



Board of Public Works

Regular Meeting

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

Agenda

Monday, September 8, 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 **September 8, 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 August 11, 2025 Board of Public Works Meeting Minutes
 2. Consideration and possible action on Wisconsin Department of Transportation (DOT) – Revised Municipal Agreement for STH 32*
 3. Consideration and possible action on Quote for Real Estate Services for STH 32*
 4. Consideration and possible action on amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste*

5. Consider and Possible Action Regarding Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026*
6. Consideration and possible action on award of Contract 25-11 Redevelopment Street and Utility Construction*
7. Consideration and possible action on City Engineer Parking and Traffic Recommendations*
8. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items
9. Discuss Alley Capital Improvement Program

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
Kruczek Construction
Corre, Inc



City of De Pere, Wisconsin

III.1

Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Public Works
FROM: Betty Marovich, Administrative Assistant
SUBJECT: Approval of the August 11, 2025 Board of Public Works Meeting Minutes
RECOMMENDED ACTION: Staff recommends approving the August 11, 2025 Board of Public Works Meeting Minutes

ATTACHMENTS:
2025 0811 BOPW_Minutes



Board of Public Works

Regular Meeting

Minutes

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

Monday, August 11, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

1. Roll Call

Mayor Boyd called the meeting to order at 7:30 PM.

Present: James Boyd, Dan Carpenter, Shana Ledvina, Mike Eserkahn

Remote: Jonathon Hansen

Absent:

Excused:

Others present:

Scott Thoresen, Public Works Director

Chase Kuffel, Assistant City Engineer

Tony Fietzer, Street Superintendent

Betty Marovich, Administrative Assistant/Recording Secretary

Eric Zygarlicke, Water Department Supervisor (Remote)

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 June 9, 2025 Board of Public Works Meeting Minutes

Mayor Boyd moved to approve the June 9, 2025 Board of Public Works Meeting Minutes, 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 Eserkahn

2. Consideration and possible action on Entrance Signs*

Tony Fietzer, Street Superintendent, shared that at the March 10, 2025 meeting, the Board of Public Works discussed installation of welcome signs at entrance points of the City. City staff and the Branding Team worked through some designs that can be affixed to the existing 15 population signs. The two designs being considered are included in the agenda packet. Mr. Fietzer shared the cost for fabrication and installation of the new signs and stated that staff would request the funding in the 2026 budget if the Board chose to move forward with new entrance signage.

Alderson Ledvina asked the size of the new entrance signs. Mr. Fietzer stated he thought it would be 18" x 24" and would match the width of the population signs. Mr. Fietzer added that the signs could be made any available size blank from the provider within the printing limits of the sign shop. Alderson Ledvina spoke in favor of the sign design that replicated the City logo, but shared concerns over it appearing cluttered if it was too small. Mayor Boyd shared that he thought the logo version was too cluttered, especially being installed close to the entrance monuments with the same design. Mr. Fietzer stated that there are ten other locations that would not have the entrance monument. Alderson Eserkalm stated that he thought the logo version was too cluttered and the more plain option had too much blank space and would ask to have the blue portion shortened. Alderson Carpenter shared support for the logo version. Alderson Hansen shared support for the logo version, stating the other was too plain. Mayor Boyd asked staff what the monuments looked like. Staff pulled up the photo in the packet to display at the meeting. Mayor Boyd reiterated that at five locations, the entrance sign with the logo would be right by the monument which is very similar. Alderson Carpenter asked if staff could print out each of the designs at the proper size for easier visualization prior to making a decision. Mr. Fietzer stated that was possible. Scott Thoresen, Public Works Director, asked if staff could have them available for the Council meeting on August 19 in an effort to have a decision prior to budget numbers being presented. Mr. Fietzer stated that could be done. Mayor Boyd stated that it sounded like the Board was in favor of new signs, but the design needed to be finalized. Alderson Hansen asked if more designs could be considered. Mr. Fietzer stated that the internal Branding Team debated many designs before settling on these two to present.

Mayor Boyd moved to refer to Common Council for consideration with samples provided by staff, 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 Eserkalm

3. Consideration and possible action on yard waste site security and monitoring*

Tony Fietzer, Public Works Superintendent, stated the City is constructing a new yard waste site at 2000 Commerce Drive. As part of the new site, security and monitoring need to be reviewed, especially with the Town of Ledgeview terminating their shared use agreement effective December 31, 2025. Mr. Fietzer added that it will be critical for City operation and costs to monitor and control access of the users to ensure only corporate city limit residents utilize the site. As part of 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 and have two (2) 18' driveways, an entrance and an exit. Each driveway will have a gate and cameras will be installed for security and site monitoring. Mr. Fietzer stated the Board will need to consider how the site will be monitored and laid out three options. These options included a sliding gate with a card reader system with cards being distributed to City residents for a fee to be determined, staffing the site with set hours, or status quo with open gates the same as the current site. Mr. Fietzer added that staff and the Board could consider restricting access during winter months when the use is lowest. Mr. Fietzer clarified that contrary to the memo, the provider stated that the license plate reader would not be an option for the entire population of users. Staff is recommending the installation of the sliding gate system with the card reader.

Alderson Ledvina asked if residents would need to present in person to get the card initially. Mr. Fietzer stated that was the intent. Alderson Ledvina asked if annual renewals would need to be in person. Mr. Fietzer stated he believed that could be done with an online form. Alderson Hansen asked why the license plate reader was no longer an option. Mr. Fietzer stated that in recent discussions with

the provider, it was determined that the license plate reader could be used for City vehicles, but not the entire population of users. Alderperson Hansen stated that if the license plate reader was not an option, he would be in favor of the card access system. Alderperson Hansen asked how much the annual renewal would cost. Mr. Fietzer stated that staff intended for the renewal to be free. Mayor Boyd asked if staff had considered a hybrid system of having a staff member on-site for a few months to ensure the system is working and the site is being used properly. Mr. Fietzer stated that staff is open to ideas for education and outreach regarding this change. Mayor Boyd asked if the Ledgeview site would be open at the end of the year when staff will begin restricting access. Mr. Fietzer stated he was not sure when the Ledgeview site was set to open. Alderperson Carpenter stated concerns over closing in the winter and limiting options to drop off holiday trees. Alderperson Carpenter also commented that staff will need to be prepared to offer extended hours for residents to register and collect cards. Mayor Boyd asked if they could be offered online with a postal charge to have it mailed. Mr. Fietzer stated that could be a possibility. Scott Thoresen, Public Works Director, stated that staff is looking for direction on the type of monitoring and the details can be worked out for education and outreach as construction and installation of the system progresses. Mr. Fietzer stated that staff had primarily suggested closing in the winter if the site were to be staffed, as it would be costly for a few holiday trees to be dropped off. Mayor Boyd asked how residents would exit the site. Mr. Fietzer explained that free-exit loops would be installed that would open the gates from the inside as a vehicle approached.

Mayor Boyd moved to approve the Vercada system with access cards plus three months of transition staffing on-site, seconded by Alderperson Ledvina.

Alderperson Carpenter shared considerations with staffing for a few months including hours and personnel. Mr. Thoresen shared additional considerations including restricting access to the growing season similar to the rubbish drop-off site and limiting the daily hours that the site can be accessed by card. The Board shared preference for dawn to dusk timing of access or 6 AM to 8 PM for staffing during transition time. Mayor Boyd asked next steps. Mr. Fietzer stated that the vercada card system will be recommended to Council and staff will prepare a plan to bring back to the Board for consideration on the logistical aspects including staffing transition, hours of access, card cost and distribution, etc. Mr. Thoresen added that additional funding for staff will be budgeted for 2026 to cover the transition request. Mr. Thoresen stated the cards and installation will be covered by the current budget. Mayor Boyd asked how much staff planned to charge for the cards. Mr. Fietzer stated that staff had proposed \$15 and the most recent card purchase was \$12 per card. Alderperson Carpenter added that the transition time could be reduced or dropped entirely when staff brings back the information to firm up the logistical side of the new access system.

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

4. Consider and Possible Action Regarding West Side New Yard Waste Site*

Scott Thoresen, Public Works Director, stated that with Town of Ledgeview terminating their shared use agreement, the east side yard waste site will have approximately 30% less volume. The Board of Public Works and Council approved in February 2024 moving forward with two (2) yard waste sites, one on the west side and one on the east side. Staff is in the design process for the west side site and it was determined there are wetlands on the existing site and in order to build the yard waste site, the DNR is requiring the wetlands to be mitigated at an approximate cost of \$75,000. In addition, the Town of

Lawrence has expressed interest in partnering with the City in the use of the yard waste site. 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.

Mayor Boyd asked the cost prior to wetland mitigation. Mr. Thoresen stated that information was not available. Alderperson Carpenter asked the sizes of the two sites. Mr. Thoresen stated the west side site will be a little bigger by area than the east side site. Alderperson Carpenter stated that staff could probably take the cost of the east side site and add proportional to the size difference. Mr. Thoresen added that the west side site requires additional dirt work and could not be compared directly. Alderperson Carpenter asked for the cost of the east side site. Chase Kuffel, Assistant City Engineer, replied that the bid for the east side site construction was about \$500,000. Mr. Thoresen added that cost did not include the access system or security gates. Mayor Boyd asked how much staff would guess the west side site would cost based on the cost of the east side site. Mr. Thoresen explained with the access system, security gate, dirt work, wetland mitigation, and additional size of the west side site, it would be close to \$1,000,000. Alderperson Carpenter commented that if the City had known the Town of Ledgeview was dropping out, the City could have focused on one larger site on the west side. Alderperson Carpenter added that Town of Lawrence would not go along with partnering on an east side site and they are looking to mitigate usage concerns of their own. Alderperson Hansen spoke in favor of completing the wetland mitigation and proceeding with the west side site. Alderperson Hansen asked if staff could share what portion of costs Town of Lawrence would cover in the shared use agreement. Mr. Thoresen outlined the cost share for construction, operation, and maintenance of the site if a shared use agreement was in place with Town of Lawrence. Mayor Boyd commented that with increased City population growth, two sites could be warranted. Mr. Thoresen added that Town of Lawrence is looking to have an alternative for their current site in place by the end of 2025. Mayor Boyd shared his support for two sites and partnering with Town of Lawrence. Alderperson Eserkalm asked if there were alternate sites to consider on the west side in order to avoid the additional cost of the wetland mitigation. Mr. Thoresen shared the parameters staff used to consider sites and this was the only option on the west side.

Mayor Boyd moved to approve moving forward with the proposed west side new yard waste site with wetland mitigation, seconded by Alderperson Carpenter.

Alderperson Carpenter asked if the \$75,000 included in the memo was accurate for the cost of the wetland mitigation. Mr. Thoresen stated that amount was provided by the Wisconsin DNR.

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

5. Consideration and possible action on HydroCorp Commercial Cross Connection Inspection Contract Renewal*

Alderperson Carpenter moved to approve HydroCorp Commercial Cross Connection Inspection Contract Renewal, seconded by Alderperson Ledvina. 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 Eserkalm

6. Discuss Water Main Infrastructure

Scott Thoresen, Public Works Director, shared this request came from Alderperson Carpenter to discuss the City's existing water main infrastructure. Annually, the City is required to file a PSC report regarding the water utility, which includes information on the City's existing water mains. Staff included the 2024 PSC report pertaining to the age and material types of the water mains in the packet and summarized in the information for the Board. The past few years approximately 8,000 lineal feet of water main a year has been replaced with the goal to replace all the non-pvc water main with pvc. 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. 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 Council and Board have been good at funding the water utility which has helped maintain the existing infrastructure including water mains, towers, and buildings. Mr. Thoresen shared that every three years, the DNR conducts detailed inspections of the water utility and recently commented that the City's drinking water system is in excellent condition and the City's operators should be commended. Mr. Thoresen stated that the PSC recommends replacing 1.5-2% of water main annually to account for the life of the main. Mr. Thoresen stated that pvc pipe life is believed to be about 70 years and staff will continue to replace metal pipe with pvc as the main priority.

Alderperson Carpenter thanked staff for bringing this information forward for discussion. Mayor Boyd commented on the age of the existing pipes. Mr. Thoresen stated that there are over 7,000 feet of pipe originally laid between 1920 and 1940. Mayor Boyd commented that it would be good to share this information with the residents of De Pere. Mr. Thoresen added that the City did not have a rate increase for many years and now are playing catch-up to create a positive cash flow and increase the amount of main being replaced annually and attempt to reach the 2% annual replacement rate. Mayor Boyd requested that staff bring forward any other infrastructure topics to be discussed and better understood.

Discussion only. No action necessary.

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

Scott Thoresen, Public Works Director, stated that staff received bids on Project 25-21 City Hall First Floor Remodel on Thursday, July 31, 2025 and explained that this 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. Mr. Thoresen stated that staff received favorable bids. Mr. Thoresen further explained that the project budget was \$780,000, including furniture, which was based off the estimate from the consultant. Mr. Thoresen stated that low bidder was IEI General Contractors with a bid of \$268,831. Mr. Thoresen explained that there were two alternate deducts in the bid. 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. Mr. Thoresen recommended accepting the bid from IEI General Contractors in the amount of \$268,831.00 for the full scope of work.

Mayor Boyd asked next steps once approved at Board of Public Works. Mr. Thoresen explained that upon approval at Common Council, staff will send out contracts and construction could begin around the end of September.

Mayor Boyd moved to approve award of Contract 25-21 City Hall First Floor Remodel to IEI General Contractors in the amount of \$268,831, 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 Eserkaln

- 8. Consideration and possible action on update to the policy for Full Length Sanitary Lateral Replacement Program

Chase Kuffel, Assistant City Engineer, explained that in the 2024 construction season, staff implemented a pilot program for pipe bursting on City construction projects and then created the Full Lateral Replacement Policy in October 2024. Mr. Kuffel explained that pipe bursting allows homeowners to get a new sanitary lateral from the main into their home free of charge as part of the construction project and further explained how this program benefits both the homeowner and the City. Mr. Kuffel explained how the process works, which includes the City’s contractor meeting with the property owner to review the basement and confirm that the work is feasible. During these meetings 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. With this alternative, a pit is dug along the foundation and the connection is made just outside the wall. Mr. Kuffel recommended adding this alternative into the Full Lateral Replacement Policy.

Alderson Carpenter asked if any of the homes utilizing this alternative option had clay pipe. Mr. Kuffel stated in the construction areas this year there was a lot of clay pipe. Alderson Carpenter asked about use of certain materials in certain areas around and under a foundation. Alderson Carpenter stated that clay pipe is notoriously the hardest to connect as it wants to break and asked how foolproof the connections are and whether the owner will have issues with the connection outside the home or in the remaining clay pipe. Mr. Kuffel stated it is on the contractor to ensure the connection is done properly and a warranty remains on the work. Staff also has to complete plumbing permits and have them signed off by Building Inspection to make sure plumbing codes are met.

Mayor Boyd moved to approve the update to the policy for Full Length Sanitary Lateral Replacement Program, 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 Eserkaln

- 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*

Chase Kuffel, Assistant City Engineer, shared that O’Keefe Road was resurfaced this summer 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. The City Legal Department worked with the Town of Ledgeview Legal Team to create the attached intergovernmental agreement for the cost sharing of construction costs for the curb repair and resurfacing of O’Keefe Road. Mr. Kuffel added that Town of Ledgeview has signed the agreement and this is the City’s chance to approve and sign to firm up the details for paying for the construction.

Aldersperson Hansen moved to approve the Intergovernmental Agreement between the Town of Ledgeview and City of De Pere for the O'Keefe Road Construction, seconded by Mayor Boyd.

Aldersperson Hansen commended the City and contractor on work well done.

Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:31 PM, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Consideration and possible action on Wisconsin Department of Transportation (DOT) – Revised Municipal Agreement for STH 32*
RECOMMENDED ACTION: Staff recommends the BOPW approve this agreement and forward to Council for approval.

ATTACHMENTS:

SMA STH 32 Agreement Revision #3 9-4-2025, 41901700_C DE PERE_3RD TO 8TH_SMFA_REV3_ForSignatures_20250904

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: September 4, 2025

RE: Consideration and possible action on Wisconsin Department of Transportation (DOT) – Revised Municipal Agreement for STH 32*

Attached is revision #3 for the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The proposed improvements will consist of a pavement replacement and pavement preservation. The estimated cost for the project at this time has increased from \$11,618,880 to \$16,000,000. The City's estimated cost share (design & construction) at this time is \$2,911,927. The cost share percentage is approximately 82% DOT and 18% City. The reason for the revisions and increase is the DOT has completed a majority of the design. The revisions to the agreement are highlighted in yellow.

In addition, the DOT has identified the actual items the City will be responsible for which are as follows:

• Design	= \$625,000
• Railroad shared path crossing improvements	= \$130,000
• Parking Lanes	= \$425,000
• Concrete sidewalk and terraces	= \$207,000
• Slope improvements on Main Avenue at railroad bridge (Estimate is based on slope paving existing slopes)	= \$506,000
• Storm Laterals	= \$46,000
• Utility Adjustments (Items such as sanitary manholes)	= \$35,000
• Hazardous material clean-up	= \$126,000
• Street lighting	= \$571,000
• Community Sensitive Solutions (These are streetscape items such as stamped concrete, tree plantings, landscaping, benches, etc.)	= \$220,927
• Shared used path	= \$20,000
Estimated Total Costs	= \$2,911,927

Staff recommends the BOPW approve this agreement and forward to Council for approval.



**Revision 3
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

This agreement supersedes the agreement signed by the Municipality on November 29, 2023 signed by WisDOT on December 4, 2023.

Revision #3 Date: September 4, 2025
 Revision #2 Date: December 4, 2023
 Revision #1 Date: September 13, 2022
 Original Date: November 24, 2021
 I.D.: 4190-17-00/21/54/71/72
 Road Name: STH 32
 Title: Main & Reid St, C De Pere
 Limits: 3rd Street – 8th Street
 County: Brown
 Roadway Length: 1.1 miles

The signatory **City of De Pere**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street’s section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: The proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a pavement preservation project (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection. The proposed improvements will consist of common excavation, concrete pavement, base aggregate, select crushed, storm sewer, curb ramps, curb and gutter, concrete sidewalk, street lighting, and incidentals.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge. The proposed improvement will consist of concrete pavement repair and curb ramp replacements.

Project details will be further defined as this project continues through the design process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary

sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments. It is anticipated the city will include non-participating items in the projects such as parking lanes, sidewalk, community sensitive design (CSD) items, slope improvement, storm sewer laterals, hazmat cleanup necessitated by the project, and the Municipality's portion of street lighting.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4190-17-00 Preliminary Engineering: Plan Development	\$ 2,500,000	\$ 1,875,000	75%	\$ 625,000	25%
4190-17-21 Real Estate Acquisition: Acquisition	\$ 430,000	\$ 430,000	100%	\$ -	0%
4190-17-54 Railroad (Xing ID 180072X - Shared-Use Path Crossing): RR Signal And Fence Work:	\$ 260,000	\$ 130,000	50%	\$ 130,000	50%
4190-17-71 ¹ Construction: Roadway (cat 0010) Non-Participating (cat 0020) ² Replacement Street Lighting (cat 0030) Priority 1 - State Standard Replacement Priority 2 - De Pere Lighting Upgrades ³ New Street Lighting (cat 0040) Priority 1 - State Standard New Installations Priority 2 - De Pere New Lighting Upgrades ⁴ CSD Amenities (cat 0050) Priority 1 - WisDOT/Local Joint Funded Priority 2 - 100% Local Funded Shared-Use Path (cat 0060) subtotal 4190-17-71:	\$ 9,410,000 \$ 1,310,000 \$ 1,045,000 \$ 780,000 \$ - \$ 215,000 \$ 81,000 \$ - \$ 230,000 \$ 102,073 \$ - \$ 40,000 \$ 12,250,000	\$ 9,410,000 \$ - \$ 780,000 \$ - \$ 81,000 \$ - \$ 102,073 \$ - \$ 20,000 \$ 260,000	100% 0% 100% MAX 0% 50% MAX 0% 80% MAX 0% 50%	\$ - \$ 1,310,000 \$ - \$ 265,000 \$ 81,000 \$ 53,000 \$ 25,518 \$ 102,409 \$ 20,000 \$ 1,856,927	0% 100% 0% 100% 50% 100% 20% 100% 50%
4190-17-72 ¹ Construction: Roadway (cat 0010) Non-Participating (cat 0020) subtotal 4190-17-72:	\$ 260,000 \$ 300,000 \$ 560,000	\$ 260,000 \$ - \$ 260,000	100% 0%	\$ - \$ 300,000 \$ 300,000	0% 100%
Total Cost Distribution	\$ 16,000,000	\$ 13,088,073		\$ 2,911,927	

1. Estimates include construction engineering.

2. Alterations resulting from roadway construction of State standard street lighting to salvage existing equipment to new locations are funded with 100% federal/state funding up to maximum of \$780,000. Existing components that cannot be salvaged will be replaced designed to State standards. Costs in excess of State standard installation, new components that could be salvaged, and upgrades to components from the existing installation shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

3. New installations of State standard street lighting where previous continuous street lighting did not exist are funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system up to a maximum of \$81,000. Costs in excess of federal/state funding limits shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

4. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$102,073. No State funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages 3 – 6); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the City of De Pere (please sign in blue ink)	
Name	Title
Signature	Date
Signed for and in behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (k) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:

- (a) Project ID 4190-17-00, Preliminary Engineering: The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and pavement preservation projects. Any additional work per the request of the Municipality will be funded by the Municipality.
- (b) Project ID 4190-17-21, Real Estate: Acquisition of any necessary right-of-way within Connecting Highway limits is the responsibility of the Municipality. Right-of-way required for the project should be purchased by the municipality and may be eligible for up to 100% WisDOT participation and must be acquired in the municipality's name. Real estate required for parking lanes is not eligible.
- i) The State will reimburse the Municipality for real estate and all eligible acquisition costs necessitated by the roadway construction if the real estate is being acquired where roadway improvements are needed.
 - ii) It shall be the responsibility of the Municipality to provide all payments necessary for acquisition and relocation benefits. The Municipality will be given reimbursement for the approved real estate costs of the project based on the project cost share. Reimbursement can be submitted quarterly with payment requests in the amount of \$250,000 or greater, up to the final payment. Final payment may be less than \$250,000. Or the Municipality can make one submission for the whole project after real estate acquisition is complete. Approved real estate costs are those actual costs appropriately documented by the Municipality, and further approved by the Department for reimbursement. All eligible reimbursements must be submitted to the State for approval and payment no later than six (6) months after the real estate acquisition is complete.
 - iii) When State or Federal dollars are to be used to reimburse the Municipality for any real estate acquisitions or relocations related costs, all real estate activities are subject to reviews and approvals by the State. Required State reviews and approvals are identified in the Local Public Agency manual.
 - iv) All municipal lands, owned by the City of De Pere, required for this improvement project shall be dedicated/donated as right-of-way by specific resolution of the municipal governing body at no cost to the State. Exceptions to this dedication are those lands held by the Municipality under 4F and 6F Park lands, which will follow standard acquisition process.
 - v) Real Estate Remnant Parcels: Any remnant properties created by partial acquisitions and acquired as part of this public improvement project, or any additional lands deemed unnecessary for the project will be acquired by the City of De Pere. Title to any such remnant parcels to remain the name of the City of De Pere.
 - vi) Consultant real estate contractors engaged by Municipality to deliver real estate services must be members in good standing of the State approved roster of approved consultants. No substitutions shall be permitted without prior written consent of the State.
 - vii) The Municipality shall bear, at Municipality expense, all costs of litigation arising out of the acquisition of the real estate for the Project. The Municipality may qualify for reimbursement for some of the litigation expenses if it follows the procedures set forth in Chapter 7 of the LP RE Manual.
- (c) Project ID 4190-17-54, Railroad (Xing ID 180072X – Shared-Use Path Crossing): Railroad signal and fence improvements at shared-use path crossing are to be funded with 50% State/Federal funding and 50% local funding, with no maximum, limited to scope of work items shown below. The municipality or Railroad company, as determined by applicable state statutes or other agreements, shall be responsible for the energy, operation, maintenance, and all other improvements or alterations not included below, or that take place before or after the project within the specified limits of the shared-use path. The railroad crossing surface replacement at Crossing ID 180072X is proposed to be funded at 100% railroad costs following applicable

state statutes and other agreements. All costs associated with railroads must comply with all applicable state statutes, laws, OCR orders, and agreements or future negotiations with the with the railroads.

- Railroad fence - \$60,000
- Railroad signal alterations, replacement or salvaged, at crossing ID 180072X - \$200,000

(d) Project ID 4190-17-71, Non-Participating (cat 0020): Non-participating construction costs and cost share will be further defined as this project continues through the design process. Below is a list of known items.

- Parking Lanes (*Pavement, Base, Subgrade Improvement, and Signing/Marking for Parking Lanes*) - \$390,000
- Concrete Sidewalks and Terraces funded by the municipality (*For 4190-17-71, sub-total does not include stamping and coloring of concrete, which is included in cat 0050, CSD*) - \$207,000
- Slope Improvement on Main Avenue in area of CN Railroad bridge (*slope improvement type and design to be determined, estimate of an assumed improvement cost of concrete slope paving included*) - \$506,000
- Storm Laterals - \$46,000
- Utility Adjustments - \$35,000
- Hazardous Material Clean-Up - \$126,000

(e) Project ID 4190-17-71, Replacement Street Lighting (cat 0030): The State is responsible for replacement or salvaged street lighting designed to State standards that is necessitated by the state roadway project, excluding non-participating work. The Municipality shall be responsible for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). Costs in excess of federal/state funding limits shall be the responsibility of the Municipality.

- Alterations of the existing continuous lighting system to State standards for an estimated 34 street light system (*Priority 1: 100% federal/state funding with funding cap*) - \$780,000
- Costs for lighting system in excess of standard State installation, new components to replace components that could be salvaged, and upgrades to existing components for an estimated 64 street light system. Additional roadway lights, decorative pedestrian lighting, and other decorative elements are not included in state standard lighting installations and includes an estimated 3 additional roadway lighting installations and 27 decorative lighting installations. (*Priority 2: 100% local funding*) - \$265,000

(f) Project ID 4190-17-71, New Street Lighting (cat 0040): New installations of State standard street lighting where previous continuous street lighting did not exist is funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system. The Municipality shall be responsible for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). Costs in excess of federal/state funding limits shall be the responsibility of the Municipality.

- State standard street lighting installation estimated at 7 street lights (*Priority 1: 50% local funding up to federal/state funding cap*) - \$162,000
- Upgrades beyond State standard street lighting for an estimated 14 street light system. Additional roadway lights, decorative pedestrian lighting, and other decorative elements are not included in state standard lighting installations and includes an estimated 0 additional roadway lighting

installations and 7 decorative lighting installations. (Priority 2: 100% local funding) – \$53,000

(g) Project ID 4190-17-71, CSD Amenities (cat 0050): CSD amenities are funded with 80% Federal funding up to a maximum of 102,073 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD funding limit. CSD amenities included in the project are:

- Stamped and colored concrete for replaced concrete terraces and islands for locations identified in the preliminary plans on Main Ave. and Reid St. – \$207,000
- Decorative planter bed located within median at Main Ave. & Fort Howard intersection - \$23,000

• CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

(h) Project ID 4190-17-71, Shared-Use Path, (cat 0060): Path alignment and profile changes, and any other improvements within the limits of the improved shared-use path limits are to be funded with 50% State/Federal funding and 50% local funding, with no maximum, limited to scope of work items shown below.

- Path alignment & profile changes - \$40,000
- Other costs associated with signing, marking, and safety improvements included in project – Costs to be determined as design progresses

(i) Project ID 4190-17-72, Non-Participating (cat 0020): Non-participating construction costs and cost share will be further defined as this project continues through the design process. Below is a list of known items.

- Main Ave Terraces widening – Third Street to Fourth Street (pavement, base, C&G, and incidentals to widen terrace along Main Ave. from approx. STA 52+90 to STA 54+74, 2.5 ft LT & 5 ft RT) - \$35,000
- Replacement of brick or concrete terraces, sidewalk, and other areas funded by the municipality, including replacing bricks with stamped and colored concrete - \$70,000
- Decorative planter bed located within median at Main Ave. & 3rd St. intersection - \$23,000
- The municipality is responsible for the costs for any replacement, salvaged or improved street lighting elected to include or necessitated by non-participating work and not necessitated by the roadway improvements. Current lighting system replacements and improvements are currently estimated at 9 roadway lighting installations and 5 decorative lighting installations. - \$172,000

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Request for Board of Public Works Action

MEETING DATE:	September 8, 2025
DEPARTMENT:	Engineering
FROM:	Eric Rakers, City Engineer
SUBJECT:	Consideration and possible action on Quote for Real Estate Services for STH 32*
RECOMMENDED ACTION:	Based on the proposals and rates, staff recommends awarding the professional services agreement to Corre, Inc.

ATTACHMENTS:

2025 0908 CI_BOPW_Real Estate Services, STH 32 SMFA Page 3, CORRE ROW Proposal, MSA ROW Proposal, CE_RFP_STH32 ROW Acquisition, Professional Service Agreement - Template-07.10.25-law

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: September 8, 2025

RE: **Consideration and possible action on Quote for Real Estate Services for STH 32***

The Engineering Department received proposals for real estate appraisals and right of way acquisition for the Wisconsin Department of Transportation (WisDOT) improvements on STH 32 from Eighth Street to Third Street (WisDOT Project ID 4190-17-00/21/71/72). This section of STH 32 is considered connecting highway. With connecting highways, municipalities are responsible for appraising and acquiring right of way. Municipalities are reimbursed for consulting and acquisition fees. For this project, the State/Municipal Finance Agreement (SMFA) discussed at this meeting includes reimbursement to De Pere (see attached in Table 1, on page 3 from the SMFA).

The Engineering Department sent proposals to Corre Inc., MSA Professional Services, and Westwood. All three firms are on the WisDOT list for real estate acquisition. Westwood notified De Pere that they would not be submitting due to current workload and staffing.

The proposals include a proposed fee schedule for comparison purposes. The schedule required the personnel title, estimated hours, rate/hour, and estimated amount to complete the project. The proposals are attached. The total estimated amount varies significantly; \$148,848.78 for Corre and \$488,929 for MSA. This is due to the high variability in the estimated time to complete the work. Corre estimated 1,712 hours and MSA estimated 3,212 to complete the work. Staff reached out to WisDOT to review the proposals. WisDOT estimated 2,550 hours to complete the work. Due to the variability in the right of way acquisition negotiations, it is not possible for companies to give an exact estimate of hours.

A summary of rates for the two consultants is as follows:

Corre, Inc.	
Title	\$/HR
Real Estate Specialist – High (Appraiser)	\$125.38
Real Estate Specialist - Mid	\$94.96
Real Estate Specialist – Entry	\$75.07
Clerical – Entry	\$70.02
Clerical – Mid	\$115.58
Real Estate Project Manager	\$142.25

MSA	
Title	\$/HR
Team Leader	\$194
RE Professional II	\$128
RE Professional I	\$120
RE Assistant	\$93
RE Project Manager	\$157

In addition to the rates, Corre’s proposal includes the Project Sales Study. This study is an additional \$5,500 in the MSA proposal. Finally, the Appraisal Reports cost \$3,200 in the Corre proposal and \$4,000 in the MSA proposal. The Corre report lists an additional cost of \$800 per report for appraisal review. Appraisal reviews are being completed by WisDOT staff.

Based on the proposals and rates, staff recommends awarding the professional services agreement to Corre, Inc.

Attachments:

STH 32 SMFA Page 3	(PDF)
CORRE ROW Proposal	(PDF)
MSA ROW Proposal	(PDF)
CE_RFP_STH32 ROW Acquisition	(PDF)
Professional Service Agreement – Template	(PDF)

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
4190-17-00 Preliminary Engineering: Plan Development	\$ 2,500,000	\$ 1,875,000	75%	\$ 625,000	25%
4190-17-21 Real Estate Acquisition: Acquisition	\$ 430,000	\$ 430,000	100%	\$ -	0%
4190-17-54 Railroad (Xing ID 180072X - Shared-Use Path Crossing): RR Signal And Fence Work:	\$ 260,000	\$ 130,000	50%	\$ 130,000	50%
4190-17-71 ¹ Construction:					
Roadway (cat 0010)	\$ 9,410,000	\$ 9,410,000	100%	\$ -	0%
Non-Participating (cat 0020)	\$ 1,310,000	\$ -	0%	\$ 1,310,000	100%
² Replacement Street Lighting (cat 0030)	\$ 1,045,000				
Priority 1 - State Standard Replacement		\$ 780,000	100% MAX	\$ -	0%
Priority 2 - De Pere Lighting Upgrades		\$ -	0%	\$ 265,000	100%
³ New Street Lighting (cat 0040)	\$ 215,000				
Priority 1 - State Standard New Installations		\$ 81,000	50% MAX	\$ 81,000	50%
Priority 2 - De Pere New Lighting Upgrades		\$ -	0%	\$ 53,000	100%
⁴ CSD Amenities (cat 0050)	\$ 230,000				
Priority 1 - WisDOT/Local Joint Funded		\$ 102,073	80% MAX	\$ 25,518	20%
Priority 2 - 100% Local Funded		\$ -	0%	\$ 102,409	100%
Shared-Use Path (cat 0060)	\$ 40,000	\$ 20,000	50%	\$ 20,000	50%
subtotal 4190-17-71:	\$ 12,250,000	\$ 10,393,073		\$ 1,856,927	
4190-17-72 ¹ Construction:					
Roadway (cat 0010)	\$ 260,000	\$ 260,000	100%	\$ -	0%
Non-Participating (cat 0020)	\$ 300,000	\$ -	0%	\$ 300,000	100%
subtotal 4190-17-72:	\$ 560,000	\$ 260,000		\$ 300,000	
Total Cost Distribution	\$ 15,740,000	\$ 12,958,073		\$ 2,781,927	

1. Estimates include construction engineering.

2. Alterations resulting from roadway construction of State standard street lighting to salvage existing equipment to new locations are funded with 100% federal/state funding up to maximum of \$780,000. Existing components that cannot be salvaged will be replaced designed to State standards. Costs in excess of State standard installation, new components that could be salvaged, and upgrades to components from the existing installation shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

3. New installations of State standard street lighting where previous continuous street lighting did not exist are funded with 50% federal/state funding to the cost equivalent of lighting meeting State standards. Federal/state funding not to exceed 50% of the actual cost of the lighting system up to a maximum of \$81,000. Costs in excess of federal/state funding limits shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.

4. Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$102,073. No State funding is permitted for CSD amenities. Costs in excess of the CSD funding limit shall be the responsibility of the Municipality. See Item 8 of Terms and Conditions.



PROPOSAL FOR RIGHT OF WAY APPRAISAL &
ACQUISITION SERVICES

STH 32, 8TH STREET TO 3RD STREET
City of De Pere, WI

City of De Pere
August 4, 2025

Submitted to:
City of De Pere
Attn: Eric Rakers, PE
City Engineer
925 S. Sixth Street
De Pere, WI 54115

Submitted by:
CORRE, INC.
Appleton Office
500 West Calumet Street
Appleton, WI 54915



August 4, 2025

City of De Pere
Attn: Eric Rakers, PE
City Engineer
925 S. Sixth Street
De Pere, WI 54115

SENT VIA EMAIL

**Proposal for Right of Way Appraisal & Acquisition Services
STH 32, 8th Street to 3rd Street
City of De Pere, WI**

Dear Mr. Rakers and Selection Committee:

CORRE, INC. (CORRE), a full-service transportation engineering firm offering an unmatched combination of specialty services, is pleased to submit this response to your Request for Proposal for appraisal and acquisition services for the STH 32 improvement project.

CORRE is an S Corporation licensed to provide engineering services in the State of Wisconsin and is known throughout the state for providing all-encompassing real estate services. There are several key elements that separate us from other real estate firms for this project:

- ✓ We are a full-service firm with real estate and engineering experts serving the entire State of Wisconsin.
- ✓ Our team includes appraisers well-versed and experienced in sales studies, project data books, and eminent domain appraisals.
- ✓ Our team includes acquisition agents well-versed and experienced in eminent domain and property owner negotiations for right of way acquisition, including Fee, PLE, TLE, highway easements, and utility release of rights.
- ✓ Our key staff are all WisDOT-approved LPA certified, which assures a smooth and timely project delivery.
- ✓ Our full-service team also offers in-house survey and plat preparation services.
- ✓ Our proposed staff come from four of **CORRE's** offices, and are willing to travel as needed at no additional charge.
- ✓ Our employees' cumulative years of experience assure the success of every project no matter how large or small.

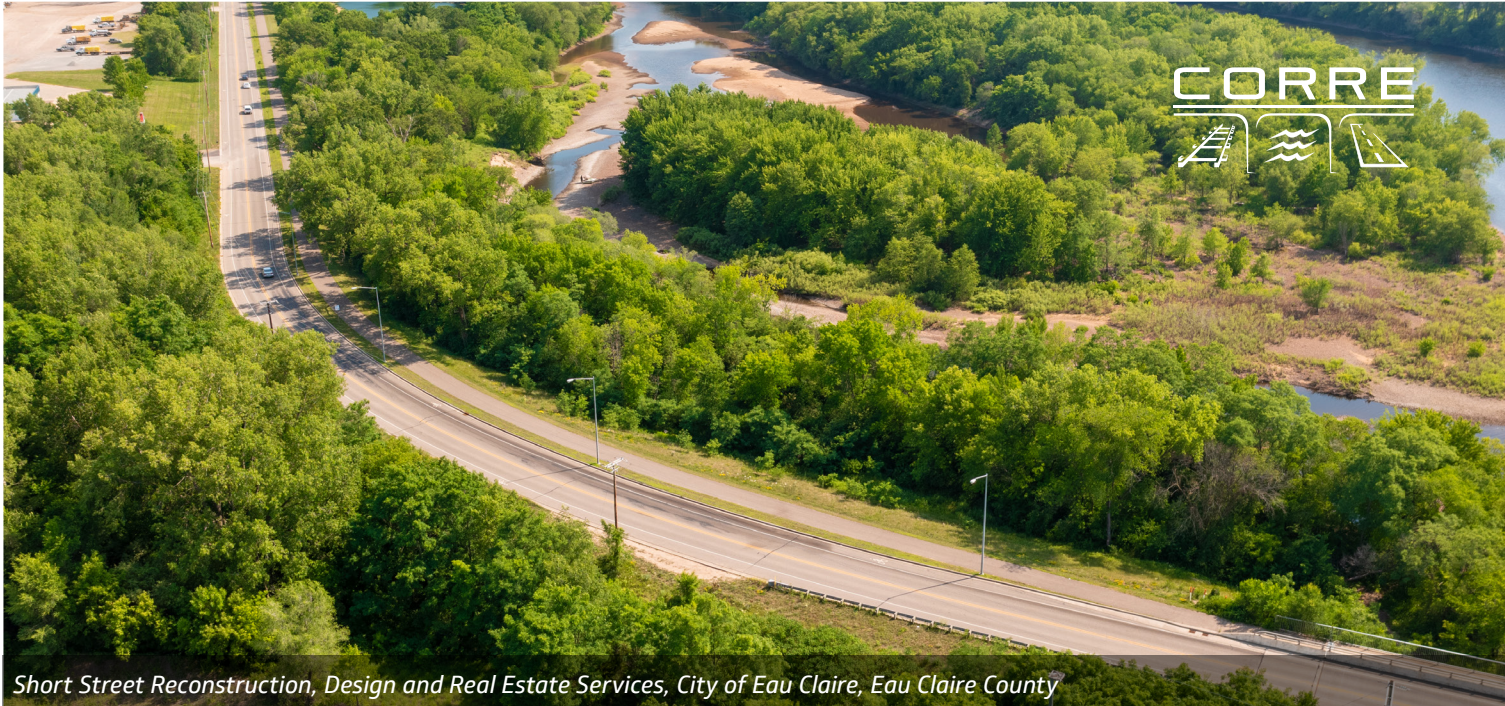
Thank you for inviting us to participate in this RFP. We look forward to the opportunity to work with you!

Sincerely,

CORRE, INC.



Heather Dresel
Director of Real Estate Services
715.900.2965
hdresel@correinc.com



Short Street Reconstruction, Design and Real Estate Services, City of Eau Claire, Eau Claire County

1 | COMPANY OVERVIEW

Organization Capabilities

CORRE is a full-service engineering firm offering an unmatched combination of specialty services. Since beginning operations in 2005, we have grown rapidly and attracted industry-recognized professionals, including professional engineers and environmental and real estate specialists. Our real estate team includes four LPA certified general appraisers, two appraisers-in-training, three LPA certified negotiation agents, and five support staff members. By having the ability to complete a wide variety of services in-house, we are able to provide a cost-effective, high-quality real estate services.

Large-firm capabilities with small-firm attitude.

Our Services

While the majority of our real estate team is based in our Eau Claire office, our professionals routinely work seamlessly between all six offices to provide the following professional services:

- Transportation Engineering
- Structural Engineering
- Construction Engineering
- Environmental Services
- Cultural Resources
- Utility Coordination
- **Real Estate Services**
- Right of Way Plats
- Survey
- Public Outreach
- Grant Administration
- Bi-annual Bridge Inspections



Our Real Estate Professionals

CORRE routinely assists local, county, and state agencies in meeting the real estate needs associated with their transportation improvement projects. Our staff has successfully delivered projects throughout the state and offers expertise in the following:

- Sales Studies and Market Studies
- Nominal, Standard Abbreviated, and Before & After Appraisals
- Acquisition/negotiation services for state, federal, and locally funded projects
- Relocation services for state, federal, and locally funded projects
- State, federal, and local real estate guidelines
- WisDOT LPA Real Estate Program Manual
- WisDOT LPA real estate procedures and approvals
- Local government approvals
- Agency coordination

founded 2005

100+ PROFESSIONALS

2 | KEY STAFF

CORRE has assembled a comprehensive team of readily-available real estate professionals and support staff skilled in transportation engineering projects. **The proposed staff come from four of CORRE's offices, and are willing to travel as needed at no additional charge.**

Heather Dresel | Project Manager

Ms. Dresel will serve as the Real Estate Project Manager. Ms. Dresel joined CORRE's real estate team with extensive experience from her tenure at WisDOT, where she served in multiple roles including Real Estate Specialist, Lead Worker, and Transportation Specialist Supervisor. She brings a comprehensive skill set in real estate practices related to eminent domain, with expertise in project management, staff and team development, acquisition and negotiation, appraisal review, easement valuation, land titles, surplus land disposition, and utility coordination.

Heather is also highly effective in property owner communication and has received training in tribal coordination, adding an important dimension to her capabilities. She actively contributed to several WisDOT user groups, including the Litigation User Group and the Utility Coordination Technical Committee, where she helped shape policy and share best practices.



Years of Experience: 15

Areas of Expertise

- Eminent domain
- Public relations
- Real estate property management
- Real estate project management
- Right of way acquisition
- WisDOT processes and procedures

Education

Coursework: Aviation

Professional Licenses/Certifications

- Wisconsin Notary Public
- WisDOT LPA Approved Acquisition Agent

Megan Beer-Pemberton | Acquisition Agent

Ms. Beer-Pemberton will serve as an Acquisition Agent. Ms. Beer-Pemberton offers experience in acquisition, relocation, and property management. She is well-versed in State Statute Chapter 32, Wisconsin Department of Administration Chapter 92, and the Federal Uniform Act requirements.

Megan is fluent in the negotiation and acquisition of property required for highway projects. She has served as a project manager and lead acquisition agent for WisDOT, LPA, and local projects throughout Wisconsin assisting clients in property owner negotiations for their roadway corridors. In addition, Megan has been involved with relocation activities on residential and business properties for WisDOT and local projects throughout the state.

Megan was an in-house property management specialist for WisDOT's NW Region responsible for routing excess land requests and managing lease agreements. She also offers experience as an in-house real estate specialist for the NW Region where she was responsible for reviewing title work, auditing real estate project files, managing data in READS, and assisting in the acquisition of parcels as needed. Megan also has experience in drafting and executing razing contracts for projects in the North Central, Northwest, Northeast, and Southeast Regions.



Years of Experience: 15

Areas of Expertise

- Property management
- Project management
- WisDOT processes and procedures
- Eminent domain
- Real estate acquisition
- Real estate relocation
- Utility coordination

Education

MA: Public History

BA: History and Secondary Education

Professional Licenses/Certifications

- WisDOT LPA Approved Acquisition Agent
- WisDOT LPA Approved Relocation Agent
- WI Notary Public

Cheri Swanson | Acquisition Agent

Mrs. Swanson will provide acquisition services for this project. Cheri recently joined our Real Estate Staff at CORRE. She is back in the field after a few years away. She has extensive experience with acquisitions, utilities, and negotiations.



Years of Experience: 15

Areas of Expertise

- Property management
- Project management
- WisDOT processes and procedures
- Eminent domain
- Real estate acquisition
- Real estate relocation
- Utility coordination

Education

Coursework: Physical Therapy

Professional Licenses/Certifications

- WisDOT LPA Approved Negotiator
- Real Estate Salesperson: WI
- WI Notary Public

Logan Bates | Right of Way Specialist

Ms. Bates is a recent addition to **CORRE's** real estate group offering extensive experience working in customer-centered administrative positions. She is detail oriented and client-focused with expertise in correspondence, database administration, quality assurance, research, and serving as a client-liaison.



Years of Experience: 3

Areas of Expertise
Utility coordination

Education

Coursework: Fox Valley Technical College

Professional Licenses/Certifications

WI Notary Public

Kayla Foulk, CGA | Appraiser

Kayla recently earned her Certified General Appraiser license and has completed a wide variety of projects across the State. She has experience with eminent domain appraisals for public improvement projects, including transmission lines, pipeline, and roadway projects. She also has experience with asset management, conservation, trail easements, and floodplain easements. She has experience inspecting properties, computing and preparing property value estimations, and researching properties using public records.



Years of Experience: 6

Areas of Expertise
Real estate appraisal

Education

BS: Environmental Science

Coursework: Appraisal Studies

Professional Licenses/Certifications

Wisconsin Certified General Appraiser

WisDOT LPA Approved Appraiser

Vanessa Helland, CGA | Appraiser

Ms. Helland will serve as an Appraiser providing both appraisal and Sales Study services. She has prior experience working as an Assessor for the City of Eau Claire and an Appraiser in Training with a private firm. With **CORRE**, she has worked with the lead appraisers in appraisal and sales study activities for various projects throughout Wisconsin. She has experience inspecting properties, computing and preparing property value estimations, and researching properties using public records. Vanessa recently received her license as a Wisconsin Certified General Appraiser



Years of Experience: 11

Areas of Expertise

Appraisal
Public record research
Eminent Domain
Sales Studies
Building & zoning codes
WisDOT processes & procedures
READS

Education

BA: Geography

Coursework: Appraisal Institute

Professional Licenses/Certifications

Certified General Appraiser (CGA);

Assessor II: WI

WisDOT LPA Approved Appraiser

WisDOT LPA Approved Review Appraiser

Ann Davis, CGA | Appraiser

Ms. Davis will serve as an Appraiser, providing both appraisal and Sales Study services. Ann is a Certified General Appraiser with extensive experience completing appraisals for public improvements projects throughout Wisconsin. She also holds the MAI designation from the Appraisal Institute. She is knowledgeable in WisDOT Department policy, federal and state regulations, and Uniform Standards and Professional Appraisal Practice. She has appraised partial takings for commercial, residential, industrial, and special purpose properties for highway improvement projects. In addition, Ann is experienced in completing project data books and sales studies.

Ann provides appraisal services to the Department of Justice for just compensation appeals and inverse condemnation cases. She has served as a review appraiser for local agencies. In addition, she has completed surplus land appraisals for WisDOT.



Years of Experience: 41

Areas of Expertise

- Appraisal review
- Eminent domain appraisal
- Expert witness testimony
- Real estate appraisal
- WisDOT policies and procedures

Education

- MBA
- BA: Economics

Professional Licenses/Certifications

- MAI Designation, Appraisal Institute
- Wisconsin Certified General Appraiser
- WisDOT LPA Approved Appraiser
- WisDOT LPA Approved Review Appraiser

John Deneen | Real Estate Support

Mr. Deneen is a recent addition to CORRE's real estate group. He has experience assessing properties for the city of Eau Claire and brings skills in client communication, organization and administration, and training and mentoring. John has also completed a variety of real estate appraisal coursework and has a strong working knowledge of the appraisal process.



Years of Experience: 5

Areas of Expertise

- Appraisal review
- Eminent domain appraisal
- Expert witness testimony
- Real estate appraisal
- WisDOT policies and procedures

Education

- MA: Special Education
- BS: Education

Professional Licenses/Certifications

- Wisconsin Assessor II

3 | PROJECT EXPERIENCE

Relevant Project Experience Matrix

Our key staff has extensive experience providing real estate services and managing successful projects similar to yours. The table below shows current and completed projects, noting the similar elements involved. Full profiles follow for the highlighted projects.

	Project Management	Appraisals	Project Data Book/Sales Study	Acquisitions/Negotiations	Billboards	Utility Coordination	Access Issues	Connecting Highway	WisDOT Local Program	Railroad Coordination	Litigation
Belknap/USH 2 Real Estate Services, Douglas County, ID 8680-00-21		✓	✓		✓		✓	✓	✓		
Blatnik Bridge, I-535 over St. Louis River, Douglas County, ID 1199-00-20	✓	✓		✓	✓	✓	✓				
Bus Rapid Transit (BRT) Project, C Madison, Dane County		✓					✓				
CTH A Real Estate Services, STH 76 to STH 47, Outagamie County	✓	✓	✓							✓	
CTH B (North) Improvements, I-94 to Packer Drive, Dunn County, ID 1009-48-70	✓	✓		✓		✓				✓	
CTH B (South) Improvements, USH 12 to EB I-94 Ramps, Dunn County, ID 7996-00-4	✓	✓		✓		✓			✓		
CTH B Reconditioning, Town of Presque Isle, Vilas County, ID 9494-00-00		✓	✓	✓		✓			✓		
CTH C Shared-Use Path Real Estate Services, Kenosha County, ID 3736-06-00		✓									
CTH D Reconditioning, Nelson Rd to Hillside Dr, Trempealeau County		✓	✓	✓		✓			✓		
CTH E Real Estate Services, St. Croix County, ID 8939-08-06		✓	✓	✓		✓			✓		
CTH GV Reconstruction, Brown County	✓	✓	✓	✓		✓	✓				
CTH G Reconstruction, CTH E to Spur Rd, Marinette County, ID 9029-02-71	✓	✓		✓					✓		
CTH HH Acquisitions, I-94 to CTH K North, Eau Claire County	✓	✓	✓	✓		✓					
CTH H Improvements, CTH HH to CTH M, Dunn County, ID 7880-07-03	✓	✓	✓	✓		✓			✓		
CTH I Real Estate Services, Ozaukee County	✓	✓		✓		✓			✓		
CTH I Real Estate Services, Waupaca County	✓	✓	✓	✓		✓			✓		
CTH M, Lineville Road, Brown County	✓	✓	✓	✓		✓	✓				
CTH N Real Estate Services, CTH T to Brasch Rd, T Little Wolf, Waupaca County	✓	✓	✓	✓					✓		
CTH KK Acquisitions, CTH HH to CTH V, Eau Claire County	✓	✓	✓	✓		✓					
CTH T Acquisitions, USH 53to STH 108, La Crosse County	✓	✓	✓	✓					✓		
CTH T over Turton Creek Real Estate Services, Trempealeau County, ID 7178-00-00		✓	✓	✓		✓			✓		
E. Division St/STH 91 Real Estate Services, Iowa County, ID 5953-04-20	✓	✓	✓	✓				✓	✓		
E. 5th St and Washburn Street Real Estate Services, C Shawano, ID 6997-03-00	✓	✓		✓							
Green Bay St/STH 22 Real Estate Services, C Shawano	✓	✓	✓	✓				✓	✓		
Hughes Place Storm Sewer Project Appraisals, Dane County		✓									
I-39 Corridor Expansion Real Estate Services, South/Central/North Segments, Dane County	✓	✓	✓	✓	✓	✓	✓				✓
I-94 E-W Early Acquisitions, C of Milwaukee, Milwaukee County, ID 1060-27-21		✓		✓	✓		✓				
Marquette Rd/STH 35, City of Prairie du Chien, Crawford County, ID 1661-05-26	✓	✓	✓	✓	✓	✓	✓	✓	✓		
McKee Rd/CTH PD Appraisals, Dane County, ID 5992-09-30		✓							✓		
N. Harrison Hollow Rd Real Estate Services, Vernon County	✓			✓		✓			✓		
Public Safety Communications Tower, Kenosha County	✓	✓		✓					✓		
STH 180 Real Estate Services, Marinette County, ID 9670-09-21	✓	✓	✓	✓							
STH 50, Vg of Pleasant Prairie/C of Kenosha, Kenosha County, ID 1310-10-24		✓	✓								
STH 50 Access Roads Appraisals and Acquisition, Kenosha County, ID 1310-10-23		✓	✓	✓					✓		
STH 50 Mainline Appraisals, Kenosha County, ID 1310-10-20		✓	✓								
STH 76 Real Estate Services, V Greenville, Outagamie County ID 6517-16-21	✓	✓	✓	✓							
STH 96 (Green Bay Road) Acquisition, Outagamie County, ID 4075-33-00	✓	✓		✓					✓		
STH 125/College Ave, Real Estate Services, T Grand Chute, Outagamie County, ID 6526-00-21	✓	✓		✓							
Taylor Avenue/CTH X Real Estate Services, Racine County	✓	✓	✓								
USH 53/63 Trego Interchange Reconstruction, Washburn County, ID 1197-00-20	✓	✓		✓							
Trenton Rd Bridge Appraisals/Acquisitions, C West Bend	✓	✓		✓							
Whitnall Ave Bridge Real Estate Services, C Milwaukee	✓		✓	✓					✓		
WPS, Chilton to Plymouth Natural Gas Pipeline, Manitowoc/Calumet/Sheboygan Counties	✓	✓		✓							



Blatnik Bridge, Douglas County

Blatnik Bridge Real Estate Services

Douglas County, ID 1199-00-20

Appraisal, Acquisition, and Property Management Services

This project will replace the Blatnik Bridge, which connects Wisconsin and Minnesota. CORRE is providing appraisals, acquisition and negotiation, property management, and project management services. CORRE will also work closely with the relocation consultant to assist with four relocations.

KEY CHALLENGES

- High Profile project with fast tracked timeline
- Complex acquisition and relocation including 8 early acquisitions and 35 additional partial acquisitions
- Appraisals include variety of large manufacturing facilities, commercial properties, and some residential properties
- Property management includes coordination with WisDOT environmental team
- Services began in Fall of 2023 and are slated to go through 2026
- Communication and project management with multiple levels and players including: WisDOT, WisDOT relocation staff, other consultant relocation staff, appraisers, and owners

CLIENT
WisDOT

REFERENCE
Judy Srp
judith.srp@dot.wi.gov
715.836.3904

SERVICE DATES
09/2023-12/2028

STAFF MEMBERS AND SERVICES PERFORMED
Heather Dresel: Real Estate Project Manager
Megan Beer-Pemberton: Real Estate Project Manager, Acquisition
Ann Davis: Sales Study, Appraisal
Kayla Foulk: Appraisal
Vanessa Helland: Appraisal



CTH N, Waupaca County

CTH N Real Estate Services, CTH T to Brasch Rd

Town of Little Wolf, Waupaca County, Locally Funded

Sales Study, Acquisition, Utility Release of Rights

This Waupaca County road improvement project consisted of a Sales Study, acquisition of 28 nominal parcels, and three utility release of rights.

The project is located on CTH N in the Town of Lebanon, Waupaca County. The project consists of improving approximately 2.3 miles of CTH N. A full reconstruction and asphalt replacement will begin in 2025, with the final asphalt layer in 2027.

KEY CHALLENGES

- Acquisition of 28 parcels with FEE and TLE interests
- Three utility release of rights
- Initial offers for 28 parcels followed the nominal waiver of appraisal process
- Required close coordination with Waupaca County
- County Corporate Council is working with a landowner (2 parcels) regarding delinquent real estate taxes and pending foreclosure; all other parcels are acquired

CLIENT
Waupaca County

REFERENCE
Casey Beyersdorf, Highway Commissioner
casey.beyersdorf@co.waupaca.wi.us
715.258.7152

SERVICE DATES
03/2024-06/2025

KEY STAFF
Cheri Barna: Acquisition



CLIENT
Brown County

REFERENCE
Chris Hardy
chris.hardy@browncountywi.gov
920.662.2160

SERVICE DATES
08/2022-03/2025

KEY STAFF
Heather Dresel: Real Estate Project Manager
Cheri Swanson: Acquisition
Kayla Foulk: Appraiser
Ann Davis: Appraiser

CTH GV Reconstruction
Brown County, Locally Funded
Sales Study, Acquisition, Utility Release of Rights

This rural highway reconstruction project involved upgrading an existing two-lane rural roadway to a four-lane urban divided highway. The improvements also included the construction of a modern roundabout at a previously stop controlled intersection. As a subconsultant **CORRE** provided comprehensive real estate acquisition services to support project delivery.

KEY CHALLENGES

- Acquisition of 28 parcels with FEE and TLE interests
- Required both fee simple and easement acquisitions
- Intersected with changes in eminent domain legislation, which initially prohibited the use of eminent domain for sidewalk acquisition, and led to the preparation of two separate plats—one for the roadway and one for the sidewalk
- Complex legal and procedural requirements to ensure timely acquisition and avoid delays to construction



CLIENT
Brown County

REFERENCE
Chris Hardy
chris.hardy@browncountywi.gov
920.662.2160

SERVICE DATES
01/2022-03/2025

KEY STAFF
Heather Dresel: Real Estate Project Manager
Ann Davis: Appraiser
Cheri Swanson: Acquisition
Megan Beer-Pemberton: Acquisition
Vanessa Helland: Appraisal

CTH M, Lineville Road
Brown County, Locally Funded
Sales Study, Acquisition, Utility Release of Rights

CORRE provided real estate project management, appraisal, and acquisition/ negotiation services for this Local Program project.

KEY CHALLENGES

- Acquisition and negotiation of 48 residential and commercial parcels (grocery stores, malls, gas stations) and multiple utility parcels.
- Multi-year, multi-phase project impacted by shifting guidance regarding sidewalk requirements
- Involved trail parcel acquisitions, which were not eligible for condemnation

Proposed Fee Schedule

Company Name: CORRE, INC

Company Address: 500 West Calumet Street

Company Address: Appleton, WI 54915

Company Representative: Heather Dresel

Signature: *Heather Dresel*

Estimated Fee (Total): \$ 148,848.78

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
Real Estate Specialist – High (Appraiser)	60	\$ 125.38	\$ 7,522.80
Real Estate Specialist-Mid	760	\$ 94.96	\$ 72,169.60
Real Estate Specialist - Enty	720	\$ 75.07	\$ 54,050.40
Clerical – Entry	120	\$ 70.02	\$ 8,402.40
Clerical – Mid	26	\$ 115.58	\$ 3,005.08
Real Estate Project Manager	26	\$ 142.25	\$ 3,698.50
Total			\$ 148,848.78

The above estimate includes completion of a sales study and acquisition of 119 parcels through waiver valuations.

Additional services available at the following unit costs:

- Appraisal – \$3,200 per parcel
- Review Appraisal – \$800 per report
- Utility Release of Rights – \$700 per release



1702 Pankratz Street

Madison, WI 53704

P (608) 242-7779

TF (800) 446-0679

F (608) 242-5664

www.msa-ps.com

August 4, 2025

Erik Rakers, City Engineer
City of De Pere
925 S Sixth Street
De Pere, WI 54115

Re: Proposal for Right of Way Acquisition
Project ID 4190-17-21, STH 32
City of De Pere

Dear Mr. Rakers:

Thank you for the opportunity to submit a proposal for providing right of way acquisition services in conjunction with the reconstruction of STH 32 in the City of De Pere. MSA is excited at the prospect of working on this project. We understand that selecting a team requires thoughtful consideration and believe we are uniquely qualified to provide services on this project. MSA has a team of nine qualified real estate professionals to help guide you through all phases of the real estate acquisition process. The primary individuals that will be working on this project are identified below and additional information provided in the enclosed resumes.

Our Team

Peter Miesbauer is the team leader of the real estate team. Peter has been involved in real estate acquisition for Wisconsin public agencies for over 25 years. He can be reached at:
1702 Pankratz Street, Madison, WI 53704
(608) 242-6641; pmiesbauer@msa-ps.com

Jessie Prien will be the Real Estate Project Manager for this project and will serve as your point of contact for the project. Jessie joined MSA as a project manager in 2022 and has been responsible for managing the real estate activities for the WisDOT Major IH 41 project. Prior to coming to MSA, Jessie worked at WisDOT for 14 years as a real estate agent and project manager. She can be reached at:

1835 North Stevens Street, Rhinelander WI 54501
(715) 304-0404; jprien@msa-ps.com

Jodie Buchinger will serve as a Real Estate Professional for this project and be responsible for real estate negotiation services. Jodie joined MSA as a real estate agent in 2025 and has been acquiring new right of way for a variety of local public agency and WisDOT projects. Prior to coming to MSA, Jodie worked at WisDOT as a real estate project manager. She works out of our Appleton office.

Heidi Krusensterna will serve as a Real Estate Professional for this project and be responsible for real estate negotiation services. Heidi joined MSA as a real estate agent in 2023 and has been acquiring new right of way for a variety of local public agency and WisDOT projects, including WisDOT's Major IH 41 project. Prior to joining MSA, Heidi was an active real estate agent and broker for over 20 years. She works out of our Rhinelander office.

To assist with this project, we will be contracting with CBRE, Inc for complete evaluation services. CBRE has a team of 3 Wisconsin certified real estate appraisers with experience

working on a variety of WisDOT highway projects. They will be responsible for completing the Project Sales Study and any appraisal reports that may be needed for the project. We have worked with this group on WisDOT IH 41 project and have confidence they will provide quality work that is completed in a timely manner.

Our Approach

We understand that the City of De Pere is looking for a firm that is available and able to provide turn-key right of way acquisition services for this project. I am proud to say, this is what we do! We work solely on municipal and government agency projects; completing projects that range from simple to complex, to those with unique challenges that have the potential to be contentious and controversial, and everything in between. With more than 100 years of experience, MSA's real estate staff has both knowledge and experience in abundance.

All services performed will be in conformance with Wisconsin Statutes of Eminent Domain and all appropriate regulations and policies. All work will be performed in accordance with generally accepted standards of the profession and requirements contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

From the supplied information, we have developed the attached scope of services. MSA Professional Services, Inc. is committed to providing the best possible service in a timely, effective, and professional manner. We have attached the required Proposal Fee Schedule.

Payment

The Request for Proposal provides for compensation to be made in a lump sum upon completion of the contract and allows for an alternative compensation provision to be presented for the City's consideration. We have found it customary to invoice our clients on a monthly basis for the actual time our team has spent working on the project. This has the advantage of spreading the compensation amount over the life of the project. In addition, because compensation will be based on actual time, any time saving transactions will result cost savings to the City.

MSA submits this proposal with the commitment that our staff and subconsultants will be available to accomplish this project. Our team has the capacity to handle this project schedule and provide excellent service. We look forward to establishing a professional relationship with the City. Thank you again for the opportunity. Please feel free to contact me if you have any questions or wish to discuss this proposal in greater detail.

Sincerely,



Peter Miesbauer
Real Estate Team Leader



Peter Miesbauer

SENIOR REAL ESTATE ACQUISITION PROFESSIONAL |
REAL ESTATE TEAM LEADER

Peter has over 25 years of real estate acquisition and relocation experience. Before joining MSA, he served as the president and owner of G.J. Miesbauer & Associates, one of MSA's go-to partners for relocation assistance and added acquisition capacity on larger projects. Peter is on WisDOT's Certified Negotiator list and comes with a wealth of knowledge and contacts in the industry. Peter's experience is vast, having worked on numerous projects, both for local public agencies and WisDOT. His work has included project management, acquisition services, relocation services, property management, utility releases, pre-planning, plat review, and more.

EDUCATION

Various IRWA, FHWA, NHI and WisDOT right-of-way classes and courses

REGISTRATIONS

- Real Estate Sales License - WI
- International Right-of-Way Association, Wisconsin Chapter 17
- Approved WisDOT Transportation Negotiator
- Approved WisDOT Relocation Specialist
- Notary Public

AREAS OF EXPERTISE

- Real Estate Acquisition

SELECTED PROJECT EXPERTISE

- City of Wausau, 72nd Avenue - Business Camp Trail
- City of Madison, University Avenue
- City of Fitchburg, Fish Hatchery Road
- City of Fitchburg, Multiple Transportation Projects*
- City of Edgerton, South Main Street
- City of Reedsburg, HMGP Flood Mitigation
- Jefferson County, HMGP Flood Mitigation
- Columbia County, Multiple Bridge Projects
- City of Janesville, Franklin Street Redevelopment
- Village of Mount Pleasant, Multiple Highway Projects
- WisDOT, I39/90 Team, Central Segment
- City of Greenfield, Edgerton Avenue
- City of Greenfield, 43rd Street
- City of Ormo, Spruce Street
- City of Waukesha, North Grandview Boulevard
- City of Wausau, Thomas Street, Phase I and II
- City of Algoma, Redevelopment Project #2*
- City of Schofield, Business 51 Trail Project*
- City of Monona, Riverfront Development*
- Brown and Outagamie Counties, IH-41 Interstate Expansion
- Brown County, South Bridge Connector
- Marinette County, CTH A
- City of Algoma, Redevelopment Project #2
- City of Schofield, Business 51 Trail Project
- City of Mauston, Maugh's Creek Acquisition

*Denotes experience prior to joining MSA



Jessie Prien

REAL ESTATE PROJECT MANAGER

Jessie has more than 26 years of experience in real estate including 3 years as a MSA Real Estate Project Manager, 14 years at WisDOT as a real estate specialist advanced, and 10 years as a real estate salesperson in northern Wisconsin. During her time with MSA, she has been the real estate project manager and lead acquisition specialist for the WisDOT NE Region's IH 41 majors project in Outagamie and Brown Counties. This project is over 24 miles long with over 375 real estate parcels to acquire. The majority of the acquisitions are complex in nature, impacting high value commercial properties with significant ownership and title challenges. Jessie's areas of expertise are in right of way acquisitions, project management, complex negotiations, eminent domain law and policies, and identifying high cost/risk acquisitions. Additionally, she has extensive experience and knowledge in residential relocations, cost estimating, sales studies, valuation methods and identifying potential damages created by access closure/modifications. As a WisDOT real estate project manager and lead worker, she was responsible for providing real estate guidance and training to staff, consultants, and local governments. She was an active participant in providing information for developing/ updating WisDOT's real estate processes and policies.

EDUCATION

Various IRWA, FHWA, NHI and WisDOT right-of-way classes and courses

REGISTRATIONS

- Approved WisDOT Transportation Negotiator
- Approved WisDOT Relocation Specialist
- Notary Public

AREAS OF EXPERTISE

- Real Estate Acquisition

SELECTED PROJECT EXPERTISE

- 1130-63-21: IH 41 Appleton, De Pere, Outagamie & Brown Counties (350 parcels)
- 6995-12-00, Lincoln Ave, City of Marshfield, Wood County (10 parcels)
- 9130-03-22, STH 32, Forest County (39 parcels)
- 1130-63-21, I-41 Majors Project, Outagamie and Brown County (377 parcels)
- 6350-06-25/26/27/28, USH 10, Wood County (40+ relocations)*
- 1620-01-25, STH 13, Clark County (55 parcels and 1 multi-family relocation)*
- 9231-07-21, STH 47, Lac Du Flambeau, Vilas County (parcels include BIA trust land)*
- 1174-10-21, USH 51, Oneida County (75 parcels and relocation parcels)*
- 1170-19-20, USH 51, Oneida and Vilas County (45 parcels and relocation parcels)*
- 1053-04-22, STH 29, Marathon County (30 parcels and relocation parcels)*
- 6243-08-20, STH 47, Shawano County (38 parcels)*
- 1174-10/19-21, USH 51, Minocqua, Oneida and Vilas County (161 parcels)*
- 6414-00-25, Bus 51 (Post Road), Village of Plover – Whiting, Portage County (160 parcels)*
- 9650-17-21, STH 47, Menomonie Co (76 parcels including BIA Trust lands)*
- 1170-01-20 and 6999-18-20, Wausau – Merrill, CTH K and CTH U Interchange (55 parcels)*
- ID 4130-11-21, STH 54, Kewaunee County (15 parcels)

*Denotes experience prior to joining MSA



Jodie Buchinger

REAL ESTATE ACQUISITION PROFESSIONAL

Jodie Buchinger brings a well-rounded background in managing real estate activities for large-scale transportation projects. In her previous role as a Real Estate Specialist – Senior with the Wisconsin Department of Transportation’s Northeast Region in Green Bay, she led real estate acquisition efforts for major corridor improvements involving hundreds of parcels. She collaborated with multidisciplinary teams—including engineers, appraisers, legal counsel, and consultants—to ensure timely, compliant, and cost-effective project delivery.

Her responsibilities included reviewing plats and construction plans to assess property impacts, analyzing title reports, and coordinating appraisal assignments across a variety of parcel types. She prepared acquisition documents, managed consultant contracts, and developed cost estimates to support project budgeting and funding updates.

She applies a detail-oriented, efficient, and communicative approach to every phase of the acquisition process. Her experience managing consultant teams, preparing contract work orders, and maintaining project schedules and budgets makes her an asset to any real estate project team.

SELECTED PROJECT EXPERTISE

- 1130-63-21 I-41 Majors, Outagamie and Brown County (328 Parcels)*
- 1130-63-22 I-41 Majors, Outagamie and Brown County (3 Parcels)*
- 4085-68-21 WI-57, City of De Pere to Village of Allouez (18 Parcels)*
- 6626-01-00 Mill Street Bridge, City of Green Lake (3 Parcels)
- 5845-16-20 USH 51, City of Stoughton, Dane County (82 Parcels)
- 6517-17-20 STH 76, Outagamie County (10 Parcels)

**Denotes experience prior to joining MSA*

EDUCATION

B.S., Geomatics (Environmental Justice & Law minor) , Northern Michigan University

Various IRWA, FHWA, NHI and WisDOT right of way classes and courses

CERTIFICATIONS

- Approved WisDOT Transportation Negotiator
- Notary Public
- International Right of Way Association, Chapter 17

AREAS OF EXPERTISE

- Real Estate Acquisition



Heidi Krusensterna

REAL ESTATE PROFESSIONAL

Heidi is a real estate professional for MSA, bringing over 25 years of real estate broker experience to MSA's acquisition team. She has experience establishing and maintaining productive relationships with landowners while providing top-notch service and expertise in all phases of real estate sales transactions. Heidi is also assisting in Surplus Land Sales out of the Rhinelander DOT office.

SELECTED PROJECT EXPERIENCE

- WisDOT NC Region Surplus Lands
- WisDOT, STH 32 R/W Acquisition, ID 9130-03-02
- WisDOT, R/E Acquis IH 41, ID 1130-63-21
- WisDOT, STH 32 R/W Acquisition, ID 9260-00-21
- Weston Avenue from CR-X to CR-J, Village of Weston, WI
- 1130-63-21: IH 41 Appleton, De Pere, Outagamie & Brown Counties (350 parcels)
- 0632-04-00, WisDOT NCR Surplus Lands Program
- 9130-03-02: WisDOT, STH 32 R/W Acquisition
- 9260-00-21: WisDOT, STH 32 R/W Acquisition

EDUCATION

Graduate Realtor Institute Program (GRI)

REGISTRATIONS

- WI Real Estate Broker License: 49773-90 (since 1999)
- Notary Public
- International Right-of-Way Association, Wisconsin Chapter 17

AREAS OF EXPERTISE

- Real Estate Related Laws and Practices

PROJECT TEAM

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. We also have numerous other qualified team members that can be assigned to projects depending on the scope and timeframe of the projects.

Corey Sell, MAI – Lead Appraiser/Manager

Corey Sell, MAI is a First Vice President at CBRE, in the Valuation & Advisory Services group. He is responsible for managing various real estate engagements, with a primary focus on right of way appraisal and related advisory services in the Midwest region of the United States.

Mr. Sell will lead CBRE's appraisal team for the various valuation-related tasks to be completed in support of the Project, including management and oversight of the timely completion of the Sales Study, along with any property specific appraisal needs. Corey will act as the point-of-contact for CBRE throughout the life of the Project.

Nathan Egholm - Senior Appraiser

Nathan is a Vice President at CBRE, in the Valuation & Advisory Services group. He is responsible for completing and managing various real estate engagements, with a primary focus on right of way appraisal and related advisory services in the Midwest region of the United States.

Mr. Egholm will be our senior staff appraiser, leading the effort to complete any and all appraisal-related tasks needed for the completion of the sales study and any property specific appraisals.

Aidan Larson - Senior Appraiser

Aidan Larson is a Vice President at CBRE, in the Right of Way practice of the Valuation & Advisory Services group. Throughout his career, Mr. Larson has been responsible for a wide range of real estate engagements, with his primary focus on right-of-way appraisal and related advisory services throughout the Midwest, Northeast, and MidAtlantic. Currently, Aidan is a Candidate for Designation (MAI) at the Appraisal Institute.

Mr. Larson will be our secondary senior staff appraiser helping with the effort to complete any and all appraisal-related tasks for the completion of the sales study and any property-specific appraisals.

Tyler Cummings - Junior Appraiser

Tyler is a Valuation Associate at CBRE, in the Valuation & Advisory Services group. He is responsible for assisting with various real estate engagements, with a primary focus on right of way appraisal and related advisory services. Mr. Cummings has experience in the valuation of various property types including rural agricultural, residential, light industrial and commercial land in many US states and for easement acquisition purposes.

Mr. Cummings will be available throughout the project to support the senior appraisers in the effort to complete all appraisal-related tasks. Tyler's efforts will be focused on data collection and preliminary valuation of property-specific appraisals.

**Additional information related to each appraiser's qualifications can be found in the addendum of this response.

SCOPE OF SERVICES

City of De Pere Real Estate Acquisition
Project ID 41901-17-21, STH 32
Main Street and Reid Street
From 3rd Street to 8th Street
MSA Professional Services, Inc.
MSA #09441037

Services shall consist of assisting the City of De Pere with real estate acquisition services for the STH 32 project. This is a connecting highway project and in conjunction with WisDOT. The project will replace deteriorated pavement and upgrade other roadway deficiencies. It will bring curb ramps into compliance with ADA standards, replace the aging underground utilities, increase safety at the railroad crossings and improve pedestrian accommodations.

Project understanding: From the RFP supplied to MSA plus additional information from WisDOT's website, it is our understanding:

- The project is a connecting highway project and will be advertised and let by WisDOT. WisDOT oversight and appraisal review is anticipated.
- Construction is planned for 2028.
- New right of way interests will be required from 119 parcels, primarily temporary limited easement only. The number of affected parcels is approximate and may change upon the final plat. A parcel count exceeding 119 parcels may require an amendment for additional compensation.
- New right of way acquisitions are assumed to be non-complex. There will be no impacts to privately owned fences, signs, or other improvements.
- Negotiations for all parcels will be attempted through the Nominal Payment Process or appraisal waiver process. If agreements cannot be reached or condemnation is required, appraisal reports will be needed. Cost for up to 10 appraisal reports have been included.

Project Schedule

Project construction is planned for 2028. Project PS&E date is scheduled for August 2027 and ROW is requested to be completed by April 1, 2027. The anticipated start date for right of way acquisition is October 1, 2025

Real Estate Acquisition Scope of Services:

The Real Estate Acquisition Services will follow the Federal Uniform Relocation Act and Wisconsin State Statutes. All work will be performed in accordance with generally accepted standards of the profession and requirements contained in the current WisDOT Real Estate Program Manual, Wisconsin Statute Chapter 32, and the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

Project Preparation

1. MSA will review the title and update(s) to determine correct ownership information. Title report will be provided by the City
2. Complete entry of project and parcel information into WisDOT's READS system
3. MSA will create individual parcel folder(s) to function as the official record of documents and correspondence for each impacted property owner.
4. The City will approve and appropriately file a Relocation Order with Right of Way plat.

5. MSA will prepare and mail an introduction letter to all property owners along with the Property Owner's Rights brochure and information on the project, including:
 - a. Staking schedule (staking completed by others)
 - b. Contact information for the MSA project negotiator and subconsultant appraiser.
6. Create parcel file and the property owner's packet of documents, commonly referred to as the offering price packet.

Evaluation and Subconsultants

1. Determination of values.
 - a. Nominal Payment Parcel Report – Waiver of Appraisal
 - i. CBRE Inc. will prepare the Project Sales Study as a subconsultant to MSA.
 - ii. MSA will complete a Nominal Payment Parcel Report (NPPR) listing all parcels on the project and estimating a compensation amount for each. This report will require approval by the City and/or WisDOT to establish the offers of just compensation.
 - iii. The procedures for approving the Sales Study, and NPPR will be coordinated with the City and/or WisDOT.
 - b. Appraisals
 - i. CBRE Inc. will prepare any appraisal reports that may be needed for the project. Property owners may request an appraisal report be completed at any time during negotiation. Also, an appraisal report must be issued to the property owner in order to utilize the City's Eminent Domain Authority.
 - ii. The procedures for approving the appraisal reports will be coordinated with the City and/or WisDOT.

Negotiations

1. MSA will:
 - a. Issue offering price packet to the property owner after the NPPR or appraisal report is approved.
 - b. Provide follow-up and continued negotiation with property owners to answer questions regarding the information provided. One meeting is anticipated with each property owner as requested to address concerns. Meetings are expected to be held at or near the property area.
 - c. When a negotiated agreement has been reached, a payment request will be provided to the City. This request will include all pertinent documents including an IRS form W-9.
 - d. Regular updates will be provided to keep the City informed of the progress and any negotiation issues.
 - e. If a negotiated settlement can't be reached using the nominal process, an appraisal report will be required to continue negotiations. MSA will coordinate with CBRE for the completion of an appraisal report and work with the City and/or WisDOT for the appraisal review and approval.
 - f. Complete Administrative Revisions when applicable and will provide recommendations for any proposed increases to the initial offering price.

Condemnation

1. If parcel negotiations do not result in an acceptable agreement with the property owner, MSA will prepare condemnation documents for the City's review. They include:

- a. Jurisdictional Offer. Issuance of this offer is the 1st step in this process. It is issued to the owner and all other parties of interest via certified mail and has a 20 day life.
- b. Notice of Lis Pendens. This document provides notice of a pending title action and must be recorded with the register of deeds within 14 days.
- c. Award of Damages. This functions as the conveyance document and is used to conclude the transaction if the owner rejects or ignores the Jurisdictional Offer. It is recorded with the register of deeds once payment is issued.

Closing Transaction

1. Prepare closing documents real estate tax proration and closing statement.
2. Work to obtain releases of any encumbrances that apply to the area of acquisition for any Fee acquisitions. This is generally for any mortgage on the property, but can be needed for easements, leases, judgments, etc. Releases are generally not required for easement acquisitions.
3. When a negotiated settlement has been reached or condemnation initiated, a payment request will be provided to the City. MSA will distribute the check to the property owner.
4. Close the transaction with the property owner and provide payment along with copies of approved document(s).
5. Record conveyance and other transaction documents with the Brown County Register of Deeds via Simplifile.com.

Project Close-out

1. Parcel folder and file organization and clean-up.
2. Complete the parcel negotiation diary and upload all certification documents into READs, as needed.
3. Completion and submittal of the Local Public Agency Right of Way Certification form, as needed.

Project Management and Administration

MSA Project Management

1. Will perform quality assurance reviews
2. Coordinate necessary real estate project tasks with the City and/or WisDOT
3. Discuss with the City and/or WisDOT any issues that arise that could jeopardize on-time delivery or create increased acquisition costs.
4. Provide regular updates to the City. Inform all parties of the progress and any negotiation issues.
5. Attend up to 3 in-person meetings with the City and/or WisDOT
6. Provide recommendations to the City and/or WisDOT to resolve problematic or complex real estate issues.
7. Review that all project and parcel information has been entered in READs.
8. Complete and provide a Right of Way Certification to the City.
9. General project and contract management duties.

Extra Services not included in scope of the base estimated costs:

1. Difficult negotiations with any property owner requiring more than one additional meeting.
2. Efforts to obtain mortgage releases or releases of any other title encumbrance.
3. Efforts to identify encroachments, issue revocable occupancy permits or removal letters.

Services and Other Information Provided by Client

1. Property owner contact information, if available.
2. Timely approvals of Relocation Order and right of way Plat, NPPR, appraisal, offering price report, payment request, etc. City and/or WisDOT's approval of these items is critical to keeping the project on schedule and acquiring the parcels by the desired right of way clear date.
3. Prepare Federal 1099-S Form for fee parcel if payment is greater than \$600, as required.

Proposed Fee Schedule

Company Name: MSA Professional Services, Inc.

Company Address: 1702 Pankratz Street

Company Address: Madison, WI 53704

Company Representative: Peter Miesbauer, Real Estate Team Leader

Signature: _____

Estimated Fee (Total): \$488,929

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
Team Leader	97	\$194/hr	\$18,818
RE Project Manager	549	\$157/hr	\$86,193
RE Professional II	915	\$128/hr	\$117,120
RE Professional I	915	\$120/hr	\$109,800
RE Assistant	836	\$93/hr	\$77,748
Direct Expenses Mileage Postage Recording Prints	AC	N/A	\$33,750
CBRE Valuation Advisory Services	Lump sum		
Project Sales Study	1 unit	\$5,500 ea	\$5,500
Appraisal Reports	Up to 10 units	\$4,000 ea	\$40,000
Total			\$488,929

**Request for Proposals
For
Appraisal and Acquisition – WisDOT STH 32**

The City of De Pere would like to see if you are available for a turn-key project in Brown County for appraisals and right of way acquisition for WisDOT Project 4190-17-00/21/71/72. The project is on STH 32, which is connecting highway.

Your proposal must be submitted to our office by **4pm Monday, August 4th, 2025**. Proposals can be submitted via e-mail to Eric Rakers at erakers@deperewi.gov.

GENERAL INFORMATION AND SCOPE OF SERVICES:

The City of De Pere is currently working with the Wisconsin Department of Transportation for improvements on STH 32 from Eighth Street to Third Street. The City is responsible for obtaining right of way for the project.

This is a connecting highway project and is in conjunction with WisDOT, and that the WisDOT manual and process will be followed. Turn-key acquisition project which includes introduction letters, review of title work, sales study/data book, Nominal Payment Parcel Report, appraisals if needed, negotiations including all READS input and offering packages, closing out parcel files to include recording of all documents, W-9 information, sending of six-month/two-year deed letters, encroachment related documents, and to complete a final audit verifying that all information is in READS at the end of the project. Appraisal Review will be completed by WisDOT.

The preliminary plat is scheduled to be completed in September. It is estimated that the plat will include 119 TLE acquisitions (31 are part of a condominium) and 5 fee acquisitions.

- **Project number:** 4190-17-00/21/71/72 STH 32
- **County of:** Brown
- **PS&E date:** 8/1/2027
- **Anticipated Right of Way start date:** 10/1/2025
- **Anticipated Right of Way clear date:** 4/1/2027

A preliminary map has been included.

INSURANCE:

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$2,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$2,000,000 per claim and \$3,000,000 annual aggregate.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

FEE:

The *estimated* fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

ADDITIONAL SUBMITTALS:

In addition to the estimated fee schedule, please provide information on your staff that will be working on the project along with a brief summary of their experience.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be made in a lump sum upon completion of the contract. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

ADDITIONAL INFORMATION:

A sample Consultant Agreement is attached. Terms and conditions of a proposer's Standard Agreement for Services shall not be incorporated into Consultant Agreement absent specific language thereof in the Consultant Agreement itself.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Estimated Fee (Total): _____

Personnel Title	Estimate Hours	Rate/Hour	Estimated Amount
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total			\$

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)

Project: (Project Name)

THIS AGREEMENT made and entered into this ___ day of _____, 202_, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant"), collectively referred to as the parties.

WITNESSETH

WHEREAS the City is in need of _____ (project description) _____; and

WHEREAS the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

I. SCOPE OF WORK

The scope of work shall include all services and materials necessary to complete the project as fully described and specified in the ___ (date) ___ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ___ (date) ___ (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically included herein.

II. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, terms and conditions has been executed. Where additional work is to be completed on time and expenses compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's proposal.

III. FEES

Total fees payable to Consultant are estimated to be [Insert Dollar Amount] for all services, materials, equipment and authorized reimbursable expenses under this Agreement, with a final total fee amount to be subject to final approval of the City. unless an Amendment to Agreement signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing approved and signed by both parties to execution of such work.

IV. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform all those services and furnish all material necessary as fully described in Exhibits A and B.

V. SCOPE OF CITY SERVICES

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

VI. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the compensation provisions described in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due in 30 days from the invoice date. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

VII. INDEMNIFICATION

Consultant hereby agrees to indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

VIII. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.
- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of De Pere, it officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as an Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of De Pere.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of De Pere Attn: City Clerk 335 S. Broadway, De Pere, WI 54115.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all polices shall also

be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with the City. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

IX. OWNERSHIP AND FORM OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant.

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

X. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

XI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

XII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

XIII. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

XIV. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

XV. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

XVI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

XVII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XVIII. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XIX. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Consultant shall obtain the written consent of the City prior to assigning, transferring, or subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XX. SEVERABILITY

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XXI. AUTHORITY

The parties hereto have all necessary or requisite power and authority to execute and deliver this Agreement.

XXII. APPLICABLE LAWS AND JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XXIII. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Proposals (dated [Insert date]), Consultant's Proposal (dated [Insert date]), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

XXIV. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

XXV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is

suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XXVI.

XXVI. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XXVII. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City: City of De Pere
 Attn; City Clerk
 335 South Broadway
 De Pere, WI 54115

If to Consultant:

XXVIII. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

By: _____

Kimberly T. Flom, City Manager

By: _____

Carey E. Danen, City Clerk

SAMPLE



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Public Works
FROM: Tony Fietzer, Street Superintendent
SUBJECT: Consideration and possible action on amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste*
RECOMMENDED ACTION: Staff recommends amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on overflow tag use.

ATTACHMENTS:
2025 0908 CE_Solid Waste Ordinance_Memo, Ordinance

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: September 8, 2025

RE: **Consideration and possible action on amending Chapter 82 of the De Pere Municipal Code regarding Solid Waste***

Staff is requesting amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on the number of times overflow tags can be used for garbage at individual addresses.

Staff does not track and has not found a feasible way to track the number of overflow tags used at a property annually and feels if the resident is paying for the extra collection it should not be limited. Staff finds this service is often being utilized by residents in multifamily units, which are not able to obtain additional carts due to City Ordinance restrictions.

Staff recommends amending Chapter 82 of the De Pere Municipal Code Regarding Solid Waste to remove the limit on overflow tag use.

Sec. 82-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles and containers, including all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper, including newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass, including aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether nonprofit or profit-making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste, including, but not limited to, windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. The term "garbage" shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

HDPE means high density polyethylene, labeled by the SPI code No. 2.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *Service contractor*.

LDPE means low density polyethylene, labeled by the SPI code No. 4.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for the purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" as used herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single-family Residence District and R-2 Single-Family and Two-Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. The term "office paper" does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code No. 7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside, but not inside, the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside, but not inside, the polycart for collection. An overflow collection day is:

- (1) Any such day as is declared by the city;
- (2) Any such day that an overflow tag is affixed to the recyclable container placed outside the recyclable polycart; or

-
- (3) ~~Those infrequent days, not to exceed four collection days in a calendar year, Any such day~~ that an overflow tag is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers, either plastic bags or recyclable containers, for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. § 66.0117(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code No. 1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, which is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the common council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two garbage polycarts under this chapter, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code No. 5.

Private collection receptacle means containers provided by a private garbage or recyclable collection hauler.

PS means polystyrene, labeled by the SPI code No. 6.

PVC means polyvinyl chloride, labeled by the SPI code No. 3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage, including, but not limited to, furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. The term "refuse" or "rubbish" excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. The term "refuse" or "rubbish" also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and other similar equipment containing freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable for drop off.

Residential source means a parcel containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01(35), including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste, including incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. The term "yard waste" does not include any brush.

(Code 2001, § 82-1; Ord. No. 16-12, 7-19-2016; Ord. No. 21-22, § 1, 9-21-2021)



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Public Works
FROM: Scott Thoresen, Public Works Director
SUBJECT: Consider and Possible Action Regarding Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026*
RECOMMENDED ACTION: Staff recommends approving this agreement and forwarding to Council for final approval.

ATTACHMENTS:

Consider Intergovernmental Cooperative Agreement for Wisconsin Recycling Consolidation Grant for 2026 - 9-3-2025, 2026 Recycling Consolidation Grant Agreement Letter, Cooperative Agreement Recycling Consolidation Grant_2026

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members

From: Scott J. Thoresen, Director of Public Works

Date: September 3, 2025

RE: Consider and Possible Action Regarding Intergovernmental Cooperative Agreement for the Wisconsin Recycling Consolidation Grant for 2026*

Brown County Port & Resource Recovery has notified (see attached memo) the City that the Wisconsin Department of Natural Resources (DNR) has changed their requirements for establishing eligibility for the Wisconsin Recycling Consolidation Grant which will require a different type of agreement for 2026. The agreement (see attached agreement) will be between other Brown County municipalities, that are a Responsible Unit (RU). A cooperative agreement will need to be entered with the other RU's within Brown County that have an effective recycling program. The Brown County Port & Resource Recovery department will facilitate working with all the municipalities in Brown County in getting the cooperative agreement completed. The City's requirement is going to be to sign the attached agreement and submit to the County prior to October 1, 2025.

Staff recommends approving this agreement and forwarding to Council for final approval.

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

DEAN R. HAEN

PHONE: (920) 492-4950 FAX: (920) 492-4957

DIRECTOR

MEMORANDUM

To: Brown County Municipalities

From: Mark Walter, Business Development Manager

Re: 2026 RU Intergovernmental Agreement

Enclosed you will find the Intergovernmental Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026. The Brown County Resource Recovery Department has developed ***The ABC's of Recycling Right***, a book that can be shared as a PDF document as well as a link to view and share online. As a partner of Tri-County Recycling, Brown County will continue to co-fund and promote the Waste Wizard Material Search Engine and the Betterbin smartphone recycling app, along with distributing business cards for these tools. Residents can access the Waste Wizard at: www.recyclomoretricity.org/waste-wizard/ or www.winnebago-county-solid-waste.com, and the Betterbin app can be downloaded in any app store.

Please route the enclosed document for approval/signature and return via email or mail to me by Monday, September 29, 2025. If you would like a Word document version instead of PDF, please let us know.

I have attached an updated model resolution that will need to be passed by each municipality to establish eligibility and satisfy these program requirements.

Please sign and return a copy to Brown County prior to **September 29, 2025** so that we can keep it on file.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Mark.Walter@browncountywi.gov.

Sincerely,



Mark Walter
Business Development Manager

Attachment

Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2026

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and the Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, each of which is a municipal corporation, and the Oneida Nation, a federally recognized Indian tribe, all of which are a Responsible Units as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2026 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote the *Tri-County Recycling Guide*; and *The ABC's of Recycling Right* book and:

WHEREAS Tri-County Recycling will continue to fund, host, and promote the smartphone recycling app Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Tri-County Recycling Guide, the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and between municipalities and Indian tribes, and allows municipalities to contract with each other and with Indian tribes for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will continue to make available to its residents the *Tri-County Recycling Guide*, *The ABC's of Recycling Right*, the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on award of Contract 25-11
Redevelopment Street and Utility Construction*
RECOMMENDED ACTION: Staff recommends accepting the bid from Kruczek Construction
Inc. in the amount of \$1,445,555.55

ATTACHMENTS:
2025 0908 CI_BOPW_Award_25-11, 2025 0828 CE_Project 25-11_Bid Tab

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: September 8, 2025

RE: **Consideration and possible action on award of Contract 25-11 Redevelopment Street and Utility Construction***

The Engineering Department received bids on Project 25-11 Redevelopment Street and Utility Construction on Thursday, August 28, 2025. The project involves utility and street construction on Williams Street and N. Wisconsin Street to accommodate redevelopment at the former Shopko site. The project also involves the relocation of utilities on Employers Boulevard to accommodate proposed development at the Humana Site. The bids received are as follows:

Contractor	Bid Total
Kruczek Construction, Inc.	\$1,445,555.55
De Groot, Inc.	\$1,487,819.79
David Tenor Corporation	\$1,545,073.60
Vinton Construction Company	\$1,686,428.00
Dorner, Inc.	\$1,737,494.50

The budgeted amount for this project is \$1,520,000.00 with the following funding sources:

- \$1,120,000.00 allocated towards the work on Williams Street and N. Wisconsin Street and is a combination of Developer and TID funding.
- \$400,000 allocated to utility relay on Employers Boulevard and is TID funded.

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of \$1,445,555.55.

Attachments:

2025 0828 CE_Project 25-11_Bid Tab (PDF)



**Project 25-11
Redevelopment Street and Utility Construction**

Item	Description	Unit	Qty	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SANITARY SEWER													
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	60	\$132.00	\$7,920.00	\$91.42	\$5,485.20	\$90.00	\$5,400.00	\$235.00	\$14,100.00	\$125.00	\$7,500.00
SS-02	Provide 8" PVC Sanitary Sewer	LF	1100	\$133.00	\$146,300.00	\$126.43	\$139,073.00	\$135.00	\$148,500.00	\$235.00	\$258,500.00	\$166.00	\$182,600.00
SS-03	Remove and Replace 4' Diameter Sanitary Sewer Manhole	VF	20	\$602.00	\$12,040.00	\$756.27	\$15,125.40	\$600.00	\$12,000.00	\$622.00	\$12,440.00	\$888.00	\$17,760.00
SS-04	Provide 4' Diameter Sanitary Sewer Manhole	VF	100	\$551.00	\$55,100.00	\$632.93	\$63,293.00	\$530.00	\$53,000.00	\$622.00	\$62,200.00	\$808.00	\$80,800.00
SS-05	Provide 8" PVC Sanitary Sewer Lateral	LF	35	\$145.00	\$5,075.00	\$117.27	\$4,104.45	\$90.00	\$3,150.00	\$178.00	\$6,230.00	\$144.00	\$5,040.00
SS-06	Provide 6" PVC Sanitary Sewer Lateral	LF	200	\$99.50	\$19,900.00	\$99.80	\$19,960.00	\$100.00	\$20,000.00	\$173.00	\$34,600.00	\$156.00	\$31,200.00
SS-07	Provide 8"x6" Sanitary Sewer Wye	EA	3	\$166.00	\$498.00	\$902.94	\$2,708.82	\$225.00	\$675.00	\$144.00	\$432.00	\$304.00	\$912.00
SS-08	Connect to Existing Sanitary Sewer Pipe	EA	6	\$1,000.00	\$6,000.00	\$2,222.00	\$13,332.00	\$650.00	\$3,900.00	\$625.00	\$3,750.00	\$2,622.00	\$15,732.00
SS-09	Core Drill and Connect to Existing Sanitary Manhole	EA	1	\$1,200.00	\$1,200.00	\$2,525.00	\$2,525.00	\$1,500.00	\$1,500.00	\$1,954.00	\$1,954.00	\$2,995.00	\$2,995.00
SS-10	Dig Down and Verify Sanitary Sewer	EA	3	\$650.00	\$1,950.00	\$1,515.00	\$4,545.00	\$650.00	\$1,950.00	\$1,095.00	\$3,285.00	\$3,423.00	\$10,269.00
SS-11	Abandon/Remove Existing Sanitary Sewer Appurtenances	LS	1	\$6,000.00	\$6,000.00	\$1,767.50	\$1,767.50	\$3,700.00	\$3,700.00	\$6,750.00	\$6,750.00	\$5,903.00	\$5,903.00
STORM SEWER													
ST-01	Remove and Relay 15" PVC, RCP (Class III) or PP Storm Sewer	LF	15	\$151.00	\$2,265.00	\$91.86	\$1,377.90	\$74.00	\$1,110.00	\$94.00	\$1,410.00	\$225.00	\$3,375.00
ST-02	Provide 15" PVC, RCP (Class III) or PP Storm Sewer	LF	260	\$75.50	\$19,630.00	\$87.99	\$22,877.40	\$79.00	\$20,540.00	\$94.00	\$24,440.00	\$84.00	\$21,840.00
ST-03	Provide 12" PVC, RCP (Class III) or PP Storm Sewer	LF	560	\$70.25	\$39,340.00	\$86.12	\$48,227.20	\$76.00	\$42,560.00	\$89.00	\$49,840.00	\$98.00	\$54,880.00
ST-04	Provide 10" PVC or PP Storm Sewer	LF	15	\$150.00	\$2,250.00	\$97.55	\$1,463.25	\$75.00	\$1,125.00	\$100.00	\$1,500.00	\$220.00	\$3,300.00
ST-05	Provide 15"x12" Storm Branch or Inserta Tee	EA	1	\$76.00	\$76.00	\$1,279.67	\$1,279.67	\$920.00	\$920.00	\$1,637.00	\$1,637.00	\$1,921.00	\$1,921.00
ST-06	Provide 4' Diameter Storm Manhole	VF	40	\$690.50	\$27,620.00	\$923.45	\$36,938.00	\$830.00	\$33,200.00	\$850.00	\$34,000.00	\$1,095.00	\$43,800.00
ST-07	Remove and Replace Type B Inlet	EA	1	\$3,666.00	\$3,666.00	\$3,838.00	\$3,838.00	\$3,600.00	\$3,600.00	\$4,587.00	\$4,587.00	\$6,209.00	\$6,209.00
ST-08	Provide Type B Inlet	EA	7	\$3,466.00	\$24,262.00	\$3,753.13	\$26,271.91	\$3,500.00	\$24,500.00	\$4,277.00	\$29,939.00	\$4,162.00	\$29,134.00
ST-09	Provide Type B Catch Basin	EA	2	\$3,460.00	\$6,920.00	\$3,838.00	\$7,676.00	\$3,500.00	\$7,000.00	\$4,987.00	\$9,974.00	\$4,517.00	\$9,034.00
ST-10	Connect to Structure and/or Existing Pipe	EA	13	\$1,300.00	\$16,900.00	\$2,288.03	\$29,744.39	\$900.00	\$11,700.00	\$1,064.00	\$13,832.00	\$2,586.00	\$33,618.00
ST-11	Storm Sewer Dig Down and Repair 15" Storm Sewer (5-foot Repair)	EA	1	\$7,165.00	\$7,165.00	\$3,888.50	\$3,888.50	\$3,000.00	\$3,000.00	\$5,153.00	\$5,153.00	\$4,906.00	\$4,906.00
ST-12	Storm Sewer Dig Down and Repair 21" Storm Sewer (5-foot Repair)	EA	1	\$9,150.00	\$9,150.00	\$5,050.00	\$5,050.00	\$4,500.00	\$4,500.00	\$7,048.00	\$7,048.00	\$7,331.00	\$7,331.00
ST-13	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	\$2,500.00	\$2,500.00	\$2,525.00	\$2,525.00	\$5,000.00	\$5,000.00	\$5,720.00	\$5,720.00	\$4,626.00	\$4,626.00
WATER MAIN													
W-01	Provide 12" PVC Water Main Natural Backfill	LF	800	\$101.00	\$80,800.00	\$81.74	\$65,392.00	\$129.00	\$103,200.00	\$114.00	\$91,200.00	\$115.00	\$92,000.00
W-02	Provide 12" PVC Water Main Granular Backfill	LF	15	\$250.00	\$3,750.00	\$128.60	\$1,929.00	\$185.00	\$2,775.00	\$154.00	\$2,310.00	\$165.00	\$2,475.00
W-03	Provide 10" PVC Water Main Granular Backfill	LF	720	\$122.50	\$88,200.00	\$124.61	\$89,719.20	\$113.50	\$81,720.00	\$150.00	\$108,000.00	\$143.00	\$102,960.00
W-04	Provide 8" PVC Water Main Granular Backfill	LF	40	\$233.50	\$9,340.00	\$107.63	\$4,305.20	\$165.00	\$6,600.00	\$125.00	\$5,000.00	\$142.00	\$5,680.00
W-05	Provide 6" PVC Water Main Granular Backfill	LF	150	\$133.00	\$19,950.00	\$85.25	\$12,787.50	\$152.00	\$22,800.00	\$120.00	\$18,000.00	\$122.00	\$18,300.00
W-06	Provide 2" HDPE Water Service Open Cut	LF	35	\$146.50	\$5,127.50	\$68.39	\$2,393.65	\$79.00	\$2,765.00	\$111.00	\$3,885.00	\$127.00	\$4,445.00
W-07	Provide 1" HDPE Water Service Open Cut	LF	30	\$144.50	\$4,335.00	\$68.98	\$2,069.40	\$76.00	\$2,280.00	\$84.00	\$2,520.00	\$126.00	\$3,780.00
W-08	Provide 2" Corporation and Curb Stop	EA	1	\$1,300.00	\$1,300.00	\$1,884.66	\$1,884.66	\$1,215.00	\$1,215.00	\$2,848.00	\$2,848.00	\$1,679.00	\$1,679.00
W-09	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	3	\$975.00	\$2,925.00	\$2,020.00	\$6,060.00	\$2,250.00	\$6,750.00	\$880.00	\$2,640.00	\$1,935.00	\$5,805.00
W-10	Provide 1" Corporation and Curb Stop	EA	1	\$600.00	\$600.00	\$1,238.26	\$1,238.26	\$600.00	\$600.00	\$2,553.00	\$2,553.00	\$972.00	\$972.00
W-11	Provide Valve Cover for Curb Stops in Concrete	EA	2	\$100.00	\$200.00	\$159.58	\$319.16	\$150.00	\$300.00	\$508.00	\$1,016.00	\$237.00	\$474.00
W-12	Provide 12" Gate Valve	EA	3	\$5,400.00	\$16,200.00	\$5,171.20	\$15,513.60	\$5,100.00	\$15,300.00	\$5,400.00	\$16,200.00	\$5,617.00	\$16,851.00
W-13	Provide 10" Gate Valve	EA	2	\$4,425.00	\$8,850.00	\$4,271.29	\$8,542.58	\$4,175.00	\$8,350.00	\$4,300.00	\$8,600.00	\$4,616.00	\$9,232.00



**Project 25-11
Redevelopment Street and Utility Construction**

Item	Description	Unit	Qty	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
W-14	Provide 8" Gate Valve	EA	3	\$2,950.00	\$8,850.00	\$2,955.26	\$8,865.78	\$2,850.00	\$8,550.00	\$3,000.00	\$9,000.00	\$3,160.00	\$9,480.00
W-15	Provide 6" Gate Valve	EA	8	\$2,045.00	\$16,360.00	\$2,168.47	\$17,347.76	\$2,050.00	\$16,400.00	\$2,200.00	\$17,600.00	\$2,258.00	\$18,064.00
W-16	Provide Connection to Existing Water Main	EA	8	\$1,600.00	\$12,800.00	\$2,929.76	\$23,438.08	\$2,000.00	\$16,000.00	\$3,485.00	\$27,880.00	\$4,171.00	\$33,368.00
W-17	Provide Hydrant (7.5' Bury)	EA	2	\$6,850.00	\$13,700.00	\$6,523.59	\$13,047.18	\$6,030.00	\$12,060.00	\$7,570.00	\$15,140.00	\$7,484.00	\$14,968.00
W-18	Provide Hydrant (6.5' Bury)	EA	2	\$6,600.00	\$13,200.00	\$6,319.57	\$12,639.14	\$5,830.00	\$11,660.00	\$7,370.00	\$14,740.00	\$7,262.00	\$14,524.00
W-19	Provide 6" PVC Hydrant Lead	LF	60	\$104.00	\$6,240.00	\$78.60	\$4,716.00	\$88.00	\$5,280.00	\$138.00	\$8,280.00	\$118.00	\$7,080.00
W-20	Provide 1/2 Vertical Water Main Offset	EA	1	\$2,500.00	\$2,500.00	\$6,488.24	\$6,488.24	\$4,175.00	\$4,175.00	\$2,222.00	\$2,222.00	\$4,998.00	\$4,998.00
W-21	Abandon/Remove Water Main and Appurtenances	LS	1	\$7,000.00	\$7,000.00	\$2,525.00	\$2,525.00	\$9,500.00	\$9,500.00	\$1,095.00	\$1,095.00	\$13,483.00	\$13,483.00
STREET AND DRAINAGE													
SD-01	Provide Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00	\$4,201.60	\$4,201.60	\$1,235.00	\$1,235.00	\$3,500.00	\$3,500.00	\$5,381.00	\$5,381.00
SD-02	Remove Concrete Planters, Bollards, and Light Poles/Bases	LS	1	\$10,000.00	\$10,000.00	\$9,226.35	\$9,226.35	\$18,540.00	\$18,540.00	\$4,400.00	\$4,400.00	\$21,525.00	\$21,525.00
SD-03	Remove and Salvage Existing Plantings	LS	1	\$2,796.05	\$2,796.05	\$3,535.00	\$3,535.00	\$1,545.00	\$1,545.00	\$3,000.00	\$3,000.00	\$1,076.00	\$1,076.00
SD-04	Unclassified Excavation	CY	1400	\$20.00	\$28,000.00	\$20.79	\$29,106.00	\$23.65	\$33,110.00	\$32.14	\$44,996.00	\$24.60	\$34,440.00
SD-05	Remove 24" Concrete Curb and Gutter	LF	1300	\$2.00	\$2,600.00	\$4.16	\$5,408.00	\$2.06	\$2,678.00	\$4.85	\$6,305.00	\$4.10	\$5,330.00
SD-06	Remove Concrete Sidewalk and Driveway	SY	810	\$6.00	\$4,860.00	\$4.69	\$3,798.90	\$7.21	\$5,840.10	\$6.30	\$5,103.00	\$9.80	\$7,938.00
SD-07	Remove Asphaltic Concrete Pavement	SY	750	\$3.00	\$2,250.00	\$3.03	\$2,272.50	\$3.30	\$2,475.00	\$6.65	\$4,987.50	\$3.20	\$2,400.00
SD-08	Provide 1-1/4" Crushed Aggregate Base Course	CY	1300	\$27.00	\$35,100.00	\$35.37	\$45,981.00	\$28.85	\$37,505.00	\$38.00	\$49,400.00	\$38.20	\$49,660.00
SD-09	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1-3/4" Upper Layer	TON	350	\$78.00	\$27,300.00	\$80.52	\$28,182.00	\$79.73	\$27,905.50	\$78.17	\$27,359.50	\$83.30	\$29,155.00
SD-10	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2-1/4" Lower Layer	TON	450	\$86.00	\$38,700.00	\$88.01	\$39,604.50	\$87.13	\$39,208.50	\$85.45	\$38,452.50	\$91.10	\$40,995.00
SD-11	Provide Asphaltic Concrete Pavement Patch Type 4 LT 58-28 S, 2" Upper Layer (Employers Boulevard)	SY	800	\$14.50	\$11,600.00	\$20.81	\$16,648.00	\$83.91	\$67,128.00	\$14.75	\$11,800.00	\$21.20	\$16,960.00
SD-12	Provide 24" Concrete Curb and Gutter (Slip Form)	LF	1550	\$20.00	\$31,000.00	\$20.49	\$31,759.50	\$20.30	\$31,465.00	\$19.70	\$30,535.00	\$21.20	\$32,860.00
SD-13	Provide 24" Concrete Curb and Gutter (Hand Form)	LF	100	\$55.00	\$5,500.00	\$57.22	\$5,722.00	\$56.65	\$5,665.00	\$55.00	\$5,500.00	\$59.20	\$5,920.00
SD-14	Provide Asphalt Curb Head (Employers Boulevard)	LF	180	\$15.00	\$2,700.00	\$20.20	\$3,636.00	\$15.45	\$2,781.00	\$15.15	\$2,727.00	\$16.10	\$2,898.00
SD-15	Provide 8" Concrete Sidewalk and Driveway	SY	50	\$81.00	\$4,050.00	\$84.26	\$4,213.00	\$83.43	\$4,171.50	\$84.00	\$4,200.00	\$92.90	\$4,645.00
SD-16	Provide 6" Concrete Sidewalk, Ramp, and Driveway	SY	90	\$69.00	\$6,210.00	\$70.74	\$6,366.60	\$70.05	\$6,304.50	\$71.00	\$6,390.00	\$81.30	\$7,317.00
SD-17	Provide 4" Concrete Sidewalk	SY	760	\$59.00	\$44,840.00	\$60.86	\$46,253.60	\$60.26	\$45,797.60	\$61.50	\$46,740.00	\$71.00	\$53,960.00
SD-18	Provide 6" Concrete Sidewalk, Ramp and Driveway (Stamped DOT Red)	SY	75	\$112.00	\$8,400.00	\$114.43	\$8,582.25	\$113.30	\$8,497.50	\$113.00	\$8,475.00	\$126.80	\$9,510.00
SD-19	Provide 4" Concrete Sidewalk (Stamped DOT Red)	SY	950	\$92.00	\$87,400.00	\$94.35	\$89,632.50	\$93.42	\$88,749.00	\$93.70	\$89,015.00	\$103.00	\$97,850.00
SD-20	Provide 4" Concrete Sidewalk (Charcoal)	SY	55	\$89.00	\$4,895.00	\$91.55	\$5,035.25	\$89.03	\$4,896.65	\$91.00	\$5,005.00	\$100.30	\$5,516.50
SD-21	Provide Thickened Edge Concrete at Tree Grate	LF	80	\$45.00	\$3,600.00	\$46.81	\$3,744.80	\$46.35	\$3,708.00	\$45.00	\$3,600.00	\$48.40	\$3,872.00
SD-22	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	400	\$2.25	\$900.00	\$2.34	\$936.00	\$2.31	\$924.00	\$2.25	\$900.00	\$2.40	\$960.00
SD-23	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	40	\$10.00	\$400.00	\$10.40	\$416.00	\$10.30	\$412.00	\$10.00	\$400.00	\$11.00	\$440.00
SD-24	Provide Detectable Warning Field (Natural Patina)	EA	17	\$340.00	\$5,780.00	\$353.70	\$6,012.90	\$350.25	\$5,954.25	\$340.00	\$5,780.00	\$366.00	\$6,222.00
SD-25	Pavement Marking Epoxy 6-Inch White	LF	650	\$13.00	\$8,450.00	\$13.47	\$8,755.50	\$13.35	\$8,677.50	\$12.95	\$8,417.50	\$13.90	\$9,035.00
SD-26	Landscaping Topsoil, Seed, Fertilizer and Mulch	SY	1300	\$7.00	\$9,100.00	\$7.28	\$9,464.00	\$7.25	\$9,425.00	\$11.50	\$14,950.00	\$11.80	\$15,340.00
SPECIAL CONSTRUCTION													
SC-01	Pipe Foundation Stabilization	CY	10	\$1.00	\$10.00	\$25.25	\$252.50	\$20.00	\$200.00	\$75.00	\$750.00	\$40.00	\$400.00
SC-02	Installing Bollards	EA	8	\$575.00	\$4,600.00	\$883.75	\$7,070.00	\$750.00	\$6,000.00	\$1,170.00	\$9,360.00	\$646.00	\$5,168.00
SC-03	Inlet Protection Type D	EA	17	\$100.00	\$1,700.00	\$202.00	\$3,434.00	\$80.00	\$1,360.00	\$140.00	\$2,380.00	\$108.00	\$1,836.00



**Project 25-11
Redevelopment Street and Utility Construction**

Item	Description	Unit	Qty	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
SC-04	Adjust Inlet	EA	2	\$700.00	\$1,400.00	\$909.00	\$1,818.00	\$900.00	\$1,800.00	\$525.00	\$1,050.00	\$705.00	\$1,410.00
SC-05	Adjust Manhole	EA	7	\$600.00	\$4,200.00	\$858.50	\$6,009.50	\$850.00	\$5,950.00	\$525.00	\$3,675.00	\$705.00	\$4,935.00
SC-06	Adjust Water Valve Box	EA	2	\$200.00	\$400.00	\$202.00	\$404.00	\$250.00	\$500.00	\$225.00	\$450.00	\$323.00	\$646.00
SC-07	Polystyrene Insulation Board	LF	20	\$15.00	\$300.00	\$12.12	\$242.40	\$3.00	\$60.00	\$15.00	\$300.00	\$8.00	\$160.00
SC-08	Provide and Install Stop Sign Assembly	EA	5	\$650.00	\$3,250.00	\$505.00	\$2,525.00	\$1,600.00	\$8,000.00	\$700.00	\$3,500.00	\$377.00	\$1,885.00
SC-09	EJ 4'x4' Tree Grate with 2' Opening	EA	2	\$2,200.00	\$4,400.00	\$2,383.60	\$4,767.20	\$2,300.00	\$4,600.00	\$2,380.00	\$4,760.00	\$2,067.00	\$4,134.00
SC-10	EJ 5'x5' Tree Grate with 2' Opening	EA	16	\$3,200.00	\$51,200.00	\$3,268.36	\$52,293.76	\$3,300.00	\$52,800.00	\$3,375.00	\$54,000.00	\$3,004.00	\$48,064.00
SC-11	True North Coffee Tree 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-12	Autumn Gold Gingko 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-13	Street Keeper Honey Locust 2" Caliper Trunk	EA	6	\$1,105.00	\$6,630.00	\$1,040.30	\$6,241.80	\$1,225.00	\$7,350.00	\$875.00	\$5,250.00	\$646.00	\$3,876.00
SC-14	Traffic Control (Wisconsin St and William St)	LS	1	\$2,100.00	\$2,100.00	\$2,525.00	\$2,525.00	\$1,300.00	\$1,300.00	\$4,700.00	\$4,700.00	\$5,443.00	\$5,443.00
SC-15	Traffic Control (Employers Boulevard)	LS	1	\$2,100.00	\$2,100.00	\$3,535.00	\$3,535.00	\$2,725.00	\$2,725.00	\$6,100.00	\$6,100.00	\$6,950.00	\$6,950.00
ELECTRICAL													
E-01	Conduit Rigid Nonmetallic Schedule 40, 2-Inch	LF	2200	\$10.00	\$22,000.00	\$10.86	\$23,892.00	\$10.30	\$22,660.00	\$10.44	\$22,968.00	\$11.20	\$24,640.00
E-02	Pull Box 24"x24" (Nonconductive)	EA	4	\$1,990.00	\$7,960.00	\$1,949.52	\$7,798.08	\$2,000.00	\$8,000.00	\$1,874.00	\$7,496.00	\$2,017.00	\$8,068.00
E-03	Concrete Base, Type 5	EA	19	\$1,775.00	\$33,725.00	\$1,143.29	\$21,722.51	\$1,800.00	\$34,200.00	\$1,099.00	\$20,881.00	\$1,183.00	\$22,477.00
E-04	Poles, Type 5-Aluminum Anodized Black	EA	3	\$2,450.00	\$7,350.00	\$3,578.63	\$10,735.89	\$2,525.00	\$7,575.00	\$3,440.00	\$10,320.00	\$3,702.00	\$11,106.00
E-05	Decorative Poles, Spring City Hancock With Ladder Rest, 9'-2" Lamp Post	EA	16	\$6,500.00	\$104,000.00	\$6,587.18	\$105,394.88	\$6,700.00	\$107,200.00	\$6,332.00	\$101,312.00	\$6,815.00	\$109,040.00
E-06	Luminaire Arms Single Member Mast Arm 4-1/2 Inch Clamp, 8-foot, Anodized Black	EA	3	\$535.00	\$1,605.00	\$780.23	\$2,340.69	\$540.00	\$1,620.00	\$750.00	\$2,250.00	\$807.00	\$2,421.00
E-07	Luminaires Utility LED for Type 5 Pole	EA	3	\$800.00	\$2,400.00	\$728.21	\$2,184.63	\$800.00	\$2,400.00	\$700.00	\$2,100.00	\$753.00	\$2,259.00
E-08	Luminaires Utility LED for Spring City Decorative Lights	EA	16	\$700.00	\$11,200.00	\$728.21	\$11,651.36	\$720.00	\$11,520.00	\$700.00	\$11,200.00	\$753.00	\$12,048.00
E-09	Electrical Wire Lighting 12 AWG	LF	400	\$1.00	\$400.00	\$1.07	\$428.00	\$1.03	\$412.00	\$1.03	\$412.00	\$1.10	\$440.00
E-10	Electrical Wire Lighting 4 AWG	LF	6600	\$2.80	\$18,480.00	\$2.22	\$14,652.00	\$2.88	\$19,008.00	\$2.14	\$14,124.00	\$2.30	\$15,180.00
E-11	Relocate Existing Pull Box	EA	2	\$2,500.00	\$5,000.00	\$176.85	\$353.70	\$2,575.00	\$5,150.00	\$170.00	\$340.00	\$183.00	\$366.00
E-12	Connect to Existing Light	EA	1	\$2,500.00	\$2,500.00	\$272.56	\$272.56	\$2,575.00	\$2,575.00	\$262.00	\$262.00	\$282.00	\$282.00
TOTAL AMOUNT BID:				\$1,445,555.55	\$1,487,819.79	\$1,545,073.60	\$1,686,428.00	\$1,737,494.50					



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Consideration and possible action on City Engineer Parking and Traffic Recommendations*
RECOMMENDED ACTION: Staff recommends approval of parking and traffic recommendations

ATTACHMENTS:
2025 0908-CI-BOPW-PTTeam-Recommendations, School Zone on Lourdes Ave

CITY OF DE PERE

Public Works Department



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

City Engineer Parking and Traffic Recommendations August 25, 2025 Meeting

Parking and Parking Lot Items:

1. Consider Bus Dropoff area at Lewis Street.
 - Mulva Center paid for bus drop-off area on Lewis Street.
 - Current parking restrictions in ordinance include Loading Zone, Loading Zone during School Hours, 20-Minute Parking – 9 am to 6pm Mon-Sat, Three-Hour Parking 9am-6pm Mon-Sat.

Recommendation:

- Staff recommends that a bus loading designation – “Bus and Authorized Vehicle Parking” be added to the City Code as shown below.

Under Section 150-22 (7) Posted/regulated areas., Insert the following:

z. Bus and Authorized Vehicle Parking Only.

Under Section 150-23, Schedule G Parking Insert the following:

<i>Bus and Authorized Vehicle Parking Only</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curb Line or Feet/Dir. of Curb Line</i>	<i>To Curb Line or Feet/Dir. of Start</i>
<i>Lewis</i>	<i>N</i>	<i>165/E Broadway</i>	<i>297/E Broadway</i>

Signs – Other

2. Remove Deaf Child Sign on Nob Hill
 - Several years ago, a survey was sent out to all neighborhoods with Deaf Child Signs to see if the resident requesting the sign still lived in the area. A resident did respond on Nob Hill requesting to keep the sign.
 - Earlier this year, we received notification that the person requesting the sign had moved.
 - A survey for the sign was sent out to 14 properties. We received calls from two residents that the owner with the deaf child has moved.

Recommendation:

- Staff recommends the Deaf Child Sign be removed

3. Consider yield signs on Ballyvaughan Road at Garroman Drive.
 - Temporary signs were installed for the Generations/Lawrence intersection closure.
 - Garroman is one of the few streets that connects the residential areas around Lawrence Drive to the businesses along American Boulevard. Garroman will continue to be a busier street due to the access.

Recommendation:

- Staff recommends adding a yield sign and updating the City Code as shown below.

Under Section 150-23, Schedule C Yield Right-of-Way Intersections insert the following:

<i>Traffic On</i>	<i>Yields At</i>
<i>Ballyvaughan Road</i>	<i>Garroman Drive</i>

4. Consider School zone signs on Lourdes.
 - Suburban Drive is a collector. Lourdes Street is a local street.
 - There are school zone signs on Suburban but none on Lourdes Street. Lourdes Street has become busier with the addition of the parking facilities for the West De Pere School District.
 - A memo has been attached from the PD recommending the school zone sign.

Recommendation:

- Staff recommends adding the school zone signs on Lourdes Street.

5. Consider stop sign changes at Williams and Wisconsin and Williams and Michigan Street with the upcoming construction and redevelopment in the area.
 - Currently, Wisconsin and Williams is a three way stop.
 - Williams Street has a stop condition at Michigan (this is currently a t-intersection).

Recommendation:

- Staff recommends making Williams Street the thru street at Wisconsin Street and at Michigan Street, with stop signs on Wisconsin Street and Michigan Street and update the City Code as follows;

Under Section 150-23, Schedule B Stop Intersections/Right Turn No Stop, delete

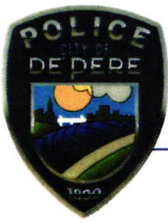
the following:

<i>Traffic On</i>	<i>Stops At</i>
<i>William Street</i>	<i>Wisconsin Street (eastbound)</i>

And insert the following:

<i>Traffic On</i>	<i>Stops At</i>
<i>Michigan Street</i>	<i>Williams Street</i>
<i>Wisconsin Street</i>	<i>Williams Street</i>

*Under Section 150-23, b. Three-way stop intersection, delete the following;
3. Wisconsin and Williams.*



Request for Official School Zone Signage on Lourdes Avenue

On May 29, 2025, a complaint was made to our agency from Alderman Devin Perock, and one of his constituents regarding the speed of traffic around the 1200 -1300 blocks of Lourdes Avenue, and the fact that there are no “School Zone” signs in this section of the roadway.

I looked into the situation along the 1200-1300 blocks of Lourdes Avenue that runs from Suburban Drive into the back side of the property for the West De Pere Intermediate School, 901 S. 9th Street, and found that there is no signage in this area for a marked “School Zone”.

This area is the focal point for several public and private schools. The area has directly on Lourdes Avenue, Our Lady of Lourdes School (Kindergarten – 8th grade), and the West De Pere Intermediate School (5th – 6th grade) / West De Pere Middle School (7th – 8th grade) bus staging area, and a large parking lot.

Since the creation of the Intermediate School in the year 2021 all buses for this school and the Middle School have set-up the student bus drop-off and pick-up in this parking lot adding a higher traffic volume in this area at the start and end of the school day. Many parents will also drop-off and pick-up students in this area as well during the day to avoid the traffic congestion on the S. 9th Street side of the school buildings.

In both the morning and afternoon hours we often see traffic from both the public schools and Our Lady of Lourdes Schools crossing paths, and this adds to the number of cars coming through this area, and for a window of time more students coming into this area of the city to get to school on foot, bicycle, or by parent drop-off.

At the end of the school day, I have observed a significant increase in students walking and biking home from these schools which supports the need for a marked school zone in this area for both the public, and private school student’s safety. The hope is that the marked “School Zone” will encourage slower speeds, which in turn helps keep the pedestrians, bicyclists, and motorists safe when in this area during the two busy periods of the school day.

Respectfully submitted,

Officer Joe Johnson #478



City of De Pere, Wisconsin

III.8

Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items
RECOMMENDED ACTION: Discussion only

ATTACHMENTS:
2025 0908-CI-BOPW-PTTeam-Discussion

CITY OF DE PERE

Public Works Department

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



Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items August 25, 2025 Meeting

Parking and Parking Lot Items:

1. Consider parking restriction on Lost Dauphin Road – Request is related to parking during St Norbert sporting events.
 - Street is 44 feet wide (face of curb to face of Curb)
 - Minor arterial street
 - 6300 ADT

No action. Staff feels there is adequate width and no safety issues.

2. Consider No Parking on the north side of Park Street from Ninth Street to driveway.
 - Park Street is 30 feet wide (face of curb to face of curb). Parking width standard is 28 feet for parking on one side.
 - Parking was restricted on the south side of Park Street between Sunrise and Ninth in 2017.

No action. Staff feels there is adequate width and no safety issues.

Pedestrian and Bicycle Items

3. Consider bike lanes on Third Street and Fourth Street from the Third/Fourth Street intersection to Grant Street.
 - Third and Fourth are minor arterials
 - 3400 ADT for Third at St Norbert
 - 3600 ADT at Lilac Lane and 4700 ADT at Grant Street for Fourth Street
 - The 2010 Comprehensive Plan shows Third Street as a future signed bike route without bike lanes. The plan shows no biking facilities for Fourth Street.
 - Creating bike lanes will require the removal of parking in some areas.
 - Sections of Third Street are not wide enough for bike lanes.
 - Past emphasis on bike lanes has been on higher volume and/or higher speed facilities such as Main Avenue, sections of Lawrence Drive, Third Street between Reid and Main, and the Bridge.

No Action. Staff felt bike lanes are not required at this time.

Signs - Other

4. Consider Dead End/No Outlet sign on Twilight Drive.
 - The criteria for installation is as follows:
 - Traffic count was performed. The average was 92 vehicles per day with 10 driveways, with an average of 9 vehicles per day per drive. Single family residential trip generation is generally 7 to 10 vehicles per day per unit.

No action. Location does not meet criteria and average vehicle use is within standards.

5. Consider Ahlstrom request a directional sign on Main Avenue at Fourth Street to direct semi-trucks to Fifth Street.

No action. Staff does not support the installation of private signs within public right of way for directing trucks.



Request for Board of Public Works Action

MEETING DATE: September 8, 2025
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Discuss Alley Capital Improvement Program
RECOMMENDED ACTION: Discussion only

ATTACHMENTS:
2025 0908 CI_BOPW_Discuss-Alley-CIP, 2026 Street Management-Alley Reconstruction, 2026 Street Management-Mill Alley Reconstruction

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: September 8, 2025

RE: **Discuss Alley Capital Improvement Program.**

Aldersperson Hanson requested a discussion item at the Board for the capital improvement program (CIP) for alleys.

Staff rates City streets every two years. Streets are rated based on the State’s PASER system, which is on a scale from 1 to 10, with 10 being new construction and 1 being complete failure. During the review, staff rates alleys also. Alleys that deteriorate to a 3 rating are added to the capital improvement program. Because alleys are rated every two years and we have an annual capital improvement program, staff reviews the number of alleys based on length and complexity and separates over the following two years. We wait until an alley is deteriorated to 3 because these are low traffic volume facilities. Additionally, we have been reconstructing the alleys and where possible, modifying grades to improve drainage out of the alleys into adjacent streets. Over the last several years, staff has included a CIP worksheet for alleys for consideration in the budget.

A summary of alleys reconstructed since 2020 is included in the table below.

Location	From	To	Year
Ontario/Winnebago	George Street	Charles Street	2025
Huron/Erie	James Street	Franklin Street	2024
Michigan/Superior	James Street	Williams Street	2024
Erie/Ontario	Charles Street	George Street	2024
Wisconsin/Michigan	Charles Street	George Street	2023
Huron/Erie	Chicago Street	Lewis Street	2023
Huron/Erie	Lewis Street	Charles Street	2023
Reid/Main	Fifth Street	Fourth Street	2022
Ontario/Winnebago	George Street	280 feet N/O George	2020

The proposed alley work over the next two years pending Council approval is as follows:

Location	From	To	Year
Superior/Huron	Bolles Street	Merrill Street	2026
Huron/Erie	Merrill Street	Chicago Street	2026
North of Main	Fourth Street	Third Street	2026
Front/Broadway	Franklin Street	Fulton Street	2027
Huron/Erie	Charles Street	George Street	2027
Superior/Huron	Chicago Street	Lewis Street	2027

Attached is the CIP worksheets for alleys recommended in the 2026 budget. The alley north of Main (Mill Alley Worksheet) is rated 2 due to the complexity of the project and meeting with business owners prior to planned 2026 reconstruction.

