

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Section 19.84, Wisconsin Statutes, 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 **Monday, March 11, 2013, 7:30 p.m.** in the Council Chambers of the City Hall, 335 S. Broadway, WI 54115.

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

*** Items marked are to be forwarded to City Council for approval.**

AGENDA FOR SAID MEETING:

1. Roll Call
2. Approve minutes of the regular meeting held on February 11, 2013 which were previously forwarded to Board Members.
3. Public Comment.
4. Consider Award of Project 13-01 Sewer and Water Relay and Street Resurfacing.*
5. Consider Award for Project 13-13 Crackfilling.*
6. Consider Award of Project 13-15 Televising.*
7. Consider Engineering Technical Services Agreement with McMahon Associates, Inc. for Storm Water Modeling in Storm Basin ACO90A.*
8. Consider Annual Report under MS4 General Permit.*
9. Consider Intergovernmental Agreement Between De Pere and Ledgeview regarding City Connection to Ledgeview Sewer on Viking Lane and CTH PP.*
10. Future Agenda Items
11. Adjournment

Scott J. Thoresen, P.E.
Public Works Director

Agenda Sent to:

Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Shana Defnet, Clerk-Treasurer
City Hall 1st & 2nd Floor
Eric P. Rakers, City Engineer
Karen M. Heyrman, Assistant City Engineer
Sarah Burdette, Town of Ledgeview
Speedy Clean Drain & Sewer
Steve Rosenbeck, McMahon Associates, Inc.

De Pere Journal
Green Bay Press Gazette
TV and Radio Stations
De Pere Area Chamber of Commerce
De Pere Area Business Alliance
North American Communications
WI Public Service Corporation
Brown County Library, De Pere
Kruczek Construction, Inc.
Asphalt Seal & Repair, Inc.

Any person wishing to attend whom, because of disability, requires special accommodations should contact the Office of the Clerk-Treasurer at 339-4050 by noon on the day of the meeting so that arrangements can be made.

BOARD OF PUBLIC WORKS

CITY OF DE PERE, WISCONSIN – FEBRUARY 11, 2013

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session in the Council Chambers in City Hall, on Monday, February 11, 2013.

1. Roll Call. Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Kneiszel, Bauer, and Crevier. Others present were: Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, Karen Heyrman, Assistant City Engineer, Alderperson Van Vonderen, and Pam Denis, recording secretary.
2. Approve Minutes. Alderperson Bauer made a motion, seconded by Alderperson Boyd to approve the minutes of the January 7, 2013 Board of Public Works regular meeting and the January 15, 2013 Board of Public Works Special Meeting. Upon vote, motion carried unanimously.
3. Public Comment. None.
4. Consider Approval of Revocable Occupancy Permit – Brick Mailbox/Planter – 702 Trempeleau Street. City Engineer Rakers informed the Board that property owners Eric and Michelle Nelson at 702 Trempeleau Street were requesting approval for a revocable occupancy permit for an existing brick mailbox/planter in the City right-of-way. This structure does not conform to the City Code for mailboxes and the owners were advised of this on January 29, 2013 and submitted a request for a revocable occupancy permit. Eric Rakers, City Engineer said that Staff recommended granting the revocable occupancy permit. Discussion followed whether the mailbox/planter would be a hazard to cyclists or cars. City Engineer Rakers explained that there was history to the structure as it appeared to have been there quite some time. He explained that the street repairs that they needed to do this past summer were able to be completed with the structure there. Mayor Walsh moved to approve the Staff recommendation to grant the revocable occupancy permit to Eric and Michelle Nelson at 702 Trempeleau Street Alderperson Crevier seconded the motion. Alderperson Kneiszel voted nay, all others voted aye. The motion passed.
5. Consider New Sidewalk Installations for 2013. City Engineer Rakers informed the Board that City Ordinance Section 22.5(b) states the requirements of sidewalk construction. He shared that Staff has identified several areas that should be considered for sidewalk installation in 2013. The sidewalks are at the following locations: 741 East River Drive, 749 and 757 East River Drive, 2103 Rock River Court (East River Drive side only), 2150 Charles Street, 1469 Honeysuckle Circle, and 1503-1505 Red Maple Road. Eric Rakers, City Engineer explained that these were properties with restrictive covenants, that is, the plats of said properties indicated that sidewalks were required. He reviewed the reasons why these properties had not had sidewalk installed prior to now. Discussion followed as to the requirement in the

past for sidewalk construction on cul-de-sacs and when that requirement had been changed to exclude the construction of sidewalks in cul-de-sacs. A request was made to revisit this, although it was stated that the City is no longer planning cul-de-sacs. Mayor Walsh moved to open the meeting at 7:54pm, seconded by Alderperson Boyd, unanimously passed. Ryan Hopf at 1503-1505 Red Maple Road, asked for clarification for his property. City Engineer Rakers shared that it was just for the Red Maple Road side of his property. Mayor Walsh moved to return to regular order at 7:57pm, seconded by Alderperson Boyd, upon vote it passed unanimously. Alderperson Bauer moved to order in sidewalks for the listed locations as part of the 2013 sidewalk program, Alderperson Crevier seconded the motion. Upon vote the motion passed unanimously.

6. Consider Extension of Deferred Assessment – WD-D0104. The City had received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road. City Engineer Rakers informed the Board that the City and the Town of Lawrence and two property Owners (Best Built and Helen Garrity) in 2007 had entered into agreements to defer special assessments for sewer and water against their two properties for a 5-year period. Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Garrity property has been sold and assessments paid. Best Built was asking for an extension to the 2007 deferment due to the real estate market deterioration and decrease in housing demand such that Best Built has not yet developed their property. City Engineer Rakers explained that while the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff had no recommendation for or against the deferral. Alderperson Bauer moved to open the meeting at 8:02pm, seconded by Alderperson Boyd, the motion passed. Craig Kassner, 1500 Waterford Drive, Green Bay, WI, shared that Best Built has no desire to make more street improvements at this time due to the debt burden that it would cause. Discussion followed regarding the length of the deferment and Craig Kassner agreed that a three year deferment would be good. Alderperson Bauer moved to return to regular order at 8:04pm, seconded by Alderperson Boyd, upon vote, motion passed. Discussion followed indicating that the money in question was the Town of Lawrence money. Alderperson Bauer moved to extend the deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road for 3 years, Alderperson Boyd seconded the motion. Alderperson Kneiszel voted nay, all others voted aye.

7. Consider Approval of Minutes of Parking and Traffic Team, January 15, 2013. City Engineer Rakers explained two items for action. The first item was to clarify with new signage the parking regulations for the 400 and 500 block of Erie Street (Merrill to Chicago). Engineer Rakers explained that this would not change the ordinance; the signs would be to match the current parking behavior. It was suggested that notices be sent to the whole block regarding the new signage. Mayor Walsh moved to correct the signage between the 400 and 500 block of Erie Street, motion seconded by Alderperson Boyd, motion passed unanimously. The second item was a recommendation presented by City Engineer Rakers to place a curve sign at a curve in the 400 block of 9th Street. Engineer Rakers shared that there have been

several incidents where mailboxes have been taken down and according to police records there have been a total of nine crashes at this curve since 2007. Mayor Walsh moved to open the regular meeting at 8:15pm, seconded by Alderperson Crevier, motion passed. Sharon Zupke, 416 S. 9th Street, stated that cars and trucks go off the road at the curve, making it dangerous to shovel the driveway. She shared that there were 10 accidents in 2 hours this past year, that speed is a problem. She wondered if a slippery when wet sign could be added to the curve. Discussion followed regarding putting out portable speed monitoring at this site and monitoring speed using the tube traffic counter. City Engineer Rakers explained that at this time of year it would be difficult to put out the tube traffic counters with the plows. Ray Hoffman, owner of 414-416 S. Ninth Street, asked if a rumble could be put in the street stating it may work better than signage. City Engineer Rakers explained that this would increase the noise on that curve. David Peterman, 414 Ninth Street asked for clarification on the motion. Engineer Rakers restated the recommendation to install a curve sign on the southbound traffic side and to have the police department monitor speed there. Alderperson Van Vonderen, 517 S. Sixth Street, commended Police Officer Opicka for his contact and communication on complaints from residents on this curve. Mayor Walsh moved to return to regular order, seconded by Alderperson Kneiszel, motion passed. Discussion continued regarding possible alternative ideas such as: lowering the speed limit, road re-construction, straightening curve. Engineer Rakers said that upon approval the signs would be constructed and installed as soon as possible. Mayor Walsh moved to approve placing a curve sign for southbound traffic in the 400 block of 9th Street, seconded by Alderperson Boyd. Alderperson Bauer moved to amend the motion to include the placement of a 15mph speed sign if warranted based on the curve design, seconded by Alderperson Crevier. Mayor Walsh checked with Alderperson Boyd to make sure he agreed to the amended version, motion passed unanimously. City Engineer Rakers reviewed the following No Action Required Items: Engineering staff to complete a study on the intersection of Chicago and Webster to determine how to make the intersection safe and effective, parking on the west side of Lone Oak, Friendship Lane parking, and a speed complaint study of Red Tail Glen and Lantern Lane.

8. Consider Recommendation from Historic Preservation Commission to Install a Preserve America Signage. City Engineer Rakers informed the Board that the City of De Pere was designated as a Preserve America community in 2010 when the City received a grant for the work related to the Lockkeeper's House. The Historic Preservation Commission would like to install signs at seven locations in De Pere designating the City of De Pere as a Preserve America community. The signs would be paid for by the Historic Preservation Commission and installed by City staff. Alderperson Bauer moved to approve the installation of Preserve America Signage at the seven locations in De Pere as outlined by the Historic Preservation Commission, seconded by Alderperson Crevier, the motion passed unanimously.
9. Consider Gravel Driveway Ordinance Modification. City Engineer Rakers informed the Board that City Ordinance requires that drives in the right-of-way be constructed to City standards. There are driveways located in the City that are constructed in gravel and do not conform to the Ordinance. City Engineer Rakers said that gravel drives are identified during

construction within the street resurfacing project limits, but are generally left-in-kind. He shared that staff is recommending that the ordinance be updated so that letters would be sent to the property owner with a gravel driveway located within the construction projects requiring the property owners to pave the driveway. Discussion followed regarding the wording in the proposed ordinance update. Mayor Walsh moved to approve the ordinance update as presented with the wording clarification "gravel driveway approaches in the right of way" instead of "gravel drive improvements," motion was seconded by Alderperson Boyd, motion passed unanimously.

10. Consider Quote for 2013 Materials Testing and Soil Borings. Staff received proposals for the City's 2013 construction projects. The staff recommendation is to accept the quote from MES for the Material Testing estimated at \$20,233.16 and for the Soil Boring estimated at \$7,036.00. Funds for this work are budgeted in the various capital projects accounts. Mayor Walsh moved to accept the quote from MES for Material Testing and for Soil Boring, Alderperson Boyd seconded the motion, motion passed unanimously.
11. Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Matthew Drive Water Tower. Eric Rakers, City Engineer, informed the Board of a request from Sprint regarding an upgrade to existing wireless antennae facilities on the City's Matthew Drive water tower. The City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by Sprint. He presented a staff recommendation approving the engineering services agreement with Dixon Engineering to perform this work. Payment for these agreements needs to be received from Sprint prior to the City entering into contract with Dixon Engineering. Alderperson Crevier moved to approve the recommendation to hire Dixon Engineering to perform the engineering services for the Matthew Drive water tower, Alderperson Bauer seconded the motion, upon vote the motion passed unanimously.
12. Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Merrill Street Water Tower. City Engineer Rakers informed the Board of a request from Sprint regarding an upgrade to existing wireless antennae facilities on the City's Merrill Street water tower. The City will need to hire Dixon Engineering to perform engineering technical services to assure there is no impact to the City's water towers with the work being proposed by Sprint. Payment for these agreements needs to be received from Sprint prior to the City entering into contract with Dixon Engineering. Alderperson Crevier moved to approve hiring Dixon Engineering to perform the engineering services for the Merrill Street Water Tower, motion seconded by Alderperson Bauer, motion passed unanimously.
13. Consider Advanced Metering Infrastructure System Project with HD Supply Waterworks, Ltd. Karen Heyrman, Assistant City Engineer presented a follow-up on the December 10, 2012 Board meeting discussion of proceeding with negotiations with HD Supply Waterworks, Ltd. to purchase Sensus water meters communication system. De Pere partnered with Allouez, Howard, and Bellevue to jointly procure bids for new water meters

and the support infrastructure for a complete smart meter system. Assistant City Engineer Heyrman reviewed the individual municipal cost bids received from four different vendors and the bids for the joint member system, with options for Local Data Hosting and Sensus hosting of Data. Heyrman then reviewed: the City's history with HD Supply Waterworks located in De Pere, the metering technology for the Sensus Water Meter system, and the metering data software. The De Pere cost for the CBCWA (Allouez, Bellevue, De Pere, and Howard) for the Sensus metering system, Option #1 with Local Data Hosting is \$2,606,140, and Option #2 with the Sensus Hosted Data Services is \$2,434,078. Discussion followed regarding the benefits of Sensus Data Services hosting being the optimum for their back up system and operational maintenance. Heyrman was applauded by the Board for the thoroughness of the research and joint municipalities bid which will save the City approximately \$500,000. Mayor Walsh moved to accept recommendation to proceed with procuring the Sensus metering system with the Sensus Hosted Data Services for \$2,434,078, Alderperson Crevier seconded the motion, upon vote the motion passed unanimously.

14. Consider Engineering Technical Services Regarding AML Antenna Review at the Merrill Street Water Tower by Dixon Engineering. Staff received a quote from Dixon Engineering, Inc. to assist the City in review of the antenna attachment on the Merrill Street Tower. The antenna is part of the advanced metering infrastructure system (AMI) the City will need to install an antenna on the Merrill Street water tower. The review included design review for a cost of \$1,250.00 and field review of the installation for \$850.00 per inspection. One inspection would be sufficient. Alderperson Bauer moved to approve the recommendation to hire Dixon Engineering at an estimated cost of \$2,100.00 to review and inspect the antenna installation at the Merrill Street water tower, Alderperson Crevier seconded the motion, upon vote the motion passed unanimously.
15. Discuss the WisDOT STH 32 Study for Main Avenue and Reid Street from 8th Street to 3rd Street. City Engineer Rakers presented an update to the Board on the status of the STH 32 Study project being completed by the Wisconsin Department of Transportation (WisDOT). WisDOT hired a consultant, MSA Inc., to complete a design study for STH 32 from 8th Street to 3rd Street. This section includes Main Avenue and Reid Street. A public information meeting is planned for some time in March to present the information to the public. Engineer Rakers reviewed five alternatives, along with the "No Build" alternative that have been analyzed.
16. Future Agenda Items. None
17. Adjournment. Alderperson Bauer moved to adjourn the meeting, seconded by Alderperson Crevier. Upon unanimous vote, the meeting was adjourned at 9:45pm.

Respectfully submitted,

Pam Denis

Recording Secretary

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
 Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer *EAR*
Date: March 7, 2013
Subject: Consider Award of Project 13-01 Sewer and Water Relay and Street Resurfacing

The Engineering Department received bids on Project 13-01 Sewer and Water Relay and Street Resurfacing on February 28, 2013. This project involves relaying sanitary sewer and water main at various locations around the City, due to the deteriorated condition of the utility. Additionally, the street will be milled and resurfaced. The bids received were as follows:

Bidder	Amount
Kruczek Construction, Inc.	\$926,000.00
Jossart Brothers, Inc.	\$969,021.00
David Tenor Corporation	\$972,958.50
Feaker & Sons Company, Inc.	\$985,640.75
Triple P. Inc. dba Peters Concrete	\$988,615.00
Dorner Inc.	\$1,015,470.00
Advance Construction, Inc.	\$1,045,406.14
De Groot, Inc.	\$1,219,010.62

The budgeted amount from the capital improvement budget is \$1,050,000. Funding will be \$310,000 from general obligation debt, \$80,000 from the sewage revenue fund, \$630,000 from the water utility fund, and \$30,000 from the storm water utility fund. The staff recommendation is to award the bid to Kruczek Construction, Inc. in the amount of \$926,000.00.

PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1			BIDDER NO. 2			BIDDER NO. 3			BIDDER NO. 4		
				Kruczek Construction, Inc.			Jostart Brothers, Inc.			David Tenor Corporation			Fecker & Sons Co., Inc.		
				UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID	
SANITARY SEWER															
SS-01	Remove & Relay 10" PVC Sanitary Sewer	LF	60	\$115.00	\$6,900.00		\$80.00	\$4,800.00		\$50.25	\$3,015.00		\$59.00	\$3,540.00	
SS-02	Remove & Relay 6" or 4" PVC Sanitary Sewer Lateral	LF	1,900	\$47.00	\$89,300.00		\$70.00	\$133,000.00		\$56.95	\$108,205.00		\$53.00	\$100,700.00	
SS-03	Provide Wye on Existing Sanitary Sewer Pipe (6" or 4")	EA	20	\$570.00	\$11,400.00		\$400.00	\$8,000.00		\$500.00	\$10,000.00		\$385.00	\$7,700.00	
SS-04	Provide Saddle or Wye on Existing Sanitary Sewer Pipe (6" or 4")	EA	60	\$400.00	\$24,000.00		\$225.00	\$13,500.00		\$275.00	\$16,500.00		\$300.00	\$18,000.00	
SS-05	Provide 4" Diameter Sanitary Manhole	VF	15	\$335.00	\$5,025.00		\$255.00	\$3,825.00		\$297.00	\$4,455.00		\$235.00	\$3,525.00	
SS-06	Provide 4" Diameter Sanitary Drop Manhole	VF	15	\$500.00	\$7,500.00		\$360.00	\$5,400.00		\$395.00	\$5,925.00		\$365.00	\$5,475.00	
SS-07	Abandon Existing Sanitary Manhole	EA	2	\$360.00	\$720.00		\$300.00	\$600.00		\$700.00	\$1,400.00		\$750.00	\$1,500.00	
STORM SEWER															
ST-01	Provide 18" PVC or RCP Storm Sewer	LF	25	\$95.00	\$2,375.00		\$45.00	\$1,125.00		\$57.90	\$1,447.50		\$52.55	\$1,313.75	
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	300	\$45.00	\$13,500.00		\$39.00	\$11,700.00		\$55.55	\$16,665.00		\$34.65	\$10,395.00	
ST-03	Remove and Replace Catch Basin/Inlet	EA	6	\$1,485.00	\$8,910.00		\$1,700.00	\$10,200.00		\$1,750.00	\$10,500.00		\$1,550.00	\$9,300.00	
ST-04	Provide 4" Diameter Storm Manhole	VF	6	\$290.00	\$1,740.00		\$315.00	\$1,890.00		\$325.00	\$1,950.00		\$280.00	\$1,680.00	
ST-05	Abandon Existing Storm Sewer Manhole	EA	1	\$340.00	\$340.00		\$250.00	\$250.00		\$400.00	\$400.00		\$300.00	\$300.00	
WATER MAIN															
W-01	Provide 10" PVC Water Main - Open Cut	LF	1,000	\$51.00	\$51,000.00		\$55.00	\$55,000.00		\$54.95	\$54,950.00		\$52.70	\$52,700.00	
W-02	Provide 8" PVC Water Main - Open Cut	LF	3,450	\$48.00	\$165,600.00		\$51.00	\$175,950.00		\$51.00	\$175,950.00		\$48.50	\$167,325.00	
W-03	Provide 6" PVC Water Main - Open Cut	LF	200	\$55.00	\$11,000.00		\$53.00	\$10,600.00		\$48.50	\$9,700.00		\$47.90	\$9,580.00	
W-04	Provide 10" Valve	EA	3	\$1,950.00	\$5,850.00		\$2,050.00	\$6,150.00		\$1,925.00	\$5,775.00		\$1,955.00	\$5,865.00	
W-05	Provide 8" Valve	EA	11	\$1,300.00	\$14,300.00		\$1,375.00	\$15,125.00		\$1,350.00	\$14,850.00		\$1,255.00	\$13,805.00	
W-06	Provide 6" Valve	EA	5	\$925.00	\$4,625.00		\$950.00	\$4,750.00		\$975.00	\$4,875.00		\$915.00	\$4,575.00	
W-07	Provide Hydrant (6.5 Bury)	EA	8	\$3,225.00	\$25,800.00		\$2,750.00	\$22,000.00		\$3,000.00	\$24,000.00		\$2,875.00	\$23,000.00	
W-08	Provide Hydrant (7.5 Bury)	EA	3	\$3,340.00	\$10,020.00		\$2,850.00	\$8,550.00		\$3,045.00	\$9,135.00		\$2,970.00	\$8,910.00	
W-09	Provide Connection to Existing Water Main Cur- In 8" Tee	EA	2	\$1,600.00	\$3,200.00		\$2,000.00	\$4,000.00		\$1,650.00	\$3,300.00		\$1,900.00	\$3,800.00	
W-10	Provide Connection to Existing Water Main Tapped Tee (12"X 8")	EA	3	\$1,950.00	\$5,850.00		\$2,000.00	\$6,000.00		\$2,450.00	\$7,350.00		\$2,515.00	\$7,545.00	
W-11	Provide Connection to Existing Water Main Tapped Tee (10"X 10")	EA	1	\$2,180.00	\$2,180.00		\$2,400.00	\$2,400.00		\$2,630.00	\$2,630.00		\$2,705.00	\$2,705.00	
W-12	Provide Connection to Existing Water Main Tapped Tee (8" X 8")	EA	1	\$1,375.00	\$1,375.00		\$1,700.00	\$1,700.00		\$1,875.00	\$1,875.00		\$1,940.00	\$1,940.00	
W-13	Provide Connection to Existing Water Main	EA	6	\$910.00	\$5,460.00		\$2,000.00	\$12,000.00		\$900.00	\$5,400.00		\$955.00	\$5,730.00	
W-14	Provide 1" HDPE Water Service	LF	2,300	\$36.75	\$84,525.00		\$40.00	\$92,000.00		\$39.00	\$89,700.00		\$44.00	\$101,200.00	
W-15	Provide 1" Corporation and Curb Stop	EA	86	\$250.00	\$21,500.00		\$300.00	\$25,800.00		\$280.00	\$24,080.00		\$375.00	\$32,250.00	
W-16	Provide 2" Corporation and Curb Stop	EA	2	\$750.00	\$1,500.00		\$900.00	\$1,800.00		\$975.00	\$1,950.00		\$900.00	\$1,800.00	
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	\$16,400.00	\$16,400.00		\$5,000.00	\$5,000.00		\$18,000.00	\$18,000.00		\$9,135.00	\$9,135.00	

PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACING
 BID TAB

BIDDER NO. 1			BIDDER NO. 2			BIDDER NO. 3			BIDDER NO. 4		
Kruczek Construction, Inc.			Josart Brothers, Inc.			David Tenor Corporation			Feaker & Sons Co., Inc.		
STREET AND DRAINAGE											
SD-01	Remove and Replace 30" Concrete Curb and Gutter	LF	1,150	\$24.00	\$27,600.00	\$25.00	\$28,750.00	\$24.00	\$27,600.00	\$25.00	\$28,750.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	1,450	\$21.50	\$31,175.00	\$22.90	\$33,205.00	\$24.15	\$35,017.50	\$23.00	\$33,350.00
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,400	\$1.00	\$3,400.00	\$1.05	\$3,570.00	\$1.05	\$3,570.00	\$1.02	\$3,468.00
SD-04	Remove & Replace Concrete Drive - 6' Depth	SY	400								
SD-05	Remove and Replace Concrete Sidewalk 4"	SY	100	\$37.00	\$14,800.00	\$35.85	\$14,340.00	\$38.67	\$15,468.00	\$38.00	\$15,200.00
SD-06	Mill Asphaltic Concrete Pavement	SY	16,000	\$2.00	\$32,000.00	\$2.20	\$35,200.00	\$2.15	\$34,400.00	\$4.06	\$64,960.00
SD-07	Provide Asphaltic Concrete Pavement - Surface Course, Type E1, PG 64-22	TONS	2,200	\$54.00	\$118,800.00	\$54.35	\$119,570.00	\$54.31	\$119,482.00	\$54.32	\$119,504.00
SD-08	Provide Asphaltic Concrete Pavement - Binder Course, Type E1, PG 64-22	TONS	950	\$51.75	\$49,162.50	\$52.00	\$49,400.00	\$51.76	\$49,172.00	\$51.77	\$49,181.50
SD-09	Cold Mix Asphalt (Patch)	SY	150	\$10.00	\$1,500.00	\$20.00	\$3,000.00	\$12.50	\$1,875.00	\$9.50	\$1,425.00
SD-10	Ditching with Erosion Mat (Swale on Prospect Place)	LF	30	\$20.00	\$600.00	\$10.00	\$300.00	\$37.00	\$1,110.00	\$16.00	\$480.00
SD-11	Detectable Warning Fields Yellow	EA	1	\$227.50	\$227.50	\$250.00	\$250.00	\$245.00	\$245.00	\$245.00	\$245.00
SD-12	Remove 8-inch Doweled Concrete Pavement and Base (Prospect Place)	SY	150	\$3.00	\$450.00	\$4.00	\$600.00	\$6.00	\$900.00	\$5.85	\$877.50
SD-13	Remove and Replace 8-inch Doweled Concrete Pavement Base	SY	305	\$59.00	\$17,995.00	\$59.00	\$17,995.00	\$52.30	\$15,951.50	\$63.00	\$19,215.00
SD-14	Install Concrete Flume (Prospect Pl)	EA	1	\$600.00	\$600.00	\$750.00	\$750.00	\$1,050.00	\$1,050.00	\$800.00	\$800.00
SPECIAL CONSTRUCTION											
SC-01	Pipe Foundation Stabilization	CY	100	\$15.00	\$1,500.00	\$0.01	\$1.00	\$11.00	\$1,100.00	\$0.01	\$1.00
SC-02	Inlet Protection, Type B	EA	24	\$40.00	\$960.00	\$50.00	\$1,200.00	\$45.00	\$1,080.00	\$40.00	\$960.00
SC-03	Adjust Inlet	EA	2	\$255.00	\$510.00	\$300.00	\$600.00	\$300.00	\$600.00	\$450.00	\$900.00
SC-04	Adjust Manhole	EA	7	\$255.00	\$1,785.00	\$300.00	\$2,100.00	\$300.00	\$2,100.00	\$400.00	\$2,800.00
SC-05	Reconstruct Inlet	VF	2	\$370.00	\$740.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$415.00	\$830.00
SC-06	Reconstruct Manhole	VF	65	\$230.00	\$14,950.00	\$150.00	\$9,750.00	\$350.00	\$22,750.00	\$350.00	\$22,750.00
SC-07	Polystyrene Insulation Board	LF	100	\$15.00	\$1,500.00	\$5.00	\$500.00	\$4.35	\$435.00	\$8.00	\$800.00
SC-08	Silt Fence	LF	50	\$4.00	\$200.00	\$3.00	\$150.00	\$2.00	\$100.00	\$2.00	\$100.00
TOTAL AMOUNT BID					\$976,000.00		\$969,021.00		\$972,958.50		\$985,640.75

PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACING

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 5			BIDDER NO. 6			BIDDER NO. 7			BIDDER NO. 8		
				Triple P. Inc dba Peters Concrete			Dorner Inc.			Advance Construction Inc.			De Groot, Inc.		
				UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID		UNIT PRICE	AMOUNT BID	
SANITARY SEWER															
SS-01	Remove & Relay 10" PVC Sanitary Sewer	LF	60	\$80.00	4,800.00		\$122.00	\$7,320.00		\$163.50	\$9,810.00		\$136.12	\$8,167.20	
SS-02	Remove & Relay 6" or 4" PVC Sanitary Sewer Lateral	LF	1,900	\$57.40	109,060.00		\$54.00	\$102,600.00		\$84.00	\$159,600.00		\$73.15	\$138,985.00	
SS-03	Provide Wye on Existing Sanitary Sewer Pipe (6" or 4")	EA	20	\$740.00	14,800.00		\$1,100.00	\$22,000.00		\$1,000.00	\$20,000.00		\$1,287.75	\$25,755.00	
SS-04	Provide Saddle or Wye on Existing Sanitary Sewer Pipe (6" or 4")	EA	60	\$260.00	15,600.00		\$750.00	\$45,000.00		\$785.00	\$47,100.00		\$1,035.25	\$62,115.00	
SS-05	Provide 4" Diameter Sanitary Manhole	VF	15	\$330.00	5,250.00		\$550.00	\$8,250.00		\$386.70	\$5,800.50		\$416.87	\$6,253.05	
SS-06	Provide 4" Diameter Sanitary Drop Manhole	VF	15	\$322.00	4,830.00		\$680.00	\$10,200.00		\$530.00	\$7,950.00		\$337.57	\$5,063.55	
SS-07	Abandon Existing Sanitary Manhole	EA	2	\$1,000.00	2,000.00		\$1,600.00	\$3,200.00		\$500.00	\$1,000.00		\$681.75	\$1,363.50	
STORM SEWER															
ST-01	Provide 18" PVC or RCP Storm Sewer	LF	25	\$50.00	1,250.00		\$54.00	\$1,350.00		\$60.00	\$1,500.00		\$67.67	\$1,691.75	
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	300	\$45.00	13,500.00		\$44.00	\$13,200.00		\$54.00	\$16,200.00		\$50.49	\$15,147.00	
ST-03	Remove and Replace Catch Basin/Inlet	EA	6	\$1,400.00	8,400.00		\$1,450.00	\$8,700.00		\$1,750.00	\$10,500.00		\$1,889.55	\$11,337.30	
ST-04	Provide 4" Diameter Storm Manhole	VF	6	\$300.00	1,800.00		\$335.00	\$2,010.00		\$295.00	\$1,770.00		\$452.65	\$2,715.90	
ST-05	Abandon Existing Storm Sewer Manhole	EA	1	\$500.00	500.00		\$350.00	\$350.00		\$500.00	\$500.00		\$505.00	\$505.00	
WATER MAIN															
W-01	Provide 10" PVC Water Main - Open Cut	LF	1,000	\$54.20	54,200.00		\$51.00	\$51,000.00		\$62.60	\$62,600.00		\$58.13	\$58,130.00	
W-02	Provide 8" PVC Water Main - Open Cut	LF	3,450	\$54.45	187,852.50		\$47.00	\$162,150.00		\$58.00	\$200,100.00		\$62.68	\$216,246.00	
W-03	Provide 6" PVC Water Main - Open Cut	LF	200	\$50.00	10,000.00		\$48.00	\$9,600.00		\$77.80	\$15,560.00		\$58.30	\$11,660.00	
W-04	Provide 10" Valve	EA	3	\$2,100.00	6,300.00		\$1,900.00	\$5,700.00		\$1,870.00	\$5,610.00		\$2,288.65	\$6,865.95	
W-05	Provide 8" Valve	EA	11	\$1,425.00	15,675.00		\$1,275.00	\$14,025.00		\$1,250.00	\$13,750.00		\$1,638.96	\$18,028.56	
W-06	Provide 6" Valve	EA	5	\$1,050.00	5,250.00		\$950.00	\$4,750.00		\$902.00	\$4,510.00		\$1,171.11	\$5,855.55	
W-07	Provide Hydrant (6.5 Bury)	EA	8	\$2,900.00	23,200.00		\$2,850.00	\$22,800.00		\$3,070.00	\$24,560.00		\$3,275.60	\$26,204.80	
W-08	Provide Hydrant (7.5 Bury)	EA	3	\$3,000.00	9,000.00		\$2,950.00	\$8,850.00		\$3,225.00	\$9,675.00		\$3,383.17	\$10,149.51	
W-09	Provide Connection to Existing Water Main Cut-In 8" Tee	EA	2	\$1,250.00	2,500.00		\$1,400.00	\$2,800.00		\$2,757.00	\$5,514.00		\$3,022.51	\$6,045.02	
W-10	Provide Connection to Existing Water Main Tapped Tee (12" X 8")	EA	3	\$2,575.00	7,725.00		\$2,000.00	\$6,000.00		\$4,420.00	\$13,260.00		\$2,768.65	\$8,305.95	
W-11	Provide Connection to Existing Water Main Tapped Tee (10" X 10")	EA	1	\$2,750.00	2,750.00		\$2,450.00	\$2,450.00		\$4,400.00	\$4,400.00		\$5,162.34	\$3,162.34	
W-12	Provide Connection to Existing Water Main Tapped Tee (8" X 8")	EA	1	\$2,050.00	2,050.00		\$1,650.00	\$1,650.00		\$3,462.00	\$3,462.00		\$2,747.14	\$2,747.14	
W-13	Provide Connection to Existing Water Main	EA	6	\$1,100.00	6,600.00		\$700.00	\$4,200.00		\$2,163.00	\$12,978.00		\$2,246.24	\$13,477.44	
W-14	Provide 1" HDPE Water Service	LF	2,300	\$37.60	86,480.00		\$35.00	\$80,500.00		\$43.00	\$44.52		\$44.52	\$102,596.00	
W-15	Provide 1" Corporation and Curb Stop	EA	86	\$400.00	34,400.00		\$465.00	\$39,990.00		\$328.00	\$725.56		\$725.56	\$62,598.16	
W-16	Provide 2" Corporation and Curb Stop	EA	2	\$750.00	1,500.00		\$1,050.00	\$2,100.00		\$994.00	\$1,189.06		\$1,189.06	\$2,378.12	
W-17	Abandon/Remove Water Main and Appurtenances	LS	1	\$50,000.00	50,000.00		\$6,000.00	\$6,000.00		\$25,000.00	\$25,000.00		\$5,353.00	\$5,353.00	

PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB

BIDDER NO. 5												BIDDER NO. 6												BIDDER NO. 7												BIDDER NO. 8											
Triple P. Inc dba Peters Concrete												Dorner Inc.												Advance Construction Inc.												De Groot, Inc.											
STREET AND DRAINAGE																																															
SD-01	Remove and Replace 30" Concrete Curb and Gutter	LF	1,150	\$23.00	26,450.00	\$31.00	\$35,650.00	\$27.00	\$31,050.00	\$29.93	\$34,419.50																																				
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	1,450	\$21.00	30,450.00	\$29.00	\$42,050.00	\$25.00	\$36,250.00	\$27.81	\$40,324.50																																				
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,400	\$1.00	3,400.00	\$1.00	\$3,400.00	\$1.00	\$3,400.00	\$1.27	\$4,318.00																																				
SD-04	Remove & Replace Concrete Drive - 6" Depth	SY	400	\$36.00	14,400.00	\$44.60	\$17,840.00	\$40.00	\$16,000.00	\$51.79	\$20,716.00																																				
SD-05	Remove and Replace Concrete Sidewalk 4"	SY	100	\$38.00	3,800.00	\$45.10	\$4,510.00	\$41.00	\$4,100.00	\$53.13	\$5,313.00																																				
SD-06	Mill Asphaltic Concrete Pavement	SY	16,000	\$2.10	33,600.00	\$2.35	\$37,600.00	\$2.50	\$40,000.00	\$2.26	\$36,160.00																																				
SD-07	Provide Asphaltic Concrete Pavement - Surface Course, Type EI, PG 64-22	TONS	2,200	\$53.25	117,150.00	\$54.50	\$119,900.00	\$53.25	\$117,150.00	\$56.70	\$124,740.00																																				
SD-08	Provide Asphaltic Concrete Pavement - Binder Course, Type EI, PG 64-22	TONS	950	\$50.75	48,212.50	\$52.00	\$49,400.00	\$50.75	\$48,212.50	\$53.82	\$51,129.00																																				
SD-09	Cold Mix Asphalt (Patch)	SY	150	\$10.00	1,500.00	\$15.00	\$2,250.00	\$7.00	\$1,050.00	\$13.46	\$2,019.00																																				
SD-10	Ditching with Erosion Mat (Swale on Prospect Place)	LF	30	\$15.00	450.00	\$35.00	\$1,050.00	\$25.00	\$750.00	\$31.99	\$959.70																																				
SD-11	Detachable Warning Fields Yellow	EA	1	\$250.00	250.00	\$250.00	\$250.00	\$240.00	\$240.00	\$275.73	\$275.73																																				
SD-12	Remove 8-inch Doweled Concrete Pavement and Base (Prospect Place)	SY	150	\$3.00	450.00	\$15.00	\$2,250.00	\$66.00	\$9,900.00	\$15.15	\$2,272.50																																				
SD-13	Remove and Replace 8-inch Doweled Concrete Pavement Base	SY	305	\$58.00	17,690.00	\$65.00	\$19,825.00	\$66.00	\$20,130.00	\$74.44	\$22,704.20																																				
SD-14	Install Concrete Flume (Prospect Pt)	EA	1	\$600.00	600.00	\$625.00	\$625.00	\$600.00	\$600.00	\$707.00	\$707.00																																				
SPECIAL CONSTRUCTION																																															
SC-01	Pipe Foundation Stabilization	CY	100	\$17.00	1,700.00	\$17.00	\$1,700.00	\$18.00	\$1,800.00	\$14.14	\$1,414.00																																				
SC-02	Inlet Protection, Type B	EA	24	\$25.00	600.00	\$50.00	\$1,200.00	\$40.00	\$960.00	\$25.25	\$606.00																																				
SC-03	Adjust Inlet	EA	2	\$350.00	700.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$404.00	\$808.00																																				
SC-04	Adjust Manhole	EA	7	\$300.00	2,100.00	\$275.00	\$1,925.00	\$450.00	\$3,150.00	\$353.50	\$2,474.50																																				
SC-05	Reconstruct Inlet	VF	2	\$300.00	600.00	\$400.00	\$800.00	\$360.00	\$720.00	\$404.00	\$808.00																																				
SC-06	Reconstruct Manhole	VF	65	\$256.00	16,640.00	\$350.00	\$22,750.00	\$360.00	\$23,400.00	\$422.78	\$27,480.70																																				
SC-07	Polystyrene Insulation Board	LF	100	\$5.00	500.00	\$10.00	\$1,000.00	\$8.00	\$800.00	\$7.07	\$707.00																																				
SC-08	Silt Fence	LF	50	\$2.00	100.00	\$5.00	\$250.00	\$1.50	\$75.00	\$3.03	\$151.50																																				
TOTAL AMOUNT BID					988,615.00		\$1,015,470.00		\$1,045,406.14		\$1,219,010.62																																				

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer *KH*
Date: March 5, 2013
Subject: Consider award for Project 13-13 Crackfilling

The Engineering Department received bids on Project 13-13 Crackfilling on February 28th. This work is for maintenance of streets and parking lots. The bids received were as follows:

Bidder	Amount
Asphalt Seal & Repair, Inc.	\$77,400
Precision Seal Coating, Inc.	\$79,100
American Pavement Solutions, Inc.	\$87,300
Fahrner Asphalt Sealers, LLC	\$132,300
Interstate Sealant & Concrete, Inc.	\$135,900
Scodellar Construction, Inc.	\$136,800

Funding for the project will be \$85,000 from general obligation debt. The staff recommendation is to award the bid to Asphalt Seal & Repair, Inc. in the amount of \$77,400.

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE
							Precision Sealcoating, Inc.		American Pavement Solutions, Inc.		Fahrner Asphalt Sealers, LLC		Interstate Sealant & Concrete, Inc.	Scodellar Construction Inc.
Asphalt Seal & Repair														
32-01-17	Crackfilling	LB	90,000	\$ 0.86	\$ 77,400.00	\$ 0.88	\$ 79,110.00	\$ 0.97	\$ 87,300.00	\$ 1.47	\$ 132,300.00	\$ 1.51	\$ 135,900.00	\$ 1.52 \$ 136,800.00
TOTAL AMOUNT BID					\$77,400.00		\$79,110.00		\$87,300.00		\$132,300.00		\$135,900.00	\$136,800.00

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
 Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *ER*
Date: March 8, 2013
Subject: Consider Award for Project 13-15 Televising

The Engineering Department received bids on Project 13-15 Televising on February 28th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Speedy Clean Drain & Sewer	\$103,890.00
Visu-Sewer, Inc.	\$115,412.00
PLC Water Jetting Service, Inc.	\$189,865.00
Great Lakes TV Seal, Inc.	\$229,901.00
Green Bay Pipe & TV, LLC	\$246,093.00
Northern Pipe Equipment, Inc.	\$253,575.00
Infrastructure Technologies, Inc.	\$397,834.00

The budgeted amount for the project from the capital improvement fund is \$105,000. Funding will be \$100,000 from the storm water utility fund and \$5,000 from the sewerage revenue fund. The staff recommendation is to award the bid to Speedy Clean Drain and Sewer in the amount of \$103,890.50.

PROJECT 13-15 TELEVISION
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Speedy Clean Drain & Sewer		BIDDER NO. 2 Van-Sewer, Inc.		BIDDER NO. 3 PLC Water Jetting Service, Inc.		BIDDER NO. 4 Great Lakes TV Seal, Inc.		BIDDER NO. 5 Green Bay Pipe & TV, LLC		BIDDER NO. 6 Northern Pipe Equipment, Inc.		BIDDER NO. 7 Infrastructure Technologies, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	SANITARY SEWER CLEANING (6-12 INCH)	LF	2,000	\$ 0.35	\$ 700.00	\$ 0.27	\$ 540.00	\$ 0.40	\$ 800.00	\$ 0.41	\$ 820.00	\$ 0.65	\$ 1,300.00	\$ 0.50	\$ 1,000.00	\$ 1.15	\$ 2,300.00
SP-02	SANITARY SEWER TELEVISION (6-12 INCH)	LF	2,000	\$ 0.35	\$ 700.00	\$ 0.80	\$ 1,600.00	\$ 0.40	\$ 800.00	\$ 0.40	\$ 800.00	\$ 0.45	\$ 900.00	\$ 0.50	\$ 1,000.00	\$ 0.96	\$ 1,920.00
SP-03	STORM SEWER CLEANING (8-27 INCH)	LF	62,000	\$ 0.45	\$ 27,900.00	\$ 0.27	\$ 16,740.00	\$ 1.00	\$ 62,000.00	\$ 0.41	\$ 25,420.00	\$ 0.35	\$ 21,700.00	\$ 0.75	\$ 46,500.00	\$ 1.15	\$ 71,300.00
SP-04	STORM SEWER CLEANING (30-48 INCH)	LF	18,500	\$ 0.45	\$ 8,325.00	\$ 0.27	\$ 4,995.00	\$ 0.55	\$ 10,175.00	\$ 0.41	\$ 7,585.00	\$ 0.41	\$ 7,585.00	\$ 0.75	\$ 13,875.00	\$ 1.15	\$ 21,275.00
SP-05	STORM SEWER CLEANING (50-72 INCH)	LF	6,100	\$ 0.45	\$ 2,745.00	\$ 0.27	\$ 1,647.00	\$ 2.50	\$ 15,250.00	\$ 0.41	\$ 2,501.00	\$ 0.46	\$ 2,806.00	\$ 1.00	\$ 6,100.00	\$ 1.15	\$ 7,015.00
SP-06	HEAVY SEWER CLEANING (6-27 INCH)	LF	31,000	\$ 0.45	\$ 13,950.00	\$ 0.27	\$ 8,370.00	\$ 1.00	\$ 31,000.00	\$ 3.00	\$ 93,000.00	\$ 2.80	\$ 86,800.00	\$ 2.00	\$ 62,000.00	\$ 4.50	\$ 139,500.00
SP-07	HEAVY SEWER CLEANING (30-72 INCH)	LF	12,000	\$ 0.60	\$ 7,200.00	\$ 0.27	\$ 3,240.00	\$ 2.00	\$ 24,000.00	\$ 5.00	\$ 60,000.00	\$ 5.50	\$ 66,000.00	\$ 4.00	\$ 48,000.00	\$ 4.50	\$ 54,000.00
SP-08	STORM SEWER TELEVISION (8-27 INCH)	LF	62,000	\$ 0.45	\$ 27,900.00	\$ 0.80	\$ 49,600.00	\$ 0.40	\$ 24,800.00	\$ 0.40	\$ 24,800.00	\$ 0.41	\$ 25,420.00	\$ 0.50	\$ 31,000.00	\$ 0.96	\$ 59,520.00
SP-09	STORM SEWER TELEVISION (27-48 INCH)	LF	18,500	\$ 0.45	\$ 8,325.00	\$ 0.80	\$ 14,800.00	\$ 0.40	\$ 7,400.00	\$ 0.45	\$ 8,325.00	\$ 0.46	\$ 8,510.00	\$ 1.00	\$ 18,500.00	\$ 0.96	\$ 17,760.00
SP-10	STORM SEWER TELEVISION (50-72 INCH)	LF	6,100	\$ 0.45	\$ 2,745.00	\$ 0.80	\$ 4,880.00	\$ 0.40	\$ 2,440.00	\$ 0.50	\$ 3,050.00	\$ 0.52	\$ 3,172.00	\$ 1.00	\$ 6,100.00	\$ 0.96	\$ 5,856.00
SP-11	SEWER PIPE ROOT CUTTING (6-30 INCH)	LF	4,000	\$ 0.50	\$ 2,000.00	\$ 0.50	\$ 2,000.00	\$ 1.75	\$ 7,000.00	\$ 0.45	\$ 1,800.00	\$ 3.50	\$ 14,000.00	\$ 2.00	\$ 8,000.00	\$ 3.22	\$ 12,880.00
SP-12	SEWER PIPE ROOT CUTTING (36-72 INCH)	LF	1000	\$ 1.00	\$ 1,000.00	\$ 5.00	\$ 5,000.00	\$ 3.00	\$ 3,000.00	\$ 1.50	\$ 1,500.00	\$ 5.50	\$ 5,500.00	\$ 7.50	\$ 7,500.00	\$ 3.22	\$ 3,220.00
SP-13	REMOVAL MINERAL DEPOSITS	LF	400	\$ 1.00	\$ 400.00	\$ 5.00	\$ 2,000.00	\$ 3.00	\$ 1,200.00	\$ 0.75	\$ 300.00	\$ 6.00	\$ 2,400.00	\$ 10.00	\$ 4,000.00	\$ 3.22	\$ 1,288.00
	TOTAL AMOUNT BID				\$103,390.00		\$115,412.00		\$189,865.00		\$229,901.00		\$246,093.00		\$253,575.00		\$397,334.00

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer 
Date: March 5, 2013
Subject: Consider Engineering Technical Services Agreement with McMahon Associates, Inc. for Storm Water Modeling in Storm Basin AC090A.

Reconstruction and pavement patching on sections of American Boulevard, Fortune Avenue, and Lawrence Drive is planned over the next three years. City staff reviews the condition of existing underground utilities prior to construction projects so that deficiencies are addressed prior to installation of new pavements.

The storm sewer system for this drainage basin is routed through a series of wet and dry detention ponds. A 2008 report completed by McMahon Associates, Inc., suggested ponding water at low points on American Boulevard, Fortune Avenue, and Lawrence Drive during the 5-year and 10-year, 24-hour storm events. In the past two years City employees report traffic re-routing due to flooding during rain events.

The analysis of a system of ponds is typically done with computer software in order to readily analyze multiple alternatives. The City does not have software capable of performing this type of modeling. McMahon Associates, Inc. developed a model of this storm basin in 2008 and prepared the storm water management and construction plans for the downstream pond that was constructed in 2011.

Staff requested a quote from McMahon to recommend pipe sizes in the reconstruction areas that will reduce the ponding and to model the storm basin with the revised pipes. McMahon will complete the work as shown in the attached proposal for a cost of \$1,900. Other quotes were not requested because staff believes McMahon's background and availability to complete the work will be the best value for the City.

Staff recommends hiring McMahon Associates, Inc. for an estimated cost of \$1,900 to recommend the pipe sizes and model storm basin AC090A for the 5-year and 10-year, 24-hour design storms. Funding will come from TID #6.

Ms. Karen Heyrman, P.E.
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Date: March 5, 2013

McM. No. M0032-930002

PROJECT DESCRIPTION:

The City of De Pere is looking for assistance in analyzing the existing and proposed storm sewer mainlines within American Boulevard, Fortune Avenue, and Lawrence Drive (drainage basin AC090A). The City desires to analyze the 5-year rainfall event to ensure no street ponding occurs. McMAHON will also analyze and report the water depth (if any), occurring during the 10 and 100-year rainfall events. Alternatives will be created to address the Cities design criteria and the potential elimination of dry or wet detention facilities within basin AC090A. Figures will be provided detailing the required changes. The hydraulic results will be provided in tables.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Scope Of Services for this project:

Hydraulic Modeling:

- Prepare an XP-SWMM hydrologic and hydraulic model using TR-55 methodology for the 5, 10, and 100-year, 24-hour design storms. With exception of the existing condition, each model will eliminate ponding during the 5-year rainfall event within American Boulevard, Fortune Avenue, and Lawrence Drive. All results will be shown in tabular format providing the depth and duration of ponding. A figure will be associated with each alternative. It is anticipated that six hydraulic models will be created:
 - ▼ Existing Condition
 - ▼ Alternative A: Required Storm Sewer within American Boulevard.
 - ▼ Alternative B: Required Storm Sewer within American Boulevard if 2 of the 4 ponds are eliminated along American Boulevard.
 - ▼ Alternative C: Required Storm Sewer within American Boulevard if 2 of the 4 ponds are eliminated along American Boulevard (different combination).
 - ▼ Alternative D: Required Storm Sewer within Fortune / Lawrence Drive.
 - ▼ Alternative E: Required Storm Sewer within Fortune / Lawrence Drive if future development is diverted directly to an existing wet detention facility.

Items Not Included In The Scope Of Services:

The following items are not included in the Scope Of Services for this project:

- Final Design
- Permitting
- Construction Services.
- Topographic Survey

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and estimated fees are based on the understanding that the City of De Pere will provide the following:

- A single contact person or representative to attend meetings and respond to questions.
- Storm sewer information / proposed plans within American Boulevard.
- Base maps (updated parcel and aerial photography), or as desired.

The City of De Pere agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule – Time & Expense
 - ▼ Hydraulic Modeling, Creation of Alternatives to Eliminate Ponding\$1,900

COMPLETION SCHEDULE:

McMAHON agrees to complete this project as follows:

- Proposal provided to Board of Public Works ~~February 13th~~ *March 11th*
- Proposal approved by Council March 19th.
- Existing Condition and Alternatives completed by April 2nd.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

CITY OF DE PERE
Wisconsin

By:

(Authorized Signature)

Title: _____

Date: _____

McMAHON
Neenah, Wisconsin

By:

Carl C. Sutter, P.E., CCS

Title: Vice President

Date: March 5, 2013

Project
Manager:

Steven K. Rosenbeck, P.E.
Project Engineer

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
920-751-4200 • 920-751-4284 - FAX



McMAHON

GENERAL TERMS & CONDITIONS

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to \$1,000,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

FEE SCHEDULE - 2013

McMAHON | NEENAH, WISCONSIN

DATED: DECEMBER 10, 2012

Labor Classification	Hourly Rate
Senior Project Manager	\$139.00
Planning	\$139.00
Project Manager - I	\$130.00
Project Manager - II	\$95.00
Vice President / Surveyor	\$120.00
Senior Surveyor	\$91.00
Surveyor	\$83.50
Surveyor Assistant - I	\$74.00
Surveyor Assistant - II	\$66.00
Surveyor Apprentice	\$35.00
Senior Electrical Engineer	\$120.00
Senior Project Engineer	\$120.00
Project Engineer - I	\$113.00
Project Engineer - II	\$98.00
Project Engineer - III	\$95.00
Project Engineer - IV	\$83.00
Senior Engineering Technician - I	\$96.00
Senior Engineering Technician - II	\$85.00
Engineering Technician - I	\$76.00
Engineering Technician - II	\$67.00
Engineering Technician - III	\$55.00
Environmental Specialist - I	\$85.00
Environmental Specialist - II	\$66.00
Environmental Specialist - III	\$62.00
Erosion Control Technician	\$66.00
On-Site Erosion Observation	\$66.00
Landscape Architect	\$139.00
Senior Architect	\$120.00
Architect	\$108.00
Architectural Intern - I	\$99.00
Architectural Intern - II	\$92.00
Architectural Intern - III	\$78.00
Architectural Intern - IV	\$43.00
Senior Ecologist	\$128.00
Senior Hydrogeologist	\$138.00
Senior G.I.S. Specialist	\$105.00
G.I.S. Specialist	\$67.00
G.I.S. Technician	\$52.00
Environmental Scientist - I	\$123.00
Environmental Scientist - II	\$68.00
Environmental Scientist - III	\$52.00
Public Finance Specialist	\$95.00
Senior Draftsperson	\$90.00
Draftsperson	\$77.00
Graphic Artist	\$74.00
Grant Administrator	\$55.00
Senior Administrative Assistant	\$68.00
Administrative Assistant	\$55.00
Intern	\$42.00
On-Site Project Representative	\$56.50
Principal	\$186.00
Professional Witness Services	\$250.00

Services subcontracted will be billed to the owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

(920)751-4200 TELEPHONE
(920)751-4284 FAX

E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

REIMBURSABLE EXPENSES SCHEDULE - 2013

McMAHON | NEENAH, WISCONSIN

DATED: JANUARY 2, 2013

Description	Rate
<u>Large Format Paper Copies</u>	
<u>Black & White</u>	
◆ Up To 24" x 30"	\$0.60/Sheet
◆ 24" x 36"	\$0.70/Sheet
◆ 30" x 42"	\$1.00/Sheet
◆ 36" x 48"	\$1.35/Sheet
<u>Color</u>	
◆ Color - 17" x 22"	\$5.75/sheet
◆ Color - 22" x 34"	\$11.00/sheet
◆ Color - 36" x 24"	\$15.00/Sheet
◆ Color - 36" x 48"	\$25.75/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Facsimile Machine	\$1.50/Page
Commercial Travel	1.1 of Cost
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Delivery/Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Mileage	\$0.57/Mile
Mileage - Truck/Van	\$0.85/Mile
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
All Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.25/Each
Survey Lath	\$0.45/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.00/Each
Survey Steel Fence Post - 1"	\$4.50/Each
Survey Cotton Spindle	\$1.00/Each
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost

CORPORATE HEADQUARTERS

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NEENAH, WI 54956

Mailing Address:
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E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *ER*
Date: March 7, 2013
Subject: Consider Annual Report under MS4 General Permit

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2012 calendar year and attached for your review. This report is required to be completed annually and submitted to the Wisconsin Department of Natural Resources (WDNR). The Report identifies activities that the City has completed in 2012 to meet our MS4 General Permit for storm water discharge. Highlights from the 2012 Report include:

- Membership in the Northeast Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.
- Completed annual Illicit Discharge Detection and Elimination program testing at major outfalls. One fifth of the City is reviewed each year. No illicit discharges were identified.
- Constructed a storm water pond and modified an existing storm water pond north of Heritage Road, near STH 57 and the Fox River Trail.

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

Due by March 31, 2013

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (DNR) by March 31 of each year to report on activities for the previous calendar year. This form is being provided by the DNR for the user's convenience. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

This form is for reporting on activities undertaken in calendar year 2012.

Instructions: Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2013, to the appropriate address indicated on the last page of this form.

SECTION I. Municipal Information

Name of Municipality		Facility ID No. (FIN)	
City of De Pere		31088	
Mailing Address	City	State	ZIP Code
925 S. Sixth Street	De Pere	WI	54115
County(s) in which Municipality is located	Municipality Type: (select one)		
Brown	☐ County ☒ City ☐ Village ☐ Town ☐ Other (specify)		

SECTION II. Municipal Contact Information

Name of Municipal Contact Person		Title	
Eric Rakers		City Engineer	
Mailing Address	City	State	ZIP Code
925 S. Sixth Street	De Pere	WI	54115
Email	Phone Number (include area code)	Fax Number (include area code)	
erakers@mail.de-pere.org	(920) 339-8304	(920) 339-4071	

SECTION III. Certification

I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Authorized Representative Printed Name	Authorized Representative Title	
Eric Rakers	City Engineer	
Signature of Authorized Representative	Date	
	03/20/2013	
Email	Phone Number (include area code)	Fax Number (include area code)
erakers@mail.de-pere.org	(920) 339-8304	(920) 339-4071

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

City staff keeps the Board of Public Works and Common Council apprised of the discharge permit and the requirement of the permit during the year as services to meet the requirements are obtained. This includes when professional services are obtained for pond design and IDDE review.

c. Has the municipality prepared its own municipal-wide storm water management plan? ☒ Yes ☐ No

If yes, title and date of storm water management plan:

EarthTech Inc. completed a report titled City of De Pere Nonpoint Pollution WinSLAMM Analysis in March of 2008.

SECTION IV. General Information

- a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

The annual report was presented to the Board of Public Works on March 11, 2013 and the Common Council on March 19, 2013. The draft annual report was placed on the website on March 7, 2013.

- d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions of the general permit as provided under Section 2.10 of the general permit? ☐ Yes ☒ No

If yes, describe these cooperative efforts:

- e. Does the municipality have an internet website? ☒ Yes ☐ No

If yes, provide web address:

<http://www.de-pere.org>

If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program?

☒ Yes ☐ No

If yes, provide web address:

<http://www.de-pere.org>

SECTION V. Permit Conditions

- a. **Minimum Control Measures:** For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

• Public Education and Outreach

The City utilizes the information from the Northeast Stormwater Consortium-NEWSC Stormwater Management activities. In addition to the NEWSC activities, the City included an article on the importance of keeping grass clippings out of the street in the 2012 summer newsletter.

• Public Involvement and Participation

The City has a link to the City's storm water ordinance plus a link to the NEWSC website. The City has information available for the public including handouts on: seasonal packet - soil testing, grass clippings, lawn watering, fall fertilizing, leaf maintenance, household hazardous waste, algae blooms, and composting.

• Illicit Discharge Detection and Elimination

The City completed the IDDE Field Screening Program in 2012 per the 2010 approved plan.

• Construction Site Pollutant Control

Ordinance 09-04, Chapter 28, De Pere Municipal Code relating to storm water management including the NEWSC Stormwater Reference Guide was adopted on 2/3/2009.

• Post-Construction Storm Water Management

The City completed the construction of a stormwater detention pond located the near STH 57 and the Fox River Trail. This project included the construction of a new pond to service existing and new development while modifying an existing pond to provide TSS removal rates to 80%. Additionally, the City oversaw construction of a new regional pond off of Innovation Court and Southbridge Road.

• Pollution Prevention

City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is prewetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers. The pollution prevention plan for the City's municipal garage site includes frequent cleaning of the catch basins, street sweeping of the facility, storing the sand and salt mixture in a shed with a roof, and a truck wash to clean debris from trucks. The City has contracted with two vendors to sample and develop nutrient management plans for parks that have the potential to have more than five acres fertilized.

- b. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? ☒ Yes ☐ No

If yes, provide the following: Model used Winslamm Version 9.2.5 Reduction (%) 33

If no, include a description of any actions the municipality has undertaken during 2012 to help achieve the 20% standard.

- Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal? ☐ Yes ☒ No

If yes, describe:

- c. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices? ☒ Yes ☐ No

If yes, describe the maintenance program and any maintenance activities that have occurred for best management practices in 2012. If available, attach any additional information on the maintenance program.

The City reviewed storm sewer outfalls and ponds as part of the IDDE program. Repairs were made to storm outfalls to a pond in basin ER050A and FE260B.

- d. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

1. Added a storm water management pond near STH 57 and the Fox River Trail.
2. Upgraded storm sewer on Glenwood Avenue.
3. Added storm sewer and a regional storm water management pond for Innovation Court.
4. Main Avenue storm sewer upgrades by WisDOT for the USH 41 Project.

SECTION VI. Fiscal Analysis

- a. Provide a fiscal analysis that includes the annual expenditures for 2012, and the budget for 2012 and 2013. A table to document fiscal information is provided on page 6.

- b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?

☒ Storm water utility ☐ General fund ☐ Other _____

- c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements? ☒ Yes ☐ No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

Storm water management funds are generated from a user charge for the storm water utility. The City has implemented a rate policy based on residential user equivalents (RUE's). The RUE's are determined based on the size of the parcel and land use.

SECTION VII. Inspections and Enforcement Actions

Note: If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.

- a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit? ☒ Yes ☐ No If yes, attach copy or provide web link to ordinance:
<http://www.de-pere.org>
- d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)? ☐ Yes ☒ No If yes, attach copy or provide web link to ordinance:
- e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

SECTION VIII. Water Quality Concerns

- a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/topic/SurfaceWater/orwerw.html>) ☐ Yes ☒ No If yes, list:
- b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/water/impairedsearch.aspx?status=303d>) ☒ Yes ☐ No If yes, complete the following:
- Impaired waterbody to which the MS4 discharges:
Ashwaubenon Creek, East River, Fox River
 - Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:
City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers.
- c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.
Constructed new ponds in the Ashwaubenon and Fox River watersheds.
- d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

Describe any proposed changes to the storm water management program being contemplated by the municipality for 2013 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

31088 City of De Pere
FIN / Municipality Name

**Annual Report under MS4
General Permit No. WI-S050075-1**

Form 3400-195 (R 2/13)

Page 5 of 7

SECTION IX. Proposed Program Changes

Fiscal Analysis Table. Complete the fiscal analysis table provided below.

Program Element	Annual Expenditure 2012	Budget		Source of Funds
		2012	2013	
Public Education and Outreach	2,000	2,000	2,000	Storm Water Utility
Public Involvement and Participation	1,000	1,000	1,000	Storm Water Utility
Illicit Discharge Detection and Elimination	2,000	5,000	2,500	Storm Water Utility
Construction Site Pollutant Control	2,850	2,850	2,750	Storm Water Utility
Post-Construction Storm Water Management	208,350	220,000	109,200	Storm Water Utility
Pollution Prevention	579,380	579,380	687,550	Storm Water Utility
Storm Water Quality Management (including pollutant-loading analysis)	298,000	334,250	225,000	Storm Water Utility
Storm Sewer System Map	11,400	11,400	10,900	Storm Water Utility
Other:				

NORTHERN REGION COUNTIES

Ashland	Langlade	DNR Service Center
Barron	Lincoln	Attn: Storm Water Program
Bayfield	Oneida	5301 Rib Mountain Rd.
Burnett	Polk	Wausau, WI 54401
Douglas	Price	Phone: (715) 359-4522
Florence	Rusk	
Forest	Sawyer	
Iron	Taylor	
	Vilas	
	Washburn	

WEST CENTRAL REGION COUNTIES

Adams	Marathon	DNR Service Center
Buffalo	Monroe	Attn: Storm Water Program
Chippewa	Pepin	5301 Rib Mountain Rd.
Clark	Pierce	Wausau, WI 54401
Crawford	Portage	Phone: (715) 359-4522
Dunn	St. Croix	
Eau Claire	Trempealeau	
Jackson	Vernon	
Juneau	Wood	
La Crosse		

NORTHEAST REGION COUNTIES

Brown	Marquette	DNR Northeast Region
Calumet	Menominee	Attn: Storm Water Program
Door	Oconto	2984 Shawano Ave.
Fond du Lac	Outagamie	Green Bay, WI 54313
Green Lake	Shawano	Phone: (920) 662-5100
Kewaunee	Waupaca	
Manitowoc	Waushara	
Marinette	Winnebago	

SOUTH CENTRAL REGION COUNTIES

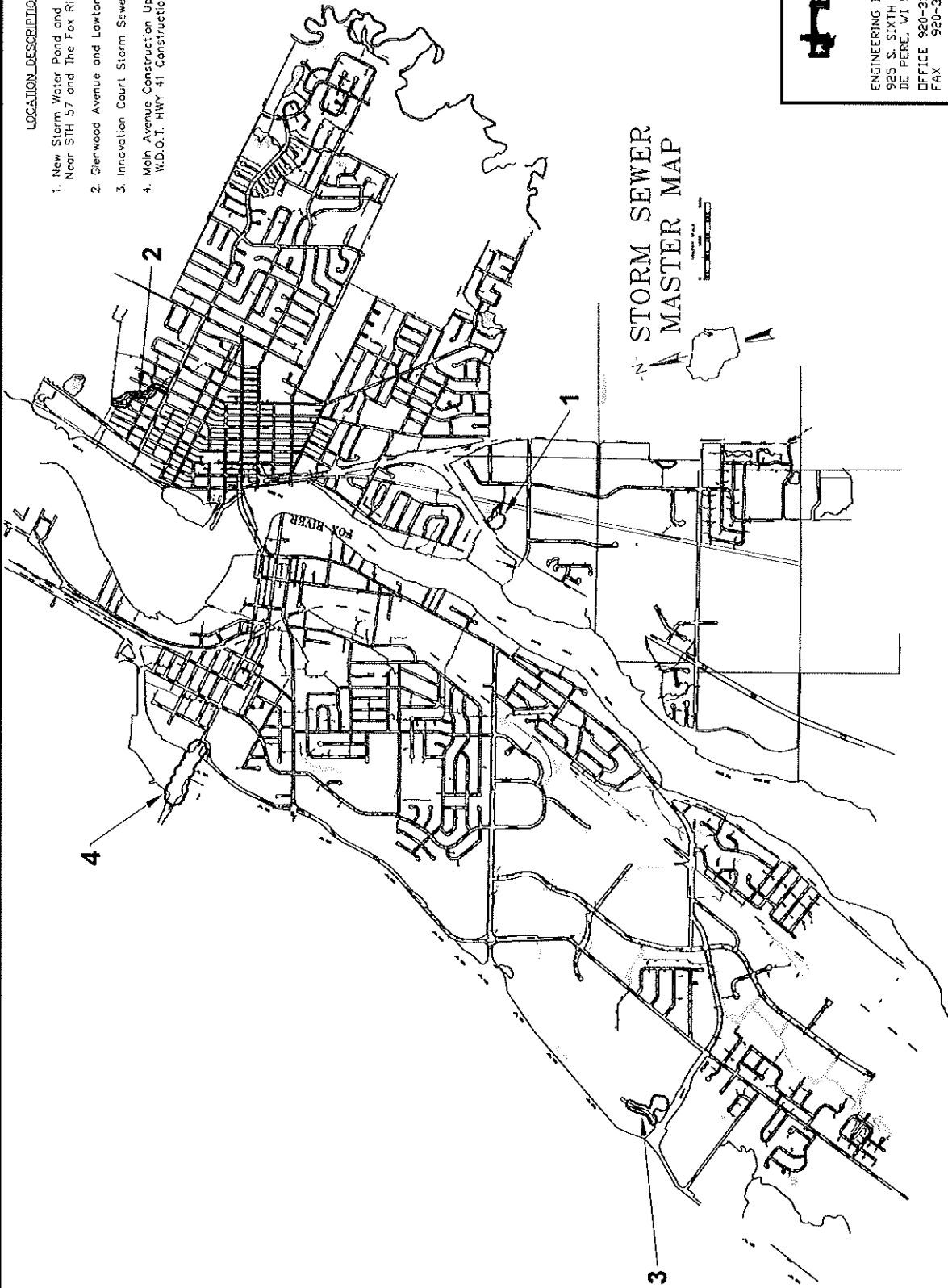
Columbia	Jefferson	DNR South Central Region
Dane	LaFayette	Attn: Storm Water Program
Dodge	Richland	3911 Fish Hatchery Rd.
Grant	Rock	Fitchburg, WI 53711
Green	Sauk	Phone: (608) 275-3266
Iowa		

SOUTHEAST REGION COUNTIES

Kenosha	Sheboygan	DNR Service Center
Milwaukee	Walworth	Attn: Storm Water Program
Ozaukee	Washington	141 NW Barstow Street,
Racine	Waukesha	Room 180
		Waukesha, WI 53188
		(262) 574-2100

LOCATION DESCRIPTION

1. New Storm Water Pond and Existing Pond Modifications Near STH 57 and The Fox River Trail
2. Glenwood Avenue and Lawton Place Storm Sewer Upgrades
3. Innovation Court Storm Sewer and Regional Pond
4. Main Avenue Construction Upgrades in Conjunction with W.D.O.T. HWY 41 Construction Project



**STORM SEWER
MASTER MAP**



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

TITLE:
2012 Annual Report
under MS4
General Permit

DATE: 03-04-2013
BY: BK
CHECKED: ER

City of De Pere

Public Works Department

Memo

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

From: Eric P. Rakers, P.E., City Engineer *EPR*

Date: March 7, 2013

Subject: Consider Intergovernmental Agreement between De Pere and Ledgeview Regarding City Connection to Ledgeview Sewer on Viking Lane and CTH PP.

In 1998, the City, Ledgeview, and the Ledgeview Sanitary District #2 entered into an Intergovernmental Agreement which authorized the sale of City water to the Fox River Service Area (comprised of the "Town Island" area of Ledgeview along the Fox River between Rockland Rd and the City Boundary.) In exchange for city sale of water to the Town Sanitary District for that area, the City received permission to hook up to the Town Sewer on Old Plank Road and the Town agreed to not extend water into Rockland through January 8, 2013. The price the District paid the City for water under the Agreement consisted of: (the sum of all volume charges per served property + unaccounted water rate) x 1.25. The District also pays for private fire protection fees for the hydrants in the service area.

Several years ago, the City started discussing with Ledgeview an extension of the Town's agreement to not extend water into Rockland (which expired on January 8, 2013) and the desire for the City to tap into the Town sanitary sewer along CTH PP for sewer service for several city properties on PP. Ledgeview and the Sanitary District were interested in revising the water service rate in light of the advent of CBCWA, and the fact that while the 25% was initially intended to act as payment for use of the city's integrated water system, given the rise in rates attributable to CBCWA, the 25% amounted to more of a windfall for the city than originally negotiated.

Initially, City staff approached the Public Service Commission (PSC) to get their input on revision of these service area fees. The PSC determined that changing the fee structure required a rate change case before the PSC and, given the recent rate change case approved by the PSC, the city was ineligible for another rate change case in the near future.

Therefore, in order to address all the parties' concerns at present rather than waiting for a future rate change case, the parties have negotiated an interim solution where the City will make payment to the Town for the difference in water service rates between the current structure and a revised rate structure until the city can obtain a revised PSC rate. With the proposed Agreement, the City will be able to connect to the Town PP sewer and the City will obtain a 25 year extension of the prohibition on water sales to Rockland.

The "new" rate calculation would:

1. Require all volume usages to be added together for a total volume used, which is then charged per the current volume charges;
2. Eliminate the unaccounted water charge (which both parties currently pay to CBCWA);
3. Revise the 25% surcharge to a 10% administrative fee
4. The city would also provide the District a reimbursement for 2011 and 2012 based upon the difference between what was charged and what would have been charged if the "new" rate was in effect. This total for both years is \$27,857.83.

The District would continue to pay the private fire protection fee.

Based on 2011 and 2012, it is estimate that the "new" rate would result in approximately a \$14,000 decrease in revenue to the water utility yearly.

Attached for your review is the "Intergovernmental Agreement between the City of De Pere, the Town of Ledgeview, and the Ledgeview Sanitary District #2 Regarding City Connection to Ledgeview Sewer on Viking Lane and County Highway PP". Staff recommends approval of the Agreement.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DE PERE,
THE TOWN OF LEDGEVIEW AND THE LEDGEVIEW SANITARY DISTRICT #2
REGARDING CITY CONNECTION TO LEDGEVIEW SEWER ON VIKING LANE
AND COUNTY HIGHWAY PP**

WHEREAS, the Town of Ledgeview ("Town") and the Ledgeview Sanitary District #2 ("District") wish to allow the City of De Pere ("City") to make a permanent connection to the District's local sewer at CTH PP and Viking Lane in order to provide sewer service to areas in the City along CTH PP; and

WHEREAS, the parties have, since at least 2011, been in the process of discussing changes to the method by which the City charges District for water service to the Fox River Drive Area within the District under an Intergovernmental Agreement among the parties dated January 8, 1998, and Amended on January 8, 2001 (Fox River Water Service Agreement); and

WHEREAS, the parties recognize that Amending such Agreement to revise the billing methodology will require Wisconsin Public Service Commission (PSC) approval through a City rate case, and wish to enter into this Agreement in order to provide District with compensation for the sewer extension provided such compensation is paid only until such time as City applies to the PSC for a water rate change case; and

WHEREAS, the parties wish to enter into this Intergovernmental Agreement pursuant to Wis. Stats. §66.0301 for purposes of cooperatively exercising their respective powers and duties regarding these matters; and

WHEREAS, the parties see mutual benefits and benefits to their respective entities in working together in a cooperative manner.

NOW THEREFORE, upon the mutual promises and obligations set forth herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I
CITY CONNECTION TO DISTRICT CTH PP SANITARY SEWER

1. The parties recognize that City is in need of providing sewer service to that area identified as the "CTH PP Sewer Service Area" and shown on the map attached hereto and incorporated as Exhibit A. The CTH PP Sewer Service Area comprises 11 acres of land with a daily peak flow rate of 0.066 cfs.
2. District has available within the proximity of the CTH PP Sewer Service Area a District sewer with sufficient capacity to serve the CTH PP Sewer Service Area, and agrees to allocate to City 0.066 cfs capacity in that sewer.
3. City shall obtain all approvals necessary for the sewer extension and sewer service amendment.
4. City shall construct along CTH PP within the City, a sewer main to which all properties within the CTH PP Sewer Service Area shall connect. Such City sewer main shall extend from the CTH PP Sewer Service Area to District's sewer manhole at CTH PP and Viking Lane. One City connection at District's manhole shall be permitted by District.
5. The location of the sewer lateral connecting Parcel D-78-4 in the Town to District's sewer conflicts with City's proposed extension of District sewer. City shall, at its expense, remove such lateral from its current connection and reconnect the same to the main extension City installs under paragraph 4 above.
6. City and District shall each be responsible to perform maintenance and rehabilitation work on their respective facilities and to pay the costs thereof.

II
CITY OBLIGATIONS

1. City shall continue to bill District for water service to the Fox River Drive Area as provided in the Fox River Service Agreement and PSC Schedule Mg-1 (schedule attached as Exhibit B).
2. In consideration of District permitting City's connection to District's local sewer for the CTH PP Sewer Service Area, City shall make payment to District as follows:

A. City shall reimburse District for its engineering fees incurred in the course of reviewing the City's sewer connection under this Agreement, not to exceed \$5,000; and

B. Commencing in 2013, quarterly payment to District upon the receipt of District payment, the difference between the current Schedule Mg-1-1 (attached as Exhibit C):

- i. *Each customer's water usage shall be adjusted by a factor of water loss incurred by De Pere Water Department as indicated in the PSC annual report.*

Each customer's water bill shall be calculated applying De Pere Water Department rates in Schedule Mg-1.

Each customer's water bill shall be multiplied by 1.25.

Each customer's water bill shall be added together and billed to the Ledgeview Sanitary District No. 2 Water Utility.

and

- ii. *Each customer's water usage shall be added together to determine the aggregate water usage in the Fox River Drive Area.*

The District's volume water charge shall be calculated by applying the De Pere Water Department appropriate volume charges in Schedule Mg-1 to the aggregate water usage.

An administrative fee of 10% shall be assessed upon the volume water charge and billed to the District.

C. Reimbursement of 2011 and 2012 billings utilizing the above differential calculations as set forth in the spreadsheet attached and incorporated as Exhibit D.

- 3. City billing under the Fox River Service Agreement and quarterly payments as described above shall cease at such time as City receives PSC approval to amend Schedule Mg-1.1 consistent with paragraph II.2.B.ii. and such change in billing is implemented.
- 4. Should City seek a subsequent rate structure change to Schedule Mg-1 which would result in higher charges to District than those set forth above, City shall negotiate such change with District.

III ANNEXATIONS AND WATER SALES

1. District and Town agree that neither shall annex any territory or sell water to any territory outside the District, south of Rockland Road, for a period of 25 years from the date of this Agreement. It is agreed by and between the parties hereto that any extension of water or sewer south of Rockland Road as between the parties will be done by the City.
2. The City agrees it will not extend sanitary sewer service or potable water service into the Town for a period of 25 years from the date of this Agreement unless such territory has been annexed into City pursuant to Wis. Stats. §66.0217, as may be amended from time to time. Further, in recognition of the fact that District has designed and installed its sanitary and water facilities to serve the Town as it exists as of the date of this Agreement, City agrees that if it annexes any Town territory within such 25 year period, it shall contract with District for sewer and water service unless City, after consultation with Town and District, determines that City provision of such services to the territory is more economically feasible.

IV GENERAL PROVISIONS

1. This Agreement is subject to approval of all the respective governing bodies of the parties hereto.
2. Except as provided in paragraph IV.3. below and except as may be expressly provided otherwise herein, this Agreement shall not terminate.
3. Should either party breach or fail to perform any obligation required hereunder, the other party may serve written notification thereof by certified mail. Failure of the breaching party to cure said breach within 30 days of such notification shall entitle the non-breaching party to terminate the Agreement and pursue its remedies by any manner authorized by law.
4. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties and their respective successors and assigns.
5. Enforceability of this Agreement is not affected by a change in the form of Town's government.
6. This Agreement embodies the entire agreement of the parties. No change, alteration or amendment to its terms shall be effective unless made in writing and signed by all parties hereto.

7. Unless there is a breach under IV.3. above, all parties agree they will not challenge this Agreement in any manner or in any forum.
8. Force Majeure. No party hereby shall be considered in default of this Agreement in the event their performance of obligations herein are delayed or prevented due to unforeseeable causes beyond their control including, but not limited to, Acts of God, forces majeure, acts of public enemy, fire, floods, epidemics, quarantine restrictions, strikes, embargoes, breaches of contracts by contractors and unusually severe weather or other such delays. The time or times for performance of any obligation delayed shall be extended for the period of such event.
9. All such notices required or made under the terms of this Agreement shall be effective only if served by certified or registered mail, upon the following:

If to City: City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

If to Town: Town of Ledgeview
Town Clerk/Administrator
3700 Dickinson Road
De Pere, WI 54115

If to District: Ledgeview Sanitary District #2
District Secretary
3700 Dickinson Road
De Pere, WI 54115

[Signatures on following page]

Dated this _____ day of _____, 2013.

CITY OF DE PERE

TOWN OF LEDGEVIEW

Michael J. Walsh, Mayor

Marc Hess, Chair

Shana L. Defnet, Clerk-Treasurer

Sarah Burdette, Clerk/Administrator

LEDGEVIEW SANITARY DISTRICT #2

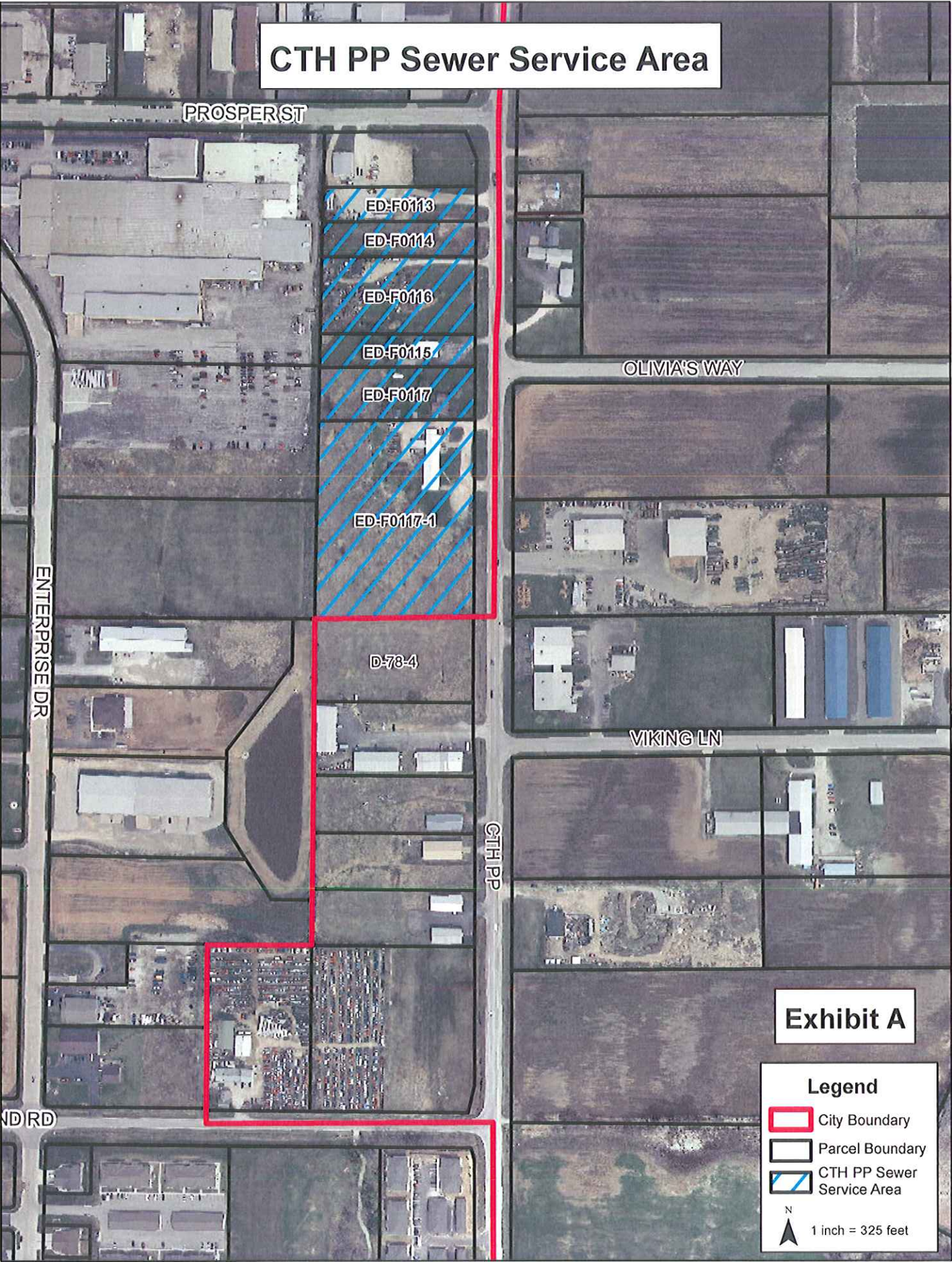
Steve Jauquet, President

Ken Guerts, Commissioner

Dennis Watermolen, Commissioner

H:\dupont\Agreements\2013\Intergovt Agreement with Ledgeview (water service) final 3-6-13.docx

CTH PP Sewer Service Area



RATE FILESheet No. 1 of 1Schedule No. Mg-1Amendment No. 46**Public Service Commission of Wisconsin****DePere Water Department****General Service - Metered****Quarterly Service Charges:**

3/8 -inch meter - \$	24.00	3 -inch meter - \$	147.00
1/2 -inch meter - \$	24.00	4 -inch meter - \$	228.00
1 -inch meter - \$	37.50	6 -inch meter - \$	405.00
1 1/4 -inch meter - \$	51.00	8 -inch meter - \$	591.00
1 1/2 -inch meter - \$	64.50	10 -inch meter - \$	870.00
2 -inch meter - \$	96.00	12 -inch meter - \$	1,149.00

Plus Volume Charges:

- First 50,000 gallons used per quarter - \$5.93 per 1,000 gallons
- Next 450,000 gallons used per quarter - \$4.95 per 1,000 gallons
- Over 500,000 gallons used per quarter - \$4.20 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings where metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

EFFECTIVE: March 22, 2011
PSCW AUTHORIZATION: 1610-WR-104

Exhibit B

RATE FILE

Sheet No. 2 of 2

Public Service Commission of Wisconsin

Schedule No. Mg-1.1

DePere Water Department

Amendment No. 46

General Service – Ledgeview Sanitary District No. 2
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For general service to the Ledgeview Sanitary District No. 2, the charges shall be calculated as set forth below.

Each customer's water usage shall be adjusted by a factor of water loss incurred by De Pere Water Department as indicated in the PSC annual report.

Each customer's water bill shall be calculated applying De Pere Water Department rates in Schedule Mg-1.

Each customer's water bill shall be multiplied by 1.25.

Each customer's water bill shall be added together and billed to the Ledgeview Sanitary District No. 2 Water Utility.

Billing: Same as Schedule Mg-1.

EFFECTIVE: March 22, 2011
PSCW AUTHORIZATION: 1610-WR-104

Exhibit C

Town of Ledgewood

Quarter	Gallons Used	Rate	Total	Admin Fee	Total	Billed	Difference
2011 – 1st	1,125,625	50 x 4.92=246.00 450 x 4.80=2160.00 625.625 x 3.31=2070.82	4476.82	X 1.10	4924.50	(7537.09)	(2612.59)
2011 – 2nd	1,156,678	50 x 5.68=284.00 450 x 4.91=2209.50 656.678 x 3.98=2613.58	5107.08	X 1.10	5617.79	(8946.42)	(3328.63)
2011 – 3rd	1,400,358	50 x 5.93=296.50 450 x 4.95=2227.50 900.358 x 4.20=3781.50	6305.50	X 1.10	6936.05	(10707.90)	(3771.85)
2011 – 4 th	996,724	50 x 5.93=296.50 450 x 4.95=2227.50 496.724 x 4.20=2086.24	4610.24	X 1.10	5071.26	(8053.17)	(2981.91)
2012 – 1 st	1,244,642	50 x 5.93=296.50 450 x 4.95=2227.50 744.642 x 4.20=3127.50	5651.50	X 1.10	6216.65	(9729.77)	(3513.12)
2012 – 2nd	1,303,602	50 x 5.93=296.50 450 x 4.95=2227.50 803.602 x 4.20=3375.13	5899.13	X 1.10	6489.04	(10409.73)	(3920.69)
2012 – 3rd	1,505,603	50 x 5.93=296.50 450 x 4.95=2227.50 1005.603 x 4.20=4223.53	6747.53	X 1.10	7422.28	(11907.03)	(4484.75)
2012 – 4th	1,073,191	50 x 5.93=296.50 450 x 4.95=2227.50 573.191 x 4.20=2407.40	4931.40	X 1.10	5424.54	(8668.83)	(3244.29)
Totals			43,729.20		48,102.11	(75,959.94)	(27,857.83)

Note: 3rd Qtr 2011 was billed at pro-rated charges and should have been at full charges on original billing. The amounts shown on this table are correct.