



Board of Public Works

Regular Meeting

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

Agenda

Monday, December 9, 2024	7:30 PM	Council Chambers and Virtual
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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 **December 9, 2024 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The Public or Members of the Board of Public Works, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.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 October 7, 2024 Board of Public Works Meeting Minutes
 - 2. Consideration and possible action on Green Bay Water Utility Billing Services Agreement*
 - 3. Consideration and possible action to delay the reconstruction of Merrill Street to 2026*
- IV. Future Agenda Items
- V. Adjournment

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

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

Agenda Sent To:

MAYOR

ALDERPERSONS

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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: December 9, 2024

DEPARTMENT: Board of Public Works

FROM: Betty Marovich

SUBJECT: Approval of the October 7, 2024 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2024 1007 BOPW_Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, October 7, 2024

7:30 PM

Council Chambers and Virtual

I. Call to Order

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

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

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Eric Zygarlicke, Water Department Supervisor

Chase Kuffel, Assistant City Engineer

Tony Fietzer, Street Superintendent (Remote)

Marty Kosobucki, Parks, Recreation & Forestry Director

Brian Christnovich, Parks Superintendent

Kristen Vincent, GIS Manager

Daniel Teaters, GIS Analyst (Remote)

Betty Marovich, Administrative Assistant/Recording Secretary

Tony Pizzo

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 August 12, 2024 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the August 12, 2024 Board of Public Works Meeting Minutes, seconded by Aldersperson Eserkaln. Upon vote, the motion passed unanimously.

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

2. Consider and Possible Action on Civic Group Welcome Plaque Policy*

Scott Thoresen, Public Works Director, explained that this item is a continued discussion with the Board regarding the existing service signs and the draft plaque policy. Mr. Thoresen explained that at the past discussion, the Board asked staff to draft a policy to bring back for consideration including having the labor and equipment costs to install a new sign covered by staff and to waive the fee for existing groups to be represented on

the new sign. Mr. Thoresen explained that since the last discussion, staff has removed the signs and reached out to each of the civic groups asking that they pick up their plaques before October 15 if the group wanted to keep them. Mr. Thoresen stated that he had forwarded the draft policy to the civic groups and did not receive any comments. Mr. Thoresen stated that once the policy was approved, staff would work with the civic groups to determine a location for a new sign. Mr. Thoresen recommended approving the Civic Group Welcome Plaque Policy.

Mayor Boyd suggested staff reach out to the civic groups to get a count of interested groups. Mayor Boyd added that during past discussions, one group had offered to fund the material costs and invoice the other groups, and suggested having that included in the contract. Alderperson Ledvina suggested having a minimum number of groups to move forward. Mr. Thoresen stated that the proposed structure can hold 9 to 12 plaques and that having a minimum may be something the Board should consider. Mayor Boyd asked if that would be an amendment to the presented policy. Mr. Thoresen stated that it would not need to be a policy amendment but a decision by Board and Council if a minimum number of participants is required and staff would relay that number to the civic groups and if it was not met, a new sign would not be installed. Alderperson Carpenter suggested finding out the number of interested groups and designing a sign for that need. Mr. Thoresen stated he would reach out to the civic groups about location and number of interested groups and bring that back for discussion to the Board. Mr. Thoresen added that if the size of the sign goes down, so would the cost. Alderperson Ledvina requested that the sign design be able to accommodate new plaques in the future or be able to be added onto. Mr. Thoresen stated it would be a balancing act as the policy states that the spots are first come, first serve but if the sign size is reduced, new groups may never get on because the original groups may not give up their spots. Mayor Boyd suggested the first step should be to get a firmer idea of how many groups wish to participate. Alderperson Hansen asked if the intention would be to only install one sign. Mr. Thoresen stated that was the plan and staff was evaluating locations including along Broadway and near Highway 41.

Mayor Boyd moved to approve the Civic Group Welcome Plaque Policy, 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, Eserkaln, Hansen, Defnet Ledvina

3. Consideration and possible action regarding Maintenance along County PP

Brian Christnovich, Park Superintendent, explained that staff received multiple complaints through SeeClickFix over the summer regarding long grass and noxious weeds along County PP. Mr. Christnovich further explained that on the back side of four S. Erie Street properties, there is a fence that runs along County PP, and staff currently mows along each side of the sidewalk but leaves a few feet that is untouched up to the fence to be maintained by the property owners. Mr. Christnovich recommended staff complete maintenance along County PP contingent upon the homeowner signing a waiver and release of liability.

Mayor Boyd explained SeeClickFix and added that staff had attempted to work with these property owners and came to this potential solution. Alderperson Carpenter clarified the location. Mayor Boyd clarified that the property owners would need to sign off on a waiver and release of liability.

Alderperson Hansen moved to approve staff recommendation to complete maintenance along County PP contingent upon the homeowner signing a waiver and release of liability, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

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

4. Discuss Public GIS Map Access of the City's Water Service Line Material Inventory
Eric Zygarlicke, Water Department Supervisor, explained the Lead Service Line (LSL) inventory program which was first discussed with the Board of Public Works in January 2023. Mr. Zygarlicke stated at that time, staff discussed the EPA's Lead and Copper Rule Revision, and the Wisconsin Department of Natural Resources (DNR) mandated requirements for gathering all the water service line data throughout the City for this program. Mr. Zygarlicke explained the process of obtaining the inventory information. Mr. Zygarlicke further explained that as part of the new rule there is a requirement for certification of the City inventory and to provide public access to that inventory by October 16, 2024. Mr. Zygarlicke and Kristen Vincent, GIS Manager, demonstrated how the information can be accessed by the public. Mr. Zygarlicke explained the plan for gathering additional information on the locations that staff was unable to identify the material and how staff will work with residents to get services replaced. Mr. Zygarlicke commended staff that made the program a reality.

Mayor Boyd commended staff on this work and verified that the program goes live on October 16. Mr. Zygarlicke stated that was the deadline for publishing and added that staff is working on final checks to ensure the information is the most up-to-date. Mr. Zygarlicke stated that staff will continue to update the program information and it will be re-certified annually. Mr. Zygarlicke stated that information about accessing the program will be provided in the annual Consumer Confidence Report and staff will work together to get information posted on social media. Mayor Boyd asked if the GIS webpage will house this information. Mr. Zygarlicke stated the information will be part of the Water webpage. Mr. Zygarlicke added that Health Department staff has also been informed of this site for reference and use. Alderperson Carpenter asked about the one known lead service. Mr. Zygarlicke stated that one partial lead service exists that staff is aware of and explained the location and how it was discovered. Mr. Zygarlicke stated that staff collects water samples from that location every three years and have never exceeded safe limits. Alderperson Carpenter asked why galvanized was being targeted for replacement. Mr. Zygarlicke explained that it relates to possible past lead connections and residual lead materials. Mr. Zygarlicke added that it is not the best metal for service lines. Alderperson Hansen asked if this will be incorporated as a layer on DIME. Mr. Zygarlicke stated it will be available on the designated page through the water website. Mr. Zygarlicke concluded that elected officials can direct constituents with questions to himself.

Discussion only. No action necessary.

RESULT: DISCUSSED

5. Consideration and possible action on timeline for polycart storage enforcement

Tony Fietzer, Street Superintendent, explained that at the Sept 11, 2023, Board of Public Works meeting, there was discussion on the timeline for the enforcement of the polycart storage ordinance before citations would be issued for non-compliance. Mr. Fietzer explained the current policy of inspections every 15 days with three inspections being performed before citations would be issued. Mr. Fietzer stated that with the integration of SeeClickFix, residents are able to see the status of the complaint and if a resident doesn't see any progress occurring, it may be frustrating for them. Mr. Fietzer added that at the September 11, 2023 Board meeting, members had wanted to re-evaluate the policy in the future but had opted to remain status quo at that time. Mr. Fietzer stated that he had spoke with Captain Mrstik, as the Police Department has taken over enforcement of this ordinance, and staff is recommending amending the timeline from 15 days between violation notices to 7 days, which will be consistent with non-compliance of other ordinances. Mr. Fietzer added that a citation may generally be issued after the third violation notice or 21 days.

Aldersperson Hansen stated his support for this change. Mayor Boyd stated his support for the change but added that there will be some upset individuals. Mayor Boyd further explained that the individuals that will be upset will be those with a hardship that lack space to properly store their polycarts. Mayor Boyd commented that residents that were not compliant with 15-15-15 policy will most likely remain not compliant with the 7-7-7 policy. Aldersperson Ledvina asked if there was leniency in the policy for properties that are actively trying to correct their storage non-compliance. Mr. Fietzer stated that staff had been willing to work with residents and added that one of the main goals of the inspections was to create conversation regarding the ordinance and proper storage and gain voluntary compliance. Mr. Fietzer stated that he would be willing to pass along to the Police Department and have them work with residents who were actively working to correct their non-compliance issues. Mr. Fietzer stated he believed that the Police Department would be in favor of working with the residents but added that he could not speak for them. Aldersperson Carpenter voiced his concerns over the complaint driven system and how other non-compliant properties are overlooked to arrive at the location that received the complaint. Mayor Boyd commented that there would need to be more staff to be able to switch from complaint driven to compliance driven. Aldersperson Carpenter stated he was not looking to have it switched from complaint driven but was merely stating that it will be a point of contention and frustration for residents. Aldersperson Hansen commented that with the ordinance revision, non-compliance is only if the cart is visible from the street view along the property lines.

Aldersperson Hansen moved to approve the timeline for polycart storage enforcement, seconded by Aldersperson Ledvina. Upon vote, the motion passed 4-1 with Aldersperson Carpenter voting no.

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

6. Update on the Foundation Drain Disconnection Program

Chase Kuffel, Assistant City Engineer, explained that at the last Board discussion of the Foundation Drain Disconnection Program in June 2023, the policy was updated to include the mandate that will take effect in 2025. Mr. Kuffel stated that a letter was sent to impacted properties letting them know of the mandate, in the hopes of generating additional voluntary compliance. Mr. Kuffel stated that since the letters went out, staff has been in contact with about 300 properties regarding the program and a number of properties have disconnected foundation drains and installed sump pumps. Mr. Kuffel reiterated the preferred steps residents take for the program including pre-inspection appointments with Engineering and Building Inspection. Mr. Kuffel stated that \$212,000 of the available ARPA funds have been expended. Mr. Kuffel commented that the average reimbursement is about \$3,000 and staff does not feel the program is being abused by residents or contractors. Mr. Kuffel stated that staff will be reviewing televising for sources of inflow and infiltration and will create a list of about 125 properties for mandates in 2025. Mr. Kuffel stated that staff has requested \$200,000 in the budget for 2025 for the 50% reimbursement on mandated installations.

Mayor Boyd commented that he has received a number of compliments on the program from grateful residents. Mayor Boyd asked how much remains in ARPA funds. Mr. Kuffel stated about \$110,000 remained. Mayor Boyd commented that ARPA funds can remain past the end of the year if a contract is entered into. Mr. Kuffel stated that as he receives invoices he turns them around for reimbursement and doesn't often have a heads-up on them. Mayor Boyd stated that as December draws nearer, he would suggest connecting with Pam Manley in Finance to discuss outstanding ARPA funds. Alderperson Hansen stated that Mr. Kuffel had included that if ARPA funds run out that the sewer utility would be used to fund the reimbursements and asked if that fund was in a good place to cover those costs. Mr. Kuffel stated that if the end of ARPA funds draws near, he would return to the Board to discuss funding.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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7. Discuss Pond Algae Growth

Eric Rakers, City Engineer, stated that the purpose for this item is an overall discussion of algae growth in City ponds, with some specific discussion on the pond off Franklin and Front Street that was constructed in 2023 and had significant algae growth in 2024. Mr. Rakers explained that the City has been issued a Wisconsin Pollutant Discharge Elimination System Number from the Wisconsin Department of Natural Resources (WDNR) to discharge storm water. Mr. Rakers further explained that the City is located in three different basins including Ashwaubenon Creek, East River, and Lower Fox River. Mr. Rakers stated that each basin has different reduction requirement for total suspended solids (TSS) and total phosphorus (TP). Mr. Rakers stated that the City has the most stringent standards for TP and TSS reductions for the Lower Fox Mainstream and

that the City is currently meeting the permit requirements in the Ashwaubenon Creek and East River Basins, but falling short in the Lower Fox River Mainstream Basin. Mr. Rakers stated that one of the primary techniques that has been used throughout the City to address storm water requirements are storm water ponds, which the City has been constructing since the 1990's. Mr. Rakers explained that examples of different aged ponds with and without algae growth were located in the packet. Mr. Rakers stated that the City obtained a grant in 2021 for the construction of a storm water pond off Franklin and Front Street, adjacent to the Fox River Trail, to treat storm water from existing development in the City and the pond construction was completed in 2023. Mr. Rakers explained that the pond was important for multiple reasons including being located in the Lower Fox River Mainstream Basin, in which the City is not meeting permit requirements for TP and TSS reduction, and from an environmental standpoint, this pond treats water that directly discharges to the Fox River from areas of the City already developed. Mr. Rakers stated that a couple photos were included in the packet to show the algae growth in 2024. Mr. Rakers explained that ponds require inspection and maintenance and staff inspects for erosion, woody vegetation growth, phragmites, rodents, dumping by adjacent property owners, and sediment depths and creates maintenance plans based on these findings. Mr. Rakers stated the City does not have a program in place for algae growth in ponds and explained that it is caused by nutrient rich water containing phosphorus and nitrogen, especially during warm months. Mr. Rakers explained sources of algae growth including pet/animal waste, lawn and garden fertilizer, grass clippings, and leaves, along with how the City addresses these sources. Mr. Rakers stated that he had recently participated in a webinar about ponds and had reached out to the presenter regarding the algae growth and was awaiting reply. Mr. Rakers commented on the ponds included in the packet and stated that this is the first year of operation for the pond at Franklin and Front Streets and staff had not anticipated algae growth like we had. Mr. Rakers added that seeing the algae growth in the pond demonstrates the importance of the pond in preventing those nutrients from discharging directly into the Fox River. Mr. Rakers outlined some actions staff will take to try and mitigate the algae growth in the City ponds and outlined some specific actions for the Franklin and Front Street pond.

Alderson Carpenter asked if there were sampling sites in the Fox River near the pond discharge. Mr. Rakers stated he was not sure where the sampling sites were and added that GBMSD (Green Bay Metropolitan Sewerage District) does a considerable amount of sampling in the Fox River and Bay that is used by the DNR. Alderson Carpenter commented that it would be nice to see the sampling site numbers near the discharge of the Franklin and Front Street pond to see the impact it can make. Mr. Rakers commented that algae growth is unsightly but shows the pond working. Mr. Rakers added that the weather, including rainfalls and warm temperatures, can attribute to algae growth as well. Alderson Carpenter commented that algae growth was bad all around this year. Mayor Boyd commented that he would be curious about the response staff will receive from the DNR regarding algae growth. Mr. Rakers stated the individual he had reached out to was on vacation at the time but was interested in that response as well to help the City mitigate the nutrient loading and resulting algae growth. Mr. Rakers added that he reached out to Robert E. Lee, the pond design company, to see if they had recommendations for mitigating the algae growth including planting options. Alderson Ledvina verified that staff encouraged natural vegetation growth around the ponds. Mr. Rakers stated that staff does encourage vegetation growth.

Alderson Carpenter moved to open the meeting for public comment at 8:33 PM, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

Tony Pizzo of 602 Front St shared his experience with the pond construction and algae growth. Mr. Pizzo shared information from pond research he had conducted and use of aerators. Mr. Pizzo requested that staff evaluate options for the pond that positively impact the pond and resident/visitor experience. Mayor Boyd thanked Mr. Pizzo for his comments and stated that staff will provide updates moving forward. Mr. Rakers stated that staff would bring this discussion back after further review. Mr. Rakers added that the City does not have aerators in the City owned ponds but some privately owned ponds do use them in the City. Mr. Rakers stated that staff policy is to treat each pond the same for treatment purposes and balance function with aesthetics.

Alderson Carpenter moved to return to regular session at 8:40 PM, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

Alderson Carpenter asked if the ponds that were not City owned were mandated to be installed for stormwater treatment. Mr. Rakers stated that some are for treatment and some are aesthetic. Alderson Carpenter asked if the pond with the aerator off American Boulevard was for treatment. Mr. Rakers stated that he would have to review the original plans and requirements for that site. Mr. Rakers further explained that using aerators may require a policy change and additional requirements would need to be considered including the electricity use and DNR requirements for aerator use in treatment ponds. Alderson Ledvina stated that Mr. Pizzo had commented about a large rain event that washed out the algae and asked if that was acceptable. Mr. Rakers offered to ask that of the DNR contact he was waiting for a response from. Alderson Ledvina asked if treating algae growth could be handled on a complaint basis and treat the ponds that staff receives complaints about. Mr. Rakers stated he would not be comfortable with that approach without a policy to guide the treatment plan. Alderson Carpenter asked if the DNR will mandate the type of treatment allowed. Mr. Rakers stated that they will have allowed practices because any action that is taken in the City ponds does eventually go out to one of the local water bodies. Alderson Hansen suggested offering pond locations for Goose Patrol, through the Parks Department, where residents volunteer to have their dogs chase geese. Mr. Rakers stated that will be something staff keeps in mind as an option.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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8. Consideration and possible action on City Engineer Parking & Traffic Recommendations*

Eric Rakers, City Engineer, outlined the parking & traffic requests and staff recommendations as follows:

1. Restrict parking on Brookline Avenue, Lansdowne Avenue, and Vin Scully Lane. Mr. Rakers explained that this is the next phase of Waterview Subdivision and these streets are being constructed 28 feet from face of curb to face of curb, which is the City standard for parking on one side of the street. Staff recommends restricting parking on one side of Brookline Street and Lansdowne Street and restricting parking on both sides of Vin

Scully Lane, which is a very short street and located between the uncontrolled T-intersection with Brookline/Lansdowne Avenues and Lost Dauphin Road.

2. Add bike lane on Lawrence Dr to ordinance. As part of the reconstruction of Lawrence Drive, bike lanes have been added from 500 feet south of Fortune to Scheuring Road. With this addition, bike lanes extend from Daytona Speedway to Scheuring Road.

Aldersperson Hansen moved to approve City Engineer Parking & Traffic Recommendations, seconded by Aldersperson Eserkaln. Upon vote, the motion passed unanimously.

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

9. Discuss City Engineer Recommendations on No Action Parking & Traffic Discussion Items

Eric Rakers, City Engineer, outlined the no-action parking & traffic requests as follows:

1. Restrict parking or allow two hour parking in 300 block of Huron Street. Mr. Rakers explained that staff did not see a safety issue with allowing parking on one side and the City does not have a two hour parking ordinance.
2. Parking permits around fairgrounds. Mr. Rakers explained that the City does not have a parking permit process in place for on-street parking and it would be hard to administer and create requests in other areas of the City.
3. Yield or stop signs at Prairie Flower, Meadow Rose, and Cross Gate. Mr. Rakers explained that this is a T-intersection on two low volume streets and staff did not feel yield signs were warranted.
4. Yield or stop sign at Thoroughbred and Saddlebrook. Mr. Rakers explained that this is a T-intersection on two low volume streets and staff did not feel yield signs were warranted.
5. No Engine Braking sign installation at Southbridge and Lawrence Drive. Mr. Rakers explained that these signs are located at various truck entrances in the City and staff does not locate these signs at additional locations within the City. Mr. Rakers added that the engine braking complaint was due to DOT trucks and staff reached out to the DOT for corrective action.

Mr. Rakers added that there are three items staff is still working on listed at the bottom of the memo.

Mayor Boyd commented that he had been confronted by residents during a Southbridge meeting regarding the engine braking and he had asked the residents to contact staff about their concerns or address with Brown County representatives at the meeting. Mr. Rakers stated that hopefully staff's contact with DOT corrects the issue but if not, staff can reach out to the Police who can issue tickets.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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10. Consideration and possible action on 2024-2025 Sidewalk Snow & Ice Removal Rates

Scott Thoresen, Public Works Director, explained the annual process of approving winter snow removal rates for properties in violation of City Ordinance Section 22-18(f) that are cleared by City crews. Mr. Thoresen explained that it is a complaint driven system and outlined the process from complaint through billing. Mr. Thoresen stated that rates went down from last season to reflect the hourly rate of the inspector. Mr. Thoresen explained why snow and ice removal rates were higher. Mr. Thoresen stated that staff recommends approving the 2024-2025 removal rates and maintaining a minimum charge of \$80 per lot.

Alderson Carpenter moved to approve the 2024-2025 Sidewalk Snow & Ice Removal Rates, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

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

11. Consideration and possible action on Draft Policy for Full Sanitary Lateral Replacement Program*

Eric Rakers, City Engineer, stated that at the August 12, 2024 Board of Public Works Meeting, the Board discussed a policy for full sanitary lateral replacement for older private laterals in the City and based on that discussion a draft policy is being presented for Board consideration. Mr. Rakers stated that the August 12, 2024 memo has also been attached in the packet and funding has been included in the 2025 budget for the Full Lateral Replacement Program. Mr. Rakers stated that staff will work with the Law Department to address any required Code updates for the new policy and if there are updates, the changes will be brought to the Board. Mr. Rakers outlined steps staff has taken to address inflow and infiltration recently. Mr. Rakers outlined the policy as it relates to City led projects and private lateral replacements. For City projects, the program will be on a voluntary basis and funding will be 100% like the 2024 trial program. The City will bid pipe bursting with the City project and work will be completed by the City contractor. Funding will include the pipe bursting, connecting the sanitary lateral at the main, and concrete restoration in the basement. In addition to this, the City will install a sump basin if it is found through pre-televising that the foundation drain is directly connected to the sanitary lateral and the property owner will be responsible for the sump pump and pump piping costs. The property owner would be eligible for partial funding of the sump pump and piping costs through the Foundation Drain Disconnection Program. Restoration of the concrete floor will be completed by the City. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement. For private lateral replacements outside of City led projects the City will provide an incentive up to 50% for full lateral replacement through pipe bursting or sewer lining. Laterals relayed outside of a City project, will be led by the property owner. The property owner will be responsible to hire a contractor to complete the work and obtain all necessary permits. Property owners will be eligible for up to a 50% reimbursement, up to \$3,000 (\$6,000 project cost). Eligible expenses will include the cost to pipe burst or line, replace the concrete floor in the basement, landscape restoration, and permits. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement. Residents will be required to apply for an excavation permit, but there

would be no charge and it would be treated as an emergency, but allows staff to keep a record of the work. The contractor will be required to backfill and compact the roadway but the City will complete any hard surface repairs (roadway, curb or sidewalk) as part of its annual capital improvement program at no cost to the homeowner. These hard surface restoration costs would then be funded using the same funds allocated to complete full-length sanitary sewer replacements. Private lateral replacements will require post construction televising to ensure work was completed properly. Staff will request funds be set aside annually for private led replacements and staff requested \$100,000 for 2025. Should funds become exhausted mid-year, residents will need to wait until the next budget cycle to be reimbursed. Properties will be eligible for lateral relay or lining with City participation once. City staff will maintain a list of properties with partial and full lateral relays starting with full lateral relays completed as part of the City's 2024 construction projects. Existing full length PVC laterals will not be eligible. For partial lateral relays that were completed by the City prior to 2025, the City will participate in the private lateral relay from the right of way to the house, like the policy identified above. Starting in 2025, for City projects with sanitary lateral relay work, a property owner will only be eligible for the full lateral relay using pipe bursting at the time of the project. If the property owner chooses not to participate in pipe bursting and the City relays the sanitary lateral to the right of way as part of the project, this property will not be eligible for City participation in the future. For these properties, the City will have already paid to have half the lateral relayed as part of the City project, which equates to the 50% funding that the City provides in the Private Lateral Relay portion of this policy.

Alderson Carpenter asked if cast iron laterals could be cleaned well enough to line. Mr. Rakers stated it is possible to get it cleaned well enough to line and provided an example of a city location that contractor verified could be ground clean enough to line. Mr. Rakers clarified that if the pipe is found to be too deteriorated during cleaning, it would not be able to be lined. Mr. Rakers stated that staff would plan to be heavily involved in the replacements and would require a pre- and post-construction televising. Alderson Carpenter commented that there are new techniques being utilized and constantly evolving. Mr. Rakers commented that the City would be open to including additional options besides bursting and lining once it was proved to be effective. Mr. Rakers added that pipe bursting was new and afforded the opportunity to allow this program and new technologies could come along to be added. Alderson Hansen asked if finished basements were a key reason residents did not participate in the voluntary pilot program for 2024. Mr. Rakers stated that staff was aware of that being an issue at one location and that many owners did not contact staff with interest or questions. Scott Thoresen, Public Works Director, provided kudos to staff and the Board for the programs that address inflow and infiltration. Alderson Carpenter commented that residents that did not participate in 2024 pilot program would still be able to participate in the future. Mr. Rakers stated that was true and added that staff will work to get the word out about the program for participation. Mr. Thoresen stated that he intends to request funds annually to keep this program moving forward.

Mayor Boyd moved to approve the draft policy for Full Sanitary Lateral Replacement Program, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 9:10 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: December 9, 2024

DEPARTMENT: Board of Public Works

FROM: Pamela Manley

SUBJECT: Consideration and possible action on Green Bay Water Utility
Billing Services Agreement*

ATTACHMENTS:

- Water Utility Billing Services (PDF)
- Green Bay Water Utility Billing Services Agreement-12.3.24 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor
Members of the Board of Public Works
From: Pam Manley, Finance Director
Date: December 9, 2024

RE: **Consideration and possible action on Green Bay Water Utility Billing Services Agreement**

The City has contracted with the Green Bay Water Utility since 2015 for water utility billing services. At the request of Green Bay Water Utility, we met earlier this year to discuss their proposed changes. After additional discussions and the City Attorney's review we have the attached first amendment for your review and approval.

Notable changes include:

- Payment amount will increase from 2024's quarterly payment of \$21,699 to monthly payments in 2025 of \$3,700 for supplies and \$7,330 for labor. These amounts will increase annually by CPI-W, which is consistent with the prior agreement.
- The City will pay for the City's portion of the cost of the NorthStar software, actual cost of \$21,243.11 for 2025. Not previously paid by the City. Any software upgrade costs for our portion of the licensing will also be paid by us.

Please feel free to contact me prior to the meeting with any questions.

WATER UTILITY BILLING SERVICES AGREEMENT (First Amendment)

THIS AGREEMENT is made and entered into the date set forth herein below by and between the **GREEN BAY WATER UTILITY**, a local governmental body (the “Utility”); and, the **CITY OF DE PERE, WISCONSIN**, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin (“De Pere”).

RECITALS

WHEREAS, the Utility is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, De Pere is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, in connection with the operation of its municipal water works system the Utility also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, the Utility also provides utility billing services for other municipal utilities; and

WHEREAS, in connection with the operation of its municipal water works system, De Pere also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, De Pere is desirous of the Utility continuing its customer billing services and providing utility billing to its customers and the Utility is desirous of continuing to provide such services for De Pere, all upon the terms, covenants and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 SERVICES. The Utility shall provide for and on behalf of De Pere water utility billing services as more particularly described on ATTACHMENT “A”

incorporated herein by reference. Such services shall include the processing of Customer Account billings and tax roll notices for water utility services provided by De Pere to its customers; the production of final and quarterly water service invoices where one-third (1/3) of City billed monthly on a quarterly cycle) to De Pere Customers and the distribution of such invoices to De Pere Customers.

Section 1.2 COMMENCEMENT OF SERVICES. The Utility began providing water utility billing services to De Pere in 2015 and shall continue such services under the terms and conditions of this Agreement.

Section 1.3 INDEPENDENT CONTRACTOR. At all times material hereto, the Utility shall be an independent contractor, and no member of the Utility's staff involved in the provision of the services described in Section 1.1 shall be considered an employee of De Pere.

ARTICLE II

TERM AND TERMINATION

Section 2.1 TERM. The term of this Agreement shall commence as of the Effective Date and shall continue until otherwise terminated as made and provided in Section 2.3 hereof.

Section 2.2 EFFECTIVE DATE. The Effective Date of this Agreement shall be January 1, 2025.

Section 2.3 TERMINATION. This Agreement may be terminated by either party upon 180 days prior written notice to the other or in accordance with the Default provisions of Article VII. Upon termination by either party, the Utility shall transmit and return to De Pere all information, whether proprietary or non-proprietary, previously provided by De Pere to the Utility in connection with the services to be rendered hereunder.

ARTICLE III

COMPENSATION

Section 3.1 COMPENSATION. The full description of services to be provided and compensation and fees paid to the Utility therefore shall be as shown and as set forth on ATTACHMENT "A", incorporated herein by reference.

Section 3.2 PAYMENT OF COMPENSATION. The Utility shall provide De Pere with detailed and itemized monthly invoices for all services rendered hereunder within thirty (30) days after each billing cycle hereunder. The Utility also agrees to provide, upon demand and within a reasonable time period, further explanation of any information,

charges or other matters stated on any invoice provided hereunder. Payment of all charges and fees hereunder shall be payable within thirty (30) days after the date of the invoice.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 UTILITY REPRESENTATIONS. The Utility does hereby represent and warrant the following:

- (a) Timeliness. The Utility will timely issue final and quarterly water service billing, invoices and tax roll notices to De Pere's Water Utility Customers based on the customer billing information provided by De Pere.
- (b) Access to databases. The Utility shall provide De Pere with a live interactive connection to the billing software and De Pere's customer database, both of which will reside on the Utility's in-house servers. The connection will be accomplished via a fiber optic connection between De Pere and the City of Green Bay.
- (c) Confidentiality. The Utility shall preserve and maintain the confidentiality of all of De Pere's Customer Account information in compliance with and to the extent permitted and required by law. The Utility shall also preserve and maintain the confidentiality of any other information or data it accesses from De Pere computers, software and data storage systems under Section 4.2(a)(2).
- (d) Proprietary Information. The Utility shall preserve and protect any and all proprietary information provided to it by De Pere.

Section 4.2 DE PERE REPRESENTATIONS. De Pere does hereby represent and warrant the following:

- (a) Transition. During the period of any transition from De Pere's in-house billing operations to such billings being handled by the Utility, De Pere shall provide the Utility with access to the following:
 - (1) All pertinent and relevant information regarding its current billing practices and procedures.
 - (2) De Pere's Customer Accounts and information, in whatever form or format such information is currently maintained by De Pere,

including, but not limited to its Utility computers, software and data storage systems.

- (b) Timeliness. De Pere shall provide the Utility with accurate customer meter reading and billing information thirty (30) days prior to the billing date to enable the Utility to process, prepare and distribute De Pere's quarterly billing.
- (c) Customer Accounts. De Pere shall keep accurate and current Customer Account information for its water service customers and shall provide all such information to the Utility and shall timely provide the Utility with any updates, revisions or modifications to that account information.
- (d) Proprietary Information. In connection with the services to be provided hereunder, De Pere shall provide the Utility with access to and, where necessary, the use of any information or systems that De Pere deems and has identified to the Utility as being proprietary.

ARTICLE V

RECORDS

Section 5.1 PUBLIC RECORDS LAW. The parties acknowledge that, pursuant to Wis. Sec. 36.63(3), Wis. Stats., all records produced and maintained by Utility pursuant to this Agreement are subject to the Wisconsin public records law to the extent they would otherwise be if maintained by De Pere. The parties agree that, for purposes of Sec. 19.33, Wis. Stats., De Pere is the legal custodian of all such records produced and maintained by Utility hereunder this Agreement.

Section 5.2 RECORDS REQUESTS. If Utility receives a request for access to records created under this Agreement, it shall promptly notify De Pere of the same and transmit by the most efficient method a copy of the request to De Pere. If the request to the Utility is verbal, Utility shall direct the requestor to De Pere. De Pere shall then respond to such request consistent with the public records law.

Section 5.3 ACCESS TO RECORDS. Should De Pere not be able to access the requested record through the live internet connection to Utility software and customer database under Section 4.1(b), De Pere shall request the record from Utility. Utility agrees to, within five (5) business days of De Pere's request, forward such requested documents to De Pere.

ARTICLE VI

INDEMNIFICATION

Section 6.1 INDEMNIFICATION BY DE PERE. De Pere shall indemnify, defend and hold harmless the Utility, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by untimely or inaccurate information provided by De Pere.

Section 6.2 INDEMNIFICATION BY UTILITY. The Utility shall indemnify defend and hold harmless the De Pere, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by the negligence or intentional acts of the Utility.

Section 6.3 IMMUNITIES. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop either the Utility or De Pere or its insurers from relying upon the limitations, defenses and immunities contained within Wis. Stats. §§ 345.05 and 893.80. To the extent indemnification is available and enforceable, the City or its insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims under Wisconsin law.

ARTICLE VII

DEFAULT PROVISIONS

Section 7.1 DEFAULT AND NOTICE. If either party fails or neglects to fulfill its responsibilities and obligations hereunder, the other party may serve notice of such default detailing the circumstances leading the sender of the notice to believe a default has occurred. The parties agree to meet to discuss such matter within 15 days of the sending of the notice of default, with the intention of both parties being a settlement of the dispute within 30 days of the first meeting.

Section 7.2 MEDIATION. Should the efforts at settling the dispute not achieve settlement, the parties agree to attempt to settle the dispute through mediation. If the parties cannot agree on a mediator, each shall name a mediator and the two mediators so chosen shall select a third mediator, who shall hear the dispute.

Section 7.3 TERMINATION OF AGREEMENT. Should the dispute not be resolved within 180 days of the notice of default, either party may serve notice of termination of the Agreement upon the other party, which termination shall be effective 60 days from the date thereof unless otherwise agreed by the parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 NO ASSIGNMENT. The Utility shall not subcontract, assign or transfer any interest in this Agreement to any third party.

Section 8.3 GOVERNING LAW AND VENUE. This Agreement and the interpretation hereof shall be governed by the laws of the State of Wisconsin. The venue for any dispute regarding this Agreement shall be Brown County, Wisconsin.

Section 8.4 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 8.5 ATTACHMENTS. The Attachment attached hereto is, by this reference, incorporated herein. In case of any conflict between an Attachment to the Agreement and the text of this Agreement, the text of this Agreement shall control.

Section 8.6 NO THIRD PARTY BENEFICIARIES. Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Section 8.7 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by both Parties.

Section 8.8 TIME OF THE ESSENCE. Because of the nature of the services to be provided hereunder time is of the essence in the performance of all terms and provisions of this Agreement.

Section 8.9 SEVERABILITY. In the event any Article, section, provision or other aspect of this Agreement is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 8.10 Notices. All notices required or permitted hereunder shall be provided by first class US Mail, addressed to the following:

If to Utility:
 Green Bay Water Utility
 Attn: Utility General Manager
 631 S. Adams St.
 Green Bay, WI 54301

If to De Pere:
 City of De Pere
 Attn: Clerk-Treasurer
 335 S. Broadway St.
 De Pere, WI 54115

Section 8.11 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized and empowered representatives have signed and executed this Agreement as of the dates set forth herein below.

Dated: _____ GREEN BAY WATER UTILITY

By: _____
 Brian Powell, General Manager

Dated: _____ CITY OF DE PERE, WISCONSIN:

By: _____
 James G. Boyd, Mayor

By: _____
 Carey E. Danen, Clerk

ATTACHMENT “A”

GREEN BAY WATER UTILITY (GBWU)
UTILITY BILLING SERVICES FOR THE DE PERE WATER DEPARTMENT (DWD)

SERVICES

1. GBWU will host the software and the DWD customer database consisting of approximately 9,600 customers being billed quarterly for water, public & private fire protection & sewer.
2. GBWU will process final and quarterly customer bills from quarterly meter readings received from DWD. One-third of customers will be billed each month.
3. GBWU will print and mail final and quarterly customer bills on full-sheet statements with return payment stubs and return envelopes.
4. GBWU will process, print and mail past due and tax notices according to the GBWU operating guidelines and PSC operating rules.
5. GBWU will supply all envelopes, paper stock and postage for outgoing mailings for bills and notices (past due and tax) sent from the GBWU office. Any non-window envelopes are supplied by DWD.
6. GBWU will train the DWD staff on any software enhancements utilized by DWD.
7. GBWU will process customer payments received via in person, postal mail, ACH, e-checks, online bank checks and credit cards including entry in the customer accounts and generating report journals.
8. GBWU will scan customer checks and customer payment stubs for electronic image storage and electronic image bank deposit.
9. GBWU will prepare and deliver electronic and paper daily deposits to the DWD Associated Bank account.
10. DWD staff will process all payments received at their offices.
11. GBWU will answer DWD customer phone calls regarding water billing issues via a call-forwarding phone arrangement which would transfer the incoming calls from DWD to GBWU.

12. GBWU will prepare customer billing adjustments consistent with DWD policy (which shall be provided to GBWU).
13. GBWU will process late payment charges on overdue accounts for DWD in accordance with PSC regulations authorized.
14. GBWU will schedule move in/move out final readings.
15. GBWU will contact DWD customers by phone and/or by mail to schedule appointments for necessary meter exchanges due to billing. GBWU will create work orders and fax to DWD.
16. GBWU will schedule appointments for leak and other fields related investigations and forward appointment information to DWD field staff. GBWU will create work orders and fax to DWD.
17. GBWU will schedule appointments for all other customer requests (shut-off, turn-on, water quality complaints, etc.) GBWU will create work orders and fax to DWD.
18. GBWU will generate new lists for meter exchanges based off install dates in Northstar and PSC guidelines by meter size.
19. GBWU will maintain the DWD meter information and provide real-time access through billing software to DWD.
20. GBWU will train the DWD staff necessary for viewing accounts, entering payments made at the DWD facility, making adjustments to customer accounts and any other procedures that DWD prefers to handle internally.

COMPENSATION

BASE COMPENSATION. DWD shall pay GBWU for the above services the sum of THREE THOUSAND SEVEN HUNDRED and 00/100 (\$ 3,700.00) DOLLARS per month for paper stock, envelopes, postage and mailing services and the sum of SEVEN THOUSAND THREE HUNDRED THIRTY and 00/100 (\$ 7,330.00) DOLLARS per month for labor. Any additional services not listed above would be billed at the current rate. The Compensation hereunder shall be paid as provided in Section 3.2.

ANNUAL ADJUSTMENT. The charges for services as stated above would increase each year by the CPI-W.

NORTHSTAR SOFTWARE. DWD shall pay for annual software maintenance (2025 = \$21,243.11) based upon the software provider's actual invoiced amount and as provided to DWD by GBWU or the software provider. DWD shall pay for any software upgrades, including software licensing and professional services.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: December 9, 2024

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action to delay the reconstruction of Merrill Street to 2026*

ATTACHMENTS:

- 2024 1209 CI_BOPW_Merrill Delay (PDF)
- 2025 Engineering - Street Management-Merrill Street Reconstruction (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: December 9, 2024

RE: **Consideration and possible action to delay the reconstruction of Merrill Street to 2026***

Staff has been notified that the Unified School District of De Pere (USDDP) is completing a traffic impact analysis (TIA) on Merrill and Chicago Streets to evaluate potential improvements required for a new high school and to improve the traffic flow for existing schools in the area. Potential recommendations from this TIA could impact reconstruction on Merrill Street.

Background

Merrill Street, from Broadway Street to Erie Street, is included in the 2025 capital improvement program (CIP). During the last street rating, this area of Merrill Street was rated as a 3, 4, or 5. The CIP sheet has been included. Merrill Street is being designed to improve the pavement quality and improve pedestrian curb ramps. The street is being designed to accommodate the existing traffic.

Discussion

The USDDP is planning long term improvements including a potential new high school near the current high school and other operational/grade changes at existing buildings. USDDP will be hiring a traffic engineer to complete a TIA around the existing schools and on the Merrill Street and Chicago Street corridors due to the improvements. The TIA will evaluate modifications to these areas that will accommodate the increased traffic and improve current deficiencies around the schools. USDDP is requesting that the traffic engineer evaluate converting Merrill Street and Chicago Street to one-way pairs (similar to Main Avenue and Reid Street). The TIA will also evaluate pedestrian facilities, improvements at the schools (including connectivity between City streets between Merrill Street and Chicago Street near the current high school) and intersection modifications.

The TIA will be similar to the study completed for the West De Pere School District several years ago. This study included an evaluation of streets near the schools and recommended improvements at the schools. City staff evaluated the TIA and presented recommended improvements to the BOPW for approval. Improvements that were approved by the City were completed by the City and funded by the District.

Recommendation

Staff recommends delaying the Merrill Street reconstruction until 2026 and after the TIA is completed.

Attachments:

2025 Engineering – Street Management – Merrill Street Reconstruction

**CITY OF DE PERE SEVEN YEAR CAPITAL IMPROVEMENTS PLAN
2025 - 2031**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: DEPARTMENT OF PUBLIC WORKS

DATE PREPARED: JULY 29, 2024

DESCRIPTION OF PROJECT

Street Management – Merrill Street Reconstruction – This work involves reconstruction on several streets on the northeast side of De Pere as listed below.

<u>Location</u>	<u>From</u>	<u>To</u>	<u>Length</u>	<u>Last Overlay</u>	<u>Rating</u>
Merrill Street	Broadway Street	Erie Street	1770	2005	3, 4, 5

NEW: or REPLACEMENT: X

PROJECTED COST: \$535,000

PROPOSED METHOD OF FINANCING

\$ %

GENERAL FUND

CAPITAL IMPROVEMENTS FUND

GENERAL OBLIGATION DEBT

\$535,000

SPECIAL ASSESSMENT

GRANTS

OTHER

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify)

PROJECT JUSTIFICATION

Merrill Street has been planned for reconstruction due to the large cross slopes, deteriorated curb and asphaltic concrete pavement. Several of the segments are now rated 3. Additionally, the amount of annual patching due to potholes continues to increase. Water services and sanitary laterals will be replaced as part of the project. Storm sewer and/or laterals will be constructed as part of the project to collect sump pump and storm water runoff.

PROJECT RANKINGS

CITY COUNCIL

STAFF RECOMMENDATION

Goal No.