



## BOARD OF PUBLIC WORKS COMMITTEE MEETING AGENDA

A Board of Public Works Committee Meeting is scheduled for Tuesday, **October 19, 2021, at 4:30 p.m.**, within the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.

1. Call the meeting to order.
2. Roll call.
3. Approve minutes of the 9/21/2021 regular meeting.
4. Discussion and Possible Recommendation to the Common Council regarding Street Use Permit from Jan Kust, Community Development, for the 2021 Christmas In Marinette Parade.
5. Discussion and possible recommendation to the Common Council regarding Professional Service Agreement from AYRES Associates for TOPO Survey Services.
6. Discussion regarding line striping edge lines along Hall Avenue, from STH 64 to Van Cleve Avenue. Discussion regarding line striping edge lines along Hall Avenue, from STH 64 to Van Cleve Avenue (Item from previous meeting).
7. Discussion and possible recommendation to the Common Council regarding painting the USH 41 Bridge Parapet.
8. Discussion and possible recommendation to the Common Council regarding No Lead Gasoline Bid Results (Handout at Meeting).
9. Discussion and possible recommendation to the Common Council regarding purchase of LOADMASTER LEGACY 3 - 20 Cubic Yard Rear Loading Refuse Body (Pat Carlson).
10. Discussion and possible recommendation to the Common Council regarding future solid waste collection services.
11. Topics for the next meeting.
12. Adjournment.

*Ken Keller*

Board of Public Works President

*A possible quorum of Common Council members may be present at this meeting.*

**Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.**

cc: Personnel & License Committee Members (with enclosures) City Attorney (with enclosures) Mayor (with enclosures), Council Members, Department Heads, EagleHerald, Peshtigo Times, Bay Cities Radio, M City Hall Bulletin Board.

# CITY OF MARINETTE BOARD OF PUBLIC WORKS REGULAR MEETING MINUTES FROM SEPTEMBER 21, 2021

1. 1<sup>st</sup> Ward Alderperson Ken Keller, Board President, **called** the regular Marinette Board of Public Works Meeting to order at 04:30 P.M. in the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue, Marinette, WI.
2. **Upon a call of the roll** it was determined a quorum of the Board were present and attendance was documented as follows:  
**MEMBERS PRESENT:** Alderpersons Keller, Flatt, Skorik, Mayor Genisot, Public Works Director/City Engineer Miller, Finance Director/City Treasurer Miller & City Attorney Gagan.  
**ABSENT & EXCUSED:** Alderperson Polzin & Oitzinger.  
**OTHERS PRESENT:** Alderperson Kowalski & Mikutowski, Public Works Superintendent Carlson, Police Chief LaCombe, Fire Chief Heckel, Utilities Manager Warren Howard, Mayor's Assistant Jan Kust, Melissa Ebsch & Maya Shimizu Harris.
3. **Board of Public Works meeting minutes.**  
Alderperson Skorik moved/ Finance Director/City Treasurer Miller seconded, and all concurred, to approve, as submitted, the Board of Public Works regular meeting minutes from 8/17/21.
4. **Discussion and possible recommendation to the Common Council regarding cost proposal from AYRES Associates regarding Hattie Street Bridge Scour Analysis.**  
Included in today's packet is a price quotation and scope of work for Hattie Street Bridge Scour Analysis in the amount of \$15,554.00 from Ayres Associates. Finance Director/City Treasurer Miller moved/ Alderperson Flatt seconded and all concurred to recommend the Common Council approve the cost proposal from Ayres Associates for Hattie Street Bridge Scour Analysis in the amount of \$15,554.00.
5. **Discussion regarding line striping edge lines along Hall Avenue, from STH 64 to Van Cleve Ave.**  
Public Works Director/City Engineer Miller included a Memorandum for a request that was made to add white edge lines to Hall Ave, from round-about at STH 180 to Van Cleve Avenue, Miller stated the WI Department of Transportation (WDOT) was contacted about adding edge lines along the connecting highway. WDOT indicated the city can add the edge lines but advised against it since there would only be 3-ft from the edge line to the curb in this instance. A 3-ft wide bike lane is substandard. The WDOT said the city could add sharrow pavement markings for bicyclists as an alternative to the edge lines. If sharrows are added to Hall Ave, guidance is a minimum of one sharrow for each block with spacing no more than 250 feet, and in this case would need 11 sharrow symbols for each travel lane. Alderperson Flatt moved/ Mayor Genisot seconded and all concurred to take no action on this agenda item.
6. **Discussion about PFAS in the Groundwater on the Prairie Street Reconstruction Project.**  
Public Works Director/City Engineer Miller explained to the committee that the contractor installed two deep wells on the Prairie Street Project to dewater the area near the deep sanitary sewer repair. After the pumps were turned on, the contractor observed foam in the discharge water. The contractor contacted the City about the foam. Miller also observed the foam, and at that time the pumps were turned off to stop discharging to the nearby ditch. JCI requested the contractor place a boom across the ditch to collect the foam. The foam would be removed from the ditch, stored in drums, and taken to a JCI storage facility. A water sample was collected from the deep well discharge and analyzed for PFAS. The test results indicated PFAS in the water, but below the permit levels -- 420 ppt for PFOA and 11 ppt for PFOS. After consultation with WDNR, and as a precautionary measure, the city decided to discharge all groundwater to the sanitary sewer system.
7. **Discussion and Possible Recommendation to the Common Council regarding Street Use Permit from River Cities Community Pool Association.**  
Alderperson Flatt moved/ Mayor Genisot seconded and all concurred to recommend the Common Council approve the street use permit for River Cities Pool Association for an event on 10/9/21.
8. **Discussion and possible recommendation to the Common Council regarding purchase of used Garbage Truck.**  
No action was taken on this agenda item.
9. **Topics for next meeting.**  
None requested
10. **Adjournment.**  
Finance Director/City Treasurer Miller moved/ Alderperson Skorik seconded & all concurred, to adjourn at 04:53 PM.

Lana R. Bero, City Clerk

*(Next regular Board of Public Works meeting is 10/19/21 @ 04:30 PM or immediately following Finance & Insurance Committee, whichever's later, within Common Council Chambers, 1905 Hall Ave., Marinette Wisconsin.)*



**CITY OF MARINETTE APPLICATION FOR STREET USE PERMIT**

Pursuant to Marinette Municipal Code § 9.100 the Common Council may grant a street use permit subject to reasonable municipal regulation and control. The City Clerks Office issues permits. Application must be submitted to & approved by the Board of Public Works and Common Council plus representatives from Police and Public Works Departments.

Name: **CITY OF MARINETTE** Organization (if applicable): **CHRISTMAS IN MARINETTE PARADE**  
**COMM DEV. - JAN KUST**

Address: 1905 HALL AVENUE  
Telephone: 715.732.5139 Approximate# of people involved: 400

Requested street closure date(s): From: 12/04/2021 To: 12/04/2021

<b>Fees:</b>	If less than 3 blocks and no traffic re-routing required	\$ 5.00
<b>Check category that applies to your event</b>	If more than 3 blocks and no re-routing of traffic required	\$20.00
	if re-routing of traffic required add a flat user fee of -	\$35.00
	If for sale or promotion of commercial products/services	\$45.00
	Plus daily promotional event flat rate of \$30.00 per day =	\$_ .00

Date & Time Duration Date: Saturday, 12/05/2020 Starting Time: 12:30PM Ending Time: 2:00PM  
*04 4:30pm sk 6:00pm sk*

Street use permit for the following portion of: MAIN STREET (800-1700 Block) & Water Street

(800-1000 Block) closing street AT Main & Water and blocked at Hwy 41 & Main

Describe in Detail the proposed use for which you are seeking a street use permit on the back of this form.

Jan Kust Date: 10/5/21  
Signature of individual requesting street closure.

Jana Reso Date: 10/5/21  
Representative from City Clerk's Office accepting application.

John L. Loh Date: 10/11/21  
Approval from representative from City of Marinette Police Department.

Bill Miller Date: 10.11.2021  
Approval from representative from City of Marinette Public Works Department.

## DETAILED DESCRIPTION OF PROPOSED USE OF CLOSED OFF STREET

The Christmas in Marinette Parade is planned this year for Saturday, December 4<sup>th</sup>, 2021. Streets are requested to be blocked off with temporary no parking along the parade route from 800 Block of Water Street, through the 1700 block of Main Street. Entry to Main Street will be blocked at Hwy 41 and Main Street and at Water Street and Main Street and all streets intersecting Main on the route.

The parade starts right at the turn off of Water Street, entering right onto Main Street and proceeding down to Liberty Street. All parade units with the will turn left onto Liberty Street and disburse safely out from parade formation. The last two Emergency Vehicles will proceed past Liberty Street on Main, across Hwy 41 to the Stephenson Public Library, 1700 Hall Avenue.



**MEMORANDUM**

**TO: Mayor Genisot  
Board of Public Works**

**FROM: Brian R. Miller  
Director of Public Works**

**DATE: October 14, 2021**

**SUBJECT: AYRES Professional Services Agreement to TOPO Survey  
Future Street Reconstruction Projects**

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The Engineering Department has been without one Engineering Technician for several weeks. The employee will be limited when he returns to work.

This is the time of year when the Engineering Department surveys streets to collect data for upcoming design work. The survey work must be completed before the weather becomes inclement and the ground is covered with snow. The city survey team consists of a 2-man crew. The work cannot be performed with just one employee.

Attached is a Professional Service Agreement from AYRES Associates to perform the survey work. The estimated amount of time to survey the streets is 90 hours. This is a time and expense agreement, which allows for AYRES to stop work, if the city survey team becomes capable of completing the work.



October 11, 2021

Brian Miller, PE  
City of Marinette, City Engineer  
1905 Hall Avenue  
Marinette, WI

Re: 2022 Marinette Local Streets Topo

Dear Mr. Miller,

Thank you for the opportunity to submit this proposal for professional services for assisting the City of Marinette with performing field survey on various streets in Marinette, WI.

### **Project Description**

This project consists of performing design survey for Madison Street, Dunlap Avenue, Sherman Street, Thomas Street, and Woleske Road. Its our understanding that roads may be added or subtracted from the list based on future discussions.

### **Scope of Services**

Ayres is anticipating performing the following services:

- Design topo on various streets. The width of the survey will be discussed prior to Ayres beginning the survey.
- A minimum of two control points and two benchmarks will be set at each site.
- Upon client request, Ayres will perform a level loop for control points and benchmarks. The city will have the option to provide a second crew person.
- Ayres will not search for and map property corners or other r/w monumentation without authorization from the city.
- Provide separate C3D CADD files containing points and 3d polylines for each road.

### **Responsibilities of Owner and Others**

- Provide Access in a timely manner
- Owner shall provide project control and benchmarks if a specific city datum is required.
- Owner shall outline project limits and corridor width prior to survey.
- Coordinate with diggers hotline to have utilities located for mapping purposes.

### **Additional Services**

Should the Owner or Contractor request more services than outlined in the scope of services, costs for the additional services will be negotiated prior to work being performed.

### **Time Schedule**

Ayres Associates proposes to complete the work outlined in the attached scope of services in a timely manner, once a contract is signed and notice to proceed is granted. Ayres is anticipating a start date in late October 2021.



**Fee**

Ayres will perform the services outlined in the scope of services on a time and material basis based on the rates below:

**Survey Rates (based on surveying all roads)**

Classification	Rate	Estimated Hours
Survey Project Manager	\$130	3
Project Surveyor (PLS)	\$115	4
Survey Crew Chief	\$90	90
Survey Assistant	\$72	0
Administrative Assistant	\$82	1

**Equipment Rates**

Type	Rate	Unit type
GPS	\$75	Daily
Robotic Total Station	\$75	Daily
Company Vehicle Mileage	\$1.09	Each
Survey Supplies	Actual Cost	

**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until November 1, 2021, unless extended by us in writing.

Proposed by Consultant:

Accepted by Owner:

Ayres Associates Inc



Name: Ryan Beltrand  
 Title: Manager – Northern Midwest Survey

\_\_\_\_\_  
 Owner's Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500,000, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract 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. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.



**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## MEMORANDUM

**TO: Mayor Genisot  
Board of Public Works**

**FROM: Brian R. Miller  
Director of Public Works**

**DATE: September 16, 2021**

**SUBJECT: Hall Avenue Edge lines**

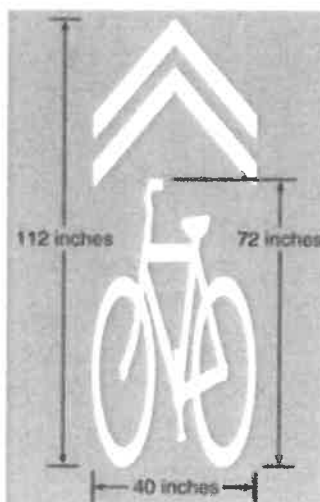
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A request was made to add white edge lines to Hall Avenue, from the roundabout at STH 180 to Van Cleve Avenue.

Since this section of Hall Avenue is a connecting highway, Wisconsin Department of Transportation (WDOT) was contacted about adding edge lines. WDOT indicated the city can add pavement markings and lines without WDOT approval.

Hall Avenue, from STH 180 to Van Cleve Avenue, consists of two 15-foot wide travel lanes separated by a 14-foot wide Two Way Left Turn Lane (TWLTL). WDOT indicated bike lanes be a minimum 4-foot wide. Maintaining the 14-foot TWLTL and painting an edge line to reduce the travel lanes to 12-foot wide would leave 3-feet between the edge line and the curb. A 3-foot wide *"bike lane"* is substandard and not advisable.

WDOT said if the city decided it is necessary to add pavement markings for bicyclists, they suggested adding sharrow symbols to the travel lanes. If sharrows are added to Hall Avenue, guidance is a minimum of one sharrow symbol for each block with maximum spacing of 250-feet. This would require approximately 11 sharrow symbols in each travel lane.



Sharrow – Pavement Marking for Shared Lane

## MEMORANDUM

**TO: Mayor Genisot  
Board of Public Works**

**FROM: Brian R. Miller  
Director of Public Works**

**DATE: October 12, 2021**

**SUBJECT: USH 41 Bridge Parapet – Painting Surface**

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The Department of Public Works performed a surface treatment test on two panels of the USH 41 Bridge parapet. The test panels are located in front of the Tourist Information Center.

### Washed Panels

Two panels were power washed to see if the existing paint was loose and much of the paint would be removed from a pressure wash. The surface was washed with different wand sprays, ranging from a wide spray wash nozzle to a chisel nozzle designed to scrape paint. Surprisingly, the existing paint surface was bonded quite well to the concrete. Very little paint was removed after an intense effort to strip the paint (See Pictures 1 & 2).



Picture 1: Pressure Washing Parapet



Picture 2: Pressure Wash Using Chisel Nozzle Tip

### Painted Panels

After washing, the parapet was painted to see how well the paint covered the existing surface and to see what the parapet looked like after painting. The paint covered the existing surface with minimal effort. It should be noted the recessed wild rice imprint was not painted. The wild rice imprint remained the original light gray color. It is also noted the chips and knock-outs in the concrete surface were not filled before painting. These imperfections remain and can be seen in Picture 3. Picture 3 shows a closeup of the painted panel. Picture 4 shows a comparison between the newly painted test panel (left side) and a nearby

unpainted panel (right side). The camera angle of the painted surfaces and the lighting conditions slightly distorted the color in the pictures. The actual color of the newly painted surface is very close to the original color of the parapet.



Picture 3: Painted Parapet



Picture 4: Painted (left side) compared to Unpainted (right side)

**Cost To Paint The Wisconsin Side of USH 41 Bridge**

Before painting the parapets along both sides of the of the USH 41 (Wisconsin Side Only), the surfaces must be cleaned. Power washing the surface will remove loose paint, dirt, and debris. After the parapet surface is cleaned and dry, the Department of Public Works Crew would paint the inside and top of the parapet by hand, just as they did when painting the two test panels.

The estimated cost to wash and paint the parapet, based upon the production rates and expenses to paint the test panels, is summarized below:

- 1. Power Wash Labor .....\$6,000
- 2. Paint Parapet Labor.....\$7,000
- 3. Paint and Supplies.....\$2,300

**Total            \$15,300**