



Board of Public Works

Regular Meeting

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

Revised Agenda

Monday, June 7, 2021

7:30 PM

Council Chambers and Virtual

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

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of May 10, 2021 Board of Public Works Meeting Minutes
2. Election of Vice Chairperson for Board of Public Works
3. Consideration and Approval of Project Approach and Timeline for Gap Sidewalk Installation*
4. Consider and Possible Action Regarding Definitely De Pere's Request to Waive Public Works Fees*
5. Consider and Possible Action Regarding Alderperson Raasch Request to Review Sidewalk Cafe Permit to Allow Outdoor Furniture to be Stored Overnight in the City ROW*
6. Consideration and Possible Action Regarding Pedestrian and Bike Facilities for the Southern Bridge Corridor Design*
7. Discuss Ald. Raasch's Request for Participating in NEW Water Municipal Group
8. Consideration and Possible Action on Award for Proposals for Sanitary Sewer Smoke Testing*
9. Consideration and Possible Action on Award of Request for Proposals for Project 21-21 Pond Trapping*

10. Consider and Possible Action on Compliance Maintenance Annual Report for Wastewater Collection System*

IV. 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, May 10, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

HOFKENS, INC.

KEITH SHIER

PAUL VANDEHEI CUSTOM HOMES

BASGIG INVESTORS, LLC

DAVID AND CAROLE RAASCH

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

TIM HALBROOK BUILDERS

ROBERT KERKHOFF

RONALD AND KATHLEEN VANPRICE

JON AND ALICIA KOZLOVSKY

LEE AND KRISTINA AMBROSIUS

DAWN AMBROSIUS

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 7, 2021

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of May 10, 2021 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2021 0510 BOPW Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, May 10, 2021

7:30 PM

Council Chambers and Virtual

I. Call to Order

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

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

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Betty Sellenheim, Recording Secretary

Trevor Frank, SEH Inc. (Remote)

II. Public Comment

None

III. Items

1. Approval of April 12, 2021 Board of Public Works Meeting Minutes

Aldersperson Raasch moved to approve the April 12, 2021 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen.

Aldersperson Hansen mentioned a change to position/title as listed in the meeting minutes. Upon vote, the motion passed unanimously.

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

2. Consideration and possible action on installation of Rapid Rectangular Flashing Beacons on Main Avenue at Seventh Street*

Eric Rakers, City Engineer, explained the request for installation of Rapid Rectangular Flashing Beacons on Main Avenue at Seventh Street and staff's evaluation of the situation and location.

Aldersperson Raasch verified with staff that a crosswalk was marked at this location and stated he believed the location was a good fit for an RRFB due to the challenges with this location listed by staff. Mr. Rakers explained history of RRFB use and staff's objectives regarding their installation. Aldersperson Raasch asked staff's opinion regarding not painting the crosswalk at this location to discourage crossing. Mr. Rakers explained how the policy handles eliminating crosswalks. Mayor Boyd asked if this location would need to be approved by the Wisconsin DOT for RRFB approval. Mr. Rakers stated they would have the final say. Aldersperson Carpenter asked how crossing guard locations are

determined. Mr. Rakers stated the Police Department is interested in evaluating the current crossing guard locations and staff will be working to establish a policy for determining locations that should have them. Alderperson Hansen asked if advanced warning signs were installed at this location. Mr. Rakers stated advanced warning signs are not installed but during the summer months, a pedestrian crossing sign is placed along the middle traffic line.

Mayor Boyd moved to deny the installation of an RRFB on Main Avenue at Seventh Street, seconded by Alderperson Ledvina.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on installation of Rapid Rectangular Flashing Beacons on Chicago Street at O'Hearn Lane and Crestview Lane*

Eric Rakers, City Engineer, explained the request for installation of Rapid Rectangular Flashing Beacons on Chicago Street at O'Hearn Lane and Crestview Lane and staff's evaluation of the situation and location. Mr. Rakers explained the installation policy and recent installation locations. Mr. Rakers shared a short video of students safely and effectively crossing Chicago Street to school in the morning.

Mayor Boyd stated his experiences and observations with this location. Alderperson Raasch stated similar experiences and asked if Chicago Street was marked as a school zone in this location. Mr. Rakers stated he was not sure but stated this location primarily has local traffic that is aware of the school. Alderperson Hansen asked Mayor Boyd to check the virtual audience for residents wishing to speak on this item; there were none. Alderperson Hansen explained concerns he received and an email from a resident on Crestview Lane. Alderperson Hansen asked to clarify the average daily traffic (ADT) at this location. Mr. Rakers explained how the average daily traffic was determined.

Alderperson Raasch moved to deny the installation of Rapid Rectangular Flashing Beacons on Chicago Street at O'Hearn Lane and Crestview Lane, seconded by Mayor Boyd.

Upon vote, the motion passed with a 4-1 vote with Alderperson Hansen voting no.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Shana Defnet Ledvina, Dean Raasch
NAYS:	Jonathon Hansen

4. Consideration and possible action on 2021 Sidewalk Repair Order and Special Charges

Eric Rakers, City Engineer, explained the annual sidewalk repair and replacement program.

Alderperson Hansen verified the option of only offering the payback option for properties with charges in excess of \$1,000. Alderperson Hansen also verified that for properties

with charges under \$1,000 it would be due within 30 days or it would be placed on the tax roll at the end of the year. Alderperson Ledvina verified that residents had the option of applying for deferrment due to economic hardship for special charges. Alderperson Ledvina mentioned concerns she had received regarding sidewalk repairs in 2020 and asked the process for repairing and staff approval of repairs. Mr. Rakers explained staff inspects each location that homeowners report having repaired. Mr. Rakers explained the defect that causes the biggest issue are the cracks that run through the center of the slab. Alderperson Hansen shared concerns with repairs that do not last and mentioned his desire to have staff investigate possible changes to epoxy repairs moving forward. Scott Thoresen, Public Works Director, explained how the Board could change the standards of acceptable repairs. Alderperson Raasch suggested the City offer a complaint driven option for locations outside of the current year's sidewalk program.

Mayor Boyd moved to approve the 2021 Sidewalk Repair Order and Special Charges, seconded by Alderperson Raasch.

Mr. Thoresen explained how staff currently addresses hazard walks for repairs or replacement by ordering repairs that year. Alderperson Hansen asked how staff tracks locations that did not report their repairs. Mr. Rakers stated if a property does not notify staff that they repaired their sidewalk, the contractor will remove and replace it. Alderperson Carpenter suggested the City be monetarily responsible for repairs to all sidewalks after installation. Mr. Thoresen explained the utility fund, which staff brought forward for budget approval a few years prior, would cover the sidewalk repairs.

Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on awarding Design Services for Municipal Service Center Expansion*

Scott Thoresen, Public Works Director, explained previous studies regarding expanding the Municipal Service Center and increased needs by adding staff and equipment since that time. Proposals were sent to eleven consultants, seven were returned, and staff interviewed three.

Alderperson Hansen asked if the consultant would be considering expansion to the south of the current footprint towards Lande Street. Mr. Thoresen stated the City owns one vacant lot that could be used to redirect access but without purchasing other properties, the site could not expand to the south. Alderperson Hansen asked how long the consultant would work with the City on this project. Mr. Thoresen laid out the timeline, including through bidding at such time the City would solicit construction services to oversee the expansion/construction.

Alderperson Raasch moved to approve the award of Design Services for Municipal Service Center Expansion to Short Elliott Hendrickson, Inc. in the amount of \$265,000.00, seconded by Alderperson Hansen.

Alderson Carpenter asked if the expansion construction costs would be presented as part of the 2022 budget. Mr. Thoresen stated that was his plan and Council would determine if it would be funded. Alderson Carpenter asked if the plans would still be viable if the construction is not funded for a few years. Mr. Thoresen was over 90% confident in the plans being used if construction was funded within the next three years.

Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on award of Contract 21-07 Curb Repair and Street Resurfacing*

Alderson Hansen moved to approve award of Contract 21-07 Curb Repair and Street Resurfacing to MCC, Inc. in the amount of \$815,956.00, seconded by Alderson Ledvina.

Upon vote, the motion passed unanimously.

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

7. Consideration and Possible Action Regarding Ald. Hansen Request For City Funding Flag Replacements on Webster Avenue*

Alderson Hansen explained the history of the flags at Webster Avenue and his original donation.

Alderson Raasch questioned the price of the flags. Alderson Hansen stated they were \$200 for the three flags he originally purchased but if more flags were purchased, the price per flag would decrease. Alderson Hansen explained they are a custom size that can be special ordered from Fly Me Flag on Ashland Avenue in Green Bay, WI.

Alderson Carpenter moved to approve Alderson Hansen's request for city funding flag replacements on Webster Avenue in future operating budgets, seconded by Alderson Ledvina

Upon vote, the motion passed with a 4-0-1 vote, with Alderson Hansen abstaining.

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

8. Discuss City Entrance Signs

Scott Thoresen, Public Works Director, explained requests received from Aldersons Hansen and Carpenter regarding the City entrance signs.

Alderson Carpenter further explained his requests for raising the sign on Ashland and adding solar lights to the sign out on Highway 57. Alderson Carpenter requested staff

move forward with trying solar lights at Hwy 57 and adding raising the sign and painting the backs to the 2022 budget. Alderperson Hansen further explained his request to paint the backs of all entrance signs gray.

Upon discussion, the Board members agreed on staff purchasing solar lights out of the 2021 operating budget for a trial at the entrance sign on Hwy 57 and to bring the other two items back for consideration in the 2022 budget.

RESULT:	DISCUSSED
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IV. Future Agenda Items

Alderperson Carpenter asked staff to bring forward the wheel tax/transportation utility for sidewalk repairs and replacement in July prior to 2022 budget approval.

Alderperson Raasch asked staff to bring forward NEW Water Resolution in June regarding representation in the budgeting process.

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:31 PM, seconded by Alderperson Hansen.

Upon vote, the motion passed unanimously.

*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, May 10, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

MCC, INC.

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

SHORT ELLIOTT HENDRICKSON, INC.

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

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Election of Vice Chairperson for Board of Public Works



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and Approval of Project Approach and Timeline for Gap Sidewalk Installation*

ATTACHMENTS:

- 2021 0607 CI_BOPW_Gap_Sidewalk (DOCX)
- 2021 0524 CE_Project_22-05_Gap_Sidewalk_Notice (PDF)
- 2021 Estimated Sidewalk & Sidewalk Replacement Costs (PDF)
- Exhibit 1 - River Park Seventh (PDF)
- Exhibit 2 - Trailside Estates (PDF)
- Exhibit 3 - Pine Trail Crossing (PDF)
- Exhibit 4 - Garrity's Glen (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 7, 2021

RE: Consideration and Approval of Project Approach and Timeline for Gap Sidewalk Installation*

Annually, the Engineering Staff reviews vacant parcels for the installation of sidewalks. On September 12, 2016, the Board of Public Works approved the following policy regarding sidewalk installation:

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

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

Based on this guidance, the following parcels were identified to have sidewalks requiring installation:

Parcel ID	Location	Guidance	Exhibit
ED-2510	2193 Yahara Circle	10 Years	1
ED-2830	837 Killarny Trail ^[1]	10 Years	2
ED-2831	839 Killarny Trail ^[1]	10 Years	2
ED-2832	845 Killarny Trail ^[1]	10 Years	2
ED-2833	847 Killarny Trail ^[1]	10 Years	2
ED-3012	3030 Scarlet Oak Road	80% of Lots Developed	3
ED-3014	3018 Scarlet Oak Road	80% of Lots Developed	3
ED-3041	635 Diversity Drive	80% of Lots Developed	3
ED-3047	2683 W Scarlet Oak Circle	80% of Lots Developed	3
ED-3053	2562 E Scarlet Oak Circle	80% of Lots Developed	3
ED-3070	636 Diversity Drive	80% of Lots Developed	3
WD-1694	2475 Lawrence Drive	10 Years	4
WD-1696	2463 Lawrence Drive	10 Years	4
WD-1736	2406 Kilrush Road	10 Years	4

^[1] Denotes a duplex condominium parcel.

Exhibits for each location, including sidewalk installation justification are included for consideration.

Property owners have been notified of the potential sidewalk installation on the following occasions:

- May 24, 2021: Letter notifying above listed owners of the recommended sidewalk installations and upcoming Board of Public Works and Common Council Meetings.
- June 4, 2021: Letter invitation to the Board of Public Works Meeting regarding the sidewalk installation recommendation.

Due to the large sidewalk installation requirements, there are significant charges anticipated due to this sidewalk order. As presented to the Board in May, the estimated sidewalk cost for new 4-inch sidewalk is \$45.95 per linear foot. The costs for 2022 construction are unknown at this time. The table below provides the estimated charge for each parcel that would be required to install sidewalks using 2021 pricing:

Parcel ID	Location	Frontage (FT)	Estimated Charge
ED-2510	2193 Yahara Circle	230.04 ^[2]	\$10,570.34
ED-2830	837 Killarny Trail	42.50	\$1,952.88
ED-2831	839 Killarny Trail	42.50	\$1,952.88
ED-2832	845 Killarny Trail	42.50	\$1,952.88
ED-2833	847 Killarny Trail	42.50	\$1,952.88
ED-3012	3030 Scarlet Oak Road	80.02	\$3,676.92
ED-3014	3018 Scarlet Oak Road	80.00	\$3,676.00
ED-3041	635 Diversity Drive	250.16 ^[2]	\$11,494.85
ED-3047	2683 W Scarlet Oak Circle	80.00	\$3,676.00
ED-3053	2562 E Scarlet Oak Circle	222.87 ^[2]	\$10,240.88
ED-3070	636 Diversity Drive	85.00	\$3,905.75
WD-1694	2475 Lawrence Drive	80.11	\$3,681.05
WD-1696	2463 Lawrence Drive	80.11	\$3,681.05
WD-1736	2406 Kilrush Road	69.95 ^[2]	\$3,214.20

^[2] Lot is located on a corner and actual sidewalk length installed would differ from right-of-way frontage.

The larger charges listed above are all corner properties that have frontage along two sides of the property.

Under the sidewalk program, the Board has approved a 5-year payback period for special charges in excess of \$1,000 since 2019.

Project Approach and Timeline

In the past property owners have been given the opportunity to install their own sidewalk with a licensed concrete worker. If the property does not install their own sidewalk once ordered, the City installs and bills the property owner. Staff is proposing to allow property owners the opportunity to construction their own sidewalk in 2021 and early 2022. If the property owners do not install the sidewalk, the City will include with the project and charge.

As outlined above, several property owners have large lots. The cost of sidewalk will be large for these property owners. Staff is proposing to construct and charge the sidewalk in 2022 such that the Board of Public Works and Common Council can provide an extended time frame for paying.

The proposed timeline for the project construction is as follows:

1. Property owners have already been notified of the sidewalk installation and have been invited to this meeting. They are given to opportunity to construct sidewalk with a licensed contractor in 2021 and up to the end of June 2022.
2. In early 2022 the sidewalk charge rates will be established after the 2022 Sidewalk and Curb Repair Project is bid.
3. In early 2022, staff will bring for the recommendation for ordering installation of sidewalk for these properties, based on the rates established prior.
4. Sidewalks not installed by property owners by the end of June 2022 will be included in the City bid project. The cost for the sidewalk will be charged against benefitting properties.

Recommendation

Staff recommends that the Board of Public Works approve the project approach and timeline identified above. The order for installation of sidewalks will be brought to the Board of Public Works and Common Council in 2022. For sidewalk not constructed by June 30, 2022, the City will construct and charge property owners.

Attachments for this item include:

1. May 24, 2021 Letter Notifying Property Owners of Potential Sidewalk Installation
2. Estimated Sidewalk and Sidewalk Replacement Costs
3. Exhibit 1 – River Park 7th Addition Subdivision Sidewalk Gaps
4. Exhibit 2 – Trailside Estates Subdivision Sidewalk Gaps
5. Exhibit 3 – Pine Trail Crossing Subdivision Sidewalk Gaps
6. Exhibit 4 – Garrity's Glen Subdivision Sidewalk Gaps

CITY OF DE PERE

Public Works - Engineering Department



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

May 24, 2021

OWNER

ADDRESS1

ADDRESS2

Re: Sidewalk Installation for 2022
Project 22-05 Sidewalk and Curb Repairs
PARCEL ID, LOCATION

Dear Property Owner:

Annually, the City of De Pere reviews vacant parcels for the installation of sidewalks. Your parcel was identified as meeting the conditions set on September 12, 2016 by the Board of Public Works for sidewalk installation:

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

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

Staff's recommendation to install sidewalk at various locations will be acted on by the Board of Public Works at their regularly scheduled meeting on June 7, 2021 at 7:30 PM. You will be notified separately of this meeting. The recommendation from staff will be that sidewalks shall be installed by June 30, 2022.

You can choose to install the sidewalk yourself or with a City licensed contractor. If the sidewalk installation is not completed by that date, your property will be added to the City's 2022 Sidewalk and Curb Repairs project and you will be charged for the sidewalk installation upon the project's completion.

Your cooperation towards the attainment of safer sidewalks is appreciated. If you should have any questions or concerns regarding this matter, please contact me at (920) 339-4072, ext. 2239 or email at ckuffel@deperewi.gov.

Sincerely,

PUBLIC WORKS DEPARTMENT

Chase Kuffel, P.E.
Assistant City Engineer

cc. Eric Rakers, City Engineer

CITY OF DE PERE

Public Works - Engineering Department

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



2021

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK

Provide 4-inch Concrete Sidewalk	\$6.56	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	\$7.35	
5% Contingency	0.37	
20% Engineering & Administration	1.47	
Total (Per Square Foot)	\$9.19	(\$45.95 / LF)

NEW 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$7.00	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	\$7.79	
5% Contingency	0.39	
20% Engineering & Administration	1.56	
Total (Per Square Foot)	\$9.74	(\$48.70 / LF)

REPLACEMENT 4-INCH SIDEWALK

Remove and Replace 4-inch Concrete Sidewalk	\$8.11	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	\$9.00	
5% Contingency	0.45	
20% Engineering & Administration	1.80	
Total (Per Square Foot)	\$11.25	(\$56.25 / LF)

REPLACEMENT 6-INCH SIDEWALK

Provide 6-inch Concrete Sidewalk	\$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	\$9.56	
5% Contingency	0.48	
20% Engineering & Administration	1.91	
Total (Per Square Foot)	\$11.95	(\$59.75 / LF)

CITY OF DE PERE

Public Works - Engineering Department

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



EXHIBIT 1

River Park Seventh Addition Subdivision 2193 Yahara Circle

River Park Seventh Addition
final plat was approved and
signed in July of 2002

Homes are present on 2005
aerial photography.

Plat restricts sidewalk
installation on west side of
Yahara Circle

2193 Yahara Circle

Plat restricts sidewalk
installation on south side of
Tenmile Drive

CITY OF DE PERE

Public Works - Engineering Department

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



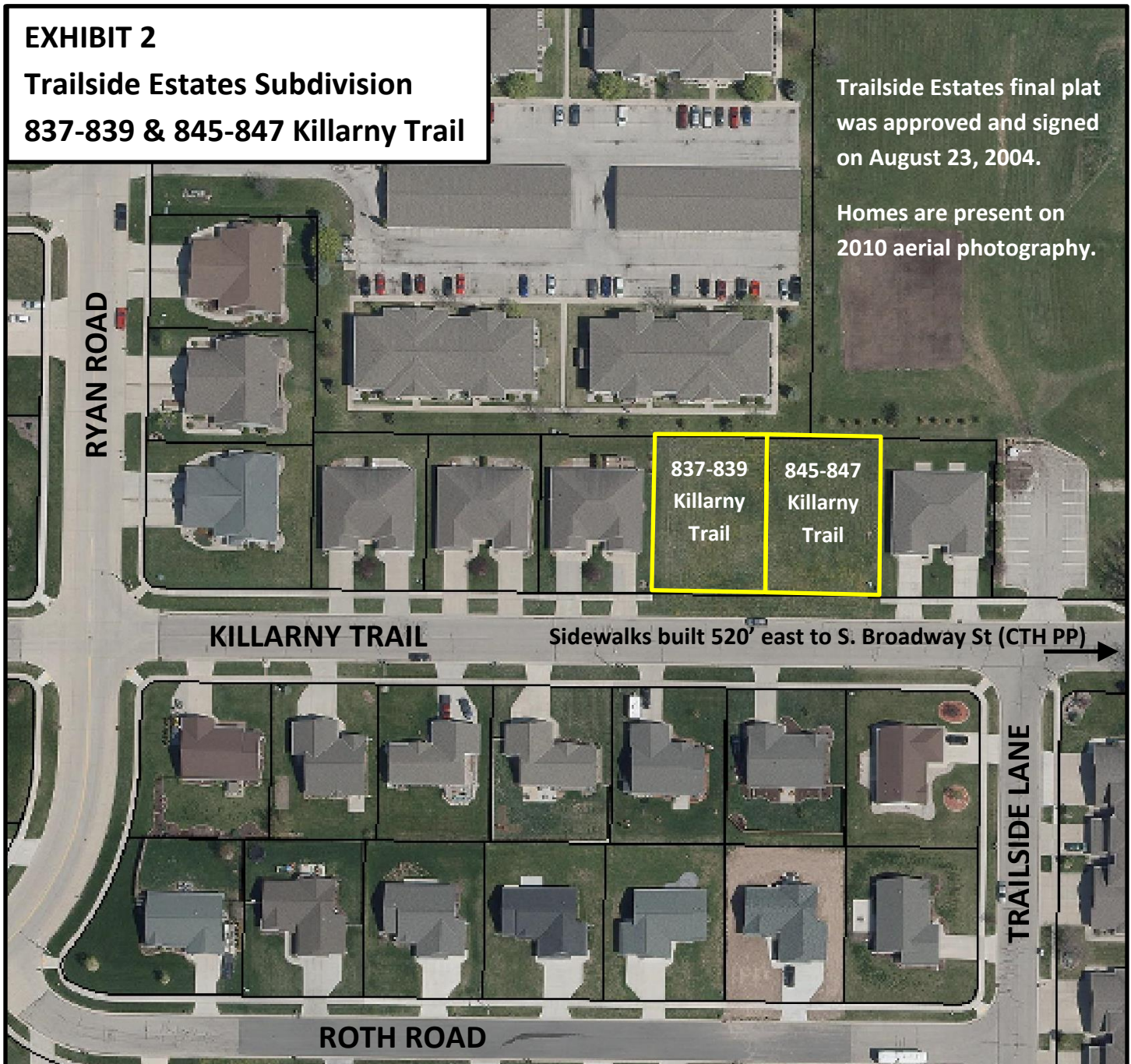
EXHIBIT 2

Trailside Estates Subdivision

837-839 & 845-847 Killarny Trail

Trailside Estates final plat was approved and signed on August 23, 2004.

Homes are present on 2010 aerial photography.



CITY OF DE PERE

Public Works - Engineering Department

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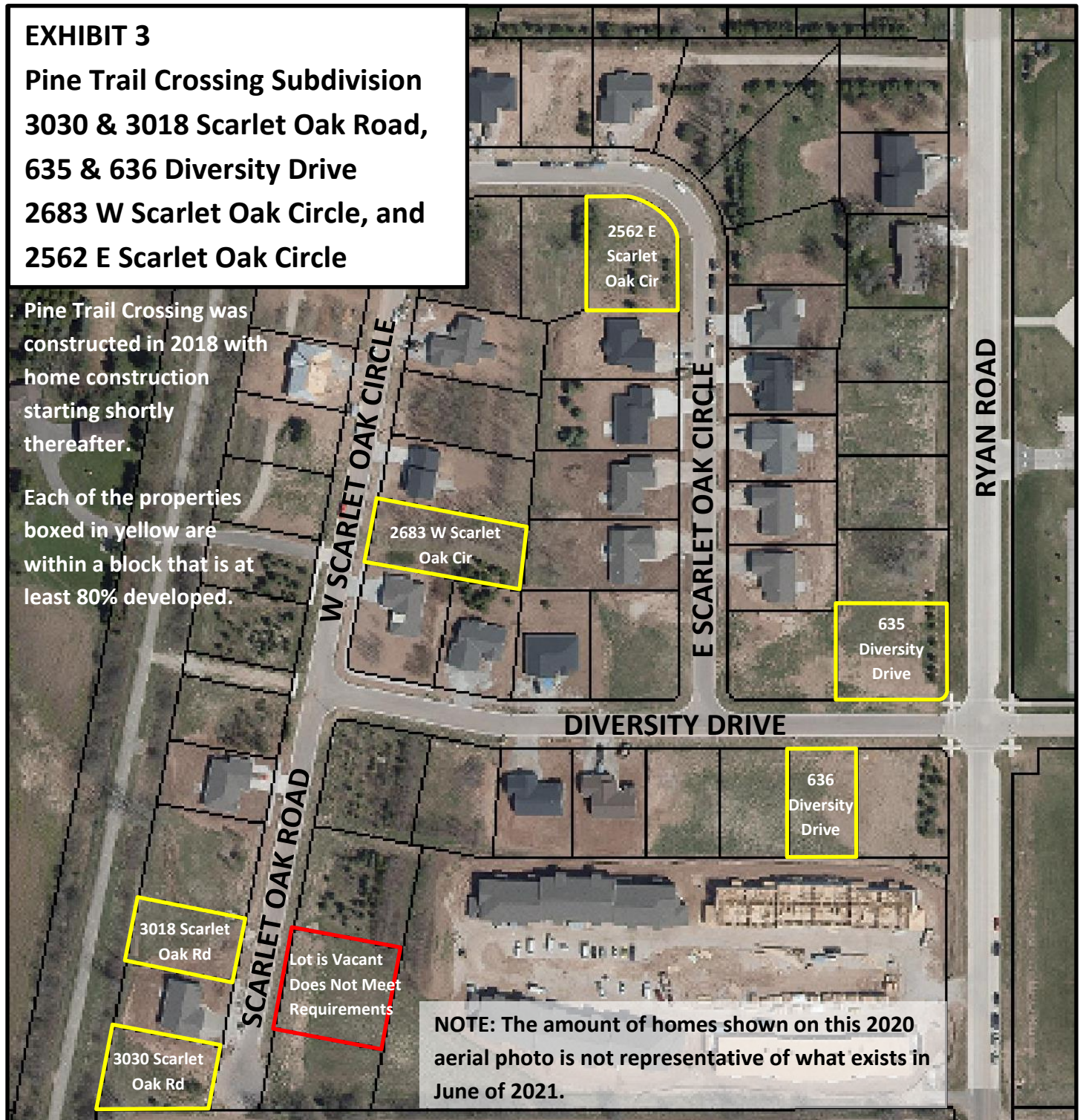


EXHIBIT 3

Pine Trail Crossing Subdivision
3030 & 3018 Scarlet Oak Road,
635 & 636 Diversity Drive
2683 W Scarlet Oak Circle, and
2562 E Scarlet Oak Circle

Pine Trail Crossing was constructed in 2018 with home construction starting shortly thereafter.

Each of the properties boxed in yellow are within a block that is at least 80% developed.



CITY OF DE PERE

Public Works - Engineering Department

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



EXHIBIT 4

Garrity's Glen Subdivision

2406 Kilrush Road,

2463 & 2475 Lawrence Drive

2406
Kilrush
Road

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

Homes are present on
2010 aerial photography.

LAWRENCE DRIVE

KILRUSH ROAD

GALWAY LANE

COUNTY CLARE ROAD

2463
Lawrence
Drive

2475
Lawrence
Drive



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

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

Definitely De Pere has requested the City waive the public works' fees for their downtown special events which would include: Farmer's Market, Art Walk, East/West Music Series, Food Truck Rally, Doggie Block Paw-ty, and Holly Day. (See attached request)

ATTACHMENTS:

- Definitely De Pere Request to Waive Public Works Fees 6-3-2021 (PDF)



June 2, 2021

RE: Request to waive DPW fees for downtown events

Dear Board of Public Works:

Definitely De Pere respectfully requests that DPW fees be waived for downtown events including: Farmers Market, Art Walk, EastWest Music Series, Food Truck Rally, Doggie Block Paw-ty, and Holly Day.

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

Previous estimates for the time and cost per event was approximately 1 hour and \$150 per event. These services would take place during regular DPW business hours. There are 24 event days total, equivalent to approximately \$3,600, and with a 50% exempt discount, the total dollar amount would be \$1,800.

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

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

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

Sincerely,

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

Tina Quigley, Executive Director
Definitely De Pere



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider and Possible Action Regarding Alderperson Raasch
Request to Review Sidewalk Cafe Permit to Allow Outdoor
Furniture to be Stored Overnight in the City ROW*

ATTACHMENTS:

- BOPW - Sidewalk Cafe Furniture Memo 06032021 (PDF)

CITY OF DE PERE MEMO



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

From: Daniel Lindstrom

Date: June 7, 2021

RE: **Request by Alderperson Raasch to Review the Sidewalk Café Permit Requirements with the Potential to Allow Businesses to Leave Tables, Chairs, and Other Furniture Overnight in the Public ROW Provided the Furniture is Secured Properly to Avoid Damage, Theft, or Vandalism.***

On May 6, 2021, Alderperson Raasch, on behalf of Nicky's Lionhead Tavern, made the request to staff to review the Sidewalk Café Permit requirements with the potential to allow businesses to leave tables, chairs, and other furniture overnight in the public ROW provided the furniture is secured properly to avoid damage, theft, or vandalism. The current code states:

Sec. 106-6(b)(2)(B): All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk café shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk café each day.

In 2019, the Board of Public Works heard a similar request from Alderperson Hansen on behalf of C&C Pub to enclose the street café area by a fence rather than bringing the tables and chairs in each night. The request did not move forward at that time. Below is a summary of that discussion.

Alderperson Hansen explained the background of this request from C&C Pub & Grill and the request to enclose the street café area by a fence rather than bringing the tables and chairs in each night.

Alderperson Carpenter stated his views of the fencing not being as aesthetically appealing or deterring individuals from jumping the fence. Alderperson Raasch stated similar views on the appearance of a fence along with the security and maintenance of the investment by placing inside a building overnight. Mayor Walsh stated he believed in the past a fence was up at this location with table and chairs left out. Mayor Walsh also stated if the ordinance was changed, guidelines would be needed to outline the fencing requirements. Alderperson Boyd stated that if more businesses come forward with requests it can be revisited. Alderperson Raasch questioned the need for a fenced in serving area at establishments selling alcohol with outdoor serving areas. Judy Schmidt-Lehman, City Attorney, stated it was not required by ordinance. Alderperson Hansen stated he would not make a motion to move forward with this request.

Regional Comparison

Staff conducted a review of 16 comparable communities (location and population size) and found that only three communities allow for the café furniture to remain in place overnight (Green Bay, Appleton, and Sheboygan). The majority of communities surveyed stated furniture needs to be brought in each night or anytime the café portion of the restaurant is closed. One community surveyed did allow for overnight storage if the furniture is stacked and secured. See Figure 1 below.

Figure 1:

Regional Comparison of Sidewalk Cafés and Overnight Furniture Storage				
Municipality	Population	Permit Location	Daily Closing Time	Removal at Night
Green Bay	104,578	Downtown/Commercial Districts	11:00 PM (alcohol)	No. Business insurance must cover stolen/damaged items or damage to public property resulting from the use of unsecured furniture.
Ashwaubenon	17,149	N/A. The Village does not have a sidewalk café permit due to the size and types of development; however, sandwich board signs must be removed each night.		
Bellevue	15,701	N/A		
Howard	19,658	N/A		
Hobart	9,053	N/A		
Appleton	74,139	Business/Commercial/Industrial Districts	9:30 PM (alcohol)	No. Business insurance must cover stolen/damaged items or damage to public property resulting from the use of unsecured furniture.
Manitowoc	32,702	Business/Commercial/Industrial Districts	12:00 AM	Yes. If the café seating is closed then café furniture shall be removed the sidewalk (11.260(15)(a))
Oshkosh	66,773	Downtown/Commercial/Mixed Use Districts	10:00 PM	Yes. Close of Business
Neenah	25,967	C-2 Central Business District	COVID Related - 2:00 AM	Yes. "Sidewalk cafe furniture shall be stored indoors overnight and/or when the business is closed"
Menasha	17,771	Downtown and Commercial Districts	Non Listed	Yes. "Sidewalk cafe furniture shall be stored indoors overnight and/or when the business is closed"
Fond du Lac	42,909	No permit required, but must maintain 5' clear zone. Only one business has a parklet.		
Sheboygan	47,725	Commercial Districts	COVID Related, 12:00 PM	No. but shall be removed upon request of a police officer or a representative of the department of public works for such a length of time as said officer or representative shall designate.
Wausau	38,735	Central Business District		Yes. "Shall be removed when sidewalk café is not in operation"
Wisconsin Rapids	17,770	Downtown and Commercial Districts	10:00 PM	Unclear in code.
Stevens Point	26,717	Downtown Districts	11:00 PM	Yes. "No café or items in connection with the café shall be left on the sidewalk overnight"
Menomonee Falls	35,626	Downtown and Commercial Districts	10:00 PM	Yes/No. "Furniture and equipment shall either be removed on a nightly basis or compactly stacked and secured in a manner that furniture cannot leave the sidewalk cafe area."

Interdepartmental Concerns

In light of the recent string of vandalism, Police Chief Beiderwieden and other officers, Public Works staff, Development Services Staff, and Definitely De Pere do have concerns about leaving furniture out after the close of businesses and the potential for an attractive nuisance. Similar to the tipped-over flower pots and damaged artwork, if intoxicated individuals wish to cause damage they typically find a

way. The staff has a concern of individuals or groups pushing or moving a group of chairs into the street or a clear walking path if we allow businesses to secure tables/chairs together in the typical use locations.

If the Committee does recommend amending the ordinance then staff would suggest the following:

- Requiring furniture and other equipment to be portable and shall not be affixed to the surface of the permit area.
- The furniture and equipment should either be removed on a nightly basis or compactly stacked and in a manner that furniture cannot leave the sidewalk cafe area.
- The furniture should be staked and secured in a single location against the building.
- Not allowing for keeping furniture and other equipment overnight in areas where the City has invested public funds for beautification efforts such as James Street, the Art Alley, and any other future locations.

Allowing tables and chairs to remain outside (whether tethered or not) may increase the city's liability exposure due to the possibility that they could be used to cause damage or injury to persons or property within the vicinity. If this ordinance change would occur, the law department will work with the city's insurance consultant to determine if the Café Permit holder insurance and indemnification requirement thresholds should be increased or otherwise adjusted.

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

MEETING DATE: June 7, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and Possible Action Regarding Pedestrian and Bike Facilities for the Southern Bridge Corridor Design*

As part of the planning and design for the South Bridge Corridor, the City needs to determine if pedestrian and bike facilities should be included as part of the construction. The County will begin in the near future with designing the segment of this corridor from Lawrence Drive to I-41 as part of the plans to tie into the new I-41 interchange. The City needs to let the County know if we want to have pedestrian and bike facilities included. The intent of the discussion is to have the BOPW and Council make the decision as to whether these facilities need to be part of the project.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discuss Ald. Raasch's Request for Participating in NEW Water Municipal Group

Aldersperson Raasch requested the BOPW discuss whether the City should participate in the newly formed NEW Water municipal group created by the Village of Suamico.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and Possible Action on Award for Proposals for Sanitary Sewer Smoke Testing*

ATTACHMENTS:

- 2021 0607 CI_BOPW_Award_Smoke_Testing(DOCX)
- Smoke Testing RFP (PDF)
- 2021 0527 RM_Smoke Testing Proposal (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 7, 2021

RE: **Consideration and possible action on award of Request for Proposals for Smoke Testing***

The Engineering Department received a proposal for Smoke Testing on May 27, 2021. This proposal is for the administration of a smoke testing program at two areas currently experiencing high inflow and infiltration of clear water in our sanitary sewer system. Smoke is blown up the sanitary sewer and escapes the sewer at infiltration points allowing staff to identify potential leaks or required repairs as smoke escapes the sewer to the land surface. All local authorities and residents would be notified of this work prior to its start. The proposal received is as follows:

Contractor	Amount
Ruekert & Mielke, Inc.	\$14,447.00

Staff also requested proposals from Cedar Corporation and Robert E. Lee & Associates, Inc. Cedar Corporation indicated to staff that they are currently too busy to take on this project. No response was received from Robert E. Lee & Associates.

The allocated budget amount for the project is \$30,000 from the Sewage Revenue Fund.

Staff's recommendation is to accept the proposal from Suburban Ruekert & Mielke, Inc. in the amount of \$14,447.00.

Attachments:

2021 0527 RM_Smoke Testing Proposal

Request for Proposals For 2021 Smoke Testing

The City of De Pere would like to invite your firm to submit a proposal to administer smoke testing in sanitary sewer basins previously identified to experience high inflow and infiltration.

Your proposal must be submitted to our office by Thursday, May 27, 2021 at 1:00 P.M. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION:

This is the City's first attempt at a smoke testing program. The intent of this project is to review two smaller sub-basins for inflow and infiltration. Based off the success of this program, the City will consider budgeting for larger smoke testing projects in the future.

The City of De Pere operates and maintains a gravity fed sanitary sewer system which includes well over 100 miles of sewers, and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The GBMSD wastewater treatment facility was purchased from the City on January 1, 2008. The solids generated at the De Pere plant are piped to the Green Bay facility for processing.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events.

In 2019, The City hired Ruekert & Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline the City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. Wastewater monitoring was performed at 18 sites in the De Pere wastewater collection system. Sites were monitored to confirm and further pinpoint areas that were previously identified to have excessive inflow and infiltration amounts. For this project's purposes, the focus will be on the following two sub-basins:

William Street Sub-basin within the Front Street Annex Basin (Basin E-1)

The Front Street Annex basin is 533.2 acres in size and has an average flow of 307.5 gallons per minute (gpm) entering the Green Bay Metropolitan Sewerage District's interceptor running along the Fox River (207.5 gpm under dry conditions). As a whole, this basin has a weighted average peak factor of 3.5 attributed to infiltration and a 5.1 attributed to inflow (during a rainfall event, the system saw 5.1 times the average flow under dry conditions).

This basin was monitored at nine different locations creating nine sub-basins. Further breaking this system down into smaller sub-basins, the peak flow factor attributed to infiltration reached as high as 10.6 on William Street (approx. 16.7 acres).

See Exhibit A for this basin map.

Trailwood Drive (east) Sub-basin within the Aldrin Basin (Basin W-4)

The Aldrin basin is 159.1 acres in size and has an average flow of 99.1 gpm entering the Green Bay Metropolitan Sewerage District's interceptor running along Suburban Drive (82.8 gpm under dry conditions). As a whole, this basin has a weighted average peak factor of 4.6 attributed to infiltration and 5.5 attributed to inflow.

This basin was monitored at six locations creating six sub-basins. Further breaking this system down into smaller sub-basins, the peak flow attributed to infiltration reached as high as 14.7 on Trailwood Drive east of Suburban Drive (approx. 7.0 acres). The peak flow factor attributed to inflow was as high as 16.7 in this same sub-basin.

See Exhibit B for this basin map.

SCOPE OF SERVICES:

The chosen firm will be tasked in administering a smoke testing program with limited assistance from City staff. The majority of correspondence and review will be completed via email and by phone with Chase Kuffel, Assistant City Engineer.

Meetings

The consultant should include three meetings in the proposal as follows:

1. Kickoff meeting
2. Smoke Testing Training Meeting
 - This meeting is to train observers on what to look for and how to document smoke testing findings. City anticipates providing a drone operator and up to five seasonal staff members for observation.

- Observers will need to be equipped to communicate the following benefits of smoke testing with property owners/tenants:
 - i. Identification of sewer gases entering properties.
 - ii. Dry traps in unused toilets, sinks, and drinking fountains.
 - iii. Deteriorated floor drains.
 - iv. Washing machine connections to sanitary laterals with no P trap.
 - v. Deteriorated toilet wax ring.
- 3. Final Report Meeting

Smoke Testing Preparation

The City has identified the following items requiring preparation in advance of smoke testing:

1. Selection of testing date(s).
2. Review of final language for notices to residents/property owners.
3. Preparation and review of smoke testing procedural maps. Maps are to include candle/blower location(s), the review area for each team of observers and the manholes to be used to release smoke from the system. Any rooftops/areas to be targeted by the drone should also be established on separate maps.
4. Verification of need for sewer plugs to isolate testing area. The Trailwood Drive (east) basin may need a plug at the highpoint manhole at 1010 Trailwood Drive.
5. Identify if there are any confined spaces and develop a checklist of safety equipment needed.
 - a. Personal Protective Equipment
 - b. Air Quality Equipment
 - c. Rescue Equipment
6. Preparation of smoke testing observation forms for use during smoke testing operations.

Smoke testing preparation has been broken down by anticipated staff required to complete the items listed above. Mileage is to be paid separate from the hourly rate of identified staff. The anticipated hours are listed in the attached fee schedule.

Smoke Testing Observation

The City anticipates smoke testing to take place on two separate dates targeting one basin per day. Observers will monitor the identified basins and document the inflow and infiltration sources for inclusion in the final findings report. Observers are to record their inspections on forms for each set-up and photograph cross-connections, defects, and smoke leaks. A paint mark shall be left in the field such that City staff can locate the inflow and infiltration source in the future for GPS mapping.

Smoke testing observation has been broken down by estimated staff required. The actual amounts will vary based on actual staffing needed. Mileage is to be paid separate from the hourly rate of identified staff. The anticipated hours are listed in the attached fee schedule.

Final Report Preparation

After the completion of smoke testing, the prepare and draft a final report outlining the location of smoke testing and steps taken in advance of the smoke testing date. All sources of inflow and infiltration identified through this program shall be outlined in the report with a mapped exhibit of findings. The report will include an estimate of flow rates of identified inflow and infiltration sources.

The following flow rates have been provided to the City in the July 2020 Ruekert & Mielke report:

Table 1 - Flow Rate of Inflow Sources ^(a)

Defect/Source	Flow Rate ^(b)
Cleanouts	1.5 gpm
Building Laterals	2.1 gpm
Area Drains ^(c)	9.1 gpm
Sump Pumps	2.3 gpm
Downspouts	14.5 gpm

(a) City of Tulsa information from "Control of Infiltration and Inflow" WEF, 1999

(b) Based on a 1-year 60-minute storm intensity

(c) Includes patio and driveway drains, etc.

A final draft of this report will be presented to the City of De Pere Board of Public Works for informational consideration.

SCHEDULING:

The City anticipates taking proposals to the Board of Public Works and Common Council on June 7 and June 15, 2021 for consideration and approval. Smoke testing is planned to occur during the summer dry season between July 6 and September 30, 2021. The final report of findings shall be submitted by October 29, 2021 for presentation to the Board of Public Works in November.

The City plans to use the findings of this project to further promote its efforts in combatting inflow and infiltration.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,

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

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

FEE:

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

DELIVERY:

The deliverables for the project include the following:

- Paper copies of inspection forms documenting all inflow and infiltration sources.
- Electronic photos of inflow and infiltration corresponding with inspection forms. Photos should be labeled to correspond with inspection forms by location.
- A final findings report in a Microsoft Word document and PDF format.
- An estimate of flow rates of inflow and infiltration sources in a Microsoft Excel spreadsheet.

ADDITIONAL INFORMATION:

The City will provide the following to the consultant for the smoke testing program:

- Sanitary system maps and basin delineations for the William Street and Trailwood Drive (east) sub-basins.
- 2020 Inflow and Infiltration Study and Clear Water Mitigation Plan completed by Ruekert & Mielke, Inc.
- The City has a drone and pilots available to assist in monitoring. A minimum of two-week notice should be provided. The ability to use the drone will be weather dependent. The drone is limited to 20 minutes of air time per battery, with only five batteries available per testing day.
- The City can provide up to five seasonal staff members to assist in walking the testing areas.
- GPS coordinates of observed I/I sources.

Additionally, the City will complete the following in advance of the smoke testing dates:

- Notification to the Green Bay Press Gazette one week in advance of smoke testing.
- Advance notice letter to residents/property owners one week in advance of smoke testing.
- Placement of door hangers throughout the smoke testing areas.
- Notification to emergency services.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

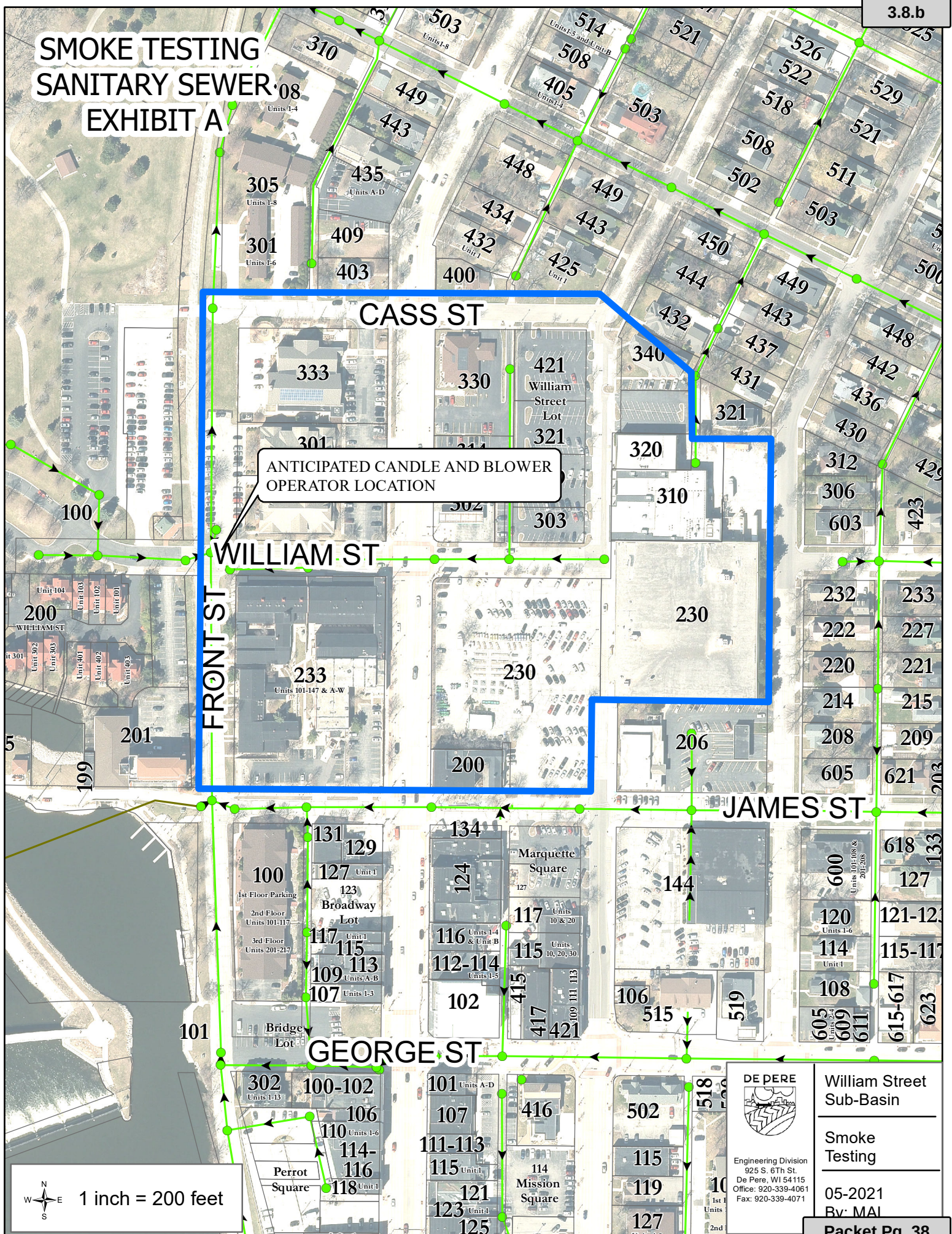
Signature: _____

Fee (Total): _____

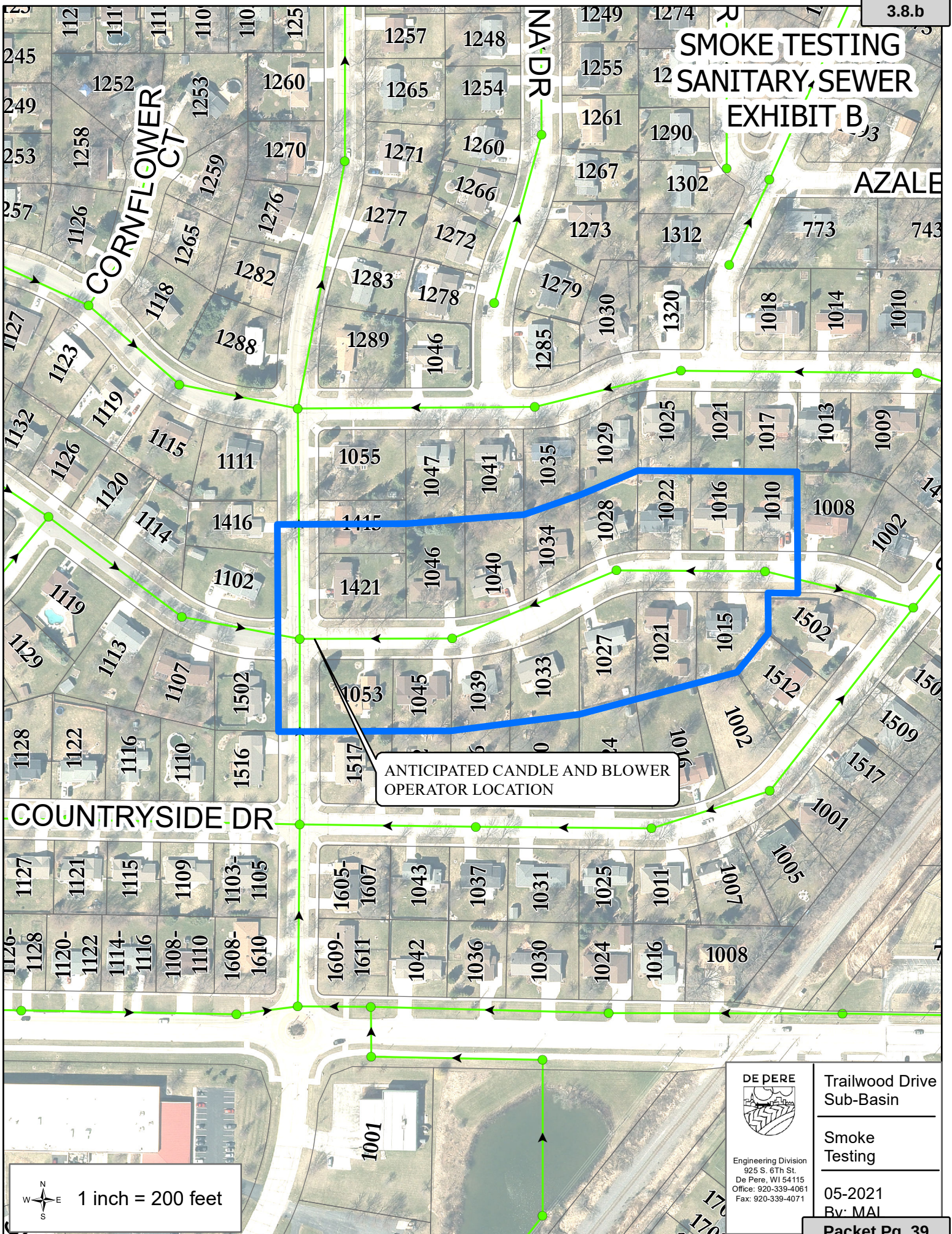
Item #	Description	Unit	Quantity	Unit Price	Total
Meetings					
M-1	Kick-Off Meeting	LS	1	\$	\$
M-2	Smoke Testing Training Meeting	LS	1	\$	\$
M-3	Final Report Meeting	LS	1	\$	\$
Smoke Testing Preparation					
STP-1	Clerical	HR	8	\$	\$
STP-2	Project Manager	HR	20	\$	\$
STP-3	Technician	HR	12	\$	\$
STP-4	Mileage	MI	50	\$	\$
Smoke Testing Observation					
STO-1	Project Manager	HR	12	\$	\$
STO-2	Blower Operator	HR	12	\$	\$
STO-3	Observers	HR	36	\$	\$
STO-4	Mileage	MI	500	\$	\$
Deliverables					
D-1	Final Report Preparation	LS	1	\$	\$
PROPOSAL TOTAL					\$

Note: Staff hours are estimated and will be paid based on actual hours completed.

SMOKE TESTING SANITARY SEWER EXHIBIT A



SMOKE TESTING SANITARY SEWER EXHIBIT B



ANTICIPATED CANDLE AND BLOWER
OPERATOR LOCATION



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Trailwood Drive
Sub-Basin

Smoke
Testing

05-2021
By: MAI

Packet Pg. 39

1 inch = 200 feet

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

THIS AGREEMENT made and entered into this ____ day of _____, 2021, 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

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: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template12-8-20.docx

May 27, 2021

Mr. Chase K. Kuffel
 Assistant City Engineer
 City of De Pere
 925 S. Sixth Street
 De Pere, WI 54115

Re: 2021 Smoke Testing

Dear Mr. Kuffel,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for the 2021 Smoke Testing Program. This letter presents our proposed scope of services, time schedule, and fee based on your request for proposal (RFP) dated May 12, 2021.

Study Description

The 2021 Smoke testing Program is described in detail in the RFP and includes smoke testing two areas: William Street Sub-Basin within the Front Street Annex Basin E-1, and Trailwood Drive (East) Sub-Basin within the Aldrin Basin W-4.

Scope of Services

The following services will be provided in the 2021 Smoke Testing Program:

1. Meet with City staff in a kickoff meeting.
2. Attend a meeting to train City observers on smoke testing procedures, locating illegal cross connections in the sewer service area, public communication, and proper recording and documentation of the findings.
3. Review sewer mapping and identify tentative smoke blower set up locations.
4. Assist City in preparing notices to residents/property owners.
5. Prepare and review smoke testing procedural maps with observers.
6. Prepare maps of areas in smoke testing basins that need inspection of rooftops with drone.
7. Locate sewers in basins that need sewer plugs to isolate smoke travel.
8. Identify if confined space entry is required and prepare list of safety equipment needed.
9. Prepare smoke testing observation forms for use during smoke testing to identify cross connections, defects, and observed smoke.
10. Provide a paint mark on inflow and infiltration sources to provide locations for GPS mapping.
11. Prepare a final report outlining steps taken in program, locations of smoke tested area and smoke blower set ups, identified sources of inflow and infiltration in tabular format and shown on mapping, and an estimate of flow rates of the identified inflow and infiltration sources.
12. Present final draft of report to City of De Pere Board of Public Works.
13. Provide the following deliverables to the City:
 - Paper copies of inspection forms documenting all inflow and infiltration sources.
 - Electronic photos of inflow and infiltration corresponding with inspection forms. Photos should be labeled to correspond with inspection forms by location.
 - A final finding report in a Microsoft Word document and PDF format.
 - An estimate of flow rates of inflow and infiltration sources in a Microsoft Excel spreadsheet.



Mr. Chase K. Kuffel
 2021 Smoke Testing
 May 27, 2021
 Page 2

Time Schedule

It is anticipated the smoke testing will be performed during the dry weather period of July 6 to September 30, 2021, and the final report will be submitted to the City by October 29, 2021.

Fee

The fees for services provide as outlined in the RFP are included in the attached Proposed Fee Schedule. Please contact Taryn Nall or myself if you have any questions or if you need additional information. The fee schedule below is included for any additional services.

Item	Fee	Unit
Senior Engineer	\$122	Per Hour
Engineer	\$106	Per Hour
Registered Land Surveyor	\$100	Per Hour
Senior Technician	\$105	Per Hour
Technician	\$78	Per Hour
Clerical	\$68	Per Hour
Mileage	\$0.58	Per Mile

Respectfully,

RUEKERT & MIELKE, INC.

Colin L. Meisel, P.E. (IA, IL, IN, MI, MN, WI)
 Team Leader
cmeisel@ruekert-mielke.com

CLM:nah
 Enclosure



Mr. Chase K. Kuffel
2021 Smoke Testing
May 27, 2021
Page 3

Additionally, the City will complete the following in advance of the smoke testing dates:

- Notification to the Green Bay Press Gazette one week in advance of the smoke testing.
- Advance notice letter to residents/property owners one week in advance of smoke testing.
- Placement of door hangers throughout the smoke testing areas.
- Notification to emergency services.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: Ruekert & Mielke, Inc.

Company Address: 1400 Lombardi Avenue, Suite 101S

Company Address: Green Bay, WI 54304

Company Representative: Ryan T. Amtmann, P.E.

Signature: 

Fee (Total): \$14,447.00



Mr. Chase K. Kuffel
 2021 Smoke Testing
 May 27, 2021
 Page 4

Item #	Description	Unit	Quantity	Unit Price	Total
Meetings					
M-1	Kick-Off Meeting	LS	1	\$425	\$425
M-2	Smoke Testing Training Meeting	LS	1	\$850	\$850
M-3	Final Report Meeting	LS	1	\$425	\$425
Smoke Testing Preparation					
STP-1	Clerical	HR	8	\$68	\$544
STP-2	Project Manger	HR	20	\$122	\$2,440
STP-3	Technician	HR	12	\$78	\$936
STP-4	Mileage	MI	50	\$0.58	\$29
Smoke Testing Observation					
STO-1	Project Manager	HR	12	\$122	\$1,464
STO-2	Blower Operator	HR	12	\$78	\$936
STO-3	Observers	HR	36	\$78	\$2,808
STO-4	Mileage	MI	500	\$0.58	\$290
Deliverables					
D-1	Final Report Preparation	LS	1	\$3,300	\$3,300
Proposal Total					\$14,447



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and Possible Action on Award of Request for Proposals for Project 21-21 Pond Trapping*

ATTACHMENTS:

- 2021 0607 CI_BOPW_Award_21-21 (DOCX)
- Project 21-21_RFP_Package (PDF)
- 2021 0527 Proposal_Project_21-21_SWS (JPEG)

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 7, 2021

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

The Engineering Department received a proposal for Project 21-21 Pond Trapping on May 27, 2021. The work is for the trapping of muskrats at storm water detention ponds. Many of the City's ponds are experiencing issues with muskrats burrowing into the pond embankments which can lead to side slope failures. Additionally, the City receives complaints regarding muskrats at our ponds. The proposal received is as follows:

Contractor	Amount
Suburban Wildlife Solutions, LLC	\$19,873.00

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

Staff's recommendation is to accept the proposal from Suburban Wildlife Solutions, LLC in the amount of \$19,873.00.

Attachments:

2021 0527 Proposal_Project_21-21_SWS

**Request for Proposals
For
Trapping Services**

The City of De Pere would like to invite your company to submit a proposal for muskrat trapping in 2021-2022.

Your proposal must be submitted to our office by Thursday, May 27, 2021 at 1:00 p.m.

GENERAL INFORMATION:

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

SCOPE OF SERVICES:

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

1. SW Business Park Pond System
2. Honeysuckle Pond and Swale
3. Scheuring – Suburban Pond
4. Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
5. SW Lawrence – Grant Ponds
6. Killarny Pond
7. 1851 Enterprise (Woodchuck Trapping)

Muskrat removal shall consist of two trapping periods in each pond with each period lasting seven days. Upon completion of a trapping period, submit a report to the City listing the date of the trapping period and the number of muskrats removed from each pond.

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

SCHEDULING:

This RFP will result in an agreement between the City of De Pere and the selected Trapper on or around the City's storm water Facilities terminating March 31, 2022.

SITE ACCESS

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

1. Exhibit #1: SW Business Park Pond System
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #6 for traffic control requirements.)
 - Southbridge Road
 - American Court
 - Samantha Park
 - Any of the storm sewer easements shown on the exhibit, access by foot only
2. Exhibit #2: Honeysuckle Pond and Swale
 - Lawrence Drive Parking Lane
 - Red Maple Extended west of American Boulevard
 - Parking on the grassed terrace on American Boulevard
(See Exhibit #6 for traffic control requirements.)
3. Exhibit #3: Scheuring – Suburban Pond
 - Park on Suburban Drive, walk around to access from asphalt path along Scheuring Road
4. Exhibit #4: Exit 161 Roundabout (Hwy 41 – Scheuring) Pond
 - Access site from Preserve Trail
5. Exhibit #5: SW Lawrence – Grant Ponds
 - Parking on the grassed terrace on Lawrence Drive.
(See Exhibit #6 for traffic control requirements.)
6. Exhibit #6: Killarny Pond
 - Access site from Killarny Trail on the north side of the pond.
7. Exhibit #7: 1851 Enterprise Drive
 - Park onsite.

INSURANCE:

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

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

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

PROPERTY PROTECTION:

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

FEE:

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

DELIVERY:

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

ADDITIONAL INFORMATION:

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

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

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

Exhibits of each site are attached.

Proposed Fee Schedule

Company Name: _____

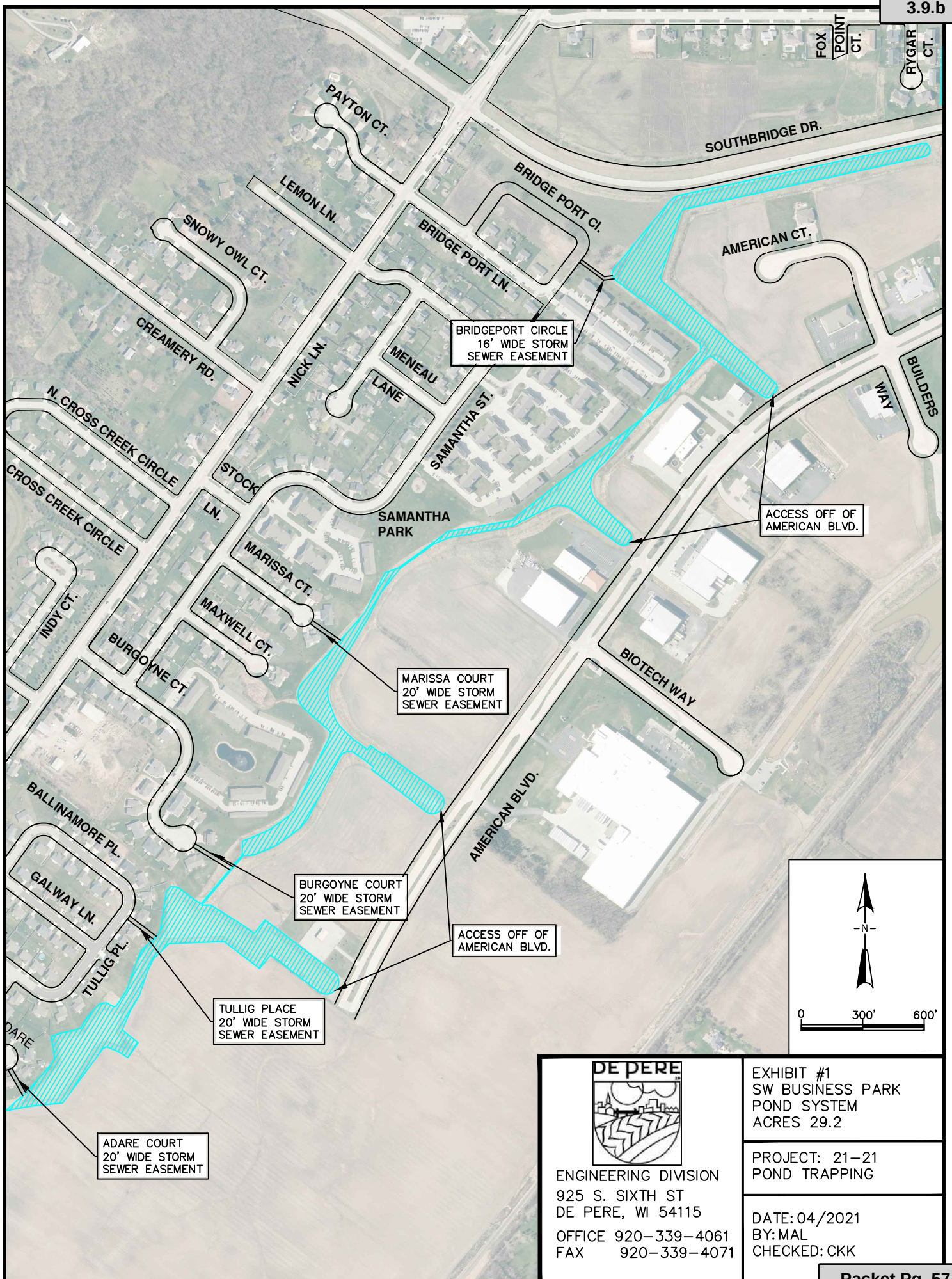
Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item #	Description	Unit	Quantity	Total
1	SW Business Park Pond System	ACRES	29.2	\$
2	Honeysuckle Pond and Swale	ACRES	8.4	\$
3	Scheuring – Suburban Pond	ACRES	2.6	\$
4	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	\$
5	SW Lawrence – Grant Pond	ACRES	4.9	\$
6	Killarny Pond	ACRES	3.4	\$
7	1851 Enterprise Drive	ACRES	1.7	\$
PROPOSAL TOTAL:				\$

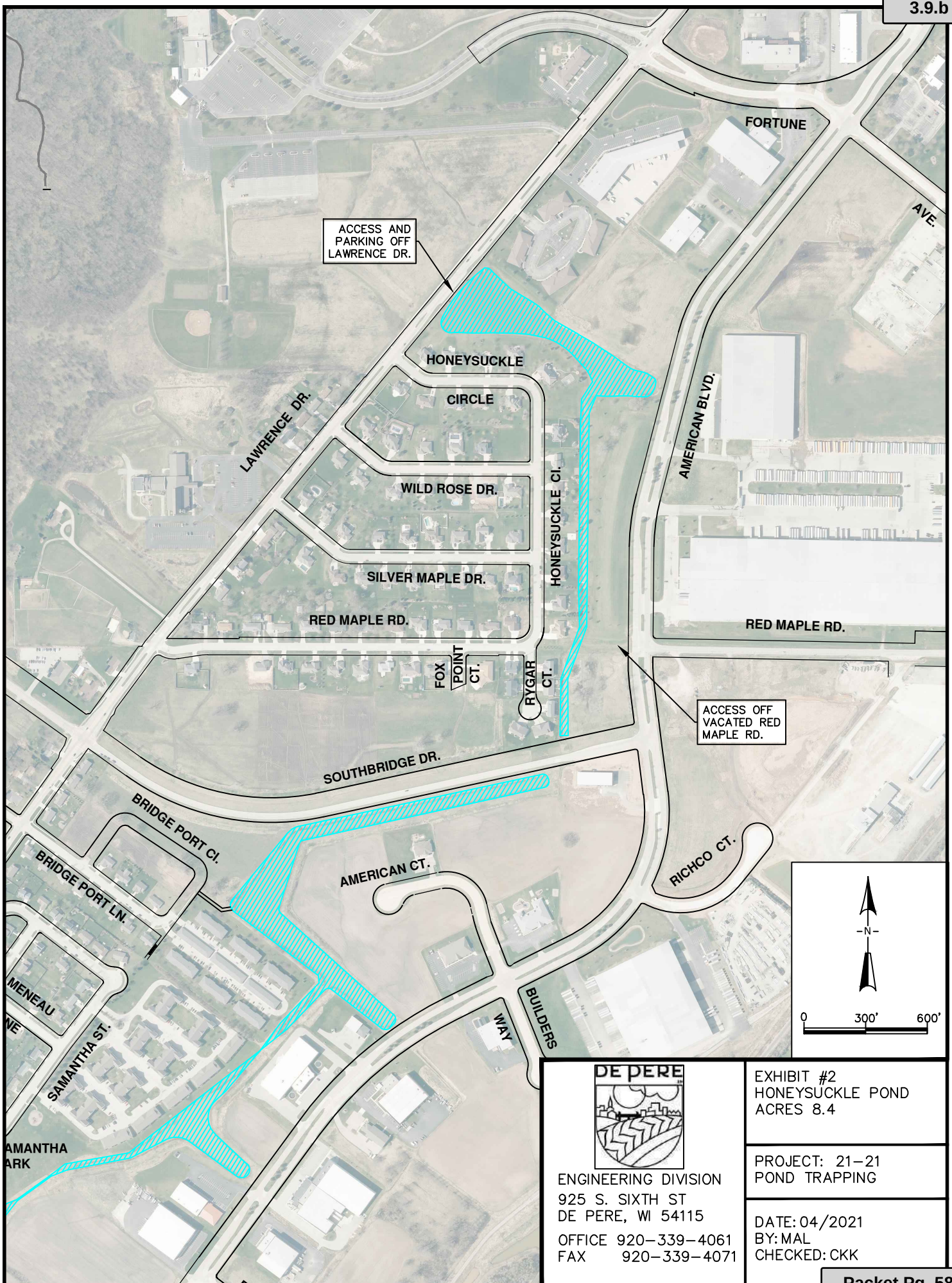


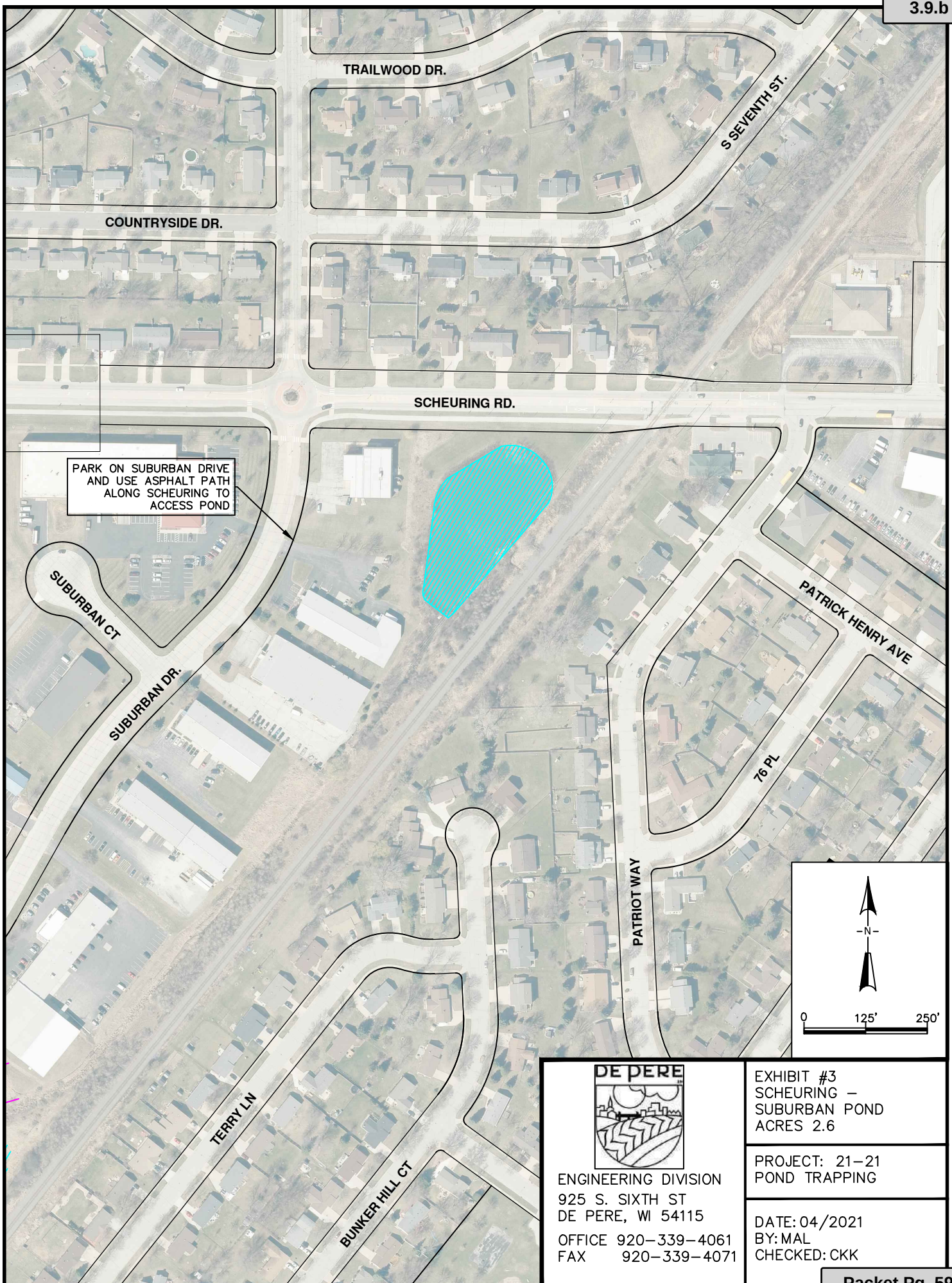
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

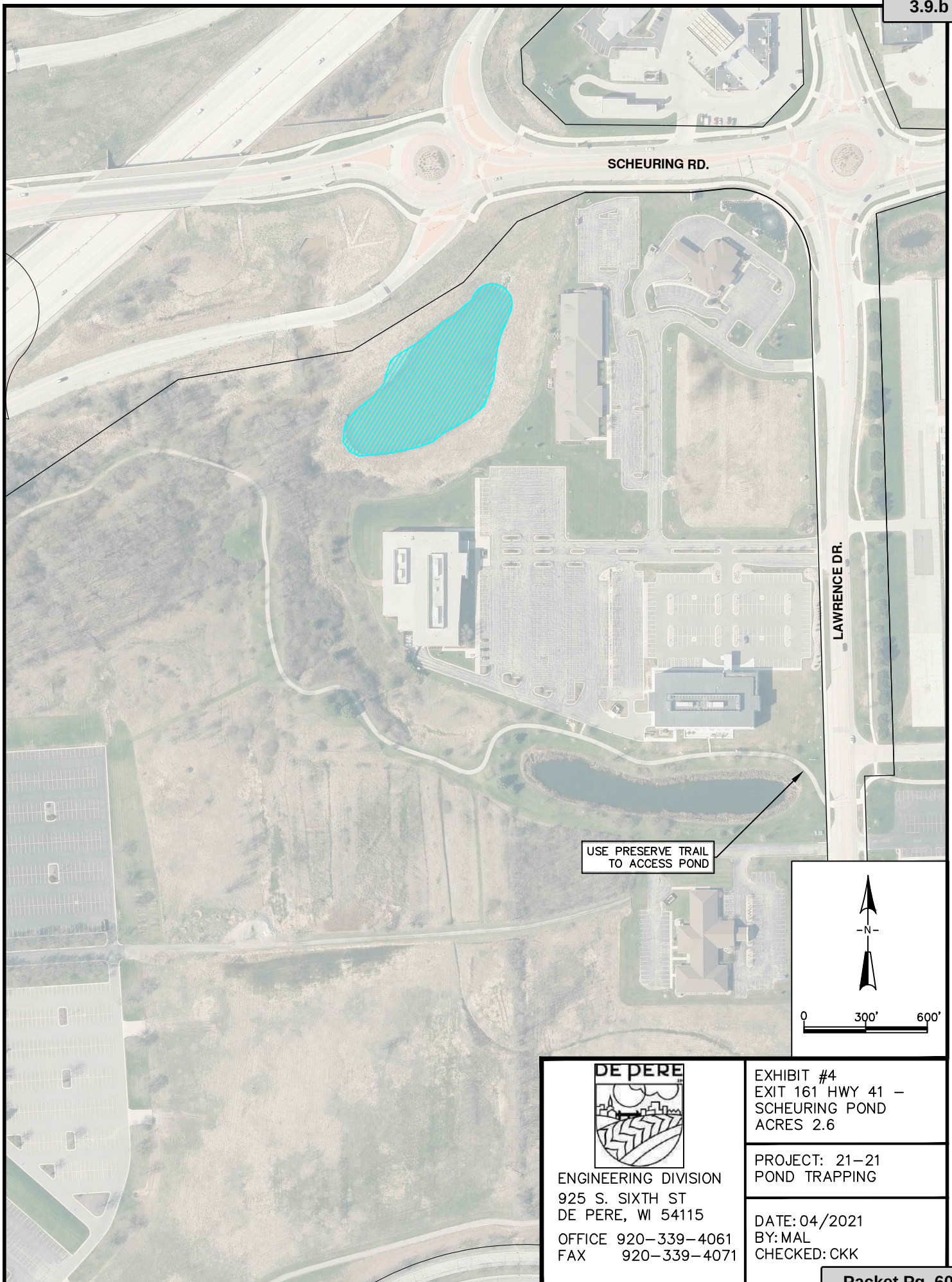
EXHIBIT #1
SW BUSINESS PARK
POND SYSTEM
ACRES 29.2

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK





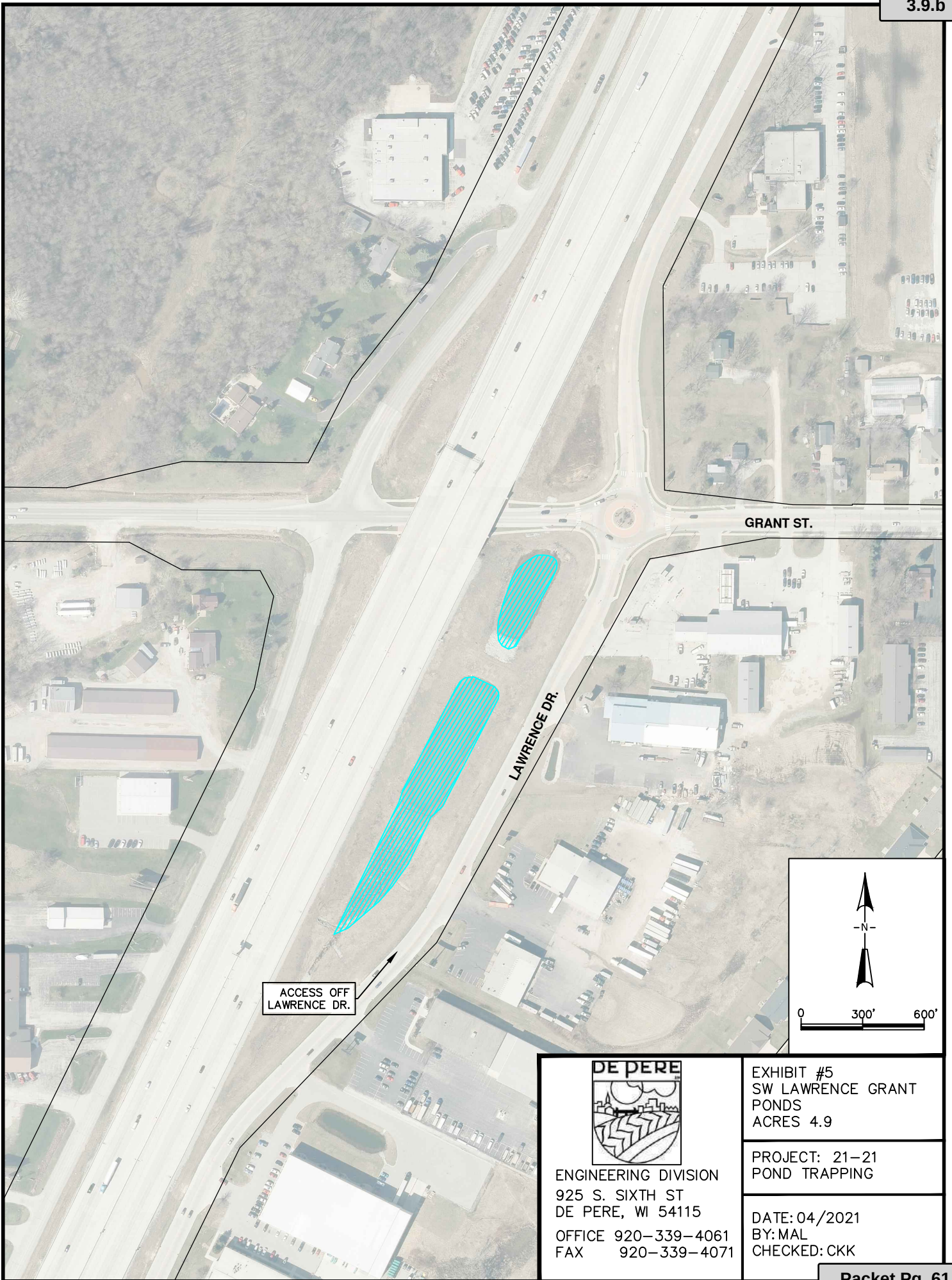


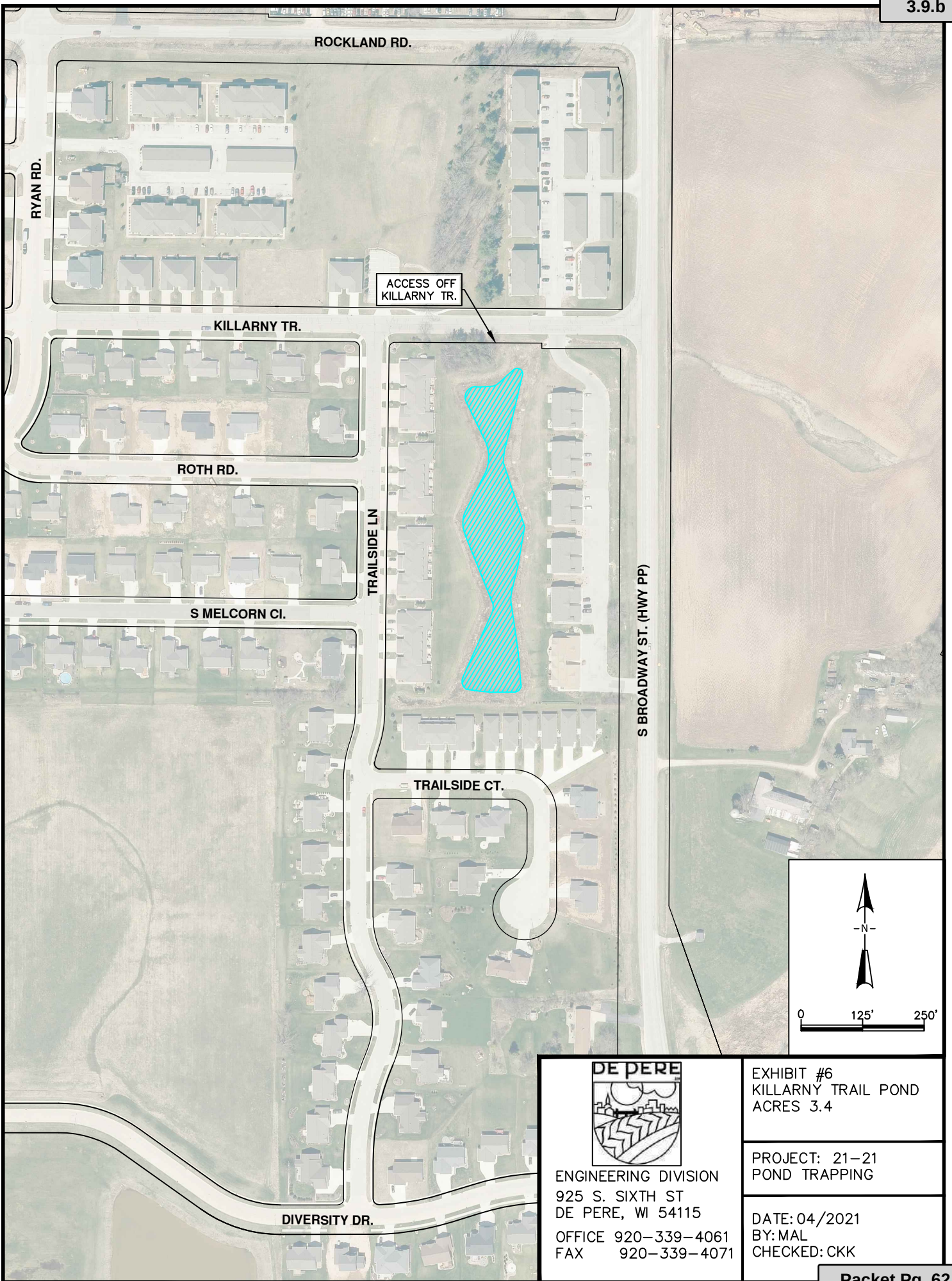
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

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

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK



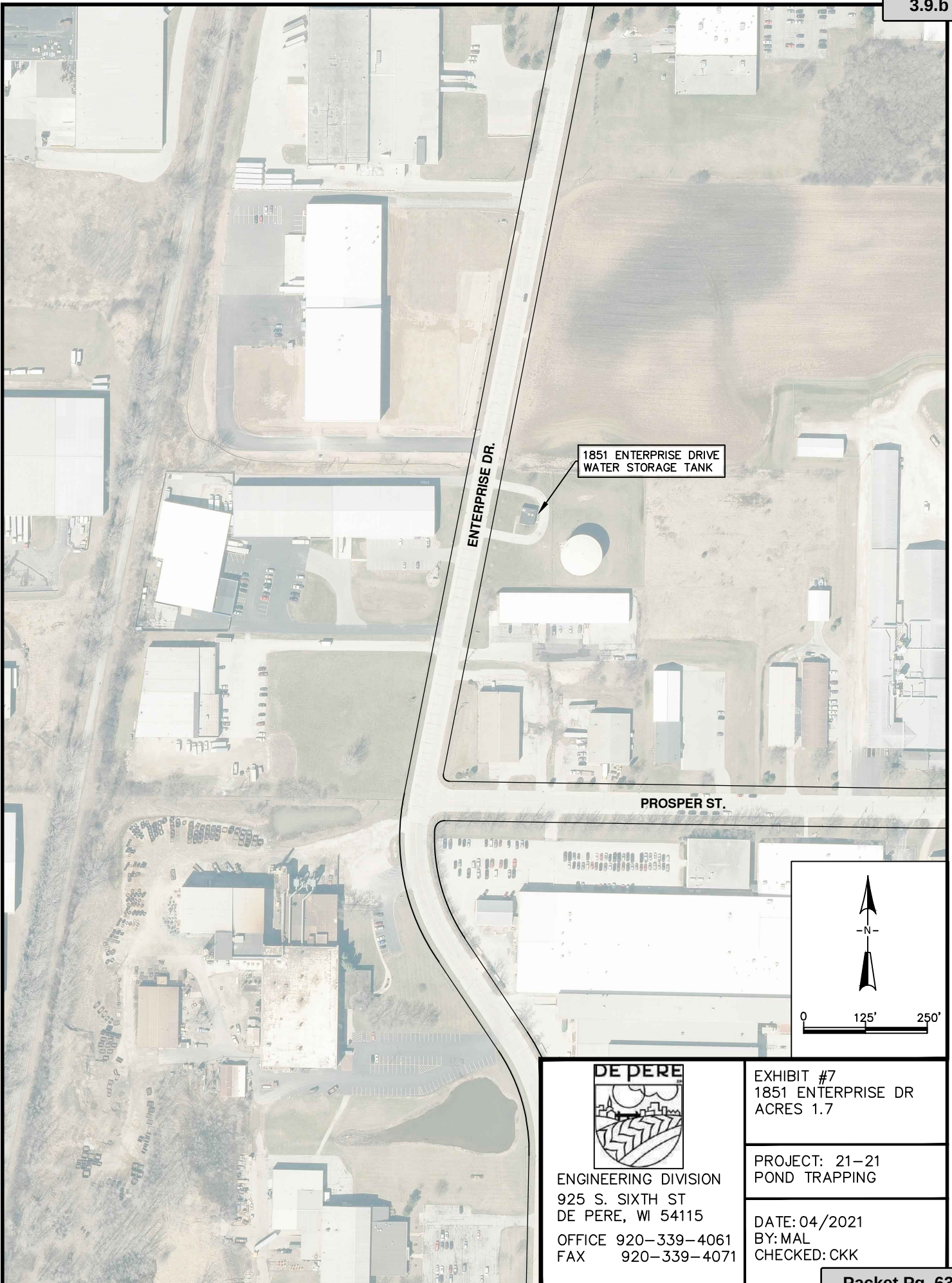


ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

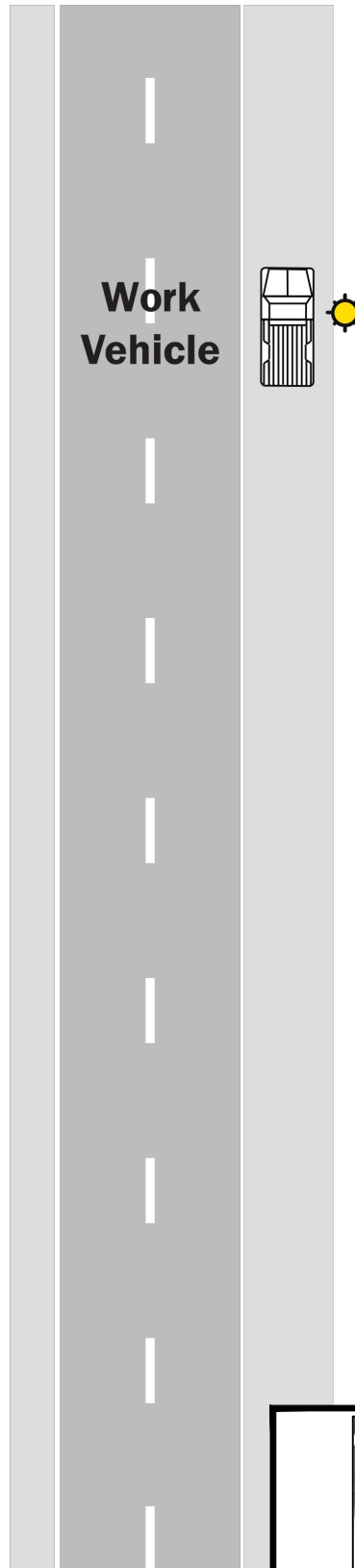
EXHIBIT #6
 KILLARNY TRAIL POND
 ACRES 3.4

PROJECT: 21-21
 POND TRAPPING

DATE: 04/2021
 BY: MAL
 CHECKED: CKK



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



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

EXHIBIT #8
WORK VEHICLE PARKED
ON SHOULDER

PROJECT: 21-21
POND TRAPPING

DATE: 04/2021
BY: MAL
CHECKED: CKK

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

THIS AGREEMENT made and entered into this ____ day of _____, 2021, 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

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.

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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: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant Agreement Template12-8-20.docx

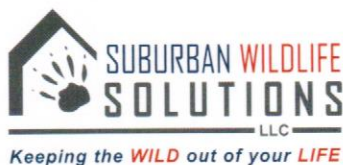
Proposed Fee Schedule

Company Name: Suburban Wildlife Solutions LLCCompany Address: N 1940 City Rd CCCompany Address: Kaukauna WI 54130Company Representative: Kurt SchroederSignature: Kurt Schroeder

Item #	Description	Unit	Quantity	Total
1	SW Business Park Pond System	ACRES	29.2	\$ 6,344.00
2	Honeysuckle Pond and Swale	ACRES	8.4	\$ 3,344.00
3	Scheuring – Suburban Pond	ACRES	2.6	\$ 1,344.00
4	Exit 161 Roundabout (Hwy 41 – Scheuring) Pond	ACRES	2.6	\$ 3,594.00
5	SW Lawrence – Grant Pond	ACRES	4.9	\$ 1,600.00
6	Killarny Pond	ACRES	3.4	\$ 1,600.00
7	1851 Enterprise Drive	ACRES	1.7	\$ 1,082.00
PROPOSAL TOTAL:				\$ 18,908.00

Add Professional Liability Insurance if Deemed needed \$ 965.00

\$ 19,873.00



Kurt Schroeder

Cell Phone: 920-228-1033

SuburbanWS@gmail.com

www.SuburbanWildlifeSolutionsLLC.com

L Pond Trapping\400- Plans & Specifications\CE_CN_RFP_Trapping.docx

4 of 4



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: June 7, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consider and Possible Action on Compliance Maintenance Annual Report for Wastewater Collection System*

ATTACHMENTS:

- 2021 0607 CI_BOPW_Consider_CMAR (DOCX)
- De Pere CMAR-Draft (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 7, 2021

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

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

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

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

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., CWP 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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

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

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

☒ Yes

☐ No

If No, please explain.

4. Future Planning

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

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

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Repairs and Reconstruction	628000	2021
2	Sewer Lining	516000	2021
3	Sewer Repairs and Reconstruction	650000	2022
4	Sewer Lining	500000	2022
5	Sewer Repairs and Reconstruction	650000	2023
6	Sewer Lining	266000	2023
7	Sewer Repairs and Reconstruction	650000	2024
8	Sewer Lining	266000	2024
9	Sewer Repairs and Reconstruction	650000	2025
10	Sewer Lining	266000	2025

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	175	
February	102	
March	87	
April	88	
May	93	
June	106	
July	312	
August	271	
September	128	
October	130	
November	178	
December	158	
Total	1,828	0
Average	152	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:

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: 6/4/2021 Reporting For: 2020

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. The lift station was just constructed in 2019.	

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Sanitary Sewer Collection Systems

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

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

- ☒ Yes
- ☐ No

If No, explain:

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

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

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

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

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

Does this chapter of your CMOM include:

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

Sewer Use Ordinance

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

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

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

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

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

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

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.

34.1	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
0	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)
0.00	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
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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 **2020**

- No

If Yes, please describe:

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

No changes

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

The City continues to rehabilitate the system through relay and lining of the sewer main and sewer laterals in the right of way. The City completed from flow monitoring in 2020 and plans to complete some smoke testing in 2021.

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

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Grading Summary

WPDES No: 0047341

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

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

3.10.b

De Pere Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

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

Financial Management: Grade =

Collection Systems: Grade = A

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

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

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

G.P.A. = 4.00