Bid Tab (PDF)



**PROJECT 20-07 CURB REPAIR AND STREET RESURFACING
BID TAB**

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	10-foot Spot Repair 10-inch Sanitary Sewer	EA	1	\$5,405.08	\$5,405.08	\$2,500.00	\$2,500.00
SS-02	10-foot Spot Repair 8-inch Sanitary Sewer	EA	1	\$6,062.38	\$6,062.38	\$2,250.00	\$2,250.00
STORM SEWER							
ST-01	Remove and Relay 18-inch PVC, RCP (Class III), or PP Storm Sewer	LF	50	\$81.41	\$4,070.50	\$60.00	\$3,000.00
ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	40	\$72.36	\$2,894.40	\$150.00	\$6,000.00
ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	125	\$72.36	\$9,045.00	\$60.00	\$7,500.00
ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	7	\$523.62	\$3,665.34	\$450.00	\$3,150.00
ST-05	Provide Type A Inlet	EA	1	\$1,914.59	\$1,914.59	\$1,500.00	\$1,500.00
ST-06	Remove and Replace Type B Inlet	EA	1	\$2,177.91	\$2,177.91	\$2,000.00	\$2,000.00
ST-07	Provide Type B Inlet	EA	1	\$2,177.91	\$2,177.91	\$1,500.00	\$1,500.00
ST-08	Core Drill Existing Structure	EA	1	\$517.59	\$517.59	\$150.00	\$150.00
ST-09	Connect to Existing Storm Sewer Pipe	EA	1	\$571.87	\$571.87	\$150.00	\$150.00
ST-10	10-foot Spot Repair 12-inch Storm Sewer	EA	3	\$2,823.15	\$8,469.45	\$2,500.00	\$7,500.00
ST-11	Repair Culvert Offset Joint (Red Maple Road)	EA	4	\$1,762.83	\$7,051.32	\$250.00	\$1,000.00
ST-12	Remove Existing Storm Sewer (Red Maple Road)	LF	110	\$42.21	\$4,643.10	\$41.00	\$4,510.00
STREET AND DRAINAGE							
SD-01	Provide Clearing and Grubbing (Red Maple Road)	LS	1	\$5,025.18	\$5,025.18	\$5,000.00	\$5,000.00
SD-02	Excavation Below Subgrade (Undistributed)	CY	20	\$32.80	\$656.00	\$25.00	\$500.00
SD-03	Provide 1-1/4 inch Crushed Aggregate Base Course	TON	100	\$16.40	\$1,640.00	\$16.00	\$1,600.00
SD-04	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) (Red Maple Road and Autohoe Road)	SY	11,000	\$0.48	\$5,280.00	\$0.90	\$9,900.00
SD-05	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove top 3-3/4 inches of Material (Salvage Material for Shouldering) (Red Maple Road at Viaduct)	SY	4,200	\$2.89	\$12,138.00	\$3.85	\$16,170.00
SD-06	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove top 3-3/4 inches of Material (Patriot Way)	SY	920	\$3.51	\$3,229.20	\$6.10	\$5,612.00
SD-07	Pulverize Asphaltic Concrete Pavement and Aggregate (8-inch Depth) and Remove Pulverized Material (Fox Point Boat Launch)	SY	2,350	\$4.81	\$11,303.50	\$5.05	\$11,867.50
SD-08	Mill Asphaltic Concrete Pavement 1-3/4 inches	SY	37,300	\$2.58	\$96,234.00	\$1.60	\$59,680.00
SD-09	Mill Asphaltic Concrete Pavement 3-3/4 inches (Overmill Areas)	SY	5,300	\$4.98	\$26,394.00	\$2.15	\$11,395.00
SD-10	Spot Wedge Mill Asphaltic Concrete Pavement at Reverse Curbs (Fox Point Boat Launch)	SY	1,000	\$3.47	\$3,470.00	\$11.15	\$11,150.00
SD-11	Spot Milling for Asphalt Surface (Pine Trail Crossing)	SY	200	\$5.17	\$1,034.00	\$38.20	\$7,640.00
SD-12	Crack Overmilling (Fox Point Boat Launch)	LF	2,600	\$2.89	\$7,514.00	\$1.50	\$3,900.00
SD-13	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 1-3/4 inch Upper Layer	TON	4,800	\$55.40	\$265,920.00	\$59.15	\$283,920.00
SD-14	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 2 inch Overlay or Upper Layer	TON	7,200	\$55.39	\$398,808.00	\$59.85	\$430,920.00
SD-15	Provide Asphaltic Concrete Pavement Type 4 LT 58-28S 3 inch Overlay or Upper Layer (Pine Trail Crossing Path)	TON	35	\$86.13	\$3,014.55	\$124.65	\$4,362.75
SD-16	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 2 inch Lower Layer	TON	910	\$51.82	\$47,156.20	\$93.10	\$84,721.00
SD-17	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 2-1/4 inch Lower Layer	TON	1,900	\$51.23	\$97,337.00	\$57.50	\$109,250.00
SD-18	Provide Asphaltic Concrete Pavement Type 3 LT 58-28S 3 inch Lower Layer (Red Maple at American)	TON	300	\$59.29	\$17,787.00	\$76.10	\$22,830.00
SD-19	Full Depth Asphalt Patch (Miscellaneous Locations)	SY	300	\$38.83	\$11,649.00	\$84.36	\$25,308.00
SD-20	Full Depth Asphalt Patch (Perkofski Boat Launch)	SY	660	\$25.15	\$16,599.00	\$23.10	\$15,246.00
SD-21	Full Depth Driveway Patch (Red Maple Road and Autohoe Road)	SY	250	\$28.89	\$7,222.50	\$14.50	\$3,625.00
SD-22	3/4 inch Gravel Shoulder	LF	610	\$3.67	\$2,238.70	\$2.45	\$1,494.50
SD-23	Salvaged Pulverized Material Shoulder (Red Maple Road and Autohoe Road)	LF	9,000	\$1.73	\$15,570.00	\$1.70	\$15,300.00
SD-24	Remove and Replace 6-inch Concrete Driveway	SY	100	\$63.32	\$6,332.00	\$63.00	\$6,300.00
SD-25	Drilled Tie Bars (Existing Sidewalk, Curb and Gutter)	EA	600	\$6.03	\$3,618.00	\$6.00	\$3,600.00
SD-26	Remove and Replace 24-inch Concrete Curb and Gutter	LF	3,200	\$37.19	\$119,008.00	\$39.00	\$124,800.00
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlet	EA	35	\$532.67	\$18,643.45	\$475.00	\$16,625.00
SC-02	Adjust Inlet 1-foot or Greater	EA	4	\$719.61	\$2,878.44	\$500.00	\$2,000.00
SC-03	Adjust Manhole	EA	30	\$551.76	\$16,552.80	\$625.00	\$18,750.00
SC-04	Adjust Manhole 1-foot or Greater	EA	10	\$749.76	\$7,497.60	\$700.00	\$7,000.00
SC-05	Adjust Inlet and Provide New Frame and Grate	EA	5	\$1,095.49	\$5,477.45	\$725.00	\$3,625.00
SC-06	Adjust Manhole and Provide New Frame and Lid	EA	5	\$948.75	\$4,743.75	\$750.00	\$3,750.00
SC-07	Reconnect Inlet	VF	5	\$517.59	\$2,587.95	\$500.00	\$2,500.00
SC-08	Pavement Marking Epoxy 8-inch White	LF	40	\$3.72	\$148.80	\$3.70	\$148.00
SC-09	Pavement Marking Epoxy 4-inch Yellow	LF	5,900	\$0.80	\$4,720.00	\$0.80	\$4,720.00
SC-10	Pavement Marking Epoxy 4-inch White	LF	12,000	\$2.76	\$33,120.00	\$2.75	\$33,000.00
SC-11	Pavement Marking Epoxy Bike Lane Symbol with Arrow	EA	35	\$221.11	\$7,738.85	\$220.00	\$7,700.00
SC-12	Pavement Marking Epoxy Handicap Symbol White	EA	4	\$276.38	\$1,105.52	\$275.00	\$1,100.00
SC-13	Pavement Marking Epoxy Direction Arrow White	EA	15	\$266.33	\$3,994.95	\$265.00	\$3,975.00
SC-14	Provide Medium Rip Rap with Geotextile Fabric Type HR	SY	20	\$50.25	\$1,005.00	\$50.00	\$1,000.00
SC-15	Inlet Protection Type D	EA	50	\$115.58	\$5,779.00	\$200.00	\$10,000.00
	TOTALS				\$1,360,837.83		\$ 1,434,694.75

Attachment: 2020 0604 Project 20-07 Bid Tab (9658 : Consideration and possible action on award of Contract 20-07)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

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

ATTACHMENTS:

- 2020 0608 CI_BOPW_Consider_CMAR (PDF)
- 2020 0605 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 8, 2020

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.

Attachment: 2020 0608 CI_BOPW_Consider_CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

Financial Management

1. Provider of Financial Information

Name:

Joe Zegers

Telephone:

(920) 339-4041

(XXX) XXX-XXXX

E-Mail Address
(optional):

jzegers@deperewi.gov

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:

2019

● 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., CWFP 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:

2019

● 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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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 CWWP 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 Lining	266000	2020
2	Sewer and Manhole Repair	200000	2020
3	Sewer Televising and Repair	625000	2020
4	Sewer Relay for Street Reconstruction	188000	2020
5	Sewer Televising/Repairs	500000	2021
6	Sewer Lining/Relay	800000	2021
7	Sewer Televising/Repairs	500000	2022
8	Sewer Lining/Relay	800000	2022
9	Sewer Televising/Repairs	500000	2023
10	Sewer Lining/Relay	800000	2023

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: 1

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	65	
September	112	
October	88	
November	96	
December	95	
Total	456	0
Average	91	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:

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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 are planned as the lift station was just constructed in 2019.	

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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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. Identify sewers in easements, alleys, and street resurfacing for lining.

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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

- ☒ 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:

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	20	% of system/year
Root removal	20	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	20	% 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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

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.

48.6	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
1	Number of basement backup occurrences
24	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)
0.01	Basement backups (number/sewer mile)
0.22	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 (MG)
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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 **2019**

- 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. We are in the process of completing and I&I evaluation.

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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
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)

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)

Compliance Maintenance Annual Report

3.4.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/5/2020 2019

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of De Pere

Date of Resolution or
Action Taken:

2020-06-16

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 = A

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

Attachment: 2020 0605 CMAR (9662 : Consideration and possible action on CMAR)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on approval for the
State/Municipal Agreement with WisDOT for STP-Urban Grant
Project-Lawrence Drive*

ATTACHMENTS:

- 2020 0608 CI_BOPW-SMA-Lawrence(PDF)
- 4985 00 61_62 C DePere Lawrence Drive ORG 06-20 (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 8, 2020

RE: **Consideration and possible action on approval for the State/Municipal Agreement with WisDOT for STP-Urban Grant Project-Lawrence Drive***

The City has obtained a grant for the reconstruction of Lawrence Drive from 500' south of Fortune Avenue to 600' south of Scheuring Road through the STP-Urban Grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs.

Lawrence Drive is a four lane concrete roadway with an overall total pavement width of 43 feet. The proposed project is to reconstruct Lawrence Drive with two different typical sections.

- 500' south of Fortune Avenue to 1000' north of Fortune Avenue: Reconstruction with a 46 foot wide two lane urban cross section with a two way left turn lane (TWLTL), bike lanes, curb and gutter, and spot storm sewer replacement. This section includes the construction of bump-outs at the pedestrian crossing and the installation of rapid rectangular flashing beacons.
- 1000' north of Fortune Avenue to 600' south of Scheuring Road: Reconstruction with a 54 foot wide four lane urban section with bike lanes.

PHASE	SUMMARY OF COSTS				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-61					
Design	\$559,900	\$447,920	80%*	\$111,980	20% + BAL
State Review	\$22,200	\$17,760	80%*	\$4,440	20% + BAL
ID 4985-00-62					
Participating Construction	\$2,545,000	\$2,036,000	80%*	\$509,000	20% + BAL
Non-Participating Construction	\$0	\$0	0%*	\$0	100%
State Review	\$503,950	\$403,160	80%*	\$100,790	20% + BAL
Total Est. Cost Distribution	\$3,631,050	\$2,904,840	N/A	\$726,210	N/A

*Design ID#4985-00-61 federal funding is limited to \$465,680

*Construction ID#4985-00-62 federal funding is limited to \$2,439,160

Design work is scheduled to begin in 2023 with construction in 2025.

The City will obtain consulting services to design and manage the project. In order to proceed with grant funding, the City needs to enter into a State/Municipal Agreement (SMA) for a State –Let Urbanized Area STP-Urban Project. A copy of the SMA is attached.

Staff recommends the BOPW approve the SMA and forward to the Council for approval. Funding for the project will be included in the 2023 through 2025 budgets.



STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT

**Program Name: URBANIZED AREA
STP-URBAN**

Population Group: over 200,000

Sub-program #: 206

Cycle: 2020-2025

Date: JUNE 2, 2020

I.D.: 4985-00-61/62

Road Name: LAWRENCE DRIVE

Limits: FORTUNE AVENUE – SCHEURING
ROAD

County: BROWN

Roadway Length: 0.53 MILES

Functional Classification: MINOR ARTERIAL

Project Sponsor: CITY OF DE PERE

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The existing roadway is a 4-lane concrete roadway with an overall total pavement width of 43'. The roadway has an urban cross section with widen shoulders and curb and gutter. The last improvement was in 1986. The roadway has a pavement rating of 5. There are no existing sidewalks or bicycle accommodations.**

Proposed Improvement - Nature of work: **The proposed project is to reconstruct Lawrence Drive with a 46 - 54-foot wide 2-lane urban cross section with a TWLTL, bike lanes, curb and gutter, sidewalks and storm sewer replacements from approximately 1000 feet north of Fortune Avenue to the southern project limits. A pedestrian refuge island at an existing trail crossing approximately 1000 feet north of Fortune Avenue. Rapid rectangular flashing beacons will be installed at the crossing. Lawrence Drive will be reconstructed as a 4-lane urban cross section with bike lanes, curb and gutter and sidewalk from 1000 feet north of Fortune Avenue to the north project limits. Street lighting will be replaced. Pavement markings and signing. Real estate acquisition is anticipated to be primarily temporary limited easements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **None identified.**

The Municipality agrees to the following 2020-2025 Urbanized Area project funding conditions:

Project design and construction costs are funded with up to 80% federal funding up to a funding limit of \$2,904,840. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,904,840

federal/state funding limit. **Real estate is 100% locally funded by the Municipality.** Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2025. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of \$2,904,840 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-61					
Design	\$559,900	\$447,920	80% *	\$111,980	20% + BAL
State Review	\$22,200	\$17,760	80% *	\$4,440	20% + BAL
ID 4985-00-62					
Participating Construction	\$2,545,000	\$2,036,000	80% *	\$509,000	20% + BAL
Non-Participating Construction	\$0	\$0	0% *	\$0	100%
State Review	\$503,950	\$403,160	80% *	\$100,790	20% + BAL
Total Est. Cost Distribution	\$3,631,050	\$2,904,840	N/A	\$726,210	N/A

*Design ID# 4985-00-61 federal funding is limited to **\$465,680**.

*Construction ID# 4985-00-62 federal funding is limited to **\$2,439,160**.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name

Title

Date

Signed for and in behalf of the State:

Name

Title

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2020-2025 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2020-2025 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement
 - i. Other 100% Municipality funded items: None identified.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,

handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2020-2025 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2021, or by June 30, 2026.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
- 20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2020-2025 Urbanized Area STP-Urban project funding conditions:
- a. ID 4985-00-61: Design is funded with 80% federal funding, when the Municipality agrees to provide the remaining 20%. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. ID 4985-00-62: Construction:
 - i. Costs for roadway reconstruction are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 8, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Governmental Responsibility Resolution for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program*

ATTACHMENTS:

- 2020 0608 CI_BOPW-WDNR Grant resolution (PDF)
- 2020 0309 CI_BOPW-WDNR Grant (PDF)
- UNPS_GOVERNMENTAL_RESPONSIBILITY_RESOLUTION (PDF)
- Example GRR(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 8, 2020

RE: **Consideration and possible action on Governmental Responsibility Resolution for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program***

The City of De Pere submitted for the Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Storm Water Management Grant Program. This was presented to the Board in March (see attached memo). The Board and Council approved submittal. WDNR contacted the City that a specific resolution needs to be approved for the grant submittal. Attached is the sample Government Responsibility Resolution that is required by the WDNR. Staff submitted two applications, one for the conversion of a dry pond to a wet pond off of Matthew Drive in 2021 and another for the construction of a pond off of Franklin Street in 2022. The attached Resolution applies to both applications.

Staff recommends approval of the Government Responsibility Resolution.

CITY OF DE PERE MEMO



To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: March 9, 2020

RE: **Consideration and possible action on applying for a Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program***

The Wisconsin Department of Natural Resources (WDNR) offers planning grants under the Urban Nonpoint Source and Storm Water Management Grant Program. This program is on a 2-year cycle. Grants for the upcoming cycle are due April 15, 2020. Grant funding may be up to \$150,000 for construction projects. The grant is a 50/50 match. Projects eligible for planning grants include:

- Construction of structural urban best management practices (BMPs) including detention, wet, infiltration, or wetland basins, or infiltration trenches.
- Engineering design and construction services for BMPs installation.
- Land acquisition and easement purchase, including appraisal cost.
- Storm sewer rerouting and removal of structures.
- Streambank and shoreline stabilization.

The City received the revised WPDES Permit No WI-S0050075-3 for storm water runoff in 2019. Requirements of this permit are based on established pollutant allocations for Total Maximum Daily Loads (TMDL's) to the lower Fox River. The permit requires the City to continue to implement post construction storm water management practices to reduce pollutant loads to the Lower Fox River. Staff proposes to submit a grant application for the construction of the conversion of a dry detention pond to a wet detention pond off of Matthew and Suburban Drive and/or the construction of a wet detention pond off of Front and Franklin Street. Both of these locations were included in the City's 2018 Storm Water Management Plan.

Staff recommends approval for the preparation and submittal of an application to be signed by the City Engineer for the Urban Nonpoint Source and Storm Water Management Grant Program.

Attachment: 2020 0309 CI_BOPW-WDNR Grant (9664 : Consideration and action on WDNR UNS & SWM Grant Resolution)

**GOVERNMENTAL RESPONSIBILITY RESOLUTION
FOR URBAN NONPOINT SOURCE AND STORMWATER GRANTS**

WHEREAS, City of De Pere is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that THEREFORE: City of De Pere

HEREBY AUTHORIZES the City Engineer, Department of Public Works to act on behalf of City of De Pere to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that City of De Pere shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 16th day of June, 2020.

I hereby certify that the foregoing resolution was duly adopted by the Common Council at a legal meeting on the 16th day of June, 2020.

Authorized Signature: _____ Title: Mayor

Attachment K: Governmental Responsibility Resolution (GRR)

IMPORTANT NOTE: The DNR expects the individual in the position authorized by this resolution to become familiar with the grant program's procedures for the purpose of taking the actions necessary to undertake, direct, and complete the approved project. This includes acting as the primary contact for the project, submitting required materials for a complete grant application, fulfilling grant agreement requirements, carrying out the project (e.g., obtaining required permits, noticing, bidding, following acquisition guidelines, etc.), and closing the grant project (e.g., submitting final report, grant reimbursement forms and documentation, and organizing project files for future compliance monitoring).

SAMPLE GOVERNMENTAL RESPONSIBILITY RESOLUTION FOR RUNOFF MANAGEMENT GRANTS

WHEREAS, _____ is interested in acquiring a
(governmental unit applicant)

Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that _____
(applicant)

HEREBY AUTHORIZES _____, _____ to act on
(position title) (department)

behalf of _____ to:
(applicant)

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environment Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ shall comply with all state
(applicant)

and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this _____ day of _____, 20_____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on ____ day of _____, 20_____.

Authorized Signature: _____ **Title:** _____

(Signature of the governmental unit's executive officer, for example, Village President, City Mayor, County Board Chair, etc.)