Board of Public Works

Regular Meeting

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

Agenda

Monday, February 8, 2021 **7:30 PM**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **February 8, 2021** at **7:30 PM.**

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

Please join my meeting from your computer, tablet or smartphone.
https://www.gotomeet.me/DePere

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

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

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

I. Call to Order

1. Roll Call

II. Items

1. Approval of the January 11, 2021 Board of Public Works Meeting Minutes
2. Consideration and possible action on Sustana Request to Discharge Non-Contact Coolant Water to Future Storm Water Pond*
3. Consideration and possible action on award of Contract 21-05 Sidewalk and Curb Repairs*
4. Consideration and possible action on award of Contract 21-06 Concrete Street Repairs*
5. Consideration and possible action on the 2021 Storm Lateral Assessment Charge-Residential
6. Consideration and possible action on the 2021 Storm Lateral Assessment Charge-Existing Non-Residential Properties
7. Consideration and possible action on the 2021 Sidewalk Special Charge Rates and Payback Periods
8. Consideration and possible action on Agreement Between the City and St. Norbert College Regarding Reconstruction and Discontinuance of Portion of Reid Street*
9. Consideration and possible action on Project Approach for Full-Length Sanitary Sewer Lateral Replacement

10. Consideration and possible action on 9th Street Reservoir Mixer
11. Consideration and possible action on Soliciting for Design Services for MSC Expansion*
12. Consideration and possible action on Ald. Hansen's Request for Responsible Bidder's Ordinance*

III. Future Agenda Items

IV. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday February 8, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
VINTON CONSTRUCTION COMPANY
ST NORBERT COLLEGE
DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
SOMMERS CONSTRUCTION COMPANY, INC
SUSTANA, FOX RIVER FIBER, LLC

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

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Betty Sellenheim**
SUBJECT:	**Approval of the January 11, 2021 Board of Public Works Meeting Minutes**

ATTACHMENTS:

- 2021 0111 CE_BOPW_Draft Minutes (PDF)

Board of Public Works

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

Regular Meeting

Draft Minutes

Monday, January 11, 2021 6:00 PM

I. Call to Order

The meeting was called to order at 6:00 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Remote	
Dan Carpenter	Alderperson	Remote	
Jonathon Hansen	Alderperson	Late	6:35 PM
Shana Defnet Ledvina	Alderperson	Remote	
Dean Raasch	Alderperson	Remote	

Others present:
Scott Thoresen, Director of Public Works (remote)
Eric Rakers, City Engineer (remote)
Betty Sellenheim, Recording Secretary (remote)
Taryn Nall, Ruekert-Mielke (remote)

II. Items

1. Approval of the Board of Public Works December 7, 2020 Meeting Minutes

Alderperson Raasch moved to approve the Board of Public Works December 7, 2020 Meeting Minutes, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

2. Discuss 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan

Eric Rakers, City Engineer, overviewed the report and introduced Taryn Nall, Ruekert - Mielke, to cover more details on the study and report. Mr. Rakers explained the difference between inflow and infiltration and explained the City pays Green Bay Metropolitan Sewerage District approximately $100,000-$120,000 annually to treat this clear water. Mr. Rakers explained a few techniques for identifying areas of concern for storm sewer connections as outlined in the report.

Alderperson Carpenter asked if the City would pay for part of the replacements of laterals or provide financial support. Mr. Rakers explained a few options he had thought of in regards to replacing storm laterals to the home during reconstruction projects. Taryn Nall, Ruekert - Mielke, explained what he has seen in other communities. Scott Thoresen, Director of Public Works, asked Mr. Nall about sump pumps and drainage in the communities he has worked with. Mr. Nall explained how situations have been handled in other communities. Alderperson Ledvina asked how illegal cross connections would be identified. Mr. Thoresen and Mr. Nall explained a few options. Alderperson Carpenter expressed his interest initiating a program to curb I&I with the 2021 reconstruction,

specifically with the Erie Street Reconstruction to be discussed later in the meeting. Mayor Boyd agreed with Alderperson Carpenter.

Discussion only. No action required.

RESULT:	**DISCUSSED**

3. Consideration and possible action on Quote for 2021 Consulting Services*

Eric Rakers, City Engineer, explained the annual RFP process for consulting services for engineering work.

Alderperson Carpenter asked if this was more cost effective for the city compared to hiring additional staff. Mr. Rakers stated it was, especially in cases of expertise (surveyors), time sensitive or short notice items, and inspections when City staff is on other construction sites.

Alderperson Raasch moved to approve Robert E. Lee & Associates for 2021 Consulting Services, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on quote for a stream relocation on Parcel WD-D0077 adjacent to Fortune Avenue in the West Business Park.*

Eric Rakers, City Engineer, explained the request from Development Services Department to relocated a navigable waterway/stream on parcel WD-D0077 to increase interest in purchasing for development. The scale of the work may be determined by the DNR based on inspections of the parcel and ability to relocate. The work would be completed by Robert E. Lee at the pricing approved in the 2021 Consulting Services Agreement but would be a standalone project funded by TID.

Alderperson Carpenter requested clarification of the location of the navigable waterway and where it was proposed to be moved to, along with the likelihood of it being considered navigable now. Mr. Rakers explained the location of the waterway and that it would be considered navigable by the DNR. If not for the navigability, staff would have looked to move it in the past. Mr. Rakers mentioned interest in lowering the stream to allow for better flow to the stormwater pond. Alderperson Hansen asked if Robert E. Lee would be handling the project or if City staff would remain involved. Mr. Rakers explained Dan Lindstrom will be the staff contact but that Robert E. Lee will be primary contact for the project. Alderperson Raasch asked if the navigable waterway is connected to other water bodies. Mr. Rakers explained the waterway in question is considered navigable to the river. Alderperson Raasch asked if this waterway was filled in, how the City would offset the loss. Mr. Rakers explained it wasn't being filled in but just being relocated within the same area.

Alderperson Hansen moved to approve quote from Robert E. Lee & Associates for stream relocation on parcel WD-D0077 adjacent to Fortune Avenue in the West Business Park, seconded by Alderperson Ledvina.

Alderperson Hansen asked if the phragmites on the site could be eradicated during the relocation process. Mr. Rakers stated there was no guarantee but the site would be regraded if the relocation was approved by DNR.

Upon vote, the motion passed unanimously.

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

5. Discuss Ald. Carpenter's Request for Review of Polycart Storage Enforcement

Alderperson Carpenter explained his request to discuss this item at the Board meeting. Scott Thoresen, Director of Public Works, explained the current procedure and changes that were discussed between the Public Works Department and Legal Department. Tony Fietzer, Street Superintendent, emphasized the positive aspects of the changes being proposed.

Alderperson Hansen spoke in favor of a city-wide notice and explained the carts do not need to be kept inside but screened at a minimum. Mr. Thoresen explained how staff responds to complaints that are received.

Discussion only. No action required.

RESULT:	**NO ACTION**

6. Consideration and possible action on using Toter polycarts for garbage and recycling collection

Tony Fietzer, Street Superintendent, explained the history of the automated collection carts and reason for consolidating to one company for both garbage and recycling containers.

Alderperson Raasch moved to approve the purchase and use of Toter polycarts for garbage and recycling collections, seconded by Alderperson Carpenter.

Alderperson Raasch expressed his personal experience with the two different brands of carts. Alderperson Hansen verified the Toter carts would be identical to the recycling ones but green in color. Mr. Fietzer stated that was true. Alderperson Hansen asked how the new carts would be distributed. Mr. Fietzer stated he could see the new homes in new subdivisions being the first to receive both garbage and recycling by Toter.

Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on Quotes for 2021 Materials Testing and Soil Borings*

Eric Rakers, City Engineer, explained the annual RFP process for materials testing and soil borings on 2021 construction projects.

Alderperson Carpenter moved to approve 2021 quote from Bay Area Testing and Consulting, LLC for Materials Testing and ECS Midwest, LLC for Soil Borings, seconded by seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

8. Consideration and possible action on Extension of Agreement for Spur Line Maintenance*

Eric Rakers, City Engineer, explained the history and necessity of spur line maintenance.

Alderperson Raasch moved to approve extending the agreement for Spur Line Maintenance for two years with Holubar Construction Company, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

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

9. Consider and Possible Action for Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on Merrill Water Tower*

Scott Thoresen, Director of Public Works, explained the request from T-Mobile for wireless upgrades on the Merrill Street Water Tower and required Dixon Engineering agreement for Engineering Technical Services.

Alderperson Carpenter moved to approve Engineering Technical Services regarding installation of T-Mobile's Wireless Antennae Facilities on Merrill Water Tower, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

10. Consideration and possible action to Reconstruct Erie Street

Eric Rakers, City Engineer, explained City reconstruction process and request from staff to reconstruct N. Erie Street in 2021 due to postponing Lewis Street to 2022 to coincide with the construction of the Mulva Multi-Cultural Center.

Alderperson Raasch moved to approve reconstructing Erie Street from George Street to Ridgeway Boulevard in 2021 and postponing Lewis Street reconstruction to 2022, seconded by Mayor Boyd.

Alderperson Hansen asked for clarification regarding the change of scope for water services on Ridgeway Blvd. Mr. Rakers explained that approximately half of the originally planned work will be completed in 2021 and the remainder in 2022 with Lewis Street. Alderperson Carpenter reiterated his request to have I&I work done along with this project. Mr. Rakers and Scott Thoresen, Director of Public Works, commented on Alderperson Carpenter's request including potential cost sharing options.

Upon vote, the motion passed unanimously.

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

11. Consider and Possible Action for S. Webster Entrance Sign Replacement*

Scott Thoresen, Director of Public Works, explained the options for replacing the vandalized entrance sign on S. Webster Avenue.

Mayor Boyd expressed interest in raising the sign, which was supported by Alderperson Ledvina. Alderperson Raasch expressed his displeasure with residents vandalizing City improvements and expressed interest in raising the sign four feet to increase the difficulty of further damage. Mayor Boyd added that the City entrance sign was not the only vandalism for that night; Tony Fietzer, Street Superintendent, agreed. Mayor Boyd questioned how far to raise the sign (2-4') based off Alderperson Raasch's request. Mr. Thoresen stated that two feet was not high enough and staff had felt that three feet brought it more level with the sidewalk. Alderperson Raasch expressed interest in raising the sign to the maximum feasible for the site. Mr. Thoresen stated he would work with the sign company to determine what that height would be. Alderperson Raasch expressed interest in painting the back of the sign gray. Alderperson Hansen expressed concerns about painting this one gray since all the others are white on the back and requested the others be painted gray in the future or when they are replaced. Mayor Boyd asked if the Board felt anti-graffiti paint should be used. Mr. Thoresen stated that staff was opposed since there was no guarantee of its viability. Alderperson Carpenter proposed trying the anti-graffiti paint. Alderperson Hansen asked for clarification on the opposition to anti-graffiti paint. Mr. Thoresen explained that there is no guarantee from the sign company that graffiti would be able to be removed if the paint was used and using it on this material is different from other City locations that it has been used on (foam vs. concrete). Mr. Fietzer offered staff to contact Fox Cities Signs and ask if they would be willing to take the existing sign and paint it with the anti-graffiti paint, graffiti it, and attempt to remove/clean to determine viability.

Alderperson Raasch moved to approve the replacement of the S. Webster Entrance Sign modifying the height to be maximized but not more than four feet, painted gray on the back, and painted with anti-graffiti paint if viability could be proved using the current damaged sign as a test, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

12. Consideration and possible action on Ald. Hansen's Request for Responsible Bidder's Ordinance*

Alderperson Hansen explained some history of discussion surrounding a Responsible Bidder's Ordinance for City of De Pere and requested the item be tabled due to short notice and inability of community members to be present for the discussion.

Alderperson Hansen moved to table action on the Responsible Bidder's Ordinance until the February 2021 Board of Public Works Meeting, seconded by Mayor Boyd. Upon vote, the motion passed with a 4-1 vote with Alderperson Raasch voting no.

RESULT:	**TABLED [4 TO 1]** **Next: 2/8/2021 7:30 PM**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Defnet Ledvina
NAYS:	Dean Raasch

III. Future Agenda Items

None

IV. Adjournment

Mayor Boyd moved to adjourn the meeting at 7:44 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, January 11, 2021 so that arrangements can be made.

Agenda Sent To:
MAYOR
ALDERPERSONS
DEPARTMENT HEADS

RUEKERT-MIELKE, INC
HOLUBAR CONSTRUCTION COMPANY
ROBERT E. LEE & ASSOCIATES, INC

DE PERE CHAMBER OF COMMERCE
TV, NEWSPAPERS & RADIO
KRESS FAMILY LIBRARY
BAY AREA TESTING & CONSULTING, INC
ECS MIDWEST, LLC

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

Respectfully submitted,
Betty Sellenheim

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on Sustana Request to Discharge Non-Contact Coolant Water to Future Storm Water Pond***

ATTACHMENTS:

- 2021 0208 CI_BOPW-Sustana Discharge Request (PDF)
- SUSTANA PROPOSAL (PDF)
- 2021 0119 Letterofrequest (PDF)

CITY OF DE PERE MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on Sustana Request to Discharge Non-Contact Coolant Water to Future Storm Water Pond***

Staff has received a request from Sustana, 1751 W. Matthew Drive, to discharge non-contact coolant water to the proposed storm water pond off of Matthew Drive. The City is designing the proposed storm water pond off of Matthew Street. This is the pond that the City has received a grant to construct from the Wisconsin Department of Natural Resources (WDNR). Staff is looking for Board input on allowing the discharge of water from Sustana prior to investing the design impacts. Staff is in support of the discharge with the following conditions:

- Creation of an agreement which will be approved by the Board and Council identifying parameters of the discharge.
- No impact to performance of the pond to treat City storm water.
- Construction of a low-flow pipe from the new pond to the existing pond along Scheuring Road. This pipe will be funded by Sustana
- Requirement that Sustana can reroute the discharge when required by the City, such as when maintenance is required or in case of an emergency.
- Any pond upsizing due to the discharge is funded by Sustana.
- Any storm water testing due to the discharge is funded by Sustana.
- Continued approval of discharge by the WDNR.

If the parameters above can be met for the City and Sustana, this will be brought back to the Board and Council for approval of an Agreement. Overall, from a sustainability perspective, it is better to discharge clean water to our storm sewer system rather than to the sanitary sewer that requires energy to treat the water at the wastewater treatment standpoint. This will also help a local business in De Pere reduce operation costs by not having to pay to treat the clean water.

Staff recommends Board approval to investigate the discharge of noncontact coolant water to the proposed pond.

W. MATTHEW DRIVE

E. MATTHEW DRIVE

SUBURBAN DRIVE

VENTURE AVENUE

LEGEND

- SUSTANA FIBER
- PROPOSED MATTHEW STREET STORM WATER PONDS
- POTENTIAL LOW FLOW STORM SEWER W/ DITCH FOR HIGH FLOW

1 inch = 100 feet

N
W E
S

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

DE PERE SM

SUSTANA PROPOSAL UPDATED 02/2021

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

SUSTANA FIBER

January 19th, 2021

Sustana, Fox River Fiber, llc
1751 W Matthew Dr
DePere, WI 54115

City of DePere
925 S Sixth St
DePere, WI 54115

Attn: Eric Rakers, Scott Thoreson

Sustana, Fox River Fiber is a recognized in the industry as a leader in sustainability and innovative closed loop processes. Continuous efforts are made to eliminate or reduce our environmental footprint in the areas of water reduction and energy. We appreciate the City of DePere's partnership as we work towards these goals.

A major step towards closing our mill requires the discharge of non-contact cooling water to the storm sewer. We have received the approval from the DNR for the discharge, however, we need some further help from the City to make it work. Requested path forward:

- City will convert dry ponds on Matthew Drive into wet ponds by mid-November
  - Part of existing grant project
- City will design and provide cost estimate to run a low flow pipe along railroad tracks, traveling to the retention pond on Scheuring Road
  - City will build and own the pipe, Sustana will pay for installation
  - Design for average flow of 800,000 gallons/day with max temperature of 85 F
- Sustana would enter into an agreement with the City, which would include, but not limited to:
  - Testing requirements
  - Ability to eliminate or divert discharge when needed

We ask that we get your approval to move forward and work directly with Eric Rakers and Scott Thoreson to put together a successful project. Please feel free to contact us with any questions you mave have.

James J Schneider
VP Operations
Sustana, Fox River Fiber
(920)347-4433
jschneider@sustanagroup.com

Ryan Beard
Production Manager
Sustana, Fox River Fiber
(920)347-4432
rbeard@sustanagroup.com

Attachments: Permit Request
Permit Approval

State of Wisconsin
Department of Natural Resources
Bureau of Water Quality
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Noncontact Cooling Water, Refrigeration Condensate, and Boiler Blowdown General Permit Request

WPDES Permit No. WI-0044938-06

Form 3400-223 (06/17)

Notice: Pursuant to chs. NR 200 and 205, Wis. Adm. Code, this permit application is required to request coverage under General WPDES Permit No. WI-0044938-06 for noncontact cooling water pollutant discharges to surface waters. Failure to complete this form in its entirety may result in a returned form or a denied request for coverage. Personal information collected will be used for administrative purposes and may be provided to requestors to the extent required by Wisconsin Open Records law [ss. 19.31-19.39, Wis. Stats.].

Section I: WPDES Permittee Responsible for the Pollutant Discharge

Parent Company/Owner	Authorized Representative		Phone No. (incl. area code)
Fox River Fiber Co., LLC	Jonathan Logan		(920) 615-0120
Mailing Address- PO Box, Street, or Route	**City**	**State**	**ZIP Code**
1751 West Matthew Drive	De Pere	WI	54115
Title	**Email Address**		
Environmental Coordinator	jlogan@sustanagroup.com		

Section II: Facility Site Name and Identification Information

Facility Name	Contact Name		Phone No. (incl. area code)
Fox River Fiber Co., LLC	Jonathan Logan		(920) 615-0120
Mailing Address- PO Box, Street, or Route	**City**	**State**	**ZIP Code**
1751 West Matthew Drive	De Pere	WI	54115
Title	**Email Address**		
Environmental Coordinator	jlogan@sustanagroup.com		

Section III: Discharge Location Information

Outfall Latitude	Outfall Longitude
44.4269494	-88.0929577

Section IV: Discharge Characterization

Type of Wastewater (Noncontact cooling water, boiler water, refrigeration condensate, reverse osmosis permeate, other- specify)	Outfall No (001, 002, etc.)	Average Daily Flow (gallons per day)	Discharge Type (surface water, surface water via storm sewer, groundwater)	Storm sewer distance to surface water, if applicable		Surface water, if applicable	
				Distance (m)	Source of Information	Name	WBIC*
Noncontact cooling water	003	800,000	storm Water	899.20	Brown County GIS	Lower Fox River	117900

*The WBIC (Water Body Identification Code) for a specific water body can be found at: http://dnr.wi.gov/water/waterSearch.aspx

Section V: Eligibility

1. Are any of the following wastewaters discharged to surface waters or groundwater: Contact cooling water, water from boiler cleaning operations, air compressor condensate contaminated with oil and grease, softener regeneration backwash, or other process wastewaters (wastewaters that come in contact with or are in result of production operations at a facility)?

   ◉ No

   ○ Yes. *The discharge is not eligible for this General Permit. Skip to Section VII. Contact the Department to obtain an application for an individual WDPES discharge permit.*

2. To the maximum extent of your knowledge, does the discharge contain any of the substances listed below or other substances that would be harmful to animal, plant, aquatic life (metals, volatile compounds, etc.) not sourced from the intake water or otherwise covered by the General Permit?

   alpha–BHC
   beta–BHC
   gamma–BHC (Lindane)
   delta–BHC
   Chlordane
   4,4'-DDD
   4,4'-DDE
   4,4'-DDT
   Dieldrin
   Hexachlorobenzene
   Hexachlorobutadiene
   Mercury
   Mirex
   Octachlorostyrene
   Polychlorinated Biphenlys (PCB)
   Pentachlorobenzene
   Photomirex
   1,2,3,4-Tetrachlorobenzene
   1,2,4,5-Tetrachlorobenzene
   2,3,7,8-Tetrachlorodibenzo-p-dioxin
   Toxaphene

   ◉ No

   ○ Yes. *Your discharge is not eligible for the General Permit. Skip to Section VII. Contact the Department to obtain an application for an individual WDPES discharge permit.*

3. Are water treatment or conditioning additives used in waste streams that are discharged to surface waters or seeped into groundwater?

   ◉ No. No water treatment additives (such as, separation aids, boiler treatments, scale/rust inhibitors, biocides, chlorine, etc.) are used.

   ○ Yes. Additives are used. *Appendix A must be completed to receive coverage under this General Permit.*

   Are any of the additives considered a biocide? (Biocides are designed to control biological growth, such as algae)

   ○ No.

   ○ Yes. Chlorination only.

   Frequency of Use: _____

   Maximum Concentration Used: _____

   ○ *Yes. Biocides other than chlorination are used. The discharge is not eligible for this General Permit. Skip to Section VII. Contact the Department to obtain an application for an individual WDPES permit.*

   Do any of the additives contain phosphorus?

   ○ No.

   ○ Yes.

   Frequency of Use: _____

   Chemical(s): _____

   Concentration of Phosphorus in Chemical: _____

   Maximum Concentration Used: _____

4. Has the discharge previously been covered under this general permit?

   ◉ No.

   ○ Yes. If so, have there been any process changes that would affect the flow or composition of the discharge since general permit coverage was last received?

   ○ No.

   ○ Yes. If so, please describe:

   _____

5. What is the maximum expected discharge temperature of the discharge (in Degrees Fahrenheit)? 110

6. What is the source of the cooling water? *Check all that apply.*

   ☒ Groundwater. *The discharge is potentially eligible for the NCCW General Permit. Skip to Section VII.*

   ☐ Municipal water. *Go to Question 11.*

   ☐ Lake Michigan via intake structure. *Go to Question 7.*

   ☐ Other surface water via intake structure. *Go to Question 7.*

   Complete all applicable questions for each checked box above.

This portion of the Request for Coverage should be completed for all discharges that use surface water as a water source for cooling.

7. Has the intake structure already been found to meet best technology available (BTA) requirements by the Department?

   ○ Yes. *The discharge is potentially eligible for the NCCW General Permit. Skip to Section VII.*

   ○ No.

8. Is the intake structure designed to withdraw less than 2 MGD from a water of the state?

   ◯ Yes.

   ◯ No. Does the discharger use less than 25% of the water that they withdraw exclusively for cooling?

      ◯ Yes.

      ◯ No. *The discharge is not eligible for this General Permit.*
      Skip to Section VII. Contact the Department to obtain an application for an individual WDPES permit.

9. Does each cooling water intake structure have a maximum <u>design</u> intake velocity of 0.5 feet per second (fps) **OR** a maximum <u>actual</u> intake velocity of 0.5 fps?

   ◯ Yes.

   ◯ No. *The discharge is not eligible for this General Permit.*
   Skip to Section VII. Contact the Department to obtain an application for an individual WDPES permit.

10. Does the intake structure meet any of the following conditions?

   ◯ Yes. *Attach justification and supporting information.*

      ☐ The cooling water intake structure is located on a river or stream and withdraws less than or equal to 5% of the mean annual flow of the source water.

      ☐ The cooling water intake structure is located on a lake or reservoir where the total quantity of the water withdrawn is restricted to a level necessary to maintain the natural thermal stratification or turnover patterns (where present) except in cases where the disruption is beneficial.

      ☐ The facility operates at < 8% capacity utilization rate or at full capacity only for portions of days during a few months or less on an annual basis. If located in a spawning area, the period of cooling water intake operation must not correspond with times when spawning is occurring (depending on species present, usually between April – August).

      ☐ The facility operates a closed-cycle recirculating system that only requires make-up water (with > 3 cycles of concentration on at least a daily basis). Cycles of concentration (COC) can be measured as the ratio of chloride levels in the recirculated water or blowdown relative to the chloride levels in the source water, or makeup water; or the make-up water volume divided by the blowdown volume (provided there aren't other water loses); or the blowdown water conductivity divided by the make-up water conductivity.

      The discharge is potentially eligible for the NCCW General Permit. Skip to Section VII.

   ◯ No. The discharge is not eligible for this General Permit.
   Skip to Section VII. Contact the Department to obtain an application for an individual WDPES permit.

This portion of the Request for Coverage should be completed for all discharges that use municipal water and the water source for cooling.

11. Does the municipal water supply add polyphosphates?

   ◯ No. Polyphosphates are not added to municipal water supply.

   ◯ Yes. Polyphosphates are added to municipal water supply.

   Municipal Water Source:

12. Is the municipal water supply chlorinated?

- ◯ No. Chlorine is not added to municipal water supply.
- ◯ Yes. Chlorine is added to municipal water supply.
  Municipal Water Source:

- ◯ Yes. Chloramine is added to municipal water supply.
  Municipal Water Source:

Section VI: Comments

Comments

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Northeast Region Headquarters
2984 Shawano Avenue
Green Bay, WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

January 24, 2020

Jonathan Logan, Environmental Coordinator
Fox River Fiber Co., LLC
1751 West Matthew Drive
De Pere, WI 54115

Subject: Determination on Coverage under the Noncontact Cooling Water or Condensate and Boiler Water (No. WI-0044938-6)
Parent Company: Fox River Fiber Co., LLC
Facility Name: Fox River Fiber Co., LLC
Site Location: 1751 West Matthew Drive, De Pere, Wisconsin 54115
Facility Identification Number (FIN): 69974

Dear Mr. Logan:

The Wisconsin Department of Natural Resources (hereafter Department) has determined that your proposed discharge for Fox River Fiber Co., LLC is eligible for coverage and is hereby authorized under the Wisconsin Pollutant Discharge Elimination System (WPDES) general permit for *Noncontact Cooling Water or Condensate and Boiler Water* (No. WI-0044938-6). This determination was based on review of the General Permit Request for Coverage form received by the Department from you on January 23, 2020. You are responsible for compliance with the requirements and conditions contained in the permit. Please download the permit and fact sheet from the Department website at http://dnr.wi.gov/topic/wastewater/GeneralPermits.html.

Discharge Description:
This permit covers the discharge of noncontact cooling water to the Lower Fox River.

Your proposed or continued discharge is eligible for coverage and is hereby authorized under the Wisconsin Pollutant Discharge Elimination System (WPDES) general permit *Noncontact Cooling Water or Condensate and Boiler Water* (No. WI-0044938-6) in accordance with s. NR 208.08, Wis. Adm. Code, subject to the following conditions:

1. Discharge Status: The Department must be notified if the discharge is discontinued, or if the quality or quantity of the wastewater has changed from those described in the request for coverage under this permit. Please notify me at (920) 662-5174 or LaurelL.Last@Wisconsin.gov
2. Continuation of an Expired Permit: The terms and conditions of this general permit remain in effect until this general permit is reissued or until an individual permit is issued for the discharge to which the general permit applied. The status of expired general permits can be accessed at http://dnr.wi.gov/topic/wastewater/PublicNotices.html.
3. Reporting: All required monitoring should be reported via eDMR (electronic discharge monitoring report) to be consistent with federal e-reporting requirements. To receive access to the eDMR forms, you must register for a WAMS ID and request access to the monitoring reports via DNR Switchboard at http://dnr.wi.gov/topic/Switchboard. Directions on how to do this are attached.

4. Limits and Monitoring: The permittee must report all monitoring data to the Department as required in Section 3.1 of the permit as well as Appendix E. These monitoring requirements and all applicable limits are summarized in the table below.

Parameter	Daily Minimum Limit	Daily Maximum Limit	Monthly Average Limit	Six-Month Average Limit	Sample Frequency	Sample Type
Flow (Gallons Per Day)	-	-	-	-	Quarterly	Estimate
Total Suspended Solids	-	40 mg/L	40 mg/L	-	Quarterly	Grab
pH	6.0 s.u.	9.0 s.u.	-	-	Quarterly	Grab
Total Phosphorus	-	-	-	-	Quarterly	Grab
Oil and Grease	-	15 mg/L	15 mg/L	-	Annually	Grab
BOD_5	-	-	-	-	Annually	Grab
Ammonia Nitrogen	-	-	-	-	Annually	Grab
Water Treatment Additives	-	-	-	-	Monthly	Record Usage in a Daily Log
Temperature	-	-	-	-	Quarterly	Grab

Discharges covered in Appendix E shall submit a report to the Department 36 months after date of coverage describing potential source reductions or best management practices (BMP) that could be installed to reduce phosphorus and TSS loadings. This may include modifications to the effluent flow, timing of discharge, alternative discharge locations, or changes in operation, among other things. Upon approval, the facility shall implement practices in the BMP plan.

The Notice of Final Determination for this general permit, containing department answers to public comments on the permit, is attached. Additional information regarding the Department's legal authority on this matter and your rights of appeal are shown below.

If you have any questions or concerns regarding this permit or this letter, please contact me at (920) 662-5174 or LaurelL.Last@Wisconsin.gov.

Sincerely,

Laurel L Last

Laurel Last
Wastewater Specialist

Cc: DNR NER General Permit File – Fox River Fiber Co., LLC
Cc (email): Heidi Schmitt Marquez, Wastewater Field Supervisor – DNR-Green Bay

Enc: Instructions for Switchboard Registration
Instructions for Completing eDMRs
Notice of Final Determination

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 21-05 Sidewalk and Curb Repairs***

ATTACHMENTS:

- 2021 0208 CI_BOPW_Award_21-05 (PDF)
- 2021 0128 Project 21-05 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on award of Contract 21-05 Sidewalk and Curb Repairs***

The Engineering Department received bids on Project 21-05 Sidewalk and Curb Repairs on January 28, 2021. This work is for maintenance of sidewalk and concrete curb and gutter repairs. The bids received are as follows:

Contractor	Amount
Sommers Construction Company, Inc.	$238,190.00
Jim Fischer, Inc.	$251,062.50
Fischer Ulman Construction, Inc.	$259,350.00
Martell Construction, Inc.	$259,990.00
Al Dix Concrete, Inc.	$310,350.00

The budgeted amount from the capital improvement fund is $271,500. Funding will be $84,500 from the general obligation debt, $150,000 from sidewalk assessments, $10,000 from the water utility, and $27,000 from the Parks Department.

Staff's recommendation is to accept the bid from Sommers Construction Company, Inc. in the amount of $238,190.00.

Attachments:
2021 0128 Project 21-05 Bid Tab (PDF)

DE PERE

PROJECT 21-05 SIDEWALK AND CURB REPAIRS
BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Sommers Construction Company Inc		BIDDER NO. 2 Jim Fischer Inc		BIDDER NO. 3 Fischer Ulman Construction Inc		BIDDER NO. 4 Martell Construction Inc		BIDDER NO. 5 Al Dix Concrete Inc	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE CONSTRUCTION (Sidewalk Repair Area)													
SD-01	Provide 3/4" Crushed Aggregate Base Course	TON	200	$ 24.00	$ 4,800.00	$ 30.00	$ 6,000.00	$ 25.00	$ 5,000.00	$ 30.00	$ 6,000.00	$ 40.00	$ 8,000.00
SD-02	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	20	$ 92.00	$ 1,840.00	$ 100.00	$ 2,000.00	$ 90.00	$ 1,800.00	$ 88.00	$ 1,760.00	$ 110.00	$ 2,200.00
SD-03	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	300	$ 78.00	$ 23,400.00	$ 81.00	$ 24,300.00	$ 85.00	$ 25,500.00	$ 84.00	$ 25,200.00	$ 100.00	$ 30,000.00
SD-04	Remove and Replace 4" Concrete Sidewalk	SY	1,300	$ 73.00	$ 94,900.00	$ 72.00	$ 93,600.00	$ 75.00	$ 97,500.00	$ 80.00	$ 104,000.00	$ 90.00	$ 117,000.00
SD-05	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	1,300	$ 7.00	$ 9,100.00	$ 6.00	$ 7,800.00	$ 8.25	$ 10,725.00	$ 5.00	$ 6,500.00	$ 10.00	$ 13,000.00
SD-06	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	100	$ 2.50	$ 250.00	$ 3.00	$ 300.00	$ 3.00	$ 300.00	$ 2.00	$ 200.00	$ 2.00	$ 200.00
SD-07	Provide Detectable Warning Field (Natural Patina)	EA	10	$ 350.00	$ 3,500.00	$ 350.00	$ 3,500.00	$ 350.00	$ 3,500.00	$ 300.00	$ 3,000.00	$ 350.00	$ 3,500.00
STREET AND DRAINAGE CONSTRUCTION (Various Locations)													
SD-08	Provide 3/4" Crushed Aggregate Base Course	TON	300	$ 24.00	$ 7,200.00	$ 30.00	$ 9,000.00	$ 25.00	$ 7,500.00	$ 30.00	$ 9,000.00	$ 40.00	$ 12,000.00
SD-09	Remove and Replace 24" Concrete Curb and Gutter	LF	250	$ 49.00	$ 12,250.00	$ 50.00	$ 12,500.00	$ 60.00	$ 15,000.00	$ 51.50	$ 12,875.00	$ 60.00	$ 15,000.00
SD-10	Remove and Replace 8" Concrete Sidewalk and Driveway	SY	10	$ 120.00	$ 1,200.00	$ 120.00	$ 1,200.00	$ 120.00	$ 1,200.00	$ 88.00	$ 880.00	$ 120.00	$ 1,200.00
SD-11	Remove and Replace 6" Concrete Sidewalk, Ramp and Driveway	SY	50	$ 80.00	$ 4,000.00	$ 90.00	$ 4,500.00	$ 90.00	$ 4,500.00	$ 84.00	$ 4,200.00	$ 115.00	$ 5,750.00
SD-12	Remove and Replace 4" Concrete Sidewalk	SY	200	$ 77.00	$ 15,400.00	$ 81.00	$ 16,200.00	$ 79.00	$ 15,800.00	$ 80.00	$ 16,000.00	$ 90.00	$ 18,000.00
SD-13	Provide 6" Concrete Sidewalk and Ramp	SY	100	$ 63.00	$ 6,300.00	$ 92.00	$ 9,200.00	$ 75.00	$ 7,500.00	$ 73.00	$ 7,300.00	$ 95.00	$ 9,500.00
SD-14	Provide 4" Concrete Sidewalk	SY	750	$ 59.00	$ 44,250.00	$ 57.15	$ 42,862.50	$ 65.00	$ 48,750.00	$ 69.00	$ 51,750.00	$ 81.00	$ 60,750.00
SD-15	Drilled Tie Bars (Existing Sidewalk, Driveway, Curb and Gutter)	EA	100	$ 7.00	$ 700.00	$ 6.00	$ 600.00	$ 8.25	$ 825.00	$ 5.00	$ 500.00	$ 10.00	$ 1,000.00
SD-16	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	800	$ 1.50	$ 1,200.00	$ 3.00	$ 2,400.00	$ 3.00	$ 2,400.00	$ 2.00	$ 1,600.00	$ 2.00	$ 1,600.00
SD-17	Provide Detectable Warning Field (Natural Patina)	EA	9	$ 300.00	$ 2,700.00	$ 350.00	$ 3,150.00	$ 350.00	$ 3,150.00	$ 300.00	$ 2,700.00	$ 350.00	$ 3,150.00
SD-18	Adjust Manhole	EA	2	$ 350.00	$ 700.00	$ 350.00	$ 700.00	$ 450.00	$ 900.00	$ 450.00	$ 900.00	$ 500.00	$ 1,000.00
SD-19	Legion Park Pool Deck Repairs	SY	50	$ 90.00	$ 4,500.00	$ 225.00	$ 11,250.00	$ 150.00	$ 7,500.00	$ 112.50	$ 5,625.00	$ 150.00	$ 7,500.00
	TOTALS			**$**	**238,190.00**	**$**	**251,062.50**	**$**	**259,350.00**	**$**	**259,990.00**	**$**	**310,350.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on award of Contract 21-06 Concrete Street Repairs***

ATTACHMENTS:

- 2021 0208 CI_BOPW_Award_21-06 (PDF)
- 2021 0128 Project 21-06 Bid Tab (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on award of Contract 21-06 Concrete Street Repairs***

The Engineering Department received bids on Project 21-06 Concrete Street Repairs on January 28, 2021. This project involves colored concrete sealing, concrete street rehabilitation (including S. Ninth Street) and concrete street repairs throughout the City. The bids received are as follows:

Contractor	Amount
Vinton Construction Co.	$247,223
Sommers Construction Company, Inc.	$247,956
CPR, Inc.	$289,444
Martell Construction, Inc.	$332,313
Norcon Corporation	$383,208

The allocated amount from the capital improvement budget is $265,000. Funding will be $255,000 from the general obligation debt and $10,000 from the water utility.

Staff's recommendation is to accept the bid from Vinton Construction Co. in the amount of $247,223.

Attachments:
2021 0128 Project 21-06 Bid Tab (PDF)

PROJECT 21-06 CONCRETE STREET REPAIRS
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Vinton Construction Company		Sommers Construction Company Inc		CPR Inc		Martell Construction Inc		Norcon Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE (S. Ninth Street)													
SD-01	Remove and Replace Doweled 8" Concrete Pavement	SY	800	$ 87.60	$ 70,080.00	$ 68.95	$ 55,160.00	$ 80.00	$ 64,000.00	$ 76.50	$ 61,200.00	$ 106.00	$ 84,800.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	400	$ 25.00	$ 10,000.00	$ 24.00	$ 9,600.00	$ 20.00	$ 8,000.00	$ 35.00	$ 14,000.00	$ 50.00	$ 20,000.00
SD-03	Remove and Replace 24" Concrete Curb & Gutter	LF	350	$ 45.00	$ 15,750.00	$ 36.00	$ 12,600.00	$ 45.00	$ 15,750.00	$ 55.00	$ 19,250.00	$ 50.00	$ 17,500.00
SD-04	Partial Depth Concrete Pavement Joint Repair (2' Wide)	LF	1,300	$ 50.00	$ 65,000.00	$ 49.74	$ 64,662.00	$ 70.00	$ 91,000.00	$ 55.00	$ 71,500.00	$ 49.71	$ 64,623.00
SD-05	Drilled Tie Bars	EA	600	$ 8.00	$ 4,800.00	$ 7.00	$ 4,200.00	$ 6.00	$ 3,600.00	$ 5.00	$ 3,000.00	$ 16.00	$ 9,600.00
SD-06	Drilled Dowel Bars	EA	1,000	$ 0.01	$ 10.00	$ 7.00	$ 7,000.00	$ 10.00	$ 10,000.00	$ 10.00	$ 10,000.00	$ 25.00	$ 25,000.00
SD-07	Cross-Stitching Longitudinal Joints and Cracks (#6 Bars)	EA	40	$ 20.00	$ 800.00	$ 30.00	$ 1,200.00	$ 25.00	$ 1,000.00	$ 75.00	$ 3,000.00	$ 80.00	$ 3,200.00
SD-08	Provide Pavement Marking Epoxy Crosswalk Line 6" White	LF	240	$ 18.50	$ 4,440.00	$ 18.50	$ 4,440.00	$ 18.50	$ 4,440.00	$ 18.50	$ 4,440.00	$ 25.00	$ 6,000.00
SD-09	Provide Pavement Marking Epoxy Line 4" Yellow	LF	820	$ 3.20	$ 2,624.00	$ 3.20	$ 2,624.00	$ 3.20	$ 2,624.00	$ 3.20	$ 2,624.00	$ 6.00	$ 4,920.00
STREET AND DRAINAGE (VARIOUS LOCATIONS)													
SD-10	Provide 1 1/4" Crushed Aggregate Base Course	TON	20	$ 10.00	$ 200.00	$ 25.00	$ 500.00	$ 30.00	$ 600.00	$ 35.00	$ 700.00	$ 29.00	$ 580.00
SD-11	Remove and Replace Doweled 8" Concrete Pavement	SY	200	$ 70.00	$ 14,000.00	$ 79.00	$ 15,800.00	$ 80.00	$ 16,000.00	$ 91.00	$ 18,200.00	$ 106.00	$ 21,200.00
SD-12	Remove and Replace Doweled 8" Concrete Pavement (HES-3 DAY)	SY	10	$ 90.00	$ 900.00	$ 83.00	$ 830.00	$ 85.00	$ 850.00	$ 100.00	$ 1,000.00	$ 110.00	$ 1,100.00
SD-13	Remove and Replace 24" Concrete Curb & Gutter	LF	50	$ 45.00	$ 2,250.00	$ 40.00	$ 2,000.00	$ 45.00	$ 2,250.00	$ 55.00	$ 2,750.00	$ 50.00	$ 2,500.00
SD-14	Remove and Replace 24" Concrete Curb & Gutter Integral	LF	20	$ 20.00	$ 400.00	$ 40.00	$ 800.00	$ 20.00	$ 400.00	$ 35.00	$ 700.00	$ 50.00	$ 1,000.00
SD-15	Drilled Tie Bars	EA	30	$ 8.00	$ 240.00	$ 9.00	$ 270.00	$ 6.00	$ 180.00	$ 5.00	$ 150.00	$ 16.00	$ 480.00
SD-16	Drilled Dowel Bars	EA	60	$ 12.00	$ 720.00	$ 12.00	$ 720.00	$ 10.00	$ 600.00	$ 12.00	$ 720.00	$ 25.00	$ 1,500.00
SPECIAL CONSTRUCTION													
SC-01	Colored Concrete Sealing	SF	52,300	$ 0.83	$ 43,409.00	$ 1.00	$ 52,300.00	$ 1.00	$ 52,300.00	$ 1.73	$ 90,479.00	$ 1.85	$ 96,755.00
SC-02	Inlet Protection Type D	EA	30	$ 80.00	$ 2,400.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	$ 150.00	$ 4,500.00	$ 120.00	$ 3,600.00
SC-03	Adjust Manhole	EA	5	$ 300.00	$ 1,500.00	$ 325.00	$ 1,625.00	$ 375.00	$ 1,875.00	$ 450.00	$ 2,250.00	$ 450.00	$ 2,250.00
SC-04	Adjust Inlet	EA	5	$ 300.00	$ 1,500.00	$ 325.00	$ 1,625.00	$ 395.00	$ 1,975.00	$ 450.00	$ 2,250.00	$ 350.00	$ 1,750.00
SC-05	Traffic Control (S. Ninth Street)	LS	1	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 14,000.00	$ 14,000.00	$ 6,500.00	$ 6,500.00
SC-06	Traffic Control (813 N. Broadway)	LS	1	$ 350.00	$ 350.00	$ 350.00	$ 350.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 350.00	$ 350.00
SC-07	Traffic Control (Grant Street)	LS	1	$ 650.00	$ 650.00	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
SC-08	Traffic Control (Lawrence Drive)	LS	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
SC-09	Traffic Control (Concrete Sealing)	LS	1	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,600.00	$ 2,600.00	$ 6,500.00	$ 6,500.00
BASE BID TOTALS					**$ 247,223.00**		**$ 247,956.00**		**$ 289,444.00**		**$ 332,313.00**		**$ 383,208.00**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on the 2021 Storm Lateral Assessment Charge-Residential**

ATTACHMENTS:

- 2021 0208 CI_BOPW_Storm_Assessments_Residential (PDF)
- CI-CALC_StormSewerCost-2021-Residential (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on the 2021 Storm Lateral Assessment Charge - Residential**

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2021 in existing residential areas.

Background
In 2014, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to residential properties in developed areas.

Based on the Municipal Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 30 foot long storm sewer lateral length.
b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
    i. 12 inch diameter storm sewer main.
    ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.
    iii. Average lot width of 60 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last three years. The calculations have been attached. Based on the calculations the special assessment rate for 2021 in existing residential areas is as follows:

- Storm Lateral Assessment - $1,739.52 per each
- Storm Main Assessment - $498.10 per parcel

Recommendation
Staff recommends approval of the 2021 storm assessment for existing residential areas as follows:

- Storm Lateral Assessment - $1,739.52 per each
- Storm Main Assessment - $498.10 per parcel
- Total for Lateral and Main Assessment - $2,237.62

Attachments:

- CI-CALC_StormSewerCost-2021-Residential (PDF)

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/15/2021

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1,248.0	$50.00	$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	$51.00	$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III Storm Sewer	LF	936.0	$52.76	$49,383.36	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	$58.00	$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	$48.00	$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	$58.00	$1,392.00	
19-01	ST-02	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	342.7	$51.00	$17,477.70	
19-01	ST-03	Remove and Relay 12" PVC, RCP (Class III), or PP Storm Sewer	LF	120.6	$53.00	$6,391.80	
19-18	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	207.0	$78.00	$16,146.00	
20-01A	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	150.0	$68.00	$10,200.00	
20-01B	ST-05	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	321.0	$100.00	$32,100.00	
20-01B	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	190.0	$66.00	$12,540.00	
20-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	111.5	$110.00	$12,265.00	
20-06	ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60.0	$83.00	$4,980.00	
20-07	ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	185.5	$72.36	$13,422.78	
20-07	ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	127.0	$72.36	$9,189.72	
Total				4286.1		$261,855.66	
Average Cost Per Foot						**$61.09**	

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/15/2021

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-08	Provide 6" Storm Sewer Lateral	LF	1,049.0	$34.00	$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	$33.10	$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Sewer Lateral	LF	108.0	$35.00	$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3.0	$51.00	$153.00	
19-01	ST-05	Provide 6" PVC Storm Sewer Lateral	LF	2,139.3	$44.00	$94,129.20	
20-01A	ST-06	Provide 6" PVC Storm Sewer	LF	616.3	$50.00	$30,815.00	
20-01B	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	2,141.0	$48.00	$102,768.00	
20-01B	ST-11	Remove and Relay 6" PVC Storm Sewer Lateral	LF	11.0	$48.00	$528.00	
20-02	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	84.0	$85.00	$7,140.00	
Total				6680.6		$292,489.10	
Average Cost Per Foot						$43.78	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						**$1,313.40**	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	$165.00	$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	$279.27	$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	5	$306.03	$1,530.15	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	$309.06	$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	$300.00	$300.00	
19-01	ST-07	Provide 8"x6" Storm Branch or Inserta Tee	EA	58	$80.00	$4,640.00	
20-01A	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	$70.00	$1,400.00	
20-01B	ST-13	Provide 30" x 6" Storm Branch or Inserta Tee	EA	5	$250.00	$1,250.00	
20-01B	ST-14	Provide 24" x 6" Storm Branch or Inserta Tee	EA	13	$200.00	$2,600.00	
20-01B	ST-15	Provide 21" x 6" Storm Branch or Inserta Tee	EA	3	$200.00	$600.00	
20-01B	ST-16	Provide 15" x 6" Storm Branch or Inserta Tee	EA	4	$200.00	$800.00	
20-01B	ST-17	Provide 8" x 6" Storm Branch or Inserta Tee	EA	35	$100.00	$3,500.00	
20-02	ST-08	Provide 29" x 45" x 6" Tee or 6" Inserta Tee	EA	1	$200.00	$200.00	
20-02	ST-09	Provide 24" x 38" x 6" Tee or 6" Inserta Tee	EA	2	$200.00	$400.00	
Total				188		$25,605.96	
Average Cost Per Wye						**$136.20**	

Schedule B
Storm Sewer Cost Evaluation - Residential
Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/15/2021

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	$507.00	$16,467.36	
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	$450.00	$2,340.00	
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	$401.41	$36,620.63	
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	$435.00	$1,653.00	
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	$365.00	$4,343.50	
19-01	ST-08	Provide 4' Diameter Storm Manhole	VF	68.30	$690.00	$47,127.00	
19-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.27	$600.00	$5,562.00	
19-18	ST-02	Remove and Replace 4' Diameter Storm Manhole	VF	7.50	$450.00	$3,375.00	
20-01A	ST-12	Provide 4' Diameter Storm Manhole	VF	9.90	$450.00	$4,455.00	
20-01A	ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	3.83	$450.00	$1,723.50	
20-01B	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	64.86	$415.00	$26,916.90	
20-01B	ST-21	Provide 4' Diameter Storm Manhole	VF	27.44	$415.00	$11,387.60	
20-02	ST-13	Provide 4' Diameter Storm Manhole	VF	4.70	$600.00	$2,820.00	
20-07	ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	6.72	$523.62	$3,518.73	
Total				347.13		$168,310.22	
Cost Per Foot						$484.86	
Cost for a 5 foot Deep Manhole						$2,424.30	
Average Per Foot Cost with a 300 Foot Spacing						**$8.08**	

Schedule C
2021 Storm Sewer Cost Evaluation - Residential
Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/15/2021

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	$61.09	
4' Diameter Storm Manhole	$8.08	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	$69.17	
Cost Per Side of Street	$34.59	
Cost Per Lot	$2,075.40	60 foot wide lot
Assessable Amount (20%)	$415.08	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	$83.02	
Total Mainline Costs	**$498.10**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	$1,313.40	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	$136.20	
Assessable Amount (100%)	$1,449.60	
Engineering and Administration (20%)	$289.92	
Total Lateral Costs	**$1,739.52**	

Total Cost

Mainline	$498.10
Storm Lateral	$1,739.52
Total Cost	**$2,237.62**

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on the 2021 Storm Lateral Assessment Charge-Existing Non-Residential Properties**

ATTACHMENTS:

- 2021 0208 CI_BOPW_Storm_Assessments_Non_Residential (PDF)
- CI-CALC_StormSewerCost-2021-Non-Residential (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on the 2021 Storm Lateral Assessment Charge – Existing Non-Residential Properties**

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2021 in existing non-residential areas.

Background

In 2016, Section 13.7 (d) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to commercial properties in developed areas.

Based on the Municipal Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length.
b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
    i. 18 inch diameter storm sewer main.
    ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last three years. The calculations have been attached. Based on the calculations the special assessment rate for 2021 in existing commercial areas is as follows:

- Storm Main Assessment - $8.72 per foot of parcel frontage
- Storm Lateral Assessment – 6" – $2,002.20 per each
- Storm Lateral Assessment – 8" – $3,240.52 per each
- Storm Lateral Assessment – 12" – $3,701.26 per each

Each individual parcel will have the appropriate lateral sized to accommodate projected runoff needs.

Recommendation

Staff recommends approval of the 2021 storm assessment for existing commercial areas as follows:

- Storm Main Assessment - $8.72 per foot of parcel frontage
- Storm Lateral Assessment – 6" – $2,002.20 per each
- Storm Lateral Assessment – 8" – $3,240.52 per each
- Storm Lateral Assessment – 12" – $3,701.26 per each

Attachments

- CI_CALC_StormSewerCost-2021-Non-Residential (PDF)

Schedule B

2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 1/15/2021

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-02	ST-04	Provide 18" PVC , RCP Class III, or PP Storm Sewer	LF	260.0	$52.74	$13,712.40	
19-01	ST-01	Remove and Relay 18" PVC or RCP (Class III) Storm Sewer	LF	25.0	$65.00	$1,625.00	
20-02	ST-03	Provide 18" PVC, RCP Class III, or PP Storm Sewer	LF	38.0	$120.00	$4,560.00	
20-07	ST-01	Remove and Relay 18-inch PVC, RCP (Class III), or PP Storm Sewer	LF	57.0	$81.41	$4,640.37	
Total				380.0		$24,537.77	
Average Cost Per Foot						**$64.57**	

Schedule B

2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 1/15/2021

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-13	Provide 4' Diameter Storm Manhole	VF	32.48	$507.00	$16,467.36	
18-01	ST-16	Remove and Replace 4' Diameter Storm Manhole	VF	5.20	$450.00	$2,340.00	
18-02	ST-18	Provide 4' Diameter Storm Manhole	VF	91.23	$401.41	$36,620.63	
18-11	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	3.80	$435.00	$1,653.00	
18-11	ST-10	Provide 4' Diameter Storm Manhole	VF	11.90	$365.00	$4,343.50	
19-01	ST-08	Provide 4' Diameter Storm Manhole	VF	68.30	$690.00	$47,127.00	
19-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	9.27	$600.00	$5,562.00	
19-18	ST-02	Remove and Replace 4' Diameter Storm Manhole	VF	7.50	$450.00	$3,375.00	
20-01A	ST-12	Provide 4' Diameter Storm Manhole	VF	9.90	$450.00	$4,455.00	
20-01A	ST-13	Remove and Replace 4' Diameter Storm Manhole	VF	3.83	$450.00	$1,723.50	
20-01B	ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	64.86	$415.00	$26,916.90	
20-01B	ST-21	Provide 4' Diameter Storm Manhole	VF	27.44	$415.00	$11,387.60	
20-02	ST-13	Provide 4' Diameter Storm Manhole	VF	4.70	$600.00	$2,820.00	
20-07	ST-04	Remove and Replace 4-foot Diameter Storm Manhole	VF	6.72	$523.62	$3,518.73	
Total				347.13		$168,310.22	
Cost Per Vertical Foot						$484.86	
Cost for a 5 foot Deep Manhole						$2,424.30	
Average Per Foot Cost with a 300 Foot Spacing						**$8.08**	

Schedule B

2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 1/15/2021

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-08	Provide 6" Storm Sewer Lateral	LF	1,049.0	$34.00	$35,666.00	
18-02	ST-09	Provide 6" PVC Storm Sewer Lateral	LF	529.0	$33.10	$17,509.90	
18-07	ST-01	Provide 6" PVC Storm Sewer Lateral	LF	108.0	$35.00	$3,780.00	
18-11	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	3.0	$51.00	$153.00	
19-01	ST-05	Provide 6" PVC Storm Sewer Lateral	LF	2,139.3	$44.00	$94,129.20	
20-01A	ST-06	Provide 6" PVC Storm Sewer	LF	616.3	$50.00	$30,815.00	
20-01B	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	2,141.0	$48.00	$102,768.00	
20-01B	ST-11	Remove and Relay 6" PVC Storm Sewer Lateral	LF	11.0	$48.00	$528.00	
20-02	ST-07	Provide 6" PVC Storm Sewer Lateral	LF	84.0	$85.00	$7,140.00	
Total				6,680.6		$292,489.10	
Average Cost Per Foot						$43.78	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$1,532.30**	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-02	ST-07	Provide 8" PVC Storm Sewer	LF	53.0	$36.85	$1,953.05	
18-02	ST-08	Provide 8" PVC Storm Sewer Lateral	LF	48.0	$40.40	$1,939.20	
19-01	ST-04	Provide 8" PVC Storm Sewer	LF	2,455.0	$46.00	$112,930.00	
20-01A	ST-05	Provide 8" PVC Storm Sewer	LF	773.0	$55.00	$42,512.80	
20-01B	ST-08	Provide 8" PVC Storm Sewer	LF	1,757.0	$50.00	$87,850.00	
20-02	ST-05	Provide 8" PVC Storm Sewer	LF	47.0	$135.00	$6,345.00	
20-02	ST-06	Provide 8" PVC Storm Sewer Lateral	LF	68.0	$105.00	$7,140.00	
Total				5,201.0		$260,670.05	
Average Cost Per Foot						$50.12	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$1,754.20**	Average length of lateral is based on a 70 foot right of way.

Schedule B

2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 1/15/2021

Lateral Cost

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-03	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	1,248.0	$50.00	$62,400.00	
18-01	ST-06	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	59.3	$51.00	$3,024.30	
18-02	ST-06	Provide 12" PVC or RCP Class III Storm Sewer	LF	936.0	$52.76	$49,383.36	
18-11	ST-04	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	117.5	$58.00	$6,815.00	
18-11	ST-05	Provide 12" PVC or RCP (Class III) Storm Sewer (Natural Backfill)	LF	86.0	$48.00	$4,128.00	
18-11	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer (Granular Backfill)	LF	24.0	$58.00	$1,392.00	
19-01	ST-02	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	342.7	$51.00	$17,477.70	
19-01	ST-03	Remove and Relay 12" PVC, RCP (Class III), or PP Storm Sewer	LF	120.6	$53.00	$6,391.80	
19-18	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	207.0	$78.00	$16,146.00	
20-01A	ST-04	Remove and Relay 12" PVC or RCP Class III Storm Sewer	LF	150.0	$68.00	$10,200.00	
20-01B	ST-05	Remove and Relay 12" PVC or RCP (Class III) Storm Sewer	LF	321.0	$100.00	$32,100.00	
20-01B	ST-06	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	190.0	$66.00	$12,540.00	
20-02	ST-04	Provide 12" PVC or RCP Class III Storm Sewer	LF	111.5	$110.00	$12,265.00	
20-06	ST-01	Provide 12" PVC or RCP (Class III) Storm Sewer	LF	60.0	$83.00	$4,980.00	
20-07	ST-02	Remove and Relay 12-inch PVC or RCP (Class III) Storm Sewer	LF	185.5	$72.36	$13,422.78	
20-07	ST-03	Provide 12-inch PVC or RCP (Class III) Storm Sewer	LF	127.0	$72.36	$9,189.72	
Total				4,286.1		$261,855.66	
Average Cost Per Foot						$61.09	
Average Cost per Lot at 35 Feet of Lateral (100% to Owner)						**$2,138.15**	Average length of lateral is based on a 70 foot right of way.

Schedule B

2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 1/15/2021

Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-01	ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	28	$165.00	$4,620.00	
18-02	ST-11	Provide 30"x6" Storm Sewer Branch or Inserta Tee	EA	5	$279.27	$1,396.35	
18-02	ST-12	Provide 24"x6" Storm Sewer Branch or Inserta Tee	EA	5	$306.03	$1,530.15	
18-02	ST-13	Provide 21"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-14	Provide 18"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-15	Provide 15"x6" Storm Sewer Branch or Inserta Tee	EA	2	$291.89	$583.78	
18-02	ST-16	Provide 12"x6" Storm Sewer Branch or Inserta Tee	EA	2	$309.06	$618.12	
18-11	ST-08	Provide 12"x6" Storm Branch or Inserta Tee	EA	1	$300.00	$300.00	
19-01	ST-07	Provide 8"x6" Storm Branch or Inserta Tee	EA	58	$80.00	$4,640.00	
20-01A	ST-07	Provide 8" x 6" Storm Branch or Inserta Tee	EA	20	$70.00	$1,400.00	
20-01B	ST-13	Provide 30" x 6" Storm Branch or Inserta Tee	EA	5	$250.00	$1,250.00	
20-01B	ST-14	Provide 24" x 6" Storm Branch or Inserta Tee	EA	13	$200.00	$2,600.00	
20-01B	ST-15	Provide 21" x 6" Storm Branch or Inserta Tee	EA	3	$200.00	$600.00	
20-01B	ST-16	Provide 15" x 6" Storm Branch or Inserta Tee	EA	4	$200.00	$800.00	
20-01B	ST-17	Provide 8" x 6" Storm Branch or Inserta Tee	EA	35	$100.00	$3,500.00	
20-02	ST-08	Provide 29" x 45" x 6" Tee or 6" Inserta Tee	EA	1	$200.00	$200.00	
20-02	ST-09	Provide 24" x 38" x 6" Tee or 6" Inserta Tee	EA	2	$200.00	$400.00	
Total				188		$25,605.96	
Average Cost Per Wye						**$136.20**	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
18-02	ST-10	Provide 30"x8" Storm Sewer Branch or Inserta Tee	EA	2	$489.35	$978.70	
20-06	ST-03	Core Drill Existing Main with NPC Kor-N-Tee	EA	1	$1,860.00	$1,860.00	
Total				3		$2,838.70	
Average Cost Per Connection/Core						**$946.23**	

Schedule C
2021 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2018-2020 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 1/15/2021

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	$64.57	
4' Diameter Storm Manhole	$8.08	300 foot spacing with a 5' depth
Mainline Cost Per Street Foot	$72.65	
Cost Per Side of Street	$36.33	
Assessable Amount (20%)	$7.27	Remaining 80% funded by Storm Water Utility
Engineering and Administration (20%)	$1.45	
Total Mainline Cost Per Front Lot Foot	**$8.72**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	$1,532.30	35 foot average length.
Storm Wye Cost	$136.20	
Assessable Amount (100%)	$1,668.50	
Engineering and Administration (20%)	$333.70	
Total Lateral Costs	**$2,002.20**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	$1,754.20	35 foot average length.
Storm Wye Cost (Core)	$946.23	Average of cost to core pipe
Assessable Amount (100%)	$2,700.43	
Engineering and Administration (20%)	$540.09	
Total Lateral Costs	**$3,240.52**	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	$2,138.15	35 foot average length.
Storm Wye Cost (Core)	$946.23	Average of cost to core pipe
Assessable Amount (100%)	$3,084.38	
Engineering and Administration (20%)	$616.88	
Total Lateral Costs	**$3,701.26**	

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on the 2021 Sidewalk Special Charge Rates and Payback Periods**

ATTACHMENTS:

- 2021 0208 CI_BOPW_Sidewalk_Special_Charge_Rates_Payback (PDF)
- CE_Project_21-05_Yearly-Program (PDF)
- Resolution_19-64 (PDF)
- CC Resolution 20-54 (PDF)
- 2021 Estimated Sidewalk Installation & Replacement Costs (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on the 2021 Sidewalk Special Charge Rates and Payback Periods**

The purpose for this item is to establish the special charge rate and consider a payback period for sidewalk replacement and new sidewalk installation completed under the 2021 Sidewalk Replacement Program.

Background

Each year the City inspects one-eighth of the City for required repairs to sidewalk. The 2021 Sidewalk Replacement Program takes place on the west side of the Fox River, east of the railroad tracks and north of Scheuring Road. Sidewalks are inspected per the attached guidelines for "Defective sidewalk and Acceptable Repairs" (*CE_Project_21-05_Yearly-Program.pdf*).

The Sidewalk Replacement Program work will be completed under Project 21-05 Sidewalk and Curb Repairs. The award of this project is also being considered for approval on this agenda.

Once the repair work is completed under Project 21-05, the repairs are billed back to the abutting property owner via special charge. Prior to 2019, property owners had one year to pay back these special charges before the charge was applied to their property taxes. In recent years, sidewalk replacement costs have continued to increase. In response to this, the Board of Public Works allowed a 5-year payback period for:

1. All special charges in 2019 (*Resolution_19-64.pdf*), and
2. Special charges in excess of $1,000 in 2020 (*Resolution_20-54.pdf*).

In 2020, it was requested that the 2021 sidewalk special charge rates be brought to the Board for consideration and approval so the 2021 payback periods can be evaluated.

2021 Sidewalk Installation and Replacement Costs

The breakdown of 2021 estimated sidewalk installation and replacement costs is provided on the attached "2021 Estimated Costs for New & Replacement Sidewalk" (*2021 Estimated Sidewalk Installation & Replacement Costs.pdf*). These estimated costs represent the worst-case sidewalk installation and replacement costs and the final special charge will not exceed these rates. Additionally, the 5% contingency listed in these estimated costs will only be used if unique circumstances occur that require additional work to be completed in the sidewalk repair area (e.g. needing to install new base aggregate under every sidewalk panel replaced. Staff anticipates very few replaced sidewalk panels, if any, will require new base aggregate). A comparison of the 2021 estimated costs to the final sidewalk installation and replacement costs since 2018 is shown on Table 1.

Table 1 - Sidewalk Installation and Replacement Costs per Square Foot (2018-2021)

	Unit	2018 Final Costs	2019 Final Costs	2020 Final Costs	*2021 Estimated Costs*
New 4-Inch Sidewalk	SF	$7.95	None Completed	None Completed	*$9.19*
New 6-Inch Sidewalk	SF	None Completed	None Completed	None Completed	*$9.74*
Replacement 4-Inch Sidewalk	SF	$7.70	$11.41	$10.63	*$11.25*
Replacement 6-Inch Sidewalk	SF	$8.13	$11.68	$11.57	*$11.95*

The City allows homeowners to complete their own sidewalk repairs or installation to avoid special charge for sidewalk replacement or installation. Repair methods such as leveling cracks with grout epoxy or grinding trip-hazard sidewalk panels can be completed at a fraction of the cost of the rates shown above. The estimated cost for the City to replace one sidewalk panel measuring 5 feet wide by 5 feet long is $281.25. The cost for additional panel replacements is shown on Table 2 below:

Table 2 - Estimated 2021 Sidewalk Panel Replacement Costs

Number of Panels (5'x5')	2021 4-inch Replacement Estimated Cost	2021 6-inch Replacement Estimated Cost
1 - (25 SF)	$281.25	$298.75
2 - (50 SF)	$562.50	$597.50
3 - (75 SF)	$843.75	$896.25
4 - (100 SF)	$1,125.00	$1,195.00
5 – (125 SF)	$1,406.25	$1,493.75

2021 Payback Period

The Board requested to review the payback period for sidewalk repairs in advance of the 2021 sidewalk repair program. There was discussion last year regarding some properties falling just under the $1,000 threshold not being give the payback option and also properties just over $1,000 being give five years to pay back the special charge.

In 2019, the Board of Public Works approved a 5-year payback for all special charges. In 2020, the Board approved a 5-year payback period for repair special charges in excess of $1,000. The final special charge bills over the past two years, broken down by special charge amount are shown on Table 3.

Table 3 - Historical Sidewalk Charges

Special Charge Amount	2018	2019	2020
≥ $4,000	0	0	1
$3,000 - $3,999.99	0	0	0
$2,000 - $2,999.99	0	3	3
$1,000 - $1,999.99	3	15	6
$900 - $999.99	1	7	3
$800 - $899.99	2	4	1
$700 - $799.99	2	8	2
$600 - $699.99	1	10	5
$500 - $599.99	11	22	8
$400 - $499.99	5	8	10
$300 - $399.99	47	15	4
$200 - $299.99	6	59	48
≤ $199.99	88	5	1
Total	**166**	**156**	**92**

The 2019 sidewalk repair area was a much older part of town, resulting in far more sidewalk repairs and charges. Of the 28 special charges exceeding $1,000 issued between the 2019 and 2020, only 11 remain to be paid in full. Of the remaining 11 special charges, only three property owners have notified staff that they plan to utilize the 5-year payback period; two of which have made their first of five annual payments. The remaining eight property owners have not responded to staff with their payback plans.

Recommendation

Staff recommends approval of the 2021 sidewalk installation and replacement rates (per square foot) as follows:

- New 4-Inch Sidewalk: $9.19 / SF
- New 6-Inch Sidewalk: $9.74 / SF
- Replacement 4-inch Sidewalk: $11.25 / SF
- Replacement 6-inch Sidewalk: $11.95 / SF

Staff recommends a 5-year payback option for all special charges exceeding $1,000, but that the charge include an interest charge for those that choose the payback option.

A future item will be brought to the Board of Public Works in spring for the final 2021 sidewalk repair orders.

Attachments

- CE_Project_21-05_Yearly-Program (PDF)
- Resolution_19-64 (PDF)
- Resolution_20-54 (PDF)
- 2021 Estimated Sidewalk Installation & Replacement Costs (PDF)

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

YEAR	DESCRIPTION OF AREA
2021	West side of Fox River, east of RR tracks, north of Scheuring
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster
2028	East side of Fox River, north of Charles, east of Webster

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
CRITERIA	DEFECT	REPAIRS*
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2” vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

*Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.

S:\PW Secretary\Board Meetings\2021\February\Sidewalk 2021 Special Charge Rates & Payback\CE_Project_21-05_Yearly-Program.docx

RESOLUTION #19-64

AUTHORIZING INSTALLMENT PAYMENT OF EXPENSES FOR SIDEWALK REPAIR AND REPLACEMENT ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate at which the City last issued municipal bonds, plus 1%.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes the payment of expenses incurred in the City's sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 may be made in up to five (5) annual installments, together with interest thereon at the rate the City last issued municipal bonds, plus 1%.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: 8

Nays: 0

RESOLUTION #20-54

AUTHORIZING INSTALLMENT PAYMENT OF SIDEWALK REPAIR AND REPLACEMENT EXPENSES IN EXCESS OF $1000 ORDERED UNDER WIS. STATS. §66.0907

WHEREAS, pursuant to Wis. Stats. §66.0907, the Board of Public Works is authorized to issue orders to property owners for the repair or replacement of unsafe, defective or insufficient sidewalk within city right-of-way adjacent to said property; and

WHEREAS, Wis. Stats. §66.0907(f) authorizes the Council, by Resolution, to provide that expenses incurred in City repair or replacement of such sidewalk be paid in annual installments as a special charge against the property until all installments have been paid; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends the Council allow for payment of such sidewalk repair or replacement expenses in up to five (5) annual installments, together with interest at the rate of 3.365% (which represents the interest rate at which the city last issued bonds, plus 1%) for costs in excess of $1,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council authorizes the payment of expenses incurred in the City's sidewalk repair or replacement pursuant to Order of the Board of Public Works under Wis. Stats. §66.0907 may be made in up to five (5) annual installments, together with interest thereon at the rate of 3.365% for costs in excess of $1,000.

BE IT FURTHER RESOLVED THAT:

> The Clerk shall charge against the parcel each year until all installments have been entered and collected like other taxes upon real estate.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of May, 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: 8
Nays: 0
Board/Committee Approval: 5/11/2020

CITY OF DE PERE

Public Works - Engineering Department

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

2021

ESTIMATED COSTS FOR NEW & REPLACEMENT SIDEWALK

NEW 4-INCH SIDEWALK		
Provide 4-inch Concrete Sidewalk	$6.56	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	$7.35	
5% Contingency	0.37	
20% Engineering & Administration	1.47	
Total (Per Square Foot)	**$9.19**	**($45.95 / LF)**
NEW 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$7.00	
Provide ¾-inch Crushed Aggregate Base Course	0.72	
Drilled Tie Bars	0.07	
Subtotal (Per Square Foot)	$7.79	
5% Contingency	0.39	
20% Engineering & Administration	1.56	
Total (Per Square Foot)	**$9.74**	**($48.70 / LF)**
REPLACEMENT 4-INCH SIDEWALK		
Remove and Replace 4-inch Concrete Sidewalk	$8.11	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	$9.00	
5% Contingency	0.45	
20% Engineering & Administration	1.80	
Total (Per Square Foot)	**$11.25**	**($56.25 / LF)**
REPLACEMENT 6-INCH SIDEWALK		
Provide 6-inch Concrete Sidewalk	$8.67	
Provide ¾-inch Crushed Aggregate Base Course	0.05	
Drilled Tie Bars	0.84	
Subtotal (Per Square Foot)	$9.56	
5% Contingency	0.48	
20% Engineering & Administration	1.91	
Total (Per Square Foot)	**$11.95**	**($59.75 / LF)**

X:\ENG\Projects\City Projects\2021\Project 21-05 Sidewalk and Curb Repairs\810- Special Charge\2021 Estimated Sidewalk & Sidewalk Replacement Costs.docx

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Agreement Between the City and St. Norbert College Regarding Reconstruction and Discontinuance of Portion of Reid Street***

St. Norbert College (SNC) has requested taking over Reid Street from 3rd Street going eastward (See Reid Street Exhibit) so they have the ownership and control of this area of Reid Street to address parking and traffic concerns through campus. Our City Attorney has drafted an agreement regarding the reconstruction and discontinuance of this section of Reid Street. (See attached agreement with exhibits). This agreement requires the City to relay the existing water main and resurface the street as was originally planned in our capital improvements plan. In addition, the agreement has requirements for SNC if they choose to have the City include some of their street improvements with the City's Reid Street project. Also, the agreement covers vacating Reid Street right-of-way. Once this agreement is approved, it will be the intent to bring forward through plan commission the official street vacation.

Staff recommends approving the agreement.

ATTACHMENTS:

- Agreement Signed by SNC 1-27-21 (PDF)
- Exhibit_Reid Vacation_aerial Ex A (PDF)
- Exhibit C with Legal (PDF)
- Exhibit D-SNC Reid St Discontinuance (PDF)

AGREEMENT BETWEEN THE CITY OF DE PERE AND ST. NORBERT COLLEGE, INC. REGARDING THE RECONSTRUCTION AND DISCONTINUANCE OF A PORTION OF REID STREET

THIS AGREEMENT is entered into this 27 day of January, 2021 between the City of De Pere, a Wisconsin municipal corporation ("City") and St. Norbert College, Inc., a Wisconsin Institution of Higher Learning ("College").

WHEREAS, the College campus is located on the west side of City, in an area generally bounded by Grant and Reid Streets to the north, the Fox River to the east, Scheuring Road to the south and the Canadian Railway line to the west, as shown in the map attached and incorporated as Exhibit A; and

WHEREAS, the City has jurisdiction and control over certain public right-of-way known as Reid Street, and in particular that portion of Reid Street east of Third Street, located on the College campus ("Campus Reid Street Area") and shown on Exhibit A; and

WHEREAS, Reid Street east of Third Street is the only public right-of-way serving that part of the College campus; and

WHEREAS, College is the owner of all real property parcels abutting the Campus Reid Street Area, said properties comprising a major campus center, including academic buildings, student residence halls and access to the Fox River; and

WHEREAS, the City's Capital Improvement Project (CIP) plan lists the Campus Reid Street Area as in need of certain improvements, including street resurfacing, water main replacement, repair and replacement of affected incidental components, and restoration activities ("Infrastructure Improvements"), with said improvements projected to be undertaken in 2021, subject to City budget approvals therefore; and

WHEREAS, College is interested in having ownership, authority and control over the Campus Reid Street Area to address parking and traffic concerns within this segment of the College campus; and

WHEREAS, the City believes that there is limited public interest and benefit in maintaining the Campus Reid Street Area as public right-of-way and believes that the public interest may require discontinuance of the same, provided all existing utility easements are maintained and further providing that access for emergency personnel to that area remains; and

WHEREAS, the City and College wish to enter into this Agreement to memorialize their mutual understanding concerning the rights, duties and obligations of each party as to the proposed discontinuance of the Campus Reid Street Area and the City's Infrastructure Improvements to the same.

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

I. CITY TO MAKE PUBLIC INFRASTRUCTURE IMPROVEMENTS

A. City agrees to perform Infrastructure Improvements to the College Reid Street Area as it would have had that part of Reid Street not been discontinued, and College agrees to allow City all access rights to perform the same, such improvements being:

1. Replace 12" cast iron water main the length of the project, including hydrant and service replacements. This work will include, at College's cost, the following pertaining to the College's existing 4" cast iron water main located mid-block in Reid Street, running easterly to the vacated First Street (now known as Kunkle Way):
   a. abandonment of the 4" cast iron water main from its location in Reid Street;
   b. existing laterals serving College building on Reid Street will be tied into the new 12" water main constructed by City;
   c. College's private water main in Kunkel Way will be connected to City's water main in Reid Street at Kunkle Way.
2. Repair and replace storm sewer infrastructure as necessary.
3. Mill and resurface asphalt roadway by milling 2" of asphalt and replacing it with a new 2" asphalt coat. All utility trenches will be filled, compacted and restored with 4"asphalt.
4. Replace concrete curb and gutter where damaged (which is defined as cracked and not providing adequate drainage), and replacement of sidewalk, concrete driveway aprons and storm sewer inlets where damaged or not up to specification. Curb sections removed for utility replacement will be replaced.
5. Terrace restoration will be completed adjacent to replaced curb and gutter and where disturbed for utility construction. Restoration will be completed with 4" of topsoil, seed and mulch.
6. Surface striping will be competed to match existing. If College desires an alternative striping scheme, it shall reimburse city for an additional costs incurred in the College preferred scheme.
7. If College desires to have any additional work included in the above Infrastructure Improvements, such as construction of concrete bump-outs at crosswalks or other desired locations, installation of College insignia or decorative ornamentation, college shall include such features in its College Construction documents (see Paragraph II.E. below) and shall reimburse City all costs associated with the same.

B. The City of De Pere Department of Public Works Standard Specifications ("Standard Specifications") attached hereto and incorporated by reference as Exhibit B shall be the construction specifications to be used for such Infrastructure Improvements and for any College Construction as permitted under ¶ II.E. The Standard Specifications in place at the time the Infrastructure Improvements are publically bid shall apply.

C. The parties acknowledge that the City is bound under Wis. Stats. §62.15 to publicly bid the contract for the Infrastructure Improvement work. As such, City shall award such work as required under state statute.

D. If requested by College, City shall include in its public works bidding documents such additional road/utility construction, as College may determine necessary, to College owned infrastructure in the Campus Reid Street Area vicinity ("College Construction"), subject to the following:

1. The work to be performed on College owned infrastructure involves the same type and skill of work being bid under the City's contract.

2. College acknowledges that any such College Construction shall be designed in conformity with the City Standard Specifications in order for such work to be included under the public works contract. To that end, College shall engage such engineer as it determines qualified to draft plans and specifications for such work in compliance with the City's Standard Specifications, which shall be provided to City for inclusion in the public bidding documents according to the schedule thereof established by the City Director of Public Works.

3. City shall invoice College for its portion of said construction work as City is billed by its contractor. Such invoice shall also include engineering fees for City engineering staff site monitoring and inspection of College Construction. College shall remit payment on said invoice within 15 days of invoice date.

4. City shall permit College to have its agent on site of the reconstruction project to monitor the Infrastructure Improvement and College Construction work, if any.

5. College shall indicate, in writing, its acceptance of the work as the same proceeds and such acceptance shall not be unreasonably withheld. City and College agree that the dispute resolution processes under Section IV shall apply to disagreements over acceptance of City Infrastructure Improvements and College Construction work. In no event will a dispute over acceptance of said work delay the progress thereof, unless such dispute involves a threat to public safety, as determined by City in its reasonable discretion.

6. If College withholds final acceptance of the Infrastructure Improvements work, the parties agree that College shall take all steps necessary to rededicate the Campus Reid

Street area to the City as public right-of-way. In doing so, the legal description and scale map utilized in the street discontinuance shall be used as the legal description and scale map for such rededication. Additionally, College shall return any alteration of the streetscape by College to its original condition.

II. DISCONTINUANCE OF REID STREET EAST OF THIRD STREET

A. Contemporaneous with construction of the infrastructure improvements identified in Paragraph I., City shall, pursuant to the requirements of Wis. Stats §66.1003(4), take steps to initiate proceedings to vacate and discontinue that portion of Reid Street east of Third Street as is shown on the scale map attached and incorporated herein as Exhibit C.

B. Such vacation and discontinuance shall be subject to retaining all existing utility easements and rights incidental thereto as provided under Wis. Stats. §66.1005(2) (a). Pursuant to the easements retained under Wis. Stats. §, College recognizes and agrees it shall not place any permanent objects or obstructions upon the vacated right of way which will hinder or prevent future utility maintenance, repair or replacement activities.

C. Such vacation and discontinuance shall further be subject to an access easement for public safety and emergency personnel and equipment which shall be substantially similar in form as Exhibit D, attached and incorporated hereto.

D. City shall take the following steps necessary to vacate and discontinue Reid Street east of Third Street:

1. Preparing a legal description and scale map showing the area to be discontinued;
2. Submitting the discontinuance request to the City Plan Commission for its review and recommendation to the Common Council;
3. Filing a *lis pendens* with the Brown County Register of Deeds as required under Wis. Stats. §66.1003(8)(b);
4. Introduction of the Discontinuance Resolution before the Common Council;
5. Holding a public hearing on the proposed discontinuance and final vote of the Council on the Discontinuance Resolution.

E. College hereby waives all rights under federal, state and local law to object to the vacation and discontinuance of the area of Reid Street shown on Exhibit C.

F. Nothing in this Agreement shall require the Common Council to, after the public hearing thereon, approve such Discontinuance Resolution. In the event the Common Council does not approve the Discontinuance Resolution, this Agreement shall become null and void in all respects.

G. Upon approval of such Discontinuance Resolution and after final completion of the infrastructure improvements under Paragraph II., as determined by the City Engineer, the City Clerk shall record said Resolution with the Brown County Register of Deeds Office, which action shall officially vacate and discontinue such right-of way.

H. Title to the discontinued right-of-way shown on Exhibit C shall revert to College in accordance with Wis. Stats. §66.1005.

I. Upon reversion of title to the discontinued right-of way to College, City shall remove all indicia of City jurisdiction over the College Reid Street Area, including removal of all City regulatory signage (i.e. parking signs, speed limit signs et.)

J. Upon reversion of the College Reid Street Area to College, City and all other utilities shall remain responsible for all maintenance activities related to their utilities located on and within the reverted right of way.

K. Upon reversion of title to the discontinued right-of-way to College, College shall, subject to all easements under Wis. Stats. §66.1005(2)(a) and the /or Access Easement referenced above (Exhibit D) assume all attributes, requirements and privileges of ownership of the reverted right-of-way, including but not limited to:

1. Street regulations, striping and signage therefore;
2. Street maintenance activities, including snow clearance, street sweeping, re-striping, asphalt patching, pothole filling and such other maintenance activities as are necessary for;
3. Street lighting and maintenance thereof, whether owned by College or as required by any third-party owner (Wisconsin Public Service Corporation) thereof;
4. Ownership liability for all claims of injury or damage occurring on or about the premises other than the same arising from the same;
5. Any other usual and customary rights and responsibilities attendant to real property ownership.

III. ALLOCATION OF RISKS

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

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

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes §§ 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

IV. DISPUTE RESOLUTION PROCESSES

All claims, disputes and other matters in question between the parties of this Agreement, arising out of, or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party.

The City and College shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in Brown County, Wisconsin unless another location is mutually agreed upon.

V. MISCELLANEOUS PROVISIONS

A. NOTICES. All notices permitted or required by this Agreement shall be served via First Class Mail with proper postage affixed and addressed to the following:

If to College:
St. Norbert College, Inc.
c/o Autumn Anfang
V. P. Business and Finance
100 Grant Street
De Pere, WI 54115

If to City:
City of De Pere
c/o City Clerk
335 S. Broadway Street
De Pere, WI 54115

With a copy to:
c/o Patrick Wrenn
Director of Facilities
100 Grant Street
De Pere, WI 54115

With a copy to:
City Administrator
335 S. Broadway Street
De Pere, WI 54115

B. This Agreement comprises the entire Agreement of the parties. No term or provision other than as is set forth herein has been negotiated between the parties.

C. By signing this Agreement, each party signing the same affirmatively asserts and represents that he/she has the proper and lawful authority of the entity for which he/she is signing.

D. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement whether sounding in contract or in tort shall be litigated in the Circuit Court of Brown County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the Circuit Court of Brown County, Wisconsin.

E. The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by any Party without the prior written consent of all of the other Parties. Waiver of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.

F. The provisions of this Agreement are severable, and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

G. All Parties have contributed to the drafting of this Agreement. In the event of a

controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document, or any of its terms or conditions, there shall be no inferences, presumptions or conclusions drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

H. This Agreement contains the entire agreement and understanding concerning the subject matter between the Parties and supersedes and replaces any and all prior negotiations, proposed agreements, and agreements written or oral. Each acknowledges that no other party, nor any agent of any party, has made any promise, representation, or warranty whatsoever, expressed or implied not contained herein, concerning the subject matter hereof, to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

I. This Agreement may be executed by the parties in counterparts.

Dated this 27 day of January, 2021.

ST. NORBERT COLLEGE, INC.
By: _____
Autumn Anfang
Vice President for Business and Finance

_____
Print Name:
Title:

CITY OF DE PERE
By: _____
James G. Boyd
Mayor

_____
Carey E. Danen
City Clerk

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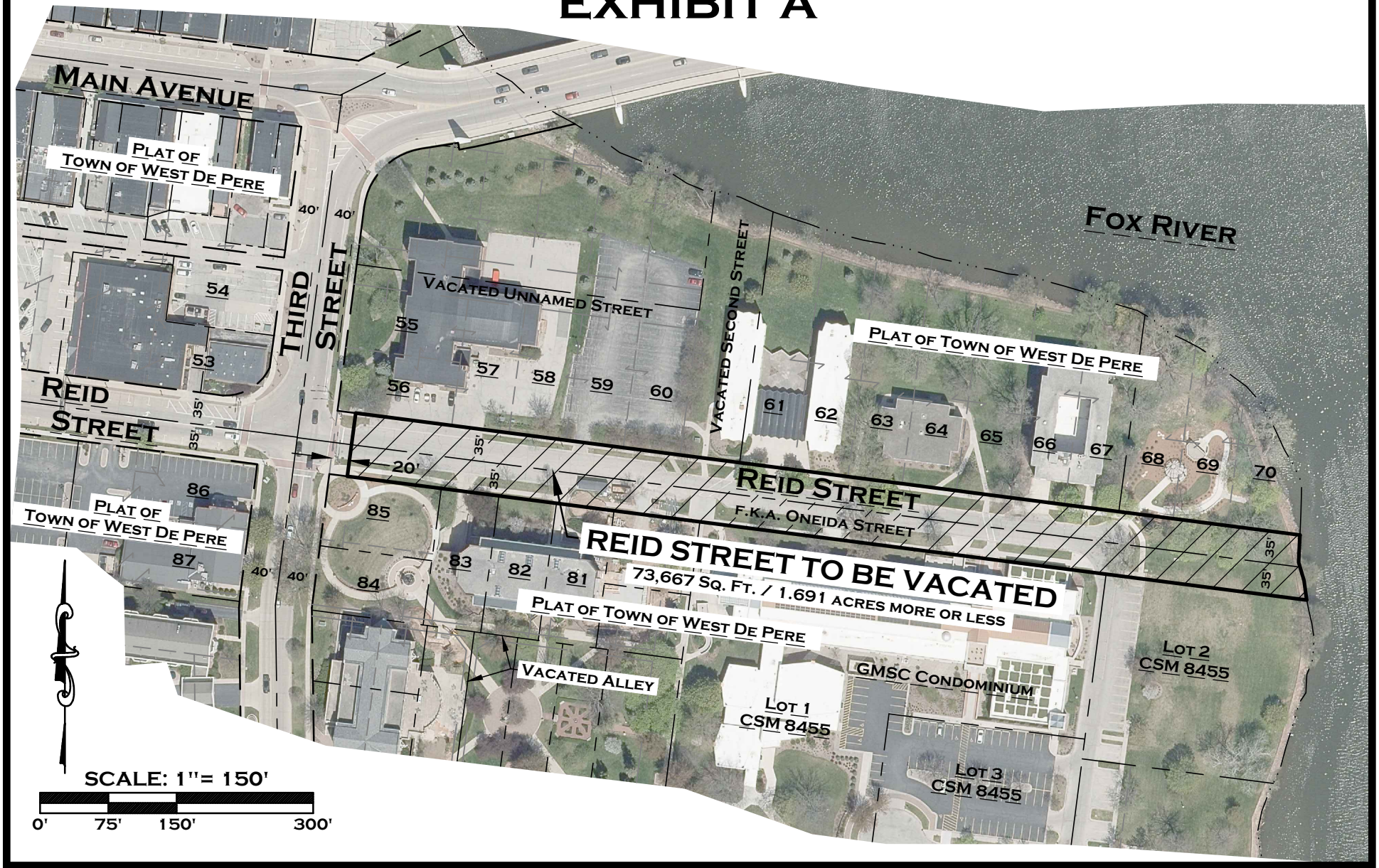
EXHIBIT A



PREPARED BY:
ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
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FAX:(920) 662-9141
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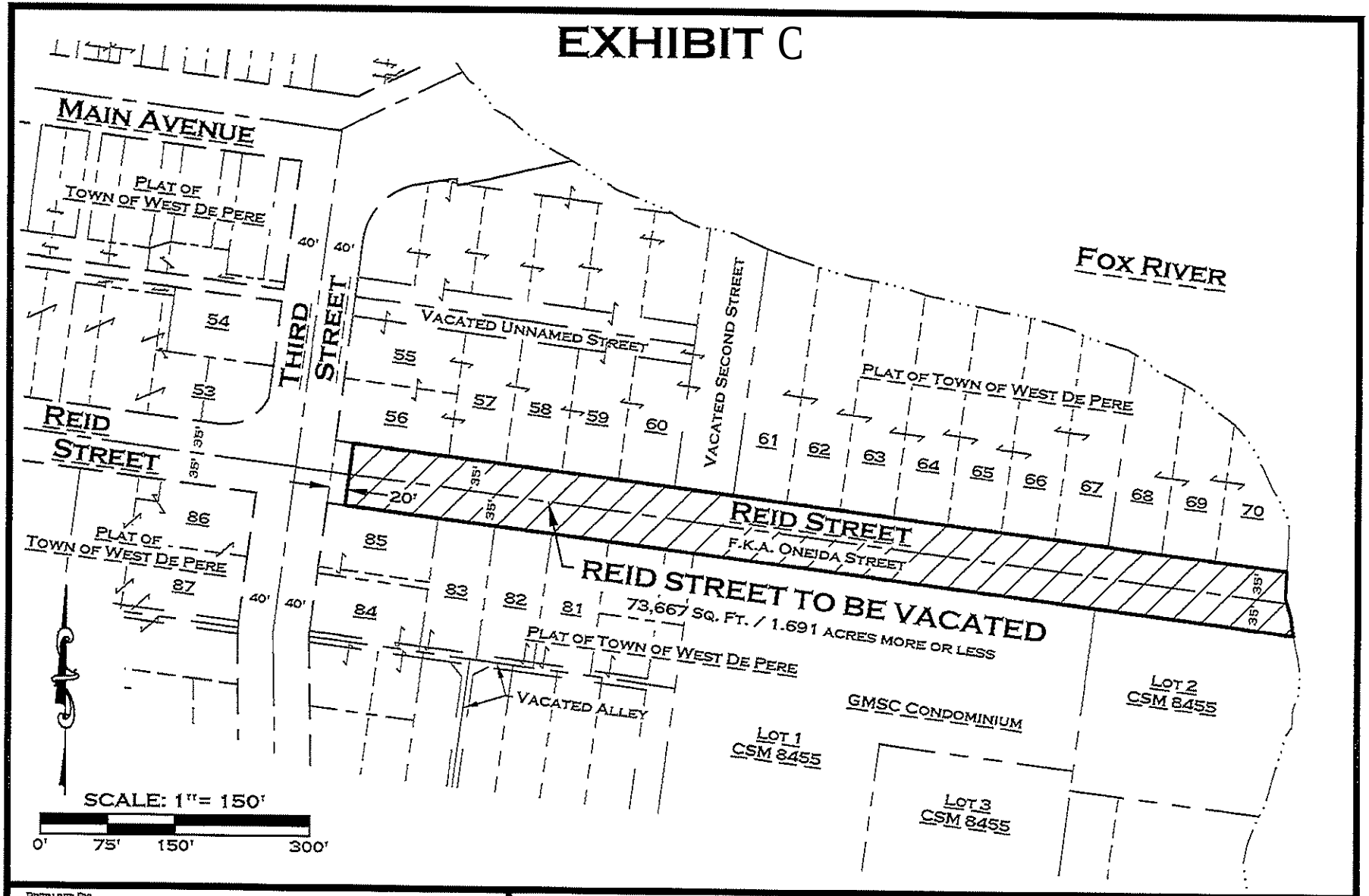
PREPARED FOR:
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54155
PHONE (920)339-4050
FAX (920)330-9491

LEGEND
REID STREET - TO BE VACATED

DATE: 12/21/2020
REL JOB # 0404445
DRAWN: BLP
CHECKED: TEH

EXHIBIT C



PREPARED BY:

ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM
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R:\0400\0404\0404445\REID STREET VACATION\DWG\EXHIBIT_REID VACATION.DWG

PREPARED FOR:

CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54155
PHONE (920)339-4050
FAX (920)330-9491

LEGEND

REID STREET - TO BE VACATED

DATE: 12/21/2020 REL JOB # 0404445 DRAWN: BLP CHECKED: TEH

All that part of Reid Street, f.k.a. Oneida Street, according to the recorded plat of Town of West De Pere, Volume 8, Plats, Page 7, Document Number 580, lying easterly of Third Street, all being located in part of Private Claim 29, West Side of the Fox River, City of De Pere, Brown County, Wisconsin.

EXCEPT the westerly 20.00 feet thereof.

As shown and dimensioned on the attached Exhibit A.

Said described land contains 73,667 sq. ft. / 1.691 acres more or less.

Document No.

ACCESS EASEMENT AGREEMENT

Return to:

Parcel Number

THIS ACCESS EASEMENT AGREEMENT (Agreement) is entered into between St. Norbert College, Inc., a Wisconsin Institution of Higher Learning (Grantor) and the City of De Pere, a Wisconsin Municipal Corporation (Grantee).

RECITALS:

Grantor is the owner of certain real property in the City of De Pere, Brown County, Wisconsin, more particularly described as: *insert legal for vacated Reid St. east of 3rd Street* and shown on the attached Exhibit A (the Property).

Grantor wishes to convey to Grantee a permanent Public Access Easement (the Easement) over an on the area described above and shown on Exhibit A to public safety and emergency personnel and equipment access thereto.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor as owner of the area described above and shown on Exhibit A hereby conveys and grants to Grantee a perpetual public safety and emergency personnel access easement over and upon such premises and appurtenances thereto as may from time to time be required, together with the right of ingress and egress thereto.

2. Consistent Uses Allowed. Grantor reserves all other property rights in the Access Easement that will not interfere with Grantee's Access Easement rights in this Agreement.

3. Covenants Run with Land. All terms and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of, and be enforceable by, Grantor and Grantee and their respective successors and assigns.

4. Non-Use. Non-use or limited use of the Access Easement granted in this Agreement shall not prevent the benefiting party from later use of the Easement to the fullest extent authorized in this Agreement.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

6. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all Parties to this Agreement and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.

ST. NORBERT COLLEGE, INC.

_____
(Signature)

_____
(Print Name)

_____
(Date)

_____
(Signature)

_____
(Print Name)

_____
(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the above-named person(s).

_____
(Signature, Notary Public, State of Wisconsin)

_____
(Print or Type Name, Notary Public, State of Wisconsin)

_____
(Date Commission Expires)

CITY OF DE PERE

_____
(Signature)

_____
James G. Boyd, Mayor

_____
(Date)

_____
(Signature)

_____
Carey E. Danen, City Clerk

_____
(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the above-named person(s).

_____
(Signature, Notary Public, State of Wisconsin)

_____
(Print or Type Name, Notary Public, State of Wisconsin)

_____
(Date Commission Expires)

EXHIBIT A

(The Property)

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Board of Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Consideration and possible action on Project Approach for Full-Length Sanitary Sewer Lateral Replacement**

ATTACHMENTS:

- 2021 0208 CI_BOPW_Full_Sanitary_Lateral_Replacement (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: February 8, 2021

RE: **Consideration and possible action on Project Approach for Full-Length Sanitary Sewer Lateral Replacement**

In January, the Board of Public Works requested that staff look into the full-length replacement of sanitary sewer laterals as part of Project 21-02 N. Erie Street Reconstruction and Utility Relay. Full-length sanitary sewer lateral replacement was identified as a way to combat infiltration as part of 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan that was brought to the Board for discussion. The purpose of this item is to outline the project approach moving forward towards full sanitary sewer lateral replacement.

Background

The City has yet to establish an ordinance for full-length sanitary sewer lateral inspection and replacement. Staff envisions this new ordinance to be structured similarly to the City's sidewalk program. Like the sidewalk program, if the condition of the sanitary sewer lateral is found to have major defects during the City's normal sewer inspection process, the owner shall repair or cause to be repaired the sanitary sewer lateral after written notification from the Department of Public Works. If the owner does not repair the damaged lateral, the City shall repair the lateral at the owner's expense.

The City of Menasha has a similar ordinance and further outlines major defects of sanitary sewer laterals:

1. Cracks greater than ¼-inch wide.
2. Offset joints of greater than ½-inch.
3. Any location where ground is exposed.
4. Excessive infiltration of greater than an estimated 1 gallon per minute.
5. Holes in the pipe.
6. Several sags in the pipe where greater than ½ of the pipe is full of water.
7. Excessive roots within the sanitary lateral.

To determine sanitary sewer lateral defects, each sanitary sewer lateral will need to be televised to confirm lateral size, material and defects. Currently, the City of De Pere does not televise sanitary sewer laterals. The inability to televise sanitary sewer laterals in time for 2021 construction would make the full-length lateral replacement on N. Erie Street infeasible. However, staff does have the ability to contract out the investigation and televising of sanitary sewer laterals for the upcoming 2022 and 2023 construction years. This additional televising work will be completed under Project 20-15, Sewer Televising and can be covered by the sewerage revenue fund included for televising.

While staff works towards televising sanitary sewer laterals, an ordinance can be drafted in anticipation of future full length sanitary sewer lateral replacement. This ordinance would outline the following:

- Conditions permitting staff to enter private property for the purpose of inspections to insure compliance with requirements set forth for sanitary sewer lateral replacement. (e.g. elimination of clean water, storm sewer cross connections into the sanitary sewer).
- Penalties for failing to remove any improper connections.
- Conditions outlining the requirements for sanitary sewer relay including the targeted defects and timeframes for replacement.

In advance of future construction, the City Standard Specifications would need to be updated to outline the permitted materials and methods for full sanitary sewer lateral replacement. Specifically, the sanitary sewer lateral connection to the house, the installation of sanitary sewer lateral clean-outs, and trenchless installation of sanitary sewer laterals would need to be outlined in the specifications.

Project Approach and Timeline

The proposed timeline for full-length sanitary sewer lateral replacement is as follows:

1. Complete Sanitary Sewer Lateral Televising in summer of 2021. Coordinate the televising of 2022 and 2023 sanitary sewer laterals as part of Project 21-15 Sewer Televising.
2. Draft an ordinance for outlining conditions for sanitary sewer lateral replacement and allowing staff entry onto private property for lateral installation and inspection. Ordinance would be drafted by autumn of 2021 for Board consideration and approval. The responsibility and proposed costs for sanitary sewer lateral replacement cost would be discussed at this time.
3. Update City Standard Specifications to further describe sanitary sewer lateral connections at the house, clean-outs where need be, and trenchless lateral installation. City Standard Specifications updates occur annually. Updates to the 2020 City Standard Specifications would be brought forth to the Board for consideration and approval in winter of 2021.

Once the above listed items are completed, Staff would bring forth properties in need of sanitary sewer lateral replacement to the Board so an Order of the Board of Public Works can be issued for lateral replacement in early 2022. After which, the City would commence the reconstruction of scheduled streets and relay those remaining laterals that have been ordered to be replaced.

Recommendations

Staff recommends that the Board reaffirm and approve the project approach. Full-length sanitary sewer lateral replacement would start as part of the 2022 street reconstruction program following a future Order of the Board of Public Works.

If approved, staff will continue to follow the outlined schedule.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on 9th Street Reservoir Mixer**

The approved 2021 water utility budget has $35,000 allocated for installation of a mixer in the Merrill Street reservoir and $35,000 for the installation of a mixer in the Scheuring Road reservoir. The mixer installations will ensure uniform temperatures and disinfection residual results in reducing byproducts and any potential ice buildup. In preparing to send out proposals for the mixers, it was discovered the installation of the mixer at the Merrill Street reservoir will require upgrades in the City's SCADA system. These upgrades were not budgeted for. Therefore, staff is recommending in installing a mixer at the 9th Street reservoir using the allocated budgeted amount for the Merrill Street reservoir mixer. Staff intends to budget accordingly in 2022 for the Merrill Street reservoir mixer to include upgrades to the SCADA system. If the BOPW approves, the intent is to send out proposals for the mixer installation for both the Scheuring Road reservoir and 9th Street reservoir. The proposals would then be brought back to the BOPW in the future for approval and then final approval by Council.

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Soliciting for Design Services for MSC Expansion***

The MSC is in need of expansion for storage of the City's equipment and vehicles at it's current location. The City had an evaluation of the MSC facility done in 2010 (See attached evaluation). The evaluation of the MSC operations showed the City's operations have out grown equipment & vehicle storage capacity at the MSC. Equipment and vehicles are tightly parked end to end, creating inefficiencies for equipment and vehicle movements as well as increased safety risks. The evaluation looked at different equipment and vehicle layouts utilizing the existing storage but it was obvious that there is not enough space for all the equipment and vehicles. This has resulted in increased storage of equipment and vehicles outside exposed to all the weather elements. In addition, the City has acquired numerous equipment and vehicles since the study was done in 2010 creating even more of a need for additional storage.

In reviewing the concept plans done in 2010, it appears moving forward with an expansion on this site we are not going to be able to meet the setback requirements with the current I-3 zoning. In order to expand on the existing MSC site it will be required the existing MSC site rezone to a PDD. The intent of rezoning to a PDD is to be able to expand on the existing site and be able to have the flexibility for setback infringements.

The approved 2021 budget has $250,000 allocated for hiring a consultant for design services for the MSC expansion on the existing site. As part of the design process, the consultant would provide bidding documents and construction cost estimates. It would be the intent once the design is completed, funding for the actual construction would be included as part of the 2022 budget process for Council consideration.

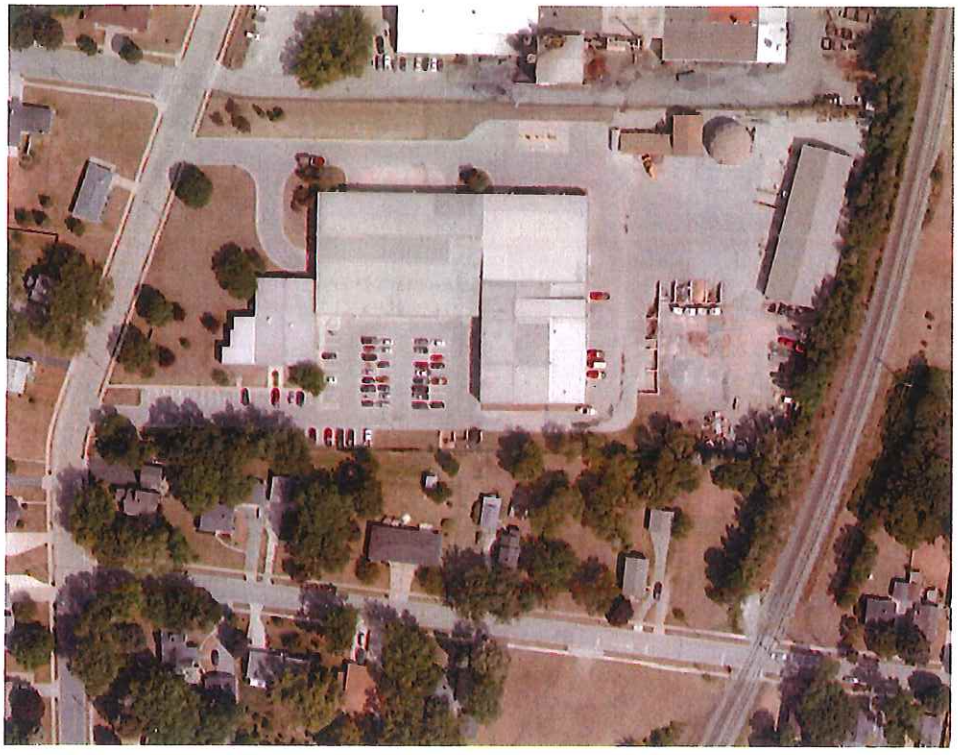
Staff is recommending approval to solicit for design services for the MSC expansion on the existing site.

ATTACHMENTS:

- GRAEF - Evaluation of Facility Expansion Needs for MSC (PDF)

Evaluation of Facility Expansion Needs for Municipal Service Center City of De Pere

October 19, 2010



Prepared for:

City of De Pere
925 South 6th Street
De Pere, Wisconsin 54115-1199

Prepared by:

GRAEF
1150 Springhurst Drive, Suite 201
Green Bay, Wisconsin 54304-5950
Telephone: (920) 592-9440
FAX: (920) 592-9445

City of De Pere Municipal Service Center

GRAEF Project Number: 2010-2015.00

Prepared for: City of De Pere

Site Address: 625 South 6th Street
De Pere, Wisconsin 54115-1199

Prepared By: GRAEF
1150 Springhurst Drive, Suite 201
Green Bay, Wisconsin 54304-5950
(920) 592-9440

Jay Jensen
Architectural Designer

Pat Fehrenbach
Project Architect

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GRAEF

Project Description

At the current time, the City of De Pere operates and maintains a single Municipal Service Center (MSC) at 925 6th Street. The facility is situated on a 7.5 acre site. The MSC is comprised of 3 main operation areas, including engineering/administrative offices, heated garage, and a vehicle repair and maintenance shop. In addition, there are 3 smaller separate support buildings located at the northeast corner of the site. The city has also begun to purchase adjacent residential lots near their south east corner, with frontage on Lande Street, for future use.

Based on observed operational concerns and issues, the City of De Pere determined a need to evaluate its existing facility and identify potential expansion needs. The evaluation process involved an overall review and inspection of the facility, including the identification of existing deficiencies and the planning for future space requirements.

Evaluation Process

The evaluation process began with information and data collection. Background information was obtained through staff surveys and on-site interviews with department managers. A formal walk-thru of the facility was conducted. Existing site and building plans and photographs (Appendix A) were used to document the existing physical conditions at the facility. Information was obtained concerning staff and equipment assigned to the facility (Appendix B).

After the background information and site data was obtained, a summary of information was prepared. From the summary, critical information concerning the operation of the facility was then utilized for the development of expansion needs and options. A number of options were developed based on site constraints. The options were then reviewed and discussed with the department managers and a preferred expansion plan was identified.

As a final part of the evaluation process, an "opinion of cost" for each of the proposed improvements was developed.

Existing Facility Description

The MSC is bordered by industrial properties on the north, residential properties on the south and west, and a railroad corridor on the east. The west side of the facility is bounded by 6th Street. Access to and from the facility is from two separate entrances off of 6th Street. The main service center facility is located in the center of the site and is "U' shaped. (See Appendix D)

To facilitate vehicle movement within the site, the access drives are connected to a paved route the runs around the perimeter of the buildings. Public and employee parking are located along the south side of the facility and extend into a paved area located within the "U" shaped area of the buildings. The entrance road located along the north side of the building is the primary operations travel route for access to the garage or around to the east side of the facility for access to the vehicle repair, Water Department, and vehicle wash access doors. Along the east side of the site, there is a large paved area that facilitates vehicle movements to and from the unheated storage building, salt storage, and outside material storage areas.

The MSC houses the Engineering Department, Parks & Recreation Department, Streets & Maintenance Department and Water Department. The administrative area for the four departments and employee support are also located in the office building structure at the southwest corner of the facility. The heated garage is centrally located and is the main storage area for the vehicles used by

all of the departments. It is a warehouse type structure. The vehicle repair and maintenance shops are located at the east end of the facility in a maintenance garage building structure. There are additional unattached support buildings, including an unheated storage building, a salt storage dome building and older salt shed used for other material storage.

The approximate sizes for the individual facility support areas are as follows:

Engineering and Administration	8,900 sq.ft.
Heated Garage	40,540 sq.ft.
Vehicle Repair and Maintenance	17,540 sq.ft.
Total Facility	66,980 sq.ft.

Evaluation Summary

Parking Issues

The most prevalent issue raised during the interview process was that the heated vehicle parking space is inefficient and inadequate. All of the departments use the same heated vehicle storage space to park vehicles, store vehicle accessories and equipment. When all required vehicles & equipment are parked in the heated storage area, the space is filled with equipment including access lanes. The only way to move most vehicles is to first move those vehicles or equipment that may have them 'parked in' or blocked. On a regular basis, vehicles and equipment are rotated out to the unheated storage to get as much maneuvering space as possible in the tightly parked garage. Due to the congestion in the heated garage, safety for the workers in the facility during times of maximum vehicle movement is a regular concern.

Site Security Issues

The level of security at the MSC is relatively low. The two areas of concern include limited access monitoring during the operational hours of the facility and the potential for access during non-operational periods. Areas of the facility can be easily accessed during non-operational hours by the inadvertent activation of automatic overhead doors. Secondly, during the normal daily working hours at the MSC, access through the north gate is easily accomplished with limited security or access monitoring.

Office and Employee Support Issues

The existing administrative office area is deemed to be adequate under current staff levels. Additional office space may be required if future staffing levels were to increase. There was also a concern raised regarding a lack of adequate space for formal training of staff.

An issue was raised regarding the layout of the work areas in the Water Department and the use of the first aid office for general office space.

Facility Storage Issues

In general, all Departments indicated that storage of one type or another was inadequate. Additional storage needs were identified both in the garage facility and office areas. Suggestions were also made to make improvements for storage in areas that currently exist within the facility.

Mechanical and Lighting Issues

The existing air handling system in the heated garage needs to be evaluated to determine if it is inadequately sized to support the large number of vehicles utilizing the space. Poor air quality and circulation is a continuous issue, with dust and dirt settling on the parked vehicles on a daily basis.

The HVAC system was not providing needed air conditioning to reduce humidity levels in the front offices, but was being serviced at the time of walk-thru. Historically, the HVAC has not been a concern.

- Concerns were raised regarding the level of lighting in the vehicle maintenance repair shop stock room.

- An issue was raised regarding the size of the sink in the Water Department for meter cleaning and maintenance.

Miscellaneous Issues

- Vehicle wash bay ceiling is low and does not allow cleaning of truck boxes.

- An operation's issue was raised with respect to the internal layout for vehicles in the maintenance and repair shop. A drive thru bay is recommended and would improve the efficiency of vehicle movement.

Expansion Plan & Costs

As a part of the evaluation, the facility property limits, existing building heights, roof pitches, water drainage and vehicle circulation were considered the driving factors for any potential expansion.

During the evaluation of the MSC operations, it is clearly evident that City operations have out grown the heated vehicle storage capacity area. Vehicles are tightly parked end to end, creating inefficiencies for vehicle movements and increased safety risks. Valuable staff time is spent each day moving vehicles around the facility. In addition, regular oversight is provided to insure the safety of the employees and vehicles. We also looked at different vehicle layouts but it became obvious that there is not enough space for all the vehicles to fit.

Based on the current number of vehicles and amount of equipment, the facility is undersized by approximately 20,000 square feet. The overall facility size is directly related to the vehicle size, required turning radii, and how the vehicle circulation is incorporated into the building layout.

As a part of the analysis we reviewed areas around the facility and possible locations where building additions could be added without reconstructing the roof slopes of large areas of the

existing facility or negatively impact the daily operations and associated costs involved. The Northwest Corner of the facility is a preferred location for its proximity to the existing heated parking garage but the existing roof slopes and building heights create challenges for any addition.

Appendix "E" is an illustration of the alternate layout analysis. An addition directly to the north wall of the existing Heated Garage does not meet the criteria to provide the needed square footage without restricting the vehicle traffic flow around or in and out of the existing facility. Visibility around the building corners is not ideal and increases the potential for accidents. Changing the existing roof structure at the intersection of the new and existing structures would be required for the need interior clearance and for snow and water runoff. This adds costs to reinforce the existing roof and replacing large portions of the existing roof to redirect water to internal roof drains. Another possible location for expansion is in the Southeast corner of the facility and requires expanding onto the residential properties for access onto Lande Street. This is a standalone building with that separates the Streets department a considerable distance from the existing facility.

Due to the anticipated cost of the ultimate expansion, a two phased construction plan may be desirable by the City.

Phase 1 Expansion

Phase 1 is proposed to include the construction of a separate 10,080 square foot building (224 ft. x 45 ft.) to be located north of the existing heated parking adjacent to the north fence line. This structure would allow the relocation of the refuse vehicles, sewer jet truck, front loaders, and provide a paint storage area. Unfortunately, this building expansion alone will not provide sufficient space needed to eliminate the parking deficiencies in the existing main heated garage. See Appendix F (Phase 1 Expansion).

Three other smaller projects would be included in Phase 1.

Project 1.1 Salt Dome

This project would improve the salt dome facility. The intent of the project is to provide an enclosure extension to the existing salt dome by providing a shelter over the door opening to better protect the salt when doors are open and allowing the salt to be piled higher.

Project 1.2 Pavement Expansion

This project would involve extending the paving area around the southeast corner of the facility for needed clearance at the wash bay entrance. The wash bay can be entirely used for its' original purpose to clean vehicles in both bays by moving the paints to the proposed building expansion.

Project 1.3 Site Fence/Gate

This project would involve fencing in the acquired residential lot at the southeast corner of the property and install an additional gate on Lande Street. This project will also provide an additional 8400 sq. ft. of outside storage space for landscaping materials. The additional entrance will also reduce the amount of mud and dirt that is typically tracked around the entire perimeter of the facility by providing an alternative entrance for those vehicles.

Phase 1 Expansion Costs

Building expansion	$726,000	
Salt shed extension	$ 13,500	
Pavement Expansion	$ 5,500	
Security fencing	$ 22,000	
Sub-Total Construction Cost	$767,000	
Contingency 10% of Total Construction		$ 76,700
A&E Fees 6% of Total Construction		$ 46,000
Phase 1 Total Cost		$889,700

Phase 2 Expansion

Phase 2 is proposed to include a 10,300 square foot building addition (100 ft. x 103 ft.) to the west side of the existing heated parking garage. This expansion will provide additional vehicle & equipment space, re-work the traffic / parking layout to a single direction flow of traffic for efficient vehicle movements, and address employee safety issues relating to vehicle movements within the garage. See Appendix F (Phase 2 Expansion).

The proposed additions for this facility will serve to meet the current needs of the City but the existing site does not have the space available for future additions. The City has begun purchasing additional properties along Lande Street that maybe utilized for future building additions or better site circulation.

Phase 2 Expansion Costs

Building expansion	$701,500
Contingency 10% of Total Construction	$ 70,150
A&E Fees 6% of Total Construction	$ 42,100
Phase 2 Total Cost	$813,750

Additional Areas to be Addressed

Light Levels in Repair Shop Stock Room

Add 20 new fluorescent fixtures	$ 5,000

Water Department Sink

New larger sink for meter washing	$ 1,500

Wash Bay and Repair Shop

Two other areas of concern that were discussed during the evaluation process were the lack of proper clearance for washing tipped truck boxes in the existing wash bay and the lack of a drive thru bay in the maintenance and repair shop. Solving these issues within the existing building would require major structural and building layout changes, therefore it is our opinion that the best solution would be to move these areas into a new structure that could meet their requirements. The existing site does not have room for this new building, however it is our understanding that the city is looking to purchase additional, adjacent, residential lots to the south along Lande Street.

Acquiring one or two more lots would likely allow for this new vehicle repair/wash bay building – similar to the location shown in Appendix E. This would also allow for future expansion of departments, within the existing building, once vehicle repair and the wash bay had relocated to the new building. As these two areas were not deemed as high a priority as the heated vehicle storage issues above and land is not yet available for this new building, preliminary layouts and cost estimates have not yet been generated.

Appendix A

Photos of Existing Facility

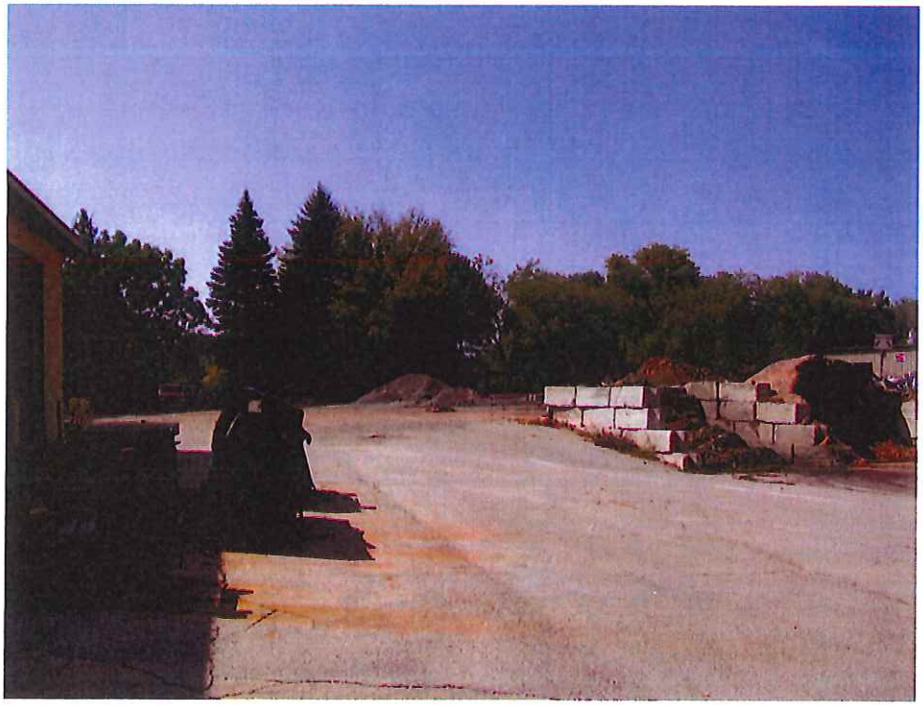
Administrative Offices/Employee Support

South side of facility/Employee Parking - Heated Garage (left) – Shops and Wash Bay (Right)

Northwest Entrance – Heated Parking

Westside – Heated Parking

West side – Vehicle Repair & Shops



Materials Storage Area – (Expand on to adjacent lot at Southeast corner)

Northwest Entrance (Location of Phase I structure)

Fuel Island - Looking West

Unheated Storage Building (Seasonal street decorations, equipment and covered materials)

Example of vehicles parked end to end. (Some vehicles parked 3 deep)

Example of vehicles parked end to end. (Photo taken when many vehicles out in the field)

Existing Vehicle Aisle (Vehicles projecting into Vehicle Aisle – Safety Cones)

Appendix B

Equipment Data Base:

EQUIPMENT DATA BASE - ENGINEERING ACCT#

EQUIP #	YEAR	EQUIPMENT DESCRIPTION	DEPT
30	2001	HONDA ATV FOUR WHEELER	ENGINEERING
31	1996	CHEVROLET 1/2 TON PICK UP	ENGINEERING
32	2006	CHEVROLET 1/2 TON PICK UP	ENGINEERING
33	1990	FORD VAN	ENGINEERING
34	2004	CHEVROLET 2500 VAN	ENGINEERING
35	2007	CHEVROLET IMPALA CAR	ENGINEERING
36	2008	CHEVROLET 1/2 TON PICK UP	ENGINEERING
37	2006	CHEVROLET 1/2 TON PICK UP 4 X 4	ENGINEERING
38	2009	CHEVROLET COLORADA PICK UP TRUCK	ENGINEERING
39	2008	CHEVROLET IMPALA CAR	ENGINEERING

EQUIPMENT DATA BASE - PARK ACCT# 40
UPDATED 2/11/10

EQUIP #	YEAR	EQUIPMENT DESCRIPTION	DEPT	GAL	TYPE	ACCT#	EQUIPMENT REPLACEMENT YEAR	REPLACMENT FREQUENCY
3001	2000	HOLDER	PARK	15	DIE	40		10
3002	2001	CHEVROLET PICK-UP (FORESTER)	PARK	34	UNL	40		10
3003	2008	TORO 3 WHEELER SAND PRO	PARK	2	UNL	40		10
3004	2000	CHEVROLET 1 TON DUMP TRK	PARK	40	UNL	40		10
3005	2006	HOLDER	PARK	10	DIE	40		10
3008	2007	CHEV 1 TON DUMP UNLEADED	PARK	20	UNL	40		10
3009	2004	CHEV MAILIBU	PARK	15	UNL	40		10
3011	2008	TOYOTA PRIUS	PARK	15	UNL	40		10
3012	1996	INTERNATIONAL HIGH RANGER	PARK	50	DIE	40		10
3013	1998	CHEVROLET PICK-UP TRUCK	PARK	15	UNL	40		10
3014	1993	FORD F-700 DIESEL	PARK		DIE			
3015	2003	FORD F-250	PARK	30	UNL	40		10
3016	2006	CHEVROLET 1 TON DUMP TRK	PARK	20	UNL	40		10
3017	2009	VANTAGE ELECTRIC PICK UP	PARK	35	UNL/ELEC	40		10
3018	2004	INTERNATIONAL DUMP TRK	PARK	50	DIE	40		10
3019	2007	JOHN DEERE TRACTOR	PARK	20	DIE	40		15
3020	1994	FORD 3/4 TON PICK-UP TRK	PARK	20	UNL	40		10
3301	1997	RAY-CO STUMPER	PARK	20	DIE	40		20
3302	1996	KAWASAKI MULE	PARK	5	UNL	40		20
3303	2006	KUBOTA RIDING MOWER	PARK	10	DIE	40		10
3304	2007	TORO RIDING MOWER 4000D	PARK	10	DIE	40		10
3305	2005	TORO RIDING MOWER 580D	PARK	25	DIE	40		10
3306	2009	TORO RIDING MOWER 4000D	PARK	20	DIE	40		10
3307	2002	TORO RIDING MOWER GROUNDMASTER 72'	PARK	10	DIE	40		10
3308	2007	CHEVROLET 1 TON DUMP TRK	PARK	25	UNL	40		10
3309	2003	FORD F-350 DUMP	PARK	40	UNL	40		10
3310		GOOSEN VAC	PARK					
3311		LINE LAZER 3900	PARK		UNL			
3400		MISC 5 GAL UNL FUEL KEY	PARK	5	UNL	40		
		TRI AXLE TRAILER						

EQUIPMENT DATA BASE - STREETS ACCT# 1 *MECH ACCT # 35
UPDATED 8/1/08 OTHER ACCT # 77

EQUIP #	YEAR	EQUIPMENT DESCRIPTION	DEPT	GAL LIMIT	TYPE	ACCT#
10	2009	CHEVROLET 3500 1-TON	MECH	35	UNL	35
55	2009	FORD ESCAPE 4 X 4	STREET-DIR PW	20	UNL	77
58	2009	CHEVROLET 3500 1-TON DUMP TRUCK - DIESEL	STREET		DIE	
59	2009	CHEVROLET 3500 1-TON DUMP TRUCK - DIESEL	STREET		DIE	
61	2010	FORD F-150 PICK UP	STREET	20	UNL	35
62	2009	CHEVROLET 3500 1-TON DUMP TRUCK 4 X 4 - DIESEL	STREET	40	DIE	1
63	2009	CHEVROLET 3500 1-TON DUMP TRUCK	STREET	25	DIE	1
64	2007	FORD F-450 VERSALIFT AERIAL	MECHANIC	20	DIE	35
65	2006	CHEVROLET 4X4 PICK-UP	STREET	20	UNL	77
66	2004	FORD F-450 AERIAL TRUCK (SIGN SHOP)	STREET	40	UNL	1
67	2004	CHEVROLET 1/2 TON PICK-UP TRUCK WITH LIFT GATE	MECHANIC	27	UNL	1
68	2002	FORD F-350 1-TON DUMP TRUCK	STREET	40	UNL	1
69	2000	INTERNATIONAL 5 YD DUMP TRUCK	STREET	40	DIE	1
70	2007	PETERBILT 5YD DUMP TRUCK	STREET	50	DIE	1
71	2002	STERLING CAMEL SEWER SETTING TRUCK	STREET	50	DIE	1
72	2006	INTERNATIONAL 12 YD DUMP TRUCK - TANDEM	STREET	50	DIE	1
73	2009	PETERBILT 12 YD DUMP TRUCK - TANDEM	STREET	50	DIE	1
74	2004	INTERNATIONAL 5 YD DUMP TRUCK	STREET	50	DIE	1
76	2009	PETERBILT 12 YD DUMP TRUCK - TANDEM	STREET	50	DIE	1
77	2004	INTERNATIONAL 5 YD DUMP TRUCK	STREET	50	DIE	1
78	2005	PETERBILT 5 YD DUMP TRUCK	STREET	50	DIE	1
79	2005	PETERBILT 5 YD DUMP TRUCK	STREET	50	DIE	1
80	2004	PETERBILT PB-320 GARBAGE TRUCK 27.5 CU YD	STREET	50	DIE	1
84	2008	PETERBILT 320 GARBAGE & RECYCLING TRUCK, 32 CU YD BRIDGEPORT	STREET	50	DIE	1
85	2008	PETERBILT 320 GARBAGE & RECYCLING TRUCK, 32 CU YD BRIDGEPORT	STREET	50	DIE	1
86	2004	STERLING 12 YD DUMP TRUCK - TANDEM	STREET	50	DIE	1
87	2008	PETERBILT 320 GARBAGE & RECYCLING TRUCK, 32 CU YD BRIDGEPORT	STREET	50	DIE	1
88	2009	PETERBILT 320 GARBAGE & RECYCLING TRUCK, 32 CU YD BRIDGEPORT	STREET	50	DIE	1
89	2008	PETERBILT 320 GARBAGE & RECYCLING TRUCK, 32 CU YD BRIDGEPORT	STREET	50	DIE	1
91	2004	ODB LEAF LOADER AUTOMATED FOR TRK #86	STREET	25	DIE	1
92	2006	ODB LEAF LOADER AUTOMATED FOR TRK #72	STREET	25	DIE	1
99	2009	GMC - ELGIN CROSSWIND SWEEPER	STREET		DIE	
100	2004	BOBCAT A300	STREET	20	DIE	1
101	2006	HOLDER 9700	STREET	20	DIE	1
102	2004	ELGIN PELICAN SWEEPER	STREET	35	DIE	1
103	2007	VOLVO L-90F FRONT END LOADER	STREET	50	DIE	1
104	1997	JOHN DEERE 624G FRONT END LOADER	STREET	50	DIE	1
106	2009	JOHN DEERE 644J FRONT END LOADER	STREET	50	DIE	1
107	2001	CH&E 6" TRASH PUMP	STREET	50	DIE	1
108	2009	JOHN DEERE 672-D MOTOR GRADER	STREET	50	DIE	1
109	2008	AIRMAN AIR COMPRESSOR	STREET	30	DIE	1
110	2001	TOYOTA FORK LIFT REBUILT 2010	STREET		UNL	
111	2002	MORBARK MODEL 13 TORNADO BRUSH CHIPPER	STREET	20	DIE	1
113	1994	ODB LCT 600, LEAF LOADER	STREET	30	DIE	1
115	2009	MORBARK MODEL 15 TORNADO BRUSH CHIPPER	STREET	40	DIE	1
116	2005	GRACO 5900 LINE STRIPER	STREET	5	UNL	1
117	1989	AUGER	STREET	10	UNL	1
118	2001	PMD-500 DT VAC-TRON CATCH BASIN CLEANER	STREET	10	DIE	1
120	2009	SNOWGO SNOW BLOWER MD-3D	STREET	20	DIE	1
121	2005	MORBARK MODEL 13 TORNADO BRUSH CHIPPER	STREET	10	UNL	1
123	1994	WACKER RD880 ROLLER COMPACTOR	STREET	30	DIE	1
125	2001	ODB LCT 600 LEAF LOADER	STREET			1
131		LINE LAZER 5900	STREET		UNL	
134		BARRICADE TRAILER	STREET	30	DIE	1
136	1998	ODB LCT 600 LEAF LOADER	STREET			
100A	2004	TRAILER FOR BOBCAT	STREET			
123A	1994	TRAILER FOR ROLLER	STREET			
131A		SIGN TRAILER	STREET			1

EQUIPMENT DATABASE - WATER ACCT# 30
UPDATED 2/11/10

EQUIP #	YEAR	EQUIPMENT DESCRIPTION	DEPT	GAL	TYPE	ACCT #	EQUIPMENT REPLACEMENT YEAR
21	2004	INTERNATIONAL 4200, 5 YD DUMP TRUCK	WATER	50	DIE	30	2014
22	2010	FORD F-150	WATER	20	ULN	30	2010
23	2000	CHEVROLET WALK-IN VAN	WATER	25	ULN	30	2012
24	2003	FORD F350 DUMP 1-TON TRUCK	WATER	40	ULN	30	2013
25	1977	AIRCO WELDER	WATER	10	DIE	30	
26	2008	CHEVROLET C-1500 PICK-UP TRUCK	WATER	20	ULN	20	2018
27	2007	CHEVROLET C-1500 PICK-UP TRUCK	WATER	20	ULN	20	2017
28	2005	FORD F150 PICK-UP TRUCK	WATER	30	ULN	30	2015
29	2009	CHEVROLET 2500 HD 4 X 4	WATER	35	ULN	35	2019
6105	2002	JOHN DEERE 410 G BACKHOE	WATER	30	DIE	30	2017

Appendix C
Information Collection

Background information was collected for the analysis of the Municipal Service Center in a 5 part process.

1. Questionnaires were distributed to Department Managers and Staff.
2. Department managers were formally interviewed to help understand the current roles of each department and their employees, to identify the critical tasks that are performed on a regular basis, to help identify critical issues that are prevalent, and to solicit any suggestions that would have the potential to improve the operation of the facility.
3. A walk-thru with department managers to better understand each department functions and needs.
4. Produce a layout from plans and measurements of existing facility including vehicle movement and storage, equipment, and traffic routes.
5. Observe operations to see how the facility is functioning.

On Site Interviews

May 26, 2010

8:30 - 9:15 am Tom Blohowiak (Al) - Supervisor

Maintenance Vehicle Repair Shop: 2 full time employees

1. Prefer 3 mechanics year round.
2. Need more storage
3. Dust problems – air into offices and heated parking
4. Lighting in stock room
5. Ideal layout would have a drive thru bay ideal for repairs

9:15 - 10: am Steve Bloemer (Al)

Streets:

1. Most space required with garage, sign office, sign shop, wood shop, wash bay
2. Dust problems in heated parking
3. Vehicle parking is congested.
4. Paint for seasonal and street uses one of the wash bays, not ideal for either operation.
5. Wash bay ceiling is too low for box cleaning.
6. Consider more storage over sign office and wood shop with high ceiling area.

10:00 - 10:45 am Dan Carpenter

Water Service: 6 full time, 6 seasonal employees

1. Spread out work areas
2. Using first aid office for office space.
3. Bigger sink to clean water meters

10:45 - 11:30 am Don Melichar

Parks & Recreation: 6 full time, 11 seasonal employees

Forestry duties include: mowing, maintenance, ball field maintenance, tree pruning & activities.

1. Security needs to be addressed.
2. Garage parking is tight. Dump truck turning radius takes more space from Parks & Recreation heated vehicle storage area.
3. Basement area is not utilized effectively.
4. Need larger training area.
5. Need more office storage.
6. Need more storage in garage area.

11:30 - 12:15 pm Karen Heyrman

Engineering: 7 full-time, 2 seasonal employees

1. Vehicles are sufficient, 2 cars, 2 vans, 4 pickup trucks.
2. Need more heated locked equipment storage.

HVAC in office is not working properly – currently being addressed by mechanical contractor.

GRAEF

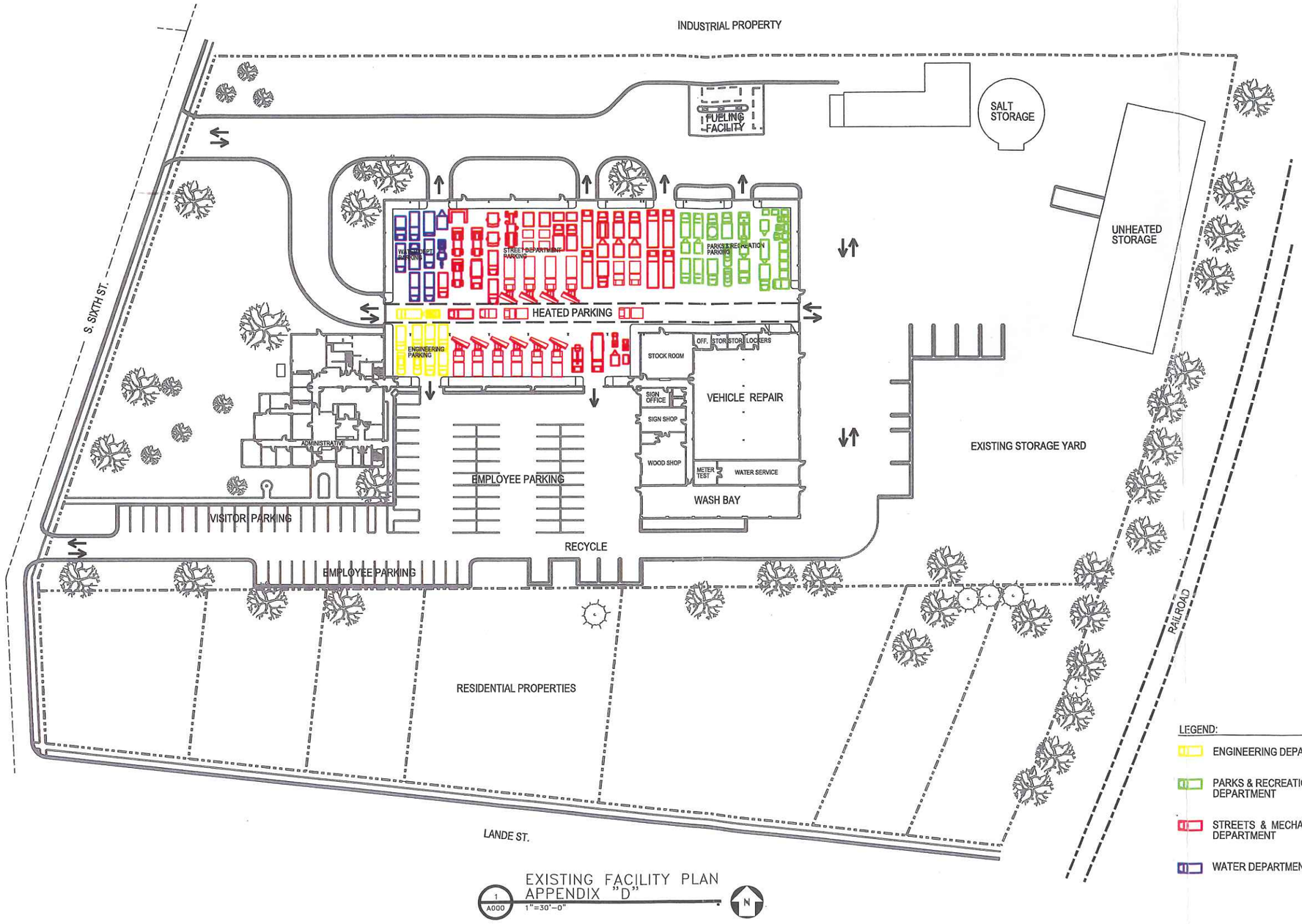
1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:
CITY OF DE PERE
MUNICIPAL SERVICE CENTER
EXPANSION ANALYSIS

ISSUE:



1 A000 EXISTING FACILITY PLAN APPENDIX "D"
1"=30'-0"

LEGEND:

- ENGINEERING DEPARTMENT
- PARKS & RECREATION DEPARTMENT
- STREETS & MECHANICAL DEPARTMENT
- WATER DEPARTMENT

PROJECT INFORMATION:

PROJECT NUMBER:	2010-2015.00
DATE:	2010.07.02
DRAWN BY:	JDJ
CHECKED BY:	PJF
APPROVED BY:	
SCALE:	1"=30'-0"

SHEET TITLE:
EXISTING SITE PLAN
APPENDIX D

SHEET NUMBER:
A000

DOCS
SHEETS
FILES

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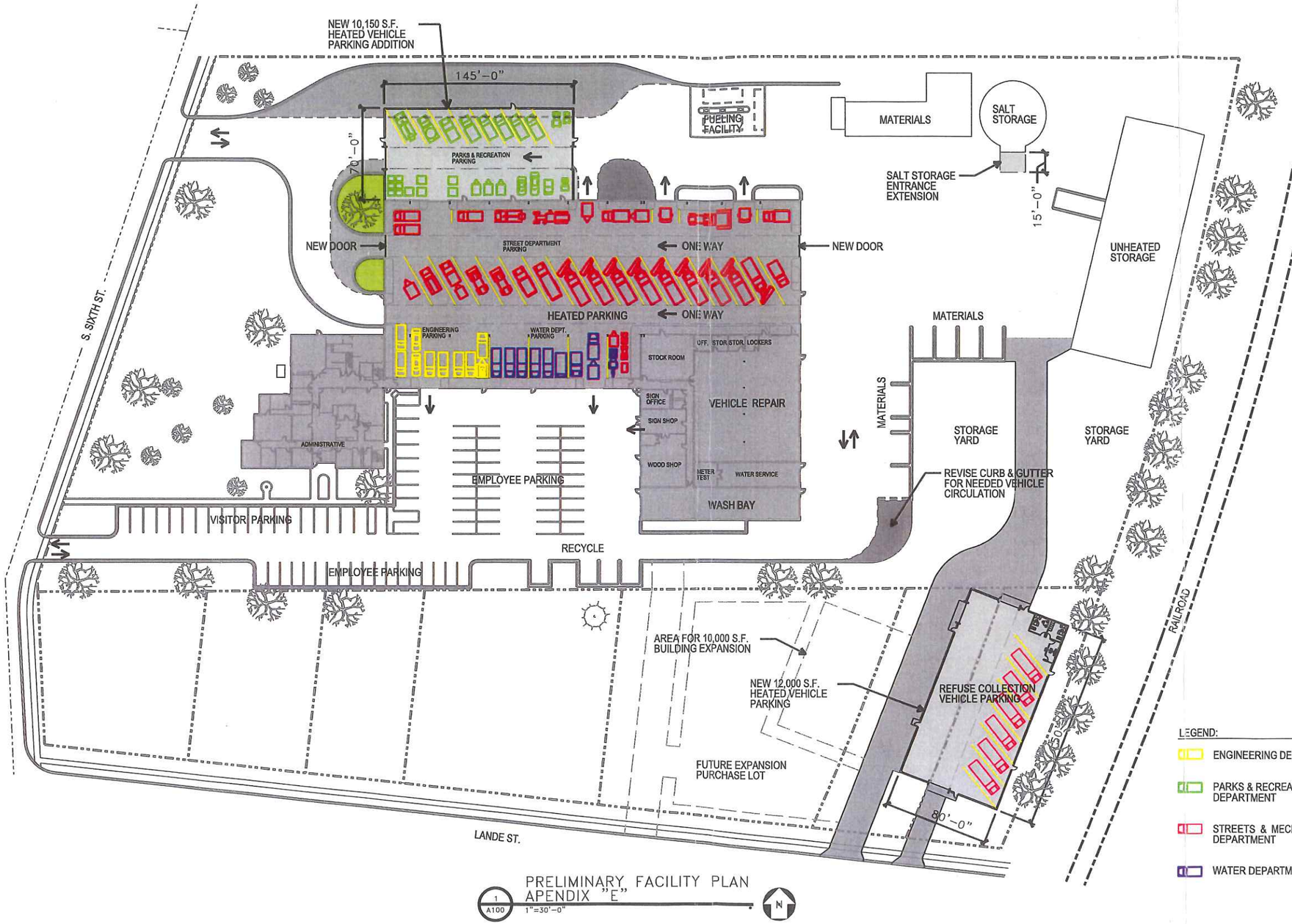
CONSULTANTS:

PROJECT TITLE:
CITY OF DE PERE
MUNICIPAL SERVICE CENTER
EXPANSION ANALYSIS

ISSUE:



1 A100 PRELIMINARY, FACILITY PLAN APENDIX "E"
1"=30'-0"

LEGEND:

- ENGINEERING DEPARTMENT
- PARKS & RECREATION DEPARTMENT
- STREETS & MECHANICAL DEPARTMENT
- WATER DEPARTMENT

PROJECT INFORMATION:

PROJECT NUMBER:	2010-2015.00
DATE:	2010.06.30
DRAWN BY:	JDJ
CHECKED BY:	PJF
APPROVED BY:	
SCALE:	

SHEET TITLE:
SITE PLAN
APPENDIX E

SHEET NUMBER:
A100

$DATES
$TIMES
$PLES

GRĀEF

1150 Springhurst Drive,
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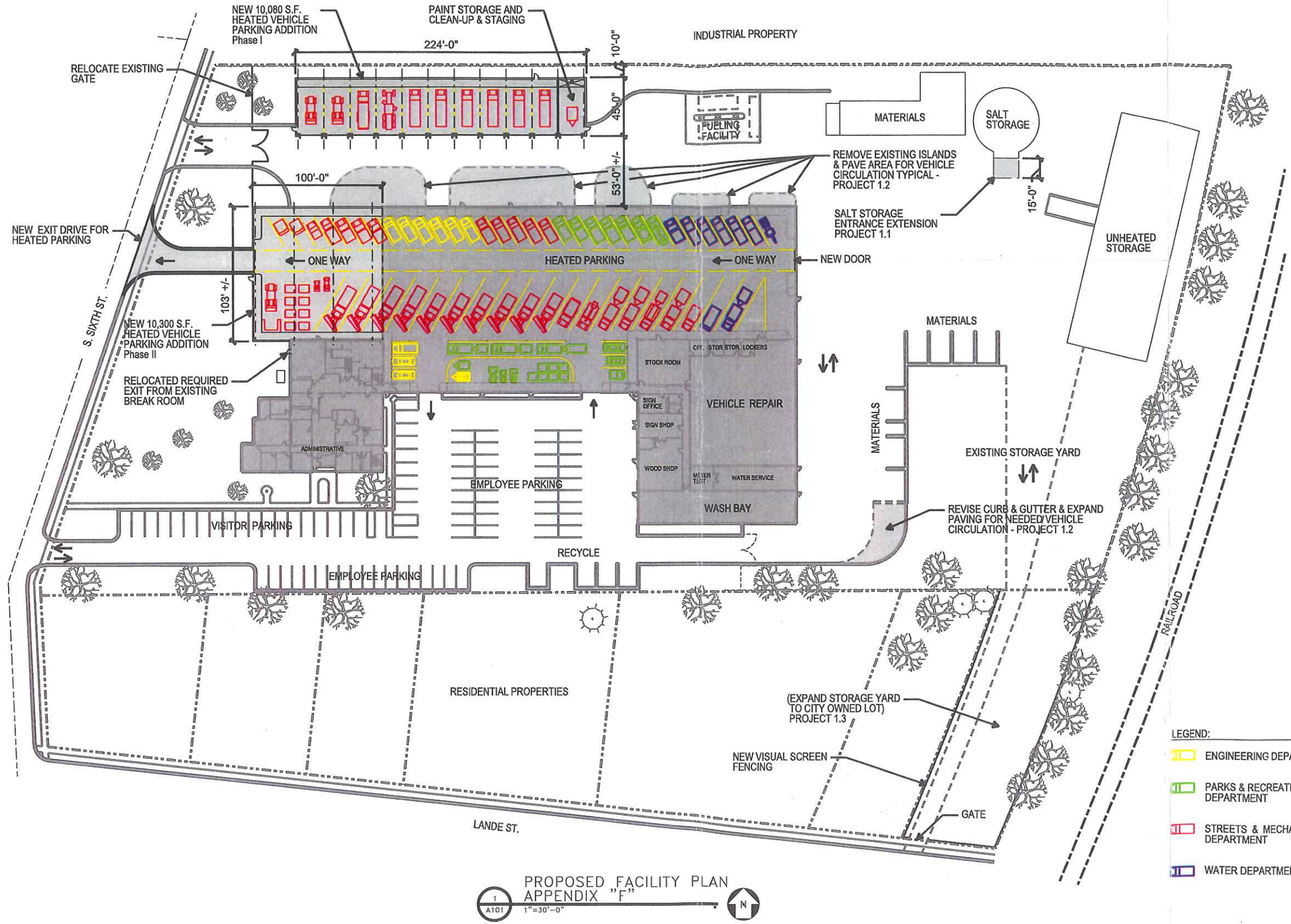
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:
CITY OF DE PERE
MUNICIPAL SERVICE CENTER
EXPANSION ANALYSIS

ISSUE:



1 / A101 PROPOSED FACILITY PLAN
APPENDIX "F"
1"=30'-0"

LEGEND:

- ENGINEERING DEPARTMENT
- PARKS & RECREATION DEPARTMENT
- STREETS & MECHANICAL DEPARTMENT
- WATER DEPARTMENT

PROJECT INFORMATION:

PROJECT NUMBER:	2010-2015.00
DATE:	2010.09.02
DRAWN BY:	JDJ
CHECKED BY:	PJF
APPROVED BY:	
SCALE:	1" = 30'-0"

SHEET TITLE:
SITE PLAN
APPENDIX F

SHEET NUMBER:
A101

$DATE$
$TIME$
$FILE$

City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE:	**February 8, 2021**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Consideration and possible action on Ald. Hansen's Request for Responsible Bidder's Ordinance***

ATTACHMENTS:

- Consider Ald. Hansen's Request for Responsible Bidder's Ordinance 01-07-2021 (PDF)
- Brown County Responsible Bidder Ordinance (PDF)
- City Attorney Memo on Brown County Responsible Bidder Ordinance (PDF)
- UA 400 Pipe Trades Responsible Bidder Ordinance Talking Points (PDF)
- City of De Pere Bidder Prequalification Form (PDF)
- 2020 Bidder Survey (PDF)
- -Ald. Hansen Memo on Resp. Bidder Ordinance MEMO (PDF)
- -S.T. Memo $2 Million Projects (PDF)
- -City Atty Email on Prevailing Wage (PDF)
- -Brown Co. Original Resp. Bidder Resolution (PDF)
- -Brown Co. Resp. Bidder Ordinance (PDF)
- -Email from Brown Co. Purchasing (PDF)
- -GB Resp. Bidder Ordinance (PDF)
- -GB Responsible Bidder Minutes (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: January 7, 2021
RE: Consideration and possible action on Ald. Hansen's Request for Responsible Bidder's Ordinance*

Alderperson Hansen has requested the BOPW consider a responsible bidder's ordinance similar to the ordinance Brown County passed (See attached Brown County Responsible Bidder Ordinance). In addition, I have attached a memo from the City Attorney regarding the responsible bidder ordinance Brown County adopted. The request for the City to adopt this ordinance is coming from the UA 400 Pipe Trades. See attached UA 400 Pipe Trades Responsible Bidder Ordinance "talking points" which was provided to the Mayor and Alderperson Hansen. In addition, the City requires all bidders to submit statutorily required proof of responsibility under Wis. Stats. §66.0901(2) (See attached City of De Pere Bidder Prequalification Form).

The public works staff has evaluated the Brown County's responsible bidder's criteria as follows:

1. *The contractor must maintain a permanent place of business;*

   The City currently requires this as part of the City's current bidder's proof of responsibility and contract requirements.

2. *The contractor must be authorized to do business in the State of Wisconsin;*

   The City currently requires the contractor to be licensed to do business in the State of Wisconsin for all public works projects per contract requirements.

3. *The contractor, agent, partner, employee and/or officer of the contractor, must not be debarred, suspended, or declared ineligible from contracting with any unit of federal, state or local government;*

   This is already required as part of the City's contract and specification requirements under competency of bidders. Bidders may be disqualified if they have a conviction of a violation of a State or Federal law or regulation relating to or reflecting on the competency of the bidder.

4. *The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions);*

   This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

5. *The contractor must have adequate and appropriate:*
    a) *general liability insurance;*

        General liability insurance is already required as part of the City's contract requirements.

    b) *automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and*

        Automobile insurance is already required as part of the City's contract requirements.

    c) *workers' compensation and unemployment insurance, except when the contractor does not have employees.*

        Workers' compensation and unemployment insurance is already required as part of the City's contract requirements.

6. *The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

7. *Regarding a Public Works Contract estimated to be in excess of two million dollars, and if determined to be appropriate in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes is issued, then in order to be considered a responsible bidder, the contractor must participate in a Registered Apprenticeship Program;*

    The City currently does not have this in the City's bidder's proof of responsibility for a contractor having a registered apprenticeship program. Typically, apprenticeship programs are found with union contractors. Most of the City's contractors that bid on the City's public works projects are non-union and do not have an "apprenticeship program". Staff reached out to the contractors that typically bid on the City's public works projects to determine if they have an apprentice ship program (See attached 2020 Bidder Survey). If these contractors are required to have a certified apprenticeship program it will add costs to our construction projects because the contractor will be required to have an additional employee on the crew as an apprentice which will increase the hourly rate of the crew.

8. *The contractor must have a written substance abuse prevention program meeting the requirements of Wisconsin Statutes Section l03.503;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

9. *The employees who will perform work on the project for the contractor must be properly*

classified as employees or independent contractors under all applicable laws;

This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

10. *If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

11. *The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

12. *The contractor must be in compliance with all laws regarding health insurance coverage for employees;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement

13. *The contractor must possess all applicable professional and trade licenses required for performing the public works;*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

14. *The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete;*

    The City currently requires this as part of the City's current bidder's proof of responsibility. The City requires the bidder to submit a letter from their bank or other financial institution advising line of credit set up for the organization. Bidder also needs to provide a financial statement regarding their finances which shows their assets and liabilities. In addition, the City requires bidder to list all other work they currently have under contract including their equipment and staffing resources for the previous three (3) years. The bidders are required to provide total contract costs for these projects which provide a history of the contractor's capabilities when it comes to the workload.

15. *The contractor must be bondable for the terms of the proposed public works contract;*

    The City currently requires this as part of the City's current bidder's proof of responsibility. Bidder is required to provide name of their bonding company. In addition, the City requires

bonding for all public works projects per contract requirements and needs to submit these bonds in order for the contract to be executed.

16. *If required in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes regarding a contract of any amount is issued, then in order to be considered a responsible bidder, the contractor must have a record of satisfactorily completing a specific number of projects of similar size and complexity within the last specific number of years, with the required specific number of projects and years to be determined by the Purchasing Department prior to the Request for Bids or Request for Quotes being issued;*

    The City currently requires this as part of the City's current bidder's proof of responsibility. The City requires the bidder to provide all the projects they completed within the past three (3) years which includes the type of project, contract amount, and completion date. In addition, the bidder needs to submit their organization's experience in the construction of similar work for the project. This requirement goes beyond projects required to bid. It includes any project bid or subject to an RFP, meaning this requirement would apply to all those services the public works or other City departments send out (cleaning contracts, crack sealing, engineering design services, etc.).

17. *The contractor must have a history of satisfactorily completing projects. Criteria which will be considered in determining whether the contractor is a responsible bidder regarding satisfactorily completing projects may include, but are not limited to, whether the contractor has an acceptable past history of: a) completing contracts in accordance with drawings and specifications; b) diligently performing work and completing contracts in accordance with established time schedules, including any granted extensions of time; and c) fulfilling guarantee requirements of the contract documents; and*

    The City currently requires this as part of the City's current bidder's proof of responsibility. The City requires the bidder to provide all the projects they completed within the past three (3) years which includes the type of project, contract amount, and completion date. In addition, the bidder needs to submit their organization's experience in the construction of similar work for the project. The City also requires to the bidder to respond to questions if they have ever defaulted or failed to complete projects that have been awarded to them.

18. *The contractor must have, and diligently maintain, a written safety program.*

    This is not currently part of the City's bidder's proof of responsibility process. Please note the City may not be in a position to determine compliance with this requirement.

After reviewing the eighteen (18) requirements above: eight (8) currently are part of the City's bidder proof of responsibility process and/or contract requirements; ten (10) requirements are not currently part of the bidder's proof of responsibility process. Those that are not in the City's current process, the City may not be in a position to determine compliance with each specific requirement.

In researching the bidder's ordinance requirements requested, it appears the push for a responsible bidder ordinance is being done to offset the perceived negative impacts when the State repealed prevailing wages for workers on public works projects. The intent of eliminating the prevailing wage laws was to help municipalities save money on project costs. Staff feels introducing the requirements of the

responsible bidder's ordinance especially pertaining to apprenticeship program will increase the City project costs on public works contracts. In addition, it appears many communities that have adopted the bidder's ordinance requirement did not have any prior bidder prequalification requirements.

One of the UA 400 responsible bidder ordinance talking points refers to "While low cost is the first priority, value is also essential. You get what you pay for." In response to this, the City has an established prequalification process and employs full time staff to inspect and enforce City construction specifications and standards. Furthermore, if work is not completed pursuant to our plans and specifications we have measures in our contract requirements to take corrective actions and/or deductively bill for the repairs. Such measures incorporated into our contract general conditions as outline in our standard specifications are covered in the following subtitles:

- Removal of unauthorized and unacceptable materials and workmanship
- Owner may correct unacceptable work
- Responsibility for damage claims
- Contractor's Responsibility for work
- Suspension of Work
- Default on Contract
- Guarantee of Materials and Workmanship

In summary, the introduction of the bidder's ordinance requirements will increase City project costs and will require more staff time to review and oversee these requirements. The City currently has a bidder's proof of responsibility process that works. Staffs recommends not creating the responsible bidder's ordinance being requested and continue to use the current bidder's proof of responsibility and contract requirement processes.

CHAPTER 3
(Revised 06-25-2018)
COUNTY ADMINISTRATION

3.01 PUBLIC WORKS PROJECTS. (1) Public Work, How Done. All public work undertaken by Brown County or any agency thereof, including any contract for the construction, repair, remodeling, or improvement of any public work, building, or furnishing of supplies or materials of any kind where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder after review and approval by the appropriate oversight committee and the full County Board. Any public work, the estimated cost of which does not exceed $25,000, once the funds have been provided by the County Board by either the budgetary or transfer process, shall be let by contract after review and approval of the responsible county department. If the estimated cost of any public work is between $5,000 and $25,000, the County shall give a Class 1 notice under Ch. 985, Stats., before it contracts for the work or shall contract with a person qualified as a bidder under s. 66.0901(2), Stats. A contract, the estimated cost of which exceeds $25,000 shall be let and entered into under s. 66.0901, excepting that the County Board may by a three-fourths vote of all the members entitled to a seat, provide that any class of public work or any part thereof may be done directly by the County without submitting the same for bids. This subsection does not apply to highway contracts which the County Highway Officials or employees are authorized by law to let or make. (Sec. 59.52(29), Wis. Stats.)

(1)(a) Procedures for Change Orders to Public Works Contracts. Whenever it becomes necessary that a change order to a public works project contract be authorized on public work projects undertaken by Brown County or any agency thereof, the following procedures shall be utilized.

As provided in Sec. 59.52(29), Stats., and Sec. 66.0901, Stats., all public works contracts entered into by Brown County must be awarded to the lowest responsible bidder. In order to monitor any contract amendments causing changes in the contract price relating to change orders for work to be performed by the contractor selected, the Director of Facilities shall report all change orders to the relevant standing committee of the County Board of Supervisors. Those change orders which would change the cost of the public works project contract in excess of $10,000.00 or 25% of the contract price of the public works project, whichever is less, must receive prior approval of such appropriate standing committee.

The County Executive shall have the authority to authorize change orders in emergency situations without prior approval of such appropriate standing committee but upon conferral with the County Board Chair and Chairman of the appropriate standing committee. In those situations where the public works project is governed by other specific statutory authority, the procedures set forth herein do not apply.

(b) Bid Modifications. When the County bids a public work, pursuant to Sec. 59.52(29), Stats., and the low bidder wishes to increase its bid after the bids have been opened, the Administration Committee shall be informed of this request and shall consider the matter before a decision is made on awarding that portion of the bid.

(2) Public Emergencies. The provisions of subsection (1) above are not mandatory for the repair or reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the County Board, in which the public health or welfare of the county is endangered. If an emergency occurs at such time as the County Board is not in session, then the County Executive shall have the authority to authorize

emergency repairs until such time as the County Board convenes in regular or special session (Sec. 59.52(29), Wis. Stats.).

(3) Prevailing Wage Rate. (a) The County Clerk shall obtain from the Wisconsin Department of Workforce Development the prevailing wage rate, hours of labor, and hourly basic pay rates for each trade or occupation required in any public work project by Brown County.

(b) All contractors or sub-contractors on any Brown County public works project shall pay the prevailing wage rates, including overtime, as determined by the State Department Workforce Development, to all of their employees engaged on any such project.

(c) The Director of Facilities shall notify the County Clerk whenever a public work project begins or ends and the name of the contractors involved. Each contractor engaged upon a public work project shall file with the County Clerk, within 10 days after the close of each week, a weekly or payroll period report of all employees engaged in such project. Such report shall be made in a form specified by the County Clerk.

(4) Penalty. Any person violating any provisions of this section may be required to forfeit not less than $10 nor more than $200. The failure to pay the required wage to an employee for any one week or part thereof, or the failure to file the report in any one week, shall be deemed a separate offense.

(5) Responsible Bidder Criteria

(a) Purpose. Pursuant to Wisconsin Statutes Sections 66.0901 and 59.52(29), all public works contracts, including any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder. What constitutes a "responsible bidder" is a determination that requires the exercise of discretion by the county and its departments, officials and/or employees under reasonably consistent responsible bidder criteria, and this Ordinance is intended to provide that criteria.

(b) Definitions. In this section, the following definitions shall apply.

1. "Contractor" means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.

2. "Registered Apprenticeship Program" means an apprenticeship program that is currently registered with either a State or Federal governmental entity and that has a graduated apprentices~~s~~ to journeyperson job classification system process as well as a bonafide training program.

3. "Public Works Contract" includes any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000.

(c) Responsible Bidder Criteria. In order to be considered a responsible bidder by Brown County for purposes of being awarded a public works contract, the following criteria must be met:

1. The contractor must maintain a permanent place of business;

2. The contractor must be authorized to do business in the State of Wisconsin;

3. The contractor, agent, partner, employee and/or officer of the contractor, must not be debarred, suspended, or declared ineligible from contracting with any unit of federal, state or local government;

4. The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions);

5. The contractor must have adequate and appropriate:
   a) general liability insurance;
   b) automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and
   c) workers' compensation and unemployment insurance, except when the contractor does not have employees.

6. The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years;

7. Regarding a Public Works Contract estimated to be in excess of two million dollars, and if determined to be appropriate in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes is issued, then in order to be considered a responsible bidder, the contractor must participate in a Registered Apprenticeship Program;

8. The contractor must have a written substance abuse prevention program meeting the requirements of Wisconsin Statutes Section l03.503;

9. The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws;

10. lf the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation;

11. The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy;

12. The contractor must be in compliance with all laws regarding health

insurance coverage for employees;

13. The contractor must possess all applicable professional and trade licenses required for performing the public works;

14. The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete;

15. The contractor must be bondable for the terms of the proposed public works contract;

16. If required in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes regarding a contract of any amount is issued, then in order to be considered a responsible bidder, the contractor must have a record of satisfactorily completing a specific number of projects of similar size and complexity within the last specific number of years, with the required specific number of projects and years to be determined by the Purchasing Department prior to the Request for Bids or Request for Quotes being issued;

17. The contractor must have a history of satisfactorily completing projects. Criteria which will be considered in determining whether the contractor is a responsible bidder regarding satisfactorily completing projects may include, but are not limited to, whether the contractor has an acceptable past history of: a) completing contracts in accordance with drawings and specifications; b) diligently performing work and completing contracts in accordance with established time schedules, including any granted extensions of time; and c) fulfilling guarantee requirements of the contract documents; and

18. The contractor must have, and diligently maintain, a written safety program.

(d) No Restriction on Discretion. If information is discovered or comes into the possession of the county or a county department, official and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract and is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

3.02 CORPORATION COUNSEL. There is hereby established the position of Corporation Counsel, in and for Brown County.

3.03 EMERGENCY MEDICAL SERVICES COUNCIL. (1) Emergency Medical Services Council. The Brown County Emergency Medical Services Council is hereby established pursuant to all applicable state laws and administrative codes and is hereafter referred to as the EMS Council.

CITY OF DE PERE
MEMO

To: Michael J. Walsh, MAyor
Larry Delo, City Administrator
From: Judy Schmidt-Lehman, City Attorney
Date: January 15, 2020
RE: **Brown County Public Works Ordinance – Responsible Bidder Criteria**

State laws require local units of government to award public works contracts to "…the lowest responsible bidder." In addition to being allowed to require proof of financial responsibility from bidders, municipalities are permitted to include in any public works contract "reasonable and lawful conditions" as to:

- Hours of labor, wages, residence
- Character and classification of workers to be employed

Municipalities may also classify contractors as to financial responsibility, competency and ability to get work done and create a classified list of contractors to select from.

Brown County Ordinance Section 3.01(5) sets forth 18 different criteria Brown County is to use in determining if a bidder is a "responsible bidder". Three criteria relate to financial ability to perform (#s 5, 14 and 15), two (#s 3 and17) relate to classification of workers to be employed, two (#s 3 and17) relate to ability to perform/competence, and two criteria appear specific to Brown County and an apprenticeship program. The remaining 9 criteria relate to compliance with other laws, such as EEOC regulations, having a written substance abuse program, Davis-Bacon compliance, having all required trade and professional licenses, and the like.

City ordinance currently requires bidders to pre-qualify financial ability in order to be eligible to bid on city project. The city has not developed criteria different than state law to determine a bidder's competence/responsibility to perform the work. In my experience, the Board of Public Works has determined one bidder to be an "incompetent bidder" based upon unacceptable work on a city project.

The Council could determine it is in the public interest for the city to enact an ordinance with specific criteria to use in determining if a bidder is a "responsible" under state law, particularly if those criteria relate to hours of labor, wages, and ability to perform the work. In my opinion, however, in addition to questionable statutory authority, it will be difficult to meaningfully use compliance with other laws to determine competence or responsibility; the City certainly would not be in a position to determine non-compliance with any of these other laws absent action by that enforcing agency.

Please let me know if you would like any additional information.

Responsible Bidder Ordinance Talking Points

- Wisconsin law mandates public contracts be let to "lowest ***responsible*** bidder," but what constitutes a "responsible" bidder is not well defined in the statutes
- Municipalities have discretion to determine who is a "responsible" bidder
- Statutes allow municipalities to require a sworn statement as to the bidder's "responsibility" prior to submitting a bid
- Ordinance will ensure that uniform criteria is used to determine who is a "responsible" bidder
- Gives the municipality greater protection from suit by the "non-responsible" low bidder who is not awarded a contract because criteria is known and applied to all bidders
- Criteria creates a level playing field for all bidders
- Apprenticeship requirement is for the protection and welfare of the public because
    - aging trades population means action is needed to train next generation
    - public should invest in companies that invest in our workforce through training programs
    - properly trained employees building our public facilities protect public safety and help ensure quality end product
- While low cost is the first priority, value is also essential. You get what you pay for.
- Most of the criteria in the model ordinance merely requires a bidder to confirm that they are, and have been recently, in compliance with employment and labor laws, OSHA safety standards, unemployment and worker's compensation requirements, etc.
    - If a contractor doesn't comply with the law, they should not be awarded a public contract
    - If a contractor cheats the system by failing to pay worker's compensation or unemployment insurance, they should not be rewarded with taxpayer dollars of a public contract
- Prevailing wage law protected municipalities against bidders using cutthroat and even illegal wage policies to win public contracts
    - Starting on 1/1/17, no municipal prevailing wage law
    - Race to the bottom for wages is inevitable
    - Responsible bidder criteria helps fill this gap somewhat, although risk cannot be avoided entirely

CITY OF DE PERE - BOARD OF PUBLIC WORKS

PREQUALIFICATION OF CONTRACTOR

This statement, submitted by the undersigned to the Board of Public Works of the City of De Pere, is made in accordance with Wis.Stats.§66.0901. It is understood that the contents of this statement shall be confidential and shall not be disclosed except upon the written order of the undersigned; or for necessary use by the Board of Public Works in qualifying the undersigned; or in cases of action against, or by the undersigned or the City of De Pere.

The undersigned, being duly sworn, does depose and say that they are an authorized representative of

_____ and on

behalf of same submits the statement to obtain approval for bidding on construction projects in

20_____ for the following:

_____concrete paving	_____storm sewer
_____asphalt paving	_____sanitary sewer
_____curb and gutter	_____watermains
_____sidewalks	_____ _____
_____grading	_____ _____

Complete all of the following items; if not applicable, print N/A.

1. Name of Bidder _____

2. Bidder's address _____

_____

3. Any questions regarding information provided on this form should be directed to

_____ at (_____) _____
Area code Telephone number

_____
Fax number Mobile number

4. Type of organization (check one): Corporation _____

Partnership _____ Individual _____ Joint Venture _____

Other _____. If other, attach a brief statement describing the organization.

5. When organized? _____

6. If a corporation, when and where incorporated _____

_____.

7. Attach a statement listing the corporate officers, partners or other principal members of your organization and detailing the background and experience of the principal members of your personnel, including the officers.

8. How many years has your organization been engaged in the contracting business under the

present firm name? _____.

9. General character of work performed by your firm _____

_____.

10. Attach a list of contracts on hand, for both public and private construction, including for each contract: the class of work; the contract amount; the percent completed; the estimated completion date; and the name and address of the owner or contracting officer.

11. Has your organization ever defaulted on a contract or failed to complete any work awarded to it? _____. If so, attach a statement explaining where and why.

12. Has any officer or partner of your organization been an officer or partner of some other organization within the past 10 years that failed to complete a construction contract during that period? _____ . If so, attach a statement indicating the name of individual, other organization and reason therefore.

13. Has any officer or partner of your organization within the past 10 years failed to complete a construction contract handled in his or her own name? _____. If so, attach a statement indicating the name of individual, name of owner and reason therefore.

14. Attach a list of the major projects your organization has completed within the past 3 years, including for each project; the class of work; the contract amount; the completion date; and the name and address of the owner or contracting officer.

15. Attach a list of the major equipment which is available to your organization for the proposed work.

16. Attach a statement of your organization's experience in the construction of work similar in nature and importance to this project.

17. Credit available _____
Attach a letter from your bank(s) or other financial institution(s) advising line of credit set up for your organization.

18. Name of Bonding Company and name, address and telephone number of agent:

_____

_____

19. Financial Statement.

Condition at close of business on _____, 20_____.

A. Cash _____

B. Accounts receivable _____

C. Real estate equity _____

D. Materials in stock _____

E. Equipment, book value _____

F. Furniture and fixtures book value _____

G. Other assets _____

TOTAL ASSETS _____

Liabilities

H. Accounts, notes and interest payable _____

I. Other liabilities _____

TOTAL LIABILITIES _____

NET WORTH _____

20. Additional information may be submitted if desired.

Dated at _____ this _____ day of

_____, 20____.

Name of organization _____

By: _____

Title: _____

State of _____)
)ss.
County of _____)

_____ being duly sworn says that they are

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements contained herein and in the attachments are true and correct.

Signed _____

Subscribed and sworn to before me

this day of _____, 20_____.

_____
Notary Public

My commission expires _____.

2020 Bidder Survey

Consider Ald. Hansen's Request for Responsible Bidder's Ordinance

Monday, January 11, 2021

Company Name **Address Line 1** **Address Line 2** **Email (*if provided*)**	**Contact Name** **Telephone** **Fax** **Mobile**	**Union Contractor?**	**Apprenticeship Program?**
Advance Construction, Inc. 2141 Woodale Avenue Green Bay, WI 54313 	Glenn Joski 920-434-3978 920-434-6228 	No	No
Carl Bowers & Sons Construction Company, Inc. N1844 Maloney Rd. Kaukauna, WI 54130 	Bill Bowers 920-766-2629 920-766-5929 920-419-4950	No	Yes
David Tenor Corporation 2759 Dewey Decker Drive Green Bay, WI 54313 david.tenor.dtc@gmail.com	David Tenor 920-360-9246 920-857-3248 920-360-9246	No	No
De Groot, Inc. 4201 Champion Rd Green Bay, WI 54311 mark@degrootinc.com	Mark De Groot 920-866-2348 920-866-2361 920-621-3791	No	No
Dorner, Inc. E506 Luxemburg Rd, PO Box 129 Luxemburg, WI 54217 todd.dorner@dornerinc.com	Todd Dorner 920-845-2442 920-845-2458 	No	No
Feaker & Sons Company, Inc. P.O. Box 5817 De Pere, WI 54115 feaker@att.net	Randy Feaker 920-336-3344 920-336-1452 	No	No
Jossart Brothers, Inc. 1682 Swan Road De Pere, WI 54115 jessej@jossartbrothers.com	Jesse Jossart 920-339-8500 920-339-5200 920-371-0839	No	No
Kruczek Construction, Inc. 3636 Kewaunee Rd. Green Bay, WI 54311 wallyk@kruczekinc.com	Wally Kruczek 920-863-6841 920-863-2771 920-655-3801	No	No
PTS Contractors, Inc. 4075 Eaton Road Green Bay, WI 54311 jpetasek@PTSContractors.net	Jeannie Petasek 920-468-5217 920-468-4087 920-371-4730	No	No

2020 Bidder Survey

Consider Ald. Hansen's Request for Responsible Bidder's Ordinance

Monday, January 11, 2021

Company Name **Address Line 1** **Address Line 2** **Email (*if provided*)**	**Contact Name** **Telephone** **Fax** **Mobile**	**Union Contractor?**	**Apprenticeship Program?**
Superior Sewer and Water, Inc. 1801 Deer Trail Luxemburg, WI 54217 chad.dorner@gmail.com	Chad Dorner 920-866-1449 920-621-3504	Yes	Yes, through the Union upon request.
Triple P. Inc. DBA Peters Concrete Company 1516 Atkinson Dr. Green Bay, WI 54303 duke@petersconcrete.com	James Peters Jr. 920-494-3700 920-494-5475 	No	Yes, pursuant to WisDOT Bidding Practices
Van Straten Construction Company, Inc. 2117 South Oneida Street Green Bay, WI 54304 	Kevin Van Straten 920-497-1664 920-497-5041 920-660-9887	Yes	Yes, through the Union upon request.
Vinton Construction Company 1322 33rd Street, PO Box 137 Two Rivers, WI 54241 jreimer@vintonwis.com	Julie M. Reimer 920-682-0375 920-682-2838 	Yes	Yes, through the Union upon request.
Woleske Construction Company, Inc. 1827 East Washington Ave., Unit 167 Madison, WI 53704 jwoleske@gmail.com	Joseph E. Woleske 920-660-1115 920-497-9880 	No	No
Wood Sewer & Excavating, Inc. E9238 County Road X New London, WI 54961 	Greg L Wood 920-982-7721 920-982-7809 920-850-4191	No	No
	SUMMARY	**3/15 YES 20%**	**5/15 YES 33%**

DE PERE SM

Ald. Jonathon Hansen – District 2

(920) 425-4265 jhansen@deperewi.gov

***Memo Re*: Proposed Responsible Bidder Ordinance**

***Date Drafted*: February 2, 2021**

***For*: Board of Public Works Meeting – February 8, 2021**

State law requires municipalities to award public works contracts to the "lowest responsible bidder", but gives counties and municipalities discretion to determine what constitutes a "responsible bidder". As part of their contractor vetting process, local governments may establish a set of requirements that contractors must meet in order to be considered a "responsible bidder". Only contractors that meet the criteria set forth by the local government is eligible to be considered for a public works project.

I am requesting that the Board of Public Works consider adopting the exact same criteria for defining a "responsible bidder" that Brown County Government and the City of Green Bay currently have in place for public works contractors (Brown County does exempt county highway projects from their ordinance, although per Brown County Purchasing Department, approximately 60% of their projects are still covered under the responsible bidder ordinance). Brown County and Green Bay's responsible bidder ordinances feature the same 18 requirements to determine contractor eligibility. The City of Green Bay passed their ordinance in July 2020 on a unanimous vote (12-0), and Brown County passed their ordinance in June 2018, also on a unanimous vote (26-0).

The City of De Pere currently has a "prequalification" process for public works contractors. This process already covers 8 of the 18 criteria that are found in the Brown County/Green Bay responsible bidder ordinance. Most of the other 10 requirements involve the contractors affirming that they comply with various federal and state laws, and adhere to basic employee protections as it relates to safety and benefits.

Here are the 10 criteria that are not currently covered by the City of De Pere's "prequalification" process, but which would be covered if this ordinance was adopted:

#4) *The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).*

The Equal Opportunity Employer provisions prohibit, as a matter of federal law, discrimination based on "race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, disability, age (age 40 or older), or genetic information". The City should not be doing business with contractors that fail to follow these laws. Prospective contractors could be required to affirm on their bid application that they comply with these laws as a condition for receiving a City project.

6) The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years.

This provision requires contractors to have complied with federal prevailing wage laws, as set forth in Davis-Bacon Act, over the past five years. In terms of local and state projects, as of September 2017, Wisconsin statute precludes the imposition of prevailing wage requirements on local and state projects, so by September 2022, this provision will no longer apply as it relates to local and state projects (and until then, it would require that contractors complied with prevailing wage laws before the repeal of prevailing wage in September 2017, but because of the five year window, that would still only cover 2016 – Sept. 2017). Contractors could be required to simply affirm on their bid application that they have followed prevailing wage laws over the past 5 years.

7*. Regarding a Public Works Contract estimated to be in excess of two million dollars, and if determined to be appropriate in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes is issued, then in order to be considered a responsible bidder, the contractor must participate in a Registered Apprenticeship Program.*

The vast majority of the City's public works projects are under $2 million (see Scott's memo for exceptions), so most City projects would not be subject to this requirement (the City also occasionally gets bids over $2 million for projects that end up being less than $2 million, but these contractors are not selected anyway due to their high bids). Moreover, both Green Bay and Brown County provide an opt-out clause that allows the Purchasing Department (in the case of Brown County) or the Public Works Director (in the case of Green Bay) to waive this requirement if they deem it not appropriate for a given project. De Pere's Public Works Director would be extended the same discretion.

In terms of why requiring an apprenticeship program serves the public good: An apprenticeship program is a long-term investment that helps ensure a highly trained and skilled workforce for years to come. Many of the apprentices will continue to work on public works projects in this area in subsequent years, including future City of De Pere projects. Moreover, while apprentices may not yet be as efficient as regular employees, they still perform useful work on the project itself, so the contractor is still getting a productivity return on their payroll expense.

8*. The contractor must have a written substance abuse prevention program meeting the requirements of Wisconsin Statutes Section l03.503.*

This provision simply requires contractors to comply with existing Wisconsin statute that requires employers to have a written substance abuse prevention program. The onus would be on the contractor to furnish proof of their written program as part of their bid application.

9*. The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws.*

This provision simply requires that a contractor comply with state and federal laws that prohibit employers from improperly designating their employees as "independent contractors" in order to unlawfully deny them proper benefits, etc. Contractors could be required to affirm their adherence to this provision as part of their bid application.

10. ***If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation.***

If a contractor has been subject to an order or judgment concerning potentially improper past employment practices, it is in the City's interest to know this information, and to require copies of the order/judgement in order to make an informed decision about whether to accept a bid from that contractor.

11) The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy.

Contractors are legally required to provide a workers' compensation policy, so this provision simply ensures they are offering this basic right to their employees.

12) ***The contractor must be in compliance with all laws regarding health insurance coverage for employees.***

This is another provision that simply requires contractors to comply with state and federal laws in terms of providing an employee benefit that they are legally obligated to offer.

13. ***The contractor must possess all applicable professional and trade licenses required for performing the public works.***

It is in the City's interest to verify that contractors have all applicable professional and trade licenses in order to prevent poor quality work from being done by contractors that are not properly licensed.

18) ***The contractor must have, and diligently maintain, a written safety program.***

It is in the City's interest to ensure that contractors have a written plan to adhere to basic safety guidelines. The onus would be on the contractor to provide this plan as part of their bid application.

In short, with the exception of the apprenticeship program, the additional 10 requirements that are not currently part of the City's pre-qualification process would strengthen the vetting process that is used by the City to evaluate public works contractors. It would ensure that the City only does business with contractors that comply with various federal and state laws as it relates to employment practices, and ensure that contractors meet basic licensing requirements.

There have been a couple of examples in recent years of the City running into issues with contractors. Please see Judy's email regarding a case from 2011. In 2016, the City had issues with a subcontractor performing major street reconstruction work around American Blvd, which resulted in the pavement deteriorating sooner than it should have. The City is still trying to repair the damage and recoup the costs. The responsible bidder ordinance does not apply to subcontractors, however, so that may not have prevented this situation, although an argument can be made that a general contractor still bears some degree of responsibility for substandard work performed by the subcontractors that they have brought on board to work under them.

Staff has also expressed concern with the time it would take to undergo this more thorough vetting process, as well as how to determine whether a contractor complies with the criteria. However, unless a contractor is not interested in doing public works projects for Brown County Government or the City of Green Bay, they should already be familiar with these requirements. Brown County Senior Purchasing Buyer, Mr. Dale DeNamur, has stated that "*most contractors are familiar with this document [the responsible bidder ordinance]. The required info is needed 5 days prior to bid due date. It has so far been minimal regarding staff time*."

Moreover, many of the requirements could simply involve the contractor affirming their compliance with the requirement as part of their bid application process, which is what is done in Brown County. Brown County also requires that the bid application be notarized. Moreover, if it later turns out that a contractor falsified an affirmative answer in regards to these requirements on their application, it would provide the City with stronger recourse by which to seek legal remedy. For the written safety and substance abuse prevention programs, the onus would be on the contractor, not City staff, to furnish proof of these programs, so it should not consume a disproportionate amount of staff time.

Ultimately, while a more rigorous vetting process may take some extra time on the front end, it can save headaches and taxpayer money on the backend if it helps prevent an unreliable contractor from obtaining a project that they subsequently provide poor quality work on.

Finally, adopting this ordinance would provide a consistent approach for this area in terms of vetting contractors. If Brown County and the two biggest cities in Brown County (Green Bay and De Pere) all follow the same vetting requirements, that would simplify the bidding process for contractors. Although this ordinance would add additional requirements on the contractors as part of their application process, it would be offset for the contractor by the ease of them now being able to submit the same bid applications for whenever they apply for Brown County, De Pere, and Green Bay public works projects.

Thank you for your time and consideration.

###

Larry Delo

Actions

To: Jonathon Hansen

Cc: Judy Schmidt-Lehman

Thursday, January 28, 2021 4:28 PM

Jonathon:

Scott just sent the following updates to Scott's comments:

We also recently had a new subdivision that exceeded $2,000,000.

I went through really quick and opened the bid tabs for the larger projects for the past three (3) years and we have had 2-3 projects each exceeding $2,000,000.

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@deperewi.gov

Larry Delo

Actions

In response to the message from Jonathon Hansen, Thu 1/28

To: Jonathon Hansen

Cc: Judy Schmidt-Lehman

Thursday, January 28, 2021 4:17 PM

Hello Jonathon:

I received the following response from Scott regarding recent projects that exceeded $2 million. Please let me know if you need any additional information.

Our larger utility relay / reconstruction projects push $2,000,000 or more to complete. We have these types of projects every year.

In the past ten years we have had some large industrial street projects that have exceeded this as well when we reconstructed the concrete streets.

The Lawrence Drive Roundabout probably was just over $2,000,000 for final construction costs.

The pool project exceeded $2,000,000.

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@deperewi.gov

Prevailing Wage

Judy Schmidt-Lehman

Actions

To: Jonathon Hansen

Cc: James Boyd; Larry Delo; Scott Thoresen

Thursday, January 28, 2021 9:02 AM

Hello Jonathon. Below is the statutory provision the state legislature adopted under 2015 Wisconsin Act 55 (budget bill) . This language pre-empts local prevailing wage requirements and declares void any such local laws then existing.

Wis. Stats.§ 66.0903 Prevailing wage.

(1m) STATEWIDE CONCERN; UNIFORMITY.

(b) The legislature finds that the enactment of ordinances or other enactments by local governmental units requiring laborers, workers, mechanics, and truck drivers employed on projects of public works or on publicly funded private construction projects to be paid the prevailing wage rate and to be paid at least 1.5 times their hourly basic rate of pay for hours worked in excess of the prevailing hours of labor would be logically inconsistent with, would defeat the purpose of, and would go against the repeals of s. 66.0904, 2009 stats., and s. 66.0903 (2) to (12), 2013 stats. Therefore, this section shall be construed as an enactment of statewide concern for the purposes of facilitating broader participation with respect to bidding on projects of public works, ensuring that wages accurately reflect market conditions, providing local governments with the flexibility to reduce costs on capital projects, and reducing spending at all levels of government in this state.

(c) A local governmental unit may not enact and administer an ordinance or other enactment requiring laborers, workers, mechanics, and truck drivers employed on projects of public works or on publicly funded private construction projects to be paid the prevailing wage rate and to be paid at least 1.5 times their hourly basic rate of pay for hours worked in excess of the prevailing hours of labor or any similar ordinance or enactment. Any such ordinance or other enactment that is in effect on July 1, 2011, is void.

History: 1971 c. 154, 307; 1973 c. 181; 1977 c. 29; 1985 a. 159; 1989 a. 56, 228; 1991 a. 316;1993 a. 112, 399; 1995 a. 27 ss. 3318, 3319,9130 (4); 1995 a. 215; 1997 a. 3, 35; 1999 a. 70;1999 a. 150 s. 335; Stats. 1999 s. 66.0903; 1999 a. 186 ss. 51 to 60; 2009 a. 28, 276; 2011 a. 32,259; 2015 a. 55; 2017 a. 59.

Let me know if you need any additional information.

Judy

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115
(920) 339-4042
jschmidt-lehman@deperewi.gov

June 20, 2018

ALTERNATE VERSION
AN ORDINANCE TO CREATE SUBSECTION 3.01(5) (RESPONSIBLE BIDDER CRITERIA) OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection 3.01(5) of Chapter 3 of the Brown County Code of Ordinances is hereby created as follows:

(5) Responsible Bidder Criteria

(a) Purpose. Pursuant to Wisconsin Statutes Sections 66.0901 and 59.52(29), all public works contracts, including any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder. What constitutes a "responsible bidder" is a determination that requires the exercise of discretion by the county and its departments, officials and/or employees under reasonably consistent responsible bidder criteria, and this Ordinance is intended to provide that criteria.

(b) Definitions. In this section, the following definitions shall apply.

1. "Contractor" means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.

~~2.~~ "~~Class A~~ Registered Apprenticeship Program" means an apprenticeship program that is currently registered with ~~approved by~~ either a State or Federal governmental entity ~~the U.S. Department of Labor or a state apprenticeship agency~~ and that has a graduated apprentices to journeyperson job classification system process ~~status~~ as well as a bonafide training program. ~~for three (3) years. In addition, a new apprenticeship program that has been registered with the federal or state government within the last three (3) years will be considered a Class A Apprenticeship Program, provided that such new program graduates to journeyperson status within the indenture period and has a bonafide training program.~~

3. "Public Works Contract" includes any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000.

(c) Responsible Bidder Criteria. In order to be considered a responsible bidder by Brown County for purposes of being awarded a public works contract, the following criteria must be met:

1. The contractor must maintain a permanent place of business;

2. The contractor must be authorized to do business in the State of Wisconsin;

3. The contractor, agent, partner, employee and/or officer of the

contractor, must not be debarred, suspended, ~~proposed for debarment~~ or declared ineligible from contracting with any unit of federal, state or local government;

4. The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions);

5. The contractor must have adequate and appropriate:
   a) general liability insurance;
   b) automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and
   c) workers' compensation and unemployment insurance, except when the contractor does not have employees.

6. The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years;

7. ~~Regarding a Public Works Contract estimated to be in excess of two million dollars, or if~~ Regarding a Public Works Contract estimated to be in excess of two million dollars, and if ~~If required~~ determined to be appropriate in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes ~~regarding a contract of any amount~~ is issued, then in order to be considered a responsible bidder, the contractor must participate in a ~~Class A~~ Registered Apprenticeship Program;

8. The contractor must have a written substance abuse prevention program meeting the requirements of Wisconsin Statutes Section l03.503;

9. The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws;

10. If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation;

11. The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy;

12. The contractor must be in compliance with all laws regarding health insurance coverage for employees;

13. The contractor must possess all applicable professional and trade licenses required for performing the public works;

14. The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently

under contract to complete;

15. The contractor must be bondable for the terms of the proposed public works contract;

16. If required in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes regarding a contract of any amount is issued, then in order to be considered a responsible bidder, ~~The~~ the contractor must have a record of satisfactorily completing ~~at least two (2)~~ a specific number of projects of similar size and complexity within the last ~~five (5)~~ specific number of years, with the required specific number of projects and years to be determined by the Purchasing Department prior to the Request for Bids or Request for Quotes being issued;

17. The contractor must have a history of satisfactorily completing projects. Criteria which will be considered in determining whether the contractor is a responsible bidder regarding satisfactorily completing projects may include, but are not limited to, whether the contractor has an acceptable past history of: a) completing contracts in accordance with drawings and specifications; b) diligently performing work and completing contracts in accordance with established time schedules, including any granted extensions of time; and c) fulfilling guarantee requirements of the contract documents; and

18. The contractor must have, and diligently maintain, a written safety program.

(d) No Restriction on Discretion. If information ~~in~~ is discovered or comes into the possession of the county or a county department, official and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract and is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

Section 2 - This Ordinance Amendment shall become effective upon passage and publication pursuant to law.

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

6/25/18
COUNTY EXECUTIVE (Date)

6-22-18
COUNTY CLERK (Date)

06/20/18
COUNTY BOARD CHAIRMAN

COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel
Approved by: Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____
Voice Vote Taken

Motion made by Supervisor Lund

Seconded by Supervisor Sieber

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast 26

Motion: Adopted ✓ Defeated _____ Tabled _____

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

KATHRYN ROELLICH

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 06-06-2018

REQUEST TO: Executive Committee, and County Board

MEETING DATE: 06-11-2018; and 06-20-2018, respectively

REQUEST FROM: Dave Hemery, Corp Counsel

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: *ALTERNATE VERSION*
AN ORDINANCE TO CREATE SUBSECTION 3.01(5) (RESPONSIBLE BIDDER CRITERIA) OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES

ISSUE/BACKGROUND INFORMATION:

The County Board was presented with a Responsible Bidder Ordinance at its last meeting, and referred it back to Exec Comm. On Monday, 06-11-2018, the Exec Comm will have the version that was referred back before it, and this is an ALTERNATE VERSION that addresses concerns raised by the County Board to also go before the Exec Comm for consideration on 06-11-2018.

ACTION REQUESTED:

Review, approve and forward to County Board.

FISCAL IMPACT:

NOTE: *Fiscal Impact: This ordinance does not require an appropriation from the General Fund.*

1. Is there a fiscal impact? ☐ Yes ☒ No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☒ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

CHAPTER 3
(Revised 09-26-2019)
COUNTY ADMINISTRATION

3.01 PUBLIC WORKS PROJECTS. (1) Public Work, How Done. All public work undertaken by Brown County or any agency thereof, including any contract for the construction, repair, remodeling, or improvement of any public work, building, or furnishing of supplies or materials of any kind where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder after review and approval by the appropriate oversight committee and the full County Board. Any public work, the estimated cost of which does not exceed $25,000, once the funds have been provided by the County Board by either the budgetary or transfer process, shall be let by contract after review and approval of the responsible county department. If the estimated cost of any public work is between $5,000 and $25,000, the County shall give a Class 1 notice under Ch. 985, Stats., before it contracts for the work or shall contract with a person qualified as a bidder under s. 66.0901(2), Stats. A contract, the estimated cost of which exceeds $25,000 shall be let and entered into under s. 66.0901, excepting that the County Board may by a three-fourths vote of all the members entitled to a seat, provide that any class of public work or any part thereof may be done directly by the County without submitting the same for bids. This subsection does not apply to highway contracts which the County Highway Officials or employees are authorized by law to let or make. (Sec. 59.52(29), Wis. Stats.)

(1)(a) Procedures for Change Orders to Public Works Contracts. Whenever it becomes necessary that a change order to a public works project contract be authorized on public work projects undertaken by Brown County or any agency thereof, the following procedures shall be utilized.

As provided in Sec. 59.52(29), Stats., and Sec. 66.0901, Stats., all public works contracts entered into by Brown County must be awarded to the lowest responsible bidder. In order to monitor any contract amendments causing changes in the contract price relating to change orders for work to be performed by the contractor selected, the Director of Facilities shall report all change orders to the relevant standing committee of the County Board of Supervisors. Those change orders which would change the cost of the public works project contract in excess of $10,000.00 or 25% of the contract price of the public works project, whichever is less, must receive prior approval of such appropriate standing committee.

The County Executive shall have the authority to authorize change orders in emergency situations without prior approval of such appropriate standing committee but upon conferral with the County Board Chair and Chairman of the appropriate standing committee. In those situations where the public works project is governed by other specific statutory authority, the procedures set forth herein do not apply.

(b) Bid Modifications. When the County bids a public work, pursuant to Sec. 59.52(29), Stats., and the low bidder wishes to increase its bid after the bids have been opened, the Administration Committee shall be informed of this request and shall consider the matter before a decision is made on awarding that portion of the bid.

(2) Public Emergencies. The provisions of subsection (1) above are not mandatory for the repair or reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the County Board, in which the public health or welfare of the county is endangered. If an emergency occurs at such time as the County Board is not in session, then the County Executive shall have the authority to authorize

emergency repairs until such time as the County Board convenes in regular or special session (Sec. 59.52(29), Wis. Stats.).

(5) Responsible Bidder Criteria

(a) Purpose. Pursuant to Wisconsin Statutes Sections 66.0901 and 59.52(29), all public works contracts, including any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder. What constitutes a "responsible bidder" is a determination that requires the exercise of discretion by the county and its departments, officials and/or employees under reasonably consistent responsible bidder criteria, and this Ordinance is intended to provide that criteria.

(b) Definitions. In this section, the following definitions shall apply.

1. "Contractor" means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.

2. "Registered Apprenticeship Program" means an apprenticeship program that is currently registered with either a State or Federal governmental entity and that has a graduated apprentices to journeyperson job classification system process as well as a bonafide training program.

3. "Public Works Contract" includes any contract for the construction, repair, remodeling or improvement of any public work, building, or furnishing of supplies or material of any kind where the estimated cost of such work will exceed $25,000.

(c) Responsible Bidder Criteria. In order to be considered a responsible bidder by Brown County for purposes of being awarded a public works contract, the following criteria must be met:

1. The contractor must maintain a permanent place of business;

2. The contractor must be authorized to do business in the State of Wisconsin;

3. The contractor, agent, partner, employee and/or officer of the contractor, must not be debarred, suspended, or declared ineligible from contracting with any unit of federal, state or local government;

4. The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions);

5. The contractor must have adequate and appropriate:
   a) general liability insurance;
   b) automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and

c) workers' compensation and unemployment insurance, except when the contractor does not have employees.

6. The contractor must have complied with all provisions of any prevailing wage laws and federal Davis-Bacon related Acts, and the rules and regulations therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years;

7. Regarding a Public Works Contract estimated to be in excess of two million dollars, and if determined to be appropriate in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes is issued, then in order to be considered a responsible bidder, the contractor must participate in a Registered Apprenticeship Program;

8. The contractor must have a written substance abuse prevention program meeting the requirements of Wisconsin Statutes Section l03.503;

9. The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws;

10. lf the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment for the county to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide said documentation;

11. The contractor's employees who will perform work on the project must be covered under a current workers' compensation policy and must be properly classified under such policy;

12. The contractor must be in compliance with all laws regarding health insurance coverage for employees;

13. The contractor must possess all applicable professional and trade licenses required for performing the public works;

14. The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete;

15. The contractor must be bondable for the terms of the proposed public works contract;

16. If required in the discretion of the Brown County Purchasing Department at the time a Request for Bids or Request for Quotes regarding a contract of any amount is issued, then in order to be considered a responsible bidder, the contractor must have a record of satisfactorily completing a specific number of projects of similar size and complexity within the last specific number of years, with the required specific number of projects and years to be determined by the Purchasing Department prior to the Request for Bids or

Request for Quotes being issued;

17. The contractor must have a history of satisfactorily completing projects. Criteria which will be considered in determining whether the contractor is a responsible bidder regarding satisfactorily completing projects may include, but are not limited to, whether the contractor has an acceptable past history of: a) completing contracts in accordance with drawings and specifications; b) diligently performing work and completing contracts in accordance with established time schedules, including any granted extensions of time; and c) fulfilling guarantee requirements of the contract documents; and

18. The contractor must have, and diligently maintain, a written safety program.

(d) No Restriction on Discretion. If information is discovered or comes into the possession of the county or a county department, official and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract and is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

3.02 CORPORATION COUNSEL. There is hereby established the position of Corporation Counsel, in and for Brown County.

3.03 EMERGENCY MEDICAL SERVICES COUNCIL. (1) Emergency Medical Services Council. The Brown County Emergency Medical Services Council is hereby established pursuant to all applicable state laws and administrative codes and is hereafter referred to as the EMS Council.

(2) Statement of Purpose. (a) The primary purpose, power and duty of the EMS Council is as follows: The EMS Council is hereby established to coordinate-resources for emergency medical services.

(b) Subject to overall supervision by the County Board and County Executive the EMS Council shall have the following duties:

1. The EMS Council shall have responsibility for the evaluation and coordination of a comprehensive system for the delivery of EMS within Brown County.

2. The EMS Council shall advise the County Board of Supervisors of the needs for improved emergency medical services, of the status of existing programs designed to meet those needs and to recommend new programs and services as needed.

3. The EMS Council shall review pertinent data and projections to help in the county planning process, indicate the need for particular legislation and shall make available to the County Board of Supervisors through the Public Safety Committee and other committees when appropriate, the information and research relating to the effects of proposed legislation.

4. The EMS Council shall render appropriate technical assistance to ambulance service providers operating within Brown County, subject to their individual EMS Operational Plans.

Reply Reply All Forward

RE: GB & Brown Co. Responsible Bidder Ordinances

DeNamur, Dale C. [Dale.DeNamur@browncountywi.gov]

To: Jonathon Hansen

Cc: Gerbers, Gregory A. [gregory.gerbers@browncountywi.gov]

Wednesday, February 3, 2021 9:26 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jonathon,

Please see my replies below in red font.

Sincerely,
Dale C. DeNamur, CPPB
Brown County Purchasing
Senior Buyer
Northern Building 5th Floor
305 E. Walnut Street
Green Bay, WI 54301

President
WI Association for Public Procurment (WAPP)

Office: (920) 448-4049

dale.denamur@browncountywi.gov

From: Jonathon Hansen <jhansen@deperewi.gov>
Sent: Tuesday, February 2, 2021 11:14 PM
To: DeNamur, Dale C. <Dale.DeNamur@browncountywi.gov>
Subject: FW: GB & Brown Co. Responsible Bidder Ordinances

Hi Dale,

I am sorry we have not been able to connect via phone regarding the responsible bidder ordinance. My main questions are the following:

1) Given that Brown County highway projects are exempt from the ordinance, what percentage of your projects are subject to the responsible bidder ordinance? For the public works project that our department handles I would say it applies to around 60% of the projects.

2) Staff is concerned about the time it might take to verify that contractors meet the 18 requirements (8 of which are already part of De Pere's "pre-qualification" process). Just wondering if you have seen an uptick in staff time devoted to the contractor vetting process since this ordinance was adopted, or if most contractors are already familiar with the requirements and provide the necessary documentation upfront. Most contractors are familiar with this document. The required info is needed 5 days prior to bid due date. It has so far been minimal regarding staff time.

3) For the requirements that require contractors to comply with various federal and state laws, or to affirm that they do not have any order/claim against them regarding past employment practices, do you typically just require the contractor to affirm their compliance, under legal penalty, as part of their bid application? Yes, and the document they submit must be notarized.

If you would rather discuss over the phone, my cell phone is 920-425-4265.

Thanks!

Jonathon

GENERAL ORDINANCE NO. 19-20

AN ORDINANCE CREATING SECTION 9.17, GREEN BAY MUNICIPAL CODE, RELATING TO RESPONSIBLE BIDDER CRITERIA

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.17, Green Bay Municipal Code, is hereby created to read:

Sec. 9.17. Responsible Bidder Criteria

(1) *Purpose*. Pursuant to Wis. Stat. §§ 66.0901 and 62.15, all public works contracts, including any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed $25,000, shall be let by contract to the lowest responsible bidder. What constitutes a "responsible bidder" is a determination that requires the exercise of discretion by the City and its departments, officials, and/or employees under reasonably consistent responsible bidder criteria, as provided in this ordinance.

(2) *Definitions.*

(a) *Contractor*. A person, corporation, partnership, or any other business entity that performs work on a public works contract as a general contractor, prime contractor, or subcontractor at any tier.

(b) *Class A Registered Apprenticeship Program*. An apprenticeship program that is currently registered with either a State or federal governmental entity and that has a graduated apprentices to journeyperson job classification system process as well as a bona fide training program.

(c) *Public Works Contract*. Any contract for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed $25,000.

(3) *Responsible Bidder Criteria*. In order to be considered a responsible bidder by the City for purposes of being awarded a public works contract, all of the following criteria must be met:

(a) The contractor must maintain a permanent place of business.

(b) The contractor must be authorized to do business in the State of Wisconsin.

(c) The contractor and any agent, partner, employee, and/or officer of the contractor must not be debarred, suspended, proposed for debarment, or declared ineligible from contracting with any unit of federal, state, or local government.

(d) The contractor must be in compliance with the provisions of Section 2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

(e) The contractor must have adequate and appropriate:

1. General liability insurance;

2. Automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and

3. Workers' compensation and unemployment insurance, except when the contractor does not have employees.

(f) For all projects undertaken within the past five (5) years in any jurisdiction in which state or federal prevailing wage laws apply, the contractor must have complied with all provisions of such laws. This provision is intended to include projects that are federally funded or otherwise subject to federal Davis-Bacon-related laws.

(g) If determined to be appropriate in the discretion of the Director of the Department of Public Works at the time a Request for Bids or Request for Quotes is issued where the public works contract exceeds two million dollars, the contractor must participate in a Class A Registered Apprenticeship Program.

(h) The contractor must have a written substance abuse prevention program that meets the requirements of Wis. Stat. § 103.503.

(i) The contractor must have, and diligently maintain, a written safety program.

(j) The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws.

(k) If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order, or judgment for the City to consider as a factor in determining whether the contractor is a responsible

bidder. The contractor may be disqualified for failing to provide the required documentation.

(l) The contractor's employees who will perform work on the project must be covered under a current worker's compensation policy and must be properly classified under such policy.

(m) The contractor must be in compliance with all laws regarding health insurance coverage for employees.

(n) The contractor must possess all applicable professional and trade licenses required for performing the public works contract.

(o) The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete.

(p) The contractor must be bondable for the terms of the proposed public works contract.

(4) *No restriction on discretion*. If information is discovered or comes into the possession of the City or a City department, official, and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, and such information is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 21 day of July, 2020.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

6/29/2020

J. ORDINANCES - SECOND READING FOR ADOPTION.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to suspend the rules and take Ordinances 1 through 3 with a roll call vote. Motion carried.
Moved by Ald. Randy Scannell, seconded by Ald. Veronica Corpus-Dax to adopt Ordinances 1 through 3. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

1. Zoning Ordinance No. 09-20
An ordinance rezoning property located at 1341 Brosig Street from General Commercial (C1) District to Varied Density Residential (R3) District.

2. General Ordinance No. 19-20
An ordinance creating section 9.17, Green Bay Municipal Code, relating to responsible bidder criteria.

3. General Ordinance No. 21-20
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to