



Board of Public Works

Regular Meeting

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

Agenda

Monday, August 11, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **August 11, 2025** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.

- I. Call to Order
 1. Roll Call
- II. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. §6-3(f) DPMC
- III. Items
 1. Approval of the June 9, 2025 Board of Public Works Meeting Minutes
 2. Consideration and possible action on Entrance Signs*
 3. Consideration and possible action on yard waste site security and monitoring*
 4. Consider and Possible Action Regarding West Side New Yard Waste Site*
 5. Consideration and possible action on HydroCorp Commercial Cross Connection Inspection Contract Renewal*

6. Discuss Water Main Infrastructure
7. Consideration and possible action on award of Contract 25-21 City Hall First Floor Remodel*
8. Consideration and possible action on update to the policy for Full Length Sanitary Lateral Replacement Program
9. Consideration and possible action on Intergovernmental Agreement between the Town of Ledgeview and the City of De Pere for the O'Keefe Road Construction*

IV. Future Agenda Items

V. Adjournment

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

Agenda Sent To:

Alderspersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere
HydroCorp
IEI General Contractors



City of De Pere, Wisconsin

III.1

Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Betty Marovich, Administrative Assistant
SUBJECT: Approval of the June 9, 2025 Board of Public Works Meeting Minutes
RECOMMENDED ACTION: Approve the June 9, 2025 Board of Public Works Meeting Minutes

ATTACHMENTS:
2025 0609 BOPW_Minutes



Board of Public Works

Regular Meeting

Minutes

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

Monday, June 9, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

1. Roll Call

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

Present: James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

Absent:

Excused:

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Betty Marovich, Administrative Assistant/Recording Secretary

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

None

III. Items

1. Approval of the May 12, 2025 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the May 12, 2025 Board of Public Works meeting minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

2. Consideration and possible action for Consultant Services for Conventional Water Rate Application*

Scott Thoresen, Public Works Director, explained that a proposal was included in the packet for a water rate case. The City needs to apply with the Wisconsin Public Service Commission (PSC) for consideration for a conventional water rate case. The intent of the application is to adjust water rates in accordance with the PSC guidelines to determine if water rates are adequate to meet the water utility's debt service requirements and to fund project capital projects such as water main replacements. The cost for these services will be funded from the water utility. Staff recommends approving hiring Onward Accounting & Consulting LLC in the amount of \$8,900.

Mayor Boyd moved to approve consultant services for conventional water rate application, seconded by

Aldersperson Ledvina.

Mayor Boyd asked if the monies approved by Joint Finance Committee for joint utility projects could be used to fund this water rate case. Mr. Thoresen stated that money was being allocated for the safe drinking water loan. Aldersperson Hansen added that he believed that funding was going for projects correcting PFAs and lead services. Aldersperson Hansen questioned why other consultants were not solicited for quotes. Mr. Thoresen explained that the recommended consultant has the City information from the previous rate study and staff was comfortable moving forward with the same company.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

3. Consideration and possible action regarding Definitely De Pere's Request to Waive Public Works Fees*

Scott Thoresen, Public Works Director, outlined Definitely De Pere's request to waive public works fees for 2025 events to the estimated cost of \$2000. Mr. Thoresen explained that public works staff provides traffic control and set-up and removal of barricades and garbage/recycling containers for events such as Farmers Market and Art Nite. Mr. Thoresen explained that non-profit organizations receive 50% off public works fees and Definitely De Pere is requesting to have the remaining cost waived.

Mayor Boyd added that Definitely De Pere will recognize the City with in-kind sponsorship at their events.

Mayor Boyd moved to approve waiving public works fees for Definitely De Pere 2025 events, seconded by Aldersperson Ledvina.

Aldersperson Hansen shared concerns about the fairness of waiving these fees but not for other non-profits. Mayor Boyd commented that the City has a very close working relationship with Definitely De Pere compared to other organizations and added that the Business Improvement District funds Definitely De Pere and that supplementing Definitely De Pere is in the budget. Aldersperson Eserkaln asked about voiding or canceling out fees since the City pays them and then charges them. Mayor Boyd stated it could be looked at that way and added that the cost/benefit of this partnership is in the City's favor.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

4. Consideration and possible action on Compliance Maintenance Annual Report for Wastewater Collection System*

Eric Rakers, City Engineer, outlined the Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources (DNR) for wastewater collection systems. The report verifies multiple

aspects of funding and maintenance of the system. The City received good grades in all aspects of the report. Staff recommends the BOPW approve the Report and Resolution for submittal to the WDNR.

Mayor Boyd asked how this report benefits the City. Mr. Rakers explained that if the City gets too many points on the report, additional work would need to be performed to get the system back up to standards including adequate funding and additional maintenance. Alderperson Carpenter added that this report can also be used to prove the maintenance is completed in the case of a lawsuit. Mr. Rakers stated that things can happen outside of City control but agreed that this report shows that the City is maintaining the system. Scott Thoresen, Public Works Director, praised staff for their aggressive approach to maintaining the system and Council for approving the budget for that work.

Alderperson Carpenter moved to approve the Compliance Maintenance Annual Report for Wastewater Collection System and Resolution for submittal to the Wisconsin DNR, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	James Boyd
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

5. Consideration and possible action on Award of Contract 25-17 Interstate Highway 41 Utility Relocation*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers stated this is the second part of the utility relocation and had been delayed due to time needed for soil settling at the interchange. Timing is dependent on staff getting the approval from WI DOT to begin work, anticipated around October. Staff's recommendation is to award the contract to Kruczek Construction, Inc. in the amount of \$298,888.88.

Mayor Boyd moved to approve award of Contract 25-17 Interstate Highway 41 Utility Relocation, seconded by Alderperson Ledvina.

Mayor Boyd verified that the budgeted amount is used to pay the contractor and then the City is reimbursed by the state for 90% of the cost. Mr. Rakers stated that the City bonded for the portion that is not reimbursed and added that the reimbursement was pretty fast from the state for the first phase of relocation work.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

6. Consideration and possible action on award of Contract 25-22 Commerce Drive Yard Waste Site*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers stated that additional work will be needed at the site including camera installation and potential automated gates which will be completed outside of this project. Mr. Rakers stated that the intent had been to continue to have a joint compost site but Ledgeview has opted to create their own site. Staff will bring back a

discussion for options to prevent use by non-De Pere residents. Mr. Rakers added that gates and cameras could cost up to an additional \$160,000, which is not included in this project award. Mr. Rakers stated that the City plans to construct a site on the west side of the Fox River in 2026. Staff's recommendation is to accept the bid from Advance Construction, Inc. in the amount of \$481,687.00.

Mayor Boyd asked how much would Ledgeview would have contributed financially to this project and when their site will be completed. Scott Thoresen, Public Works Director, explained that they would have contributed based on a per capita rate, which would have been about 25-30% of the project cost presented. Mr. Thoresen added that Ledgeview is hopeful to have a site by the start of 2026 and they need to provide the City with a 6 month written notice to terminate their agreement. Mr. Thoresen stated that the new site may need to remain closed through the winter while the City determines the best way to move forward on preventing use by non-residents. Mayor Boyd added that staff had been surprised by the news from Ledgeview that they planned to create their own site and stated that it was nothing the City had done or not done that had led to this decision. Alderperson Carpenter asked if Town of Lawrence would participate in the west side location. Mr. Thoresen stated that staff had provided them with a copy of the agreement the City had with Ledgeview for review and staff is still in discussions with them on whether they would like to pursue an agreement for use of that site. Mayor Boyd added that he and the City Manager had a discussion with the Town Administrator and Town Chairperson and they expressed interest. Mayor Boyd asked where Town of Lawrence currently accepts yard waste. Alderperson Carpenter stated it was right at their building and that they currently deal with City residents using their site due to proximity. Alderperson Ledvina asked where Ledgeview planned to create their site. Mr. Thoresen stated the intent is to have it at the town shop at Scray's Hill. Mayor Boyd suggested signage warning Ledgeview residents in advance that the site will not be accessible for their use.

Mayor Boyd moved to approve award of Contract 25-22 Commerce Drive Yard Waste Site, seconded by Alderperson Eserkaln.

Mr. Thoresen provided some ideas for limiting access for non-residents including gates, card readers, annual fees, set hours, and staffing the site for ID checks. Mayor Boyd stated his preference for staffing the site. Alderperson Carpenter requested cost analysis for all viable options to be considered when staff brings back to Board. Alderperson Hansen added that Town of Lawrence participation could also impact the need for similar restrictions at a new west side location.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

7. Discuss Brown County Highway Capital Improvement Plans

Scott Thoresen, Public Works Director, stated that staff was requested to provide the Board with an update on Brown County Highway's six-year capital improvement plans. Staff met with the Brown County Highway Commissioner Chris Hardy on June 5th to discuss the County's current capital improvement plans. The County is currently in the process of revising their six-year plan which should be completed by August of this year. The County projects located within the City excluding the South Bridge project include CTH EE (Grant Street), CTH X (Webster Avenue), and CTH G (Webster Avenue and Chicago Street). Mr. Thoresen outlined the anticipated work and limits on each Brown County

project and took questions from the Board.

Discussion only. No action necessary.

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd adjourned the meeting at 8:06 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Tony Fietzer, Street Superintendent
SUBJECT: Consideration and possible action on Entrance Signs*
RECOMMENDED ACTION: City staff recommends the Board decide whether to move forward with the sign requests and if so, decide which sign to proceed with. The sign cost would be included in the 2026 budget.

ATTACHMENTS:

BOPW-Population Entrance signs, 2025 0310 CI_BOPW_Entrance Sign, 2025 0310
BOPW_Minutes

CITY OF DE PERE MEMO



To: Board of Public Works
From: Tony Fietzer
Date: August 5, 2025

RE: Consider and possible action on Entrance Signs*

At the March 10, 2025, Board of Public Works meeting, there was a discussion relating to the proposed installation of one or more new “welcome signs” in the city. *See attached memo and minutes.* City staff and the branding team worked through some designs that can be affixed to the existing 15 population signs. The population signs must be green with white lettering per the Manual on Uniform Traffic Control Devices (MUTCD). The cost of the fabrication of the signs, hardware and wood posts is estimated at approximately \$200 per sign. Most of the population signs would need to have 4x6 wood posts replaced to provide space on top for the new sign. The estimated total cost would be \$3000. See sign designs below.



Recommendation:

City staff recommends the Board decide whether to move forward with the sign requests and if so, decide which sign to proceed with. The signs cost would be included in the 2026 budget.

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: March 10, 2025

RE: **Consideration and possible action on Entrance Signs***

Aldersperson Hansen requested additional De Pere welcome structures be installed at entrances into De Pere. A sample of the structure is shown below.



Based on follow-up e-mails with Aldersperson Hansen, specific locations for consideration include Chicago Street, Lawrence Drive, and Lost Dauphin Road.

Background

In 2020, the City received quotes for the replacement of entrance signs with the structure shown above. Five signs were replaced at Main Avenue, Ashland Avenue, Broadway Street, Webster Avenue, and STH 32/57.

The City has welcome and/or population signs at additional locations at entrances including French Road, Scheuring Road, Grant Street, Lawrence Drive, Lost Dauphin Road, Fort Howard Avenue, Libal Street, East River Drive, Chicago Street, and S. Broadway Street.



A map has been included for the structure and sign locations in De Pere.

In addition to the signs above, there is a major City sign on northbound STH 41, prior to the Scheuring Road exit.

Discussion

Attached is the street classification for De Pere. Each of the five major arterials have welcome structures. The minor arterials and collectors have the welcome and/or population sign, with the exclusion of Heritage Road which has no sign.

The past approach was to install welcome structures at principal arterials, where less frequent visitors/tourists are likely to enter De Pere. These locations cover visitors from the I41 corridor, STH 172 and STH 32. While the Scheuring Road entrance is not covered by a welcome structure, northbound I41 visitors/tourists are covered by the I41 city sign.

The minor arterials and collectors are generally used by local visitors who enter De Pere on a regular basis. With the exclusion of Heritage Road, these are covered by welcome signs and/or population signs.

This is not an engineering related item, but a “City feel” perspective. Where does the Board want to emphasize the entrance into De Pere for visitors/tourists? Should it be at all locations where visitors enter the City, or locations where less frequent visitors/tourists enter the City? At what cost is the Board interested in a different approach? Staff estimates that each sign will cost around \$10,000 in 2026.

Available right of way may impact future locations. These signs require more area than a basic post. Also, many of the proposed locations are in residential areas versus the current signs. This will require the residents to mow around the signs. We get complaints from residents when we add facilities, such as hydrants, in front of their properties that they can see and then must mow around. Finally, any signs located in the county highway right of way will require Brown County approval.

Recommendation

City staff has no recommendation on the welcome structure installation locations. If additional locations are recommended, the cost for the signs will need to be included in the 2026 budget.

Attachments:

E-mail Ald Hansen City Sign (PDF)

Overall Sign Map (PDF)

Functionally Classified Road (PDF)

Eric Rakers

From: Jonathon Hansen
Sent: Monday, February 24, 2025 8:56 PM
To: Eric Rakers
Cc: Scott Thoresen
Subject: Re: City Signs

Hi Eric,

Thank you very much for putting this map together! It is very helpful.

I was referring specifically to installing one or more **new "welcome structures"**. Any additional welcome structures would be an "upgrade" at entrances that already have a population and/or "welcome sign".

I was thinking that perhaps the following locations might warrant a welcome structure: **Chicago St — for westbound traffic** (near Swan Rd); **Lawrence Dr — for northbound traffic** (near Southwest Park); **Lost Dauphin Rd — for northbound traffic**. Other possible outliers could include Libal St for southbound traffic or CTH PP for northbound traffic, although I'm not sure if they warrant a welcome structure as much as the three previously mentioned locations because there are already welcome structures for southbound traffic on Webster Ave (thus somewhat negating the need for one at Libal St) and for northbound traffic on STH 32/57 (thus somewhat negating the need for one at CTH PP).

Thank you!

Jonathon

Ald. Jonathon M. Hansen
De Pere Alderman - District 2
Chair - Historic Preservation Commission
920-425-4265
jhansen@deperewi.gov



From: Eric Rakers
Sent: Monday, February 24, 2025 3:16 PM
To: Jonathon Hansen
Cc: Scott Thoresen
Subject: City Signs

Hi Jonathon,

Just following up on your future agenda item regarding City signs. I have attached a map showing where we currently have signs when entering the City. Are you looking for more of the standalone "Welcome" signs?

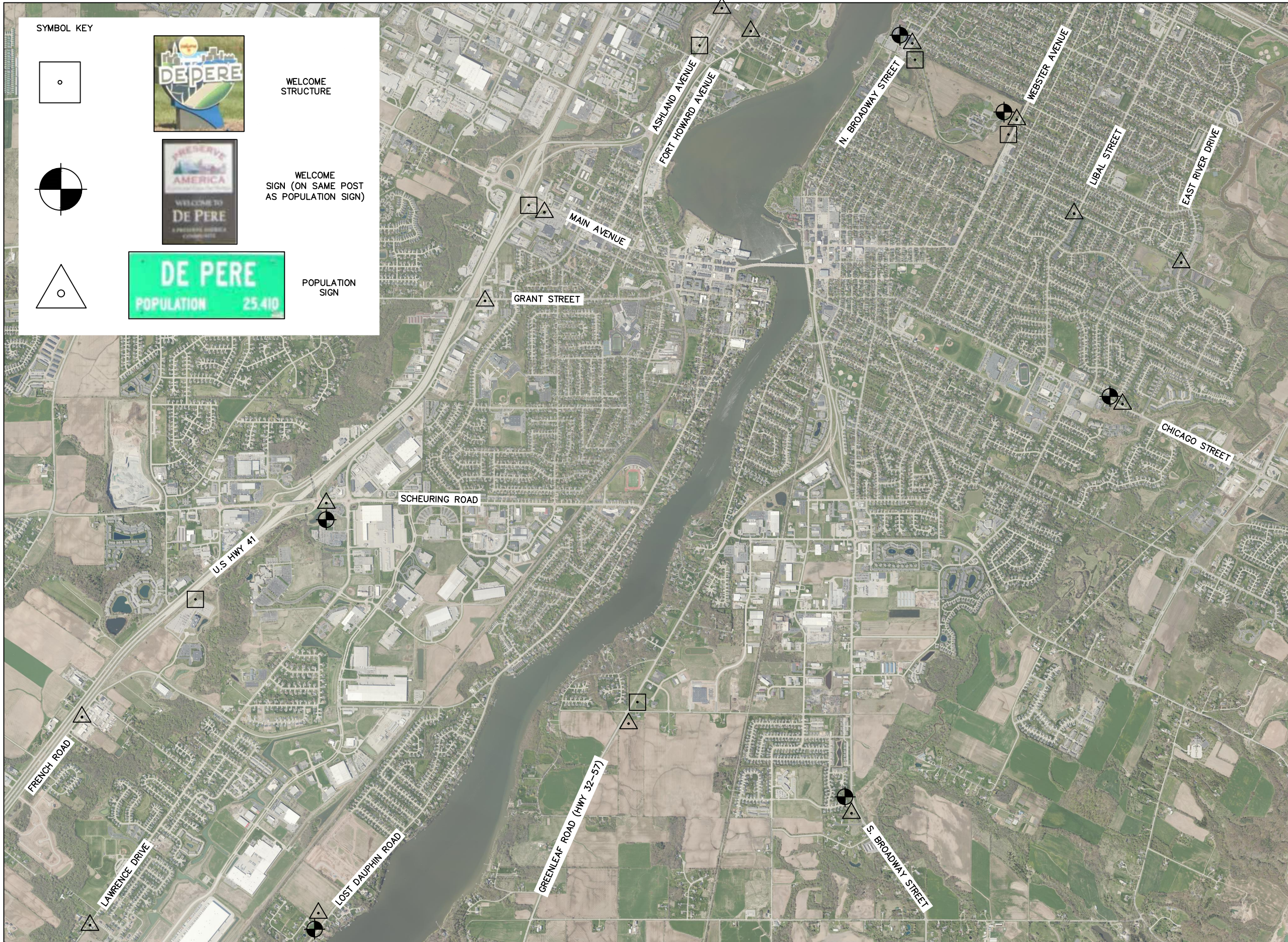
Any insight you can provide is appreciated.

Eric

Eric Rakers, P.E.

City Engineer | [City of De Pere](#)
925 S. Sixth Street | De Pere, WI 54115

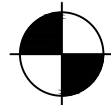




SYMBOL KEY



WELCOME STRUCTURE



WELCOME SIGN (ON SAME POST AS POPULATION SIGN)



POPULATION SIGN

CITY OF DE PERE

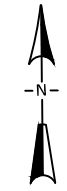
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

**CITY WIDE WELCOME & POPULATION SIGNS
OVERALL MAP**

NAME: CITY WIDE WELCOME & POPULATION SIGNS
PROJECT: 2025

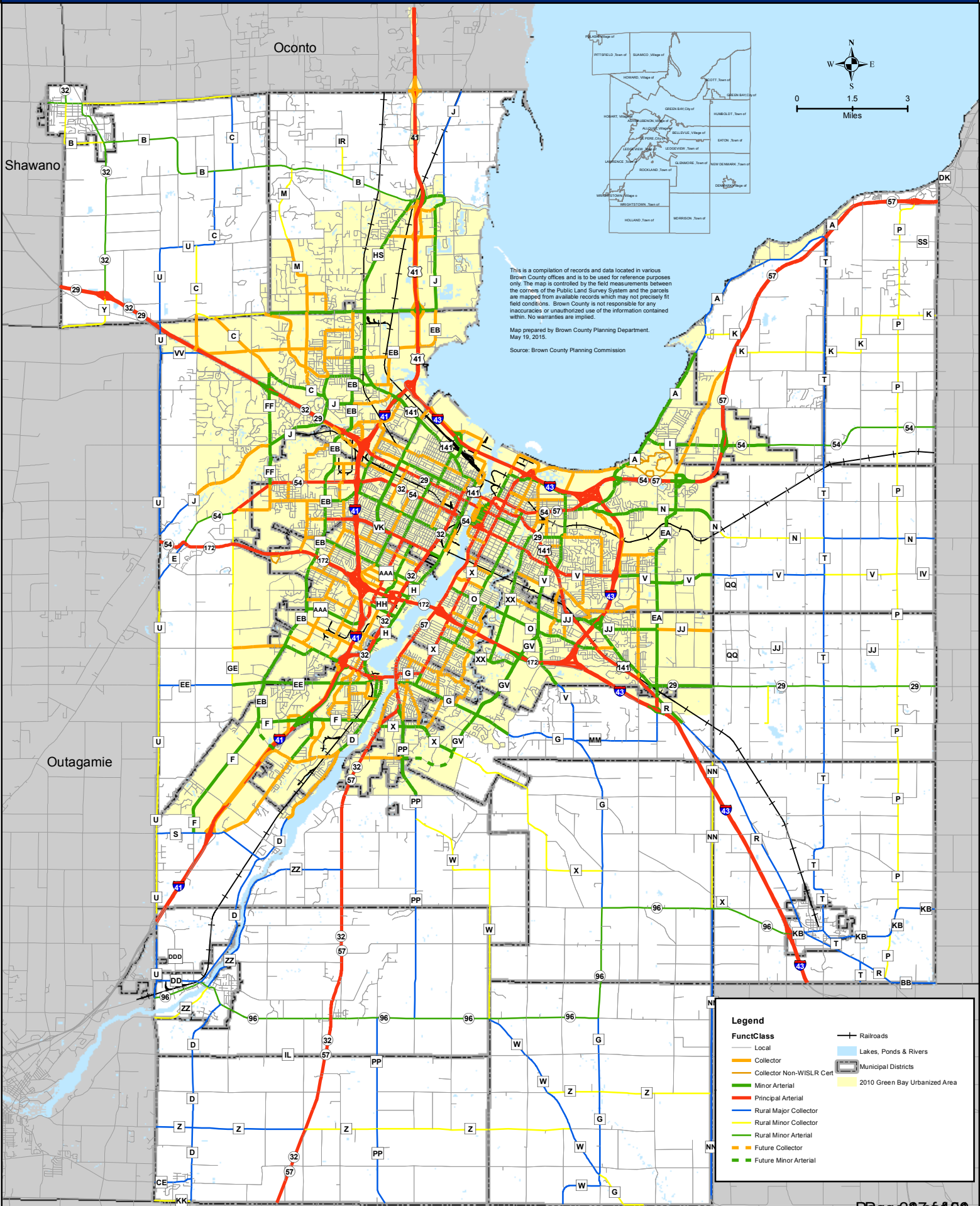
	BY	DATE	REVISIONS / ISSUES	
			NO.	DATE
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DRAWN				
DESIGNED				
CHECKED	EPR	02-2025		

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PG1



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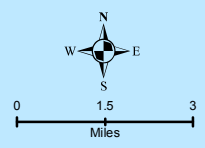
Green Bay Urbanized Area Functional Classification System



This is a compilation of records and data located in various Brown County offices and is to be used for reference purposes only. The map is controlled by the field measurements between the corners of the Public Land Survey System and the parcels are mapped from available records which may not precisely fit field conditions. Brown County is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by Brown County Planning Department.
May 19, 2015.

Source: Brown County Planning Commission





Board of Public Works

Regular Meeting

Minutes

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

Monday, March 10, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

1. Roll Call

Present: James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

Absent:

Excused:

Others present:

Scott Thoresen, Public Works Director

Eric Rakers, City Engineer

Tony Fietzer, Street Superintendent (Remote)

Betty Marovich, Administrative Assistant/Recording Secretary

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

None

III. Items

1. Approval of the February 10, 2025 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the February 10, 2025 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

2. Consideration and possible action on changing the rubbish site hours

Tony Fietzer, Street Superintendent, explained the request to amend the operating hours of the MSC Rubbish Drop-off Site citing safety as a primary concern, along with matching hours of other local drop-off sites to prevent non-resident traffic.

Aldersperson Carpenter moved to approve the changes to the rubbish site hours, seconded by Aldersperson Ledvina.

Aldersperson Carpenter asked how word would be spread about this change. Mr. Fietzer stated that staff is hoping to get it published in the Park and Recreation Summer Brochure along with social media and the

City website.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkahn

3. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, explained the no-action parking and traffic discussion items including a request to install No Parking signs at the driveway of 600/604 George Street and a rapid rectangular flashing beacon on Charles Street at Webster Avenue.

Mayor Boyd stated that he travels through the intersection of Charles and Webster often and has not witnessed issues with crossing using the pedestrian refuge island. Alderperson Hansen verified that RRFB would not be paired in the same location as a bump-out. Mr. Rakers explained what the policy lays out for which improvements are added when.

Discussion only. No action necessary.

4. Consideration and possible action on Entrance Signs*

Alderperson Hansen explained his request to install additional entrance welcome structures throughout the City, specifically on Lawrence Drive, Lost Dauphin Road, and Chicago Street. Alderperson Hansen shared that there are three different signs/structures located at City entrances and stated they were included in a map provided by staff. Alderperson Hansen stated that the Preserve America signs should be considered for removal or replacement because that program is no longer active. Eric Rakers, City Engineer, added that the welcome structures are currently located on principle arterial streets coming into the City. Mr. Rakers added that the location with the entrance structures are the ones that would be used most frequently by individuals visiting the area, whereas the locations with the Preserve America and population signs are more likely to be used by individuals who live locally that come to De Pere on a regular basis. Mr. Rakers stated that if the Board wished to add the welcome structures, any location that was county highway would require Brown County approval. Mr. Rakers further added that the welcome structures take up more terrace space and the locations requested by Alderperson Hansen are in residential areas and the homeowner would be tasked with maintaining the lawn around them.

Mayor Boyd asked the price for the welcome structures. Mr. Rakers stated that staff estimated about \$10,000 each. Mayor Boyd stated that if the Board recommended installing additional welcome structures, it would be a recommendation to the City Manager for future budget approval. Alderperson Carpenter suggested removing the Preserve America sign and having staff design a welcome sign to install with the population signs in those areas. Mayor Boyd asked about pricing if the signs were designed and created through the City sign department. Scott Thoresen, Public Works Director, stated staff could work on some designs to bring back to the Board for consideration and added that making them in-house would be minimal cost. Mayor Boyd commented on the difficulty of finding suitable locations to place welcome structures at the locations requested by Alderperson Hansen. Mayor Boyd asked if the Board should make a motion to remove the Preserve America signs at this time before moving forward with additional action on new signs. Mr. Thoresen suggested a two part motion; first, to remove the Preserve America signs, and second, to bring back a design incorporating the logo with an approximate cost for consideration at a future meeting. Mayor Boyd asked if the population signs needed to be green. Mr. Rakers stated he believed the green followed the Manual on Uniform Traffic Control

Devices (MUTCD) but that it was a style of design and staff would need to research options.

Mayor Boyd moved to refer back to staff to remove Preserve America signs and design welcome signs with the City logo to be installed in their place alongside the population signs, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	Passed-Refer Back to Staff
MOVER:	James Boyd
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

5. Consideration and possible action on rejection and re-award on Request for Proposals for 2025 Pond Trapping Services*

Eric Rakers, City Engineer, stated that after awarding the contract in February, the contractor, EV Large Pest Control, LLC, refused to sign the agreement with the City citing concerns over the additional umbrella liability insurance coverage required by the City. Mr. Rakers stated that EV Large Pest Control is reputable and does considerable amounts of work in Appleton, but staff did not feel comfortable eliminating the umbrella coverage. Mr. Rakers stated that in lieu of EV Large Pest Control, LLC refusing to sign the agreement with the City, staff recommends rejecting their proposal in the amount of \$6,200.00 and then awarding the contract to Suamico Trap, LLC in the amount of \$10,788.00. Mr. Rakers added that Suamico Trap was the City's contractor in 2024, and is aware of the insurance requirements.

Alderperson Hansen moved to reject the proposal from EV Large Pest Control, LLC and re-award the proposal to Suamico Trap, LLC for 2025 Pond Trapping, seconded by Alderperson Eserkaln. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Jonathon Hansen
SECONDER:	Mike Eserkaln
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkaln

6. Consideration and possible action on award of Contract 25-01 Sewer and Water Relay and Street Resurfacing*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$1,798,868.90. Mr. Rakers explained the impacts of GV-14 from Brown County on Garroman Drive.

Alderperson Carpenter asked the progress of obtaining right-of-way for Garroman Drive. Mr. Rakers stated that the Legal Department would know better on where that stands but shared that the project contract stated that work might be able to start there mid-summer, but could be built earlier with a gravel base if the right-of-way was obtained sooner. Scott Thoresen, Public Works Director, shared that this is the first phase of Southbridge Corridor work that has been in planning stages since 1967. Alderperson Carpenter suggested installing signs or message boards on Lawrence Drive stating that it is not a truck route and having it enforced, as he sees trucks using it regularly. Mayor Boyd asked if there was a way to get the information distributed to trucking companies. Mr. Rakers stated that he could see if Dan Lindstrom in Development Services could pass along to his business contacts in the industrial parks for them to share with their trucking companies. Mayor Boyd stated he has contact for Georgia Pacific and would write something up to discuss with them. Mr. Rakers stated that the message boards would be

installed by Garroman to deter semi traffic as the road is not wide enough for a semi and car to pass. Mayor Boyd offered to talk with social media and video staff to create a video post about upcoming traffic concerns/issues as discussed.

Alderson Carpenter moved to award Contract 25-01 Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$1,798,868.90, seconded by Alderson Hansen.

Alderson Hansen asked if staff plans to utilize pulverizing on any streets during 2025 construction, as it has held up well on the streets it was used on recently. Mr. Rakers explained that all four streets in this project will be pulverized and agreed that it is holding up very well.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter
SECONDER:	Jonathon Hansen
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkahn

7. Consideration and possible action on award of Contract 25-03 Sewer Lining*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-03 Sewer Lining to Visu-Sewer, LLC in the amount of \$530,264.00.

Mayor Boyd moved to approve Contract 25-03 Sewer Lining to Visu-Sewer, LLC in the amount of \$530,264.00, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkahn

8. Consideration and possible action on award of Contract 25-15 Sewer Televising*

Eric Rakers, City Engineer, explained the project, project limits, and funding. Mr. Rakers recommended awarding Project 25-15 Sewer Televising to Speedy Clean, Inc. in the amount of \$57,280.00. Mr. Rakers added that he does not have an answer as to why National Power Rodding's bid is so high this year and added that it is the highest he has seen from them.

Alderson Carpenter moved to approve Contract 25-15 Sewer Televising to Speedy Clean, Inc. in the amount of \$57,280.00, seconded by Mayor Boyd.

Alderson Eserkahn asked why Speedy Clean had a few line items with \$0 cost. Mr. Rakers explained that sometimes contractors will choose not to bid extra for heavy cleaning because they have to perform a standard cleaning through all lines before televising and the heavy cleaning requires advanced approval for the extra cost.

Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	Dan Carpenter

SECONDER:	James Boyd
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

9. Consideration and possible action on policy for installation of new utility service lines to vacant lots*

Eric Rakers, City Engineer, explained the intent of this item was to create a policy for the installation of sanitary lateral and water service lines to vacant lots in existing areas of the City; specifically, vacant lots without sanitary laterals and/or water services in areas where sewer and water work is occurring as part of City construction projects. Mr. Rakers stated that in accordance with the presented policy, extension of sanitary laterals and water services would be assessed to property owners. Mr. Rakers shared three examples of properties that will be impacted as part of 2025 construction with this policy. Mr. Rakers stated that the policy for storm lateral installation would remain the same. Mr. Rakers recommended approving the policy for the installation of new utility service lines to vacant lots, which allows owners of vacant parcels that lack sanitary sewer laterals or water service lines be given the option to have sanitary sewer lines or water service lines installed at the time of the utility relay.

Mayor Boyd stated that perhaps when they receive the letter, residents may get the notion to sell and it would open up more property for housing development. Alderperson Carpenter shared that lots used to be sold at 25-foot frontage, which was not buildable, and added that likely explained the additional parcels in the older neighborhoods. Alderperson Carpenter verified that storm laterals would be installed for all parcels. Mr. Rakers stated that nothing would change for storm laterals and notices sent to the property owners would clearly lay out how many assessments a property would receive unless parcels were combined.

Mayor Boyd moved to approve the policy for installation of new utility service lines to vacant lots, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

10. Consideration and possible action on Draft 2024 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*

Eric Rakers, City Engineer, summarized the key aspects of the MS4 stormwater report and City achievements in 2024. Mr. Rakers highlighted work completed in 2024 for stormwater management and resources provided by NEWSC (Northeast Wisconsin Stormwater Consortium).

Mayor Boyd moved to approve the Draft MS4 General Permit Annual Report for submittal to the WDNR, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	Passed (UNANIMOUS)
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Shana Ledvina, Mike Eserkalm

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:18 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Tony Fietzer, Street Superintendent
SUBJECT: Consideration and possible action on yard waste site security and monitoring*
RECOMMENDED ACTION: Staff is recommending installation of the Vercada system with the license plate reader and swipe card access for monitoring and accessing the site

ATTACHMENTS:
BOPW Yard Waste Site security

CITY OF DE PERE MEMO



To: Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: August 11, 2025
RE: Consideration and possible action on yard waste site security and monitoring*

The city is constructing a new yard waste drop off site at 2000 Commerce Dr. As part of the construction of the site, the need for security and monitoring needs to be reviewed. Additionally, the Town of Ledgeview is terminating their shared use agreement with the City effective Dec. 31, 2025. With the Town of Ledgeview terminating the agreement, it will be critical for our operation and costs to monitor and control access of the users to ensure only corporate city limit residents utilize the site.

With the construction of the new site, an eight (8) foot tall security fence will be constructed around the property in compliance with DNR requirements of the permit. The yard site will also have two (2) 18' driveways, an entrance and an exit. The driveways will have gates. The site will also have security cameras installed allowing for both security and site monitoring.

The issue is how to monitor the site. I have included three options:

The proposed gate style will be a sliding gate, made of the same type of composite fencing to match the rest of the fence. The gates will have a free exit loop on the inside with security card access and/or license plate reader on the outside. The security card and/or license plate reader access would allow city residents to use the site while ensuring the site remains closed for non-residents. The system "Vercada" is the same system used for security cameras throughout the city. The system allows for a license plate reader that would have the capability to recognize registered license plates and open the gate when the vehicle approaches the gate. The system would require residents to register their vehicle with the City. The registration would confirm residency and allow the city to provide information on the yard waste site. The information can include acceptable and unacceptable materials, what is available for residents, where the debris goes, etc. The system would also allow for a security card pass. This would be a swipe card that can be used to access in lieu of the license plate reader. The swipe card can be activated/deactivated electronically and could require annual updating in case someone moves out of city or changes of vehicle. This system also allows for remote access allowing the gate to be opened via website or cell phone. The use of the automated card access gate system allows the site to be utilized during a time frame the city sets. Automated card access allows for closing the site during certain dates/times. It also allows use of the site on holidays without requiring staffing.

The cost of the card is approximately \$15 per card. The cost of the camera system and internet connectivity is \$28,971.15. Chief Muraski has been working with Camera Corner on the logistics and quote for this project. He is awaiting the cost on the license plate reader/swipe card access point.

While researching this type of proposal, the Town of Greenville, Village of Thiensville, and the Village of Kimberly currently operate this type of system. The Town of Greenville provides authorized users with a swipe card for a fee per year. The cost covers the cost of the card. The town takes down the user's name, address, phone, vehicle plate and description. The card expires 12/31 of each year requiring a renewal to use annually. This is being done to ensure the cards don't keep getting used by people if they move out of town, pass away, pass on to others etc. It also allows for updating vehicle descriptions, addresses and phone numbers. The town advises residents that they monitor the site using cameras and swipe card access. This also assists in determining usage times and number of users. The Village of Thiensville uses a similar type of set up but charge a \$20 annual user fee. This system doesn't have a license plate reader, however, a swipe card access that requires a \$20 annual renewal fee. The Village of Kimberly uses automatic gates that open at 6:30A and close at 8:00P. The village collects license plate numbers of residents to monitor the site with security cameras.

The other option is staffing the site with attendants. The attendants would check ID's of the users to ensure they are city residents. The yard waste site was previously open and staffed 7 hours a day through 2010 when elected officials decided to eliminate the staffing of the site.

The existing yard waste site has had users arrive as early as 530A and as late at 930P with some using the site in the hours of darkness. If staffing is the direction, hours of operation need to be established. For example, hours of 8a-8p would require 12 hours of staffing, 7 days a week for approximately 40 weeks (considering closing during winter) would cost approximately \$99,792 annually. This is an estimate of \$29.70/hour (\$22/hour plus fringe), \$2494.80/week for 40 weeks. This would require hiring 3-5 additional employees depending on the number of hours allowed to work as seasonal staff. The use of staff will require more coordination and working with each other to address covering shifts for illness, vacations, special events/occasions etc. This would be a recurring budgeted amount. If the yard sites were to be open and staffed as they were prior to 15 years ago, the site would be open 7 hours a day, 7 days a week for 40 weeks (proposed closed January, February, and March) would cost roughly \$58,212.00 annually.

The third option is do nothing/status quo. Currently our site shows operating hours from dawn to dusk. The site now remains unlocked and open 24 hours/7 days a week. The site is to be used by only City of De Pere and Town of Ledgeview residents; however, the site is used by individuals outside those areas as well, often times disposing of items we don't accept like concrete, building materials, landscape edging, etc. With the Town of Ledgeview leaving our mutual agreement, the Town of Ledgeview residents won't be allowed to use the site and not monitoring the site will lead to use by individuals that shouldn't be using the site. With the site

being geographically smaller and the Town of Ledgeview no longer being allowed to use the site, this isn't a sustainable option.

Staff is recommending installation of the Vercada system with the license plate reader and swipe card access for monitoring and accessing the site. It is recommended residents pay a one-time fee for the card (roughly \$15) and the renewal annually is free. Any replacement cards would be a \$25 dollar fee for card and admin set up and disabling of lost/stolen card. There would be one card issued per household. The resident's responsibility would include registering with the city their vehicle(s), provide contact information, receive and acknowledge the rules of the yard waste site. The renewal process can be completed online. The online renewal will be set up to verify property owner or renter. The property owner can be verified through Brown County property records. The renter would be required to list their landlord on the renewal form. The current yard waste site will close at the end of 2025. Signage and/or message boards will be placed at the existing site this fall notifying residents of the closure and process to access the new site. Mailings can also be included in water bills, social media and website, Mayor's Corner etc. In addition if staff or light duty staff is available to be assigned to the existing site this fall, face to face messaging can be used.



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Consider and Possible Action Regarding West Side New Yard Waste Site*
RECOMMENDED ACTION: Staff has no recommendation. The intent is to have discussion with the BOPW to determine on how they want to proceed.

ATTACHMENTS:

Consider Possible West Side Yard Waste Site 7-30-2025, Staff Memo - Consider Possible Yard Waste Sites 02-6-2024, 2024-02-12 Board of Public Works - Full Minutes-2588, East Side Yard Waste Site Map 7-30-2025, West Side Yard Waste Site Map 7-30-2025, Ledgeview Compost Site Termination Notice 6-9-2025, West Side Yard Waste Site Map 7-30-2025, West Yard Waste Site Wetland Mitigation, Town of Lawrence Email Regarding West Side Yard Waste Site 6-11-2025

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: July 30, 2025

RE: Consider and Possible Action Regarding West Side New Yard Waste Site*

The BOPW and Council approved in February 2024 moving forward with two (2) yard waste sites. Attached is staff memo and BOPW minutes regarding these two (2) sites (See attached maps).

At this time, the City has designed and bid the construction of the east side yard waste site. This site will begin construction this year. In addition, the City has been served notice by Ledgeview (see attached) terminating the compost site agreement. It is anticipated the use of this site will decrease approximately 30% resulting in less volumes of yard waste due to Ledgeview residents no longer using the site.

Staff has also been in the design process for the west side site. (See attached map). It was determined there are wetlands on the existing site. In order to build the yard waste site, the DNR is requiring the wetlands to be mitigated. (See attached email from DNR). The costs to mitigate the wetlands is approximately \$75,000. This would be added cost to the overall project. In addition, the Town of Lawrence has expressed interests in partnering with the City in the use of the yard waste site. (See attached email)

The intent of the discussion with the BOPW is to determine if the City should move forward with building the west side yard waste site.

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: February 7, 2024
RE: Consider and Possible Action Regarding New Yard Waste Sites*

The BOPW last discussed the relocation of the City's existing compost facility at the November 8, 2021 meeting. (See attached staff memo and meeting minutes). At this meeting the key takeaways were:

- Community survey on the use of the compost facility
- Look at having two sites
- Collaboration with the Town of Lawrence and Ledgeview

In 2022 the City did a community survey. The final survey was presented to the City Council at the September 6, 2022 Council meeting. In this survey the following question was asked: "The City of De Pere is in the process of selecting a new location for compost services. How far would you be willing to drive to a compost site?" The results of this question (see attached) 60% of respondents would be willing to drive up to 10 minutes to a compost site with 28% willing to drive up to 11 to 15 minutes.

Over the past year, staff has been looking for potential properties to relocate the compost facility that would keep the driving distance within the acceptable range the survey results showed as well as some of concepts the BOPW discussed previously as mentioned above. At the same time, staff took into consideration the possibility of collaborating with the Town of Lawrence and Town of Ledgeview in sharing the yard waste sites. In doing so, staff has come up with two (2) sites for the BOPW to consider (See attached maps). These sites are smaller than the existing compost facility so would need to be used only for "yard waste" sites with no intent of providing compost in the future. These properties are currently owned by the City so the City would not need to purchase property. The locations would benefit the City's residence on the west side because they would no longer need to drive to the east side to use the existing facility. In addition, the City could pursue working with the Town of Lawrence in having a joint site similarly as the City currently has with the Town of Ledgeview. Staff also put maps together showing the drive times for each site (see attached maps)

The intent of this discussion is to determine if the BOPW wants staff to pursue the sites mentioned above. If the BOPW and Council approve moving forward with these sites, the following would be the next steps:

- 2024 contact the DNR to determine if they would permit the yard waste sites.
- 2025 hire a consultant to design and prepare plans to construct the new yard waste sites.
- 2026 bid and construct the new yard waste sites.



Board of Public Works

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

Regular Meeting

Final Minutes

Monday, February 12, 2024

7:30 PM

Council Chambers and Virtual

I. Call to Order

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

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

Scott Thoresen, Director of Public Works
Eric Rakers, City Engineer
Chase Kuffel, Assistant City Engineer
Betty Marovich, Recording Secretary
Chris Dahlke, Saint Norbert College (Remote)

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

None

III. Items

1. Approval of the January 8, 2024 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the January 8, 2024 Board of Public Works Meeting Minutes, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

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

2. Consider and Possible Action Regarding St. Norbert College Request for Garbage & Recycle Collection*

Scott Thoresen, Director of Public Works, explained the request from St. Norbert College to have the City provide garbage and recycling collection services for St. Norbert owned housing. Mr. Thoresen explained the proposed agreement including cost associated with these collections and the services that would be offered. Mr. Thoresen stated that staff recommends approving the request for services.

Aldersperson Hansen moved to approve St. Norbert request for garbage and recycling collections performed by the City, seconded by Aldersperson Ledvina.

Aldersperson Carpenter asked how bulk items will be collected if that is not part of the contract with the City.

Alderson Carpenter moved to open the meeting for public comment at 7:34 PM, seconded by Alderson Hansen. Upon vote, the motion passed unanimously.

Chris Dahlke, St. Norbert College, explained that the college has a separate contract for bulk item collection during two events at move in and move out.

Mayor Boyd moved to return to regular session at 7:35 PM, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

Upon vote, the motion passed unanimously.

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

3. Consideration and possible action on Resolution for Emergency Repairs under Project 23-16

Eric Rakers, City Engineer, explained the additional emergency repair work required as part of Project 23-16 Bridge Rehabilitation and the resolution to approve the work. Mr. Rakers explained the importance of having the bridge repairs completed for traffic use during road closures and construction of the new highway interchange. Mr. Rakers recommended approval of the resolution, which would allow staff to issue a change order for the work on the bridge.

Alderson Hansen asked if the City would be responsible to cover the cost of a full bridge replacement if required. Mr. Rakers stated it would be the City's responsibility, but at that time staff would look to acquire grants to supplement the cost. Mayor Boyd stated that the proposed repairs will give the City time. Mr. Rakers stated it was a permanent fix. Alderson Carpenter asked if staff intends to make Creamery an approved truck route during the upcoming construction and closures and if the proposed work pass state inspections. Mr. Rakers stated it would pass inspections and staff has a consultant complete inspections on bridges every two years, along with sign structures. Mr. Rakers explained that staff has no intention of making this a truck route or detour route for the upcoming construction closures. Alderson Carpenter and Mayor Boyd stated they had seen something in the League of Wisconsin Municipalities regarding bridge inspections, inventories and standards. Mr. Rakers stated that the State may be looking at making changes, but at this time the City inspects every two years and submits the reports to Brown County, who submits them to the state. Mayor Boyd stated that he read that communities would be notified if changes would move forward. Alderson Ledvina asked if a funding source needed to be designated. Mr. Rakers stated that the project is funded through the street management account and funds are available to cover the repair cost.

Mayor Boyd moved to approve the resolution for emergency repairs under Project 23-16, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

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

4. Consider and Possible Action on Approval of Temporary Limited Easement (TLE) Donation for Parcels WD-D00037-2 and WD-D0035-1 to Brown County for CTH GV Project.*

Scott Thoresen, Director of Public Works, explained the request from the Wisconsin DOT and Brown County for temporary limited easement donation in the amount of \$1,300 for two City owned parcels.

Alderperson Hansen asked for an update on the progress of acquiring land/easements for the sidewalk/trail installation along the project. Mr. Thoresen explained that the process just started and that property owners were concerned about winter maintenance; the City plans to complete winter maintenance on the sidewalk/trail. Alderperson Hansen stated that he heard from the City Attorney that over the next few months municipalities should know whether they regain the ability to acquire property via eminent domain.

Mayor Boyd moved to approve the Temporary Limited Easement Donation to Brown County for CTH GV Project, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on the Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange*

Eric Rakers, City Engineer, explained work the Wisconsin DOT will be completing as part of the new I41 interchange, which requires the City utilities to be relocated from that intersection. Mr. Rakers explained that the City is eligible to reimbursement up to 90% and estimated costs were included in the packet with the agreements. Mr. Rakers stated the City is responsible for an estimated \$74,000 that was not included in the budget and asked that it be included during capital bonding later this year.

Alderperson Carpenter moved to approve the agreements for payment for relocation and replacement of municipal utility facilities associated with I41 and Generations Boulevard interchange, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

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

6. Consider and Possible Action Regarding Village of Ashwaubenon Request for Support for Trail Extension on Main Avenue*

Scott Thoresen, Director of Public Works, explained the request from Village of Ashwaubenon for support and to apply jointly for a grant to extend the trail along Main Avenue. Mr. Thoresen explained that if Ashwaubenon would successfully be awarded the grant, staff would return with an agreement outlining the funding and City obligations.

Aldersperson Hansen moved to approve supporting Village of Ashwaubenon and apply jointly for trail extension grant, seconded by Aldersperson Ledvina. Upon vote, the motion passed unanimously.

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

7. Consideration and possible action regarding American Boulevard Sidewalk

Eric Rakers, City Engineer, explained the request received to install sidewalks on American Boulevard. Mr. Rakers explained the sidewalk requirement map included in the packet, which includes three categories: restrictive covenant, potentially will need walk, and does not meet requirement never need walk. Mr. Rakers further explained that there have been instances where sidewalk has been installed where not prescribed by the map and other times when the requirements listed have been upheld. Mr. Rakers explained that the past stance has been to not install sidewalks in business and industrial parks. Mr. Rakers explained the facility need for the American Boulevard corridor. Mr. Rakers explained that municipal code allowed for the Board to review the need for the sidewalk installation and American Boulevard would meet the requirements if the Board decided in favor of the sidewalk installation. Mr. Rakers explained how the costs were split between the property owners and the City when sidewalks were installed on Lawrence Drive. Mr. Rakers stated there would be additional follow-up steps if the Board wished to move forward with the sidewalks along American Boulevard, including sending out a survey to the property owners and scheduling a public information meeting.

Mayor Boyd asked if sidewalks were installed, if it would on both sides. Mr. Rakers stated that was staff's intent but the Board could propose alternatives. Aldersperson Carpenter stated that both east and west business parks have staff walking during breaks and if American gets sidewalks, then requests will likely come in from the east park too. Aldersperson Carpenter expressed concerns over installation based on one request and stated he would be interested to know if there was interest from businesses to install sidewalks along American. Aldersperson Hansen asked how the legal action against imminent domain impacted this request and whether one property owner could derail the process by refusing. Scott Thoresen, Director of Public Works, explained that would be an issue if additional right-of-way would be required for installation. Mr. Rakers explained that there is adequate right-of-way in that corridor, though there might be a concern where the new round-about would be installed in conjunction with the Southbridge interchange. Mr. Thoresen explained that staff was looking for direction from the Board on whether there was interest in moving forward with the request. Aldersperson Raasch expressed his concerns and lack of interest in moving forward with installing sidewalks on American Boulevard. Mayor Boyd expressed his concerns and lack of interest in moving forward with installing sidewalks on American Boulevard. Aldersperson Ledvina suggested issuing a survey to the property owners and businesses adjacent to American Boulevard to have a better understanding of the potential interest.

Mr. Thoresen stated he was fairly confident that the businesses would not be interested since they would need to pay for it and maintain it. Alderperson Carpenter agreed that businesses would not be in favor of sidewalks and may cause some businesses to make plans to relocate or expand in other communities. Mr. Thoresen suggested waiting until the interchange is constructed with the sidewalk/trail and if that drives more pedestrian traffic, the sidewalks could be reevaluated along American.

Discussed. No action.

RESULT: NO ACTION

8. Consider and Possible Action Regarding New Yard Waste Sites*

Scott Thoresen, Director of Public Works, explained the results from discussions in November 2021 for relocating the yard waste site, formerly known as the compost site. Mr. Thoresen explained the new direction the City is proposing for offering new yard waste sites on both the east and west sides of the City. Mr. Thoresen explained that Ledgerview is interested in continuing their collaboration with the City allowing the Ledgerview residents to utilize the east side yard waste site. Mr. Thoresen stated he has reached out to the Town of Lawrence to offer a similar collaboration for their residents to use the west side yard waste site. Mr. Thoresen stated that if the Board and Council were in favor of operating two sites, staff would work with the Wisconsin Department of Natural Resources for site evaluations. If approved by the DNR, staff would hire a consultant to design plans for construction in 2026.

Alderperson Hansen asked why staff plans to change the name of the site from compost to yard waste and if there would be a change in what materials are accepted. Mr. Thoresen explained that in the past, the City would create compost, but presently is a drop-off site for yard waste and it clears up the intention of the site. Mr. Thoresen stated there would not be a change to the materials that are accepted. Alderperson Hansen asked if there was consideration to accept food scraps. Mr. Thoresen explained the amount of work and regulations on that type of product acceptance and stated the City is not considering that. Alderperson Carpenter stated that having two sites will increase some costs including the tub grinder needing to chip brush at both locations and strongly suggested working with Lawrence on a partnership for the west side location.

Alderperson Carpenter moved to approve new yard waste sites, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

9. Consider and Possible Action Regarding Public Parking on City Owned Lot at 360 Main Avenue*

Scott Thoresen, Public Works Director, explained that in August of 2022 the City approved allowing parking at the City owned lot at 360 Main Avenue and at the time had decided to barricade the access to the lot during winter months due to winter maintenance concerns. Mr. Thoresen explained that staff had received a request from local business owners asking that the lot be available in the winter months. Mr. Thoresen asked the Board to direct staff on whether the lot should remain open during winter months.

Alderson Carpenter asked for staff's recommendation on whether the lot should remain open with regards to surface material and potential development of the site. Mr. Thoresen explained that the parking was approved until such time the lot was redeveloped and staff has the means to maintain during the winter months but had previously requested that it be closed as the grade of the lot makes it more difficult to maintain than other lots around the City. Alderson Carpenter asked if the lot was gravel. Mr. Thoresen stated the lot is paved. Alderson Carpenter asked if there were stalls marked. Mr. Thoresen stated there were not marked stalls and the lot gets relatively full when it is open in non-winter months.

Mayor Boyd moved to approve public parking year-round on City owned lot at 360 Main Avenue, seconded by Alderson Ledvina. Upon vote, the motion passed unanimously.

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

10. Discuss Full Sanitary Lateral Replacement

Eric Rakers, City Engineer, explained that staff is interested in obtaining prices during 2024 construction as a pilot program for full length sanitary lateral replacements as part of the City initiative to reduce inflow and infiltration. Mr. Rakers explained that staff is interested in pipe-bursting as a way of implementing the full length lateral replacements and explained how that process is completed. Mr. Rakers also shared videos of the process from Sewer Pros and M&E Construction.

Alderson Carpenter asked what extent services are currently being replaced. Mr. Rakers stated that during construction, service laterals are replaced to the right-of-way and connected to the existing lateral at that point. Mr. Rakers explained during the videos how the full length lateral replacements occur, including accessing the basement, accessing the lateral at the house, and the pulling of the new pipe through the ground to the main line. Alderson Ledvina asked if the pipe could be run from the main to the house, instead of vice versa. Mr. Rakers stated it could, but the pulling machine would need to be brought inside the house. Mr. Rakers explained that residents have been opting for pipe-bursting when they have failed laterals as it is cheaper than open cutting to replace the lateral. Mr. Rakers explained that the current process of replacing to the right-of-way is fairly expensive and preliminary numbers have shown that it may be around the same cost to pipe burst the full length. Mr. Rakers stated that staff intends to include bid items on an upcoming project to get pricing for traditional replacement to the right-of-way and also full length pipe bursting and will bring that information back to the Board and see if there is interest in moving forward with a pilot program to allow residents to elect for full length replacement as part of the project. Mr. Rakers added that sometimes the foundation drains are connected outside of the basement walls, making them a little more difficult to get to as part of the foundation drain disconnection program and with pipe bursting, the contractor will televise the lateral and see those connections, the new pipe bypasses it, and contractors can work with the home owner to install a sump pump for their foundation drains.

Mayor Boyd asked if staff would identify certain 'problem' houses to start with. Mr. Rakers stated he would like houses with clay or concrete laterals to be eligible. Alderperson Carpenter asked how big the hole in the basement needs to be in order to feed the new pipe through. Mr. Rakers stated it appeared to be about three foot by three foot. Other local municipalities offer a similar program with varying requirements for participation and cost sharing. Alderperson Carpenter spoke in favor of the program and outlined a few areas that still need to be worked out including funding and mandates. Mr. Rakers stated if the bids come in similar to the traditional work that the City is presently covering the cost of, likely the resident would not need to pay much for the full length replacement. Mayor Boyd asked what happened to the old pipe when the new one is pushed through. Mr. Rakers explained it is broken into pieces and pushed to the sides. Alderperson Hansen asked if the resident is responsible for repairs from their house to the right-of-way. Mr. Thoresen stated the resident is responsible for repairs from their house to the main. Mayor Boyd asked what staff needed from the Board to move forward. Mr. Rakers explained it was for discussion and to see if any Board members had concerns about the direction staff was proposing.

Discussion only. No action.

RESULT:	DISCUSSED
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11. Consideration and possible action on Updates to the Foundation Drain Disconnection Program Policy

Chase Kuffel, Assistant City Engineer, explained the actions taken by staff and the updates to the program policy proposed since its approval in October 2023. Mr. Kuffel explained the following updates:

1. Recommend a pre-inspection with Engineering staff and Building Inspection staff during which staff will televise the lateral if possible to verify presence of foundation drains. Staff will then outline options for the homeowners following this initial inspection.
2. Staff created a reimbursement checklist to better guide homeowners and plumbers through the process.
3. Language was clarified for televising procedures.
4. Language was clarified for the timeline for reimbursement once invoices are submitted.
5. Drafted an exemption letter that is sent to properties clarifying that remedial action may need to be taken if excessive groundwater is noticed from the property in the future. Staff is discussing the future mandate with the legal department and once that is finalized, another letter will be sent to property owners with that update. Mr. Kuffel recommended the approval of the updates to the Foundation Drain Disconnection Program Policy.

Mayor Boyd stated his approval of the changes and expressed concerns brought to him regarding a property that had installed a sump pump that were afterwards told they did not need. Alderperson Carpenter asked if homeowners have expressed any concerns about contractors not being willing to work with them on payment until the reimbursement is processed. Mr. Kuffel stated that the feedback he has received from residents is that the reimbursement window falls within the thirty day window for paying the invoices. Scott Thoresen, Director of Public Works, explained a new policy that will be addressed by Finance and Personnel Committee allowing for quicker payments. Mayor Boyd asked if staff envisioned getting all the designated money spent for this

project. Mr. Kuffel stated that he expected another surge of volunteers once the mandate letter goes out to homeowners.

Mayor Boyd moved to approve updates to the Foundation Drain Disconnection Program Policy, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

12. Consideration and possible action on Third Amendmant to 2021 Agreement for 2024 Consulting Services*

Eric Rakers, City Engineer, explained that staff is requesting to extend the contract with Robert E. Lee and Associates for 2024 consulting services and included their 2024 rates for review.

Mayor Boyd asked about fiber work happening in his neighborhood by AT&T. Chase Kuffel, Assistant City Engineer, explained that TDS started a wave of fiber activity and some contractors, such as AT&T, have restricted their work to utility easements which do not require as many permits as the work TDS is doing. Alderperson Carpenter asked if a consultant could remain on the projects they are active on, but request bids for consultant services for new work. Mr. Rakers explained that staff utilizing the consultant discussed as a group and decided to extend one more year based on the work going on and request proposals for consultant services in 2025.

Alderperson Carpenter moved to approve the third amendment to 2021 agreement for 2024 consulting services, seconded by Mayor Boyd. Upon vote, the motion passed unanimously.

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

13. Consideration and possible action on Quotes for 2024 Materials Testing and Soil Borings*

Eric Rakers, City Engineer, explained the annual request for proposal process for consulting services for engineering work including materials testing and soil borings. Mr. Rakers explained this consultant work is funded through individual capital projects. Mr. Rakers recommended award of materials testing to Bay Area Testing and soil borings to ECS Midwest.

Alderperson Hansen asked what amount was budgeted for this work. Mr. Rakers stated they are not budgeted as consultant services but included in each individual project that requires the services.

Mayor Boyd moved to approve Bay Area Testing for 2024 materials testing and ECS Midwest for 2024 soil borings, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

14. Consideration and possible action on award of Contract 24-03 Sewer Lining*
Alderperson Carpenter moved to approve award of Contract 24-03 Sewer Lining, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

15. Consideration and possible action on award of Contract 24-05 Sidewalk and Curb Repairs*
Mayor Boyd moved to approve award of Contract 24-05 Sidewalk and Curb Repairs, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

16. Consideration and possible action on award of Contract 24-13 Crackfilling*
Alderperson Carpenter moved to approve award of Contract 24-13 Crackfilling, 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

17. Consideration and possible action on award of Project 24-19 Mudjacking-Request for Proposal*
Alderperson Ledvina moved to approve award of Project 24-19 Mudjacking-Request for Proposal, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

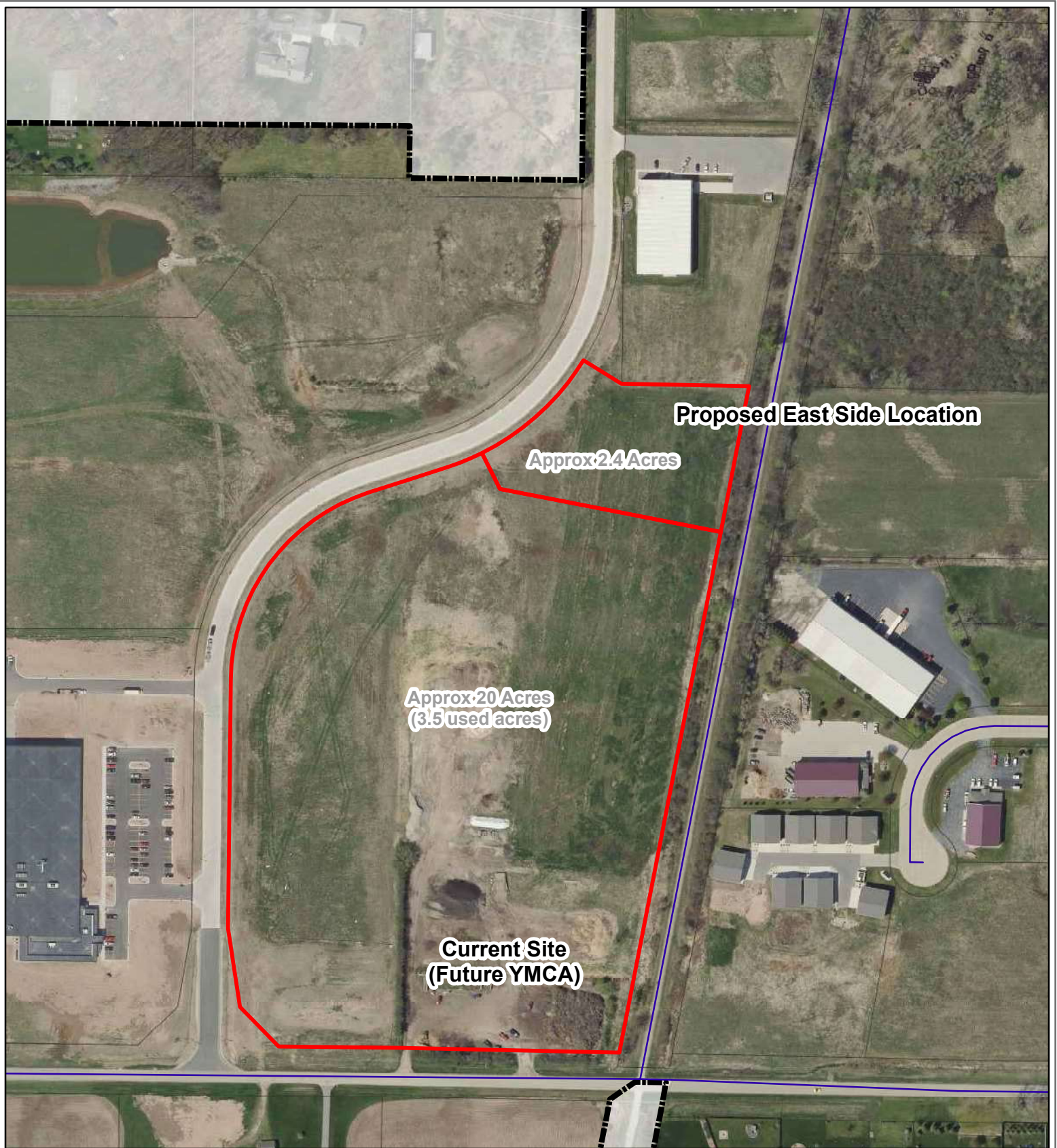
IV. Future Agenda Items

None

V. Adjournment

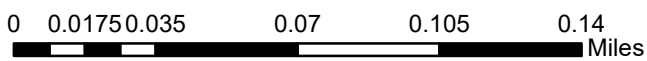
Mayor Boyd moved to adjourn the meeting at 8:54 PM, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich

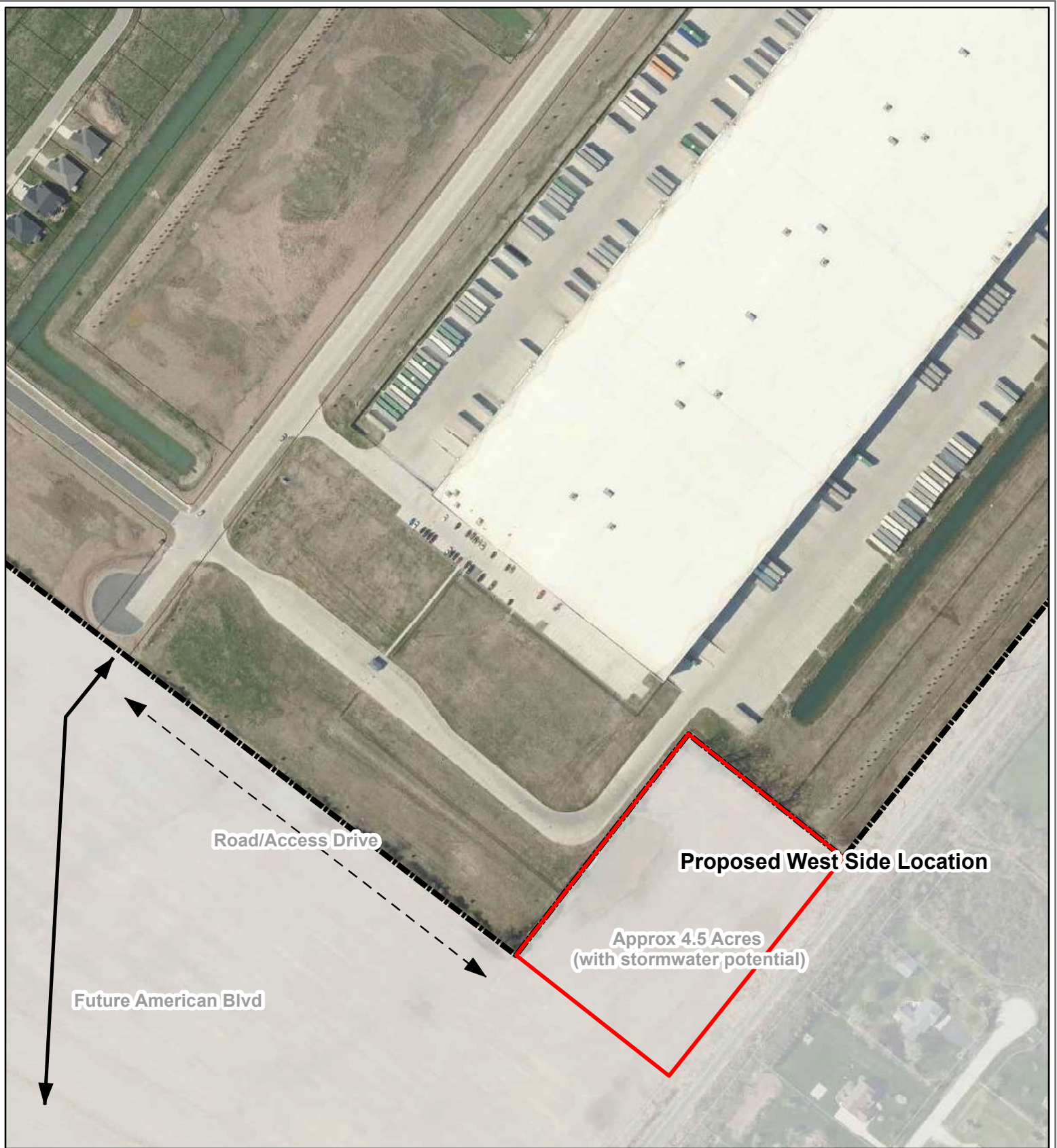


Yard Waste Drop Off Site Map - East Site Detail Map

City of De Pere

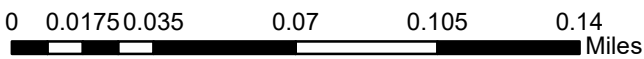


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Yard Waste Drop Off Site Map - WestSite Detail Map

City of De Pere



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June 9, 2025

Ms. Kim Flom, City Manager
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Dear Ms. Flom,

Subject: Termination of Compost Services Agreement

I am writing to formally notify you of the Town of Ledgeview's decision to terminate the existing agreement concerning compost services as stipulated in the 1998 agreement between our municipalities. This decision is made following the contractual provisions set forth in the agreement.

The Town appreciates the cooperation and service provided by the City of De Pere throughout the duration of this agreement. As per the terms outlined, this notice serves to inform you that we intend to proceed with the termination effective December 31, 2025, which complies with the notice period required by the agreement.

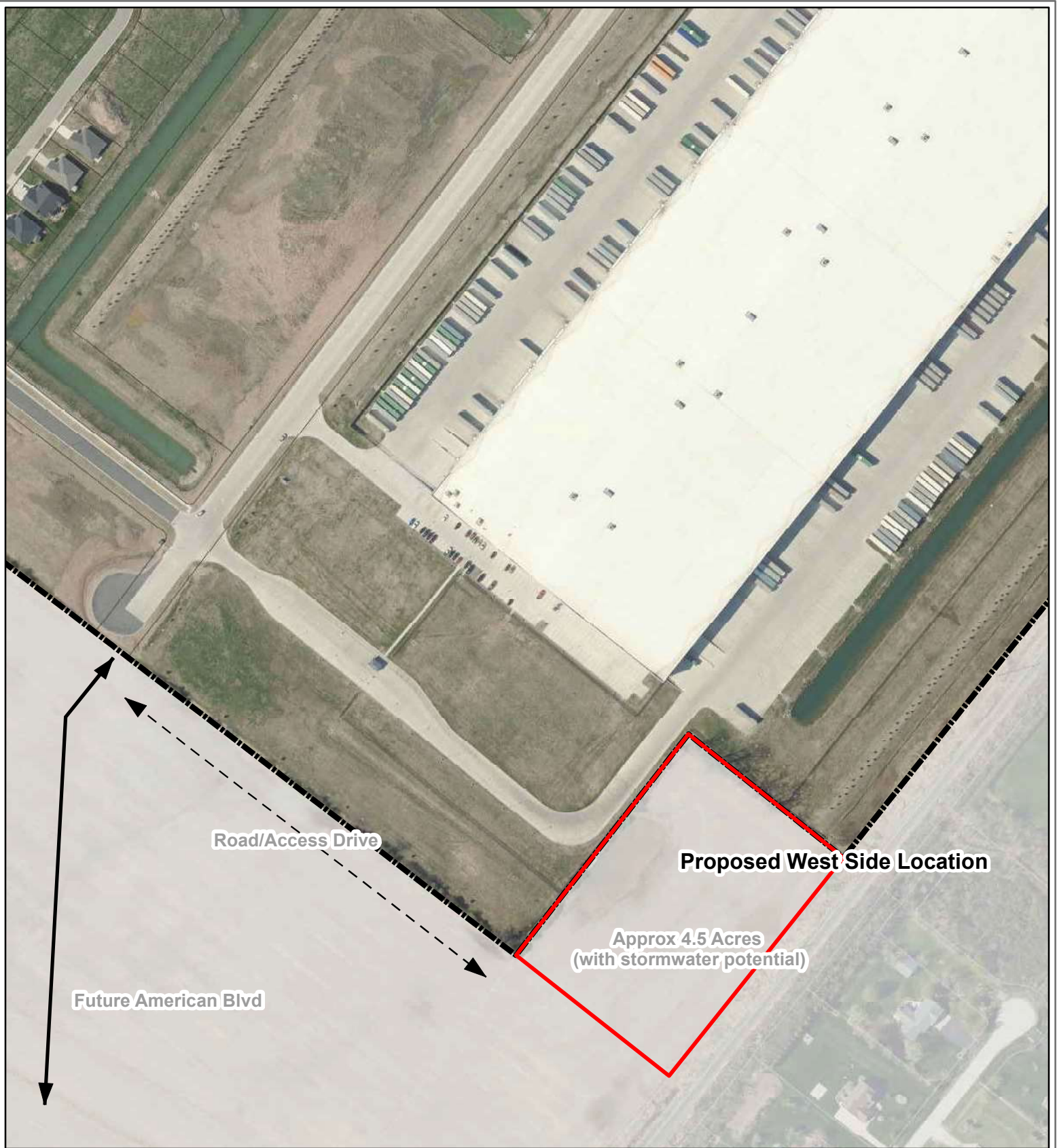
We anticipate a diligent and orderly conclusion of services and will ensure that all final matters are handled professionally. Please contact our office at your earliest convenience to discuss any remaining details and to facilitate a seamless transition.

Thank you for your attention to this matter and your continued partnership.

Sincerely,

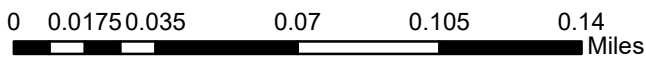
Sarah K. Burdette, Administrator
Town of Ledgeview

cc: Ledgeview Town Board
Greg Potts, Ledgeview Public Works Director



Yard Waste Drop Off Site Map - WestSite Detail Map

City of De Pere



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Scott Thoresen

From: Scott Thoresen
Sent: Wednesday, July 30, 2025 9:48 AM
To: Scott Thoresen
Subject: Wetland Mitigation Requirements for Non-Federal Wetland Exemption Request EXE-NE-2025-5-02040

From: Brandon D. Robaidek <brobaidek@releeinc.com>
Sent: Monday, July 07, 2025 8:27 AM
To: Eric Rakers <erakers@deperewi.gov>
Subject: FW: Wetland Mitigation Requirements for Non-Federal Wetland Exemption Request EXE-NE-2025-5-02040

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.

Good Morning Eric,

See below regarding the need to purchase mitigation credits for the Yard Waste Facility. Is there a bank that you have used in the past or a certain bank you wish to use for this project? Let me know and I can reach out and confirm they have credits available and get them the needed information to proceed with the credit purchase.

Thanks,
Brandon

Brandon Robaidek, P.E. | Civil Engineer
920-662-9641 | brobaidek@releeinc.com



From: Henschel, Angel J - DNR <angel.henschel@wisconsin.gov>
Sent: Thursday, July 03, 2025 2:11 PM
To: Eric Rakers <erakers@deperewi.gov>; Brandon D. Robaidek <brobaidek@releeinc.com>
Cc: Lundeen, Chelsey A - DNR <chelsey.lundeen@wisconsin.gov>
Subject: Wetland Mitigation Requirements for Non-Federal Wetland Exemption Request EXE-NE-2025-5-02040

Hi Eric and Brandon,

DNR has completed its review of the City of De Pere Yard Waste Site Non-Federal Wetland Exemption Request: EXE-NE-2025-5-02040 located in an urban area in the NW Q of Section 07, Township 22 North, Range 20 East, City of De Pere, Brown County. The project will result in permanent impacts to 26,496 square feet (0.61 acres) of fresh (wet) meadow wetlands in the Fox Service Area, Lower Fox HUC 8.

According to state statute, wetland impacts in urban areas between 10,000 square feet and 1 acre (43,560 sq ft) per parcel that qualify for the non-federal wetland exemption require the purchase of wetland mitigation credits to compensate for the wetland losses. Your application will remain on hold until the mitigation requirements as

described below have been satisfied. Based upon the facts outlined above, the DNR has determined the project has the following wetland mitigation requirements:

Permanent Fresh (Wet) Meadow Wetland Impacts:

- 26,496 square feet – 10,000 square feet (non-federal reduction) = 16,496 SF
- 16,496 SF X 1.2:1 ratio = 19,795.2
- $19,795.2/43,560 = 0.45$ mitigation credits required to be purchased

DNR has determined that mitigation for the above-mentioned wetland impacts will be accomplished through the purchase of Wetland Mitigation Bank Credits as there are private wetland mitigation bank credits available in the Fox service area. As wetland credits are available, please contact one or more of the following mitigation bank sponsors and purchase 0.45 credits as fresh (wet) meadow, sedge meadow, OR wet to wet mesic prairie. Of the below options, please choose the one that works best for your project.

- Brooks Road Wetland Mitigation Bank
Contact: Chet Wesenberg (chet@wesenberg.co or 920-410-6200)
- Leach Farms Wetland Mitigation Bank
Contact: Tom Leach (tleach@leachfarms.com or 925-300-4114)
- Northland Fremont Wetland Mitigation Bank
Contact: Al O'Leary (aoleary@wctc.net or 715-323-2050)
- Shawano County Robinson Wetland Mitigation Bank
Contact: Hunter Hoffman (hunter.hoffman@co.shawano.wi.us or 715-526-9182)
- Waupaca River Wetland Mitigation Bank
Contact: Casey Beyersdorf (casey.beyersdorf@co.waupaca.wi.us or 715-258-7152)
- Wolf River Wetland Mitigation Bank
Contact: Ann Key (ann@wetlandsandwater.com or 715-892-4211)

Once you receive an affidavit of credit purchase from the mitigation bank sponsor, please forward that information to Chelsey Lundeen (attached on this email) and me. Please note that DNR cannot issue our permit approval until we receive the affidavit of credit purchase.

Let me know if you have any questions about this email and have a happy Fourth of July weekend!

Best,

Angel Henschel

Water Management Specialist
Division of External Services
Wisconsin Department of Natural Resources
2984 Shawano Ave
Green Bay, WI 54313-6727
Mobile: (920) 366-7249
Angel.Henschel@wisconsin.gov



dnr.wi.gov

Our core values include professionalism, integrity, and customer service.

Please visit our [survey](#) to provide feedback on your experience interacting with any DNR employee.



Scott Thoresen

From: Kurt Minten <kurtm@lawrencewi.gov>
Sent: Wednesday, June 11, 2025 7:04 AM
To: Scott Thoresen
Cc: Patrick Wetzel; Eric Rakers; James Boyd; Kim Flom; Tony Fietzer; Dan Carpenter; Patrick Wetzel
Subject: RE: Yard Waste Site Update

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.

Good morning Scott,

The Town is very interested in a joint yard waste site. As plans move forward please keep us informed due to the fact that we would be interested in having an agreement in place by the end of 2025. We would like to reallocate the location we have now for future town needs.

Thanks for update and have a nice day,

Kurt Minten

Director of Public Works
Town of Lawrence
920-660-6695
Kurtm@Lawrencewi.gov

ATTENTION!! Please update your contact information with my new email address: Kurtm@lawrencewi.gov

From: Scott Thoresen <sthoresen@deperewi.gov>
Sent: Tuesday, June 10, 2025 6:29 AM
To: Kurt Minten <kurtm@lawrencewi.gov>
Cc: Patrick Wetzel <patrickw@lawrencewi.gov>; Scott Thoresen <sthoresen@deperewi.gov>; Eric Rakers <erakers@deperewi.gov>; James Boyd <jboyd@deperewi.gov>; Kim Flom <kflom@deperewi.gov>; Tony Fietzer <tfietzer@deperewi.gov>; Dan Carpenter <dcarpenter1@deperewi.gov>
Subject: Yard Waste Site Update

Good Morning Kurt,

Happy Tuesday!

I wanted to provide you with an update on the west side yard waste site. We are working through the design process at this time. There are wetlands impacting the project we will need to mitigate as part of the project. It is our intent bid and construct this site in 2026.

I know we have had discussions in the past with the Town of Lawrence interested in entering into an intergovernmental agreement so the residents of the Town can use this yard waste site. Is the Town still interested in doing this? Please advise.

Any questions please let me know.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)

925 South Sixth Street | De Pere, WI 54115

Tel: (920) 339-8095 | Fax: (920) 339-4071



Email: sthoresen@mail.de-pere.org

Facebook: [City of De Pere Facebook](#)

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Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Eric Zygarlicke, Water Dept Supervisor
SUBJECT: Consideration and possible action on HydroCorp Commercial Cross Connection Inspection Contract Renewal*
RECOMMENDED ACTION: Staff recommends that the City renew our contract with HydroCorp to continue to facilitate the cross-connection inspection program for commercial and industrial properties through August 1, 2027.

ATTACHMENTS:
2025 0811 CI_BOPW Memo_HydroCorp Commercial Cross Connection Inspection Contract Renewal, HydroCorp Non-Residential CCC Program Agreement and Addendum_2025-06-26

CITY OF DE PERE MEMO



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

From: Eric Zygarlicke, Water Department Supervisor

Date: August 11, 2025

RE: Consideration and Possible Action for HydroCorp Commercial Cross-Connection Inspection Contract Renewal*

Our contract with HydroCorp for the commercial and industrial cross-connection control program expired on August 1, 2025. Attached is the contract renewal submitted by HydroCorp for consideration.

The City is required by the Wisconsin Administrative Code 810.15 to maintain our cross-connection control program that began in 2008.

The purpose of the cross-connection program is to ensure that the City provides and protects the water distribution system according to safe drinking water standards. The cross-connection program will inspect private plumbing systems for commercial and industrial properties to make sure they cannot contaminate the City's water supply. The cross-connection program will continue to establish and administer guidelines for controlling cross-connections and implementing means to ensure their enforcement. This work will protect that the public drinking water both in the City's distribution mains as well as within private buildings.

The department recommends that the City renew our contract with HydroCorp to continue to facilitate the cross-connection inspection program for commercial and industrial properties through August 1, 2027. The new two (2) year contract is for a total amount of \$65,389.50. The funding for this program is budgeted for the 2025 water utility budget.

If you should have any questions or concerns regarding this matter, feel free to contact Scott Thoresen or my office.

Renewal Service Agreement

DEVELOPED FOR

Eric Zygarlicke

De Pere, City Of

925 S Sixth St.

De Pere, WI, 54115-119

6/26/2025

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDRCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

SCOPE OF WORK3-4

PROFESSIONAL SERVICE AGREEMENT.....5-9

APPENDIX - QUALIFICATIONS 10

ADDENDUM.....11

Statement of Work

HydroCorp™ will provide the following services to the De Pere, City Of. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the De Pere, City Of with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Regulations. Once this project has been approved and accepted by the De Pere, City Of and HydroCorp, you may expect completion of the following elements within an 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 451.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$144.99. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater . Company will assist in compliance with Wisconsin Department of Natural Resources, Bureau of Drinking Water and Groundwater cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
1	\$2,671.13	\$32,053.50
2	\$2,778.00	\$33,336.00
Contract Total		\$65,389.50

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments unless written cancellation by either party received at least 60 days prior to next renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 8/1/2025.

De Pere, City Of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President

HYDROCORP, LLC
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Applicability. These terms and conditions (these "Terms") are the only terms which govern the provision of the professional services ("Services") by HydroCorp, LLC, a Michigan limited liability company ("Company") to the customer named on the attached statement of work, order form, proposal, or purchase order ("Client", and together with Company the "Parties" and each individually a "Party"). The attached statement of work, order form, proposal, or purchase order (the "Proposal") and these Terms (collectively, this

"Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client's acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company

Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company’s Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client’s option, elect to access and use Company’s

Software Data Management Program (the “**Software**”) during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT’S USE OF THE SOFTWARE WILL MEET CLIENT’S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) the Receiving Party establishes by

documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client’s breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, “**Losses**” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action

of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter until terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement,

effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company’s assets without Client’s consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client’s final approval and shall be subject to Client’s general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted

successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client’s principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client’s principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party’s (“**Impacted Party**”) reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days’ written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party’s name, likeness, and logos

in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

ADDENDUM TO HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT

THIS ADDENDUM TO HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT (“Addendum”) modifies the HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT (“Agreement”) between HydroCorp, LLC, a Michigan limited liability company (“Company”) and De Pere, City Of, a municipal corporation and political subdivision of the State of Wisconsin (“Client,” and together with Company, the “Parties,” or either of the Parties individually, the “Party”), and is effective as of the same date as the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Company hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Defined Terms. All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Agreement.
3. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Party and its affiliates, and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from such Party's grossly negligent or willful acts or omissions; or (b) such Party's breach of any of its representations, warranties, or obligations of this Agreement. As used herein, “Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
4. Insurance. Remove “The certificate of insurance shall name Company as an additional insured.”

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

De Pere, City Of

HydroCorp



By:
Title:

By: Paul M. Patterson
Its: Senior Vice President



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Discuss Water Main Infrastructure
RECOMMENDED ACTION: Discussion Only

ATTACHMENTS:
Discuss Water Main Infrastructure 8-05-2025, 2024 PSC Water Main

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: August 5, 2025
RE: Discuss Water Main Infrastructure

Aldersperson Carpenter requested having a discussion at the BOPW regarding the City's existing water main infrastructure.

Annually, the City is required to file a PSC report regarding the water utility. In the report it includes information on the City's existing water mains. Attached is information from the 2024 PSC report pertaining to the age and material types of the water mains.

In summary, the attached pages show:

- Total Water Main = 678,514 lineal feet
- Total Water Main Retired = 7,716 lineal feet
- Total PVC Water Main = 485,926 lineal feet (71.62%)
- Total Non-PVC Water Main = 192,588 lineal feet (28.38%)

Typically, the non-pvc water main is replaced not only because of age but also due to the corrosive clay soils the City has which deteriorates the metal pipe causing water main breaks. The past few years approximately 8,000 lineal feet of water main a year has been replaced (retired). Ultimately, the goal is eventually to replace all the non-pvc water main with pvc. At the current rate of 8,000 lineal feet per year, it would take approximately 24 years to replace all the non-pvc pipe.

Overall, the City's has been doing a very good job in maintaining the existing infrastructure. In fact, in a recent DNR inspection of the water utility, the DNR said the City's drinking water system is in excellent condition and the City's operators should be commended.

Water Mains

- Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- Explain all reported adjustments as a schedule footnote.
- For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were funded.
 - Also report the amount assessed and the feet of main recorded under this method.
 - If installed by a developer, explain the basis of recording the cost of the additions, the total amount, and the feet of main recorded under this method.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Material (a)	Main Function (b)	Diameter (inches) (c)	Number of Feet				Adjustments Increase or (Decrease) (g)	End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)				
HDPE	Distribution	2				356	356	1	
Other Metal	Distribution	2	270				270	2	
Ductile Iron, Lined (late 1960's to present)	Distribution	4				85	85	3	
Unlined Cast Iron (pre-early 1950's)	Distribution	4	2,356				2,356	4	
PVC	Distribution	4	468			(150)	318	5	
Asbestos-Cement (Transite)	Distribution	6	5,044		1	(138)	4,905	6	
Ductile Iron, Lined (late 1960's to present)	Distribution	6	15,442			4,547	19,989	7	
Unlined Cast Iron (pre-early 1950's)	Distribution	6	52,889			(9,156)	43,733	8	
PVC	Distribution	6	15,937	1		800	16,738	9	
Unknown - Does Not Contain Lead	Distribution	6	376			(376)	0	10	
Ductile Iron, Lined (late 1960's to present)	Distribution	8	47,515		3,400	4,602	48,717	11	
Unlined Cast Iron (pre-early 1950's)	Distribution	8	9,003				9,003	12	
PVC	Distribution	8	239,804	8,496		1,482	249,782	13	
Unknown - Does Not Contain Lead	Distribution	8	2,762		2,762		0	14	
Ductile Iron, Lined (late 1960's to present)	Distribution	10	21,579			(157)	21,422	15	
Lined Cast Iron (mide-1950's to early 1970)	Distribution	10	8,837		1	(636)	8,200	16	
PVC	Distribution	10	69,747	1		(366)	69,382	17	
Ductile Iron, Lined (late 1960's to present)	Distribution	12	29,232				29,232	18	
Lined Cast Iron (mide-1950's to early 1970)	Distribution	12	2,061			310	2,371	19	
PVC	Distribution	12	122,800	1,552	1,552	655	123,455	20	
Ductile Iron, Lined (late 1960's to present)	Distribution	16	2,270				2,270	21	
PVC	Distribution	16	25,911			(16)	25,895	22	
Galvanized	Distribution	18				35	35	23	
PVC	Distribution	18	35			(35)	0	24	
Total Within Municipality			674,338	10,050	7,716	1,842	678,514	25	
Total Utility			674,338	10,050	7,716	1,842	678,514	26	

Age of Water Mains

- If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Size (a)	Feet of Main													Total (m)				
	pre-1900 (b)	1901-1920 (c)	1920-1940 (d)	1941-1960 (e)	1961-1970 (f)	1971-1980 (g)	1981-1990 (h)	1991-2000 (i)	2001-2010 (j)	2011-2020 (k)	2021-2030 (l)							
2,000				270										356	626	1		
4,000			1,420	921											277	0	2,759	2
6,000			3,901	32,685	12,241	15,477	5,271	7,132	6,497	1,847	314				314		85,365	3
8,000			1,100	8,754	2,281	35,262	25,845	74,639	57,870	70,185	31,566						307,502	4
10,000			799	6,870	4,163	6,015	19,679	31,797	22,862	6,814	5						99,004	5
12,000			3	4,731	7,344	8,781	18,267	39,864	48,540	19,855	7,673						155,058	6
16,000						11	2,368	3	5,341	14,205	6,237						28,165	7
18,000									35								35	8
Total	0	0	7,223	54,231	26,029	65,558	71,445	153,549	141,145	113,539	45,795						678,514	9

Describe source of information used to develop data:
 Information is provided by the GIS mapping program.



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Public Works
FROM: Thomas Blohowiak , Maintenance Supervisor
SUBJECT: Consideration and possible action on award of Contract 25-21 City Hall First Floor Remodel*
RECOMMENDED ACTION: Staff recommends accepting the bid from IEI General Contractors in the amount of \$268,831.00 for the full scope of work.

ATTACHMENTS:
2025 0811 CI_BOPW_Award_25-21, 2025 0731 CE_Project 25-21_Bid Tab

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: August 11, 2025

RE: **Consideration and possible action on award of Contract 25-21 City Hall First Floor Remodel***

The Engineering Department received bids on Project 25-21 City Hall First Floor Remodel on Thursday, July 31, 2025. The project includes remodel of the first floor to create more office/cubicle space due to the addition of employees over the past few years and added security to the front counter area. The bids received are as follows:

Contractor	Base Bid	Deduct Alt #1	Deduct Alt #2	Total
IEI General Contractors	\$268,831.00	\$44,227.00	\$12,541.00	\$212,063.00
Howard Immel Inc	\$327,190.00	\$55,000.00	\$14,000.00	\$258,190.00
Frank O Zeise Construction Co, Inc	\$326,106.00	\$48,624.00	\$15,813.00	\$261,669.00
8 Pine, Inc	\$315,404.54	\$25,584.00	\$9,703.25	\$280,117.29
The Reese Group, LLC	\$369,811.89	\$40,181.61	\$9,756.83	\$319,873.45
Elite Builds, Inc	\$413,750.00	\$55,600.00	\$15,370.00	\$342,780.00

The budgeted amount for this project is \$780,000 including engineering, remodel, and furniture. Alternate #1 included security improvements at the front counter and alternate #2 included the addition of a secure mother's room off the break room.

Staff's recommendation is to accept the bid from IEI General Contractors in the amount of \$268,831.00 for the full scope of work.

Attachments:

2025 0731 CE_Project 25-21 Bid Tab (PDF)



**Project 25-21
City Hall First Floor Remodel**

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4		Bidder No. 5		Bidder No. 6	
				IEI General Contractors		Howard Immel Inc		Frank O. Zeise Construction Co., Inc.		8 Pine Inc		The Reese Group, LLC		Elite Builds, Inc.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
BASE BID															
BB-01	First Floor City Hall Remodel Lump Sum Bid	LS	1	\$268,831.00	\$268,831.00	\$327,190.00	\$327,190.00	\$326,106.00	\$326,106.00	\$315,404.54	\$315,404.54	\$369,811.89	\$369,811.89	\$413,750.00	\$413,750.00
ALTERNATE/DEDUCT 1															
A-01	Alternate #1 - Deduct work labeled alternate #1	LS	-1	\$44,227.00	(\$44,227.00)	\$55,000.00	(\$55,000.00)	\$48,624.00	(\$48,624.00)	\$25,584.00	(\$25,584.00)	\$40,181.61	(\$40,181.61)	\$55,600.00	(\$55,600.00)
ALTERNATE/DEDUCT 2															
A-02	Alternate #2 - Deduct work labeled alternate #2	LS	-1	\$12,541.00	(\$12,541.00)	\$14,000.00	(\$14,000.00)	\$15,813.00	(\$15,813.00)	\$9,703.25	(\$9,703.25)	\$9,756.83	(\$9,756.83)	\$15,370.00	(\$15,370.00)
Total Amount Bid:				\$212,063.00		\$258,190.00		\$261,669.00		\$280,117.29		\$319,873.45		\$342,780.00	



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Engineering
FROM: Chase Kuffel, Assistant City Engineer
SUBJECT: Consideration and possible action on update to the policy for Full Length Sanitary Lateral Replacement Program
RECOMMENDED ACTION: Staff recommends that the Board approve updated Full Lateral Replacement Policy to incorporate the new language.

ATTACHMENTS:
2025 0811 CI_BOPW_Full-Length Lateral Replacement Update, 2025 0811 Full Lateral Replacement Program

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Chase K Kuffel, P.E., Assistant City Engineer
Date: August 11, 2025

RE: **Consideration and possible action on update to the policy for Full Length Sanitary Lateral Replacement Program**

In October of 2024, the Board of Public Works approved the Full Lateral Replacement policy. As part of the 2025 construction season, staff was able to utilize the new policy and replace the full length of sanitary sewer lateral from the property owner's home to the City's sewer main. The City observed the following participation rates as part of this program:

- Project 25-01 Sewer and Water Relay and Street Resurfacing saw 35 of 45 (78%) eligible residents participate.
- Project 25-02 Northeast Street Reconstruction saw 12 of 14 (86%) eligible residents participate. (Many residents for this project were serviced off rear lot alleyways that were not incorporated as part of the utility relay limits.)

Prior to replacing the sanitary sewer lateral, the City's contractor meets with the property owner to review the basement and confirm that the work is feasible. This summer, a few properties were deemed to be infeasible to complete the pipe bursting into the home due to either the basement geometrics (poor basement window locations to pull the new pipe into the dwelling for pipe bursting) or the amount of finished furnishings that would need to be removed or demolished to accommodate the work. The contractor was able to provide an alternative to allow for pipe bursting to the foundation wall of these dwellings in lieu of pulling the pipe into the basement.

Due to this new alternative, staff would like to incorporate the following language into the Full Lateral Replacement policy for City-led projects:

"If a property owner opts to participate in the full-length lateral replacement program as part of a City led project, and the Contractor determines that it is infeasible to complete the pipe bursting into the basement as part of the project, the homeowner will then be given the option to pipe burst their sanitary lateral to the home foundation and excavate outside of the dwelling. It will be the homeowner's responsibility to replace any landscaping removed to accommodate pipe bursting from outside of the home. This option will not be provided to those property owners that are able to pipe burst into the basement."

The addition of this language would allow for both the City and property owner to benefit from this

program, even though the sanitary sewer lateral is not pulled fully into the basement of the dwelling.

Recommendation

Staff recommends that the Board approve updated Full Lateral Replacement Policy to incorporate the new language.

Attachment

2025 0811 Full Lateral Replacement Policy



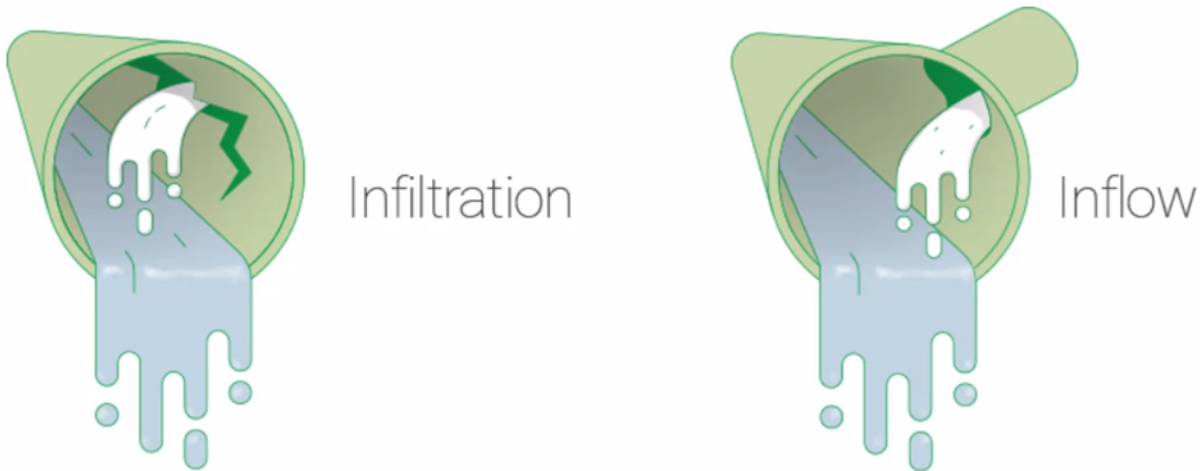
FULL LATERAL REPLACEMENT POLICY

Updated 8-11-2025

DEFINITIONS

Inflow and Infiltration (I&I)

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



Lateral means the extension from the public sewer or other place of disposal beginning outside the building wall (Chapter 70 of the De Pere Municipal Code). Laterals are owned by the property owner. Nothing in this policy should be construed as changing ownership of or responsibility for the lateral from the private property owners to the City.

Sanitary sewer means a sewer that carries liquid- and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with small quantities of groundwaters, surface waters, and storm waters that are not admitted intentionally (Chapter 70 of the De Pere Municipal Code). For this policy, the term **main** means sanitary sewer also.

BACKGROUND

The City of De Pere has significant inflow and infiltration (I&I) into the sanitary sewer system. De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and two lift stations. Studies estimate that there are approximately the same number of miles of private sewer and laterals. The City maintains the public sewer through cleaning, televising, reconstructing, lining, and sealing leaks. Private laterals are the responsibility of the private property owners and often not maintained. A significant amount of clear water is estimated to come from private laterals. For instance, as the City seals leaks around the main, the water table will increase until a point where a leak occurs on the private laterals.

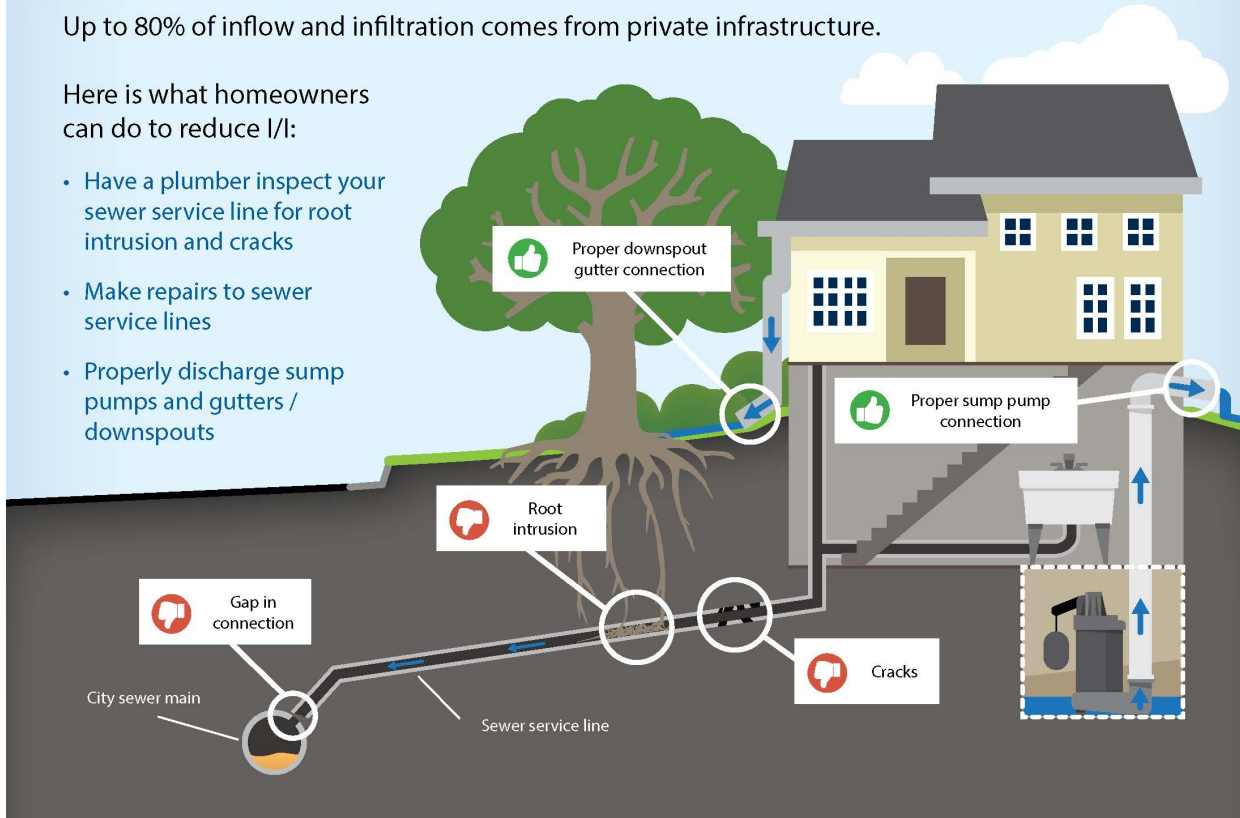
There are multiple opportunities for I&I on the private side of the sewer system. The diagram below shows multiple I&I locations including foundation drains, roof drain connections, and leaking laterals.

You can reduce inflow and infiltration

Up to 80% of inflow and infiltration comes from private infrastructure.

Here is what homeowners can do to reduce I/I:

- Have a plumber inspect your sewer service line for root intrusion and cracks
- Make repairs to sewer service lines
- Properly discharge sump pumps and gutters / downspouts



The City has taken steps to eliminate I&I from the private systems. The City has created the Foundation Drain Disconnection Program (FDDP) to provide a financial incentive for property owners to disconnect foundation drains from sanitary laterals. The FDDP was updated in 2024 to mandate sump pump installation.

The City purchased smoke testing equipment and began smoke testing the sanitary sewer system in 2024. The goal is to eliminate illicit connections such as roof drains.

One of the remaining sources of infiltration is leaking sanitary laterals. At the March 11, 2024 meeting, the Board of Public Works approved a voluntary trial program offering full length lateral replacement via a method called pipe bursting as part of City projects where sanitary laterals are being replaced to the right of way with the project.

In the past, the City has been replacing clay, concrete, ductile iron, and cast-iron sanitary sewer laterals from the sanitary sewer main, to the property line (right-of-way line) in conjunction with water service relay work. This is done by excavating down to the existing sanitary sewer lateral and physically replacing the pipe. This is considered the open cut method, as the contractor is required to open the road and dig down to the pipe needing replacement.

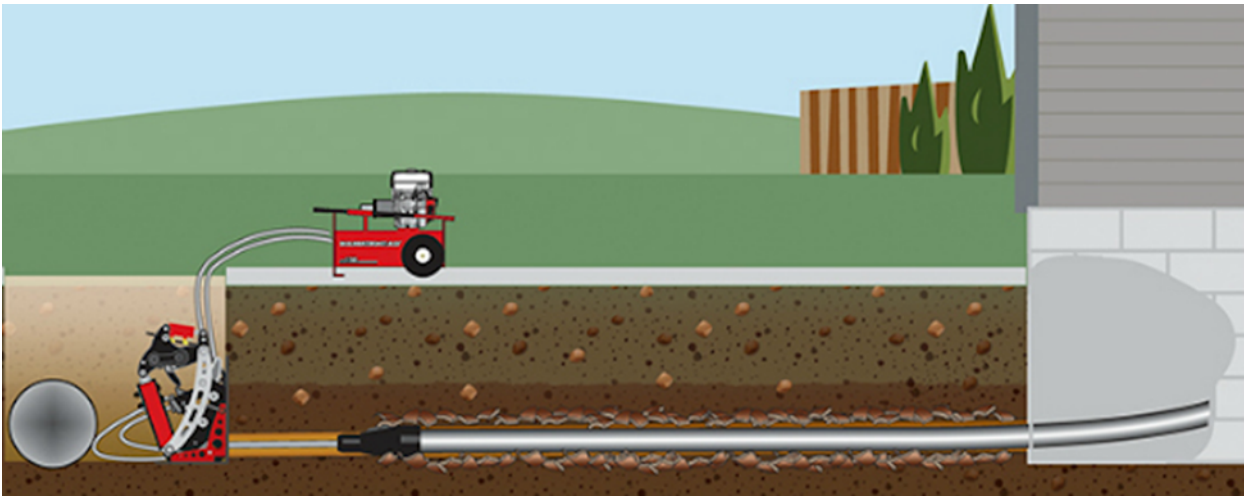
In 2024, the City led a voluntary trial program with City projects offering full lateral replacement from the main to the basement via pipe bursting. This was for utility relay projects where the sanitary laterals were scheduled to be relayed. This was fully funded by the City. The benefit to the City is that the lateral is completely replaced with plastic to minimize infiltration. The benefit to the property owner is a new lateral.

DISCUSSION

The purpose of this policy is to implement a full lateral replacement program to address I&I. The goal is to provide an incentive for property owners with clay, concrete, ductile iron, or cast-iron laterals to repair their entire lateral with trenchless technologies versus completing just spot repairs.

There are two trenchless technologies included for reimbursement with the program; pipe bursting or lateral lining.

Pipe bursting is a technique of breaking the existing lateral while pulling a new pipe through the existing lateral. There are two excavations required, one in the basement floor and the other at the sanitary sewer main. Once completed, there is a new plastic pipe from the sewer main into the basement.



Sewer lateral lining involves injecting an epoxy resin into liner that is inserted into the damaged pipe. The liner is cured with heat or light to make it hard. While the pipe diameter is reduced slightly, the capacity of the lateral is not reduced due to the smooth interior of lined lateral.



The program will be divided into two parts as follows:

- Lateral replacement as part of a City project where partial lateral relay is planned through open-cut construction.
- Private lateral relay for property owners considering a sanitary lateral replacement outside of a City project.

City Led Projects

For City projects, the program will be on a voluntary basis. Funding will be 100% like the 2024 trial program. The City will bid pipe bursting with the City project. Work will be completed by the City contractor. Funding will be for the pipe bursting, connecting the sanitary lateral at the main, and concrete restoration in the basement. In addition to this, the City will install a sump basin if it is found through pre-televising that the foundation drain is directly connected to the sanitary lateral. The property owner will be responsible for the sump pump and pump piping costs. The property owner will be eligible for partial funding of the sump pump and piping costs through the Foundation Drain Disconnection Program. Restoration of the concrete floor will be completed by the City. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement.

If a property owner opts to participate in the full-length lateral replacement program as part of a City led project, and the Contractor determines that it is infeasible to complete the pipe bursting into the basement as part of the project, the homeowner will then be given the option to pipe burst their sanitary lateral to the home foundation and excavate outside of the dwelling. It will be the homeowner's responsibility to replace any landscaping removed to accommodate pipe bursting from outside of the home. This option will not be provided to those property owners that are able to pipe burst into the basement.

Private Lateral Replacements

There are many situations where private laterals require repair outside of a City project. The pilot program only included full lateral replacement associated with a City project. The program will be expanded to include lateral relay outside of City project along with expanding the options for trenchless construction techniques. The City will provide an incentive up to 50% for full lateral replacement through pipe bursting or sewer lining. Laterals relayed outside of a City project, will be led by the property owner. The property owner will be responsible to hire a contractor to complete the work. Property owners will be eligible for up to a 50% reimbursement, up to \$3,000 (\$6,000 project cost). Eligible expenses will include the cost to pipe burst or line, replace the concrete floor in the basement, landscape restoration and permits. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement.

In addition to pipe bursting, the project would add the option of sanitary lateral lining. Lining in sanitary sewer laterals is similar to sanitary sewer main lining completed by the City. Under this situation, the sewer is cleaned, a pipe liner is inserted into the pipe and cured. Like pipe bursting, sanitary sewer lateral lining would be eligible for 50% reimbursement by the City and the entire lateral, from the sanitary sewer main out in the road to the basement would need to be lined.

To further encourage residents to participate, the City may consider completing any hard surface repairs (roadway, curb or sidewalk) as part of its annual capital improvement program at no cost to the homeowner. These hard surface restoration costs would then be funded using the same funds allocated to complete full-length sanitary sewer replacements.

The program for private lateral replacements would be run like the Foundation Drain Disconnection Program (FDDP) with the property owner hiring a contractor to complete the work and then submitting eligible expenses for the City to reimburse. For a program like this, staff will need to work closely with the property owner to review preconstruction and post-construction televising to verify the work has been completed properly.

Other Considerations

Properties will be eligible for lateral relay or lining with City participation once. City staff will maintain a list of properties with partial and full lateral relays starting with full lateral relays completed as part of the City's 2024 construction projects.

Existing full length PVC laterals will not be eligible. For partial lateral relays that were completed by the City prior to 2025, the City will participate in the private lateral relay from the right of way to the house, like the policy identified above.

Starting in 2025, for City projects with sanitary lateral relay work, a property owner will only be eligible for the full lateral relay using pipe bursting at the time of the project. If the property owner chooses not to participate in pipe bursting and the City relays the sanitary lateral to the right of way as part of the project, this property will not be eligible for City participation in the future. For these properties, the City will have already paid to have half the lateral relayed as part of the City project, which equates to the 50% funding that the City provides in the Private Lateral Relay portion of this policy.

POLICY

City Led Projects.

- 100% funding of eligible expenses. Eligible expenses include the cost for pipe bursting/lining. Repairing the concrete floor. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement.
- Sump basin installation will be completed by the City if it is found through pre-televising that the foundation drain is directly connected to the sanitary lateral. The property owner will be responsible for the sump pump and pump piping costs. Sump pump and pump piping costs are eligible for partial funding through the Foundation Drain Disconnection Program.
- All property owners will be notified of the program and given the option to voluntarily participate.
- Costs for this part of the program will be included with the capital costs for the projects.

Private Lateral Replacement.

- The entire length of the lateral is replaced by the property owner with a City approved method, which at this time is pipe bursting or lining.
- Property owners will need to contact the City and obtain permits prior to commencing the work.
- 50% funding of eligible expenses up with a maximum reimbursement of \$3,000 (\$6,000 project). Eligible expenses include the cost for pipe bursting/lining. Repairing the concrete floor. The cost to restore finished basements (walls, floors, finishes, etc) along with other items such as backflow preventers, basement piping and plumbing are not eligible for reimbursement.
- A Street Excavation Permit is required but will be treated as an emergency repair with no charge.
- Backfilling within City right of way shall be completed under the supervision of City staff.
- The City will complete asphaltic concrete pavement restoration at no cost to the property owner.

- Post construction televising will be required.
- The City will set aside a set amount of funds for the private led lateral replacement. Once the funds are exhausted for the year, property owners will need to wait until the next year to be reimbursed. Invoices will be submitted within six months of completing the work.

Other Items

Eligibility is as follows:

- Starting in 2025, for City led projects, a property owner will only be eligible for the full lateral relay using pipe bursting at the time of the project. If the City relays the sanitary lateral to the right of way as part of the project and the property owner does not participate in pipe bursting, this property will not be eligible for City participation in the future.
- For partial lateral relays that were completed by the City with a City project prior to 2025, the City will participate in the private lateral relay from the right of way to the house.
- A property is only eligible for the 50% cost share once.
- Existing clay, concrete, cast iron, or ductile iron laterals are eligible.



Request for Board of Public Works Action

MEETING DATE: August 11, 2025
DEPARTMENT: Engineering
FROM: Chase Kuffel, Assistant City Engineer
SUBJECT: Consideration and possible action on Intergovernmental Agreement between the Town of Ledgeview and the City of De Pere for the O’Keefe Road Construction*
RECOMMENDED ACTION: Staff recommends that the Board approve this agreement and forward the agreement to Common Council for final consideration and approval.

ATTACHMENTS:
2025 0811 CI_BOPW_Ledgeview_Intergovernmental_Agreement, 2025 0709
Ledgeview_Intergovernmental_Agreement_OKeefe

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: August 11, 2025

RE: **Consideration and possible action on Intergovernmental Agreement between the Town of Ledgeview and the City of De Pere for the O'Keefe Road Construction***

Attached is an intergovernmental agreement between the Town of Ledgeview and the City of De Pere for the cost sharing of construction costs for the curb repair and resurfacing of O'Keefe Road from S. Broadway Street (CTH PP) to Red Wing Trail. The cost sharing for the resurfacing costs is equally split between the two municipalities with each municipality covering the cost for any curb and gutter removed and replaced along their corresponding frontage.

Recommendation

Staff recommends that the Board approve this agreement and forward the agreement to Common Council for final consideration and approval.

Attachment

2025 0709 Ledgeview_Intergovernmental_Agreement_OKeefe

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF LEDGEVIEW AND
THE CITY OF DE PERE
FOR COST SHARING OF
CURB REPAIR AND STREET RESURFACING

This Wis. Stat. §66.0301 Intergovernmental Agreement (“Agreement”) for the sharing of costs for curb repair and street resurfacing ("Project") is entered into by the Town of Ledgeview ("Ledgeview") and the City of De Pere ("De Pere"), for the purposes of creating an agreement between Ledgeview and De Pere to share in the costs of curb repair and street resurfacing for O’Keefe Road ("Road"), which have shared frontage as set forth below:

WHEREAS, Ledgeview and De Pere desire to resurface the Road and repair the connected curbing; and

WHEREAS, Ledgeview and De Pere will equally share in the resurfacing costs of the Project; and

WHEREAS, Ledgeview and De Pere desire to enter into this Agreement for purposes of clarifying the responsibility of each municipality; and

WHEREAS, the parties will work together on this Project in an effort to share costs and expenses and to reduce the burden on each individual municipality. By working together, the municipalities herein believe that it will be in their common interest to share in the aforementioned costs and expenses.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Ledgeview and De Pere agree as follows:

1. De Pere will be responsible for all costs related to engineering, bidding and plan drafting for the Project.
2. The Project will be bid by De Pere as Project 25-07 Curb Repair and Street Resurfacing with a bid date of Thursday, May 1, 2025 at 1:00 p.m.
3. The parties shall share costs of the bidding as follows:
 - a. O’Keefe Road. De Pere shall pay 50% of the final constructed price for the street resurfacing of the Road (see Exhibit A).
 - b. O’Keefe Road. Ledgeview shall pay 50% of the final constructed price for the street resurfacing of the Road (see Exhibit A).
4. All concrete work and inlet repair shall be paid by the municipality on which municipality the property borders.
5. The scope of work is further identified in Exhibit B, namely pages C112 through C115.

6. Field inspection of the construction will be performed by each municipality for their respective portions.
7. This Agreement shall run with the land and may be amended only with the written consent of Ledgeview and De Pere. Any dispute with respect to this Agreement shall be venued in Brown County, Circuit Court. Prior to the commencement of any legal proceeding in Circuit Court, the parties agree to give each other at least sixty (60) days' prior written notice of any dispute or disagreement that may be the subject of said proceedings.

City of De Pere


Town of Ledgeview

Kimberly Flom, City Manager



Sarah K. Burdette, Town Administrator

Carey Danen, City Clerk



Jennifer Broich, Town Clerk

Date

7/7/2025

Date

EXHIBIT A

MUNICIPAL BOUNDARIES ON O'KEEFE ROAD FROM S. BROADWAY STREET (CTH PP) TO
RED WING TRAIL

CITY OF DE PERE

Engineering Division



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

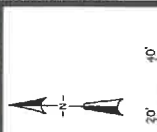
EXHIBIT A
De Pere / Ledgeview Municipal Boundary and Project Cost Share^[1]
 [1] All concrete work and inlet repairs shall be paid by the municipality on which the municipal property boarders.



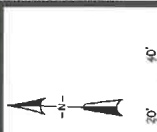
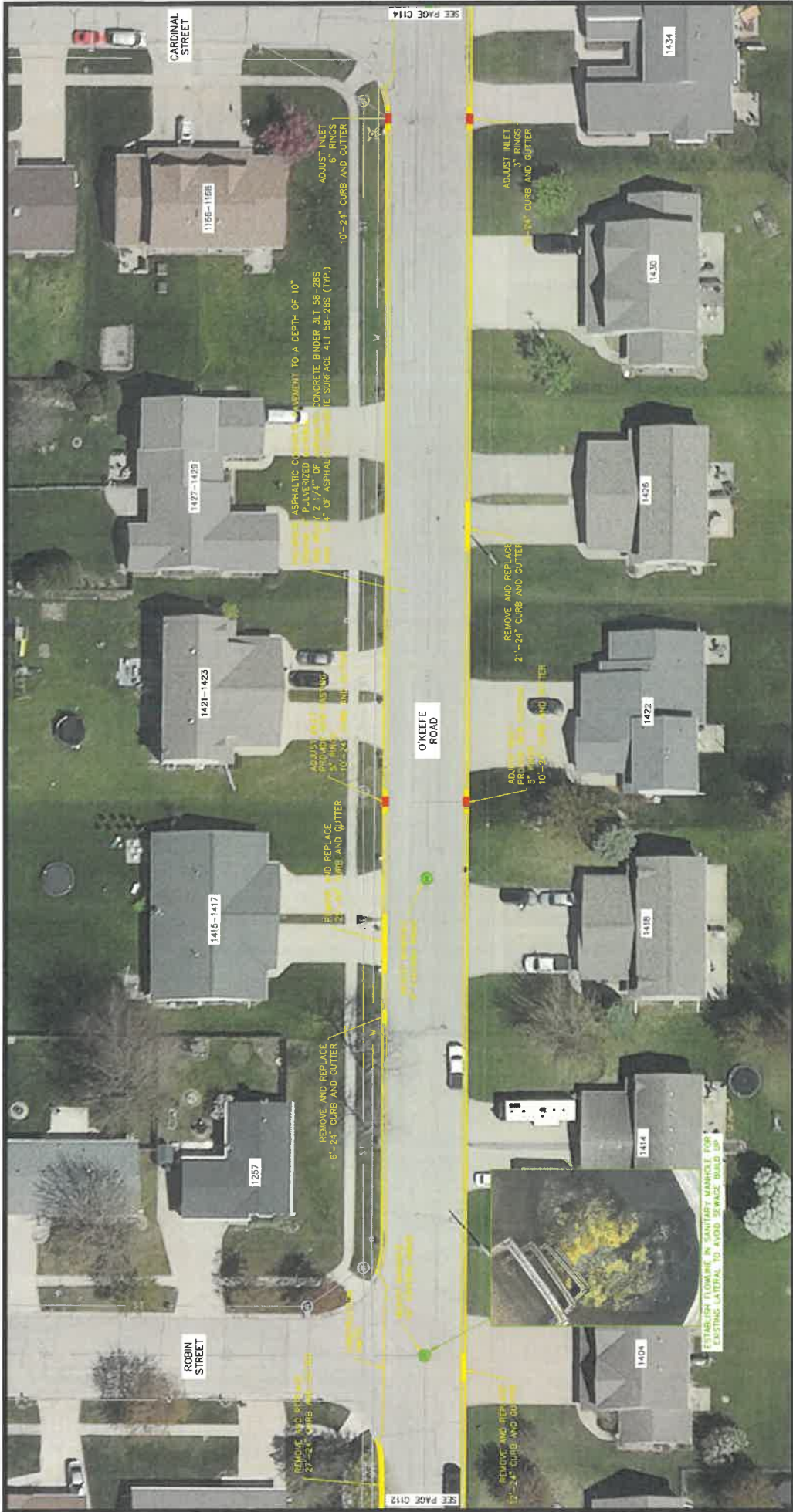
EXHIBIT B

PROJECT 25-07 CURB REPAIR AND STREET RESURFACING PLAN SHEETS FOR O'KEEFE
ROAD RESURFACING

PLAN SHEETS C112 THROUGH C115



 CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV	S. BROADWAY ST TO 200' E/O O'KEEFE CT		O'KEEFE ROAD		NAME: FOR RECORD AND STREET READING PROJECT 25-07		SURVEYED BY: MUF DRAWN BY: MUF CHECKED BY: MUF DESIGNED BY: MUF	DATE: 01/2025 DATE: 02/2025 DATE: 02/2025	REVISIONS / ISSUES	PAGE NO. C112

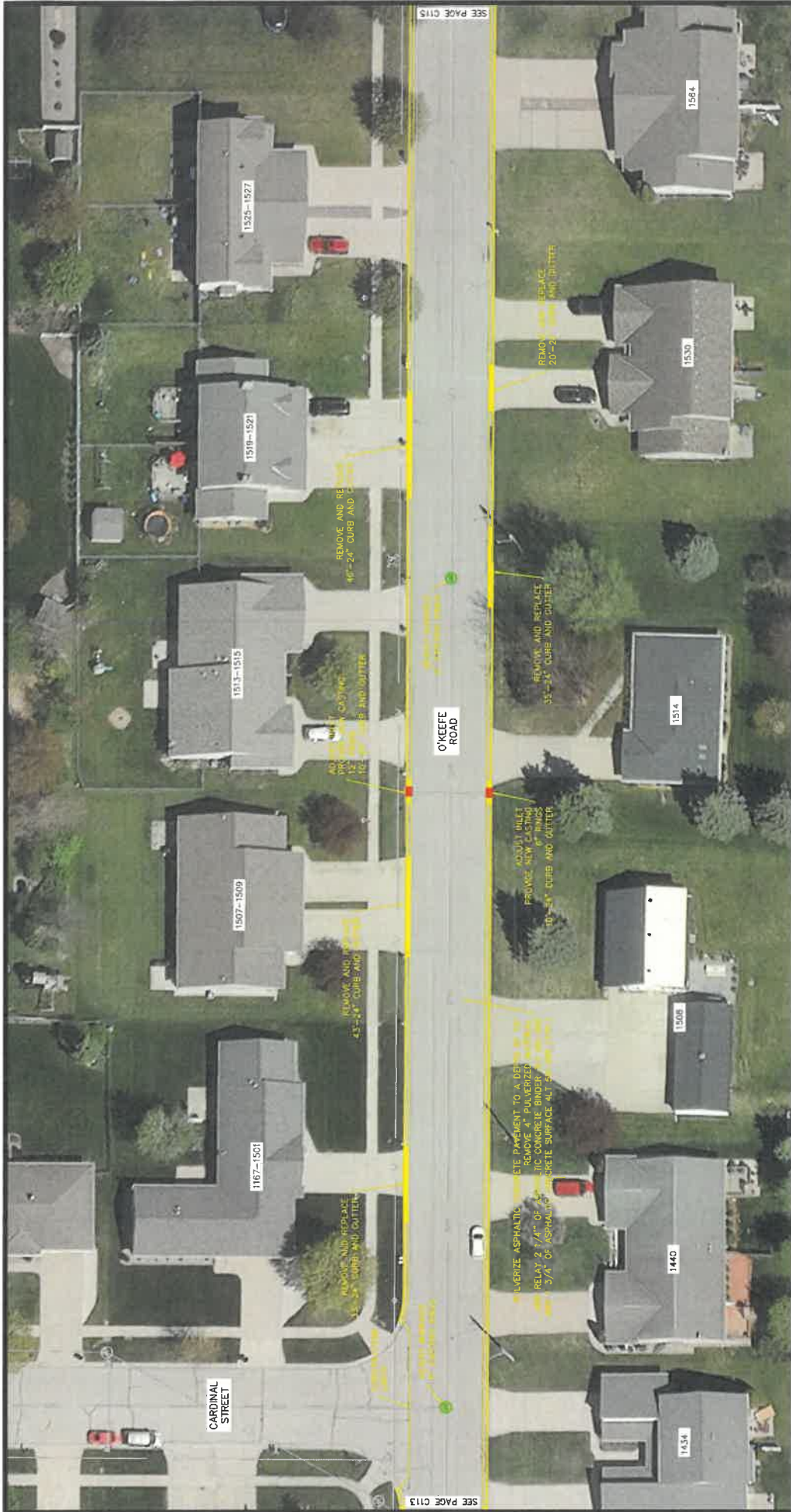


NAME: CURB REPAIR AND STREET RESURFACING PROJECT	25-07
DATE	BY
07/2024	MF
02/2024	MF
10/2024	DM
REVISIONS / ISSUES	
NO.	
C113	

CITY OF DE PERE
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
 OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPEREWI.GOV

O'KEEFE ROAD
200' E/O O'KEEFE CT TO CARDINAL STREET





SEE PAGE C113

SEE PAGE C115

	CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE: 920-339-4061 EMAIL: DPPUBWRKS@DEPERE.WI.GOV		O'KEEFE ROAD 550' E/O ROBIN STREET TO 600' E/O CARDINAL ST		NAME: CURB REPAIR AND STREET RESURFACING PROJECT: 25-07		SURKATED DRAWN RECORDED CHECKED	BY MTF MTF DSR	DATE 07/2025 09/2025 10/2025	NO. 1 2 3	DATE 07/2025 09/2025 10/2025	REVISIONS / ISSUES	PAGE NO. C114
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DATE	BY	REVISIONS / ISSUES	PAGE NO.
01/20/25	MLT		C115
02/27/25	MLT		
03/07/25	EPW		

NAME: CURB REPAIR AND STREET RESURFACING PROJECT 25-07

O'KEEFE ROAD
600' E/O CARDINAL ST TO RED WING TRAIL

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