Board of Public Works

Regular Meeting

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

Agenda

Monday, April 10, 2023 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 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 **April 10, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call

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

III. Items

1. Approval of the March 13, 2023 Board of Public Works Meeting Mintues
2. Consideration and possible action on Preliminary Resolution for Special Assessments for Storm Sewer Main and/or Laterals
3. Consider and Possible Action on Rock the Dock Request to Use Public Parking Lots*
4. Update for Private Water System Inspection and Maintenance
5. Consideration and possible action on Community Development Block Grant Application Resolution for Authorizing a Guarantee to Match Funds*
6. Discuss Alderperson Hansen's Request to Analyze Parking On George Street to Determine if Additional Parking Restrictions are Required to Improve Visibility at Various Intersections
7. Consideration and possible action on sump pump installation program
8. Consideration and Possible Action on Enterprise Drive Reservoir Cleaning and Overcoating*
9. Consideration and possible action on award of Contract 23-09 Pond and Drainage System Construction*

10. Consideration and possible action on reconstruction of additional alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation*
11. Consideration and possible action on Ald. Hansen request for hot mix asphalt patch on Merrill Street
12. Consider and Possible Action on Wayfinding Signs*

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, April 10, 2023 so that arrangements can be made.

Agenda Sent To:
MAYOR
ALDERPERSONS
DEPARTMENT HEADS
DEFINITELY DE PERE
4K RESIDENTIAL PROPERTIES LLC
ADAM & PRISCILLA MCALLISTER
ALEX P OLSZEWSKI
ALEXANDER G FIALA

ARNOLD SILVATORRES, ETAL
BRADLEY LECLAIR
BRIAN LAUX
DANIEL J & JOANNE M VANCAMP
DAVID J SOLPER, ETAL
DKG INVESTMENTS
ERIC D & HEATHER K PETERSON
GARY J & JULIE ALBERS
JACOB MCKINLEY TAYLOR
JAMES P BLAHA
JANICE K CHERRY
JENNIFER BERENDSEN
JENNIFER J FRANTZ
JORDYN C KING
KIM L & VICTORIA J EBBEN
LEE E & KAREN A AANONSEN
LOWELL D FERRIS
MICHAEL J KOSTREWA
NICHOLAS D & JESSICA L OLP
PAMELA J SCHMIDT

PETER G & MARY C KIRSCHLING
RICHARD P DALLAIRE
ROBERT J & MARY J PFOTENHAUER
SABRINA D SHAW
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
ADVANCE CONSTRUCTION, INC
SURITA H ESSEX, ETAL
THOMAS J & MARIBETH GRZYWA
TIMOTHY G GONGOLL, ETAL
TRAVIS S KELM
WOLFF CHRISTINE H REVOCABLE LIVING TRUST
DANIEL LEY
KEVIN HAYNES
AARON N HILPIPRE
WILLIAM A & ELIZABETH D ANDERSON
STEPHEN E & KELLY J KRUMMEL
DANIEL A JOPPE
VENGROWSKY CAROL J REVOCABLE TRUST
LAURA A CLARK TRUST OF 2020
MICHAEL J HOLLY
DAVID B & VIRGINIA A REINARDY
MATTHEW J JACOBS
DENNIS J ALLIE, ETAL
DAVID R & SHERRY L JANUS
MOLLIE A GORAL
ZACHARY S QUELLA
TIMOTHY G ABEL
SARA J CASPERSON
LORI A NIES
BILLE J FREEMORE
COTT WALTER G & SUSAN M REVOCABLE TRUST
JOHN L & JUDITH A LERCH
NICOLE R DERUYTER
GREENFIELD WILLIAM E & MARGARET ANN

	RYAN TRUST
ROCK THE DOCK-DAWN PARADISO-HANSEN	MSA PROFESSIONAL SERVICES

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Board of Public Works**
FROM:	**Betty Sellenheim**
SUBJECT:	**Approval of the March 13, 2023 Board of Public Works Meeting Mintues**

ATTACHMENTS:

- 2023 0313 BOPW_Drafts Minutes (PDF)

Board of Public Works

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

Regular Meeting

Draft Minutes

Monday, March 13, 2023 | 7:30 PM | Council Chambers and Virtual

I. Call to Order

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

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

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Betty Sellenheim, Recording Secretary
Jeremy Muraski, Police Chief (Remote)
Dave Rasmussen, MSA Professional Services (Remote)
Alderperson John Quigley (Remote)

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

None

III. Items

1. Approval of the February 13, 2023 Board of Public Works Meeting Minutes

   Alderperson Carpenter moved to approve the February 13, 2023 Board of Public Works Meeting Minutes, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action on Request to Allow Overnight Parking on City Streets*

   Scott Thoresen, Public Works Director, outlined the request and past discussions amongst staff and elected officials on allowing overnight parking on City streets. Mr. Thoresen outlined four possible options including: status quo/no changes, odd/even parking, no overnight restrictions, and seasonal restrictions.

   Alderperson Ledvina asked if consideration was made for a permit process for residents to be exempt from parking restrictions if they received a permit after proving a hardship. Jeremy Muraski, Police Chief, replied that current mechanisms are not in place to adequately track a permit system. Mayor Boyd added that a permit system is a potential future part of the follow-up of the recent parking study. Alderperson Hansen added from

a discussion he had with staff, that a possible TID district could assist with funding some of the technological parts of the permit system. Alderperson Raasch stated his concerns about relaxed parking restrictions impacting services such as leaf collection, garbage collection, street sweeping, etc. Mr. Thoresen stated that he does anticipate these services being impacted if the parking restrictions were relaxed, primarily due to cars not being moved for multiple days. Mr. Thoresen added that these immobile vehicles would be reported on a complaint basis to the Police Department for investigation and enforcement. Chief Muraski added that his department has received an increased number of complaints about recreational vehicles and trailers parked on the street and thought that would become an increased issue if restrictions were eliminated. Alderperson Ledvina stated in her time as an elected official, she has received one call regarding parking on City streets and it was a complaint regarding vehicles parked on the street overnight. Alderperson Carpenter added that the only parking calls he receives are against parking on the City streets. Alderperson Carpenter added that understood that hardship cases may exist. Alderperson Carpenter was not in favor of relaxing restrictions entirely, but would consider seasonal restrictions. Mayor Boyd asked for clarification on exemptions. Chief Muraski outlined the exemptions allowed per current City Ordinance. Alderperson Raasch stated he receives a couple complaint calls each year regarding parking, generally around the campus. Alderperson Raasch was not in favor of relaxing restrictions entirely, but would consider seasonal restrictions. Alderperson Quigley shared in favor of having a change to the ordinance and stated that multiple municipalities in the area offer some level of overnight parking and still maintain services. Alderperson Hansen asked if alternate side parking would cause enforcement issues. Chief Muraski stated it should not be an issue once officers and the public learn the new restrictions. Alderperson Hansen spoke in favor of a hybrid option of seasonal-alternate restrictions or a permit system.

Alderperson Carpenter moved to keep overnight parking at status quo, seconded by Alderperson Raasch.

Alderperson Ledvina requested information in regards to how many residents utilized the relaxes restrictions during COVID times. Chief Muraski stated that there was an increase in on-street parking, but could not tell if it was because it was temporarily allowed or if it was because more residents were home with businesses and schools being closed.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on Community Development Block Grant Citizen Participation Plan and Resolution for Street Improvement Projects*

Scott Thoresen, Public Works Director, explained the Citizen Participation Plan and resolution as required by the Community Development Block Grant.
Dave Rasmussen, MSA Professional Services, further outlined the grant process, next steps, and requirements.

Alderperson Carpenter moved to approve the Community Development Block Grant Citizen Participation Plan and Resolution, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on Community Development Block Grant Application Resolution for Street Improvement Projects*

Scott Thoresen, Public Works Director, explained the Community Development Block Grant Application Resolution.

Mayor Boyd moved to approve the Community Development Block Grant Application Resolution for Street Improvements, 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

5. Consideration and possible action on 2022 Draft Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*

Eric Rakers, City Engineer, summarized the key aspects of the MS4 stormwater report and City achievements. Mr. Rakers highlighted work completed in 2022 for stormwater management and resources provided by NEWSC (Northeast Wisconsin Stormwater Consortium), along with anticipated work for 2023.
Alderperson Carpenter asked what the numbers correlate to for monitoring on the stormwater inventory. Mr. Rakers explained that each facility has a form and those numbers correlate back to the form completed for the inspection on each facility. Alderperson Carpenter asked how staff is mitigating or educating residents on their responsibilities and what can and cannot happen at facilities. Mr. Rakers explained the process that is followed when staff finds issues or concerns including leaves, grass clippings, and brush that has been deposited in or around a facility. Mayor Boyd asked if these concerns are highlighted through the website or social media. Mr. Rakers stated the NEWSC sends monthly topics that are relevant at that time of year and these are posted for public education. Mr. Rakers and Mayor Boyd both agreed that topics such as grass clippings, brush, and yard waste disposal could be highlighted more.

Alderperson Raasch moved to approve the 2022 annual report for submission to the Wisconsin Department of Natural Resources, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

6. Consideration and possible action on Award of Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Alderperson Raasch asked if staff is observing a change in pricing as multiple bidders were under budget. Mr. Rakers explained that staff did adjust the budget to accommodate increased pricing, but stated that prices were down compared to last year on portions of the alley work. Alderperson Hansen asked if staff considers adding more alley work, if projects are under budget. Mr. Rakers stated he would want to know prices from the street resurfacing project (23-07), but stated if funds were available, it could be discussed.

Mayor Boyd moved to approve award of Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation to Kruczek Construction in the amount of $1,305,000, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on Award of Contract 23-03 Sewer Lining*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers explained how the storm sewer section cannot be altered and will need to be funded, but sanitary sewer sections can be eliminated if funds are not available.

Mayor Boyd moved to approve award of Contract 23-03 Sewer Lining to Insituform Technologies in the amount of $693,336.30, seconded by Alderperson Ledvina.

Alderperson Raasch asked if the bid should be awarded in its entirety. Mr. Rakers explained that the bid can be either awarded or rejected and that on projects with unit price bids, sections can be eliminated after the fact.

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

8. Consideration and possible action on Award of Contract 23-04 Kingston Preserve Utility and Street Construction*

Eric Rakers, City Engineer, explained the project, project limits, and funding.

Mayor Boyd moved to approve award of Contract 23-04 Kingston Preserve Utility and Street Construction in the amount of $1,261,000 contingent upon final plat approval, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

9. Consideration and possible action on Special Charge Rates for 2023 Sidewalk Repair Orders and Gap Sidewalk Orders

Eric Rakers, City Engineer, explained the sidewalk repair area for 2023 and outlined the charge rates for new and replacement sidewalk. Mr. Rakers added that in recent years, the Board has allowed a five year payback option for charges over $1,000.

Alderperson Raasch moved to approve the special charge rates for 2023 sidewalk repair orders and gap sidewalk orders and allow a 5-year payback option for special charges exceeding $1,000, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

10. Consider and Possible Action Regarding Engineering Technical Services Regarding Sprint Decommission on Matthew Water Tower*

Scott Thoresen, Public Works Director, explained the request to approve the agreement with Dixon Engineering for technical services regarding Sprint Decommission on Matthew Water Tower.

Mayor Boyd moved to approve engineering services agreement with Dixon Engineering for the Sprint decommission on the Matthew water tower, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on Closure of the 600 Block of Main Avenue Sidewalk*

Eric Rakers, City Engineer, explained staff's request to close sidewalk in the 600 block of Main Avenue and challenges faced, especially in winter months for clearing snow. Mr. Rakers included that this sidewalk section is being considered for removal during the Main Ave reconstruction with the DOT in the upcoming future.
Alderperson Raasch shared his personal experiences utilizing this sidewalk. Alderperson Carpenter shared his personal experiences utilizing this sidewalk and added that it is in need of repairs. Alderperson Raasch asked for clarification on the section of sidewalk designated for closure. Mr. Rakers explained the yellow section on the map included with the packet is the section slated for closure.

Alderperson Carpenter moved to approve permanent closure of the 600 block of Main Avenue sidewalk, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

12. Consideration and possible action on funding requested for storm sewer improvements on Wilcox Court*

Eric Rakers, City Engineer, explained the request that was received during the Public Information Meeting in January to include storm sewer on Wilcox Court. Mr. Rakers explained how this request impacts Wilcox Court as part of Project 23-01 and required funding for this additional work on that project.
Mayor Boyd asked if residents have been notified of special assessments. Mr. Rakers stated notifications had not been sent out to residents, but he had spoken to one resident on the phone prior to the storm request and told them there was not assessment at that time. Alderperson Hansen stated that Alderperson Gantz has mentioned drainage complaints in this area and spoke in favor of this additional work. Alderperson Carpenter asked if this area would be targeted for sump pump installation as part of the ARPA funding efforts. Mr. Rakers stated that sump pump discussions would be returning to the Board in April. Alderperson Ledvina asked why storm main and laterals were not originally budgeted for this area. Mr. Rakers stated that staff does not automatically add storm main and laterals, but will if drainage issues are known; since staff was not aware of the drainage concerns initially, they were not included. Alderperson Ledvina suggested it be automatically considered in older neighborhoods moving forward. Scott Thoresen, Public Works Director, provided additional information regarding the future of storm main and lateral installations, sump pumps, and needing to increase storm water utility fees.

Alderperson Hansen moved to approve installation of storm sewer main and/or laterals on both sides of Wilcox Court and approve funding from the storm water utility, seconded by Mayor Boyd.

Alderperson Hansen asked if the addition of storm main and laterals would impact the overall cost of the project. Mr. Rakers stated that it could increase some costs, but the road is scheduled for resurface and shouldn't be drastic.

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Alderperson Hansen requested staff consider repairs for Merrill Street eastbound between S. Huron Street and S. Superior Street

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:42 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on Preliminary Resolution for Special Assessments for Storm Sewer Main and/or Laterals**

ATTACHMENTS:

- 2023 0410 CI_BOPW_Storm_Lateral_Preliminary_Assessment (PDF)
- BPW Preliminary Resolution 23-01 (PDF)
- Schedule B&C_Residential_Storm_Assessments (PDF)
- Schedule_D_Assessment Exhibit (PDF)
- Reid_and_Seventh_Assessment_Map (PDF)
- Wilcox_Assessment_Map (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 10, 2023

RE: **Consideration and Possible Action on Preliminary Resolution for Special Assessments for Storm Sewer Main and/or Laterals**

The purpose for this item is to approve a preliminary resolution for special assessments for storm sewer main and/or storm lateral construction associated with street resurfacing or street reconstruction in 2023.

Background

The City is performing the following construction in 2023 that includes the installation of new storm sewer main and/or storm laterals:

- Reid Street from Allard Street to the Main Annex (Project 23-01)
- S. Seventh Street from the termini at VFW Park to Main Avenue (Project 23-01)
- Wilcox Court from Fox River Drive to Termini (Project 23-01)

The City has had drainage issues and/or received drainage complaints in the areas of Reid Street, S. Seventh Street, and Wilcox Court. Because of this, storm sewer laterals are being installed to properties within these blocks. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5(c) which states:

> *"(1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:*
> *a. Requested by a property owner along the street to be resurfaced; or*
> *b. When ordered by the Director of Public Works to address drainage issues.*
> *The location of the lateral installation shall be as determined by the City Engineer or designee."*

Assessments for these services were calculated per City Municipal Code Section 13-7. As calculated per Municipal Code Section 13-7 and approved by the Board of Public Works, the costs for the 2023 storm sewer special assessments for residential properties is as follows:

- Residential Properties
  - Storm Lateral Assessment - $2,086.20
  - Storm Main Assessment - $577.73

The locations impacted by storm sewer assessments include:

- Both sides of Reid Street from Allard Street to the Main Annex
- Both sides of S. Seventh Street from 180 feet south of Reid Street to Main Avenue

- Both sides of Wilcox Court from Fox River Drive to the easterly termini

Property owners on Reid Street and Seventh Street have been notified several times of this project including:

- October 20, 2022: Letters sent notifying property owners of the 2023 street improvement and property owner storm assessments.
- January 17, 2023: Letters sent notifying property owners of storm assessments and public information meeting.
- January 24, 2023: Hosted public information meeting and discussed storm assessments.
- February 28, 2023: Letters sent notifying property owners that the storm assessment preliminary resolution has been moved to the April 10th Board of Public Works.
- April 5, 2023: Letters sent to property owners reminding them of the April 10th Board of Public Works Meeting.
- April 7, 2023: Copy of agenda sent notifying property owners of the April 10th Board of Public Works meeting.

The addition of storm laterals and assessments on Wilcox Court was previously discussed at the March 13th Board of Public Works meeting. Because of this, there have been fewer notifications as follows:

- March 15, 2023: Letters sent to property owners notifying them of a change in project scope and potential special assessments and discussion at the April 10th Board of Public Works.
- April 5, 2023: Letters sent to property owners reminding them of the April 10th Board of Public Works Meeting.
- April 7, 2023: Copy of agenda sent notifying property owners of the April 10th Board of Public Works meeting.

Code Section 13-7(d)(1)(d) further identifies procedures and pay options for the storm sewer and special assessments as follows:

"d. Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

i. No interest imputed if payment of assessment made in full within 30 days of invoice;

ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by the city on its last bond issue, with the total becoming due on the earliest of the following:

A. Transfer of the benefited property to any other person or entity:

B. Subdivision of the benefited property;

C. Connection to the storm sewer;

D. The expiration of 25 years from the date of adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

iv. Interest on alternatives ii. and iii. Above shall stop accruing after a period of ten years."

Note under item ii. the Board of Public Works can establish the number of yearly installments for

payback. Also, under iii., property owners are not required to pay until they connect to the storm lateral, sell, or subdivide the property, or 25 years, whichever occurs first.

The Board of Public Works can establish a number of yearly installments for payback. In the past, the Board established a 5-year payback period.

Recommendation

Staff recommends that the Board of Public Works adopt the preliminary resolution with a 5-year payback period and schedule a public hearing at the Board of Public Works on May 8, 2023.

Attachments

BPW Preliminary Resolution 23-01
Schedule B & C Residential Storm Assessment Exhibit
Schedule D Assessment Exhibit
Reid and Seventh Assessment Map
Wilcox Assessment Map

RESOLUTION #23-01

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 13-7 DE PERE MUNICIPAL CODE AND WIS. STATS. §66.0703
STORM SEWER MAIN AND/OR LATERALS ON
REID STREET FROM ALLARD STREET TO THE MAIN ANNEX
S. SEVENTH STREET FROM 180 FEET SOUTH OF REID STREET TO MAIN AVENUE
WILCOX COURT FROM FOX RIVER DRIVE TO THE EASTERLY TERMINI

BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De Pere, Wisconsin, as follows:

1. That the Board of Public Works hereby declares its intention to exercise its police powers and levy special assessments pursuant to Section 13-7, De Pere Municipal Code and Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer main and/or laterals. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

STORM SEWER MAIN AND/OR LATERALS

Both sides of Reid Street from Allard Street to the Main Annex
Both sides of S. Seventh Street from 180 feet south of Reid Street to Main Avenue
Both sides of Wilcox Court from Fox River Drive to the easterly termini

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Board of Public Works determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer and/or Laterals.

3. The assessments against any parcel shall be paid as follows:

(a) No interest imputed if payment of assessment made in full within 30 days of invoice;

(b) Payment shall be in five (5) yearly installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one

percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

(c) Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:

i. Transfer of the benefited property to any other person or entity;

ii. Subdivision of the benefited property;

iii. Connection to the storm sewer;

iv. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

(d) Interest on alternatives (b) and (c) above shall stop accruing after a period of ten years

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

(a) Preliminary plans and specifications for said improvements;

(b) An estimate of the entire cost of the proposed improvements;

(c) A schedule of the proposed assessments;

(d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the Municipal Service Center office (925 S. Sixth Street) for public inspection by appointment or on the City of De Pere website.

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this _____day of _____, 2023.

APPROVED:

_____
James Boyd, Mayor and Chair of the Board of Public Works

Ayes: ____ Nays: ____

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	150.0	$68.00	$10,200.00	
20-01B	ST-05	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	321.0	$100.00	$32,100.00	
20-01B	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	190.0	$66.00	$12,540.00	
20-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	111.5	$110.00	$12,265.00	
20-06	ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60.0	$83.00	$4,980.00	
20-07	ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	185.5	$72.36	$13,422.78	
20-07	ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	127.0	$72.36	$9,189.72	
21-01	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	114.0	$74.00	$8,436.00	
21-02	ST-02	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	130.0	$63.00	$8,190.00	
21-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	767.5	$62.00	$47,585.00	
22-01	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	149.5	$67.00	$10,016.50	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-05	Provide 12" PVC, RCP Class III or PP Storm Sewer	LF	1,090.5	$67.00	$73,063.50	
22-04	ST-01	Remove and Relay 12" RCP Class V Storm Sewer	LF	10.0	$134.00	$1,340.00	
22-04	ST-02	Provide 12" RCP Class V Storm Sewer	LF	248.0	$64.65	$16,033.20	
22-07	ST-08	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	119.0	$92.44	$11,000.36	
Total				3773.5		$270,362.06	
Average Cost Per Foot						**$71.65**	

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-06	Provide 6" PVC Storm Sewer	LF	616.3	$50.00	$30,815.00	
20-01B	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	2,141.0	$48.00	$102,768.00	
20-01B	ST-11	Remove and Relay 6" PVC Storm Sewer Lateral	LF	11.0	$48.00	$528.00	
20-02	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	84.0	$85.00	$7,140.00	
21-01	ST-04	Provide 6" PVC Storm Sewer Lateral	LF	300.0	$46.00	$13,800.00	
21-02	ST-06	Provide 6" PVC Storm Sewer Lateral	LF	1,340.0	$48.00	$64,320.00	
22-01	ST-08	Provide 6" PVC Storm Sewer Lateral	LF	1,169.5	$62.00	$72,509.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
Total				5661.8		$291,880.00	
Average Cost Per Foot						$51.55	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						**$1,546.50**	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	$70.00	$1,400.00	
20-01B	ST-13	Provide 30" x 6" Storm Branch or Inserta Tee	EA	5	$250.00	$1,250.00	
20-01B	ST-14	Provide 24" x 6" Storm Branch or Inserta Tee	EA	13	$200.00	$2,600.00	
20-01B	ST-15	Provide 21" x 6" Storm Branch or Inserta Tee	EA	3	$200.00	$600.00	
20-01B	ST-16	Provide 15" x 6" Storm Branch or Inserta Tee	EA	4	$200.00	$800.00	
20-01B	ST-17	Provide 8" x 6" Storm Branch or Inserta Tee	EA	35	$100.00	$3,500.00	
20-02	ST-08	Provide 29" x 45" x 6" Tee or 6" Inserta Tee	EA	1	$200.00	$200.00	
20-02	ST-09	Provide 24" x 38" x 6" Tee or 6" Inserta Tee	EA	2	$200.00	$400.00	
21-01	ST-05	Provide 36" x 6" Storm Branch or Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-06	Provide 12" x 6" Storm Branch or Inserta Tee	EA	1	$746.00	$746.00	
21-01	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	8	$180.00	$1,440.00	
21-02	ST-07	Provide 30" x 6" Storm Branch or Inserta Tee	EA	9	$250.00	$2,250.00	
21-02	ST-08	Provide 12" x 6" Storm Branch or Inserta Tee	EA	2	$250.00	$500.00	
21-02	ST-09	Core Drill Storm Sewer and Provide Lateral Connection	EA	25	$250.00	$6,250.00	
22-01	ST-09	Provide 18" x 6" Storm Branch or Inserta Tee	EA	4	$250.00	$1,000.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-10	Provide 15" x 6" Storm Branch or Inserta Tee	EA	12	$250.00	$3,000.00	
22-01	ST-11	Provide 12" x 6" Storm Branch or Inserta Tee	EA	19	$250.00	$4,750.00	
22-01	ST-12	Provide 8" x 6" Storm Branch or Inserta Tee	EA	7	$200.00	$1,400.00	
Total				171		$32,832.00	
Average Cost Per Wye						**$192.00**	

Schedule B
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects
City of De Pere
Date: January 30, 2023

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
20-01A	ST-12	Provide 4' Diameter Storm Manhole	VF	9.90	$450.00	$4,455.00	
20-01A	ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	3.83	$450.00	$1,723.50	
20-01B	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	64.86	$415.00	$26,916.90	
20-01B	ST-21	Provide 4' Diameter Storm Manhole	VF	27.44	$415.00	$11,387.60	
20-02	ST-13	Provide 4' Diameter Storm Manhole	VF	4.70	$600.00	$2,820.00	
20-07	ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	6.72	$523.62	$3,518.73	
21-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.40	$530.00	$4,982.00	
21-01	ST-10	Provide 4' Diameter Storm Manhole	VF	7.69	$546.00	$4,198.74	
21-02	ST-10	Remove and Replace 4' Diameter Storm Manhole	VF	10.35	$450.00	$4,657.50	
21-02	ST-13	Provide 4' Diameter Storm Manhole	VF	36.89	$570.00	$21,027.30	
22-01	ST-15	Remove and Replace 4' Diameter Storm Manhole	VF	6.00	$600.00	$3,600.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-01	ST-17	Provide 4' Diameter Storm Manhole	VF	39.70	$600.00	$23,820.00	Update in 2024 for St. Francis and Ridgeway Boulevard Completion and 22-02 Completion.
22-04	ST-07	Provide 4' Diameter Storm Manhole	VF	5.69	$912.00	$5,189.28	
22-07	ST-05	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	9.90	$703.36	$6,963.26	
Total				243.07		$125,259.81	
Cost Per Foot						$515.32	
Cost for a 5 foot Deep Manhole						$2,576.60	
Average Per Foot Cost with a 300 Foot Spacing						**$8.59**	

Schedule C
2023 Storm Sewer Cost Evaluation - Residential
Summary Based on 2020-2022 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: January 30, 2023

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	$71.65	
4' Diameter Storm Manhole	$8.59	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	$80.24	
Cost Per Side of Street	$40.12	
Cost Per Lot	$2,407.20	60 foot wide lot
Assessable Amount (20%)	$481.44	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	$96.29	
Total Mainline Costs	**$577.73**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	$1,546.50	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	$192.00	
Assessable Amount (100%)	$1,738.50	
Engineering and Administration (20%)	$347.70	
Total Lateral Costs	**$2,086.20**	

Total Cost

Mainline	$577.73
Storm Lateral	$2,086.20
Total Cost	**$2,663.93**

SCHEDULE D - SCHEDULE OF PRELIMINARY ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

LOCATIONS - REID STREET FROM ALLARD STREET TO MAIN AVENUE ANNEX, S. SEVENTH STREET FROM 180 FEET SOUTH OF REID STREET TO MAIN AVENUE, AND WILCOX COURT FROM FOX RIVER DRIVE TO RESIDENTIAL ASSESSMENT

COST PER UNIT - STORM MAIN: **$577.73**

COST PER UNIT - STORM LATERAL: **$2,086.20**

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT UNIT	STORM MAIN ASSESSMENT COST	STORM LATERAL ASSESSMENT UNIT	STORM LATERAL ASSESSMENT COST	TOTAL ASSESSMENT	COMMENT
Project 23-01 Sewer and Water Relay and Street Resurfacing							
4K RESIDENTIAL PROPERTIES LLC 1260 MAIN AVE DE PERE, WI 54115-9534	WD-339 626-628 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
ADAM & PRISCILLA MCALLISTER 622 REID ST DE PERE, WI 54115-1347	WD-340 622 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
ALEX P OLSZEWSKI 701 MAIN AVE DE PERE, WI 54115-1332	WD-360 701 MAIN AVE	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer on Main Avenue.
ALEXANDER G FIALA 653 REID ST DE PERE, WI 54115-1346	WD-353 653 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
ARNOLD SILVATORRES, ETAL 706 REID ST DE PERE, WI 54115-1349	WD-358 706 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
BRADLEY LECLAIR 639 REID ST DE PERE, WI 54115	WD-349 639 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
BRIAN LAUX 621 REID ST DE PERE, WI 54115-1346	WD-347 621 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
DANIEL J & JOANNE M VANCAMP 649 REID ST DE PERE, WI 54115-1346	WD-352 649 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
DAVID J SOLPER, ETAL 601 REID ST DE PERE, WI 54115-1346	WD-343 601 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer present at intersection of Reid Street and Main Avenue Annex.
DKG INVESTMENTS 846 ELM ST DE PERE, WI 54115	WD-328 673 MAIN AVE	1	$577.73	1	$2,086.20	$2,663.93	
ERIC D & HEATHER K PETERSON 663 REID ST DE PERE, WI 54115-1346	WD-354-1 663 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
GARY J & JULIE ALBERS 629 REID ST DE PERE, WI 54115	WD-348-1 629 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
JACOB MCKINLEY TAYLOR 657 REID ST DE PERE, WI 54115	WD-354 657 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
JAMES P BLAHA 630 REID ST DE PERE, WI 54115	WD-338 630 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
JANICE K CHERRY 118 S WASHINGTON ST STE A432 GREEN BAY, WI 54301-4269	WD-350 643 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
JENNIFER BERENDSEN 614 REID ST DE PERE, WI 54115	WD-341 614-616 REID ST	0	$0.00	0	$0.00	$0.00	Storm lateral found at inlet abutting property.
JENNIFER J FRANTZ 710 REID ST DE PERE, WI 54115-1349	WD-357-2 710 REID ST	1	$577.73	1	$2,086.20	$2,663.93	

SCHEDULE D - SCHEDULE OF PRELIMINARY ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

LOCATIONS - REID STREET FROM ALLARD STREET TO MAIN AVENUE ANNEX, S. SEVENTH STREET FROM 180 FEET SOUTH OF REID STREET TO MAIN AVENUE, AND WILCOX COURT FROM FOX RIVER DRIVE TO RESIDENTIAL ASSESSMENT

COST PER UNIT - STORM MAIN: **$577.73**

COST PER UNIT - STORM LATERAL: **$2,086.20**

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT UNIT	STORM MAIN ASSESSMENT COST	STORM LATERAL ASSESSMENT UNIT	STORM LATERAL ASSESSMENT COST	TOTAL ASSESSMENT	COMMENT
JORDYN C KING 709 REID ST DE PERE, WI 54115	WD-355-2 709 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Existing storm sewer abutting property on VFW Park.
KIM L & VICTORIA J EBBEN 713 REID ST DE PERE, WI 54115-1348	WD-355-3 713 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Existing storm sewer abutting property on Allard Street.
LEE E & KAREN A AANONSEN 619 REID ST DE PERE, WI 54115-1346	WD-346 619 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
LOWELL D FERRIS 2 SEDONA CT MADISON, WI 53719	WD-357-1 712 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Existing storm sewer abutting property on Allard Street.
MICHAEL J KOSTREWA 648 REID ST DE PERE, WI 54115	WD-334 648 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
NICHOLAS D & JESSICA L OLP 702 REID ST DE PERE, WI 54115-1349	WD-359 702 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Existing Storm at intersection of S. Seventh Street and Reid Street.
NICOLE R DERUYTER 644 REID ST DE PERE, WI 54115-1347	WD-335 644 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
PAMELA J SCHMIDT 640 REID ST DE PERE, WI 54115-1347	WD-336 640 REID	1	$577.73	1	$2,086.20	$2,663.93	
PETER G & MARY C KIRSCHLING 2036 SPRING CREEK CIR GREEN BAY, WI 54311-6686	WD-348 625 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
RICHARD P DALLAIRE 615 REID ST DE PERE, WI 54115	WD-345 615 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
ROBERT J & MARY J PFOTENHAUER 607 REID ST DE PERE, WI 54115-1346	WD-344 607 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
SABRINA D SHAW 636 REID ST DE PERE, WI 54115-1347	WD-337 636 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
SURITA H ESSEX, ETAL 652 REID ST DE PERE, WI 54115-1347	WD-333 652 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
THOMAS J & MARIBETH GRZYWA N6685 CTY RD E DE PERE, WI 54115-6700	WD-329 666 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Existing Storm at intersection of S. Seventh Street and Reid Street.
TIMOTHY G GONGOLL, ETAL 669 REID ST DE PERE, WI 54115-1346	WD-355 669 REID ST	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer abutting property on S. Seventh Street.
TRAVIS S KELM 645 REID ST DE PERE, WI 54115-1346	WD-351 645 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
WOLFF CHRISTINE H REVOCABLE LIVING TRUST 701 REID ST DE PERE, WI 54115	WD-355-1 701 REID ST	0	$0.00	0	$0.00	$0.00	Lateral found south to VFW Park storm sewer.

SCHEDULE D - SCHEDULE OF PRELIMINARY ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

LOCATIONS - REID STREET FROM ALLARD STREET TO MAIN AVENUE ANNEX, S. SEVENTH STREET FROM 180 FEET SOUTH OF REID STREET TO MAIN AVENUE, AND WILCOX COURT FROM FOX RIVER DRIVE TO RESIDENTIAL ASSESSMENT

COST PER UNIT - STORM MAIN: **$577.73**

COST PER UNIT - STORM LATERAL: **$2,086.20**

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT UNIT	STORM MAIN ASSESSMENT COST	STORM LATERAL ASSESSMENT UNIT	STORM LATERAL ASSESSMENT COST	TOTAL ASSESSMENT	COMMENT
DANIEL LEY 660 REID ST DE PERE, WI 54115-1347	WD-332 660 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
DANIEL LEY 660 REID ST DE PERE, WI 54115-1347	WD-331 660 REID ST	1	$577.73	1	$2,086.20	$2,663.93	
KEVIN HAYNES 1207 FOX RIVER DR DE PERE, WI 54115	ED-1188 1207 FOX RIVER DR	0	$0.00	0	$0.00	$0.00	Existing storm lateral to the storm sewer in alley to the east of property.
AARON N HILPIPRE 1211 FOX RIVER DR DE PERE, WI 54115-2422	ED-1190 412 WILCOX CT	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer abutting property on Wilcox Court and alley to the west.
ELIZABETH D & WILLIAM A ANDERSON 416 WILCOX CT DE PERE, WI 54115-2429	ED-1191 416 WILCOX CT	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer abutting property on Wilcox Court.
STEPHEN E & KELLY J KRUMMEL 422 WILCOX CT DE PERE, WI 54115-2429	ED-1193 422 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
DANIEL A JOPPE 428 WILCOX CT DE PERE, WI 54115-2429	ED-1194 428 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
VENGROWSKY CAROL J REVOCABLE TRUST 432 WILCOX CT DE PERE, WI 54115-2429	ED-1196 432 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
LAURA A CLARK TRUST OF 2020 438 WILCOX CT DE PERE, WI 54115	ED-1197 438 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
MICHAEL J HOLLY 442 WILCOX CT DE PERE, WI 54115-2429	ED-1198 442 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
DAVID B & VIRGINIA A REINARDY 446 WILCOX CT DE PERE, WI 54115-2429	ED-1199 446 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
MATTHEW J JACOBS 454 WILCOX CT DE PERE, WI 54115-2429	ED-1201 454 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
DENNIS J ALLIE, ETAL 460 WILCOX CT DE PERE, WI 54115-2429	ED-1202 460 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
DAVID R & SHERRY L JANUS 462 WILCOX CT DE PERE, WI 54115	ED-1203 462 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
MOLLIE A GORAL 455 WILCOX CT DE PERE, WI 54115-2428	ED-1178 455 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
ZACHARY S QUELLA 449 WILCOX CT DE PERE, WI 54115	ED-1176 449 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
TIMOTHY G ABEL 437 WILCOX CT DE PERE, WI 54115	ED-1175 437 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	

SCHEDULE D - SCHEDULE OF PRELIMINARY ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

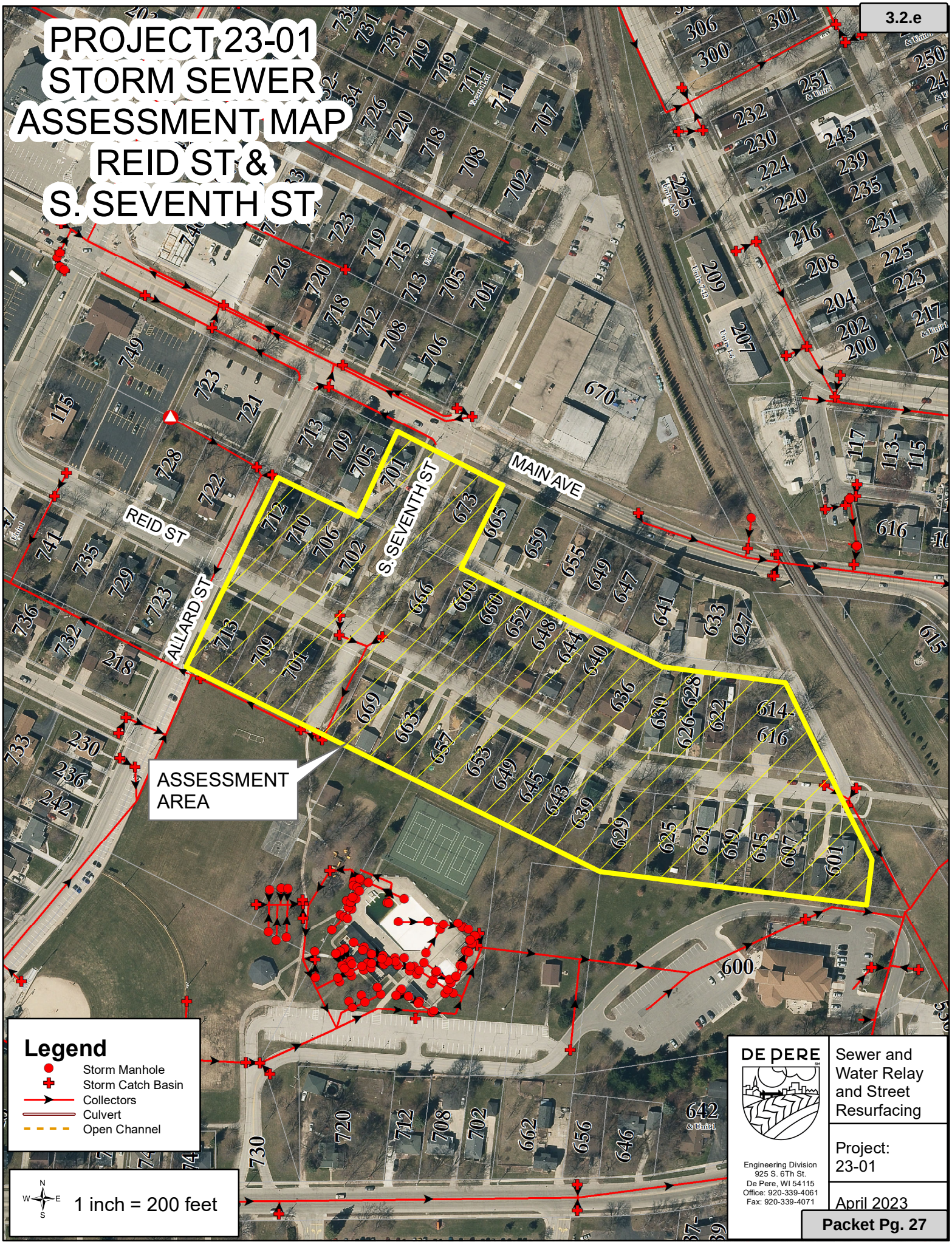
LOCATIONS - REID STREET FROM ALLARD STREET TO MAIN AVENUE ANNEX, S. SEVENTH STREET FROM 180 FEET SOUTH OF REID STREET TO MAIN AVENUE, AND WILCOX COURT FROM FOX RIVER DRIVE TO RESIDENTIAL ASSESSMENT

COST PER UNIT - STORM MAIN: **$577.73**

COST PER UNIT - STORM LATERAL: **$2,086.20**

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT UNIT	STORM MAIN ASSESSMENT COST	STORM LATERAL ASSESSMENT UNIT	STORM LATERAL ASSESSMENT COST	TOTAL ASSESSMENT	COMMENT
SARA J CASPERSON 435 WILCOX CT DE PERE, WI 54115-2428	ED-1173 435 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
GREENFIELD WILLIAM E & MARGARET ANN RYAN TRUST 618 EMILIE ST GREEN BAY, WI 54301-3217	ED-1172 433 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
LORI A NIES 427 WILCOX CT DE PERE, WI 54115-2428	ED-1171 427 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
BILLIE J FREEMORE 423 WILCOX CT DE PERE, WI 54115-2428	ED-1170 423 WILCOX CT	1	$577.73	1	$2,086.20	$2,663.93	
COTT WALTER G & SUSAN M REVOCABLE TRUST 415 WILCOX CT DE PERE, WI 54115-2428	ED-1168 415 WILCOX CT	0	$0.00	0	$0.00	$0.00	Lateral found to inlet abutting property.
JOHN L & JUDITH A LERCH 1250 MAIN ST #52 GREEN BAY, WI 54302-1334	ED-1165 409 WILCOX CT	0	$0.00	1	$2,086.20	$2,086.20	Storm sewer abutting property on Wilcox Court and Fox River Drive.
		32	$18,487.36	42	$87,620.40	$106,107.76	

PROJECT 23-01 STORM SEWER ASSESSMENT MAP REID ST & S. SEVENTH ST



DE PERE

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

Sewer and Water Relay and Street Resurfacing

Project: 23-01

April 2023

PROJECT 23-01 STORM SEWER ASSESSMENT MAP WILCOX CT



DE PERE

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

Sewer and Water Relay and Street Resurfacing

Project: 23-01

April 2023

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consider and Possible Action on Rock the Dock Request to Use Public Parking Lots***

ATTACHMENTS:

- Consider Rock the Dock Public Parking Lot Request 4-4-2023 (DOCX)
- Rock the Dock Parking Lot Request 3-28-2023 (PDF)
- Rock the Dock Parking Lot Area (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: April 4, 2023
RE: Consider and Possible Action on Rock the Dock Request to Use Public Parking Lots*

The City received a request from Dawn Paradiso-Hansen (See attached request) to utilize the City's public parking lots near Voyageur Park for their Rock the Dock event scheduled for Saturday August 19, 2023. The intent of using the parking lots would be to charge patrons to park instead of charging an entrance fee for the event.

Staff has discussed this request internally. There are concerns with the request as presented.

- The City currently has no policy utilizing public parking lots when it comes to a request such as this. If the BOPW wants to approve this request, staff would recommend allowing it for this event only in 2023 to see how it goes. The intent then would be to develop a public parking lot use policy for events occurring in 2024 and beyond. The reason for developing a policy after this event is to see what worked and what did not work for this event.

- There would be no enforcement of parking in the City's public parking lots. The event would need to have their volunteers monitor the parking lots. Anyone who parks in the parking lots prior to the event will remain. In addition, some of these parking lots are for businesses and tenants living in these areas so we cannot necessarily shut them out so the event staff would need to accommodate them.

A COMMUNITY THAT CARES
Compassionate Home Health Care Inc.

ROCKtheDOCK
CHHC

3/28/2023

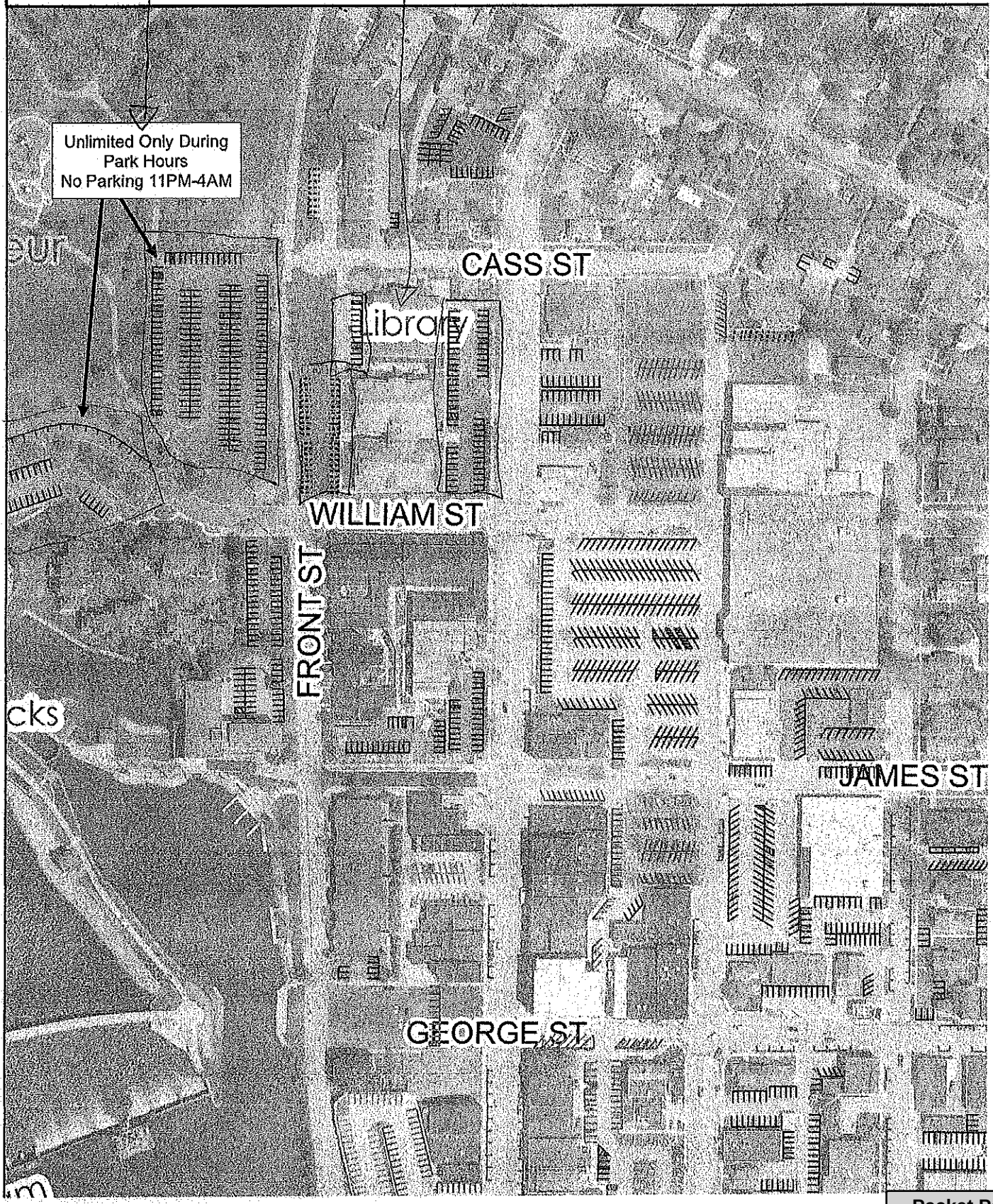
Hello Scott,

Compassionate Home Health Care is putting in an official request for the city of De Pere, WI to consider allowing it's music festival #RocktheDockCHHC to utilize the city public parking lots (by Voyageur Park). To charge patrons to park. Instead of setting up a barricade around the park and charging an entrance and closing down the park for our event.
This would be for Saturday August 19, 2023 only.

Thank you

Dawn Paradiso-Hansen
CEO/ED
Compassionate Home Health Care

Official De Pere Parking Map
Downtown- East



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: **April 10, 2023**

DEPARTMENT: **Public Works**

FROM: **Eric Zygarlicke**

SUBJECT: **Update for Private Water System Inspection and Maintenance**

ATTACHMENTS:

- 2023 0410 CI_BOPW Memo_Private Water System (PDF)
- 2023 0109 CI_BOPW Memo_Private Water System (PDF)
- 2023 0329_Private Water Systems_PIM_Presentation (PDF)
- Private Water System Maintenance Letter 4-3-2023 - Draft (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: April 10, 2023

RE: Update for Private Water System Inspection and Maintenance

The Private Water Systems Maintenance program was first discussed with the Board Of Public Works (BOPW) in April 2021 and an update was provided to the board in January 2023 (see attached memo). At that time, we discussed how the department identified the private water system properties throughout the City, the process of getting those private systems mapped to GIS, and our intent to send out a notification to all the identified private water system owners to inform them of the Public Information Meeting scheduled for March 29th.

Since the January BOPW meeting, the department conducted the Public Information Meeting (PIM) at the Municipal Services Center where we presented (see attached PowerPoint) the intent of the program to those private system representatives who attended both in person and online. The meeting was recorded and subsequently posted to the City's YouTube channel and website. A link to the recorded meeting was also sent in the most recent notice to the private system owners. This latest notice invited them to attend the April BOPW meeting (see attached letter).

The feedback that we have received has all been positive and those customers are eager to work with the City to be in compliance with the intent of the proposed ordinance guidelines. They also see the value of working together with the City in our efforts to combat water loss through a robust leak detection process.

Please see the below process so far, and our projected target dates in our process of implementing the new private water systems maintenance ordinance.

- BOPW April 2021
- Identify Private Water Systems (completed January 2023)
- Develop a Map of Private Systems using GIS (completed January 2023)
- Notify the owners of the Private Systems (completed March 2023)
- PIM March 29, 2023
- Receive Public Feedback (in process)
- BOPW Update April 2023
- BOPW Draft Ordinance (tentatively July 2023)
- Approved Ordinance December 2023
- Implementation of Ordinance July 2024

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Zygarlicke, Water Department Supervisor
Date: January 09, 2023

RE: Requirement for Private Water System Inspection and Maintenance

To recap, this was first brought to the BOPW in April 2021. Since then, we have put together an extensive list of the private water systems that exist throughout the City of De Pere as well as a GIS map showing the locations of these private systems (see attached map). Pending BOPW approval, we would like to move with the next phase in this process, which would include notifying all these private systems of our intent to require the maintenance portion of these private utilities as described below. This notification would include sending out a letter to inform the property owner that our records show that they have been identified as a private water customer to the City of De Pere, and of our intention to update our ordinance to include a maintenance requirement for those private utilities. The notice would also include a date and time for the public informational meeting for the customer to voice any concerns they may have with the City's intentions.

As discussed in 2021, there are many privately owned and maintained water systems throughout the City. The best example of a larger private water system is that of an apartment or condo complex that may have hundreds or thousands of feet of water main, and a dozen fire hydrants and valves. Examples would be the Coral Street apartment complex, Lake Park Estates, Nicolet Landing, The Gables, and the Nicolet Town Houses. Other examples would be industrial properties, commercial properties, and businesses such as the old ShopKo distribution warehouse on Lawrence Dive, the Walmart and Menards complex, Festival Foods on Main Street, Festival Foods Office complex on Lawrence Drive, and St. Norbert College. These water systems simply consist of extensions of water main distribution piping, valves, fire hydrants and services onto private property. Water flows from De Pere's Water Utility at the utility right of way line, into the private system to be distributed to customers for drinking and firefighting purposes. These systems must perform just like a public system to ensure that water remains clean and flows unrestricted all the way to the customer's tap and allow the Fire Department to fight fire.

Currently there are no statewide requirements for private water system maintenance. Surprisingly neither the Department of Natural Resources (DNR) nor the Department of Safety and Professional Services (private plumbing code) require this very important work. However, in the most recent Water Department Sanitary Survey, the DNR made the following recommendation: "*The department encourages the City to move forward in finalizing the development of a private water main maintenance program. Such a program would allow the City to ensure all private water mains are able to provide firefighting capacity when needed and may help reduce water loss due to locating previously unidentified leaks.*"

Other than the Village of Howard, very few area municipalities have done so. Some municipalities may assume that the responsibility falls under someone else's jurisdiction. Nevertheless, private water

systems serve De Pere's customers and citizens. If private systems malfunction it compromises our customer's safety as well. Also, if private systems are leaking water, De Pere's Water Utility suffers because metering doesn't occur until the water finally reaches a building. Thus, a private water system loses water at the public's expense, and has no incentive to look for leaking water, much less fix it.

Because these water systems are private, the City of De Pere has no authority to require inspections or maintenance of this private infrastructure. In fact, City of De Pere Water Utility and Fire staff cannot legally go in to operate or inspect the hydrants or valves, or check for leaks without receiving permission, or being invited to do so. Our Water Department, along with the Engineering Department and the Fire Department would like to inspect the hydrants, and to perform the fire flow tests it relies upon to do its job.

In recent years, the City has been improving the way it operates its utilities especially as it relates to water loss and maintenance practices. The City has been doing a system wide leak detection survey every two (2) years to locate leaks in the system. A natural extension of this is to consider how private water systems maintain their critical infrastructure.

For obvious reasons, it is important that private systems provide basic annual maintenance which would offer some reasonable assurance that those water mains, hydrants, and valves will work when the need arises to fight a fire and maintain clean water. It is also important from a water loss and financial perspective as it affects the De Pere Water Utility's efficiency, and the rates paid by all consumers.

After notification and public informational meeting, staff would then draft a private water system ordinance for the BOPW to consider at a future meeting. Staff intends to invite all the customers affected by this ordinance to the BOPW in the event they want to address any concerns with the Board.

Public Information Meeting

Private Water Systems Inspection and Maintenance Program

Wednesday, March 29, 2023

5:00 PM

DE PERE

Meeting Overview

- Introductions
  - Scott Thoresen, Director of Public Works
  - Eric Zygarlicke, Water Department Supervisor

- Purpose
- Terminology
- Program Overview
- Implementation
- Questions

What Is The Purpose?

- DNR 2020 Sanitary Survey recommendation: "*The department encourages the City to move forward in finalizing the development of a private water main maintenance program. Such a program would allow the City to ensure all private water mains are able to provide firefighting capacity when needed and may help reduce water loss due to locating previously unidentified leaks.*"

Project Terminology

- Public Water System
- Private Water System
- Water Main
- Hydrants
- Valves
- Leak Detection

Project Terminology

- **Public Water System**
  - The Safe Drinking Water Act defines a public water system as a system that provides drinking water to at least 15 service connections, or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.
  - Municipal community systems, like cities, towns, and villages, serve people where they live.

Project Terminology

- **Private Water System**
  - Privately owned water main with a hydrant, and not directly controlled by a public authority or a municipality.
- **Water Main**
  - Underground pipes that deliver a steady supply of fresh, clean drinking water to residents and businesses.

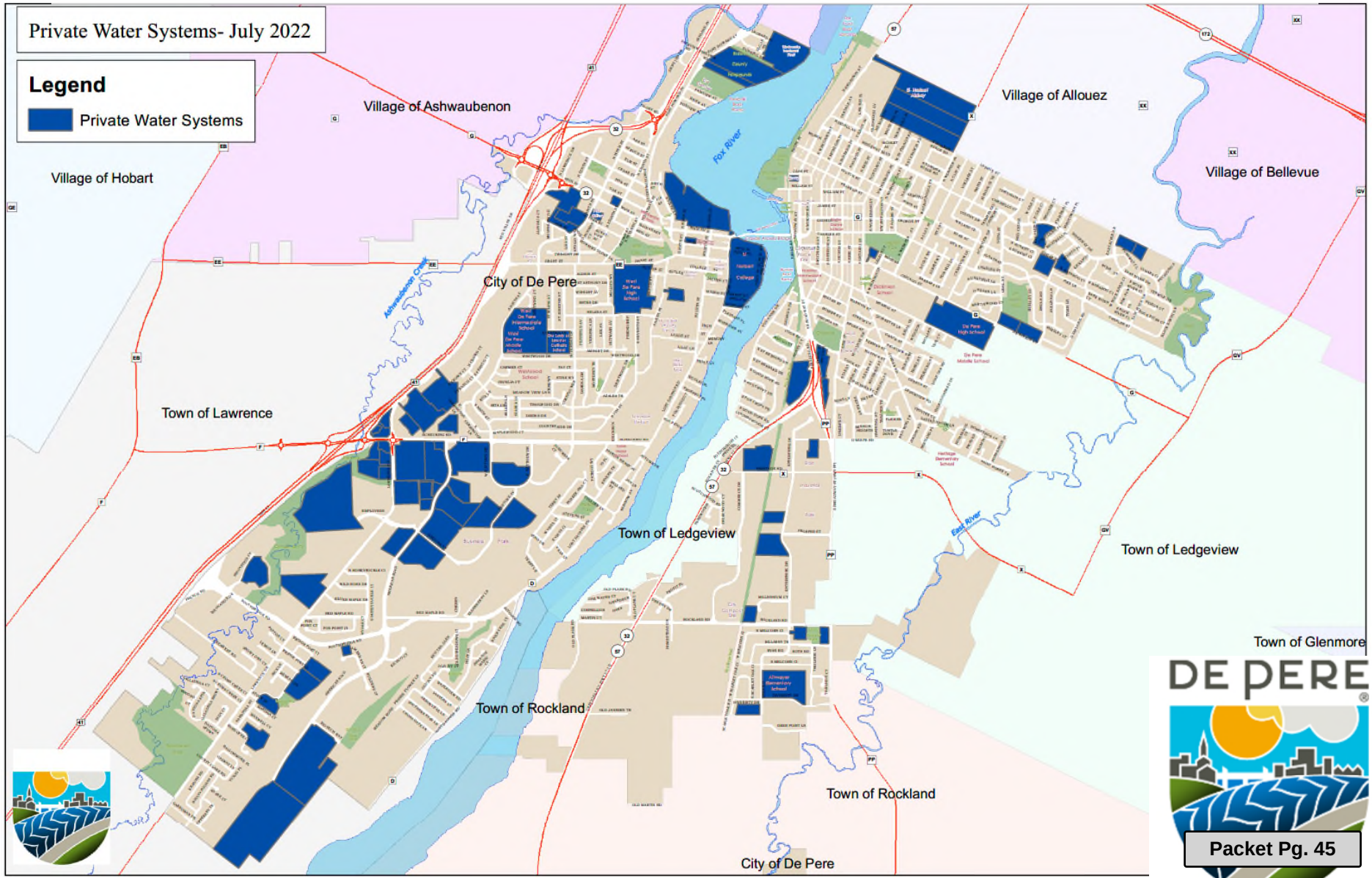
Project Terminology

- **Hydrant**
  - Above-ground pillar-type device serving as a connection point by which firefighters can tap into a water supply.
  - A component of active fire protection
  - “Private hydrant” as defined in (PSC) 185.12(15) is any hydrant whose lead is connected to a private water main, private lateral, or public main where the hydrant lead is owned by the customer.

Project Terminology

- **Valves**
  - ¼ turn, gate or butterfly valves operated by mechanical means to control water flow or pressure.
- **Leak Detection**
  - The process by which listening devices are used to find leaks or water loss underground.

Private Water Systems Locations



Private System Example

- St. Norbert College



Project Overview

- BOPW April 2021
- Identify Private Water Systems
- Develop a Map of Private Systems using GIS
- Notify the owners of the Private Systems
- PIM March 2023
- Receive Public Feedback
- BOPW Update April 2023

DE PERE

Project Overview Continued…

- BOPW Draft Ordinance June 2023
- Approved Ordinance December 2023
- Implementation of Ordinance July 2024

What would the new ordinance requirement look like?

- Enter into an agreement with the City or contractor to perform general distribution maintenance.
- Provide the City with GIS or survey data and as-builts of your system.
- Provide fire flow data
- Provide leak detection report
- Provide a Maintenance report on the operational status of all hydrants and valves

QUESTIONS?

Closing

City Contacts for Private Systems Ordinance

Eric Zygarlicke

Supervisor, Water Dept.

ezygarlicke@deperewi.gov

920-339-4063

Scott Thoresen, PE

Director, Public Works

sthoresen@deperewi.gov

920-339-4060

CITY OF DE PERE

Water Division

925 S. Sixth Street, De Pere, WI | 920-339-4060 | www.deperewi.gov/water

April 5, 2023

«Mailing_Name»
«Mailing_Address»
«Mailing_CityStateZip»

RE: Private Water System Maintenance - «Address»«Direction» «Street»
Parcel ID: «Parcel_»

Dear Private Water System Owner,

The City of De Pere Water Department has identified you as the owner and operator of a private water system, or "private hydrant" as defined in (PSC) 185.12(15). Previously you were invited to the Public Information Meeting for the City's proposed Private Water Systems Maintenance program and ordinance that was facilitated on Wednesday, March 29, 2023.

The Department would like to cordially invite you to the Board of Public Works meeting on **Monday, April 10th at 7:30 at the City Hall Council Chambers, 2nd floor, 335 S Broadway Street, De Pere WI 54115.**

At this meeting we will provide the Board with an update of our progress regarding private water systems program, how the March public informational meeting went and the feedback which we have received.

For those who were unable to attend the Public Informational Meeting, please utilize the following link to view the recording of that meeting: www.deperewi.gov/waterprojects

Please contact the Water Department at (920) 339-4060 or email Eric Zygarlicke at ezygarlicke@deperewi.gov for any questions that you may have regarding this letter.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke

Eric Zygarlicke
Water Department Supervisor

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Community Development Block Grant Application Resolution for Authorizing a Guarantee to Match Funds***

The City contracted with MSA Professional Services, Inc. (MSA) to apply for a Community Development Block Grant (CDBG) that would use for street infrastructure improvements on S. Superior Street from Merrill Street south to Bomier Street and Bomier Street from S. Superior Street to Erie Street. As part of the grant application process, the City needs to pass the attached resolution which authorizes a guarantee of matching funds by the City. The grant will cover up to $1,000,000. Anything over $1,000,000 the City is required to fund. The matching funds required by the City are based off the estimated costs of the project (See attached estimate), which is $1,890,795. Therefore, the City is required to fund $890,795 which is what the attached resolution has included at this time.

Staff recommends approving the resolution.

ATTACHMENTS:

- CDBG Grant Project Estimate 4-4-2023 (PDF)
- Reso23-XX Authorizing a Guarantee of Match Funds for CDBG-PF Application 4-4-2023 (PDF)

City of De Pere
24-02 Street Reconstruction
March 30, 2023

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
SANITARY SEWER					
SS-01	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	800	$110.00	$88,000.00
SS-02	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	26	$200.00	$5,200.00
SS-03	Remove and Replace Sanitary Manhole	VF	70	$700.00	$49,000.00
STORM SEWER					
ST-01	Remove and Relay 18” PVC, RCP Class lll, or PP Storm Sewer	LF	15	$100.00	$1,500.00
ST-02	Remove and Relay 15” PVC or RCP Class lll Storm Sewer	LF	25	$85.00	$2,125.00
ST-03	Remove and Relay 12” PVC, RCP Class III, or PP Storm Sewer	LF	25	$80.00	$2,000.00
ST-04	Provide 12” PVC, RCP Class III, or PP Storm Sewer	LF	275	$75.00	$20,625.00
ST-05	Provide 24” PVC, RCP Class Class III, or PP Storm Sewer	LF	450	$130.00	$58,500.00
ST-06	Provide 8” PVC Storm Sewer	LF	700	$70.00	$49,000.00
SS-07	Remove and Relay 8” PVC Storm Sewer Lateral	LF	50	$100.00	$5,000.00
SS-08	Provide 12" Storm Lateral	LF	30	$100.00	$3,000.00
SS-09	Provide 6” PVC Storm Sewer Lateral	LF	1100	$70.00	$77,000.00
SS-08	Core Drill Storm Sewer and Provide Lateral Connection	EA	9	$400.00	$3,600.00
ST-10	Provide 24" X 12" Storm Branch or Inserta Tee	EA	1	$400.00	$400.00
ST-11	Provide 24" X 6" Storm Branch or Inserta Tee	EA	1	$300.00	$300.00
ST-12	Provide 12" X 6" Inserta Tee in Existing Storm	EA	9	$300.00	$2,700.00
ST-13	Provide 8"X6" Storm Branch or Inserta Tee	EA	21	$200.00	$4,200.00
ST-14	Remove and Replace 4’ Diameter Storm Manhole	VF	15	$1,000.00	$15,000.00
ST-15	Provide 4’ Diameter Storm Manhole (Construct Over Existing Storm)	VF	6	$1,000.00	$6,000.00
ST-16	Provide 5’ Diameter Storm Manhole	VF	6	$1,200.00	$7,200.00
ST-17	Provide 4’ Diameter Storm Manhole	VF	50	$900.00	$45,000.00
ST-18	Remove and Replace Type B Catch Basin	EA	8	$3,800.00	$30,400.00
ST-19	Provide Type B Catch Basin	EA	4	$3,700.00	$14,800.00
ST-20	Connect to Structure and/or Existing Pipe	EA	2	$800.00	$1,600.00
ST-21	Storm Sewer Dig Down and Repair – 10 feet	EA	1	$2,200.00	$2,200.00
ST-22	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$8,000.00	$8,000.00
WATER MAIN					
W-01	Provide 8" PVC Water Main - Open Cut	LF	1400	$120.00	$168,000.00
W-02	Provide 8" PVC Water Main - Directional Drill	LF	220	$120.00	$26,400.00
W-03	Provide 1” HDPE Water Service – Open Cut	LF	1150	$90.00	$103,500.00
W-04	Provide 1” Corporation and Curb Stop	EA	38	$600.00	$22,800.00
W-05	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	2	$1,200.00	$2,400.00
W-06	Provide 8" Gate Valve	EA	4	$3,200.00	$12,800.00
W-07	Provide Connection to Existing Water Main	EA	3	$2,000.00	$6,000.00
W-08	Provide Connection to Existing Water Main 12”x 8” Tapping Tee and Valve or Cut-in-Tee and Valve	EA	1	$7,500.00	$7,500.00
W-09	Provide Connection to Existing Water Main 10”x 8” Tapping Tee and Valve	EA	1	$7,000.00	$7,000.00
W-10	Provide Hydrant (6.5' Bury)	EA	3	$6,500.00	$19,500.00
W-11	Provide 6” PVC Hydrant Lead	LF	50	$110.00	$5,500.00
W-12	Provide Water Main Offset	EA	1	$4,000.00	$4,000.00
W-13	Abandon/Remove Water Main and Appurtenances	LS	1	$8,000.00	$8,000.00
STREET AND DRAINAGE					
SD-01	Provide Clearing and Grubbing	In-DIA	120	$55.00	$6,600.00
SD-02	Unclassified Excavation	CY	4700	$20.00	$94,000.00
SD-03	Provide 1 1/4" Crushed Aggregate Base Course	CY	3100	$32.00	$99,200.00
SD-04	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer	TON	660	$90.00	$59,400.00
SD-05	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer	TON or SY	850	$90.00	$76,500.00
SD-06	Provide 24” Concrete Curb and Gutter (Slip Form)	LF	3800	$18.00	$68,400.00
SD-07	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	700	$85.00	$59,500.00
SD-08	Remove and Replace 4" Concrete Sidewalk, Ramp, and Driveway	SY	550	$70.00	$38,500.00
SD-09	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	10	$80.00	$800.00
SD-10	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	4050	$2.30	$9,315.00
SD-11	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	330	$18.00	$5,940.00
SD-12	Provide Detectable Warning Field (Natural)	EA	25	$380.00	$9,500.00
SD-13	Salvage and Reset Brick Pavers	SF	20	$80.00	$1,600.00
SD-14	Landscaping – Topsoil, Seed, Fertilizer and Mulch	SY	3100	$12.00	$37,200.00
SPECIAL CONSTRUCTION					
SC-01	Pipe Foundation Stabilization	CY	20	$20.00	$400.00
SC-02	Flowable Fill at Storm Crossings	EA	6	$500.00	$3,000.00

City of De Pere
24-02 Street Reconstruction
March 30, 2023

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
SC-03	Inlet Protection Type D	EA	13	$105.00	$1,365.00
SC-04	Adjust Inlet and Provide New Casting	EA	2	$700.00	$1,400.00
SC-05	Polystyrene Insulation Board	LF	25	$13.00	$325.00
SC-06	Traffic Control - Erie Street	LS	1	$8,000.00	$8,000.00
SC-07	Traffic Control - Merrill Street	LS			

Proabable Construction Costs	$1,484,695.00
Contingency	$74,200.00
Engineering	$296,900.00
Grant Administration	$35,000.00
Total Project Costs	$1,890,795.00

RESOLUTION #23-XX

AUTHORIZING THE GUARANTEE AND COMMITMENT OF MATCH FUNDS AND CERTIFICATION OF MATCH FUNDS SECURED FOR THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT- PUBLIC FACILITIES (CDBG-PF) APPLICATION RELATED TO THE CITY OF DE PERE'S PARTICIPATION IN THE CDBG PROGRAM

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) Annual Public Facilities Competition, administered by the State of Wisconsin Department of Administration for the purpose of the provision or improvement of public facilities; and

WHEREAS, the City Council has authorized the submission of a CDBG Public Facilities Application to the State of Wisconsin for the following project: Street and Utility Improvements – South Superior and Bomier Streets; and

WHEREAS, an adequate local financial match must be provided for the proposed CDBG Public Facilities project by the City of De Pere; and

WHEREAS, the City of De Pere must certify that all matching funds required to complete the proposed project have been secured for and committed to the project prior to the submission of the CDBG application; and

WHEREAS, the City of De Pere must acknowledge that a delay in starting construction by July 1, 2024, and/or completing construction by October 31, 2025, due to the City not having the matching funds that are reported as committed and secured in the CDBG application documents, then the State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources may deny a timeline extension and may rescind the CDBG award.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere does hereby authorize the commitment of match funds to be used as outlined in the CDBG application for the match amount of $890,795 from the following secured source: City of De Pere bank statement from municipal funds in the amount of $890,795.

BE IT FURTHER RESOLVED THAT:

The City Council has authorized the foregoing resolution to commit match and certify match funds secured for the CDBG project referenced within the resolution.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2023.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: _____

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Discuss Alderperson Hansen's Request to Analyze Parking On George Street to Determine if Additional Parking Restrictions are Required to Improve Visibility at Various Intersections**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on sump pump installation program**

ATTACHMENTS:

- 2023 0410 CI_Sump_Pump_Program_Packet (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: April 10, 2023

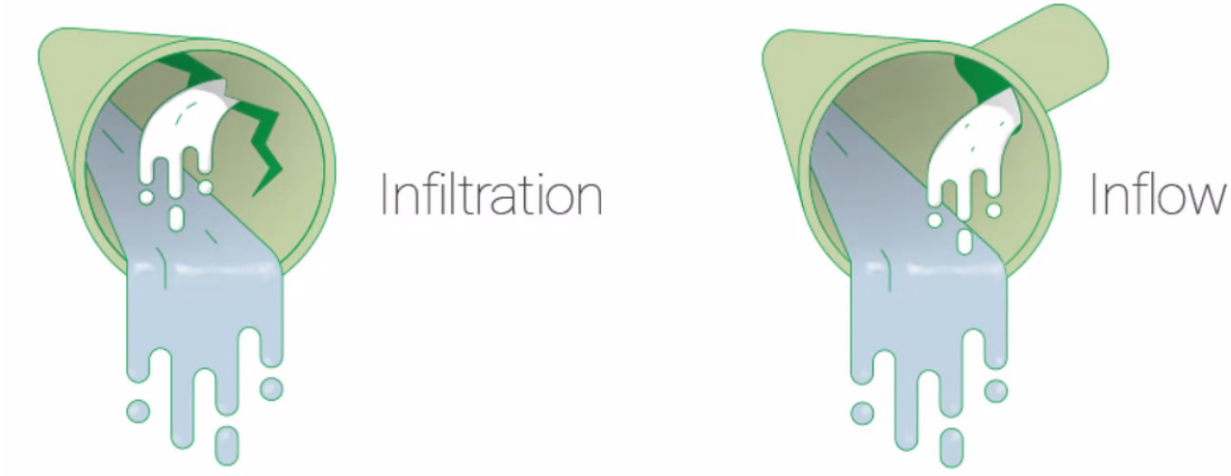
RE: **Consideration and possible action on sump pump installation program**

Purpose Statement

On March 7, 2023 the City of De Pere Common Council approved $341,873 of American Rescue Plan Act (ARPA) funding for use in 2023 and 2024 to assist in the installation of sump pumps throughout the City. This memo outlines the start of the Department of Public Works proposed Foundation Drain Disconnection Program for sump pump installation and steps moving forward. The intent of this memo is to start an education and outreach program and receive input from the Board regarding its preferences for foundation drain disconnection and sump pump installation program.

Inflow and Infiltration Background

Inflow is water that enters the sanitary sewer system only during or immediately after rainfall from direct connections. Points of entry may include connections with roof and area drains, storm drain connections, and holes in manhole covers. Infiltration is the water that enters the sanitary sewer system from the surrounding soil. Common points of entry include broken pipes and defective joints in pipes or manhole walls. A cross between infiltration and inflow is the connection of foundation drains to sanitary laterals. The highest inflow occurs because of storm events or snow melt that contribute to excessive sanitary sewer flows. The highest infiltration flows are observed following storm events as water seeps into the system through its defects.



The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and two lift stations, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of flow. The City pays GBMSD to treat inflow and infiltration (I&I) from clear water into the sanitary sewer system.

In addition to wastewater treatment, GBMSD operates interceptor sewers throughout the City that collect wastewater from De Pere and other municipalities and transports the sewage to the wastewater treatment plant. As interceptors are replaced, GBMSD pays for the interceptor repair for a pipe the same size. Municipalities contributing flow are required to pay for pipe size increases related to growth and I&I. Based on studies GBMSD has conducted, they are finding that interceptors are undersized due to the amount of I&I. GBMSD's Charles Street Interceptor was upgraded in 2018. The City paid for pipe size increases in the Charles Street Interceptor due to I&I.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff (called a combined sewer). 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. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 (flows 20 times greater than average flows) following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and foundation drains.

In 2019, the City hired Ruekert and Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline the City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. The identification and reduction of inflow and infiltration is important as it:

- Reduces treatment costs,
- Eliminates sanitary sewer system overflows,
- Corrects structural defects and extends the service life of the sanitary sewer system,
- Analyzes the sewer capacity for existing and future service, and
- Increases the hydraulic capacity of sanitary sewers.

Figure 1 on the next page shows common inflow and infiltration sources.

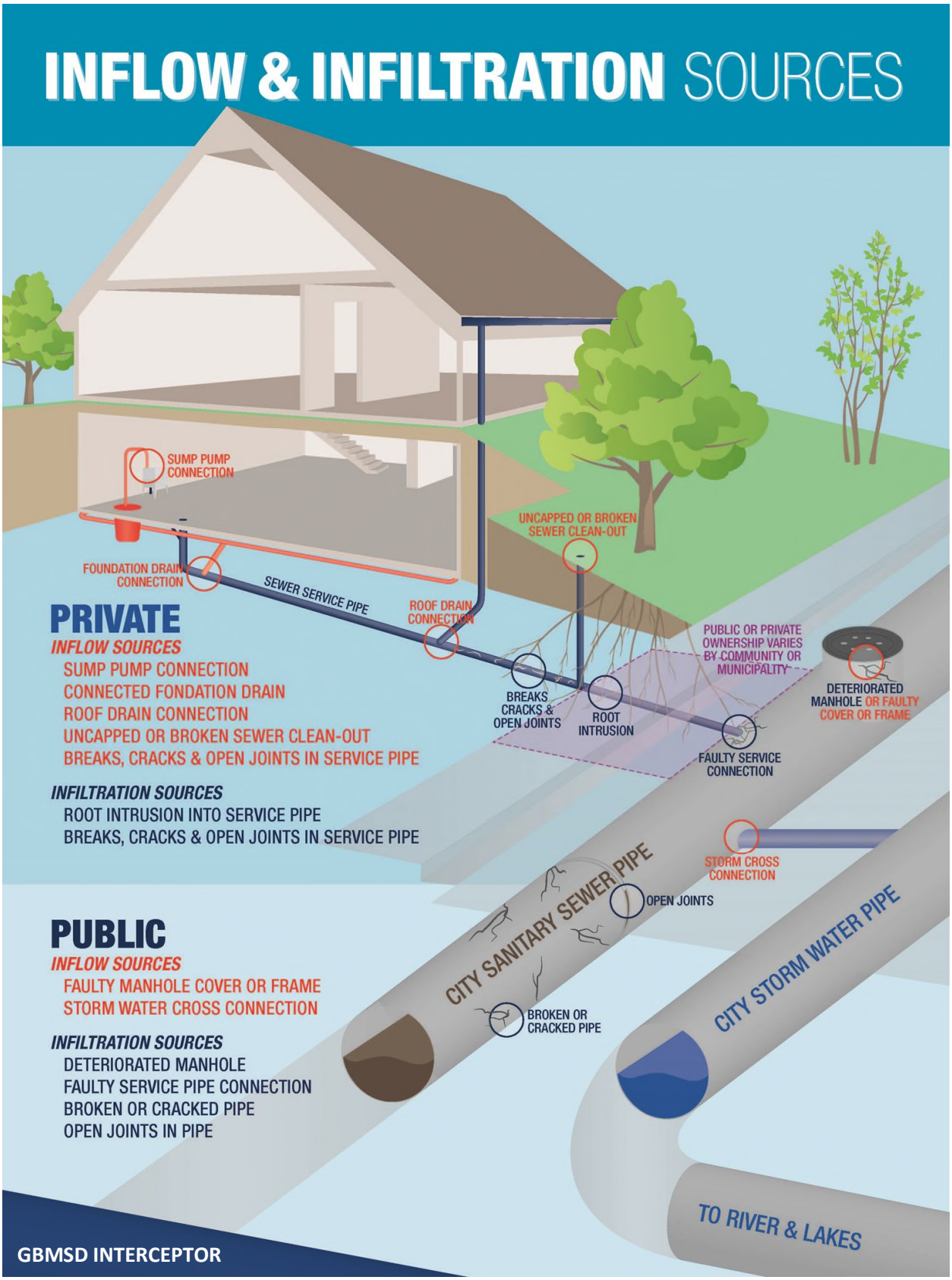


Figure 1 - Common Inflow and Infiltration Sources

Concurrent to this program, staff has continued to implement a smoke testing program, identify and eliminate leaking manhole lids, line defective sanitary sewer lines, and seal identified sources of inflow and infiltration as they arise. As part of the box culvert study completed in 2022, a large source of inflow was eliminated inside the box culvert running from the West De Pere High School to the Fox River as part of the box culvert inspection project.

Sump Pump Installation Background

Sump pump installations for new residential, commercial and industrial buildings were first required after July 17, 1973 pursuant to City of De Pere Municipal Code 26-6 on Sump Pump Installation.

> *26-6 Sump Pump Installation*
>
> *(a) Installation required; discharge regulated. The installation of sump pumps shall be required in all residential, commercial and industrial buildings constructed after July 17, 1973. The effluent from all sump pumps installed pursuant hereto shall be discharged directly into the storm sewer where such sewer is available or can be made available.*
>
> *(b) Permits required; inspection. Any person applying for the plumbing permit under this chapter shall certify to the issuing officer or department that a sump pump shall be installed within such building and shall submit plans and specifications relating to the connection of such pump to the storm sewer. The plumbing inspector or other officer, prior to issuing any permits, shall review and approve such plans and specifications. Any installation and connection hereunder shall be performed in such a manner as to allow for inspection by the plumbing inspector.*

To determine what properties may not have sump pumps, City staff reviewed the 1978 Brown County aerial imagery to see what parts of the City were developed. The original map contained approximately 3,000 parcels that may not have sump pumps installed having been built before the sump pump installation ordinance went into effect. These parcels were further paired down by reviewing inspection records and by visual field inspections from the right-of-way to verify if a sump pump discharge could be observed leaving the structure. The remaining 2,300 properties are what will be targeted for the proposed Foundation Drain Disconnection Program (FDDP). Exhibit 1 shows the parcels to be included in the FDDP.

Foundation Drain Disconnection Program Discussion

Through the American Rescue Plan Act (ARPA), the De Pere Common Council has set $341,873 aside for the installation of sump pumps and the creation of the Foundation Drain Disconnection Program. The Foundation Drain Disconnection Program would be completed in the following phases:

Phase 1 – Education and Outreach

The Department of Public Works plans to send out a letter to all targeted properties within the Foundation Drain Disconnection area. The purpose of this letter would be to educate residents of the detriments of inflow and infiltration as it pertains to the sanitary sewer system, sewage treatment costs, and sewer capacity. The letter would give information about the upcoming FDDP and future mandate requiring that all properties install sump pump systems. An example letter is attached as Exhibit 2 – Education & Outreach Letter.

Staff will also start an educational campaign for the entire city with our website and Facebook. Information will educate all residents about I&I and steps they can take to reduce I&I such as the proper discharge of sump pumps. This will also serve to notify residents of future I&I reduction steps such as sanitary lateral maintenance and upcoming smoke testing programs. Figure 2 below is a sample of information that will be included:

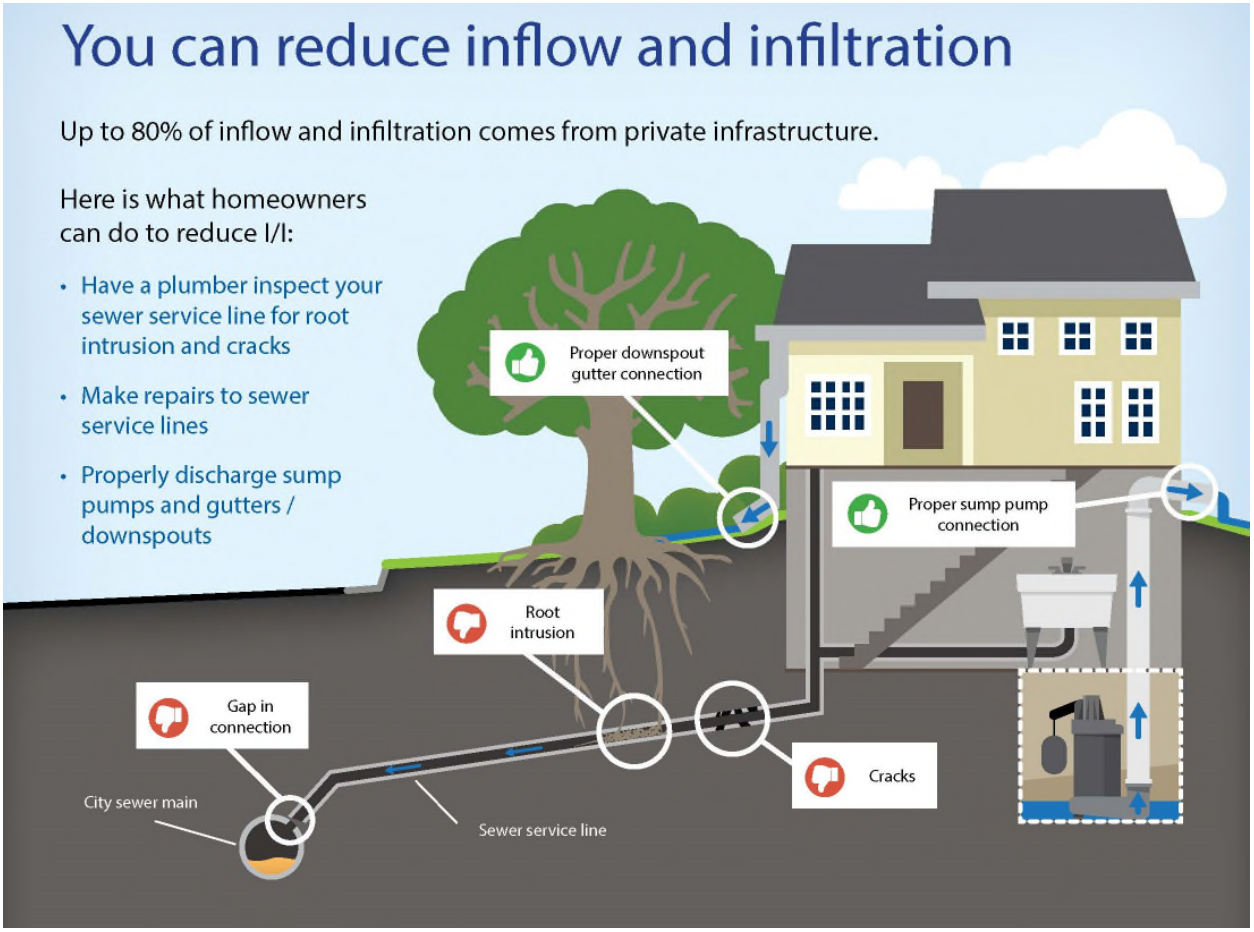


Figure 2 - Benefits of Proper Sump Pump Installation and Lateral Maintenance

Phase 2 – Further Field Investigation

The Department of Public Works will send out a request for proposals to retain a plumbing inspector on an annual basis to assist with the FDDP. The Department of Public Works staff does not have the experience to inspect plumbing work for the FDDP. The plumbing inspector will first inspect properties that self-identify as having sump pump systems in Phase 1 – Education and Outreach and ensure the inspected sump pump systems are in compliance with the City of De Pere Municipal Codes. It is anticipated that the inspector will complete field and in-home inspections of these properties. Additionally, the City may require that drains are televised to ensure that the sump pump systems do not cross connect with the sanitary sewer laterals. The plumbing inspector will be further utilized as the City's primary inspector for Phase 3 – Foundation Drain Disconnection Program.

Phase 3 – Foundation Drain Disconnection Program (FDDP)

In coordination with the retained plumbing inspector, the City will determine how many properties would be feasible to target for sump pump installation on an annual basis. Future items will be brought to the Board of Public Works to further flesh out the FDDP program. Exhibits 3 through 5 list the pros and cons of the following parameters in which staff is looking for input and discussion:

- Mandatory vs. Voluntary Participation
- City Ran Project vs. Resident Led Construction
- City Funding

Included in these comparisons are example communities that also run programs similar to the proposed FDDP. These communities' programs are attached as exhibits:

- The City of Superior Flood Control Program
- The Village of Whitefish Bay Foundation Drain Disconnection Pilot Program
- The Milwaukee Metropolitan Sewerage District Pipe Check Program

Municipal Code Updates

While the previously outlined phases are taking place, the City will need to update the Municipal Code to require that foundation drains are to be disconnected from the sanitary sewer system. The ordinance update will also need to account for the installation of sump pumps to collect foundation water and discharge it into the storm sewer for each property throughout the program area. The following items should also be considered when drafting the municipal code update:

1. If the program remains voluntary in perpetuity, or if a hard-set date is selected to mandate that foundation drains are disconnected.
2. If properties are to be reviewed for sump pumps as part of the upcoming water service inspection program.
3. If the disconnection of foundation drains and the installation of a sump pump system be a requirement building permits moving forward.
4. Should the program target an area that rotates on a yearly basis – like the sidewalk program.

The Foundation Drain Disconnection Program will need to be aggressive given the number of properties targeted. For example, to complete all the sump pump installations in 20 years, staff anticipates needing to have work completed at 115 properties per year.

Recommendation

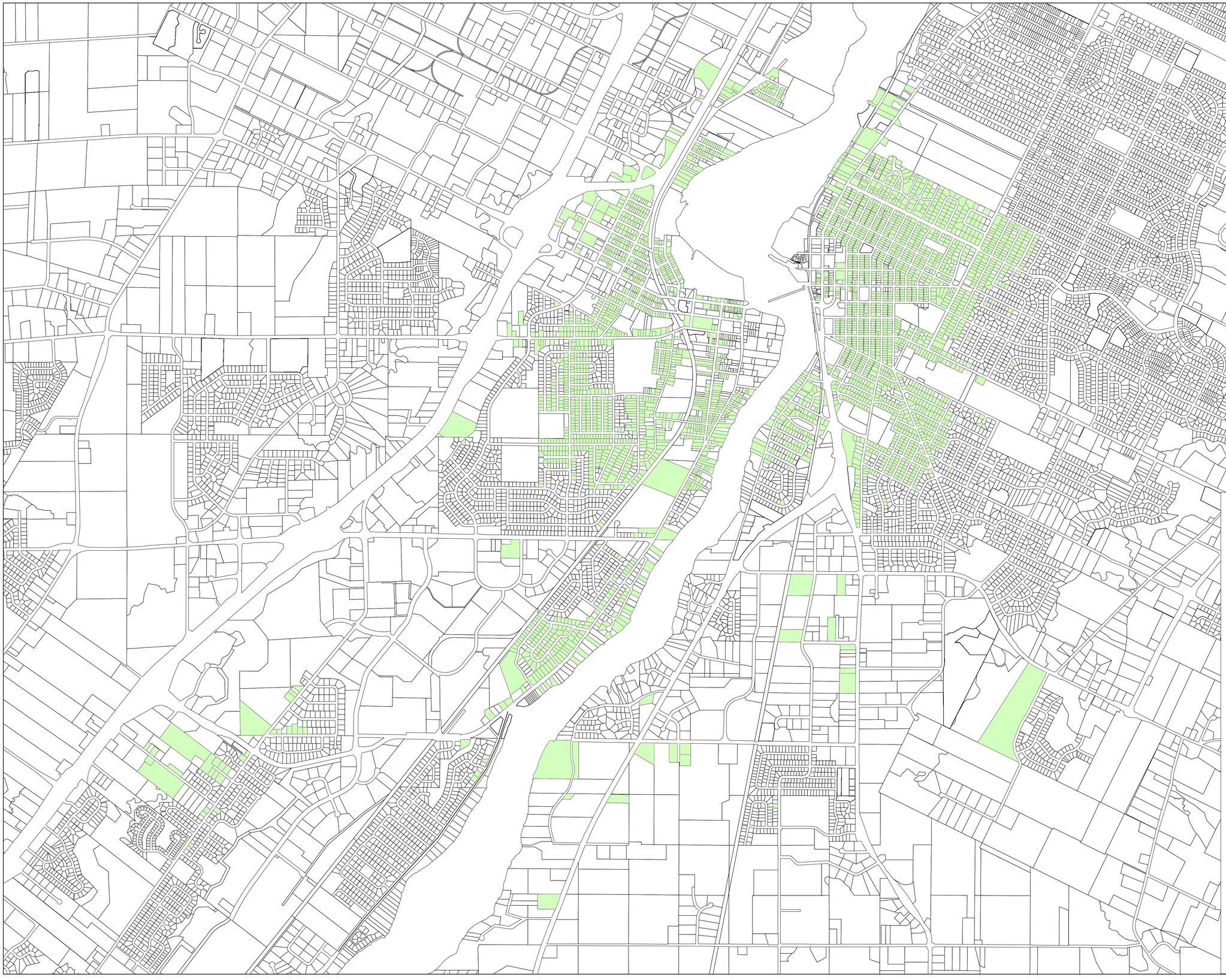
Staff's recommendation is to start phase one of the FDDP and send letters to the properties within the program area. Staff plans to return to the Board of Public Works with a draft Foundation Drain Disconnection Program with funding alternatives identified.

Attachments

Exhibit 1 – Properties Requiring Sump Pump Installation Map
Exhibit 2 – Education and Outreach Letter
Exhibit 3 – Foundation Drain Disconnection Program Participation Considerations
Exhibit 4 – Foundation Drian Disconnection Program Methodology Considerations
Exhibit 5 – Foundation Drian Disconnection Program Funding Considerations
Exhibit 6 – City of Superior Flood Control Program
Exhibit 7 – Village of Whitefish Bay FDDP
Exhibit 8 – Milwaukee Metropolitan Sewerage District Pipe Check Program

EXHIBIT 1

PROPERTIES REQUIRING SUMP PUMP INSTALLATION MAP



LEGEND

1973 & Older Construction

N
W E
S

1 inch = 1,200 feet

DE PERE SM

SUMP PUMP ORDINANCE MAP

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general referance and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

EXHIBIT 2

EDUCATION AND OUTREACH LETTER

CITY OF DE PERE

Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | www.deperewi.gov/engineering

DATE

Property Owner
Owner Street
City, State Zip Code

Re: Foundation Drain Disconnection Program
LOCATION, (PARCEL ID#)

Dear Property Owner,

Starting in the Fall of 2023, the City of De Pere will be implementing a Foundation Drain Disconnection Program to promote the installation of sump pumps. This program will provide financial incentives to homeowners looking to install sump pumps in their basement and disconnect their foundation drains from the City's sanitary sewer system. All homes built after July 17, 1973 were required to install a sump pump as part of the building permit. Your property is being targeted because our records indicate the structure was built prior to or around 1973 and the City has no permit on record for an installed sump pump system nor has a sump pump system been observed from the street.

The purpose behind this program is to reduce sewage treatment costs and provide additional capacity to the sewers throughout the City. Foundation drains collect clear groundwater that does not need treatment. This clear groundwater is then transported to the City's sanitary sewer and ultimately the sewerage treatment plant. Being clear, this groundwater does not need to be collected by the sanitary sewer because it decreases sewer capacity and increases the treatment costs. Currently, there are approximately 2,000 homes being targeted through this Foundation Drain Disconnection Program.

Moving forward, the City is looking to mandate that sump pumps are to be installed at all properties throughout the City. This will be in effort to prevent clear groundwater from being collected in foundation drains and discharged into our sanitary sewer system. Sump pumps

would instead collect this clear water and discharge it either to your property or through a storm sewer lateral to the road and storm sewer system where it will be treated at regional treatment ponds and transported to the local rivers.

To learn more about your properties sump pump system, it would be appreciated if you would contact City staff to review the following information:

1. Do you currently have a sump pump system?
   If yes, the City will need to have an inspector stop by your property to inspect the sump pump system and remove you from the program.
2. Would you like a City representative to contact you to answer additional questions regarding sump pumps or the Foundation Drain Disconnection Program? The City is looking to start a pilot program where the City may fund a portion of the disconnection of foundation drains and installation of sump pumps.

Chase K Kuffel, PE
Assistant City Engineer
925 S. Sixth Street
De Pere, WI 54115
Office: 920-339-4072 extension 2239
ckuffel@deperewi.gov

We appreciate you taking the time to learn about the upcoming Foundation Drain Disconnection Program and providing us any information about your property's current drainage situation.

Respectfully yours,
DEPARTMENT OF PUBLIC WORKS

Chase K Kuffel, PE
Assistant City Engineer
cc. Eric Rakers, City Engineer
Scott Thoresen, Director of Public Works

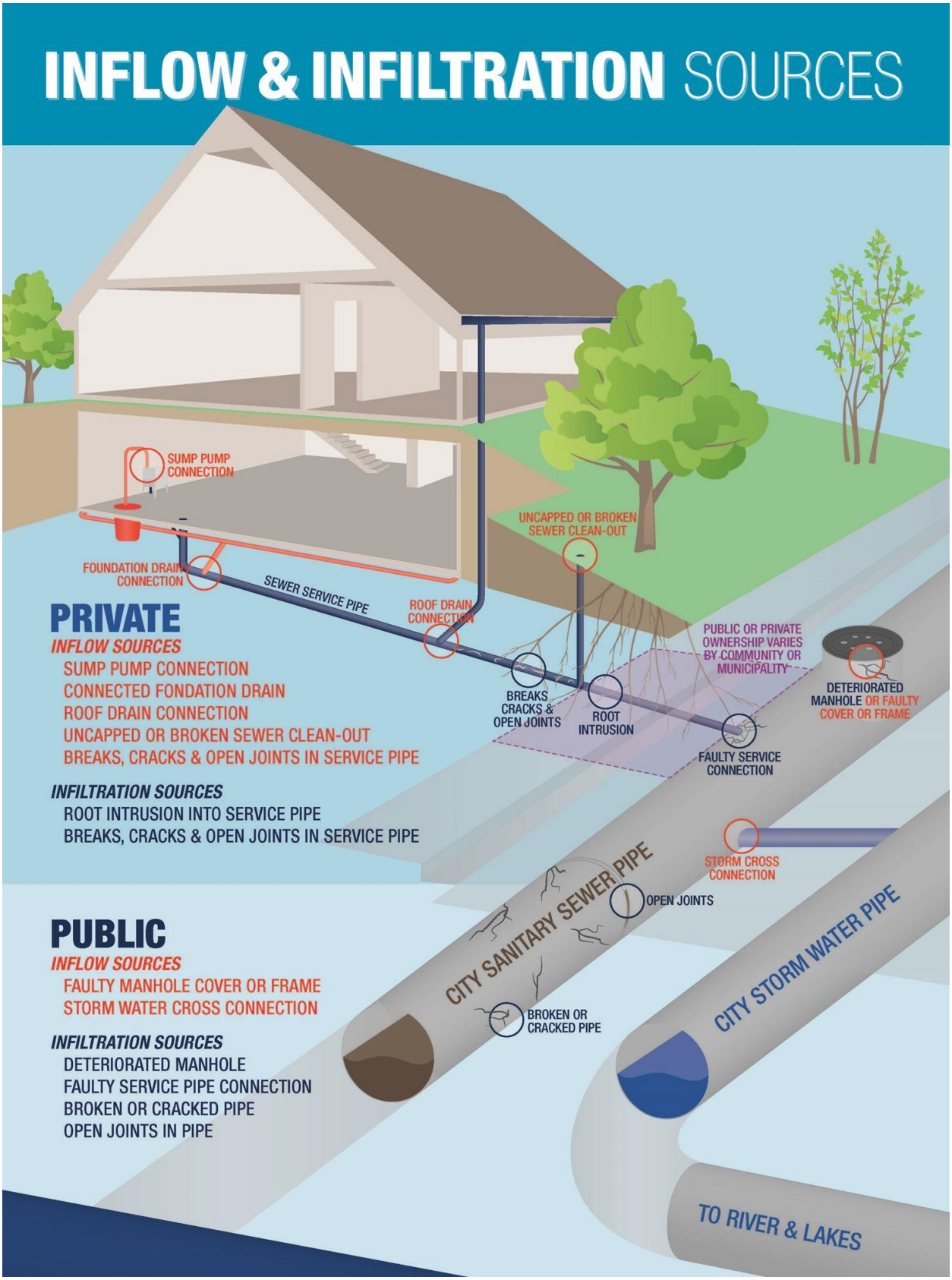

INFLOW & INFILTRATION SOURCES
SUMP PUMP CONNECTION
FOUNDATION DRAIN CONNECTION
SEWER SERVICE PIPE
ROOF DRAIN CONNECTION
UNCAPPED OR BROKEN SEWER CLEAN-OUT
PUBLIC OR PRIVATE OWNERSHIP VARIES BY COMMUNITY OR MUNICIPALITY
DETERIORATED MANHOLE OR FAULTY COVER OR FRAME
BREAKS CRACKS & OPEN JOINTS
ROOT INTRUSION
FAULTY SERVICE CONNECTION
PRIVATE
INFLOW SOURCES
SUMP PUMP CONNECTION
CONNECTED FONDATION DRAIN
ROOF DRAIN CONNECTION
UNCAPPED OR BROKEN SEWER CLEAN-OUT
BREAKS, CRACKS & OPEN JOINTS IN SERVICE PIPE
INFILTRATION SOURCES
ROOT INTRUSION INTO SERVICE PIPE
BREAKS, CRACKS & OPEN JOINTS IN SERVICE PIPE
STORM CROSS CONNECTION
OPEN JOINTS
CITY SANITARY SEWER PIPE
CITY STORM WATER PIPE
BROKEN OR CRACKED PIPE
PUBLIC
INFLOW SOURCES
FAULTY MANHOLE COVER OR FRAME
STORM WATER CROSS CONNECTION
INFILTRATION SOURCES
DETERIORATED MANHOLE
FAULTY SERVICE PIPE CONNECTION
BROKEN OR CRACKED PIPE
OPEN JOINTS IN PIPE
TO RIVER & LAKES

EXHIBIT 3

FOUNDATION DRAIN DISCONNECTION PROGRAM PARTICIPATION CONSIDERATIONS

FUTURE CONSIDERATIONS #1

Foundation Drain Disconnection Program Participation

OPTION A Voluntary Participation		OPTION B Mandatory Participation	
Pros	**Cons**	**Pros**	**Cons**
Improved public relations. The City is not FORCING people to pay the money to disconnect.	**Properties can be scattered throughout the program area, limiting the contractor's efficiency.** **Participation is not known. Could have too many requests where we cannot meet the demand, or too few requests where the program does not make an impact.**	**Target a single area on an annual basis. Increases contractor's efficiency.** **Participation is known on an annual basis.**	**Negative public relations, where City is FORCING people to pay to disconnect.**
Examples: City of Superior Village of Whitefish Bay – 20 properties a year Milwaukee Metropolitan Sewerage District (ARFA) Used by many municipalities.		**Examples:** City of Marinette – No program, property owners are given 30 days.	

EXHIBIT 4

FOUNDATION DRIAN DISCONNECTION PROGRAM METHODOLOGY CONSIDERATIONS

FUTURE CONSIDERATIONS #2

Foundation Drain Disconnection Program Methodology

OPTION A

Citizen Ran Program

Citizens hire their own contractors to disconnect foundation drains and install sump pumps. Once completed, the work is inspected by the City and reimbursed.

Pros	Cons
Less coordination for the City. City would only inspect to verify reimbursement.	**Increased headaches for homeowners to shop for pricing to complete work.**
	Reimbursement disputes.

Examples:

City of Superior

Village of Whitefish Bay – 20 properties a year

Milwaukee Metropolitan Sewerage District (ARFA)

OPTION B

City Ran Program

The City public bids and completes foundation disconnection and sump pump installation work on private property with proper consent of the homeowner.

Pros	Cons
City control of the program. Less headaches for homeowners.	**Increased liability. Warranty issues should things fail.**
Full control of program budget.	**Access and permissions to work on private property.**

Examples:

Milwaukee Metropolitan Sewerage District (AMFA)

EXHIBIT 5

FOUNDATION DRIAN DISCONNECTION PROGRAM FUNDING CONSIDERATIONS

FUTURE CONSIDERATIONS #3

Foundation Drain Disconnection Program Funding

OPTION A

Fully Funded

Work is fully paid for or reimbursed by the City (with parameters established so extra work is not completed on the City dime).

Pros	Cons
Resident friendly program.	**Large City expense.**

Examples:

City of Superior

OPTION B

Partially Funded

Establish a sliding scale or cost share program to incentivize residents to participate. Funding could be:

- **A locked rate,**
- **A sliding scale based on income or year of participation,**
- **An rolling average of costs like storm sewer laterals, or**
- **A combination of items listed above.**

Pros	Cons
Shared expense with property owners.	**Less friendly to residents – still a benefit.**

Examples:

Village of Whitefish Bay - $5,000 per home.

Milwaukee Metropolitan Sewerage District (ARFA) - $2,000 per home.

EXHIBIT 6

CITY OF SUPERIOR FLOOD CONTROL PROGRAM

What are the benefits?

The Stormwater Flood Control Program can assist residents with the costs and installation of the following items:

- **100% of the cost of a stormwater/ surface water survey and site inspection** by SFCP Staff.
- **100% of the materials and installation** of backwater valve, sump pump, clean-out and house trap removal.
- **Up to $150 toward the cost of inspecting private sewer laterals** (televising/cleaning). The homeowner is responsible for any cost exceeding $150.00.
- **Up to 50% of the cost of correcting illicit grey water connections** to the clear water catch basin (up to maximum of $1000.00).

Low-income homeowners may qualify for additional financial support.

How can I apply?

Applications are available online at:

www.ci.superior.wi.us/SFCP

Or contact Amy Homstad at:

Phone: 715-395-5831
E-mail: homstada@ci.superior.wi.us

Learn more and apply at:

www.ci.superior.wi.us/SFCP

THE CITY OF SUPERIOR
WISCONSIN
Living up to our name.

City of Superior

Environmental Services Division of Public Works

51 East 1st Street
Superior, WI 54880
Phone: 715-394-0392

www.ci.superior.wi.us/esd

Stormwater Flood Control Program

sponsored by

Environmental Services Division of Public Works



Image credit: Soumyadeep Paul

How much time and money have you spent cleaning your basement?

What is the Program?

The Stormwater Flood Control Program is a long-term planning approach to manage stormwater runoff.

The Program's main goals are to protect public health and safety, preserve the environment, and limit property damage.

Since 2003, the Stormwater Flood Control Program has helped minimize the incidences of basement flooding ***for over 200*** *Superior homeowners.*

Do I qualify?

The program is available to:

- Single-family, residential homes within the limits of the City of Superior.
- Homeowners that have experienced basement flooding.

Homeowners must have a building sewer inspection performed. During the inspection, the building sewer must be found to be in acceptable condition to qualify for the installation of the sump pump and backwater valve.

What causes my basement to flood?

Inflow and infiltration occurs when stormwater enters the sanitary sewer system.

When too much inflow and infiltration occurs, sanitary sewage can backup into homes, as well as overflow into the surrounding environment.

This program is designed to reduce the frequency and volume of sanitary backups and overflows, as well as the costs associated with them.

Inflow is when stormwater enters the sanitary sewer system through direct, and often illegal, connections.

Infiltration is when stormwater or groundwater enters through damaged or deteriorated sections of the sanitary sewer system.

The City of Superior manages over 150 miles of sanitary sewer and over 90 miles of storm sewer, and is dedicated to managing inflow and infiltration and minimizing number of basement backups.

How can I reduce my risk of basement flooding?

Here are some things you can do to help reduce inflow and infiltration in the sewer system, all of which helps to reduce the risk of basement backups and overflows, the need to build larger pipes and pumps, and the cost to convey and treat groundwater mixed with wastewater.

- Do you have a house built before the 1970's? If so, you may have active foundation drains that are connected to the sanitary sewer. Inspect your roof gutters and downspouts to see if they are connected to the sewer system. If so, have them disconnected. Downspouts may be directed onto lawns or garden beds and should be extended at least 10 feet from the foundation of the home.
- If your home has a sump pump, make sure it is not connected to the sanitary sewer system. If it is, it must be disconnected. Like downspouts, sump pump discharges can be directed onto lawns or flower beds, and should be at least 10 feet from the foundation of the building.
- Keep your building sewer in good connection with a clean line and do not plant bushes or trees on top of it.
- Ensure the grade around your house properly slopes away from the foundation. In addition, any basement windows below grade should either be removed or raised to prevent water from entering during heavy rain events. Alternatively, water-tight or glass-block windows can be installed.
- Install a cleanout in case you or your plumber need quick access to clear a blockage or stop a back-up. Remember to always keep a cap on the cleanout to prevent stormwater and debris from getting into the line.

EXHIBIT 7

VILLAGE OF WHITEFISH BAY FOUNDATION DRAIN DISCONNECTION PILOT PROGRAM

July 6, 2020

Village of Whitefish Bay
2020 Foundation Drain Disconnect Pilot Program Introduced

The Village of Whitefish Bay is introducing a new pilot program in 2020 to reduce clear water flows into the Village sanitary sewer system from private home underground foundation drains. This 2020 pilot program will provide up to $5,000.00 per home for as many as 20 qualifying homes in the Village. This work will include a homeowner digging up and accessing their existing foundation drain system through their basement floor, installing a basement sump pump, and then providing a buried sump pump connection directly to the public storm sewer system.

For this pilot program the Village has identified a targeted area in the southern portion of the Village that is known to have higher than average levels of clear water entering the Village sanitary sewer system (see map on back side). Within that targeted area, many homes have direct access to a buried storm sewer pipe connection to the public storm sewer system. In addition, homes in other areas of the Village that have a buried storm sewer pipe connection to the public storm sewer system or are willing to install a buried storm sewer pipe connection may qualify as well.

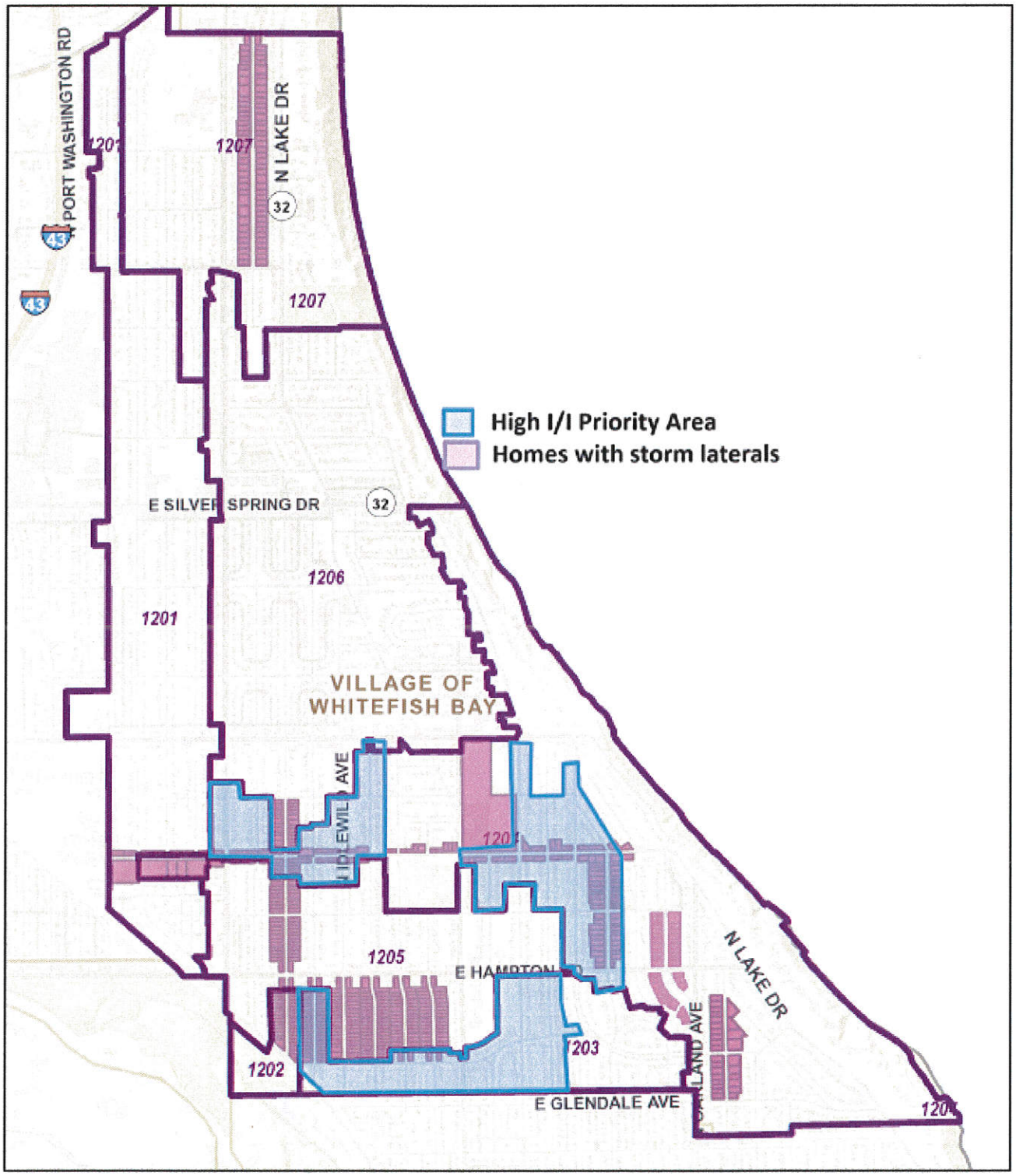
Included in this mailer is the Private Property Foundation Drain Disconnect (FDD) Pilot Program application form. Property owners interested in being included in this pilot program should complete the attached form and submit their application to Whitefish Bay Village Hall.

Note: Applications will be reviewed first come, first served as they are received for qualification and approval.

If you should have any questions regarding this project, feel free to contact:

Spencer Charczuk, EIT, Staff Engineer

414-962-6690 extension 123 or s.charczuk@wfbvillage.org



FDD Pilot Program

SCALE: 1" = 1505 '

Village of Whitefish Bay
155 W. Fairmount Ave
Whitefish Bay, WI 53217-5399
414-962-6690

Print Date: 11/6/2019

Village of Whitefish Bay, Wisconsin
Public Works Department
Private Property Foundation Drain Disconnect (FDD)Pilot Program
(Updated 5/11/2020)

Name:_____ Address:_____

Email Address:_____ Phone #:_____

Properties that qualify for $4,750 FDD/ sump pump system installation and $250 system backup reimbursement payments.

- Be located in the approved geographic location (see map).
- Have an active foundation drain that discharges directly into their private sanitary sewer lateral and then the public sanitary sewer system.
- Install a foundation drain disconnect system that meets the following parameters:
  - Sump basin minimum size of 18" diameter wide and 22" deep.
  - Submersible pump 1/3hp min, cast iron or stainless steel, 3 yr warranty, 40gpm/10ft head
  - Simplex non-GFCI outlet on a dedicated circuit including a GFCI auxiliary outlet
  - Pump motor run time totalizer included
  - Residents are willing to report totalizer hours to Village staff upon request.
  - Existing sanitary sewer lateral palmer valve capped off at the floor drain.
  - New sump pump system discharges directly to a buried private storm sewer lateral that is connected to the public storm sewer system with approved air gap.
  - Discharge pipe check valve installed to provide slope / drainage
  - System backup installation (recommended)
- Obtain all required construction permits and inspections.
- Submit to the Village all paid expense receipts for the project
- Village staff believe this work will redirect foundation drain waters away from the sanitary sewer system

Properties that do not qualify:

- Any new sump pump installations as required per Village building code for new construction, remodeling or additions
- Existing sump pump system replacements, repairs or modifications
- FDD systems that discharge above ground at-grade and not into an approved underground storm sewer pipe.
- Any resident that does not meet all of the listed program requirements
- Any property where Village staff deems that the proposed FDD system will not provide a reduction in clear water flows to the public sanitary sewer system.

I wish for my property to be included for consideration in the Village of Whitefish Bay Private Property Foundation Drain Disconnection Program. I understand submittal of this application does not guarantee acceptance into this program. Applications will be reviewed as they are received on a first come, first serve basis. Village staff will review the application for approval meeting all published qualifications and reserves the right to rank and select applicants to best serve the Village. I hereby give permission for Village staff to schedule and conduct an inspection verifying sump pump system installation and foundation drain disconnection upon completion.

Applicant Signature:_____ **Date:**_____

Submit Application to: Whitefish Bay Village Hall - 5300 N. Marlborough Drive, Whitefish Bay, WI 53217
Questions Contact: Spencer Charczuk- Staff Engineer @ s.charczuk@wfbvillage.org or (414)962-6690 ext. 123

EXHIBIT 8

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
PIPE CHECK PROGRAM

PIPE CHECK
PROGRAM

Do you get water in your basement?

Do you find yourself cleaning your lateral out every year?

We can help!



The Milwaukee Metropolitan Sewerage Districts' (MMSD) Pipe Check program provides financial incentives to help homeowners cover a portion of the costs to eliminate clear water from entering the sanitary lateral, therefore decreasing the risk of a basement backup.

Water in your basement can be caused by rain or groundwater, also known as clear water, overwhelming your sanitary lateral pipe causing sewage and water to back up in your basement. Sources of clear water include connected downspouts and foundation drains. Defects in your lateral such as cracks, holes, and roots also allow clear water into your lateral. All of these sources increase the likelihood of basement backups.

The first step in participating in the Pipe Check program is having a Clear Water Evaluation completed by a program Approved Contractor.

A Clear Water Evaluation identifies sources of clear water discharging to your sanitary lateral. Following the Clear Water Evaluation, the contractor reviews the results and program requirements, and recommends work to be completed.

Improvements in your home's sewer pipes, which connect to the greater sewer system, will help MMSD reduce the risk of basement backups for you, your neighbors, and prevent overflows into Lake Michigan.

PARTICIPATION REQUIREMENTS

Participants must meet the following requirements to participate in the Pipe Check program:

- Property is located within MMSD service area (visit **mmsd.com/about-us** for a map)
- Home is a one or two family home
- No income requirement to participate
- A Clear Water Evaluation is completed by an Approved Contractor
- W-9 is submitted to MMSD (Note: The value of the financial incentive is taxable. MMSD will provide a 1099 at the end of the year.)
- Participation waiver signed by homeowner
- An Approved Contractor completes all required work identified in the Clear Water Evaluation

Milwaukee Metropolitan Sewerage District (MMSD)
260 W Seeboth Street
Milwaukee, WI 53204

Contact Us
Phone: 414-225-2250
E-mail: PipeCheckInfo@MMSD.com

MMSD



HOW DOES THE PROGRAM WORK?

1. Homeowner contacts an Approved Contractor
2. Approved Contractor completes a site visit and a Clear Water Evaluation
3. Contractor reviews the results of the Clear Water Evaluation and the program's participation requirements with the homeowner
4. If the homeowner agrees to the identified work and their portion of the total costs, the homeowner can choose to sign a contract with the Approved Contractor to have the work completed
5. The full scope of work is completed to the satisfaction of the homeowner and the requirements of the Pipe Check program
6. The Pipe Check program pays the incentives directly to the Approved Contractor
7. The Pipe Check Approved Contractor bills the homeowner the remaining portion of the work, per the requirements of the contract
8. The homeowner pays the Approved Contractor the remaining amount due

FINANCIAL INCENTIVES

Financial incentive is based on the findings of the Clear Water Evaluation by an Approved Contractor and will not cover the full cost of the project. MMSD reduces the total project costs by the following amounts.

Foundation Drain Disconnection **$2,000**
Install sump pump & discharge piping, disconnect foundation drain from sanitary sewer lateral, and remove existing palmer valve

Remove Palmer Valve, Only **$350**
Identify location of palmer valve, remove existing palmer valve, cap foundation drain, and restore site

Reroute Existing Sump Pump Discharge **$300**
Disconnect existing sump pump discharge piping and reroute to a building code compliant location

New Storm Lateral, Connected to Existing Storm Sewer **$1,000**
A new storm lateral is installed from the house to an existing storm sewer

Disconnect Downspouts **$25 each**
Disconnect existing gutter downspouts from sanitary sewer and reroute to discharge to yard or storm lateral (max of 4)

Full Lateral Replacement **$5,000-$7,000**
Lateral replacement from the house to the sanitary main completed via open cut or pipe bursting

Lateral Lining **$1,500**
A cured in place pipe (CIPP) is installed in the lateral from under the home to the connection at the sanitary sewer mainline

WHAT IS AN APPROVED CONTRACTOR?

An Approved Contractor is selected by MMSD through an assessment of their technical skills, experience, and customer service which qualify them to participate in the program. An approved contractor must be used by the homeowner to be eligible for the financial incentives.

TO FIND AN APPROVED CONTRACTOR, please hold your phone's camera over the code and click the link that pops up. This will take you to the Pipe Check website.

21-153

For additional information on the Pipe Check Program and managing water on your property, see **mmsd.com/pipecheck**

MMSD

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Public Works**
FROM:	**Eric Zygarlicke**
SUBJECT:	**Consideration and Possible Action on Enterprise Drive Reservoir Cleaning and Overcoating***

ATTACHMENTS:

- Enterprise Drive Reservoir Clean & Overcoat 2023-04-10 (PDF)
- Reservoir Cleaing and Painting Proposal Summary 3-21-2023 (PDF)
- 2023 Enterprise Reservoir Cleaning & Overcoating 2-14-2023 (PDF)
- Consultant Agreement Template 12-8 -2020 (PDF)
- Enterprise Res Overcoat Bid 2023 WTCC Inc. (PDF)
- 2023 Enterprise Reservoir Cleaning Overcoating (002)(PDF)
- Classic Protective Coating Inc - Proposal Form(PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Eric J. Zygarlicke, Water Department Supervisor
Date: April 10, 2023
RE: Consideration and Possible Action on Enterprise Drive Reservoir Cleaning and Overcoating*

The Enterprise Drive reservoir was constructed in 2006 and was last inspected in 2018. It is in need of cleaning and painting to help extend the life of the exterior of this concrete tank, and to help protect it from the environment.

The department updated the proposal revising the umbrella insurance requirement and re-solicited the three (3) companies that had submitted a quote the first round in January. The City has received the following quotes for performing the cleaning and overcoating:

Classic Protective Coatings, of Menomonie, WI

Enterprise Reservoir = $ 116,080.00

Badger Specialty Coatings & Construction, of Janesville, WI

Enterprise Reservoir = $ 82,458.00

Water Tower Clean and Coat, Inc. of Lodi, WI

Enterprise Reservoir = $ 67,500.00

The department reviewed the proposals that were submitted. The department recommends approving the proposal from Water Tower Clean and Coat, of Lodi, WI for the Enterprise Drive reservoir cleaning and painting for $67,500.00. Even though the current bid is over the budgeted amount for this project, the 2023 water utility budget does have sufficient funds when considering the cost savings from the other water utility capital projects.

Enterprise Reservoir Cleaning & Painting Proposal Summary 3-3-2023

Company Name	Tank	LS
Water Tower Clean and Coat, Inc.		
	Enterprise Reservoir	**$67,500.00**
Classic Protective Coating, Inc		
	Enterprise Reservoir	**$116,080.00**
Badger Specialty Coating LLC		
	Enterprise Reservoir	**$82,458.00**
MIDCO Diving & Marine		
	Enterprise Reservoir	**No Bid**
Lane Tank Company, Inc.		
	Enterprise Reservoir	**No Bid**
Pittsburg Tank & Tower Group		
	Enterprise Reservoir	**No Bid**
St. Germain Sandblasting		
	Enterprise Reservoir	**No Bid**
James Orr Coating Inspection, LLC		
	Enterprise Reservoir	**No Bid**

CITY OF DE PERE

Public Works Department

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

February 14, 2023

RE: Request for Proposals
2023 Enterprise Reservoir Cleaning & Overcoating

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and overcoating of the City's Enterprise Drive concrete ground storage reservoir.

Enterprise Reservoir

The Enterprise Reservoir located at 1851 Enterprise Drive is a 1,250,000-gallon concrete ground storage reservoir that was constructed in 2006. Your firm will be required to review existing drawings and as-built documents and any other pertinent information regarding the reservoir in order to complete the scope of work for this project. (See picture below) The overflow height of the reservoir is 35-feet. The diameter of the tank is 78-feet.



Scope of Work:

1. Review existing drawings and as-built documents for the reservoir and any other pertinent information regarding the reservoir to complete the scope of work for the project.

2. The cleaning and overcoat painting shall meet all requirements of the Wisconsin Department of Natural Resources (WDNR), State Statues, Municipal codes, or other code requirements which includes obtaining any necessary approvals or permits by contractor.

3. Prepare all reports for Wisconsin Department of Natural Resources (WDNR) as required. The contractor shall prepare and submit all necessary WDNR forms and reports to the WDNR. The Notice To Proceed (NTP) will be granted having received State approval for the project.

4. Aggressive power wash of entire reservoir.

5. Overcoat of Euclid Tammscoat color Adobe on the pillars and color Summer on the tank and roof, or equivalent(s) of entire reservoir. Example: Tnemec Series 180 Tneme-Crete would be an acceptable replacement provided the color schemes match the existing, per City approval.

6. The overcoat painting will be warranted to be free of defects for a period of five (5) years. The five (5) year warranty shall include all parts and labor to address any defects.

7. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the exterior cleaning and overcoating of the reservoir.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Payment:

Payment shall be made when the following conditions have been met:

1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction for the exterior cleaning and overcoating of the reservoir.

2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The exterior cleaning and overcoating of the reservoir shall be completed by October 1, 2023.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide 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 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 to 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 per person/per accident.

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 engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The contractor shall take precautions to prevent damage to property and any underground lines and shall restore the site to the conditions existing prior to the start of the project, including the restoration of any damage to, or tracks left in grassy areas caused by large equipment. Topsoil, seed, and mulch landscape restoration will be required.

Additional Information:

- Sample consultant agreement is attached.

All proposals should include the following information:

1) Previous Experience: Past Work on projects of similar or greater magnitude.

2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.

3) Cost: Firm shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

4) Schedule: Firm shall submit the number of days to complete the cleaning and overcoat painting of the standpipe reservoir, and the anticipated start date on the proposal sheet provided with this proposal to complete all work mentioned above.

You may submit your proposal via e-mail to ezygarlicke@deperewi.gov or deliver, either in – person, or by courier or mail to:

Eric Zygarlicke
Water Department Supervisor, OIC
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be marked **"2023 Enterprise Reservoir Cleaning & Overcoating"** and received no later than ~~2:00 PM (CST) on Thursday, January 26, 2023.~~

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

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063 or ezygarlicke@deperewi.gov.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric Zygarlicke
Water Department Supervisor, OIC

City of De Pere Water Utility
2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir cleaning and overcoating to meet said requirements are as follows:

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: $ _____

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of:_____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

_____ _____

Signature of Bidder Date

_____ _____

Print or Type Name of Bidder Title

Estimated Start Date: _____

Estimated Work Days to Complete: _____

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.

SAMPLE

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

SAMPLE

VI. 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

SAMPLE

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

SAMPLE

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.

SAMPLE

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:

SAMPLE

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)

By: _____
Name: _____

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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

SAMPLE

City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir cleaning and overcoating to meet said requirements are as follows:

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: $ 67,500

Sixty Seven thousand five hundred

Water Tower Clean & Coat, Inc

Name of Firm

W11822 Reynolds Rd Lodi, WI 53555

Address of Firm

608 279 3438 - Russ Fiene

Telephone Number

608 234 8932 - Sam Pague

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: Water Tower Clean & Coat, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

March 3, 2023
Date

Sam Paque
Print or Type Name of Bidder

Vice President
Title

Estimated Start Date: August 1, 2023

Estimated Work Days to Complete: 5

City of De Pere Water Utility
2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir cleaning and overcoating to meet said requirements are as follows:

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: $ 82,458.00

BADGER SPECIALTY COATINGS LLC
Name of Firm

4009 SANDHILL DR JANESVILLE, WI 53546
Address of Firm

608 290 3500
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: BADGER SPECIALTY COATINGS LLC and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Daniel Tuescher
Signature of Bidder

3/17/23
Date

DANIEL TUESCHER
Print or Type Name of Bidder

PARTNER
Title

Estimated Start Date: 5-1-23

Estimated Work Days to Complete: 21

City of De Pere Water Utility

2023 Enterprise Reservoir Cleaning & Overcoating Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment, warranty, and incidentals necessary for the completion of the reservoir cleaning and overcoating to meet all Wisconsin Department of Natural Resources (WDNR), Wisconsin Statutes, and other code requirement as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the price for the reservoir cleaning and overcoating to meet said requirements are as follows:

Lump Sum Price for Enterprise Reservoir Cleaning & Overcoating: $ 116,080.00

Classic Protective Coatings, Inc.
Name of Firm

N7670 State Road 25 Menomonie, WI 54751
Address of Firm

715-233-6267
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Classic Protective Coatings, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

1-25-23
Date

Michael Burke
Print or Type Name of Bidder

Chief of Operations
Title

Estimated Start Date: May 2023

Estimated Work Days to Complete: 10

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 23-09 Pond and Drainage System Construction***

ATTACHMENTS:

- 2023 0410 CI_BOPW_Award_23-09 (PDF)
- 2023 0330 CE_Project 23-09_Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 10, 2023

RE: **Consideration and possible action on award of Contract 23-09 Pond and Drainage System Construction***

The Engineering Department received bids on Project 23-09 Pond and Drainage System Construction on March 30, 2023. The project consists of the construction of a new storm water treatment pond along the Fox River Trail and Front Street from Franklin Street to 250 feet north of Fulton Street. The bids received were as follows:

Contractor	Base Bid
Advance Construction, Inc.	$270,923.40
Peters Concrete Company	$277,368.50
Superior Sewer and Water Inc.	$299,998.70
Relyco Plus LLC	$317,097.50
Dorner Inc.	$367,039.00

The City allocated $275,000 for construction in 2023 with $97,800 from a Wisconsin Department of Natural Resources grant and the remaining $177,200 from the storm water utility.

Staff's recommendation is to accept the bid from Advance Construction, Inc. in the amount of $270,923.40.

Attachments:
2023 0330 CE Project 23-09 Bid Tab (PDF)

DE PERE

PROJECT 23-09
POND AND DRAINAGE SYSTEM CONSTRUCTION

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5	
				Advance Construction Inc.		Peters Concrete Company		Superior Sewer and Water Inc.		Relyco Plus LLC		Dorner Inc.	
Item	Description	Unit	Qty	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
STORM SEWER													
ST-01	Provide 42" RCP (Class III) Storm Sewer (Granular Backfill)	LF	32	$225.00	$7,200.00	$198.00	$6,336.00	$200.00	$6,400.00	$206.00	$6,592.00	$250.00	$8,000.00
ST-02	Provide 42" RCP (Class III) Storm Sewer (Natural Backfill)	LF	100	$188.00	$18,800.00	$167.80	$16,780.00	$162.00	$16,200.00	$195.00	$19,500.00	$216.00	$21,600.00
ST-03	Remove and Relay 36" RCP (Class III) Storm Sewer (Natural Backfill)	LF	34	$174.00	$5,916.00	$172.00	$5,848.00	$148.00	$5,032.00	$203.00	$6,902.00	$275.00	$9,350.00
ST-04	Provide 24" RCP (Class III) Storm Sewer (Natural Backfill)	LF	340	$82.00	$27,880.00	$77.00	$26,180.00	$91.00	$30,940.00	$101.00	$34,340.00	$91.00	$30,940.00
ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	160	$64.00	$10,240.00	$58.35	$9,336.00	$70.00	$11,200.00	$71.50	$11,440.00	$80.00	$12,800.00
ST-06	Provide 12" PVC Storm Sewer (Natural Backfill)	LF	90	$64.00	$5,760.00	$97.00	$8,730.00	$70.00	$6,300.00	$88.00	$7,920.00	$98.00	$8,820.00
ST-07	Provide 12" PVC Storm Sewer (Granular Backfill)	LF	20	$87.00	$1,740.00	$120.00	$2,400.00	$102.00	$2,040.00	$98.00	$1,960.00	$155.00	$3,100.00
ST-08	Provide 8' Diameter Storm Manhole (With Internal Weir)	VF	7	$2,032.00	$14,224.00	$2,040.00	$14,280.00	$1,756.00	$12,292.00	$2,195.00	$15,365.00	$2,300.00	$16,100.00
ST-09	Provide 6' Diameter Storm Manhole	VF	13	$1,233.00	$16,029.00	$1,000.00	$13,000.00	$1,139.00	$14,807.00	$1,220.00	$15,860.00	$1,300.00	$16,900.00
ST-10	Provide 4' Diameter Storm Manhole	VF	9	$870.00	$7,830.00	$694.00	$6,246.00	$688.00	$6,192.00	$860.00	$7,740.00	$955.00	$8,595.00
ST-11	Provide Pond Discharge Structure	EA	1	$6,000.00	$6,000.00	$4,560.00	$4,560.00	$4,210.00	$4,210.00	$4,650.00	$4,650.00	$5,620.00	$5,620.00
ST-12	Provide Type B Inlet	EA	2	$2,795.00	$5,590.00	$2,840.00	$5,680.00	$2,340.00	$4,680.00	$3,100.00	$6,200.00	$3,275.00	$6,550.00
ST-13	Connect to Structure and/or Existing Pipe	EA	3	$500.00	$1,500.00	$1,000.00	$3,000.00	$1,000.00	$3,000.00	$1,175.00	$3,525.00	$1,000.00	$3,000.00
ST-14	Core Drill Existing Structure	EA	1	$500.00	$500.00	$200.00	$200.00	$440.00	$440.00	$1,165.00	$1,165.00	$1,000.00	$1,000.00
ST-15	Provide 42" RCP Endwall	EA	1	$2,675.00	$2,675.00	$2,600.00	$2,600.00	$2,334.00	$2,334.00	$2,545.00	$2,545.00	$3,200.00	$3,200.00
ST-16	Provide 24" RCP Endwall with Grate	EA	1	$2,564.00	$2,564.00	$2,400.00	$2,400.00	$2,334.00	$2,334.00	$2,640.00	$2,640.00	$3,100.00	$3,100.00
ST-17	Provide 12" RCP Endwall	EA	3	$1,243.00	$3,729.00	$900.00	$2,700.00	$747.00	$2,241.00	$1,100.00	$3,300.00	$1,300.00	$3,900.00
ST-18	12" Backflow Preventer (Tideflex Checkmate or Equal)	EA	1	$2,420.00	$2,420.00	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
ST-19	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$5,000.00	$5,000.00	$4,100.00	$4,100.00	$3,291.00	$3,291.00	$4,565.00	$4,565.00	$2,550.00	$2,550.00
STREET AND DRAINAGE													
SD-01	Provide Clearing and Grubbing	IN	155	$30.00	$4,650.00	$45.00	$6,975.00	$75.00	$11,625.00	$45.00	$6,975.00	$53.00	$8,215.00
SD-02	Unclassified Excavation	CY	6150	$12.00	$73,800.00	$14.35	$88,252.50	$18.37	$112,975.50	$17.15	$105,472.50	$22.50	$138,375.00
SD-03	Provide Asphalt Patch (4" Depth Minimum)	SY	62	$59.20	$3,670.40	$60.00	$3,720.00	$61.25	$3,797.50	$79.50	$4,929.00	$78.00	$4,836.00
SD-04	Remove and Replace 24" Concrete Curb and Gutter	LF	35	$80.00	$2,800.00	$80.00	$2,800.00	$25.00	$875.00	$65.00	$2,275.00	$127.00	$4,445.00
SD-05	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	40	$3.00	$120.00	$3.00	$120.00	$2.00	$80.00	$3.00	$120.00	$8.30	$332.00
SD-06	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and	EA	4	$10.00	$40.00	$10.00	$40.00	$5.00	$20.00	$10.00	$40.00	$29.00	$116.00
SD-07	Landscaping - Topsoil, Fertilizer, Mesic Prairie Planting, and Erosion Mat	SY	3000	$2.95	$8,850.00	$5.35	$16,050.00	$5.68	$17,040.00	$3.88	$11,640.00	$5.20	$15,600.00
SD-08	Landscaping - Topsoil, Fertilizer, Mesic Prairie Planting, and	SY	200	$2.95	$590.00	$3.85	$770.00	$4.98	$996.00	$2.92	$584.00	$4.50	$900.00
SD-09	Landscaping - Topsoil, Seed, Fertilizer and Erosion Mat	SY	450	$2.95	$1,327.50	$4.85	$2,182.50	$5.57	$2,506.50	$3.38	$1,521.00	$5.50	$2,475.00
SD-10	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	200	$2.95	$590.00	$3.85	$770.00	$4.50	$900.00	$2.42	$484.00	$3.70	$740.00
SPECIAL CONSTRUCTION													
SC-01	Pipe Foundation Stabilization	CY	20	$30.00	$600.00	$35.00	$700.00	$0.01	$0.20	$68.15	$1,363.00	$40.00	$800.00
SC-02	Adjust Manhole Provide New Casting	EA	1	$961.00	$961.00	$750.00	$750.00	$800.00	$800.00	$1,195.00	$1,195.00	$850.00	$850.00
SC-03	Provide Silt Fence	LF	170	$2.00	$340.00	$5.00	$850.00	$2.25	$382.50	$4.50	$765.00	$6.50	$1,105.00
SC-04	Bentonite Clay Dam on Sanitary Sewer	EA	1	$700.00	$700.00	$2,500.00	$2,500.00	$105.00	$105.00	$1,250.00	$1,250.00	$2,500.00	$2,500.00
SC-05	Inlet Protection Type D	EA	5	$120.00	$600.00	$135.00	$675.00	$100.00	$500.00	$145.00	$725.00	$150.00	$750.00
SC-06	Provide Medium Rip Rap w/ Geotextile Fabric (Type HR)	SY	150	$75.00	$11,250.00	$38.00	$5,700.00	$16.50	$2,475.00	$66.00	$9,900.00	$50.00	$7,500.00
SC-07	Tracking Pad	EA	1	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$1,750.00	$1,750.00	$2,000.00	$2,000.00
SC-08	Remove and Reset Existing Fence, Remove and Replant Existing Apple Trees	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$6,500.00	$6,500.00	$4,900.00	$4,900.00	$5,000.00	$5,000.00
SC-09	Televising 36" Sanitary Sewer	LF	1250	$1.15	$1,437.50	$1.15	$1,437.50	$0.55	$687.50	$1.20	$1,500.00	$1.50	$1,875.00
	TOTAL AMOUNT BID:				**$270,923.40**		**$277,368.50**		**$299,998.70**		**$317,097.50**		**$367,039.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on reconstruction of additional alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation***

ATTACHMENTS:

- 2023 0410 CI_BOPW_Alley Addition to 23-02 (PDF)
- P&P_Lewis_Charles-Superior_Huron (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: April 10, 2023

RE: **Consideration and possible action to reconstruct an additional alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation***

Last year, staff bid alley reconstructions under Project 22-24. The project included four alleys. Due to the high cost, the bids were rejected. Three of the alleys were re-bid in 2023 as part of a larger project in hopes of getting better bids. This was very successful. Staff is proposing to reconstruct the fourth alley under Project 23-02.

Background

The Engineering Department received bids on Project 23-02 Ridgeway and East River Drive Pavement Rehabilitation on Wednesday, March 1, 2023 and presented to the Board on March 13, 2023. This project included three alleys for reconstruction.

- Reconstruct the alley from Charles Street to George Steet (CTH G), between S. Wisconsin Street and S. Michigan Street.
- Reconstruct the alley from Lewis Street to Charles Street, between S. Huron Street and S. Erie Street.
- Reconstruct the alley from Chicago Street to Lewis Street, between S. Huron Street and S. Erie Street.

The allocated amount from the capital improvement budget is $1,650,000 while the project bid was $1,305,000. The majority of the savings was the alley budget. The budget for the three alleys is $360,000 while the approximate bid amount of $110,000.

Discussion

As indicated at the beginning of this memo, there were four alleys included for reconstruction last year. The fourth alley is from Lewis Street to Charles Street, between S. Superior Street and S. Huron Street. Staff reviewed with the Contractor for Project 23-02, and they are agreeable to utilize the same bid items as the other alleys included in the project. It is estimated that this alley will cost approximately $50,000, which will leave a remaining $200,000 from the alley budget. There are several advantages to adding this alley back in including:

- It is immediately adjacent to the ongoing Lewis Street Reconstruction and Kruczek Construction is the contractor for both projects.
- The design is already completed.
- These property owners were notified of the project last year.
- Favorable bid prices.

Recommendation

Staff's recommends to approve adding the reconstruction of the alley from Lewis Street to Charles Street, between S. Superior Street and S. Huron Street to Project 23-02.

Attachments:
P&P_Lewis-Charles-Superior-Huron


703
ED-1020
ED-1020
703
ED-1021
227
ED-1022
221
ED-1023
215
ED-1024
207
ED-1025
201
ED-1013
133
GARAGE
ROW
PL
HO
OH
CONC SDWK
CONC
ASPH
GRVL
ST ST
San
267'-12" RCP ST
145'-12" LINED CONC SAN
F-F
EXIST SANMH (2)
20+00
21+00
22+00
23+00
24+00
24+81
199'-8" SAN CLAY (LINED BY OTHERS)
191'-8" LINED CONC SAN
35'-12" PVC ST
34'-8" PVC SAN
112'-21" RCP ST
310'-24" PVC SAN
129'-21" RCP ST
EXIST STMH (9)
EXIST STMH (12)
EXIST SANMH (1)
EXIST SANMH (5)
EXIST SANMH (6)
GRAVEL
12'
11.7'
11.2'
SLOPE INTERCEPT (TYP)
ADJUST MH
RL
6" CONCRETE DRIVEWAY
ADJUST FIELD INLET
6" TEMPORARY ASPHALT
PAVE ASPHALT AROUND UTILITY POLE
PAVE ASPHALT AROUND UTILITY POLE
PAVE ASPHALT AROUND UTILITY POLE
LEWIS STREET
CHARLES STREET
715
ED-1019-1
ED-1019-1
715
ED-1018
224
ED-1017
214
ED-1016
212
ED-1015
714
N

PVI: 20+46
EL: 611.46
PVI: 20+59
EL: 612.02
PVI: 21+00
EL: 612.59
PVI: 22+00
EL: 612.79
PVI: 23+60
EL: 612.14
PVI: 24+09
EL: 611.63
PVI: 24+22
EL: 611.69
EXIST RL PROFILE
PROP RL PROFILE
5.90%
1.44%
1.40%
0.20%
-0.40%
-1.04%
0.42%
610
600
EXIST
SANMH (2)
STA 20+27 0' RT
RIM = 611.55
D = 7.53'
DIA = 48"
FL = 604.03 (8" N)
FL = 604.05 (12" W)
FL = 604.02 (12" E)
FL = 604.05 (8" S)
199'-8" SAN CLAY 0.97% (LINED BY OTHERS)
EXIST
SANMH (1)
STA 22+26 1' RT
RIM = 612.85
D = 7.15'
DIA = 48"
FL = 605.96 (8" S)
FL = 605.70 (8" N)
191'-8" SAN LINED CONC 1.04%
EXIST
STMH (12)
STA 24+09 3' LT
RIM = 611.21
D = 4.22'
DIA = 30"
FL = 606.99 (12" N)
35'-12" ST PVC 0.29%
34'-8" SAN PVC 9.90%
EXIST
SANMH (5)
STA 24+17 1' RT
RIM = 611.42
D = 7.72'
DIA = 48"
FL = 603.72 (8" S)
FL = 603.70 (8" N)
EXIST
STMH (9)
STA 24+44 10' LT
RIM = 611.22
D = 5.14'
DIA = 48"
FL = 606.08 (21" W)
FL = 606.08 (21" E)
FL = 606.89 (12" S)
EXIST
SANMH (6)
STA 24+51 3' LT
RIM = 611.40
D = 12.85'
DIA = 48"
FL = 600.33 (8" S)
FL = 598.59 (24" W)
FL = 598.55 (24" E)
611.6
611.68
613.0
612.59
613.0
612.69
612.8
612.79
612.9
612.59
612.8
612.38
612.6
612.18
612.2
611.73
611.2
20+00
21+00
22+00
23+00
24+00
24+81
5'
0
0
20'
40'

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**April 10, 2023**
DEPARTMENT:	**Engineering**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on Ald. Hansen request for hot mix asphalt patch on Merrill Street**

ATTACHMENTS:

- 2023 0410 CI_BOPW_Merrill Street Patch (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: April 10, 2023

RE: **Consideration and possible action on Ald. Hansen request for hot mix asphalt patch on Merrill Street**

At the last meeting, Alderperson Hansen requested an item at the Board Meeting to mill and hot mix asphalt patch a section of Merrill Street.

Background

There is a section of pavement on eastbound Merrill Street, between Superior Street and Huron Street that is in poor condition. The street Department has been patching the area. See photo below.



Discussion

In general, staff has not been pursuing milling and hot mix asphalt patching of areas as identified above. Funds for this type of repair come from the street resurfacing budget. The street resurfacing budget is already facing shortfalls.

There are times that hot mix asphalt patching is completed such as when we have full base failure of the road, or on parking lots in conjunction with a sealing the parking lot.

Recommendation

Generally, the type of patch above does not warrant a hot mix patch at this time. Staff recommends continuing to maintain the area unless there is a base failure of the road, at which point it would be milled and hot mixed patched.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: **April 10, 2023**

DEPARTMENT: **Public Works**

FROM: **Scott Thoresen**

SUBJECT: **Consider and Possible Action on Wayfinding Signs***

The City hired a consultant in 2021 to determine the need, placement and design of pedestrian and vehicle wayfinding signage. The consultant's plan consisted of 30 custom vehicle directional signs, 11 parking directional signs, and 21 pedestrian directional signs. The signage is intended to assist residents/visitors, pedestrians and vehicular traffic with directions to landmarks, government services, parking locations, etc. The estimated cost of this project is $600,000. Staff had requested this be funded as part of the 2023 budget and it was eliminated. In addition, staff had requested this project be funded as part of the ARPA funding and it was denied. The City has existing way finding signs throughout the community that are faded and need to be either removed or replaced. The above project was going to replace the existing wayfinding signs.

The intent of this discussion is to see how the BOPW wants to proceed with the wayfinding project.