



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Monday, October 7, 2019

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **October 7, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of Board of Public Works August 12, 2019 Meeting Minutes

II. Public Comment

III. Items

1. Consideration and possible action on Nicolet Square Planter Project*
2. Consideration and possible action on a request from Ald. Hansen Requiring Sod Instead of Seed for All Restoration in Street Right of Way or Easements
3. Consideration and possible action on Quote for Main Avenue and Eighth Street Signal Upgrades*
4. Consideration and possible action on Quote for Inflow and Infiltration Study and Clear Water Mitigation Plan*
5. Consideration and possible action on amending Chapter 82 De Pere Municipal Code regarding Solid Waste/Curbside Recyclable Collection*
6. Consideration and possible action on 2019-2020 Snow & Ice Removal Rates
7. Consideration and possible action on a request from Ald. Hansen to Install Flags in Street Right of Way
8. Consideration and possible action on City Engineer Parking and Traffic Recommendations*
9. Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday October 7, 2019 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

De Pere Chamber of Commerce

TV, Newspapers & Radio Stations

Kress Family Library

JT Engineering, Inc.

Ruekert and Mielke, Inc.

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of Board of Public Works August 12, 2019 Meeting Minutes

ATTACHMENTS:

- 2019 0812 BOPW Draft Minutes 2030 (PDF)



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Monday, August 12, 2019

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
James Boyd	Aldersperson	Present	
Dan Carpenter	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present:

Scott Thoresen, Director of Public Works

Chase Kuffel, Assistant City Engineer

Thomas Blohowiak, Maintenance Supervisor

Betty Sellenheim, Public Works Administrative Assistant/Recording Secretary

Judy Schmidt-Lehman, City Attorney

2. Approval of Board of Public Works July 8, 2019 Meeting Minutes

Aldersperson Carpenter moved to approve the July 8, 2019 Board of Public Works meeting minutes, seconded by Mayor Walsh. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

II. Public Comment

III. Items

1. Consider Award of Contract 19-24 Municipal Service Center Roof Repair*

Aldersperson Hansen moved to approve the award of Contract 19-24 Municipal Service Center Roof Repair with additional cost coming from undesignated reserves, seconded by Mayor Walsh. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

2. Consider Proposed Easement-Project 19-17 Employer's Boulevard Water Relay*

Aldersperson Carpenter moved to approve the proposed easements for Project 19-17 Employer's Boulevard Water Relay, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

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

3. Consider \$2,000 Donation from Green Bay Packers for Used Workout Equipment*

Mayor Walsh moved to approve the \$2,000 donation from the Green Bay Packers for used workout equipment, seconded by Alderperson Boyd. Upon vote, the motion passed unanimously.

Alderperson Hansen asked when the MSC Wellness Fitness area will be open for use. Scott Thoresen, Director of Public Works, stated the end of September and would include an open walk through for employees and elected officials.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

4. Consider \$25,000 Donation from YMCA for Used Workout Equipment*

Alderperson Raasch moved to approve the \$25,000 donation from the YMCA for used workout equipment, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

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

5. Consider request of Alderperson Hansen to review and amend Section 106-6(b)(2)B De Pere Municipal Code regarding nightly removal of tables and chairs from City right-of-way (sidewalk)*

Alderperson Hansen explained the background of this request from C&C Pub & Grill and the request to enclose the street café area by a fence rather than bringing the tables and chairs in each night.

Alderperson Carpenter stated his views of the fencing not being as aesthetically appealing or deterring individuals from jumping the fence. Alderperson Raasch stated similar views on the appearance of a fence along with the security and maintenance of the investment by placing inside a building overnight. Mayor Walsh stated he believed in the past a fence was up at this location with table and chairs left out. Mayor Walsh also stated if the ordinance was changed, guidelines would be needed to outline the fencing requirements. Alderperson Boyd stated that if more businesses come forward with requests it can be revisited. Alderperson Raasch questioned the need for a fenced in serving area at establishments selling alcohol with outdoor serving areas. Judy Schmidt-Lehman, City Attorney, stated it was not required by ordinance. Alderperson Hansen stated he would not make a motion to move forward with this request.

6. Consider Changes to Water Utility Billing Dates*

Mayor Walsh moved to approve the changes to the Water Utility Billing Schedule, seconded by Alderperson Boyd.

Scott Thoresen, Director of Public Works, outlined the request from Green Bay Water Utility. The City of De Pere would be split into three groups to more evenly distribute workload and payments.

Aldersperson Hansen requested clarification on the monthly billing option of the new smart meters. Mr. Thoresen stated that staff has looked into that option. Unfortunately, with the outsourced billing it comes at a cost of approximately three times the current cost. Mr. Thoresen also stated that residents can do a monthly budget plan for payment of water bills. Aldersperson Hansen asked why small sections of Group B are located on the east side of the river. Mr. Thoresen stated it was to even out the number of customers and water usage in each group. Aldersperson Carpenter asked for clarification on how this impacts staff. Mr. Thoresen explained it helps the staff at Green Bay Water Utility primarily. Aldersperson Carpenter expressed his displeasure with the length of time between meter reading and billing. Aldersperson Raasch asked how much it costs to bill monthly and how much it would cost to bill city-wide monthly. Mr. Thoresen stated it would roughly triple the cost. Aldersperson Raasch stated his displeasure regarding not using the smart meters as initially presented for monthly billing. Aldersperson Raasch requested exact costs for the outsourced billing and questioned the cost of the change being presented. Mr. Thoresen stated the cost would not change because it is still quarterly billing. Mr. Thoresen outlined some of the cost savings from switching to smart meters. Aldersperson Boyd agreed to the new quarterly option and stated in the future a survey of residents regarding monthly billing might make sense. Aldersperson Hansen questioned the impact if this item was tabled until the next meeting. Mr. Thoresen stated the change can occur any quarter it would just be delayed.

Aldersperson Hansen moved to table the Water Utility Billing changes until the September meeting where staff could bring back cost figures, seconded by Aldersperson Raasch.

Mayor Walsh agreed with the new quarterly changes and monthly could be looked into in the future. Aldersperson Raasch stated he would rescind his vote to table this item if staff agreed to analyze the current billing versus monthly billing costs and overall savings to the city.

Aldersperson Hansen rescinded his motion to table.

Upon vote, the motion passed with a 4-1 vote with Aldersperson Hansen voting nay.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Aldersperson
AYES:	James Boyd, Dan Carpenter, Dean Raasch, Michael J. Walsh
NAYS:	Jonathon Hansen

7. Discuss Rubbish Site Operations

Scott Thoresen, Director of Public Works, stated this Rubbish Site discussion is to summarize the current operations and determine if changes should be made for 2020. Mr. Thoresen outlined the current hours, staffing, and location, along with the current savings in tipping fees compared to 2018. Staff did a survey of residents using the site to determine potential changes in hours and acceptable items. Mr. Thoresen requested direction on potential changes to the hours, acceptable items, and prohibiting contractor

use of the site. Staff recommends not changing the hours based on the survey result of 80% of users being satisfied. Staff recommends accepting sinks/tubs, cabinets/countertops, carpet/pad, flooring, insulation, down spouts, ceiling tiles, and hot tubs per survey results. Though the respondents requested construction debris be acceptable, staff recommends not accepting due to the increase in tipping fees associated with these items.

Mayor Walsh stated his view on accepting all listed items and how it may increase the tipping fees. Mr. Thoresen agreed that the tipping fees would increase but staff was viewing it compared to what is currently accepted (cabinets vs. furniture). Alderperson Boyd stated his most heard request was for carpet and pad. Alderperson Raasch stated his approval of the changes listed. Alderperson Carpenter stated his concerns about accepting carpet and pad in any size. Mr. Thoresen stated that most people don't have the means to haul large amounts though that would be a concern. Mayor Walsh stated his concerns regarding the size and quantity of items on the potentially acceptable list. Alderperson Carpenter stated his agreeance to accepting all items listed and reevaluate next year if changes need to be made again. Alderpersons Boyd, Hansen, and Raasch agreed. Mayor Walsh questioned if all members were okay with prohibiting the use by commercial users. Alderpersons Boyd, Carpenter, Hansen, and Raasch were in favor. Mr. Thoresen stated the ordinance changes for prohibiting use by commercial users would be brought back to Board of Public Works for approval in October.

Alderperson Raasch moved to maintain the current hours of operation, accept the changes to acceptable items and prohibit commercial use, seconded by Alderperson Boyd. Upon vote, the motion passed with a 4-1 vote with Mayor Walsh voting nay.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
NAYS:	Michael J. Walsh

IV. Future Agenda Items

Alderperson Carpenter requested the cost paid to Green Bay for water utility billing and services we are receiving and what the cost would be for the city to do all the work in house.

Alderperson Raasch requested the cost of monthly billing versus the current cost for quarterly billing.

Alderperson Boyd questioned overnight parking within the city limits. Judy Schmidt-Lehman, City Attorney, stated that according to State law signs are required to be posted at entry points of city stating no overnight parking.

Alderperson Hansen questioned if there were street lighting options that are softer/warmer in color than the bright white LED at N. Broadway and Fulton.

V. Closed Session

1. Update on Project 16-04B and possible action on that Contract under the City's Standard Specifications*

Mayor Walsh moved, seconded by Alderperson Boyd to close the meeting at 8:33 PM. Upon vote, the motion passed unanimously.

Mayor Walsh moved, seconded by Alderperson Carpenter to open the meeting at 8:51 PM. Up on vote the motion passed unanimously.

Motion to:

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Board may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Board may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

VI. Adjournment

Mayor Walsh moved to adjourn the meeting at 8:52 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday August 12, 2019 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderpersons

De Pere Chamber of Commerce
Schaus Roofing & Mechanical
Contractors
RelyCo, Inc.

Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

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

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Nicolet Square Planter Project*

Definitely De Pere has submitted for approval the project concept for installation of planters in Nicolet Square. (See attached submittals from Definitely De Pere). The cost for these planters is \$15,000 and was budgeted for in the 2019 TID #9 budget. In addition, an agreement will need to be drafted and executed with the artist fabricating and installing the planters.

Staff recommends approving the fabrication and installation of the planters as outlined in Definitely De Pere's submittal. In addition, there needs to be an execution of an agreement which will be drafted by the City Attorney and presented to Council for approval.

ATTACHMENTS:

- Nicolet Square Planter Project (PDF)
- Nicolet Square Planter (PDF)
- Nicolet Square Planter Locations (PDF)

Nicolet Square Streetscape Project Proposal

Background

The Common Council approved allocating \$15,000 in streetscape funds for Nicolet Square. City staff has reviewed the proposal submitted by Definitely De Pere and is requesting BOPW and Council approval of the project.

Project Description

The Infinity Planter was designed to bring vertical dimension into unexpected spaces. The planter will provide year-round interest with holiday plantings, hanging vines, and vibrant seasonal flowers. The attached illustration shows the design for an artistic planter that will provide not only beauty but also a sense of art-place for Nicolet Square.

Art-place is an emerging concept employed by many forward-thinking cities to creatively engage their community, businesses, and visitors through the implementation of artistic elements that display visual continuity in a given area.

The planters will be fabricated out of stainless steel and aluminum. They will be weatherproof and long lasting. The bowl of the planter is designed to hold soil, vegetation and water.

The total height is 9 feet. The bottom clearance is about 7 ½ feet. The planter cone is 45 inches in diameter and 11 inches deep.

Locations

The attached map highlights the proposed locations for the planters.

Structural Specifications

We received the following opinion from Kevin Klarkowski, Structural Engineer with Performa:

- In addition to the planter's self-weight, I estimated wind overturning loads and included those.
- Anchors:
 - I assumed 3/8" diameter, with 3 ½" minimum embedment.
 - Capacities vary based on the particular manufacturer of the epoxy. That said, I used a representative product, and it calculated out OK.
 - In my calculations, I assumed anchor no closer than 2" from concrete edge or joint. Placement should conform to that or manufacturer's recommended minimum edge distance if greater.
- Base plate: I used a pretty simple analysis, but my recommendation would be for 3/8" vs. ¼" thickness. Depending on the particular aluminum alloy, bending stresses I calculated in the ¼" plate might creep up on what's allowable. A 3/8" plate will provide 2.25x the strength of ¼", reducing those stresses significantly.
- Placement on sidewalk: Following placement recommendation for the anchors noted above, there's sufficient effective sidewalk mass to prevent overturning of the planter pole.

Project Budget \$15,000

The budget includes design, fabrication and installation of 6 independent 10 feet tall planters. The Beautification Committee will fund all seasonal plants, winter decorations, and possible lighting for year-round interest.

1. Due to the unique nature of this proposal, it is requested that funds be allocated to the artist in the same process as approved for other streetscape and public art projects (50% upon execution of agreement and 50% upon project completion).

Timeline

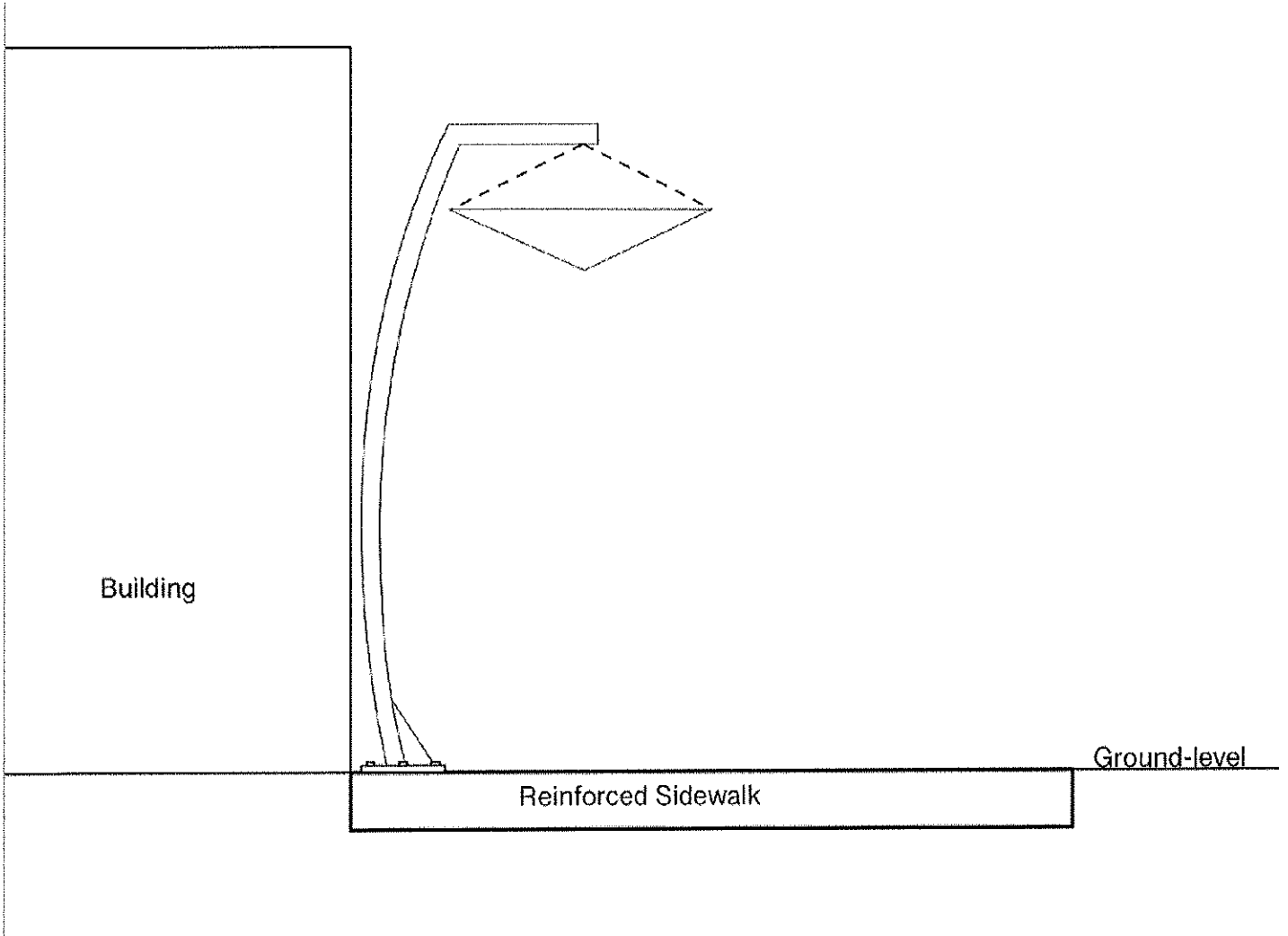
Pending BOPW and Common Council approval, fabrication will begin late October and installation of the planters would occur late November.

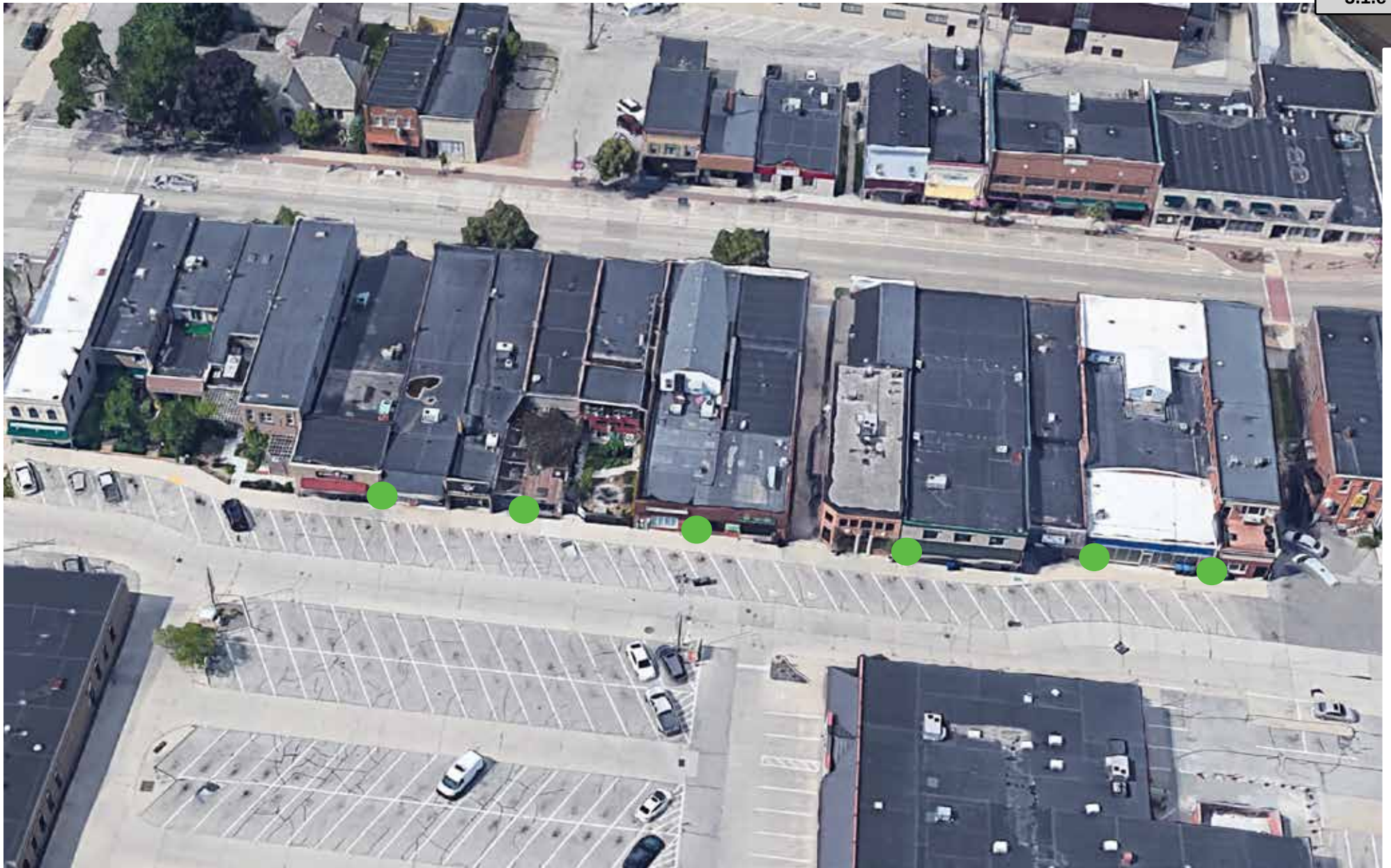
Artist

Kent Hutchinson is a multidisciplinary artist and designer with over 15 years of experience in welding, carpentry and multimedia fabrication. Kent blends his formal education as a craftsman with his broad experience as an artist in his non-traditional approach to fabrication methodology. Kent offers the full range of project development from conceptualization to fabrication in the creation of sculptures and public art.

Requested BOPW Approvals

1. We are requesting approval of the project proposal.
2. We are requesting that 50% payment be provided upon execution of agreement with artist and 50% payment be provided upon project completion.





Infinity Planters

Nicolet Square



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on a request from Ald. Hansen
Requiring Sod Instead of Seed for All Restoration in Street Right of
Way or Easements

ATTACHMENTS:

- Request for Sod Installation for Restoration Instead of Grass Seed (PDF)

Scott Thoresen

From: Scott Thoresen
Sent: Friday, August 30, 2019 8:32 AM
To: Jonathon Hansen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom; Larry Delo; Scott Thoresen
Subject: RE: ATT grass replacement

Good Morning Jonathon:

I will put a general discussion item requested by you for the October meeting to talk about requiring sod instead of seed for all restoration in the City right of way or easements.

As Larry indicated previously, staff will not be recommending any changes to require sod due to costs and maintenance requirements of sod.

Any questions please let me know.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
 925 South Sixth Street | De Pere, WI 54115
 Tel: (920) 339-8095 | Fax: (920) 339-4071



Email: sthoresen@mail.de-pere.org
 Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Thursday, August 29, 2019 10:17 PM
To: Larry Delo; Scott Thoresen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: RE: ATT grass replacement

Hi Scott and Larry,

I very much appreciate Larry's comments, as it is very helpful to hear a testimonial of someone who has planted both seed and sod grass. However, I still feel obligated to allow my constituent to have an opportunity to speak on this matter if he so chooses. Please just have the agenda item deal with the question of whether to require sod replacement in private easement areas in situations in which the property owner can prove that sod grass was originally planted in the easement area. I also agree that this should not take priority over Judy's current workload, so no rush on receiving determination from the City Attorney on this. Perhaps we could shoot for the October BOPW meeting, and could push it back to November's meeting if necessary.

Thanks, and have a great weekend!

Jonathon

From: Larry Delo
Sent: Thursday, August 22, 2019 3:27 PM
To: Jonathon Hansen; Scott Thoresen
Cc: Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: RE: ATT grass replacement

Jonathon:

Just as an FYI. When I installed my lawn when I moved here I seeded my front yard and sodded my backyard (I had dogs). Over the years I have had large areas of the sod die and always used seed to replenish those areas. The seeded lawn areas adjacent to the sod looked different the first year, after that, I cannot tell the difference. No one would guess my front yard and rear yard were planted differently. They look identical.

My point is that the City typically uses a good (average) standard for replacing items such as mail boxes or grass when they are damaged that match the general needs of the community. We do not replace specialty plantings with specialty planting or replace weed patches with weeds. We use quality grass seed.

I do not believe it would be prudent (based on cost and additional care requirements) for the City to start planting sod or try to require utilities to plant sod unless there is some specific environmental or event driven reason that would require it for a specific location.

Larry

From: Jonathon Hansen
Sent: Thursday, August 22, 2019 2:57 PM
To: Scott Thoresen
Cc: Larry Delo; Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh; Eric Rakers; Kimberly T. Flom
Subject: Re: ATT grass replacement

Hi Scott,

When new neighborhoods are first developed, is the new grass on the street ROW terrace typically planted by the City, the developer, or the property owner buying the new house? Or does it vary?

Thank you,

Jonathon

Sent from my iPhone

On Aug 22, 2019, at 1:29 PM, Scott Thoresen <sthoresen@mail.de-pere.org> wrote:

Good Afternoon Jonathon:

I need some clarification on what you are requesting the BOPW to consider. The way I interpret your email the BOPW should consider requiring lawn areas to be restored with sod instead of seed within the street right of way? Is this correct? If so, we would need to be considering our street projects follow these same requirements as well which will result in significant cost increases to the restoration costs for every project. Please advise.

As far as restoration in private easements I will need to have Judy research this as to whether we can control work on private property easements. I know she is extremely busy so it is not going to be a priority for her to research.

Make it a great day!

Thanks,

Scott J. Thoresen, P.E.

Director of Public Works | [City of De Pere](#)
925 South Sixth Street | De Pere, WI 54115
Tel: (920) 339-8095 | Fax: (920) 339-4071

<image001.png>

Email: sjthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

From: Jonathon Hansen
Sent: Thursday, August 22, 2019 12:55 PM
To: Eric Rakers; Scott Thoresen
Cc: Larry Delo; Ryan Jennings; Judy Schmidt-Lehman; Mike Walsh
Subject: Fwd: ATT grass replacement

Eric and Scott,

I received the follow-up email below from Mr. and Mrs. Hassel. Can we please add this matter to a future BOPW meeting? Specifically, the question of whether the City should require contractors to replace excavated lawn that was originally planted with sod to be replaced with new sod in right of ways and easements (assuming the City can even require sod grass replacement in easement areas). The issue of how it could even be proved if a lawn was originally planted with sod vs seed would be a corresponding question to consider.

I completely understand, as you mentioned, that with your current workload, the easement jurisdiction question needs time to be researched. I have also copied Judy in case this is something that the City Attorney's office can look into.

Thanks!

Jonathon

Sent from my iPhone

Begin forwarded message:

From: Gary Hassel <inwisc@new.rr.com>
Date: August 22, 2019 at 11:45:17 AM CDT
To: Jonathon Hansen <jhansen@mail.de-pere.org>
Cc: Ryan Jennings <rjennings@mail.de-pere.org>, "inwisc@new.rr.com" <inwisc@new.rr.com>
Subject: Re: FW: ATT grass replacement

Attachment: Request for Sod Installation for Restoration Instead of Grass Seed (8825 : Request of Ald. Hansen to Consider Requiring Sod

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

Mr. Hansen,

Thank you for your reply and the work you put into my earlier letter. I apologize that this response took so long, but my wife's surgery and aftercare intervened and kept me busy. I also note that while you promptly responded and followed-up, I have yet to hear from Mr. Jennings and believe he is not properly suited to be a representative of his constituency, but that's another matter.

I would also like to point out that, unfortunately, you and Eric Rakers missed the essential point of my message - I didn't really expect any changes in what was done to my yard or that of my neighbors, but hoped to suggest that the City in it's dealings with contractors could more carefully protect its citizens in permitting future contracts of this nature. Certainly easements must be honored but contracts for work pursuant to the easements shouldn't be 'rubber-stamped' by the City, but rather the City should require a little more of the contractors. If sod is removed, sod should be replaced. The extra cost would simply be built into the contracts and ultimately passed on to the broader customer base of the corporations that operate under the easements. This is something to think about and incorporate into future such contracts.

Ironically, as I write this, I noted that Green Bay now requires public art to be incorporated into projects funded in part by the City. This improves the overall quality of life and protects the citizens of the City in ways that DePere hasn't yet thought of.

The City, through its representatives and permit-issuers, are stewards of the citizens and residents of DePere and their actions should reflect such a duty.

I neither need nor expect any further response on your part and thank you for your efforts to date. I would like to see the City spend a little more thought in the future in protecting the property rights of all of its citizens.

Thank you,

Sharon and Gary Hassel

On 8/3/2019 7:42 PM, Jonathon Hansen wrote:

Hi Gary and Sharon,

Thank you very much for bringing this matter to my attention. Please see below for the response that I received on Thursday from the City Engineer. I have some follow-up questions for staff next week based on the information provided by the City Engineer. I will keep you posted.

Thanks again, and have a good weekend.

Jonathon

From: Eric Rakers

Sent: Thursday, August 1, 2019 2:25 PM

To: Jonathon Hansen

Cc: Larry Delo; Mike Walsh; Ryan Jennings; Chase Kuffel; Scott Thoresen; Judy Schmidt-Lehman

Subject: FW: ATT grass replacement

Hi Jonathon,

I provide some answers directly in the e-mail.

Eric

Eric Rakers, P.E.
City of De Pere - City Engineer
925 S. Sixth Street, De Pere, WI 54115

O (920) 339-8304 | C (920) 639-1000

erakers@mail.de-pere.org

From: Jonathon Hansen

Sent: Thursday, August 01, 2019 10:23 AM

To: Eric Rakers; Scott Thoresen

Cc: Larry Delo; Mike Walsh; Ryan Jennings; Chase Kuffel; Judy Schmidt-Lehman

Subject: Fwd: ATT grass replacement

Eric and Scott,

Can you please provide some feedback on the email below when you have a chance?

Thanks!

Jonathon

Sent from my iPhone

Begin forwarded message:

From: "Gary Hassel" <inwisc@new.rr.com>
To: "Jonathon Hansen" <jhansen@mail.de-pere.org>, "Ryan Jennings" <rjennings@mail.de-pere.org>
Subject: Fwd: ATT grass replacement

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

Gentlemen,

We've neither talked nor met, but I understand that you represent me and my wife in DePere. The purpose of this e-mail is to bring an issue to your attention in hopes that other residents will fare better in the future. Apparently the

City approved a construction project for an ATT contractor to upgrade cable services in our neighborhood pursuant to an easement, which ordinarily would be fine. Our neighborhood, as is usual in DePere, consists of nicely maintained houses and manicured, cared-for lawns, usually aided by lawn care companies. ATT (it's contractor) dug up sod to do its work, but replaced it with extremely poor quality grass seed which was rife with weeds and even corn stalks. When neighbors and I complained, we were told the City approved a contract that allowed for seed, not sod replacement and that the contractor had done all that was required, even though the pre-construction paperwork delivered to each home assured us that we would enjoy complete restoration after construction. I haven't researched exactly where the easement lines are located, but the work was done at least 50 feet from the centerline of our street, which seems excessive. The City issues excavation permits for utility work in the right of way. We do not issue permits the utility work in easements. The restoration requirements for private utility work in the right of way is the same as what is required for City contractors or City completed work in the right of way which is topsoil, seed, and mulch.

The right of way at this property is 70 feet with a 12 foot easement. Based on the aerial of the landscaping, this repair appears to be around 35 feet off the centerline.

I have attached a photo of the results of the ATT(contractor) seeding which is filled with weeds, crabgrass and even a few corn stalks. It will take months and extra expense from our lawn service to restore our lawn to pre-construction standards. The weeds shown in the this picture are common in all restoration projects in the City. The weed seed is in topsoil. If the property owner cuts the area, the grass will take over and the weeds will die. I see no issues with the restoration based on the photo. The grass has come in thick. There are always be some weeds in the restoration.

I realize there is nothing to be done in my situation, but in the future, when DePere approves such construction contracts, a standard provision should be to require contractors to replace sod with sod, not seed. This situation is unsightly and frustrating for homeowners who work diligently to maintain the appearance of their properties. While I know the City doesn't receive it all, each of us pay what we consider very high property taxes, and for that, we would expect the City to be cognizant of the care people take of their properties and require contractors to truly restore properties as they complete

necessary work. Please note that this work is being completed by a utility company. Even though the City has a permitting process, we are not involved in any contracts for this work. All utility companies have the right to be in the right of way and utility easements.

I recognize that neither of you probably had any hand in negotiating the terms of the contracts involved, but someone within City government did and they should answer to the overall City Council . These contracts are not City contracts and not negotiated by the City. This is between AT&T and the contractor.

My hope is that you will track this situation down and require all similar future contracts require sod replacement with sod, not seed, to allow other homeowners to avoid this mess and nuisance. The City does not place sod on City projects so we do not require sod on private utility work. Sod is an extra expense and potentially more maintenance as it has to be watered a lot after installation. Additionally, some people don't like sod because it will not match their existing lawn.

Thank you for your attention to this matter.

Gary and Sharon Hassel

1863 Horseshoe Ct.

DePere, Wi. 54115

920-632-4821

inwisc@new.rr.com

----- Forwarded Message -----

Subject:ATT grass replacement

Date:Thu, 01 Aug 2019 09:52:11 -0500

From:Gary Hassel <inwisc@new.rr.com>

To:Gary Hassel <inwisc@new.rr.com>

Sent from my Verizon Wireless 4G LTE smartphone

--

Gary R. Hassel



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Quote for Main Avenue and Eighth Street Signal Upgrades*

ATTACHMENTS:

- CI_BOPW_Main Avenue_&_8th_Signal_Upgrades_10-7-2019 (PDF)
- CE_RFP_Main-Eighth_Signals-2019-09-06 (PDF)
- 2019 0927 CE_JT_DePere - Main and 8th street RFP - final (PDF)
- 2019 0927 CE_Cedar-Signals_DePere (PDF)
- 2019 0927 CE_REL_PR092419_De Pere_Signal Upgrades (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: October 7, 2019
Subject: Quote for Main Avenue and Eighth Street Signal Upgrades *

The Engineering Department received proposals for the Main Avenue and Eighth Street Signal Upgrades (WisDOT Signals and ITS Standalone Program). The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals at Main Avenue and Eighth Street. The consultant will assist the City with the design of the signal improvements, construction management (including shop drawing review and reimbursement requests to WisDOT), and construction observation. The proposals received are as follows:

Main and Eighth Signal Upgrades	Total
JT Engineering, Inc.	\$25,490
Cedar Corporation	\$30,000
Robert E. Lee and Associates, Inc.	\$36,800

The JT Engineering proposal has been modified to match the number of hours included in the original proposal for construction management and observation. The original proposal included 40 and 80 hours respectively. JT Engineering listed the hours as 30 and 50. The hours in the proposal is just an estimate, however, it is important that all proposals include the same estimated hours.

The budgeted amount from the capital improvement budget for a Main and Eighth Signal Replacement is \$60,000 (Engineering/Administration).

The staff recommendation is to accept the quote from JT Engineering, Inc. for the Main Avenue and Eighth Street Signal Upgrades.

Attachments:

CE_RFP_Main-Eighth_Signals-2019-09-06
2019 0927 CE_JT_DePere – Main and 8th street RFP-final
2019 0927 CE_Cedar-Signals_De Pere
2019 0927 CE_REL_PR092419_De Pere_Signals Upgrades

**Request for Proposals
For
Main Avenue and Eighth Street Signal Upgrades (WisDOT Signals and ITS Standalone Program)**

The City of De Pere would like to invite your firm to submit a proposal to provide consulting services for the design and construction management of Main Avenue and Eighth Street signal upgrades which are being partially funded by the WisDOT Signals and ITS Standalone Program.

Your proposal must be submitted to our office by Friday, September 27, 2019 at 3 P.M. Proposals can be submitted via e-mail to Chase Kuffel at ckuffel@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere was awarded a grant from WisDOT through the Signals and ITS Standalone Program to replace the existing signals at Main Avenue and Eighth Street. A copy of the application has been included for your information. This project includes the following:

- Install new conduit to replace the old steel system.
- Install new pull boxes.
- Replace cold steel standards with aluminum.
- Install new signal bases.
- Replace signal heads.
- Provide trombone (overhead) signal faces for eastbound and westbound traffic on Main Avenue.
- Replace pedestrian signal heads and push buttons.
- Provide video vehicle detection.
- Upgrade cabinet.

SCOPE OF SERVICES:

Consulting services shall include, but are not limited to:

1. Complete design survey.
2. Design signal improvements
3. Complete Construction staking.
4. Perform construction management which includes:
 - a. Obtaining prices for non-typical items with the WisDOT contractor.
 - b. Shop drawing review. (if applicable)
 - c. Reimbursement requests to WisDOT.
5. Perform construction observation.
6. Complete record survey and drawings.
7. Meetings (four)

With this program, WisDOT has a contract with Bodart Electric for the installation of the signals. Unit prices have been established for some of the items.

An analysis of truck turning movements will be required at the intersection for signal placement. The City will provide the signal timing.

SCHEDULING:

The award of this proposal is scheduled to go to the Board of Public Works on October 7th and the Common Council on October 15th. Design will start in 2019 for construction in 2020.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

The proposed 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.

PAYMENT:

The City's Consultant Agreement provides for compensation under the contract to be paid up to once a month. Any proposal that seeks an alternative compensation provision shall be included in a specific description of the preferred compensation method for City consideration.

DELIVERY:

Consulting services will be completed via phone and email with engineering staff. Permitting shall be delivered via email, in pdf format. Hard copies will not need to be provided.

ADDITIONAL INFORMATION:

The City will provide additional information requested to assist consulting services and will pay for permitting fees associated with the project.

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: _____

Fee (Total): _____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$	\$
B	Design	1	LS	\$	\$
C	Construction Staking	1	LS	\$	\$
D	Construction Management	40	HR	\$	\$
E	Construction Observation	80	HR	\$	\$
F	Record Survey and Drawings	1	LS	\$	\$
G	Meetings	4	EA	\$	\$
TOTAL PROPOSAL COST					\$



September 27, 2019

ATTN: Mr. Chase Kuffel, PE
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115-1199

Subject: Request for Proposal for Main and 8th Street Signal Upgrades

Dear Mr. Kuffel,

I am pleased to present our proposal to complete the Main and 8th Street Signal Upgrades for the City of De Pere. JT Engineering, Inc. is a woman-owned firm that was founded in 2005. Our team of experienced staff is fully dedicated to providing cost-effective transportation solutions for our clients, and we look forward to this opportunity to serve the City of De Pere. We view each project as a partnership and will listen to your needs, goals, and concerns while making successful delivery our top priority.

Our team's project manager will be Bob Schuurmans, PE. Bob has been focused on traffic engineering and signal design for the past 30+ years and has designed and studied traffic and corridors all over northeast Wisconsin and knows the specific intersection in this RFP very well. Bob specializes in traffic signal design and operations, safety analysis, regulations, work zone analysis, lighting design, and constructability review from a traffic operations perspective. Over his career, he has directed over 130 traffic signal installations and 100+ highway lighting installations within 11 counties in NE Wisconsin.

JT Engineering has a large team of highly talented design and construction professionals based within a close proximity to the De Pere area, all of which have experience to help adequately assist with the data gathering, signal design, construction observation, and administration of this project. We work closely together, utilizing our past project experiences and lessons learned to deliver high-quality, cost-effective designs. We appreciate your consideration of JT Engineering, Inc. and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Treadway'.

Craig Treadway, PE
 Vice President
 JT Engineering, Inc.

Proposed Fee Schedule

Company Name: JT Engineering, Inc.

Company Address: 1077 Centennial Centre Blvd.

Company Address: Hobart, WI 54155

Company Representative: Craig Treadway, P.E., Vice President

Signature: 

Fee (Total): \$21,920

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$800	\$800
B*	Design	1	LS	\$12,250	\$12,250
C*	Construction Staking	1	LS	\$0	\$0
D*	Construction Management	30	Hours	\$132	\$3,960
E*	Construction Observation	50	Hours	\$75	\$3,750
F*	Record Survey and Drawings	1	LS	\$600	\$600
G*	Meetings	4	Each	\$140	\$560
				Total Proposal Cost	\$21,920

***Notes:**

- For item B – Design: Because construction pricing is agreed to (or bid) up front for many of the items with Bodart Electric, this proposal is bid to use all WisDOT SISP specs and abbreviated plans.
- For item C - On past SISP projects with WisDOT, there has been no construction staking needed. In construction, once utilities are located, the signal bases and cabinet locations are adjusted to avoid those utilities in the field. If the City ultimately does require any staking for any additional items not included in the Scope of services, this will be completed at the construction management rate.
- For Items D and E – The number of hours was reduced to get this proposal closer to the cap for construction, which was approved in the application. We did this because every dollar over that \$9,000 amount for construction oversight will be funded 100% by the City of De Pere. JT feels that this reduction in hours will be sufficient, barring any changes from the listed scope of services.
- For Item F – The SISP program is a DOT grant program. The following items are not required or bid in this proposal:
 - Field management software or documentation
 - materials documentation
- For Item G - Meetings are bid one hour long (including travel from the JT office) for design and construction and we intend to only have the Construction Manager attend. Additional time, or desire by the City of De Pere to have other attendees, will be billed at the construction management rate.

September 26, 2019

Eric P. Rakers, PE, City Engineer
City of De Pere
Public Works – Engineering Department
925 S. Sixth Street
De Pere, WI 54115

RE: RFP – Main Avenue and Eighth Street Signal Updates

Dear Eric:

Cedar Corporation appreciates the opportunity to submit a proposal from your firm to complete design and construction management for the Main Avenue and Eighth Street Signal Upgrades for the City of De Pere.

See the attached Proposed Fee Schedule and Resumes of the staff.

Cedar Corporation is teaming with SRF Consulting to provide technical staff and expertise for your project. Our qualifications are enclosed along with the proposed fee schedule.

We look forward to the opportunity to provide services to the City of De Pere. Please do not hesitate to call if you have questions or would require additional information regarding our proposal. Thank you.

Sincerely,

CEDAR CORPORATION



Thad M. Majkowski, PE
Director

TMM/cap

Attachments: Proposed Fee Schedule
Proposed Team Resumes

cc: Scott Thoresen, Director of Public Works, City of De Pere
Jeff Knudson, SRF Consulting, Inc.

Attachment: 2019 0927 CE_Cedar-Signals_DePere (8826 : Consider Quote for Main Avenue and Eighth Street Signal Upgrades)

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: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, PE

Signature: 

Fee (Total): \$ 30,000

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$950	\$950
B	Design	1	LS	\$14,000	\$14,000
C	Construction Staking	1	LS	\$450	\$450
D	Construction Management	40	HR	\$100	\$4,000
E	Construction Observation	80	HR	\$90	\$7,200
F	Record Survey and Drawings	1	LS	\$1,000	\$1,000
G	Meetings	4	EA	\$600	\$2,400
TOTAL PROPOSAL COST					\$30,000



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

1250 Centennial Centre Boulevard • Hobart, WI 54155 • 920-662-9641 • www.releeinc.com

September 27, 2019

Mr. Eric Rakers, P.E.
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199
erakers@mail.de-pere.org

RE: Request for Proposal ▲ Main Avenue and Eighth Street Signal Upgrades

Dear Mr. Rakers:

Robert E. Lee & Associates, Inc., (REL) is pleased to submit this proposal to assist the City of De Pere with the survey, design, and construction services for the signal replacement project at the intersection of Main Avenue and Eighth Street.

REL intends to team with TADI to perform the work requested in the Request for Proposal. Our team will be led by Mark Schuster and will be assisted by Ryan Trzinski. REL will provide survey, drafting, signal design, layout assistance, construction services, and record drawings. TADI will provide the signal design.

Services REL will provide will be consistent with the requirements presented within the Request for Qualifications, dated September 6, 2019, following the project scope and schedule outlined, and reiterated on the following page.

REL will provide/complete the following for this project.

- Topographic survey of the intersection identifying the curb and gutter, sidewalks, existing signals, lane configuration, and existing utilities. Profiles or elevations will not be provided.
- Signal design and layout, including temporary signal design; City to provide signal timing.
- Construction staking of the new signals and appurtenances.
- Construction management including obtaining non-typical bid prices, shop drawing review, and providing reimbursement request to WisDOT, to a maximum of 40 hours.
- Perform construction observation to a maximum of 80 hours.
- Complete record survey and drawings of the signal system.
- Prepare for and attend up to 4 meetings.

September 27, 2019
Mr. Eric Rakers, P.E.
CITY OF DE PERE
Page 2

We understand the project contractor has already been selected by WisDOT and therefore, no bidding services are required.

REL will complete the required scope of work for the fees identified on the attached proposed fee schedule. A company fee schedule is attached in the event that additional services are required. REL greatly appreciates the opportunity to offer this proposal to the City of De Pere, and continue our long-standing relationship. Please feel free to contact us if you have any questions or require additional information for your review process.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Mark S. Schuster, P.E.
Project Manager



Jared G. Schmidt, P.E., V.P.
Civil /Municipal Engineering Manager

MSS/JGS/LAR

ENC.

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.

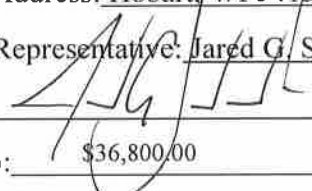
PROPOSED FEE SCHEDULE

Company Name: Robert E. Lee & Associates, Inc.

Company Address: 1250 Centennial Centre Boulevard

Company Address: Hobart, WI 54155

Company Representative: Jared G. Schmidt, P.E., V.P. Civil/Municipal Engineering Manager

Signature: 

Fee (Total): \$36,800.00

Item	Description	Quantity	Unit	Unit Price	Amount
A	Survey / Field Work	1	LS	\$ 1,550.00	\$ 1,550.00
B	Design *	1	LS	\$ 17,400.00	\$ 17,400.00
C	Construction Staking	1	LS	\$ 1,900.00	\$ 1,900.00
D	Construction Management	40	HR	\$ 105.00	\$ 4,200.00
E	Construction Observation	80	HR	\$ 85.00	\$ 6,800.00
F	Record Survey and Drawings	1	LS	\$ 2,350.00	\$ 2,350.00
G	Meetings	4	EA	\$ 650.00	\$ 2,600.00
*Design cost includes \$3,000 for design of temporary signals.					
TOTAL PROPOSAL COST					\$ 36,800.00

Robert E. Lee Associates, Inc.
2019 Labor Rates

3.3.e

<u>Staff Type</u>	<u>Billing Rate</u>
CAD TECHNICIAN I	\$ 70.00
CAD TECHNICIAN II	\$ 82.00
CAD TECHNICIAN INTERN	\$ 40.00
CIVIL ENGINEERING MANAGER	\$ 157.00
CLERICAL I	\$ 50.00
CLERICAL II	\$ 59.00
CLERICAL MANAGER	\$ 83.00
COMMUNITY PLANNER	\$ 98.00
CONSTRUCTION MANAGER	\$ 157.00
DESIGN MANAGER	\$ 140.00
DESIGNER I	\$ 104.00
DESIGNER II	\$ 111.00
ENGINEER I	\$ 94.00
ENGINEER II	\$ 105.00
ENGINEER III	\$ 127.00
ENGINEER IV	\$ 142.00
ENGINEERING ASSISTANT	\$ 59.00
ENGINEERING DIRECTOR	\$ 164.00
ENGINEERING TECHNICIAN I	\$ 75.00
ENGINEERING TECHNICIAN II	\$ 89.00
ENGINEERING TECHNICIAN III	\$ 112.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 139.00
ENVIRONMENTAL SCIENTIST I	\$ 85.00
ENVIRONMENTAL SCIENTIST II	\$ 97.00
ENVIRONMENTAL SCIENTIST III	\$ 107.00
ENVIRONMENTAL SERVICES MANAGER	\$ 157.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 46.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 62.00
ENVIRONMENTAL TECHNICIAN I	\$ 65.00
ENVIRONMENTAL TECHNICIAN II	\$ 75.00
ENVIRONMENTAL TECHNICIAN III	\$ 90.00
EROSION CONTROL/RESTORATION CREW LEADER	\$ 83.00
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 46.00
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 71.00
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 77.00
GEOLOGIST I	\$ 83.00
GEOLOGIST II	\$ 96.00
GEOLOGIST III	\$ 106.00
GEOLOGIST IV	\$ 128.00
GIS SPECIALIST I	\$ 79.00
GIS SPECIALIST II	\$ 90.00
GIS TECHNICIAN	\$ 64.00
LAND USE PLANNER I	\$ 83.00
LAND USE PLANNER II	\$ 112.00
NATURAL RESOURCES SCIENTIST I	\$ 63.00
NATURAL RESOURCES SCIENTIST II	\$ 78.00
NATURAL RESOURCES SCIENTIST III	\$ 92.00
NATURAL RESOURCES SCIENTIST IV	\$ 114.00
NATURAL RESOURCES TECHNICIAN I	\$ 37.00
NATURAL RESOURCES TECHNICIAN II	\$ 42.00
NATURAL RESOURCES TECHNICIAN III	\$ 62.00
NES DIVISION MANAGER	\$ 114.00
PROJECT COORDINATOR	\$ 77.00
SENIOR CONSULTANT	\$ 150.00
SENIOR GIS SPECIALIST	\$ 118.00
SENIOR TRANSPORTATION CONSULTANT	\$ 117.00
SOLID WASTE MANAGER	\$ 157.00
SURVEY INTERN	\$ 50.00
SURVEY MANAGER	\$ 119.00
SURVEYOR TECHNICIAN I	\$ 67.00
SURVEYOR TECHNICIAN II	\$ 77.00
SURVEYOR TECHNICIAN III	\$ 88.00
SURVEYOR PROFESSIONAL I	\$ 83.00
SURVEYOR PROFESSIONAL II	\$ 90.00
SURVEYOR PROFESSIONAL III	\$ 98.00
TECHNICAL SERVICES DIRECTOR	\$ 151.00
TRANSPORTATION MANAGER	\$ 157.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 86.00
WATER & WASTEWATER MANAGER	\$ 157.00
WATER & WASTEWATER OPERATOR TRAINER	\$ 97.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 49.00

Attachment: 2019 0927 CE_REL_PR092419_De Pere_Signal Upgrades (8826 : Consider Quote for Main Avenue and Eighth Street Signal



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Quote for Inflow and Infiltration Study and Clear Water Mitigation Plan*

ATTACHMENTS:

- CL_BOPW_I&I_Study_10-7-2019 (PDF)
- 2019 0720 CE_RFP_Inflow_Infiltration_Study(PDF)
- 2019 0926 Kuffel-20190926-2019 I_I Study and Clear Water Mitigation Plan Proposal (PDF)
- 2019 0926 L- Response to RFP-II Study and MIt Plan-DePere 9-26-19 (PDF)
- 2019 0926 RE RFP - 2019 Inflow and Infiltration Study (REL)(MSG)

CITY OF DE PERE MEMO



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

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

Date: October 7, 2019

RE: **Quote for Inflow and Infiltration Study and Clear Water Mitigation Plan***

The Engineering Department received proposals for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan.

The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of flow. The City pays GBMSD to treat inflow and infiltration (I&I) from clear water into the sanitary sewer system.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and property.

The consultant will provide flow monitoring in specific areas around the City, evaluate and recommend modifications to the City's current I&I program, identify programs for private lateral evaluation and rehabilitation, and recommend additional monitoring (including potential smoke testing) in the basins studied. The proposals received are as follows:

Inflow and Infiltration Study	Total
Ruekert and Mielke, Inc.	\$66,225
Cedar Corporation	DNS
Robert E. Lee and Associates, Inc.	DNS

Staff sent out proposals to three firms. Cedar Corporation and Robert E. Lee and Associates did not submit due to work load.

The budgeted amount from the capital improvement budget for the Inflow and Infiltration Study is \$60,000. This proposal includes flow monitoring at 21 locations along the east side of the Fox River and along Suburban Drive, in areas identified as high inflow and infiltration in previous studies. The cost for each monitoring location is \$2,430. Staff will work with Ruekert and Mielke, Inc. to eliminate at least three monitoring locations from the smaller basins to keep the overall cost to the within the budgeted amount of \$60,000.

The staff recommendation is to approve the quote from Ruekert & Mielke, Inc. for \$60,000 with the flow monitoring reduced to 18 locations.

Attachments:

2019 0720 CE_RFP_Inflow_Infiltration_Study

2019 0926 Kuffel-20190926-2019 I_I Study

2019 0926 L_Response to RFP-II Study and Mit Plan-De Pere 9-26-09

2019 0926 RE RFP – Inflow and Infiltration Study (REL)

**Request for Proposals
For
2019 Inflow and Infiltration Study and Clear Water Mitigation Plan**

The City of De Pere is seeking proposals to perform an inflow and infiltration study and develop a clear water reduction plan. The chosen firm will be tasked with the review of studies completed between 2004 and 2018, each of which identifies the presence of clear water volumes.

Your proposal must be submitted to our office by Thursday, September 26, 2019 at 3 pm. Proposals can be submitted via e-mail to Chase Kuffel at ckuffel@mail.de-pere.org.

GENERAL INFORMATION:

The City of De Pere operates and maintains a gravity fed, sanitary sewer system which includes well over 100 miles of sewers, and one lift station, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The GBMSD wastewater treatment facility was purchased from the City on January 1, 2008. The solids generated at the De Pere plant are piped to the Green Bay facility for processing.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff. While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Flow monitors installed by GBMSD have recorded peak factors as high as 20 following rainfall events.

SCOPE OF SERVICES:

The chosen firm will be tasked with reviewing data from the studies provided and conducting additional field monitoring activities to create an Inflow and Infiltration Mitigation Plan report. The intent of the Inflow and Infiltration Plan is to combine the new findings with past reports and to outline the City's future steps towards reducing inflow and infiltration. The report is to include the following:

1. Field monitoring data of the below listed basins with corresponding rainfall data. Field monitoring is to occur for one full month containing a minimum of one large rainfall event. Flow monitoring data and corresponding rainfall data is to be presented in a Microsoft Excel spreadsheet format.
 - a. Front Street Annex (Basin E-1): This basin lies in the northwest portion of the east

side of De Pere. It generally includes the area south of Ridgeway Boulevard and north of George Street. It extends to Webster Avenue on the east and the Fox River on the West. This area includes a portion of the central commercial district, some of the older development within the City. This basin was previously identified as having excessive inflow levels. The City has identified the following sanitary sewer segments, flowing west into the GBMSD main from Broadway for flow monitoring:

- i. North of Randall Avenue.
 - ii. At Randall Avenue.
 - iii. At Ridgeway Boulevard.
 - iv. Between Fulton Street and Morris Street.
 - v. At Fulton Street.
 - vi. At Franklin Street.
 - vii. At William Street.
 - viii. At James Street.
 - ix. At George Street
- b. Front Street (Basin E-2): The Front Street basin lies just south of the Front Street Annex basin along the Fox River. It generally includes the area south of Charles Street, north of Cook Street and west of Nob Hill Lane. This area contains a mixture of commercial and residential development. As with the Front Street Annex basin, some of the area was developed when different plumbing codes were used that were more tolerant of discharging storm water to the wastewater system. This basin was previously identified as having excessive inflow levels. The City has identified the following sanitary sewer segments, flowing west into the GBMSD main from S. Broadway for flow monitoring:
- i. At Merrill Street
 - ii. At Bolles Street
- c. Aldrin (Basin W-4): The Aldrin basin is located in the central part of the west side of De Pere. The area included extends from Grant Street south to Westwood Drive and east from St. Mary's Street to near Seventh Street. The development is primarily residential in nature. This basin was previously identified as having excessive inflow levels. Flow monitoring for this basin can occur on Suburban Drive between Aldrin Street and Grant Street.
- d. St. Mary's (Basin W-5): The St. Mary's Basin lies south of the Aldrin basin and north of Scheuring Road. It extends from USH 41 east to the Fox River. The development is primarily residential in nature. This basin was previously identified as having high infiltration levels. The City has identified the following sanitary sewer segments, flowing into the GBMSD main from Suburban Drive.
- i. At Fay Court flowing east
 - ii. At Danena Drive flowing west

- iii. At Stine Way flowing east
 - iv. At Meadow View Lane flowing east and west
 - v. At Trailwood Drive flowing east and west
 - vi. At Countryside Drive flowing east and west.
2. Evaluation of current program sewer relay and lining program. This evaluation shall go over the City's current efforts to reduce inflow and infiltration and recommend any additional practices or specifications that should be adopted to prevent inflow and infiltration.
 3. Identifying additional programs for private lateral evaluation and rehabilitation. This should also include recommendation for new home construction or programs to incentivize inflow and infiltration reduction. Rehabilitation or funding programs used in other local communities to promote sump pump installation or floor drain disconnection should be considered.
 4. Recommendations for additional monitoring, televising or smoke testing in high inflow and infiltration areas should also be provided. A proposed schedule and engineers estimate to conduct these activities will be included.

A final draft of this report will be presented to the City of De Pere Board of Public Works for informational consideration.

Meetings

The consultant should include three meetings in the proposal as follows:

- Kickoff meeting.
- Preliminary report meeting.
- Final report meeting.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

This proposal will be taken to the Board of Public Works on October 7, 2019 for consideration and approval. Field monitoring and flow data collection should be completed over one full month in the fall of 2019 or spring of 2020. The Inflow and infiltration Mitigation Plan is to be completed by May 29, 2020 such that any proposed capital improvements can be included in the City's 2021 Capital Improvement Program.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury,

sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project include the following:

- Field Monitoring Data in a Microsoft Excel Spreadsheet and PDF format.
- Inflow and Infiltration Mitigation Plan in a Microsoft Word Document and PDF format.
- An engineer's estimate of any recommended capital improvements in a Microsoft Excel Spreadsheet.
- Contact information and program literature for the host municipality for any program presented for inflow and infiltration reduction.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant for the inflow and infiltration study:

- 2004 Inflow and Infiltration Study completed by Robert E. Lee and Associates
- I&I Study from GBMSD
- City of De Pere Capacity, Management, Operations & Maintenance (CMOM) Report
- A CAD system map of the City's sanitary sewers broken down by basin.
- Available, historical, field flow monitoring data broken down by basin.
- Field Access to the City's system for field monitoring efforts.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

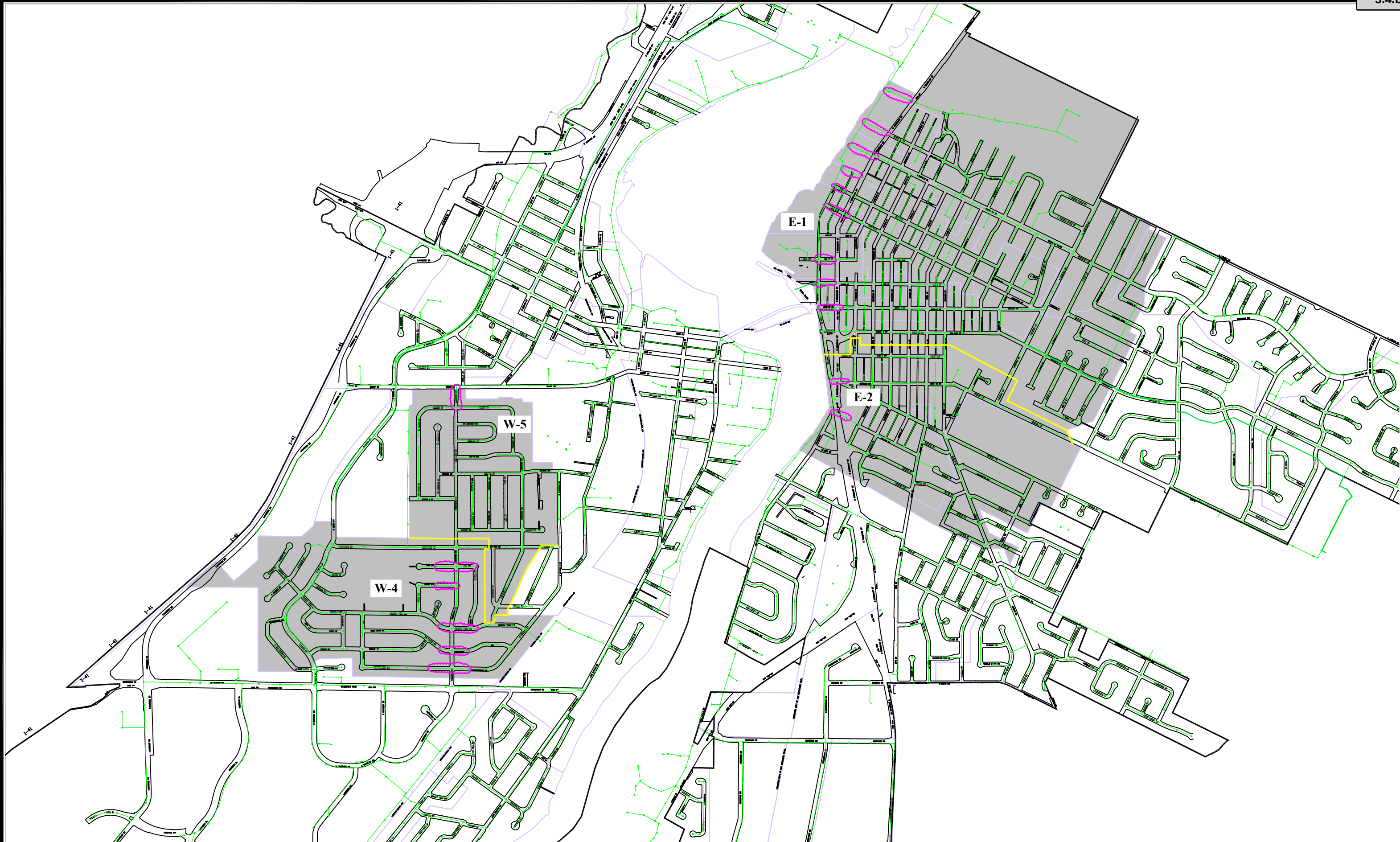
Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Item	Description	Quantity	Unit	Unit Price	Amount
A	Inflow and Infiltration Study				
	1. Inspection, Field Work, and Report Review	1	LS		
	2. Flow Monitoring	21	EA		
	3. Evaluation of City's Current Program	1	LS		
	4. Review and Recommend additional programs for I&I reduction on Private Property.	1	LS		
	5. Recommendations for additional monitoring	1	LS		
	6. Report preparation and drafting.	1	LS		
B	Meetings	3	EA		
TOTAL					



CITY OF DE PERE

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

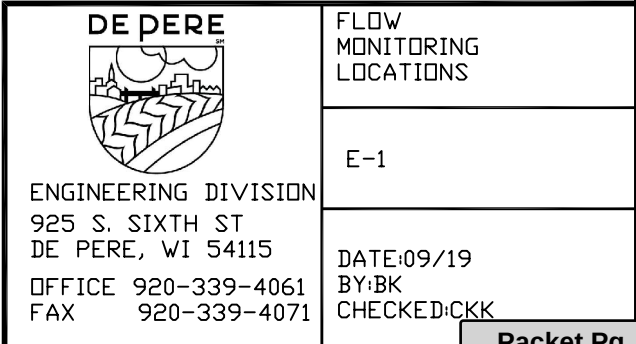
CITY OF DE PERE
FLOW MONITORING BASINS

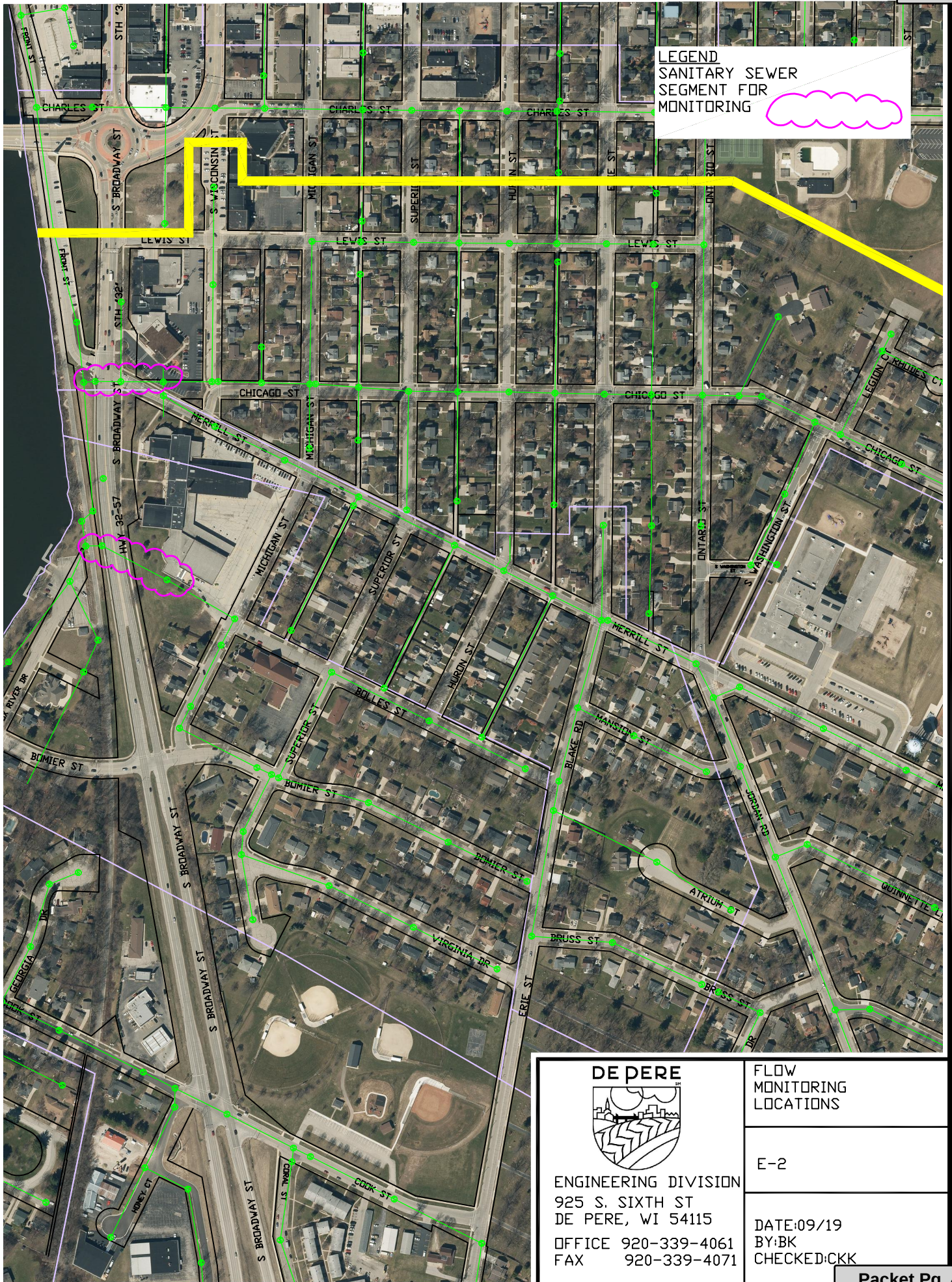
NAME:

PROJECT #

			REVISIONS / ISSUES			
	DATE	BY	NO.	DATE	BY	REMARKS
SURVEYED	NA	NA				
DRAWN	BK	09-2019				
DESIGNED						

PAGE
NO.





LEGEND
SANITARY SEWER
SEGMENT FOR
MONITORING

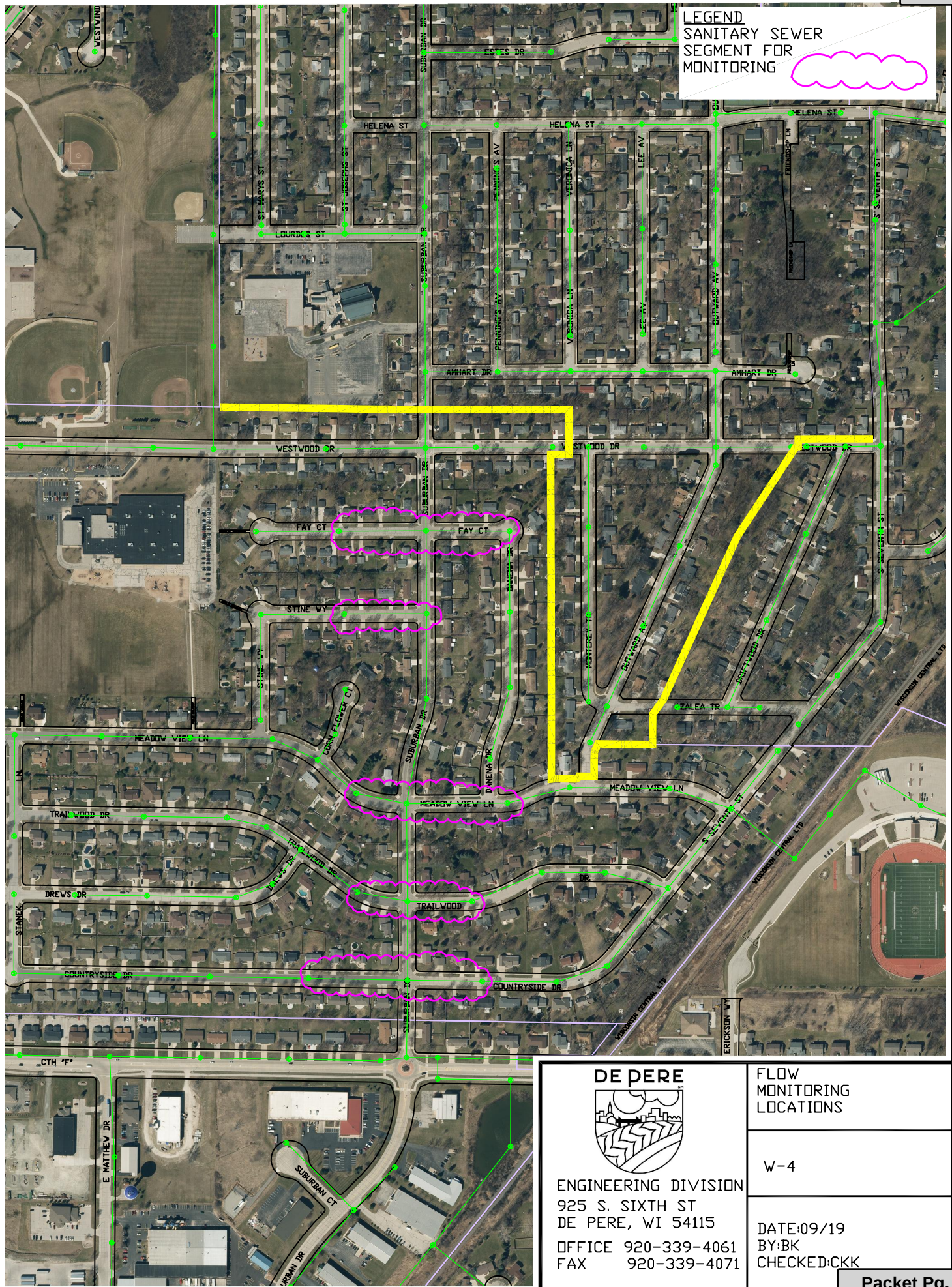


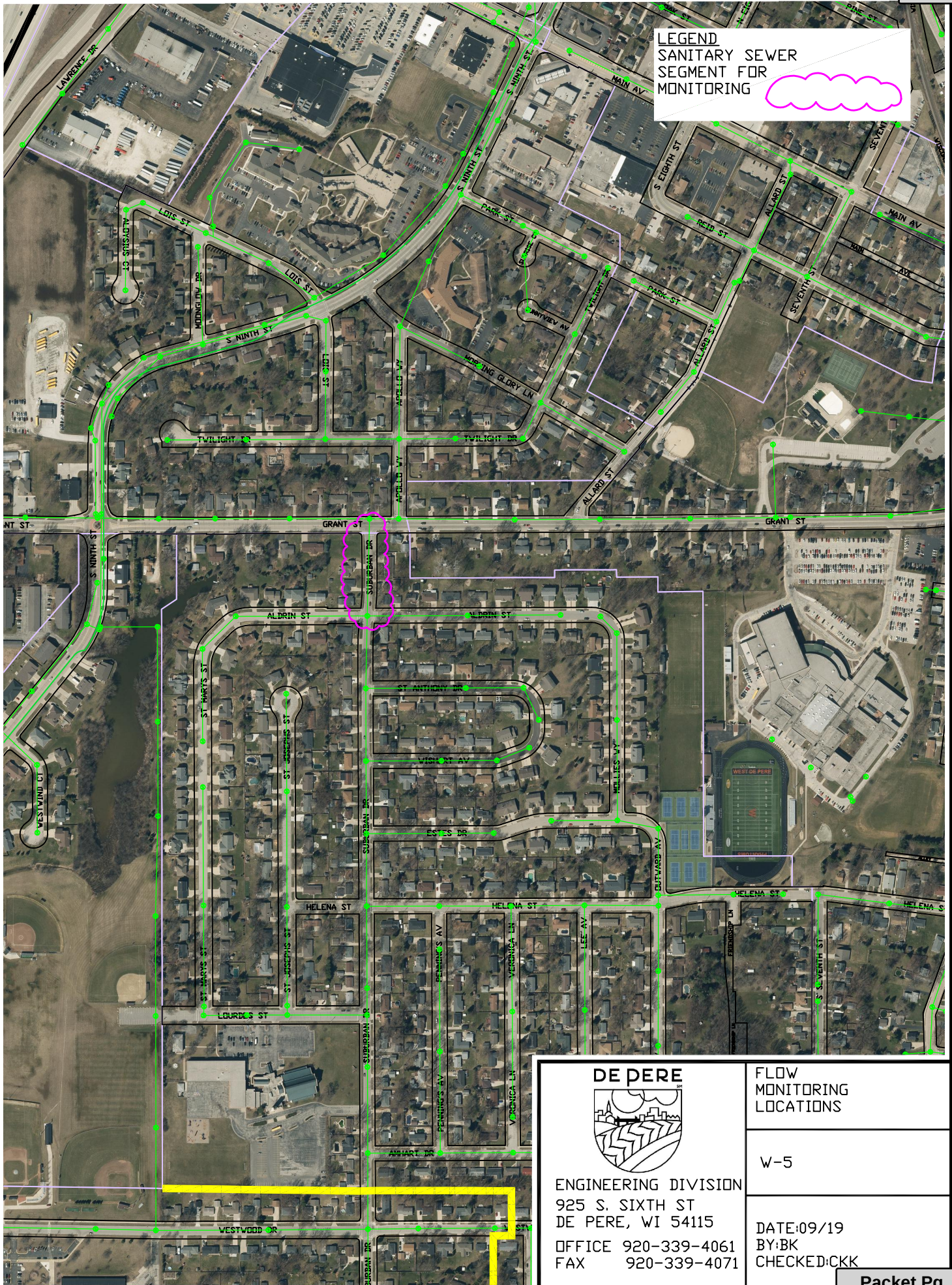
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FLOW
MONITORING
LOCATIONS

E-2

DATE:09/19
BY: BK
CHECKED: CKK





September 26, 2019

Mr. Chase K. Kuffel, P.E.
 Assistant City Engineer
 City of De Pere
 925 S. Sixth Street
 De Pere, WI 54115

Re: 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan

Dear Mr. Kuffel,

Ruekert & Mielke, Inc. (R/M) thanks you for the opportunity to submit this proposal for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan. This letter presents our proposed scope of services, time schedule, and fee based on your needs, determined from our previous discussions, and your request for proposal dated September 11, 2019.

Study Description

The Inflow and Infiltration Study is described in detail in the RFP and includes reviewing past studies that have been completed, flow monitoring at 21 locations, evaluation of the City's current program, review and recommendations for additional programs or monitoring and documenting the findings and recommendations in a report. The study includes four drainage basins, two on the west side of the river (W-4, W-5) and two on the east side of the river (E-1, E-2).

Sanitary sewers over 12-inches in diameter or over 24' deep will require confined space entry to install flow monitoring equipment. Based on the email dated September 24, 2019, Basin W-5 and E-1 both have sewers over 18-inches and have confined space entry included as part of our proposal.

The scope of services offered is presented in more detail in the following section:

Services Not Included – Additional Services

- A. Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:
 - 1. In review of the project areas as identified on the figure titled "Flow Monitoring Basins" in the RFP it appears the study area approximates 1,400 acres. As we previously discussed, R/M believes that smoking testing these areas would help determine direct connections of storm sewers, roof drains, etc. This area could be completed for under \$50,000 with assistance from City staff.

Responsibilities of Others

- A. City of De Pere shall be responsible for the following:
 - 1. Provide previous studies, reports, and other data as outlined in the RFP.
 - 2. Review draft preliminary design documents and comment in a timely manner.
 - 3. Attending meetings.



Mr. Chase K. Kuffel, P.E.
 Proposal for 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan
 September 26, 2019
 Page 2

Time Schedule

A detailed schedule will be developed upon authorization and determination of the project schedule by the City of De Pere. Flow monitoring will be completed over a 3-month period, completing approximately one third of the locations at a time. The final report will be completed by May 29, 2020.

If acceptable flow data can be collected in less than 4-weeks, the price for flow monitoring will be reduced and credited to the City of De Pere.

Fee

The fees for services provided as outlined in the RFP are included in the attached Proposed Fee Schedule.

The above described professional services will be provided to you in accordance with the attached two-page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and return a fully executed copy to our office.

Very truly yours,

RUEKERT & MIELKE, INC.

Colin L Meisel, P.E. (IA, IL, IN, KY, MI, MN, TN, WI)

Team Leader

cmeisel@ruekert-mielke.com

CLM:cal

Enclosure

cc: File



Mr. Chase K. Kuffel, P.E.
 Proposal for 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan
 September 26, 2019
 Page 3

CLIENT NAME:

City of De Pere

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: Ryan T. Amtmann
 Ryan T. Amtmann, P.E.

Title: _____

Title: Vice President

Date: _____

Date: September 26, 2019

Designated Representative:

Name: _____

Designated Representative:

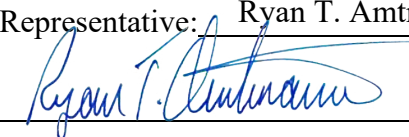
Name: Taryn Nall, P.E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: (920) 486-6626

Proposed Fee ScheduleCompany Name: Ruekert & Mielke, Inc.Company Address: 1400 Lombardi Avenue, Suite 101SCompany Address: Green Bay, WI 54304Company Representative: Ryan T. Amtmann, P.E.Signature: Fee (Total): \$66,225

Item	Description	Quantity	Unit	Unit Price	Amount
A	Inflow and Infiltration Study				
	1. Inspection, Field Work, and Report Review	1	LS	\$3,500	\$3,500
	2. Flow Monitoring	21	EA	\$2,430	\$51,030
	3. Evaluation of City's Current Program	1	LS	\$3,200	\$3,200
	4. Review and Recommend additional programs for I&I reduction on Private Property.	1	LS	\$1,785	\$1,785
	5. Recommendations for additional monitoring	1	LS	\$1,130	\$1,130
	6. Report preparation and drafting.	1	LS	\$4,560	\$4,560
B	Meetings	3	EA	\$340	\$1,020
TOTAL					\$66,225

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

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

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

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

September 26, 2019

Chase Kuffel, PE, Assistant City Engineer
City of De Pere
Public Works – Engineering Department
925 S. Sixth Street
De Pere, WI 54115

RE: RFP – 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan

Dear Chase:

Cedar Corporation appreciates the opportunity to submit a proposal for the 2019 Inflow and Infiltration Study and Clear Water Mitigation Plan for the City of De Pere. While we have the technical staff and experience to complete this work, our current workload and projected obligations are restricting us from submitting a proposal at this time.

We wish you the best with your upcoming project and hope that in the future you will continue to consider Cedar Corporation. Please do not hesitate to contact our office should you have any questions or need any further information. Thank you.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, PE
Director/Project Manager

TM/cp

cc: Eric Rakers, City Engineer, City of De Pere

Attachment: 2019 0926 L- Response to RFP-II Study and Mit Plan-DePere 9-26-19 (8827 : Consider Quote for Inflow & Infiltration Study and

Betty Sellenheim

From: Jared G. Schmidt <jschmidt@releeinc.com>
Sent: Thursday, September 26, 2019 3:01 PM
To: Chase Kuffel
Cc: Eric Rakers
Subject: RE: RFP - 2019 Inflow and Infiltration Study

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

Good afternoon ~ I wanted to thank you again for the opportunity to bid the 2019 I&I project. Unfortunately REL is not able to complete a bid by 3 pm today, so we reluctantly will not be submitting. I have most of our costs assembled, but a few things came up that took my attention away from work this week. We simply ran out of time to prepare a quality cost proposal.

We greatly value the relationship we have with the City, and hope to be able to continue to foster that in the future. Should that situation arise where you do not receive any bids for this project and would decide to extend the submittal deadline, we would work to meet a revised deadline. We will be submitting on the Signal Upgrade project due tomorrow, so hopefully we can be successful on that project.

Paul Welter from our office will likely be in touch with you in the near future for a demonstration project we are coordinating with the City of Watertown, and Electro Scan. It is a probe that is utilized to locate defects and points of infiltration within gravity mains, and measure leaks within the pipe in gpm. Helping target leaks and magnitude of leaks, to try to spend your dollars best on corrective actions. Maybe this is something applicable for the City as a next step in the process with your I&I process.

<https://www.electroscan.com/>

Have a great afternoon, Jared



Jared Schmidt, P.E. - VP - Robert E. Lee & Associates, Inc.
 O:920-662-9641 M:920-883-1137 jschmidt@releeinc.com

From: Chase Kuffel <ckuffel@mail.de-pere.org>
Sent: Wednesday, September 11, 2019 3:35 PM
To: Jared G. Schmidt <jschmidt@releeinc.com>
Cc: Eric Rakers <erakers@mail.de-pere.org>
Subject: RFP - 2019 Inflow and Infiltration Study

Hi Jared,

Please find attached a request for proposals for the City of De Pere 2019 Inflow and Infiltration Study.

Please feel free to contact me with any questions.

Thanks,

Chase

Chase K Kuffel, PE

Assistant City Engineer | City of De Pere
 925 S. Sixth Street | De Pere, WI 54115

Attachment: 2019 0926 RE RFP - 2019 Inflow and Infiltration Study (REL) (8827 : Consider Quote for Inflow & Infiltration Study and Clear Water





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on amending Chapter 82 De Pere Municipal Code regarding Solid Waste/Curbside Recyclable Collection*

Staff is proposing the following changes to the solid waste ordinance:

1. Revising Sec 82-2 to include "the city shall not collect from any parcel which receives private garbage and/or recyclable collection services." (See attached)
2. Revising Sec 82-5 (c) to include prohibiting rubbish from commercial operations.
3. Revising Sec 82-12 which will allow for dumpster service collection for Marquette Square. (See attached)

Staff recommends approving the proposed amendments of Chapter 82 De Pere Municipal Code regarding solid waste/curbside recyclable collection.

ATTACHMENTS:

- Sec._82_2.____Collection_limits_and_frequency-redlined (DOCX)
- Sec._82_12.Recyclable_and_Garbage_Common_Collection_Service_District red-lined (DOC)

Sec. 82-2. - Collection limits and frequency.

- (a) Effective June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two large polycarts on a garbage only collection cycle or three large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations. **The city shall not collect from any parcel which receives private garbage and/or recyclable collection services.**
- (b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
- (1) *Garbage collection only cycle:*
 - a. Single family residence: two garbage polycarts at a maximum of 200 pounds each.
 - b. Two, three or four unit residence: one garbage polycart per unit at a maximum of 200 pounds each.
 - (2) *Garbage and recyclable collection cycle:*
 - a. Single family residence: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
 - b. Two, three or four unit residence: two polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (c) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.
- (d) Commercial, institutional and manufacturing sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
- (1) Garbage collection only cycle: two garbage polycarts at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle: three polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (e) Commercial sources in certain locations. Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.
- (f) Other sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks.
- (g) Construction debris. Construction debris shall not be picked up by the city. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

(Ord. No. 16-12, 7-19-2016)

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Sec. 82-12. - ~~Nicolet Square~~ Recyclable and Garbage Common Collection Service Districts ~~created.~~
~~created.~~

- (a) *Purpose.* The common council finds that ~~continued~~ city ~~curbside~~ collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. ~~Although both the east and west side~~The City's commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day. ~~The initial Common Collection Service area of the Nicolet Square area has shown Common Collection Services to be an efficient and effective in alleviating aesthetic blight and access problems while delivering quality services to property owners. , the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.~~

~~Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, ,~~The common council ~~therefore creates Common Collection Districts in the City. hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District").~~ In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

- (b) *Definitions.* When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from ~~each the Nicolet Square~~ District.

- (2) *Common Collection Districts.* The city hereby creates the following Common Collection Districts:

a. *Marquette Square District* means those real properties identified as: ED-857, ED-850, ED-848, ED-847, ED-842, ED-841, ED-840, ED-837 and ED-836, except those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.

b. *Nicolet Square District* means those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2 of this Chapter.

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- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).

~~(43) Nicolet Square District shall mean those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.~~

- (4) *Waste generator rate* means the rate assigned to the commercial use of the parcel as determined by Waste Management Practices-Municipal, Hazardous, and Industrial - Second Edition.

(c) *City to provide eCommon eCollection sServices.*

- (1) ~~Commencing January 1, 2018, eCity~~ shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the each Common Collection District. ~~Nicolet Square District~~. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City shall allow owners of establishments in each the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.
- (2) Dumpsters in the common area shall be serviced by city or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in section 82-2 of this chapter do not apply to the eCommon eCollection sService to the Nicolet Square Districts.
- (3) Only commercial source collectable recyclables and garbage, as defined in this Chapter section 82-1 DPMC shall be placed in the appropriate dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
- (4) The dumpsters in the common area(s) shall be used only by the owners and tenants of each repsective the Nicolet Square District as defined in this section.
- (5) The city shall collect all previously city issued polycarts from all each propertiesy in the Nicolet Square each District. No polycart shall be distributed to any parcel in any Common Collection District after the City collects the polycarts in that District..the Nicolet District after December 31, 2017. All parcels shall receive the cityCommon eCollection sServices described above commencing January 1, 2018 unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under paragraph (d)2. ~~After December 31, 2017, r~~Regulations found in subsections 82-4(a)(2), (c)(2), and (c)(4) of this chapter regarding polycarts do not apply to this section.

(d) *Participation in city provided collection service.*

- (1) Except as provided herein, all parcels in the Common Collection DistrictsNicolet Square District shall be provided cityCommon eCollection sServices. A property owner meeting all of the requirements of paragraph (2) below may provide written notice of their intent to opt out of the city provided Common eCollection sService and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in paragraph (2) below.
- (2) A property owner may opt out of the eCommon eCollection sService provided by the city only if all of the following apply:

- a. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:
 - i. Use of such enclosure shall be limited to the storage of private collection receptacles.
 - ii. The enclosure shall be 100 percent impervious to sight.
 - iii. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - iv. The enclosure shall be at least one foot higher than the receptacle(s) but no higher than six feet. No refuse or recycle may be stored higher than the enclosure.
 - v. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - vi. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.
- b. The parcel owner shall provide written notice of opt out to the director of public works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue ~~until~~unless the owner of the parcel provides the director of public works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the director of public works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.
- (e) *Assessment for city Common eCollection services.* All property owners in the Common Collection Districts~~Nicolet Square District~~ except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The director of public works shall annually determine the costs of providing the eCommon eCollection ~~s~~Service utilizing the waste generator rate determined by the most current edition of Waste Management Practices - Municipal, Hazardous, and Industrial. ~~—Second Edition.~~ The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. § 66.0627.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on 2019-2020 Snow & Ice Removal Rates

ATTACHMENTS:

- 2019-2020 snow & ice removal rates 9-30-19 (DOC)
- 2019-2020 Snow & Ice Removal Rates(XLS)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: September 30, 2019
Subject: Consider 2019-2020 Snow & Ice Removal Rates

The City's Snow Removal Ordinance Sec. 22-18 (f), regulating snow removal from sidewalks, requires the Director of Public Works to report the cost for the removal of snow and compacted snow and ice to the Board of Public Works. (See attached ordinance) The Board is then required to establish snow and ice removal rates that will be in effect for the year 2019-2020 snow season. These rates are charged to property owners who fail to remove snow and ice from the sidewalk resulting in the City performing the work.

After review of the labor and equipment utilized for sidewalk snow removal during last year's storms, I have computed (see attached spreadsheet) the following unit costs for inspection, billing and removal utilizing a projected 2.25% increase in 2019 labor rates in addition to updating the equipment rates and salt rates. It takes on an average approximately one hour to perform the inspections, removal of snow and ice, and billing for each lot. The snow removal rates did not change due to the lower wage rates for a recently hired office assistant. The compacted snow/ice removal rates increased primarily due to the costs of salt increasing from \$57.66 per ton to \$72.13 per ton.

Item	2019 Unit Cost	2020 Unit Cost	2019 Cost Per 90 Ft Lot	2020 Cost Per 90 Ft Lot
Snow Removal	\$1.04	\$1.04	\$93.60	\$93.60
Compacted Snow/Ice Removal	\$1.64	\$1.66	\$147.60	\$149.40

- Recommended minimum charge of \$75.00 per lot. 2019 minimum charge was \$75 per lot. The minimum charge has been \$75.00 per lot since 2016.

Staff recommends the above-mentioned 2019-2020 rates be approved.

Attachment: 2019-2020 snow & ice removal rates 9-30-19 (8809 : Consider 2019-2020 Snow & Ice Removal Rates)

2019-2020 Snow Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	0.5	0.25	0.5	
**Rate (hourly wage & benefits)	\$39.24	\$29.43	\$52.61	
Labor Cost	\$19.62	\$7.36	\$26.31	\$53.28

Equipment	Trackless		Pickup Truck	Total
Hours	0.5		0.5	
Rate	\$67.24		\$14.22	
Equipment Cost	\$33.62		\$7.11	\$40.73

Total Cost				\$94.01
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Compute Unit Cost Per 90 Foot Lot for Snow Removal

Unit Cost = Total Cost / 90

\$1.04

2019-2020 Ice Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	1	0.25	0.5	
**Rate (hourly wage & benefits)	\$39.24	\$29.43	\$52.61	
Labor Cost	\$39.24	\$7.36	\$26.31	\$72.91

Equipment	Trackless		Pickup Truck	Total
Hours	1		0.5	
Rate	\$67.24		\$14.22	
Equipment Cost	\$67.24		\$7.11	\$74.35

Salt				Total
Quantity	50 pounds			
Cost per Ton	\$72.13			\$1.80
Salt Cost				\$1.80

Total Cost				\$149.06
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Compute Unit Cost Per 90 Foot Lot for Ice Removal

Unit Cost = Total Cost / 90

\$1.66

**Note: Rate = 1.4(for benefits) * hourly rate

Equipment Operator hourly rate =		\$28.03
Office Assistant hourly rate =		\$21.02
City Forester hourly rate =		\$37.58

Attachment: 2019-2020 Snow & Ice Removal Rates (8809 : Consider 2019-2020 Snow & Ice Removal Rates)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on a request from Ald. Hansen to Install Flags in Street Right of Way

Alderman Hansen requested consideration of installation of flags in the street right of way. See attached emails.

ATTACHMENTS:

- Request for Installation of Flags in Street Right of Way(PDF)

Scott Thoresen

From: Larry Delo
Sent: Thursday, September 5, 2019 12:11 PM
To: Jonathon Hansen
Cc: Scott Thoresen; Don Melichar
Subject: RE: City Flags on Traffic Islands

Jonathon:

I believe it would be appropriate for this item should go to the BOPW for discussion to determine what flags, if any, they want placed in the right of way before you make a donation. I have copied Scott Thoresen so he can place it on a future agenda. Thanks.

Larry

From: Jonathon Hansen
Sent: Thursday, September 5, 2019 12:19 AM
To: Don Melichar
Cc: Larry Delo
Subject: FW: City Flags on Traffic Islands

Hi Don,

Can you please let me know what an ideal size would be for a flag on the traffic median islands on S. Webster Ave? I was just thinking about the possibility of donating flags for next year. Also, given that there are three traffic islands on S. Webster with flag poles, rather than having three City of De Pere flags, it might be neat to have one City flag, one Wisconsin flag, and one American flag. Although I realize that the issue of lighting the American flag would need to be addressed.

Thank you,

Jonathon

From: Andrew Pantzlaff
Sent: Monday, July 22, 2019 1:53 PM
To: Kimberly T. Flom; Jonathon Hansen
Cc: Larry Delo
Subject: RE: City Flags on Traffic Islands

Yes. We decided that our flags would not be proportionally suitable.

The recommendation is to either use existing garden flags on-hand, or potentially remove the poles altogether if it's an eyesore and isn't aesthetically significant enough to warrant investment of time or resources to manage.

From: Kimberly T. Flom
Sent: Monday, July 22, 2019 1:47 PM
To: Jonathon Hansen
Cc: Larry Delo; Andrew Pantzlaff
Subject: RE: City Flags on Traffic Islands

Hi Andy,

Attachment: Request for Installation of Flags in Street Right of Way (8807 : Request of Ald. Hansen to Consider Installation of Flags in Street

I think we reviewed this and determined that the small size of the pole in the islands would not accommodate the flags (which are sized for standard flag pole). Can you confirm?

Thanks!

Kim

From: Jonathon Hansen
Sent: Monday, July 22, 2019 11:54 AM
To: Kimberly T. Flom
Cc: Larry Delo
Subject: Re: City Flags on Traffic Islands

Hi Kim,

Just wondering if a decision has been made yet by the Rebranding Committee about the suitability of placing the new City flag on the S. Webster traffic islands that currently have three unused flag poles?

Thanks!

Jonathon

Sent from my iPhone

On Jun 19, 2019, at 7:38 AM, Jonathon Hansen <jhansen@mail.de-pere.org> wrote:

Begin forwarded message:

From: Andrew Pantzlaff <apantzlaff@mail.de-pere.org>
Date: June 19, 2019 at 7:30:48 AM CDT
To: Jonathon Hansen <jhansen@mail.de-pere.org>
Cc: Larry Delo <ldelo@mail.de-pere.org>
Subject: RE: City Flags on Traffic Islands

Kim and I will be looking at some of the basic branding loose ends/ideas in a meeting this coming Tuesday. This may be reviewed then. Also during our sit-down, her and I will be figuring out when the next entire team meeting will take place.

-----Original Message-----

From: Jonathon Hansen
 Sent: Tuesday, June 18, 2019 9:54 PM
 To: Andrew Pantzlaff
 Cc: Larry Delo
 Subject: FW: City Flags on Traffic Islands

Hi Andy,

Just following-up on this and wondering if a date has been set yet for the next Rebranding Committee meeting?

Thank you,

Jonathon

From: Larry Delo
Sent: Friday, June 7, 2019 7:30 AM
To: Jonathon Hansen
Subject: RE: City Flags on Traffic Islands

Jonathon:

I do not believe this has been discussed yet. I have asked Andy to have them discuss it at their next meeting (I am unsure when that meeting is scheduled at this time).

Larry

-----Original Message-----

From: Jonathon Hansen
Sent: Thursday, June 6, 2019 11:14 PM
To: Larry Delo
Subject: RE: City Flags on Traffic Islands

Hi Larry,

Just following-up on this to see if the Rebranding Team has had an opportunity yet to discuss whether the S. Webster traffic islands might be an appropriate location to place the new City flags.

Thanks,

Jonathon

From: Larry Delo
Sent: Wednesday, April 10, 2019 1:41 PM
To: Jonathon Hansen
Cc: Scott Thoresen; Marty Kosobucki; Don Melichar; Andrew Pantzlaff
Subject: RE: City Flags on Traffic Islands

Jonathon:

The City Parks Department has City flags in stock. Don Melichar indicated the small flag poles on Webster originally had US flags on them (installed by a citizen working with the beautification committee), but due to concerns from citizens about the placement of U.S. flags without night lighting the City had them removed. The Beautification Committee has recently provided garden type flags on these poles (that the City installed), but has decided to not pay for or request installation of flags on these poles this year.

I will pass your request onto the Branding Team to discuss at a future meeting to

determine if this is an appropriate place for City flags. Thanks.

Larry Delo, ICMA - CM
City Administrator
City of De Pere
920-339-4044
Ldelo@mail.de-pere.org

-----Original Message-----

From: Jonathon Hansen
Sent: Wednesday, April 10, 2019 1:07 PM
To: Larry Delo; Scott Thoresen
Subject: City Flags on Traffic Islands

Larry and Scott,

There are two traffic islands on S. Webster between Le Brun Rd and George St that have flag poles. Instead of putting up the older generic summer flags, could we put up the new City flag? Not sure if we have any left from when we originally ordered the new flags, but might be a nice touch to promote the rebranding.

Thank you for your consideration,

Jonathon



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City Engineer Parking and Traffic Recommendations*

ATTACHMENTS:

- 2019 1007-CI-BOPW-PTTeam-Recommendations 2 (PDF)
- Bomier Parking (PDF)
- Fox Point Parking (PDF)
- Perkofski Parking (PDF)
- Drift Inn Drive (PDF)
- Park sign listing (PDF)

CITY OF DE PERE

Public Works - Engineering Department

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



City Engineer Parking and Traffic Recommendations August 28, 2019 Meeting

Parking and Parking Lot Items:

1. Some of the parking stalls in the boat launches are designated "Vehicle with Trailer Parking Only". This is not in the City ordinance.



Recommendation:

- The above sign does not exist in our ordinance. Staff recommends the ordinance be updated to include this sign designation along with the applicable locations as follows:

Insert under Parking Lots:

Vehicle with Trailer Parking Only

<i>Vehicle with Trailer Parking Only</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking ROW/From Dir.</i>	<i>Located No. of Stalls/From Dir.</i>
<i>Bomier Boat Launch</i>	<i>6</i>	<i>2/E</i>	<i>1/S thru 6/S</i>
<i>Bomier Boat Launch</i>	<i>7</i>	<i>3/E</i>	<i>1/S thru 7/S</i>
<i>Fox Point Boat Landing</i>	<i>2</i>	<i>1/N</i>	<i>1/W thru 2/W</i>

<i>Fox Point Boat Landing</i>	<i>24</i>	<i>1/E</i>	<i>2/S thru 25/S</i>
<i>Fox Point Boat Landing</i>	<i>20</i>	<i>2/E</i>	<i>1/S thru 20/S</i>
<i>Fox Point Boat Landing</i>	<i>20</i>	<i>3/E</i>	<i>1/S thru 12/S and 14/S thru 21/S</i>
<i>Fox Point Boat Landing</i>	<i>12</i>	<i>4/E</i>	<i>1/S thru 12/S</i>
<i>Fox Point Boat Landing</i>	<i>12</i>	<i>5/E</i>	<i>1/S thru 12/S</i>
<i>Perkofski Boat Ramp</i>	<i>12</i>	<i>1/N</i>	<i>1/W thru 12/W</i>

2. Add a parking restriction on the west side of Ryan Road and allow parking on the east side with the reconstruction.
- Ryan Road was reconstructed this summer. Parking lanes were added to the east side. The street was designed without parking on the west side to prohibit students from being dropped off on the opposite from the school. Currently there are no restrictions on the west side in the ordinance. No restrictions are being placed on the east side at this time. PD has been working with the school and monitoring use of the parking area.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Standing, Stopping or Parking Between Signs.

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Ryan Road</i>	<i>W</i>	<i>460' S/O Diversity Drive</i>	<i>180' S/O South Melcorn Circle</i>

No Standing or Stopping.

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Ryan Road</i>	<i>E</i>	<i>Diversity Drive</i>	<i>800' N/O Diversity Drive</i>

3. Restrict Parking on Enterprise near Durr-MEGTEC northerly entrance.
- Durr-MEGTEC receives oversized loads on a regular basis. If a vehicle were parked near the entrance, truck access will be restricted.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Enterprise Drive</i>	<i>W</i>	<i>700' S/O Prosper Street</i>	<i>340' S/O Prosper Street</i>

4. Parking on Drift Inn Drive (formerly Parkview)

- Parkview Road has been realigned by the Wisconsin Department of Transportation. The new street has been named Drift Inn Drive. Even though this is not a truck route, the street was designed to accommodate trucks on the curves.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Drift Inn Drive</i>	<i>E</i>	<i>Ashland Avenue</i>	<i>Parkview Road</i>
<i>Drift Inn Drive</i>	<i>W</i>	<i>Ashland Avenue</i>	<i>Parkview Road</i>

5. Restrict parking near the driveway for 1733 Suburban Drive. They are having issues with truck access due to parked vehicles.

- Staff evaluated the driveway using computer software to analyze the turning radius of a semi-truck.

Recommendation:

- Staff recommends the ordinance be updated for parking as follows:

No Parking.

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Suburban Drive</i>	<i>N</i>	<i>410'/W Suburban Court</i>	<i>200'/W Suburban Court</i>
<i>Drift Inn Drive</i>	<i>S</i>	<i>410'/W Suburban Court Extended</i>	<i>200'/W Suburban Court Extended</i>

Pedestrian and Bicycle Items

6. Discuss proposed mid-block crossings at the following locations.

- Grant Street at WDPHS
 - Ninth Street at WDPMS
 - Superior Street at Notre Dame
- Modifications are being made at three different schools. Traffic impact analysis' (TIA's) were completed for each school due to increased traffic. The TIA's recommended mid-block pedestrian crosswalks with bump-outs at each school entrance on Grant, Ninth, and Superior. Staff concurs with the mid-block

crossings and proposed bump-outs. In addition, staff recommends the installation of Rapid Rectangular Flashing Beacons (RRFB's). After school modifications are completed, these locations are anticipated to meet the requirements for a crosswalk of over 20 people crossing in any given hour.

Recommendation:

- Staff recommends approval of the mid-block crossings with bump-outs and RRFB's be approved. These facilities will be funded by the schools, and built by the City to coincide with school construction.

Traffic Signals and Stop Signs

7. New Stop Signs on Drift Inn Drive due to Parkview Realignment

- Parkview Road has been realigned by the Wisconsin Department of Transportation. The new street has been named Drift Inn Drive. WisDOT is installing two stop signs on Drift Inn Drive with one at Ashland Avenue and the Second at Parkview Road.

Recommendation:

- Staff recommends the ordinance be updated for stop signs as follows:

Stop Intersections/Right Turn No Stop

Insert:

<i>Traffic On</i>	<i>Stops At</i>
<i>Drift Inn Drive</i>	<i>Hwy. 41 (Ashland Avenue)</i>
<i>Drift Inn Drive</i>	<i>Parkview Road</i>

Other

8. Convert Superior Street to one way – southbound only.

- Notre Dame Elementary School is being reconstructed as an elementary and middle school. The school has requested modifications to Superior Street to accommodate the changes. These modifications include conversion to a one way street. This was approved as part of the site plan process.

Recommendation:

- Staff recommends the ordinance be updated for a one way street as follows:

Schedule D

One-Way Traffic

Insert:

<i>Street/Direction</i>	<i>From</i>	<i>To</i>
<i>Superior Street</i>	<i>George Street</i>	<i>Charles Street</i>

9. Request for a “Park” or “Drive Slow” sign on Samantha Drive at Samantha Park.
- Traffic speed was reviewed at this location. 95% of the vehicles are traveling less than 31 mph. Speed is not an issue.
 - There are several large apartment complexes that may result in a higher turnover of residents in the area.
 - There is no consistency for signing parks. A review was done in the City with 9 parks being signed and 14 not signed. A list is attached.

Recommendation:

- Staff is opposed to “Drive Slow” sign. Staff questions the need for a park warning sign but is not opposed to a park warning sign being installed.

10. Install pavement marking on the west side of Michigan Street between Merrill Street and the first driveway south. This area is currently designated No Stopping, Standing, or Parking.

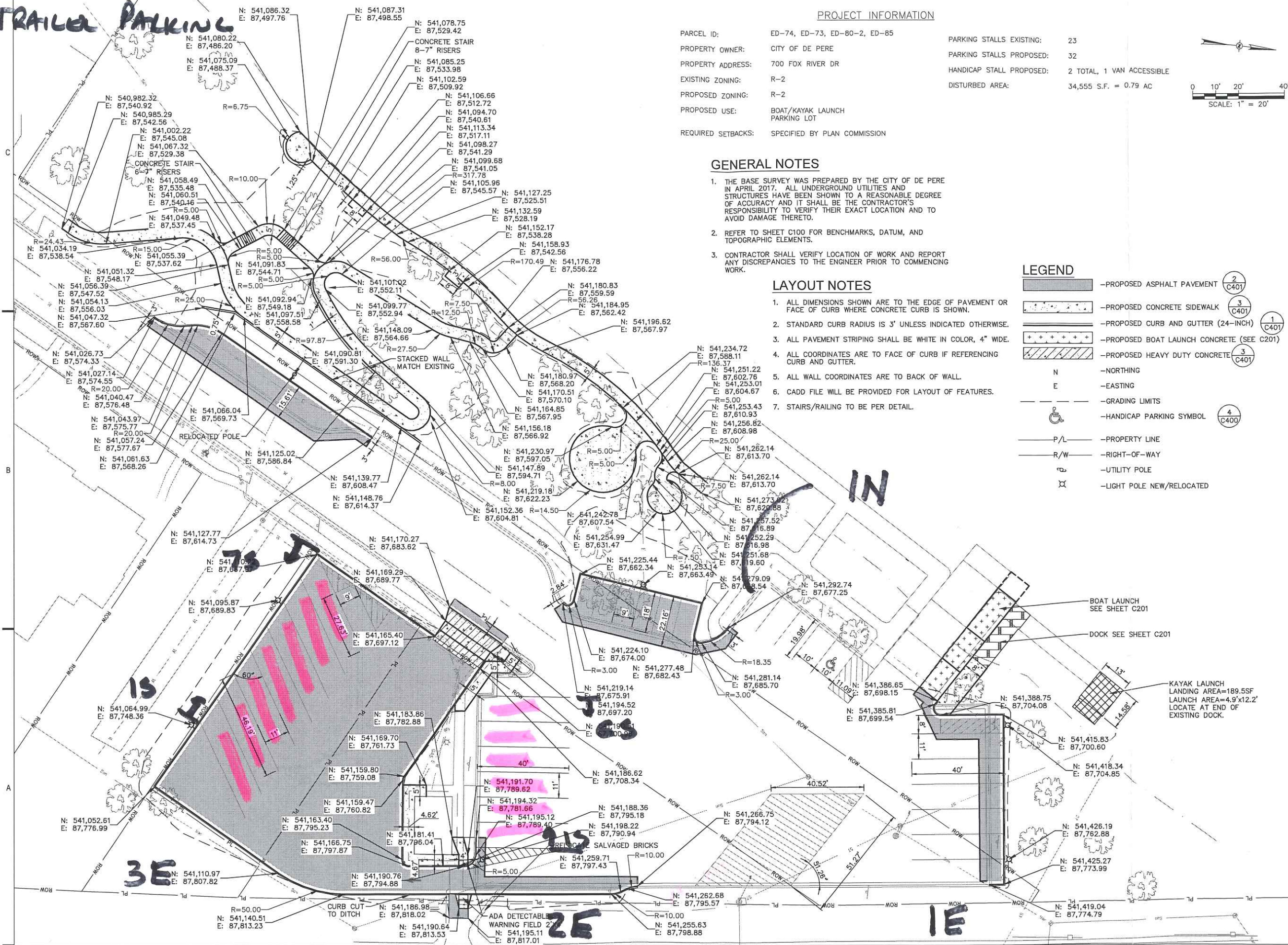
- This area is signed, but continues to be a problem with people stopping for pick-up or drop-off.

Recommendation:

- Paint dashes in this area to emphasize that parking is not permitted.

BOMIER BOAT LAUNCH

TRAILER PARKING



PROJECT INFORMATION

PARCEL ID:	ED-74, ED-73, ED-80-2, ED-85	PARKING STALLS EXISTING:	23
PROPERTY OWNER:	CITY OF DE PERE	PARKING STALLS PROPOSED:	32
PROPERTY ADDRESS:	700 FOX RIVER DR	HANDICAP STALL PROPOSED:	2 TOTAL, 1 VAN ACCESSIBLE
EXISTING ZONING:	R-2	DISTURBED AREA:	34,555 S.F. = 0.79 AC
PROPOSED ZONING:	R-2		
PROPOSED USE:	BOAT/KAYAK LAUNCH PARKING LOT		
REQUIRED SETBACKS:	SPECIFIED BY PLAN COMMISSION		

GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY THE CITY OF DE PERE IN APRIL 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
2. REFER TO SHEET C100 FOR BENCHMARKS, DATUM, AND TOPOGRAPHIC ELEMENTS.
3. CONTRACTOR SHALL VERIFY LOCATION OF WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCING WORK.

LAYOUT NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT OR FACE OF CURB WHERE CONCRETE CURB IS SHOWN.
2. STANDARD CURB RADIUS IS 3' UNLESS INDICATED OTHERWISE.
3. ALL PAVEMENT STRIPING SHALL BE WHITE IN COLOR, 4" WIDE.
4. ALL COORDINATES ARE TO FACE OF CURB IF REFERENCING CURB AND GUTTER.
5. ALL WALL COORDINATES ARE TO BACK OF WALL.
6. CADD FILE WILL BE PROVIDED FOR LAYOUT OF FEATURES.
7. STAIRS/RAILING TO BE PER DETAIL.

LEGEND

	-PROPOSED ASPHALT PAVEMENT
	-PROPOSED CONCRETE SIDEWALK
	-PROPOSED CURB AND GUTTER (24-INCH)
	-PROPOSED BOAT LAUNCH CONCRETE (SEE C201)
	-PROPOSED HEAVY DUTY CONCRETE
	N -NORTHING
	E -EASTING
	-GRADING LIMITS
	-HANDICAP PARKING SYMBOL
	P/L -PROPERTY LINE
	R/W -RIGHT-OF-WAY
	-UTILITY POLE
	-LIGHT POLE NEW/RELOCATED

3.8.b

GRaEF

1150 Springhurst Drive,
Suite 201
Green Bay, WI 54304-5947
920 / 592 9440
920 / 592 9445 fax

www.graef-usa.com

CONSULTANTS:

PROJECT TITLE:

BOMIER BOAT LAUNCH

700 FOX RIVER DR
DE PERE, WI 54115

NO. DATE REVISIONS BY

PROJECT INFORMATION:

PROJECT NUMBER: 19-22
DATE: 02-22-19
DRAWN BY: CEP
CHECKED BY: PJS
APPROVED BY: PJS
SCALE: AS NOTED

SHEET TITLE:

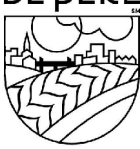
SITE LAYOUT, UTILITY, AND
PAVING PLAN

SHEET NUMBER:

C200

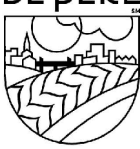
Packet Pg. 76



DE PERE  ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	FOX POINT PARKING STALL LAYOUT
	DATE: 9-2018 BY: BK CHECKED: EPP



Attachment: Perkofski Parking (8820 : Approval of City Engineer Parking & Traffic Recommendations)

 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	PERKOFSKI PARKING STALL LAYOUT
	DATE: 9-2018 BY: BK CHECKED: EPR

Packet Pg. 78

2

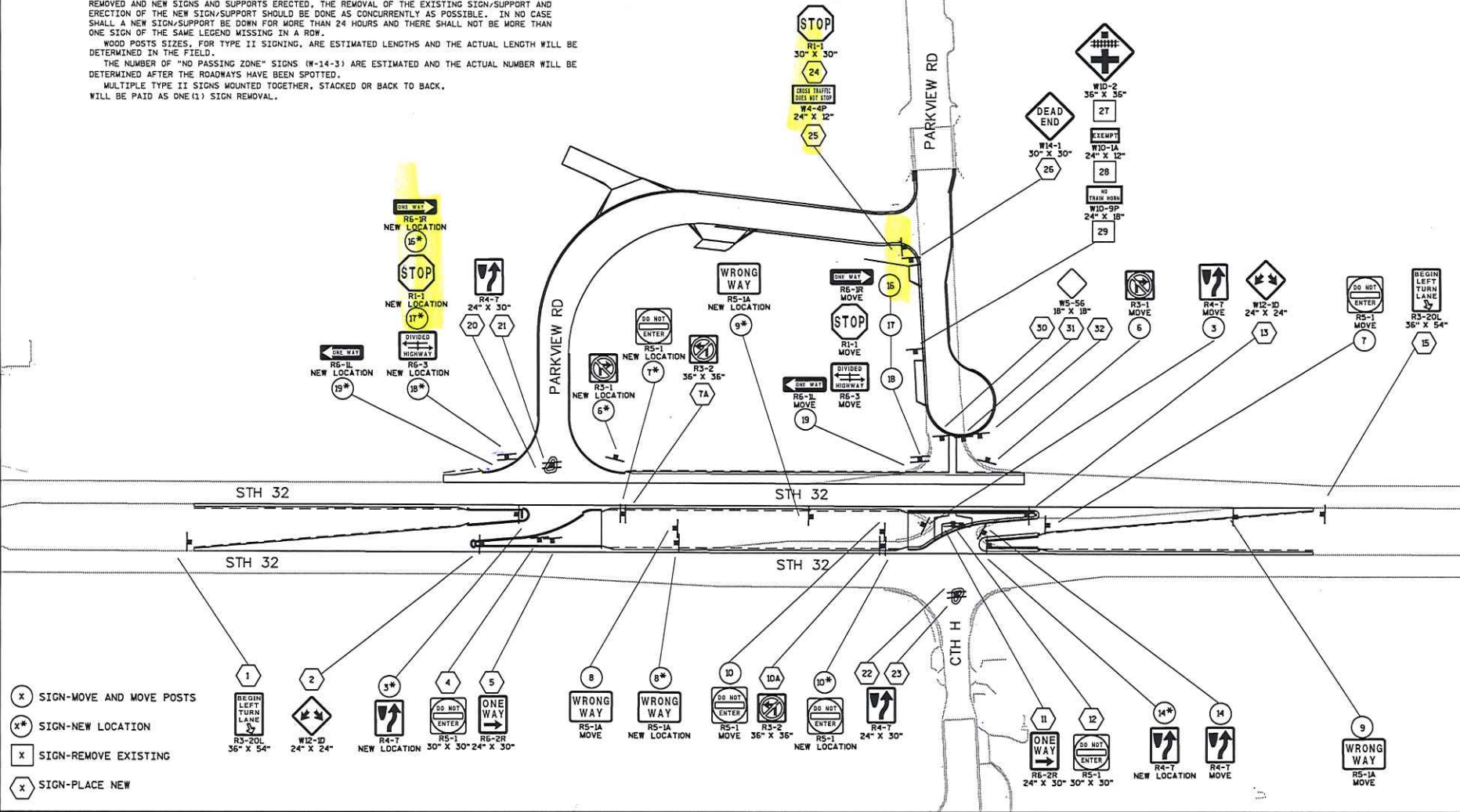
SIGNING NOTES

WHEN AN EXISTING STOP SIGN AND SUPPORT IS TO BE REMOVED AND A NEW STOP SIGN AND SUPPORT ERECTED THE WORK SHALL BE DONE CONCURRENTLY. FOR OTHER SIGNS AND SUPPORTS THAT ARE TO BE REMOVED AND NEW SIGNS AND SUPPORTS ERECTED, THE REMOVAL OF THE EXISTING SIGN/SUPPORT AND ERECTION OF THE NEW SIGN/SUPPORT SHOULD BE DONE AS CONCURRENTLY AS POSSIBLE. IN NO CASE SHALL A NEW SIGN/SUPPORT BE DOWN FOR MORE THAN 24 HOURS AND THERE SHALL NOT BE MORE THAN ONE SIGN OF THE SAME LEGEND MISSING IN A ROW.

WOOD POSTS SIZES, FOR TYPE II SIGNING, ARE ESTIMATED LENGTHS AND THE ACTUAL LENGTH WILL BE DETERMINED IN THE FIELD.

THE NUMBER OF "NO PASSING ZONE" SIGNS (W-14-3) ARE ESTIMATED AND THE ACTUAL NUMBER WILL BE DETERMINED AFTER THE ROADWAYS HAVE BEEN SPOTTED.

MULTIPLE TYPE II SIGNS MOUNTED TOGETHER, STACKED OR BACK TO BACK, WILL BE PAID AS ONE (1) SIGN REMOVAL.



PROJECT NO: 4190-16-73	HWY: STH 32	COUNTY: BROWN	PERMANENT SIGNING	SHEET	E
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FILE NAME : N:\spc\traffic\SIGNING\Projects\4190-16-01 parkview\41901601_SIGNPLAN.dgn PLOT DATE : 31-JAN-2018 11:31 PLOT BY : dotets PLOT NAME : PLOT SCALE : 100:1 WISDOT/CADDs SHEET 42

Attachment: Drift Inn Drive (8820 : Approval of City Engineer Parking & Traffic Recommendations)

CITY OF DE PERE

Engineering

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



City of De Pere Park Warning Sign Summary June 4, 2019

Park	Park Warning Sign
Bicentennial Park	None
Braisher Park	N. Adams Street
Carney Park	- Outward Avenue - Monterey Trail
De Pere Dog Park	None
Jim Martin Park	Corner of S. Libal Street and O'Hearn Lane
Kelly Danen Park	- Cedar Street N. Tenth Street
Kiwanis Park	None
Lawton Park	None
Legion Park	Charles Street
Lions Trailside Park	None
Optimist Park	S. Erie Street - Cook Street
Patriot Park	Colleen Lane
Rainbow Park	None
Rotary Park	None
Rusk Park	None
Samantha Park	None
Southwest Park	None
VFW Park	Allard Street
Voyageur Park	None
Wells Park	None
Wilcox Park	None
Willems Park	None
Wilson Park	Fourth Street

Attachment: Park sign listing (8820 : Approval of City Engineer Parking & Traffic Recommendations)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: October 7, 2019

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Discuss City Engineer Recommendations for No-Action Parking and Traffic Discussion Items

ATTACHMENTS:

- 2019 1007-CI-BOPW-PTTeam-Discussion 2 (PDF)

CITY OF DE PERE

Public Works - Engineering Department

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



City Engineer Parking and Traffic Discussion Items – No Action August 28, 2019 Meeting

Parking and Parking Lot Items:

1. Review no parking signs and the use of the “No Parking This Side of Street”.
 - This is an item that came from the Board of Public Works. The concern was that the sign insinuates that parking is allowed on the other side of the street.
 - This sign is used throughout the City. Staff does not feel this is confusing and insinuates that parking is allowed on the other side of the street. Staff does not recommend spending money and resources to change the signs.

No action.

2. Restrict parking on one side of Huron Street from George Street to Ridgeway Boulevard.
 - This request came from a resident who does not live on the street. Huron Street is 24 feet wide which could warrant parking restrictions throughout. This street is a local residential street with most lots being 60 feet wide. With narrower lots, driveways naturally restrict parking, allowing for vehicles to navigate the street and minimizing impacts from parked cars.

No action.

3. Downtown parking discussion.
 - Complaints due to downtown parking continue to be an issue. Different businesses in the downtown all have different requirements. The issue is not necessarily due to a lack of parking, but underutilization of certain parking stalls in the downtown. One area that has been identified by staff through complaints and observations is employees utilizing the premium stalls near the businesses. Funds were budgeted to conduct an education campaign. Staff will be seeking proposals to promote use of underutilized stalls by employees as well as the general public.
 - A major downtown parking study should be completed after some of the major developments that are currently proposed are completed. This study should review such things as the number of required parking stalls, parking duration, long term parking/permitting, parking meters with the potential of a certain amount of free time, etc.

No action at this time.

Pedestrian and Bicycle Items

4. Review pedestrian crossing at Chicago Street and Crestview Lane. Consider enhancements such as ladder style, crossing guard, RRFB.
 - Staff will evaluate the pedestrian crossings and traffic volume.
 - This intersection already has a pedestrian refuge island on Chicago Street.
 - Staff will also work with the police to perform a pedestrian crosswalk education and enforcement event at this location and evaluate if there is an issue.

No action at this time.



Speed and Speed Limit Signs

5. Evaluate the number of speed limit signs placed at a location when there is a speed limit change.
 - Staff evaluated the current requirements for the installation of speed limit signs when there is a change. The December 2009 Manual on Uniform Traffic Control Devices (MUTCD) does not provide guidance for the required spacing of speed limit signs after a speed limit change. In Section 2B.13 of the MUTCD states that "Speed Limit (R2-1) signs, indicating speed limits for posting is required by law, shall be located at the points of change from one speed limit to another." Our current signage conforms to this. There has been some discussion about the spacing of speed limit signs in areas where the posted speed does not conform to the community standard, but no formal recommendations have been made.

No action at this time.

Traffic Signals and Stop Signs

6. Request for a three way stop at Fox River Drive and Cook Street. Consider due to speeding on Fox River Drive and Cook Street being the primary access into the subdivision.
 - Speed counters were placed on Fox River Drive to evaluate speed. 98.5% of the vehicles are going less than 35mph and the 85th percentile speed is 29.1mph, which is within 5 mph of the speed limit.
 - There have been four accidents in six years.
 - Several years ago, staff presented a discussion regarding stop sign use in the City. Below is an excerpt from that discussion:

The Residential Street Design and Traffic Control manual from the Institute of Transportation Engineers, pages 80 and 81 provide information on the use of stop signs at intersections.

Stop Signs

The basic purpose of stop signs is to assign right-of-way at intersections. STOP signs are persistently requested by citizens with the expectation that they will control speed or reduce volume in residential neighborhoods. A number of studies have shown, however, that these goals are not always achieved.

Two-way Stop. This is used to protect traffic on one of two intersecting streets by requiring traffic on the other street to come to a complete stop. It is suitable under the following situations:

- *Where the protected street is a major street.*
- *Where sight distances approaching the intersection are substandard, and traffic approaching under the general rules regarding uncontrolled intersections would run a substantial risk of being involved in collisions.*

Numerous studies have been prepared regarding the degree to which stop signs are obeyed. Generally, when not required to stop by cross traffic, only 5 to 20 percent of all drivers will come to a complete stop, 40 to 60 percent will come to a "rolling" stop below 5 mph (8 km/h), and 20 to 40 percent will pass through at higher speeds. Signs placed on major and collector streets for the purpose of speed reduction are the most flagrantly violated. Thus, stop signs which do not meet the standard warrants tend to some extent to be ignored by drivers, whereas signs placed for right-of-way purposes are more likely to be obeyed.

This publication points to concern with the overuse of stop signs, particularly at local, low volume streets. The overuse of stop can result in drivers not obeying stop signs. With the policy recommendation below and the use of yield signs on local residential street intersections, we hope to improve drivers obeying the stop signs that are in place.

No action at this time.

Other

Below is a list of future items to be brought to the Board.

1. Parking modifications on Superior Street due to the new Notre Dame school.
2. Parking restrictions on the east side of Tenth Street, just north of Main Avenue.
3. Amendment to crosswalk policy – Consider changes by schools.
 - A draft policy has been created and is being reviewed internally.

Crossing guard policy update.