



Common Council

Regular Meeting

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

Agenda

Tuesday, August 16, 2016

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 **Common Council** of the City of De Pere will be held on **August 16, 2016** 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 on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the 8-2-2016 Common Council Meeting.
4. A Public Hearing to amend the City of De Pere Code of Ordinances to include an Agricultural District (A-1) together with regulations and requirements.
 - A. Notice of Public Hearing
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #16-14 Creating §14.54.1 De Pere Municipal Code Regarding Agricultural District
5. A Public Hearing on a Conditional Use Permit to allow student housing use in the R-2 Single and Two-Family Residence District (Parcels WD-230, WD-225, WD-224, & WD-246; 421 4th Street, 507 4th Street, 515 4th Street, & 717 4th Street)
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #16-83, Authorizing and Approving a Conditional Use Permit (Parcels WD-230, WD-225, WD-224 & WD-246)
6. Public comment upon matters not on the agenda or other announcements.
7. Recommendation from the Finance & Personnel Committee to approve the Fire Department's request to procure a Utility Terrain Vehicle (UTV).
8. Recommendation from Finance/Personnel Committee to approve 2017 Benefit Renewal and Plan Design Changes
9. Ordinance #16-15, Establishing Salaries For Elected Officials for the City of De Pere
10. Ordinance #16-16, Revising Chapter 13 De Pere Municipal Code Regarding Special Assessments for the Payment of New Public Infrastructure

11. Resolution #16-84 Extending Sidewalk Installation Order for Parcel WD-1683 (2322 Samantha Street)
12. Resolution #16-85, Authorizing Partial Release of Utility Easement
13. Resolution #16-86, Authorizing Amendment and Second Amendment to Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road
14. Resolution #16-87, Authorizing WI-CORS-NET Cooperative Agreement with the Wisconsin Department of Transportation
15. Resolution #16-88, Authorizing State/Municipal Agreement Revisions (#2) For Erie and Helena Street Improvement Projects.
16. Resolution #16-89, Authorizing Consultant Agreement Between the City of De Pere and Ayres Associates, Inc. (Broadway Pedestrian Crossing Study)
17. Resolution #16-90, Authorizing Consultant Agreement Between the City of De Pere and Graef-USA Inc. (GRAEF) (Claude Allouez Bridge Maintenance Study)
18. Resolution #16-91, Authorizing The Negotiation of an Economic Development Loan with Black Honey Hashery, L.L.C
19. Resolution #16-92, Authorizing Agreement Between the City of De Pere and CollectorSolutions, Inc. (Website Electronic Payment Processing Service)
20. Resolution #16-93, Authorizing Agreement for Technical Specification and Bid Document Preparation Services Between the City of De Pere and GRAEF-USA, Inc. (Police Department Roof Replacement)
21. Appointment and re-appointment to Boards and Commissions by Mayor Walsh.
22. Voucher Approval.
23. Operator License Applications.
24. Future agenda items.
25. Adjournment.

Lawrence M. Delo
City Administrator

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, the previous day so that arrangements can be made.

Agenda Sent To:
Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
John Davis, Ayres Associates

Jeffrey Rosner, Graef-USA
Michael Lefebvre, Graef-USA
Dan Burgoyne
Molly Bluma
Kristee Becker, Director of Risk & Property Management, St. Norbert College
Thomas and Elaine Delsart
St. Norbert College, VP Business/Finance
Brian and Amy Vanoss
Patrick Hart
Elizabeth Vandeyacht
Daniel and Barbara Danen
Daniel and Karen Simons
Colleen and Michael Caine
Curtis and Mary Moore
Laura and Scott Vanryzin
Carol Jean Jacobe
Joseph Van Denack
Equity Trust Co.
Overland Investments Inc.
William Eiler
David and Susan Ruhland
Tim Turriff
Anthony Schmidt
Ronald and Carol Salentin
Peter Nackers
Derek and Amanda Rhodes
James and Joy Anderson
Justin Samuels
Avery Oberstadt
TTP Investments LLC
Thomas and Catherine Meve
Glenn Gauthier
Mark and Kathleen Gille
Joseph Bertrand
Michael and Alyssa Schult

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: August 16, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the 8-2-2016 Common Council Meeting.

ATTACHMENTS:

- 8-2-16 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, August 2, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on August 2, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Alderman	Present
Dan Carpenter	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Ryan Jennings	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Present
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the July 19, 2016 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderman
SECONDER: Scott Crevier, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements.

Alderman Raasch thanked the Parks Department for their great upkeep of the soccer fields for the Tony Litt Tournament. Mayor Walsh thanked the Police and Fire Departments for National Night Out and thanked the citizens of the City for participating.

5. Recommendation from the Board of Park Commissioners to approve donation from De Pere Baseball to improve Gandrud Field.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderman
SECONDER: Michael Donovan, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

6. Recommendation from the Board of Park Commissioners to accept donation from De Pere Kiwanis Club for the Youth Tennis Tournament.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderman
SECONDER: Lisa Rafferty, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

7. Recommendation from the Finance/Personnel Committee to Approve the 2015 Audit Report.

Attachment: 8-2-16 Common Council Minutes (4999 : Approval of the Minutes of the 8-2-2016 Common Council Meeting)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

8. Ordinance #16-13, Amending Section 106-6(a)(5) De Pere Municipal Code Regarding Special Event Service Charges

Alderperson Crevier asked if other organizations will be affected by this ordinance; City Attorney Judy Schmidt-Lehman replied that in this year, only the Kiwanis Parade applies, but other similar events could apply. She explained that the language of the ordinance was drafted with the intent to not allow shell organizations to take advantage of the new ordinance, but that if someone finds a way around it the City can reword the ordinance to prevent this from happening.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

9. Resolution #16-80, Approving Project Plan Amendment (#2) to Tax Increment Financing District No. 7

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Dan Carpenter, Alderperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

10. Resolution #16-81, Authorizing Amendment to License Agreement Between the City of De Pere and Fox River Boat Holding Company, LLC

Alderperson Crevier shared a communication from Fox River Boat Holding Company, LLC, stating that they have served 3,283 passengers as of July 31st.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

11. Resolution #16-82, Regarding Certain Fees for Revocable Occupancy Permits

Alderperson Lueck stated that he will abstain from voting. Public Works Director Scott Thoresen explained that this resolution allows for cellular companies to mount facilities on street lights or other structures in City right-of-way. He explained the difference between the lease agreements with the cellular companies for mounting facilities on the water towers and the revocable occupancy permit issued to allow for mounting facilities on street lights. Discussion followed regarding staff fees, the need for the cellular companies to provide structural reports to the City, and standards for aesthetics. City staff will be reviewing and researching what other communities in the Green Bay Metro area are doing to coordinate with them as well as what the PSC allows for fees.

RESULT:	ADOPTED [7 TO 0]
MOVER:	James Boyd, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
ABSTAIN:	Larry Lueck

12. Appointment of Interim Health Director

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

13. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

14. Operator License Applications.

Alderperson Raasch moved, seconded by Alderperson Boyd to approve Previously Tabled Operator License Applications #1, 2, and 4. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License Application #3. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Boyd to approve Temporary Operator License Applications #2-5. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to table Temporary Operator License Application #1. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Boyd to approve Operator License Applications #2-7, 9-13, and 16-26. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to table Operator License Applications #1, 8, 14, 15, and 27. Upon vote, motion carried unanimously.

15. Future agenda items.

Alderperson Carpenter stated that though the flower baskets on Broadway look great and are growing well, they are blocking signs.

Mayor Walsh thanked Chrystal Woller, the City of De Pere Health Director, for her service to the City and wished her luck in her new job.

16. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Rafferty to adjourn the meeting at 8:07 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Ordinance #16-14 Creating §14.54.1 De Pere Municipal Code
Regarding Agricultural District

ATTACHMENTS:

- Ord16-14 (DOCX)
- 8-16-16 Class II RZ Agriculture (PDF)
- PC Staff Report Agriculture (DOCX)

ORDINANCE #16-14
CREATING §14.54.1 DE PERE MUNICIPAL CODE
REGARDING AGRICULTURAL DISTRICT

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding proposed Agricultural zoning classification and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of August, 2016 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN,
DO ORDAIN AS FOLLOWS:

Section 1: Section 14-03, *Definitions*, is hereby amended by adding the following definitions:

CAFO. Concentrated Animal Feeding Operation as defined under Wis. Admin. Code ATCP §73.03.

Feed lot operations or livestock farm. The working operation of the farm is feeding livestock or other animals for sale.

General Farming. The use of land for the production of plants, animals or horticultural products, including farming, dairying, pasturage agriculture, horticulture, floriculture, and animal and poultry breeding and raising, and the necessary accessory uses for storing the products. General Farming shall not include feedlot operations, livestock farms, large CAFOs or commercial mink, fox and other fur-bearing animal farms.

Truck farming. A farm producing vegetables for sale at locations other than the roadside stand permitted under the Agricultural zoning district.

and renumbering the current definitions accordingly.

Section 2: §14.54.1 - A-1 Agricultural District is hereby created as follows:

14.54.1 – A-1 Agricultural District.

The purpose of the Agricultural District is to provide for the continuation of general farming and related uses in those areas of the city that are not yet committed to urban use.

(1) *Permitted uses.*

- (a) Agriculture, dairying, floriculture, general farming, grazing, non-retail greenhouses, hatcheries, horticulture, livestock raising, beekeeping, nurseries, orchards, paddocks, pasturage, poultry raising and truck farming.
- (b) Single-family dwellings.

(2) *Permitted accessory uses.*

- (a) Roadside stands only for the sale of agricultural products grown on site, provided that the structure does not cover more than 300 square feet in ground area and does not exceed 10 feet in height.
- (b) Additional accessory structures necessary for the furtherance of the farming operation.

(3) *Conditional uses.*

- (a) Man-made bodies of water
- (b) Agricultural warehouses that exceed 5,000 square feet
- (c) Transmission lines, substations and pipelines
- (d) Large-animal veterinary hospitals
- (e) Agricultural Product Stores
- (f) Bed and Breakfast Establishments
- (g) Commercial feedlots and stock farms

(4) *Density and setback requirements.*

- (a) Minimum lot size – 10 acres
- (b) Setbacks for principal and accessory structures
 - (i) Front yard – not less than 35 feet
 - (ii) Side yard – not less than 25 feet
 - (iii) Rear yard – not less than 25 feet
 - (iv) Corner side – not less than 50 feet from the right of way

(5) *Height regulations.*

- (a) Farm structures: not more than 40 feet
- (b) Farm silos: not more than 60 feet (may exceed 60' with Plan Commission site plan approval)
- (c) Residential Dwellings: not more than 35 feet

(6) *Signs.*

Two (2) agricultural signs are allowed per farm, not to exceed 16 square feet per sign face and not to exceed 8 feet in height.

(7) *Outdoor storage.*

- (a) Outdoor storage areas for temporary storage of farm implements during the period of time in which they are used shall not intrude in any setback areas for principal structures. Farm implements and machinery shall be stored inside accessory structures during periods of non-use.

- (b) Outdoor storage of commercial vehicles, boats, recreational vehicles, motor homes, ATVs, UTVs and campers is prohibited except as provided below.

(8) *Off-street parking.*

- (a) Off-street parking of no more than one commercial vehicle with a gross weight exceeding 10,000 pounds is permitted.
- (b) The parking of boats, utility trailers, recreational vehicles and motor homes is permitted only when no monetary or in-kind gain is realized by the property owner and:
- (i) Parking is within the front yard on a driveway for the time period of April 1 to November 1;
 - (ii) Within a garage for an entire year;
 - (iii) In the rear yard for an entire year;
 - (iv) In the side yard not closer than five (5) feet to the side yard lot line for the time period of April 1 to November 1; or
 - (v) In the front yard on a driveway and in the side yard no closer than five feet to the side yard lot line for the time period of November 1 to April 1, not to exceed thirty (30) cumulative days per time period.

Section 3. The City shall take all steps necessary to delegate manure storage regulation authority to Brown County.

Section 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 7/25/16

Publication Date: _____

Effective Date: _____

Publish: August 2 and August 8, 2016 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 16, 2015** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to amend the City of De Pere Code of Ordinances to include an Agricultural District (A-1) together with regulations and requirements therefore.:

A copy of the document detailing the proposed Municipal Code amendments is available through the City of De Pere Economic Development & Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 2nd day of August, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

Item X: Zoning Code Amendment – Agricultural District (A-1)*

Project Description:

The City of De Pere Comprehensive Plan identifies a number of future growth areas, focused around the southeast City boundary. Some of the land in this area is currently used for general farming. The City does not ~~currently~~ have an ~~Agricultural~~ ~~agricultural zoning district~~ ~~Land Use District~~ that permits general farming (including live stock). Crop farming only is permitted in the ~~Single Family Residence District (R-1)~~ ~~zoning district~~. Our neighboring communities of Ashwaubenon, Ledgeview, Bellevue, Rockland, Lawrence, Howard and Hobart all provide agricultural ~~land use~~ zoning districts that permit general farming to different extents.

The intent of the ~~e Agricultural is~~ District is to permit general farming for properties that may join the City of De Pere but may not be development ready. By including an Agricultural District in the City of De Pere Municipal Code, property owners that ~~currently conduct~~ have general farming operations will be able to annex into the City of De Pere without becoming a non-conforming use. It is not anticipated, nor supported by the City Comprehensive Plan, to rezone any properties ~~currently that are~~ in the municipal boundary to the proposed Agricultural District. Additionally, we expect that, over time, properties zoned ~~Agricultural district~~ A-1 will ultimately develop into a different, and denser, land use as supported by the Comprehensive Plan.

This ordinance change is part one of two part approach to encourage growth. Another ordinance change that clarifies assessments and deferment of assessments for undeveloped property, is expected to be reviewed by the Finance and Personnel Committee in August.

The attached document provides draft language for a new Agricultural District for the City of De Pere. The proposed chapter includes provisions for the standard categories relevant to ~~zoning land use~~ districts including permitted uses, bulk requirements, parking and signage.

The language, similar to neighboring communities, does not address Animal Waste Management. The City plans to delegate that authority to Brown County because they have both the appropriate regulations in place and the capability to enforce. In order to draft the district requirements, staff researched neighboring ordinances, industry standards, and also consulted with the City's Development Team.

Review Process:

After review and recommendation from the Plan Commission, a zoning change will be published using a Class II notice. A public hearing and ordinance consideration is anticipated for the August 16, 2016 Common Council Meeting.

Recommendation:

Staff recommends approval of the proposed Agricultural District (A-1) and that the item be forwarded to Council for a public hearing and ordinance review.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #16-83, Authorizing and Approving a Conditional Use Permit (Parcels WD-230, WD-225, WD-224 & WD-246)

ATTACHMENTS:

- Reso16-83 (DOCX)
- Public Hearing Notice - 421 507 515 717 4th ST - CUP(PDF)
- CC_Staff_421_507_515_717_4th_ST_CUP (DOCX)
- Application Form - 421 Fourth Street (PDF)
- Application Form - 507 Fourth Street (PDF)
- Application Form - 515 Fourth Street (PDF)
- Application Form - 717 Fourth Street (PDF)

RESOLUTION #16-83

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcels WD-230, WD-225, WD-224 & WD-246)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 16th day of August, 2016 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting student housing within the R-2 Single and Two Family Residence District, at 421 4th Street, 507 4th Street, 515 4th Street and 717 4th Street, Parcels WD-230, WD-225, WD-224 and WD-246.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Publish: August 8, 2016 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, August 16, 2016 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following properties:

Conditional Use Permit to allow student housing use in the R-2 Single and Two-Family Residence District (Parcels WD-230, WD-225, WD-224, & WD-246; 421 4th Street, 507 4th Street, 515 4th Street, & 717 4th Street) in De Pere, Wisconsin. Petitioner: St. Norbert College.

Dated this 8th day of August, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

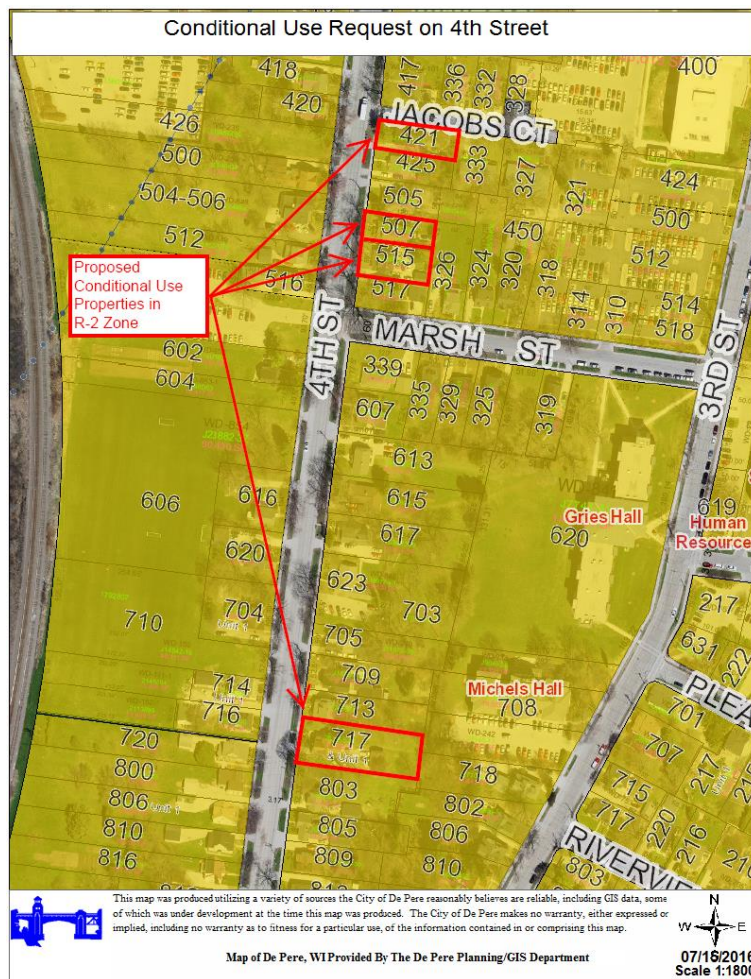
City of De Pere MEMORANDUM



To: Common Council
From: Peter Schleinz, City Planner
Date: August 26, 2016

RE: **Conditional Use Permit Review and Recommendation to allow Student Housing on Property Zoned R-2 (Single and Two-Family Residence District) on 4th Street, being parcels WD-230, WD-225, WD-224, and WD-246. Applicant: St. Norbert College**

SITE MAP



REQUESTED ACTION: Conditional Use request.

Conditional Use approval requested for R-2 (Single and Two-Family Residence District) zoned property to be used for student housing.

COMMON DESCRIPTION:	Four properties: 1. 421 Fourth Street (WD-230) 2. 507 Fourth Street (WD-225) 3. 515 Fourth Street (WD-224) 4. 717 Fourth Street (WD-246)
PARCEL NUMBERS:	WD-230, WD-225, WD-224, and WD-246
EXISTING ZONING:	R-2 (Single and Two-Family Residence District)
PROPOSED ZONING:	Remain R-2, with a Conditional Use to allow student housing, per Housing, per Zoning Code 14-39(2)(a), which links to 14-38(2)(d)(1).
SURROUNDING LAND USES:	Residential and college campus uses to the north, south, east, and west.
COMPREHENSIVE PLAN:	The Future Land Use map identifies “Neighborhood Residential (Including Multi-Family)” use on all four properties, as well as the land surrounding the properties.
APPLICANT NAME:	Kristee Becker, Director, Risk & Property Management St. Norbert College, INC 100 Grant Street De Pere, WI 54115
SITE HISTORY:	The petition includes four properties. Historically, all properties have been used by college students as rental property, with the properties under ownership of individual landlords. The properties were zoned R-2, which allowed for two-family dwellings. All four properties have been obtained by St. Norbert College. The anticipated use is expected to continue as student housing under the ownership and oversight of the college, rather than individual property owner landlords. A Conditional Use Permit is required because the land use will now fall under the following category: <i>“Educational Institutions as follows: Colleges, junior colleges and universities, including fraternity and sorority houses, dormitories, and other structures and facilities sanctioned by or necessary to the operation of a college or university.”</i> The college proposes no major site renovations on the sites, except for cosmetic upgrades.
STAFF REVIEW:	When reviewing a Conditional Use request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns, as well as the following five criteria identified in Zoning Code Section 14-30:

CRITERIA	ADDRESSED?
1. The conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.	Yes – Proposed use is existing use.
2. The conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood.	Yes – Proposed use is existing use.
3. That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided.	Yes – Using existing facilities.
4. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets	Yes – Using existing driveways, not increasing population.
5. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.	Yes – Allowed by Conditional Use in R-2 Zoning district.

In the past there have been a few maintenance issues with the 421 4th Street property. The issues have been addressed and there were no recent issues with the other properties. The City experiences fewer issues with properties under St. Norbert College ownership.

A Conditional Use request may be allowed, per Zoning Code 14-39(2)(a), which links to 14-38(2)(d)(1) for, *“Educational Institutions as follows: Colleges, junior colleges and universities, including fraternity and sorority houses, dormitories, and other structures and facilities sanctioned by or necessary to the operation of a college or university.”*

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?	X		
Will the condition create a:	Yes	No	NA
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem		X	
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	

8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?			X
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?	X		
Is the conditional use primarily for a speculative income return?		X	

For conditional use applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will also be held at the Council meeting prior to review of a Conditional Use resolution.

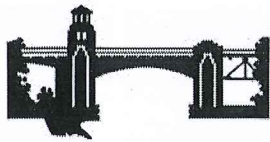
STAFF RECOMMENDATION: Staff recommended APPROVAL of the conditional use request, subject to the following:

1. Meet all state and local regulations, including Zoning Code Zoning Code 14-39(2)(a), which links to 14-38(2)(d)(1).

**PLAN COMMISSION
RECOMMENDATION:**

The Plan Commission recommended APPROVAL of the conditional use request for all four properties on July 25, 2016, subject to the following:

1. Meet all state and local regulations, including Zoning Code Zoning Code 14-39(2)(a), which links to 14-38(2)(d)(1).



CITY OF DE PERE

**APPLICATION FOR
CONDITIONAL USE**

Fee: \$ 290.00

Receipt #: 114534

Date: 7-18-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College, Inc	Authorized Representative Kristee Becker	Title Director, Risk & Property Mgmt	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115
Email Address kristee.becker@snc.edu	Phone Number (incl. area code) 920-403-3066	Fax Number (incl. area code) 920-403-4047	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 421 Fourth Street, De Pere, WI 54115	Parcel No. WD-230
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SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2
Present Use of Parcel:	Residential
Proposed Use of Parcel:	College Dorm
Present Use of Adjacent Properties:	Residential and College Dorm

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

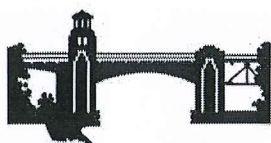
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Kristee Becker	Title Director, Risk & Property Mgm	Phone Number 920-403-3066
Signature of Applicant <i>Kristee Becker</i>		Date Signed 7-22-16

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):



CITY OF DE PERE

JUL 18 2016

APPLICATION FOR
CONDITIONAL USE

Fee: \$ 290.00

Receipt #: 114534

Date: 7-18-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College, Inc	Authorized Representative Kristee Becker	Title Director, Risk & Property Mgmt	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115
Email Address kristee.becker@snc.edu	Phone Number (incl. area code) 920-403-3066	Fax Number (incl. area code) 920-403-4047	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 507 Fourth Street, De Pere, WI 54115	Parcel No. WD-225
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SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2
Present Use of Parcel:	Residential
Proposed Use of Parcel:	College Dorm
Present Use of Adjacent Properties:	Residential and College Dorm

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

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Name of Owner/Authorized Representative (please print) Kristee Becker	Title Director, Risk & Property Mgm	Phone Number 920-403-3066
Signature of Applicant <i>Kristee L Becker</i>		Date Signed 7-22-16

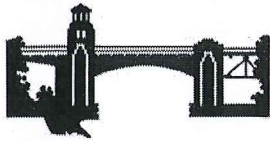
A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):

JUL 18 2016

PLANNING DEPT.



CITY OF DE PERE

APPLICATION FOR
CONDITIONAL USE

Fee: \$ 290.00

Receipt #: 114534

Date: 7-18-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College, Inc	Authorized Representative Kristee Becker	Title Director, Risk & Property Mgmt	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115
Email Address kristee.becker@snc.edu	Phone Number (incl. area code) 920-403-3066	Fax Number (incl. area code) 920-403-4047	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 515 Fourth Street, De Pere, WI 54115	Parcel No. WD-224
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SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2
Present Use of Parcel:	Residential
Proposed Use of Parcel:	College Dorm
Present Use of Adjacent Properties:	Residential and College Dorm

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Kristee Becker	Title Director, Risk & Property Mgm	Phone Number 920-403-3066
Signature of Applicant <i>Kristee L Becker</i>		Date Signed 7-22-16

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):



CITY OF DE PERE

APPLICATION FOR
CONDITIONAL USE

JUL 18 2016

PLANNING DEPT.

Fee: \$ 290.00

Receipt #: 114534

Date: 7-18-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College, Inc	Authorized Representative Kristee Becker	Title Director, Risk & Property Mgmt	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115
Email Address kristee.becker@snc.edu	Phone Number (incl. area code) 920-403-3066	Fax Number (incl. area code) 920-403-4047	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 717 Fourth Street, De Pere, WI 54115	Parcel No. WD-246
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SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2
Present Use of Parcel:	Residential
Proposed Use of Parcel:	College Dorm
Present Use of Adjacent Properties:	Residential and College Dorm

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Kristee Becker	Title Director, Risk & Property Mgm	Phone Number 920-403-3066
Signature of Applicant <i>Kristee L Becker</i>		Date Signed 7-22-16

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: August 16, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to approve the Fire Department's request to procure a Utility Terrain Vehicle (UTV).

ATTACHMENTS:

- UTV REQUEST (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DLRubin*

Date: August 3, 2016

Re: Request to procure a Utility Terrain Vehicle

The Fire & Rescue Department would like to respectfully request permission to seek donations to purchase a Utility Terrain Vehicle (UTV) for our operational use. The purpose of a UTV would be primarily two-fold. First, we are in significant need of an off-road patient care and transport capability vehicle within our response fleet. Regularly, we are called upon to provide this type of service for many special events. The various special events such as the Memorial Day Parade, Brown County Fair, Celebrate De Pere, CellCom Marathon and many other events can only be properly managed using a properly equipped and functionally designed small off-road vehicle such as a UTV. This high demand of service has been filled previously by borrowing the appropriate vehicle from our neighbor's fleet of vehicles. Among our local partners, we have asked Ashwaubenon Public Safety, St. Norbert's College Security, Bellevue Fire Department, and Green Bay Metro Fire Department to borrow their UTV response vehicles. There is a general reluctance to loan this specialized type of equipment, because of its high demand and unpredictable need.

Next, the Department is asked to respond to many wildland and other outdoor related fires. That brings up the second purpose of asking for this additional off-road response vehicle. When the Department is required to go deep into wooded areas such as along the various rail lines that traverse our City; small, all-wheel drive vehicles are necessary. We have had to use only hand tools and water tank back-packs to extinguish these fires causing a delay based on the personnel needs. The UTV that we would like to acquire is specifically designed to control and extinguish these specific types of fires. Occasionally, we have had to call in this specialized off-road type of equipment from neighboring departments as well.

In the final analysis, the requested UTV would serve our City at all special events, providing medical care and transportation for the sick and injured. As well as this new special response unit would be our front line of defense for various types of wildland and outdoor fires. Based on using this vehicle for these two primary purposes, as well as providing assistance during severe weather related emergency to push snow and/or traverse mud and standing water, an UTV would be a very welcomed and necessary piece of equipment.

As the Department has been preparing the budget for 2017, it has become abundantly clear that there is no city funding to take on this additional project. Therefore, to move on this mission critical purchase the Department would need to take the lead to secure the funding through sources other than the City's

Attachment: UTV REQUEST (5040 : Recommendation from Finance/Personnel Committee to approve Fire Dept request to procure a UTV.)

general or capital funds. The Department has accepted this challenge and is willing to raise the needed financial resources to make this purchase of the UTV and related necessary fire and emergency medical equipment.

We would like to respectfully request the Common Council's permission to grant the Fire Department the authority to raise donated funds and grants not to exceed \$30,000 in total to purchase a UTV that will meet the City's needs for both wildland fires and emergency medical care at special events.

Further, the Department has already received two donations earmarked for this specific project. The Brown County Fair Association and Angles Touch Assisted Living has committed to provide the medical patient care compartment for a standard sized UTV, which has an estimated value of \$5,000. Finally, we have received our first cash donation of \$10,000 from Ms. Donna Gilson of De Pere to kick-off our fund raising efforts.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action for approval. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to approve
2017 Benefit Renewal and Plan Design Changes

ATTACHMENTS:

- 2017 Council Recommendation (Final)(DOCX)

Memo**City of De Pere**

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Please note: The Finance/Personnel Committee approved all the recommended changes as noted in the memo.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance
Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

Please contact me at 339-4045 if you have questions prior to the meeting.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Ordinance #16-15, Establishing Salaries For Elected Officials for the City of De Pere

ATTACHMENTS:

- Ord16-15 (DOCX)
- 2016 mayor and aldpersons salaries (DOC)
- 2016 mayor alderperson comps (XLSX)
- Copy of Copy of Summary of past year salaries rev 6.2016 (XLSX)

ORDINANCE #16-15

ESTABLISHING SALARIES FOR
ELECTED OFFICIALS FOR THE CITY OF DE PERE

Section 1. The annual salaries to be paid for the Officers enumerated below shall be as follows:

<u>Office</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Mayor	May 1, 2018	\$24,137
Mayor	May 1, 2019	\$24,620
Aldersperson	May 1, 2018	\$6,919
Aldersperson	May 1, 2019	\$7,057

Section 2. Any other regulation, ordinance, or rule set forth in the De Pere Municipal Code that conflicts with this ordinance is hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 8/9/16

Publication Date: _____

Effective Date: _____

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Determine Salaries for Mayor and City Council for 2018 and 2019
 Date: August 9, 2016

Note: The Finance/Personnel Committee approved a 2% increase for the Mayor and City Council for years 2018 and 2019. We verified populations as well as salary rates as some had decreased over the years. The populations reported and salary data are accurate as reported in the August 9th memo. Marshfield reported for 2014-2015 that the rate for Village/President was \$24,300 vs. the accurate amount of \$22,500. Marshfield changed the way they were paying the Trustee/Council Member from the last they reported. They used to be \$4,580 per year and now they are paid \$2,919.96 per year + \$45 per meeting. West Bend reported the correct salary for this year and the last time, however; back in 2013 the amount of \$4,716 was noted. That was not correct. We apologize for any inconvenience.

As you know, salaries for the positions of Mayor and Council are reviewed every odd year and set forward for the next two term years. As 2017 is approaching, it is time to decide on salaries for 2018 and 2019.

Attached is a survey of Mayor/Alderspersons salaries from other communities. Also attached is a history of the salary increases in previous years.

For your information, listed below are the salaries approved for 2016 through 2017.

Mayor	May 1, 2016	\$23,200
	May 1, 2017	\$23,664
Council	May 1, 2016	\$6,650
	May 1, 2017	\$6,783

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

Mayor / Alderperson Comparables

Municipality	Population	Position	2015 - 2016 Salary	Full Time City Administrator
De Pere	24,447	Village President / Mayor Trustee/Council Member	\$23,200 \$6,650	Yes
Allouez	13,790	Village President / Mayor Trustee/Council Member	\$8,364 \$6,732	Yes
Ashwaubenon	16,940	Village President / Mayor Trustee/Council Member	\$29,000 \$7,500	Yes
Menasha	17,550	Village President / Mayor Trustee/Council Member	\$64,000 (Full-time) \$5,190	No
WI Rapids	18,500	Village President / Mayor Trustee/Council Member	\$65,677-66,178 (Full-time) \$5,880	No
Marshfield	19,451	Village President / Mayor Trustee/Council Member	\$22,500 2,919.96 year + 45 per mtg.	Yes
Mequon	23,793	Village President / Mayor Trustee/Council Member	\$9,600 \$4,800	Yes
Neenah	25,871	Village President / Mayor Trustee/Council Member	\$79,250 (Full-time) \$4,075 - \$4,800	No
Sun Prairie	31,810	Village President / Mayor Trustee/Council Member	\$20,000 \$6,500	Yes
West Bend	31,599	Village President / Mayor Trustee/Council Member	\$9,418 \$4,236	Yes
Manitowoc	33,736	Village President / Mayor Trustee/Council Member	\$73,043 (Full-time) \$3,120	No
Germantown	19,972	Village President / Mayor Trustee/Council Member	\$8,000 \$5,500	Yes

Summary of position salaries

	<u>Mayor</u>	<u>Alderspersons</u>
2000	\$18,658	\$5,511
% Increase	0.0%	0.0%
2001	\$18,658	\$5,511
% Increase	3.0%	3.0%
2002	\$19,218	\$5,676
% Increase	3.0%	3.0%
2003	\$19,795	\$5,846
% Increase	1.5%	1.5%
2004	\$20,092	\$5,934
% Increase	1.5%	1.5%
2005	\$20,393	\$6,023
% Increase	1.5%	1.5%
2006	\$20,699	\$6,113
% Increase	1.5%	1.5%
2007	\$21,009	\$6,205
% Increase	1.5%	1.5%
2008	\$21,324	\$6,298
% Increase	1.5%	1.5%
2009	\$21,644	\$6,392
% Increase	1.5%	0.0%
2010	\$21,969	\$6,392
% Increase	1.5%	0.0%
2011	\$22,299	\$6,392
% Increase	0.0%	0.0%
2012	\$22,299	\$6,392
% Increase	0.0%	0.0%
2013	\$22,299	\$6,392
% Increase	0.0%	0.0%
2014	22,299	6,392
% Increase	2.0%	2.0%
2015	22,745	6,520
% Increase	2.0%	2.0%
2016	23,200	6,650
% Increase	2.0%	2.0%
2017	23,664	6,783

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Ordinance #16-16, Revising Chapter 13 De Pere Municipal Code
Regarding Special Assessments for the Payment of New Public
Infrastructure

On Tuesday, August 9, 2016, by a vote of 5-0, the Finance/Personnel Committee recommended approval of the proposed revisions to Section 13 of the City Ordinance - Special Assessments.

ATTACHMENTS:

- Ord16-16 (DOCX)
- Special Assess Ord Revisions 8-16-16 memo (DOCX)
- FP Staff Report Assessment 8-2016 (DOCX)
- Existing Assessment Ordinance (PDF)
- Special Assessment revisions 8-11-16 red-lined JSL (DOCX)

ORDINANCE #16-16

REVISING CHAPTER 13 DE PERE MUNICIPAL CODE REGARDING SPECIAL ASSESSMENTS FOR THE PAYMENT OF NEW PUBLIC INFRASTRUCTURE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

Section 1: Sec. 13-7, *Payment of new construction of public infrastructure*, is hereby repealed and recreated as follows:

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) Public Improvements Assessment Overview

- 1) Non-Assessable Improvements. Non-assessable improvements are those that service a parcel that already has the improvement. Examples include:
 - a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.
 - b. Utility reconstruction.
 - c. Asphalt or concrete street resurfacing.
 - d. Storm water management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall City requirements for regulatory permitting.
 - e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in City right of way.
 - f. Street light additions to existing streets.

2) Assessable Projects. Assessable projects are projects that receive a benefit from new infrastructure and street construction project and from sidewalk construction. Examples include:

- a. New infrastructure construction to a new development (new streets, storm, sanitary, water et al).
- b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
- c. New or additional laterals to an existing lot.
- d. Storm water management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.
- e. Driveway aprons for new projects and replacement of gravel drives to the City Standard.
- f. New construction of sidewalk.
- g. Street lights for new street construction.
- h. Public improvements installed along multi-jurisdictional rights-of-way or property abutting two or more municipal jurisdictions will be assessed to all benefitting properties, with assessments collected by the City upon annexation or Intergovernmental Agreement.

3) Assessment methodologies.

a. Front Foot Method

When this method is used, benefit is determined to be proportional to the front footage of the property as follows:

- i. Assessable footages for improvement will be the linear foot as measured along the building setback line extended to intersect with the property line. When determining assessable footage, all property adjacent to and benefited by the improvement will be assessed. This includes all publically owned property. Improvements constructed within the intersection will be assessed to the benefited properties.
- ii. On corner lots that have or will have new infrastructure in each street adjacent to the property for the entire length of each side, a reduction of 1/3 the combined total lot footage, as measured along the building setback line is made up to a maximum of 60 feet. On corner lots that will have new infrastructure on only one street, assessable footage is measured along the building setback line on the side where the utility is installed with no reduction made.
- iii. In the event that new infrastructure is constructed on the front and back of a property, and there is no ability to split the property, the property will be assessed at the footage along the building setback line on the side of lot where the property is connected to the new infrastructure.
- iv. When new utility construction associated with new development is constructed along a property line common to adjacent interior lots, the assessable footage will be measured as a standard interior lot having a

utility constructed in the street disregarding the fact it may have a utility on two sides of the lot.

b. Lot or Connection Method

The lot or connection method allocates costs and special assessments on the assumption that every lot or every connection to the public facilities received the same benefit regardless of the difference in the size or shape of the lot. The use of this neighborhood and there exists some uniformity as to the types of uses on the property.

c. Regional Method

The regional method allocates cost for improvements to benefitting properties based on area or flow. In the case of improvements such as interceptor sewer costs (including those from the Green Bay Metropolitan Sewerage District), lift stations and force mains, water towers, and regional storm water management facilities, benefits would be normally more closely associated with an area or a calculated flow generation.

The use of this method will require establishment of a per unit cost for the specific improvement, which will be the net developable area or calculated flow rate for areas receiving the improvement.

d. Square Foot Method

The square foot method allocates costs based on the square foot of an improvement that a property receives. Costs are determined based on the actual cost to provide the benefit. This method is generally used for driveway and sidewalk improvements.

e. Combination Methods

A combination of methods may be required for a specific project in particular, on new development. For new contiguous development, improvement costs are paid by the developer. All assessable costs are generally calculated on a per lot basis. For new, non-contiguous development, improvement costs are calculated on a combination of front foot and per lot basis as follows:

- i. Costs for utility extensions to service the development are calculated on a per front foot basis. All properties that benefit from the installation of the new utility will be assessed on a linear foot basis as determined by the engineer. Properties that do not benefit from the new utility will not be assessed. IF the new utility is installed for the need of the new development, the developer will be responsible for all non-benefitting utility costs.
- ii. Costs for improvements internal to the new development are generally calculated on a per lot basis. The costs for utilities at non-benefitting properties will be generally included in the per lot basis.

(b) *New development extension of public infrastructure.*

(1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.

(3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(c) *New infrastructure in existing development.* Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(d) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.

(1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

a. *Cost share between the stormwater utility and property owner.*

i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.

- A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 12-inch diameter storm sewer main with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right of way.

ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.

- A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a six-inch diameter storm lateral with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of a 6-inch, 8-inch or 12-inch diameter storm sewer lateral as determined by the development on the parcel, with a lot width at the right of way of seventy (70) lineal feet.

b. *Method and basis of assessment.*

- i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.
- ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.

c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

- i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
- ii. Direct the city engineer or designee to make a report thereon if not already completed;
- iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every

interested person whose address is known or can be ascertained with reasonable diligence;

iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.

d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

i. No interest imputed if payment of assessment made in full within 30 days of invoice;

ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:

A. Transfer of the benefited property to any other person or entity;

B. Subdivision of the benefited property;

C. Connection to the storm sewer;

D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this paragraph unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.

e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.

- f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:
- a. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.
 - b. As to other property owners within the area assessed:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;

D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this paragraph unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.

(3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.

(e) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. §66.0907.

Section 2. Sec. 13-8, *Deferment of special assessments*, is hereby amended by repealing paragraph (a) and replacing it with the following:

(a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting, may be deferred by the Common Council, pursuant to the provisions of subsections (b)—(d) of this section and pursuant to section 13-9. Special assessments under this section shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.

Section 3. Sec. 13-9, *Deferment and payment of special assessments for newly annexed agriculturally zoned properties*, is hereby created to read:

Sec. 13-9. - Deferment and payment of special assessments for newly annexed agriculturally zoned properties.

(a) *Deferment of special assessments for newly annexed properties.* Except as provided below, special assessments for newly constructed street improvements and utilities levied against

unplatted, vacant or primarily agriculturally used property annexed into the city on or after January 1, 2016 shall be deferred without interest for a period not to exceed fifteen (15) years. Deferral of the special assessment shall expire upon the earlier of the following:

- (1) the benefitted property is subdivided;
- (2) the benefitted property subject is transferred as defined in Section 13-8(b) to any other person or entity;
- (3) the benefitted property is rezoned;
- (4) the benefitted property is connected to the utility improvement(s);
- (5) expiration of fifteen (15) years from the date of the special assessment.

(b) *Lis pendens*. No deferment of special assessments shall be permitted under this section unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

(c) *Payment of deferred special assessments for newly annexed properties*. Upon expiration of the deferred assessment period, payment of the deferred special assessments shall be as follows:

(1) Unless the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen (15) years, payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the expiration of the deferral.

(2) If the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen 15 years (“the additional deferral period”), payment of the special assessment shall continue to be deferred for up to an additional ten (10) year period (“the additional deferral period”) with interest accruing on such special assessments at the rate of 1% over the interest rate at which the city borrowed for installation of the improvements. The additional deferment period shall expire upon the earlier of the following:

- (1) the benefitted property is subdivided;
- (2) the benefitted property subject is transferred as defined in section 13-8(b) to any other person or entity;
- (3) the benefitted property is rezoned;
- (4) the benefitted property is connected to the utility improvement(s);
- (5) expiration of ten (10) years from the commencement of the additional deferral period.

Payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the termination of the additional deferral period.

Section 4. Sec. 13-9, *Deferment of special assessments for indigent persons*, is
renumbered Sec. 13-10.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 08/9/16

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Additional proposed revisions to Special Assessment Ordinance
 Date: August 16, 2016

As I was preparing the ordinance for the special assessment ordinance changes for the August 16, 2016 Council meeting, the need for several additional revisions to the current ordinance became apparent.

First, the proposed ordinance now includes several minor changes to §13-8 (Deferment of Special Assessment) to include references to new §13-9 (deferral for newly annexed agricultural property.)

Second, the best way to ensure that special assessments with long periods of deferral are picked up for collection is to record a notice of assessment deferral against the property. The most simple and effective way to do this is to record a *lis pendens* against the property with the county register of deeds; however, per statute, a controversy involving the property is required in order to have a right to file the document. Therefore, the ordinance revisions now proposed to include the requirement that the property owner consent to the filing of a *lis pendens* as a pre-requisite to being eligible for the deferred assessment. Further, this requirement of allowing a *lis pendens* to be filed is being added to the recently approved ordinance revisions concerning new storm sewer main/lateral installations in §§13-7(d)(1)d.iii and 13-7(d)(2)b.ii.

If you have any questions or concerns regarding these additions or the proposed ordinance amendment as a whole, please let me know.

JSL

City of De Pere MEMORANDUM



To: Finance and Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: August 10, 2016

RE: **Proposed changes to Municipal Code Section 13 – Special Assessments**

PROJECT SUMMARY

The City of De Pere Comprehensive Plan identifies a number of future growth areas, primarily focused around the southeast City boundary. Annexation into the City of De Pere is one way the City can grow. In order to foster an environment that is friendly to growth, we propose two ordinance changes. One creates an agricultural district in the Zoning Code and the other amends the Special Assessment Sections 13-7, 13-8 and 13-9, of the City Finances Code.

Agriculture District

The City does not have an agricultural zoning district that permits general farming (including livestock). Crop farming only is permitted in the Single Family Residence District (R-1). The intent of the Agricultural District is to permit general farming for properties that may join the City of De Pere, but may not be development ready. By including an Agricultural District in the City of De Pere Municipal Code, property owners with farming operations will be able to annex without becoming a non-conforming use. The Plan Commission reviewed and approved the Agricultural District at the July 25, 2016 meeting.

Special Assessment Revisions

The Special Assessment section is the focus of this agenda item. Most of the changes in the proposed document reflect policies that are currently in place, or have been supported by Council in the past. The substantive change proposes an automatic deferral of Special Assessments for recently annexed properties that are vacant and/or in agricultural use.

Automatic Deferral of Special Assessment

The ordinance includes language that would provide an automatic deferral (no separate Council approval required) of special assessments for recently annexed property that is vacant or used primarily for agriculture. The deferral would expire in 15 years, or earlier, if any of the following occur:

- (1) the benefitted property is subdivided
- (2) the benefitted property subject is transferred to any other person or entity
- (3) the benefitted property is rezoned
- (4) the benefitted property is connected to the utility improvement(s)

If the property remains undeveloped, or primarily agricultural, after 15 years, the special assessment will still be deferred, but interest (at 1% over the City cost of money) will accrue. This 'deferral extension period' can last a maximum of 10 years. At that time, the property owner would need to make full payment of the assessment or petition the Common Council for an extension.

Having the automatic deferral means that property owners considering joining the City of De Pere can evaluate the costs of annexation and costs of being in the City prior to going through the annexation process.

The current Special Assessment deferral provisions remain in place, which allow property owners to request deferral from the Common Council. This means that property already in the City that is undeveloped or in agricultural use can request a special assessment deferral from the Council if an infrastructure project is proposed.

As mentioned, other updates to this section codify current policies and practices as related to Special Assessments. Summarized, these include:

- Clarification about what is assessable and what is not assessable
- Additional detail provided about different assessment methodologies

A copy of the proposed ordinance and a copy of the existing ordinance are attached for your review.

Review Process:

After review and recommendation from the Finance and Personnel Committee, this item will be scheduled for the August 16, 2016 Common Council meeting.

As discussed, this ordinance change is part two of two-part approach to encourage growth. Another ordinance change that provides for an agricultural land use districts was approved by the Plan Commission on July 25, 2016. Both ordinance changes are anticipated to be reviewed by the City Council at the August 16, 2016 meeting.

If you have any questions about this item prior to the meeting, please do not hesitate to contact me at kflom@mail.de-pere.org or 920-339-4043.

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
- (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(b)

New infrastructure in existing development. Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

- (c) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.
 - (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:
 - a. *Cost share between the stormwater utility and property owner.*
 - i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.
 - ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.
 - b. *Method and basis of assessment.*
 - i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.
 - ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.
 - c.

Preliminary resolution. The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

- i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
 - ii. Direct the city engineer or designee to make a report thereon if not already completed;
 - iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
 - iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.
- d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:
- i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the storm sewer;

- D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.
 - e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.
 - f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in areas where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:
- a. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii.

Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.

- b. As to other property owners within the area assessed:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.
- (3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.
- (d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

(Ord. No. 14-12, § 1, 9-16-2014)

Editor's note— Ord. No. 14-12, § 1, adopted Sept. 16, 2014, repealed the former § 13-7, and enacted a new section as set out herein. The former § 13-7 pertained to new construction special assessments; interest; and letters of credit, and derived from Code 1974, § 5.09; and Ord. No. 06-46, § 1, adopted Dec. 19, 2006.

Sec. 13-8. - Deferment of special assessments.

- (a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting, may be deferred by the common council pursuant to the provisions of subsections (b)—(d) of this section. Special assessments shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.
- (b) *Property eligible.* Deferments may be granted for undeveloped land, defined as land used for farming, agricultural use or unplatted vacant land, or for land which, in the reasonable expectation of the common council, is contemplated to be taken by a governmental entity by the power of eminent domain. Deferments may be granted until such land is developed; i.e., subdivided by plat or certified survey map or otherwise improved or put to a higher use, or until the zoning classification is changed, or until transfer of title to the property by sale, inheritance, gift or will, or governmental exercise of the power of eminent domain. Deferments shall be granted for a period of no more than five years unless otherwise authorized and approved by agreement entered into by the common council at the time such deferment is granted or unless subsequently extended by the common council. Such agreement may also provide for other circumstances which may vary the causes of termination of the deferment period in situations where the common council determines that improvements are being installed at the current time for the convenience of the city and at the city's instigation. Upon expiration or termination of the deferment period, the special assessments shall become due and owing in full unless installment payments had been provided for, or set forth in any agreement, at the time the deferment was granted.
- (c) *Interest.* Interest may be charged during the deferment period. The interest rate may be established at an annual rate to be determined by the common council at the time the deferment is granted.
- (d) *Conditions.* The common council may impose reasonable conditions upon any deferment, which conditions shall be determined by the common council at the time the deferment is granted.

(Code 1974, § 5.10; Ord. No. 06-46, §§ 1, 2, 12-19-2006)

Sec. 13-9. - Deferment of special assessments for indigent persons.

- (a) *Deferment of special assessments.* Any special assessment levied against property owned by indigent persons may be deferred by the council. Such property shall be only owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of special assessments levied against such property.
- (b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.
- (c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.
- (d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for indigence no longer exists, the special assessment shall be due and owing in full.
- (e) *Application.* Application for deferment shall be made to the council upon an affidavit form provided by the clerk-treasurer verified by each applicant.
 - (1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist the city to evaluate such application.
 - (2) The above schedule of net worth and income shall be considered and treated as privileged information and shall not be made public without the applicant's consent.
 - (3) Applications shall be reviewed by the finance committee which shall recommend the grant or denial of deferments to the common council.
- (f) *Notification of clerk-treasurer of increases.* The applicant shall notify the clerk-treasurer when his or her asset and/or annual income increases.
- (g)

Providing false or incomplete information. If the applicant willfully provides false or incomplete information, the basis for indigence shall no longer exist and the special assessments shall become due and owing in full.

- (h) *Interest; deferment period.* Interest shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

(Code 1974, § 5.11; Ord. No. 06-46, § 1, 12-19-2006; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) Public Improvements Assessment Overview

1) Non-Assessable Improvements. Non-assessable improvements are those that service a parcel that already has the improvement. Examples include:

- a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.
- b. Utility reconstruction.
- c. Asphalt or concrete street resurfacing.
- d. Storm water management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall City requirements for regulatory permitting.
- e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in City right of way.
- f. Street light additions to existing streets.

2) Assessable Projects. Assessable projects are projects that receive a benefit from new infrastructure and street construction project and from sidewalk construction. Examples include:

- a. New infrastructure construction to a new development (new streets, storm, sanitary, water et al).
- b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
- c. New or additional laterals to an existing lot.
- d. Storm water management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.
- e. Driveway aprons for new projects and replacement of gravel drives to the City Standard.
- f. New construction and reconstruction of sidewalk.
- g. Street lights for new street construction.

3) Assessment methodologies.

a. Front Foot Method

When this method is used, benefit is determined to be proportional to the front footage of the property as follows:

- i. Assessable footages for improvement will be the linear foot as measured along the building setback line extended to intersect with the property line. When determining assessable footage, all property adjacent to and benefited by the improvement will be assessed. This includes all publically owned property. Improvements constructed within the intersection will be assessed to the benefited properties.

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- ii. On corner lots that have or will have new infrastructure in each street adjacent to the property for the entire length of each side, a reduction of 1/3 the combined total lot footage, as measured along the building setback line is made up to a maximum of 60 feet. On corner lots that will have new infrastructure on only one street, assessable footage is measured along the building setback line on the side where the utility is installed with no reduction made.
- iii. In the event that new infrastructure is constructed on the front and back of a property, and there is no ability to split the property, the property will be assessed at the footage along the building setback line on the side of lot where the property is connected to the new infrastructure.
- iv. When new utility construction associated with new development is constructed along a property line common to adjacent interior lots, the assessable footage will be measured as a standard interior lot having a utility constructed in the street disregarding the fact it may have a utility on two sides of the lot.
- v. Public improvements installed along the City Edge will be assessed to benefitting properties. The Utility will cover the costs for the utilities on the non-City side. Should the property annex or an agreement approved for shared infrastructure, the City utility will attempt to recover the costs. (Need to define City Edge. A previous definition we had discussed was: City Edge – Development that occurs along a City edge that is common with the Village or Town.)

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b. Lot or Connection Method

The lot or connection method allocates costs and special assessments on the assumption that every lot or every connection to the public facilities received the same benefit regardless of the difference in the size or shape of the lot. The use of this neighborhood and there exists some uniformity as to the types of uses on the property.

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c. Regional Method

The regional method allocates cost for improvements to benefitting properties based on area or flow. In the case of improvements such as interceptor sewer costs (including those from the Green Bay Metropolitan Sewerage District), lift stations and force mains, water towers, and regional storm water management facilities, benefits would be normally more closely associated with an area or a calculated flow generation.

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The use of this method will require establishment of a per unit cost for the specific improvement, which will be the net developable area or calculated flow rate for areas receiving the improvement.

d. Square Foot Method

The square foot method allocates costs based on the square foot of an improvement that a property receives. Costs are determined based on the actual cost to provide the benefit. This method is generally used for driveway and sidewalk improvements.

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e. Combination Methods

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A combination of methods may be required for a specific project in particular, on new development. For new contiguous development, improvement costs are paid by the developer. All assessable costs are generally calculated on a per lot basis. For new, non-contiguous development, improvement costs are calculated on a combination of front foot and per lot basis as follows:

- i. Costs for utility extensions to service the development are calculated on a per front foot basis. All properties that benefit from the installation of the new utility will be assessed on a linear foot basis as determined by the engineer. Properties that do not benefit from the new utility will not be assessed. IF the new utility is installed for the need of the new development, the developer will be responsible for all non-benefitting utility costs.
- ii. Costs for improvements internal to the new development are generally calculated on a per lot basis. The costs for utilities at non-benefitting properties will be generally be included in the per lot basis.

(ab) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
- (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(bc) *New infrastructure in existing development.* Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(ed) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.

- (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

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a. *Cost share between the stormwater utility and property owner.*

i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.

A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 12-inch diameter storm sewer main with a lot width of sixty (60) feet at the right of way.

B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right of way.

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ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.

A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a six-inch diameter storm lateral with a lot width of sixty (60) feet at the right of way.

B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of a 6-inch, 8-inch or 12-inch diameter storm sewer lateral as determined by the development on the parcel, with a lot width at the right of way of seventy (70) lineal feet.

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b. *Method and basis of assessment.*

i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.

ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.

c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

- i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
- ii. Direct the city engineer or designee to make a report thereon if not already completed;
- iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
- iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.

d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

- i. No interest imputed if payment of assessment made in full within 30 days of invoice;
- ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this section unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.

e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.

f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.

(2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm

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drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:

a. As to the property owner requesting mini-sewer installation:

- i. No interest imputed if paid in full within 30 days of invoice;
- ii. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.

b. As to other property owners within the area assessed:

- i. No interest imputed if payment of assessment made in full within 30 days of invoice;
- ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

No deferment of special assessments shall be permitted under this section unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefited property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

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iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.

(3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.

(d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

Sec. 13-8. - Deferment of special assessments.

(a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting, may be deferred by the Common Council, pursuant to the

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provisions of subsections (b)—(d) of this section and pursuant to section 13-9. Special assessments under this section shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.

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(b) Property eligible. Deferments may be granted for undeveloped land, defined as land used for farming, agricultural use or unplatted vacant land, or for land which, in the reasonable expectation of the common council, is contemplated to be taken by a governmental entity by the power of eminent domain. Deferments may be granted until such land is developed; i.e., subdivided by plat or certified survey map or otherwise improved or put to a higher use, or until the zoning classification is changed, or until transfer of title to the property by sale, inheritance, gift or will, or governmental exercise of the power of eminent domain. Deferments shall be granted for a period of no more than five years unless otherwise authorized and approved by agreement entered into by the common council at the time such deferment is granted or unless subsequently extended by the common council. Such agreement may also provide for other circumstances which may vary the causes of termination of the deferment period in situations where the common council determines that improvements are being installed at the current time for the convenience of the city and at the city's instigation. Upon expiration or termination of the deferment period, the special assessments shall become due and owing in full unless installment payments had been provided for, or set forth in any agreement, at the time the deferment was granted.

(c) Interest. Interest may be charged during the deferment period. The interest rate may be established at an annual rate to be determined by the common council at the time the deferment is granted.

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(d) Conditions. The common council may impose reasonable conditions upon any deferment, which conditions shall be determined by the common council at the time the deferment is granted.

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(Code 1974, § 5.10; Ord. No. 06-46, §§ 1, 2, 12-19-2006)

Sec. 13-9. - Deferment and payment of special assessments for newly annexed agriculturally zoned properties.

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(a) Deferment of special assessments for newly annexed properties. Except as provided below, special assessments for newly constructed street improvements and utilities levied against unplatted, vacant or primarily agriculturally used property annexed into the city on or after January 1, 2016 shall be deferred without interest for a period not to exceed fifteen (15) years. Deferral of the special assessment shall expire upon the earlier of the following:

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(1) the benefitted property is subdivided;

(2) the benefitted property subject is transferred as defined in Section 13-8(b) to any other person or entity;

(3) the benefitted property is rezoned;

(4) the benefitted property is connected to the utility improvement(s);

(5) expiration of fifteen (15) years from the date of the special assessment.

(b) Lis pendens. No deferment of special assessments shall be permitted under this section, unless the property owner consents to the filing and maintenance of a lis pendens notifying subsequent purchasers about the existence of the deferred assessments against the benefitted property by the city. Such lis pendens shall be released by the city upon payment of such special assessments in full.

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(c) Payment of deferred special assessments for newly annexed properties. Upon expiration of the deferred assessment period, payment of the deferred special assessments shall be as follows:

(1) Unless the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen (15) years, payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the expiration of the deferral.

(2) If the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen 15 years ("the additional deferral period"), payment of the special assessment shall continue to be deferred for up to an additional ten (10) year period ("the additional deferral period) with interest accruing on such special assessments at the rate of 1% over the interest rate at which the city borrowed for installation of the improvements. The additional deferment period shall expire upon the earlier of the following:

(1) the benefitted property is subdivided;

(2) the benefitted property subject is transferred as defined in section 13-8(b) to any other person or entity;

(3) the benefitted property is rezoned;

(4) the benefitted property is connected to the utility improvement(s);

(5) expiration of ten (10) years from the commencement of the additional deferral period.

Payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the termination of the additional deferral period.

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-84 Extending Sidewalk Installation Order for Parcel WD-1683 (2322 Samantha Street)

The Board of Public Works at the August 8, 2016 meeting approved the one year extension request for sidewalk installation at 2322 Samantha Street.

Background and Discussion

Earlier this year, sidewalk was ordered in by the Board of Public Works for 2322 Samantha Street. The property owner has submitted a request for an extension. Per the attached e-mail, the property owner states the following:

“I am requesting an extension of time for the required installation of sidewalk on the lot at 2322 Samantha Street, De Pere, WI. The shed has been removed. The lot had been sold with a closing due 6/30/16. However, the buyer notified me today that she is no longer going ahead with the purchase. An extension would allow me time to find another buyer or developing it myself.”

ATTACHMENTS:

- Reso16-84 (PDF)
- Email Request for Sidewalk Extension (PDF)

RESOLUTION #16-84

EXTENDING SIDEWALK INSTALLATION ORDER
FOR PARCEL WD-1683 (2322 SAMANTHA STREET)

WHEREAS, the Common Council adopted Resolution 16-45 on April 19, 2016, ordering the installation of sidewalks at various locations, including in the City right-of-way adjacent to Parcel WD-1683 (2322 Samantha Street); and

WHEREAS, Daniel L. and Judith Burgoyne, owners of Parcel WD-1683, have requested an extension to comply with the installation of this sidewalk to allow additional time to find a new buyer for the property, or additional time for the owners to complete installation themselves, due to a recent pending real estate transaction to sell the property failing to close; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The owners of Parcel WD-1683 shall have until July 1, 2017, to complete construction of the sidewalk along and in the City right-of-way adjacent to such parcel on Samantha Street, such sidewalk to be constructed in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council.

BE IT FURTHER RESOLVED THAT:

Should the owners of such property fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owners. If the City does such work and the owners fail to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

Resolution #16-84
Page 2 of 2

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-84 (5021 : Resolution #16-84 Extending Sidewalk Installation Order - 2322 Samantha Street)

Eric Rakers

From: Eric Rakers
Sent: Thursday, August 04, 2016 8:55 AM
To: Eric Rakers
Subject: FW: Sidewalk installing

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

From: Judy Burgoyne [<mailto:dan1judy2@aol.com>]
Sent: Tuesday, June 21, 2016 12:08 PM
To: Michael P. Joosten
Subject: Sidewalk installing

I am requesting an extension of time for the required installation of sidewalk on the lot at 2322 Samantha Street, De Pere, Wi. The shed has been removed. The lot had been sold with a closing due 6/30/16. However, the buyer notified me today that she is no longer going ahead with the purchase. An extension would allow me time to find another buyer or developing it myself.

Dan Burgoyne
336-4411
dan1judy2@aol.com

Sent from my iPad

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-85, Authorizing Partial Release of Utility Easement

The Board of Public Works at the August 8, 2016 meeting approved the easement vacation request for the easement bisecting the newly consolidated lot at 1820 Enterprise Drive, parcels ED-F0100-C-2 and ED-F0100-C-3.

PROJECT SUMMARY

Sierra Coatings is working on a major building expansion in the East Industrial Park. As part of the project, the consolidated two lots and have requested the vacation of an easement bisecting the newly consolidated lot.

There are no existing City or WPS utilities in the easement. WPS and AT&T are supportive of the easement vacation. At the time of this memo, staff has not heard from Time Warner or Nsight but a Diggers Hotline search completed by the engineering company indicated that there are no other utilities in the easement.

If approved by the Board of Public Works, De Pere Legal Staff will draft an Easement Discontinuance Document for Council review.

A copy of the recently recorded CSM, a partial release from WPS that includes the legal description, and the project site plan are attached for review.

ATTACHMENTS:

- Reso16-85 (PDF)
- Reso 16-85 Exhibit 1 (PDF)
- 61 CSM 315 (PDF)
- Partial Release of easement 23CSM99 (PDF)
- APPROVED SITE PLAN 8-2016 (PDF)

RESOLUTION #16-85

AUTHORIZING PARTIAL RELEASE OF UTILITY EASEMENT
(Enterprise Drive)

WHEREAS, a utility easement exists between Parcels ED-F0100-C-2 and ED-F0100-C-3 located at 1820 Enterprise Drive in addition to the utility easement adjacent to Enterprise Drive; and

WHEREAS, the City has received a request to release such interior utility easement as there are no utilities in this easement and it is no longer needed; and

WHEREAS, the Board of Public Works has reviewed such release of the interior utility easement and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Partial Release of Utility Easement attached hereto and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-85 (5024 : Resolution #16-85 Authorizing Partial Release of Utility Easement at 1820 Enterprise.)

Document Number

PARTIAL RELEASE OF UTILITY EASEMENT

The City of De Pere, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain public utility easement affecting the following described real property:

The South 6 feet of Lot 2 and the North 6 feet of Lot 3, except the East 12 feet and the West 20 feet thereof, designated as the Utility Easement on Certified Survey Map No. 3948, Recorded in the Brown County Register of Deeds Volume 23 of Certified Survey Maps on Page 99 as Document 1218967, being part of the South One-Half of the Northwest Quarter (S-1/2-NW 1/4) of Section 34, Township 23 North, Range 20 East, being part of the City of De Pere, County of Brown, State of Wisconsin.

A map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

Signed this _____ day of _____, 2016.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

ED-F0100-C-2 and ED-F0100-C-3

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
Brown County) ss.
)

This instrument was acknowledged before me on this ____ day of _____, 2016 by the above named person(s).

(Signature, Notary Public, State of Wisconsin)

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

My commission expires: _____

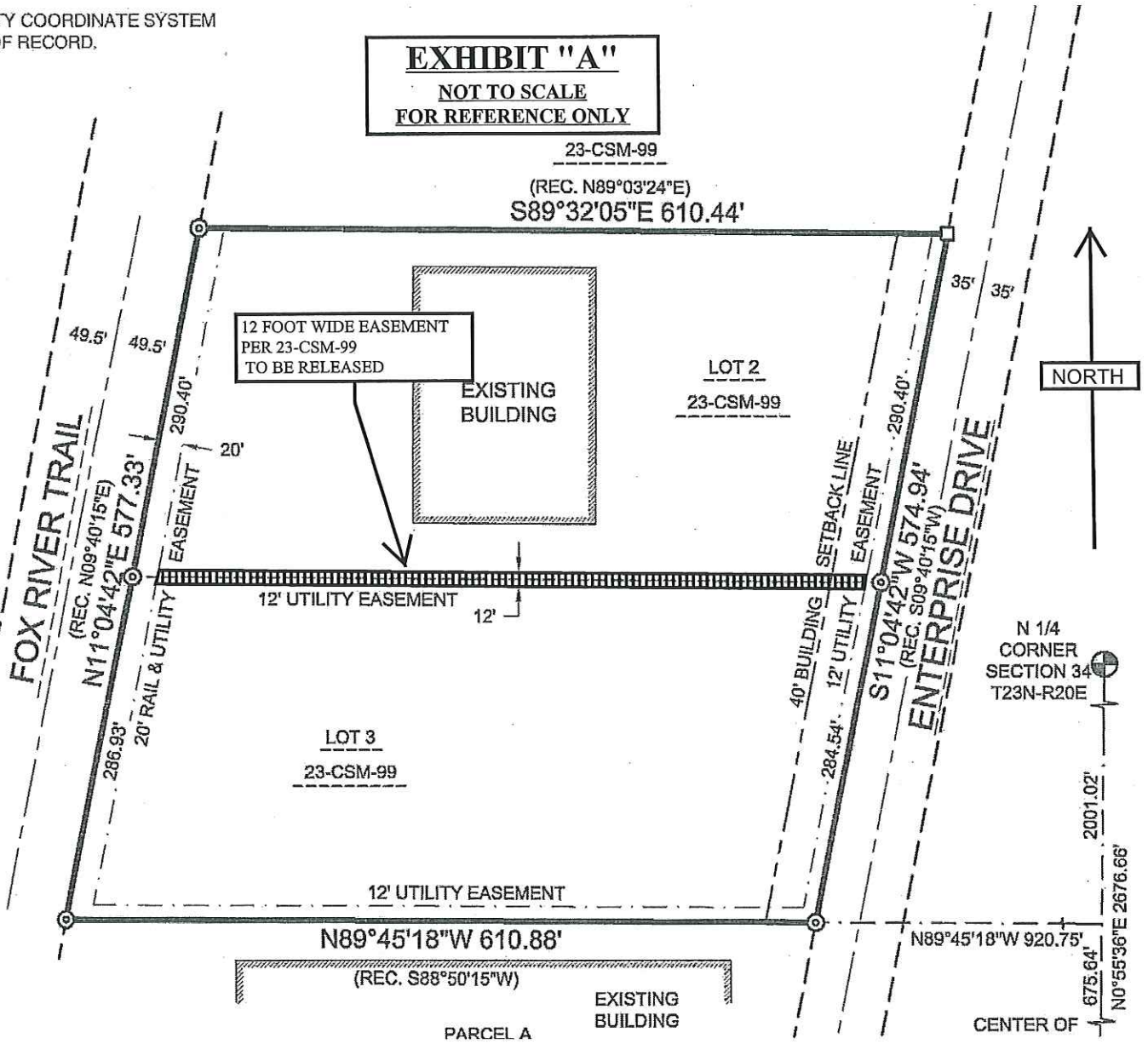
(SEAL)

This document was drafted by Judith Schmidt-Lehman.

H:\azills\Legal Documents\2016\Release of 12 'Utility Easement - Enterprise Drive.docx

BROWN COUNTY COORDINATE SYSTEM
OF RECORD.

EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY



8687

2749543

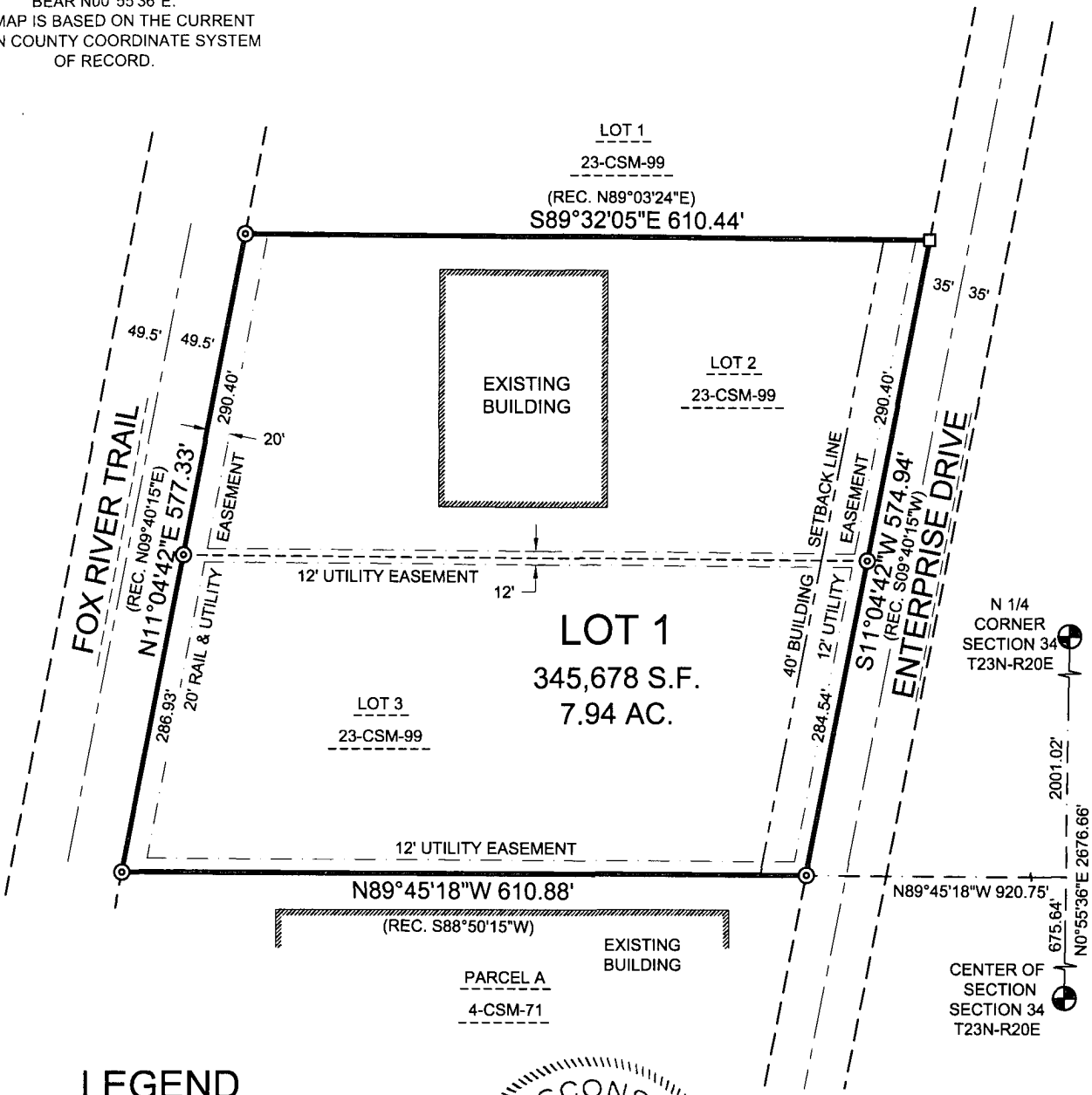
CERTIFIED SURVEY MAP

A COMBINATION OF LANDS RECORDED IN DOCUMENT NUMBER 1720352 AND DOCUMENT NUMBER 2631733, BEING ALL OF LOTS 2 AND 3 OF VOLUME 23, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #3948-DOCUMENT #1218967), ALL OF BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



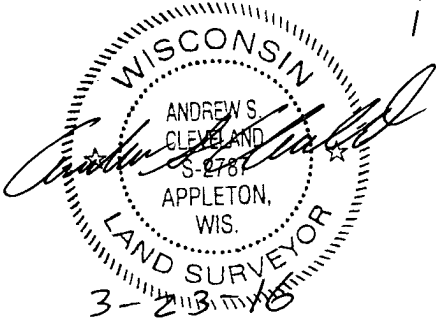
GRAPHIC SCALE

NORTH IS REFERENCED TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, RECORDED TO BEAR N00°55'36"E. THIS MAP IS BASED ON THE CURRENT BROWN COUNTY COORDINATE SYSTEM OF RECORD.



LEGEND

- ⊙ 1" IRON PIPE FOUND
- EXISTING MAG NAIL
- ⊙ MONUMENT FOUND



Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

CLIENT: SIERRA COATINGS
DRAFTED BY: RJO
TAX PARCEL NO.: ED-F0100-C-2 & ED-F0100-C-3

SCALE:
1"=150'

SHEET ONE OF TWO
PROJECT NO. 1084-01-16
DRAWING NO. 1180

Attachment: 61 CSM 315 (5024 : Resolution #16-85 Authorizing Partial Release of Utility Easement at 1820 Enterprise.)

VOL 61 PAGE 315

2749543

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

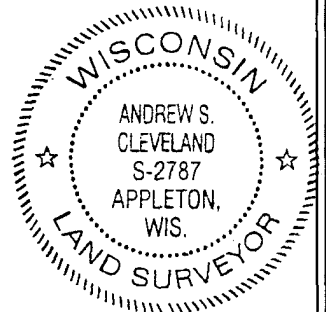
I, ANDREW S. CLEVELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP IS NOT A DIVISION OF PROPERTY BUT SOLELY A COMBINATION AND DEPICTION OF THE LAND BOUNDARIES RECORDED IN DOCUMENT NUMBER 1720352 AND 2631733, BROWN COUNTY RECORDS, INTO A SINGLE PARCEL, BEING ALL OF LOTS 2 AND 3 OF VOLUME 23, CERTIFIED SURVEY MAPS, PAGE 99 (MAP #3948-DOCUMENT #1218967), BROWN COUNTY RECORDS, LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 345,678 SQ. FT. / 7.94 ACRES OF LAND, MORE OR LESS.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THIS CERTIFIED SURVEY MAP IS ALL OF TAX PARCEL NUMBERS: ED-F0100-C-2 & ED-F0100-C-3

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEY AND THE COMBINATION OF THAT LAND. THAT I HAVE MADE SUCH A SURVEY, AND PLAT BY THE DIRECTION OF THE OWNERS LISTED HEREON. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF DE PERE PLANNING COMMISSION IN SURVEYING, COMBINING, AND MAPPING THE SAME.


ANDREW S. CLEVELAND PLS-2787
MARCH 23, 2016

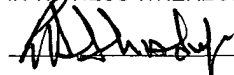


LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

SIERRA COATINGS TECHNOLOGIES LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, DOES HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, MAPPED AND COMBINED AS REPRESENTED HEREON. SIERRA COATINGS TECHNOLOGIES LLC ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

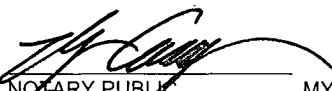
CITY OF DE PERE

IN WITNESS WHEREOF, THE SAID SIERRA COATINGS TECHNOLOGIES LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY

 ITS MEMBER, ON THIS 13 DAY OF June, 2016

Robert A. Shade, Jr.
MEMBER

PERSONALLY CAME BEFORE ME THIS 13 DAY OF JUNE, 2016. THE ABOVE NAMED MEMBER OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH MEMBER AS THE DEED OF SAID LIMITED LIABILITY COMPANY, BY ITS AUTHORITY.


NOTARY PUBLIC MY COMMISSION EXPIRES 09/08/2017
Brown COUNTY, WISCONSIN

STATE OF WISCONSIN]
COUNTY OF Brown] SS



CERTIFICATE FOR THE CITY OF DE PERE

APPROVED FOR THE CITY OF DE PERE THIS 28th DAY OF June, 2016


SHANA D. BERNET
DE PERE-CLERK/TREASURER

RESTRICTIVE COVENANTS FROM 23-CSM-99:

- 1) THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE SUBDIVIDER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
- 2) EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

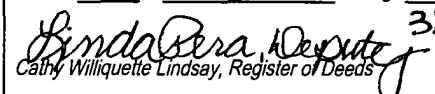
Office of the Register of Deeds
Brown County, Wisconsin

Received for Record July 1st, 2016

at 2:50 o'clock P M and recorded as

Document # 2749543 in

Volume 61 of CSM's on Page 315


Cathy Williquette Lindsay, Register of Deeds

Mach IV

Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

CLIENT: SIERRA COATINGS
DRAFTED BY: RJO
TAX PARCEL NO.: ED-F0100-C-2 &
ED-F0100-C-3

SCALE:

SHEET TWO OF TWO
PROJECT NO. 1084-01-16
DRAWING NO. 1180

VOL 61 PAGE 316

Packet Pg. 77

Attachment: 61 CSM 315 (5024 : Resolution #16-85 Authorizing Partial Release of Utility Easement at 1820 Enterprise.)

01143R-

DOCUMENT NUMBER

PARTIAL RELEASE OF PLATTED EASEMENT RIGHT

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation with general offices in the City of Green Bay, Brown County, Wisconsin, releases all right, title and interest that it may have in a certain public utility easement, more particularly described as follows;

The South 6 feet of Lot 2 and the North 6 feet of Lot 3, except the East 12 feet and the West 20 feet thereof, designated as the Utility Easement on Certified Survey Map No. 3948, Recorded in the Brown County Register of Deeds Volume 23 of Certified Survey Maps on Page 99 as Document 1218967, being part of the South One-Half of the Northwest Quarter (S-1/2-NW1/4) of Section 34, Township 23 North, Range 20 East, being part of the **City of De Pere, County of Brown, State of Wisconsin**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)

ED-F0100-C-2**ED-F0100-C-3**

Attached to the release as Exhibit A is a map showing the portion of the public utility easement to which the undersigned is relinquishing its rights.

IN WITNESS WHEREOF, Wisconsin Public Service Corporation, has caused these presents to be executed in its corporate name by its proper officer duly authorized this ____ day of _____, 2016.

WISCONSIN PUBLIC SERVICE CORPORATION

By: _____

Vernon J. Peterson

Vice President, Wisconsin Electric Distribution – Asset Management

STATE OF WISCONSIN)

) SS

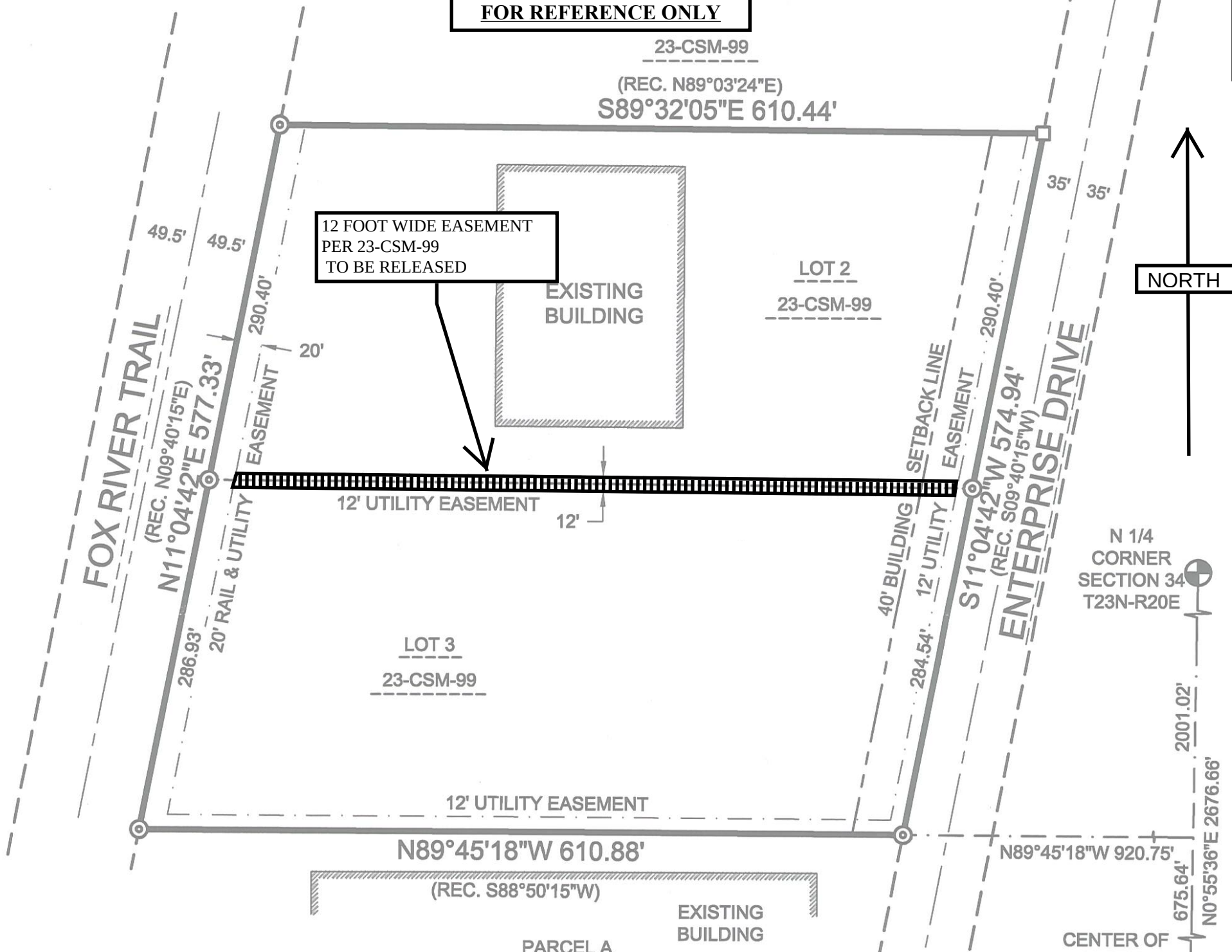
COUNTY OF BROWN)

Personally came before me this ____, of _____, 2016, the above named **Vernon J. Peterson** - Vice President, Wisconsin Electric Distribution – Asset Management of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as and for the act and deed of said Corporation.

Notary Public, Brown County, Wisconsin
My Commission Expires:

This instrument drafted by: Jacob Braun
Integrus Business Support, LLC

EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY



SITE PLAN



Keller

PLANNERS | ARCHITECTS | BUILDERS

FOX CITIES
N216 State Road 55
P.O. Box 620
Kaukauna, WI 54130
PHONE (920) 766-5795 /
1-800-236-2534
FAX (920) 766-5004

MADISON
3308 Nursery Drive
Middleton, WI 53562
PHONE (608) 445-2245

MILWAUKEE
WITT N856 Rivercrest Dr.
Suite 104
Germantown, WI 53022
PHONE (262) 250-0710
1-800-236-2534
FAX (262) 250-0740

WAUSAU
3608 Stewart Avenue
Suite B
Wausau, WI 54401
PHONE (715) 849-2141
FAX (715) 849-3181

www.kellerbuilds.com

SHEET KEY NOTES:

- 1 HEAVY DUTY ASPHALT; SEE DETAIL A SHEET C6.0
- 2 CONCRETE PAD; SEE DETAIL B SHEET C6.0
- 3 STOOP LOCATION; REFER TO ARCHITECTURAL DRAWINGS
- 4 NEW TRANSFORMER LOCATION
- 5 BOLLARD; SEE DETAIL C SHEET C6.0
- 6 4" WIDE WHITE PAINT STRIPE MATCH EXISTING
- 7 3" WIDE RODENT RUN
- 8 CONCRETE DRIVEWAY APRON PER CITY OF DE PERE STANDARDS

GENERAL NOTE

1. EAST ELEVATION WALL IS PLANNED AS AN EXPANSION AREA. IF EXPANSION HAS NOT OCCURRED WITHIN 5 YEARS OF SITE PLAN APPROVAL, THE ELEVATION WILL BE RENOVATED TO MEET THE MATERIAL REQUIREMENTS OF THE ZONING ORDINANCE.

SITE STATISTICS

PARCEL ADDRESS: 1820 ENTERPRISE DR
PARCEL NUMBER: ED-F0100-C-2 AND ED-F0100-C-3
PARCEL SIZE: 345,678 (7.94 ACRES)
ZONING: I-1; INDUSTRIAL PARK DISTRICT

EXISTING SITE
GREEN SPACE: 262,556 SF (76.0%)
IMPERVIOUS AREA
BUILDING: 31,500 SF (9.1%)
PAVEMENT: 51,622 SF (14.9%)
TOTAL IMPERVIOUS: 83,122 SF (24.0%)

PROPOSED SITE
TOTAL DISTURBED AREA: 202,245 SF (4.64 ACRES)
GREEN SPACE REQUIRED: 20%
GREEN SPACE PROVIDED: 192,019 SF (55.6%)
IMPERVIOUS AREA
BUILDING: 65,115 SF (18.8%)
PAVEMENT: 88,544 SF (25.6%)
TOTAL IMPERVIOUS: 153,659 SF (44.4%)

PARKING PROVIDED
PARKING SPACES REQ'D/CALCS: 1 PER 1,000 SF OR
1 PER 2 EMPLOYEES WHICHEVER GREATER
65,115 SF / 1,000 SF = 66 STALLS
22 NUMBER OF EMPLOYEES

PARKING SPACES PROVIDED: 49

FLOOR AREA RATIO: .2

PROPOSED FOR:

SIERRA COATING TECHNOLOGY, LLC

WISCONSIN

DE PERE

"COPYRIGHT NOTICE"

This design, drawing and detail is the copyrighted property of KELLER, INC. No part hereof shall be copied, duplicated, distributed, disclosed or made available to anyone without the expressed written consent of KELLER, INC.

REVISIONS

- | | |
|---|--------------------------|
| 1 | PER CITY COMMENTS 6/6/16 |
| 2 | |
| 3 | |
| 4 | |

PROJECT MANAGER:

C. VANDEWETTERING

DESIGNER

R. MACH

DRAWN BY:

R. HERTER

EXPEDITOR:

S. TIMM

SUPERVISOR:

D. DYCE

CONTRACT NO:

P16038

IED NO:

62090

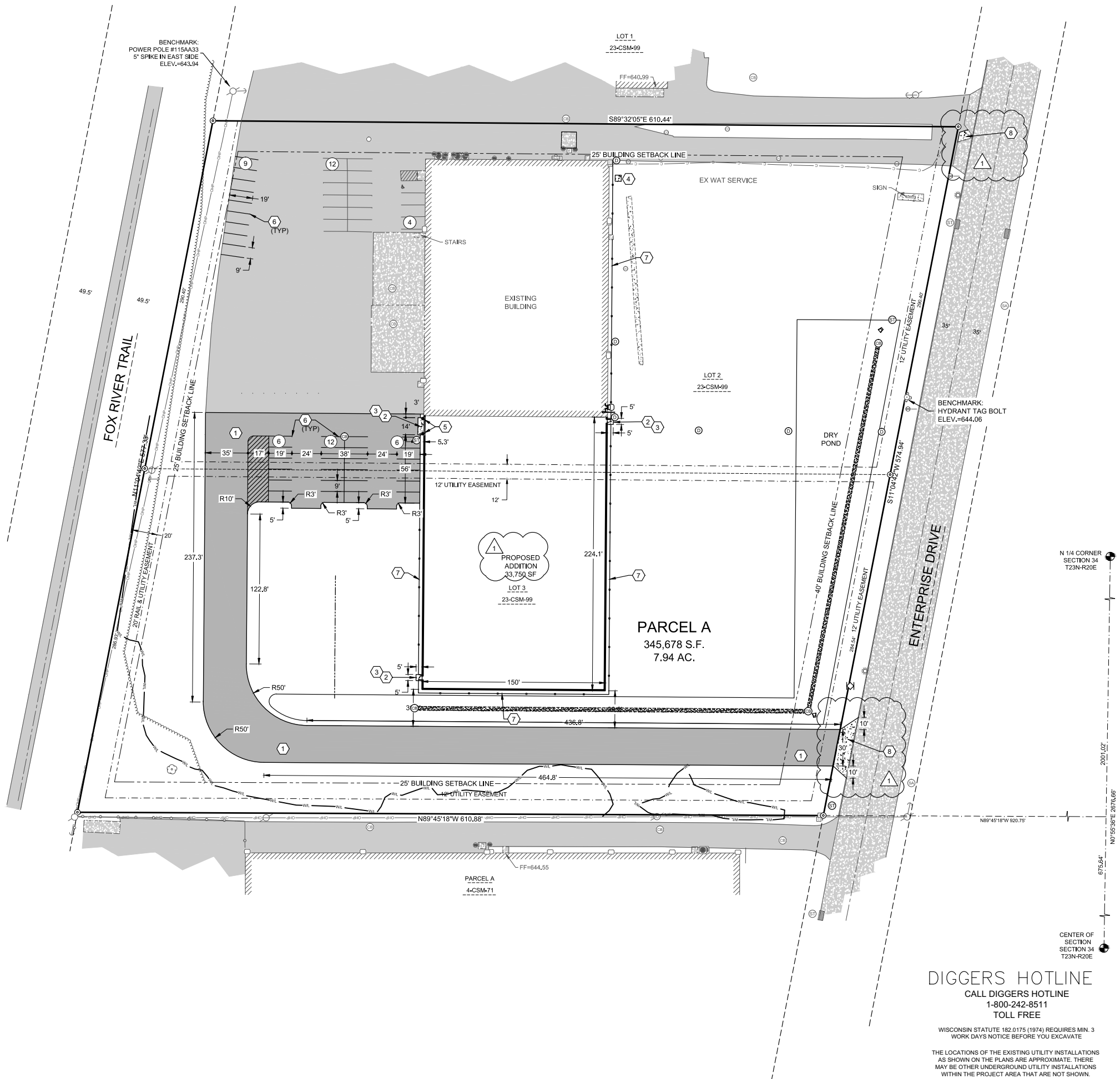
DATE:

05/05/2016

SHEET:

C2.0

12.e



DIGGERS HOTLINE

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WISCONSIN STATUTE 182.0175 (1974) REQUIRES MIN. 3
WORK DAYS NOTICE BEFORE YOU EXCAVATE

THE LOCATIONS OF THE EXISTING UTILITY INSTALLATIONS
AS SHOWN ON THE PLANS ARE APPROXIMATE. THERE
MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS
WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI 54303
Ph: 920-569-5765 Fax: 920-569-5767
Project Number: 1084-01-16



BEARINGS ARE REFERENCED TO THE
EAST LINE OF THE NORTHWEST 1/4 OF
SECTION 34, T23N-R20E, RECORDED TO
BEAR N00°55'38"E



City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #16-86, Authorizing Amendment and Second Amendment to Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road

ATTACHMENTS:

- Reso16-86 (PDF)
- Reso16-86 Exhibit A (PDF)
- Reso16-86 Exhibit B (PDF)

RESOLUTION #16-86

AUTHORIZING AMENDMENT AND SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF DE PERE AND KCS INC. REGARDING THE SALE AND
PURCHASE OF CERTAIN PROPERTY AND REGARDING THE VACATION
OF A PORTION OF RICHCO ROAD

WHEREAS, the City of De Pere ("City) and KCS, Inc. ("KCS") are parties to an Agreement Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road ("the Agreement"); and

WHEREAS, the Agreement is in need of certain amendments, namely:

1. Correcting language concerning title insurance in Article I, Section C.3; and
2. Providing for reimbursement to City for costs incurred for environmental testing and remediation; and

WHEREAS, the Agreement Amendments, attached and incorporated as Exhibits A & B, accomplish such amendments.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment and Second Amendment to Agreement Between the City of De Pere and KCS, Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road, as are attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Resolution #16-86
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT A

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DE PERE
AND KCS INC. REGARDING THE SALE AND PURCHASE OF
CERTAIN PROPERTY AND REGARDING THE
VACATION OF A PORTION OF RICHCO ROAD**

This Amendment is entered into this _____ day of _____, 2016, with respect to that certain Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road, dated March 10, 2016 ("Agreement"), which Agreement was entered into between the City of De Pere and KCS Inc. and which Agreement is incorporated herein by reference.

1. The first sentence of Article 1, Section C.3 (Evidence of Title/Title Defects) is hereby amended to state:

"KCS shall at its own expense, provide title insurance for the Fee Parcels to be conveyed and shall forward a copy of the commitment of such title insurance to Developer no later than ten (10) days following City's written notification to KCS that the contingencies of sale have been satisfied or waived."

2. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

KCS INC.

By:

K.C. Stock
K.C. Stock

STATE OF WISCONSIN)

: SS

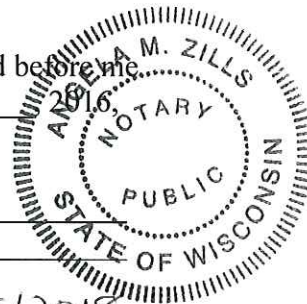
BROWN COUNTY)

This instrument was acknowledged before me
on the 4th day of August, 2016,
by K.C. Stock of KCS Inc.

Angela M. Zills
Angela M. Zills

Notary Public, State of Wisconsin

My commission expires on 4/15/2018.



CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

: SS

BROWN COUNTY)

This instrument was acknowledged before me
 on the _____ day of _____, 2016,
 by Michael J. Walsh, Mayor and Shana D.
 Ledvina, Clerk-Treasurer of the City of De
 Pere.

 Notary Public, State of Wisconsin

 My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

H:\dupont\Agreements\2016\KCS - Amendment 3-16-135-002-16.docx

EXHIBIT B

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DE PERE
AND KCS INC. REGARDING THE SALE AND PURCHASE OF
CERTAIN PROPERTY AND REGARDING THE
VACATION OF A PORTION OF RICHCO ROAD**

This Amendment is entered into this _____ day of _____, 2016, with respect to that certain Agreement Between the City of De Pere and KCS Inc. Regarding the Sale and Purchase of Certain Property and Regarding the Vacation of a Portion of Richco Road, dated March 10, 2016 ("Agreement") and amended as of _____ (the "Agreement"), which Agreement is incorporated herein by reference.

1. Article IV, Section A.7 (Environmental Warranties and Indemnities; Reimbursement for Environmental Remediation Costs) is hereby created to read:

"KCS agrees to, and at its own expense, reimburse City for all costs incurred by City for such testing and remediation of environmental conditions on the fee parcel. City agrees that it shall select the most cost-effective remediation from any remediation alternatives approved by the Wisconsin Department of Natural Resources.

2. Terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any inconsistency between the terms of this Amendment and the Agreement, this Amendment shall control. All other terms, covenants and conditions contained in the Agreement shall remain in full force and effect.

3. This Amendment may be executed in any number of counterparts, all of which together shall constitute a single Amendment. Facsimile and email (pdf. format) signatures shall be accepted by the parties and shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

KCS INC.

By:

K.C. Stock

K.C. Stock

STATE OF WISCONSIN)

: SS

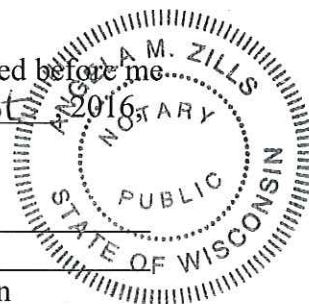
BROWN COUNTY)

This instrument was acknowledged before me
on the 4th day of August, 2016
by K.C. Stock of KCS Inc.

Angela M. Zills
Angela M. Zills

Notary Public, State of Wisconsin

My commission expires on 4/15/2018.



CITY OF DE PERE

By:

STATE OF WISCONSIN)

: SS

BROWN COUNTY)

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

This instrument was acknowledged before me
on the _____ day of _____, 2016,
by Michael J. Walsh, Mayor and Shana D.
Ledvina, Clerk-Treasurer of the City of De
Pere.

Notary Public, State of Wisconsin

My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-87, Authorizing WI-CORS-NET Cooperative Agreement with the Wisconsin Department of Transportation

The Board of Public Works at the August 8, 2016 meeting approved the agreement with the Wisconsin Department of Transportation to establish a Wisconsin Continuously Operating Reference Station on the City's wastewater treatment plant.

Background

In 2006 the City of De Pere entered into an agreement with the Wisconsin Department of Transportation (WisDOT) to establish a Wisconsin Continuously Operating Reference Station (WISCORS) on the City's wastewater treatment plant. This program is a system of GPS receivers permanently fixed at sites located in cities, counties, and villages throughout Wisconsin that provide positions for surveying. City staff uses this system for the majority of our survey.

The WISCORS facility is located near the treatment plant that was sold to the Green Bay Metropolitan Sewerage District. The electric and internet service is from the treatment plant and the antenna is located on a berm in the Brown County Fairgrounds. Brown County is eliminating the berm. Because of this, the WISCORS facility needs to be moved. A new site has been identified in the Central Brown County Water Authority connection building at American Boulevard and Builders Way.

An agreement between the City and WisDOT is required for the WISCORS facility. A copy of the agreement has attached. Highlights of the agreement include:

- All construction paid by WisDOT.
- Internet to building and fees paid by WisDOT.
- GPS receiver and all hardware provided by WisDOT.
- The City will receive two logins.
- WisDOT will install two 2nd order benchmarks to establish elevations at the WISCORS.
- The City provides the land/building for the monument and receiver.
- The City pays for electricity to run the system (estimated at 10 watts). This is calculated to be approximately \$10 annually (at 11 cents per kWh).

- The City will restart the GPS receiver in case of malfunction.
- The proposed annual fee of \$450 for WisCORS users will be waived for the City.

ATTACHMENTS:

- Reso16-87 (DOCX)
- WISCORS Cooperative Agreement between WisDOT & City of De Pere (PDF)

RESOLUTION #16-87

AUTHORIZING WI-CORS-NET COOPERATIVE AGREEMENT
WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION

WHEREAS, the Wisconsin Department of Transportation (WisDOT) operates a Continuously Operating Reference Station Network (CORS) system to aid GPS measurement accuracy to guide the traveling public and for the benefit of public safety; and

WHEREAS, WisDOT is seeking to partner with the City to establish a CORS station in the City which will enable the City to obtain measurements more precise than it currently obtains, as provided on the attached Exhibit A (WI-CORS-NET Cooperative Agreement); and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Public Works is authorized and directed to execute Exhibit A, subject to such changes as determined necessary by the City Attorney.

BE IT FURTHER RESOLVED:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

WISDOT AGREEMENT NO. 95 - 07 - 28 - 2016

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF DE PERE (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and the City of De Pere, acting by and through the Public Works Director (hereinafter referred to as the PARTNER); 925 S. Sixth Street, De Pere, WI 54115.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a WISconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); a secure facility to house the GPS receiver and related accessories; and provide the land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.2 Purchase and install lightning suppressor to protect the GPS equipment from lightning.
 - 2.2.3 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, service enclosure(s) including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.4 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.5 Provide two licenses (access codes) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.6 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.7 Retain ownership of GPS hardware and software, all necessary cabling and service enclosure(s) provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.
 - 2.2.8 Provide suitable and secure high speed internet (i.e. DSL, cable, etc.) connection to continuously send GPS data to the DEPARTMENT'S computer server.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this

Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.

- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of De Pere
Public Works Department
925 S. Sixth Street
De Pere, WI 54115
ATTN: Scott Thoreson
Telephone: (920) 339-4060
E-Mail: dppubwrks@mail.de-pere.org

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.
- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____

Scott Thoreson, Public Works Director, City of De Pere

DEPARTMENT: _____ Date: _____

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-88, Authorizing State/Municipal Agreement Revisions (#2) For Erie and Helena Street Improvement Projects.

The Board of Public Works at the August 8, 2016 meeting approved the State Municipal Agreement (SMA) Revision #2 for grant projects to forward to the Common Council for approval.

The City has obtained grants for three streets under the STP-U grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs. The three streets include:

- Allard Street – Grant Street to Reid Street
- Erie Street – O’Keefe Street to Virginia Drive
- Helena Street – Suburban Drive to Sixth Street

The project is bid through the Wisconsin Department of Transportation (WisDOT). Because of this, a State Municipal Agreement (SMA) is required between the City and WisDOT.

During the design of Erie Street and Helena Street, the anticipated construction cost for the projects has increased. The increase in cost for Erie Street is related to additional pavement restoration and curb and gutter work due to water main replacement being completed prior to the WisDOT project. The cost increase in Helena Street is due to a significant addition of curb and gutter work and storm sewer upsizing. With the cost increases and the Federal funds allocated for the project in the original SMA’s, the City would not be getting 80% eligible expenses funded. The revised SMA’s will increase Federal funds so that 80% of the eligible expenses are funded.

The revised summary for the streets (Revision #1 shown in *italics*) is as follows:

Project ID/Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
ID 4985-00-53/54 – Erie Street – O’Keefe to Virginia	\$705,716 <i>(\$515,716)</i>	\$564,573 <i>(\$412,573)</i>	\$141,143 <i>(\$103,143)</i>
ID 4985-00-57/58 – Helena Street – Suburban to Sixth	\$922,528 <i>(\$497,528)</i>	\$738,018 <i>(\$398,018)</i>	\$184,510 <i>(\$99,510)</i>

This work is scheduled to occur in 2017.

ATTACHMENTS:

- Reso16-88 (DOCX)
- Revision 2 SMA for Erie St - O'Keefe to Virginia (PDF)
- 2nd Revision SMA for Helena. -Suburban to Sixth (PDF)

RESOLUTION #16-88

AUTHORIZING STATE/MUNICIPAL AGREEMENT REVISIONS (#2) FOR
ERIE AND HELENA STREET IMPROVEMENT PROJECTS

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to Revised State/Municipal Agreements (authorized by Resolution #15-66) for Erie and Helena Street Improvement Projects; and

WHEREAS, the anticipated construction costs for these street improvement projects has increased, requiring revised Agreements for both projects in order to capture 80% federal funding for each project; and

WHEREAS, the State/Municipal Agreement Revisions (#2) for the Erie and Helena Street Projects incorporate the revised scopes of the work, and copies of those Revised State Municipal Agreements are attached and incorporated as Exhibits A and B respectively; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached State/Municipal Agreement Revisions (#2).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the State/Municipal Agreement Revisions (#2), Exhibits A and B, as are attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Resolution #16-88
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-88 (5023 : Resolution #16-88, Authorizing State/Municipal Agreement Revisions (#2) For Erie and Helena Street I)



**2ND REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on July 15, 2015 and signed by DOT on July 20, 2015.

Program Name: STP-Urban

**Population Group:
STP-URBAN OVER 200,000
Sub-program #: 206**

Revised Date: JULY 8, 2016

Date: JUNE 6, 2014

I.D.: 4985-00-53/54

Road Name: C DEPERE, ERIE ST

Limits: OKEEFE ST TO VIRGINIA DR

County: BROWN

Roadway Length: 0.63 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes that consists of an urban cross section. The existing pavement is asphalt and was last improved in 1998. There are existing sidewalks and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project consists of resurfacing the urban cross section. The new pavement will be asphalt with curb and gutter. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: N/A.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$564,573 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$564,573 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-53					
Design	\$55,000	\$44,000	80% *	\$11,000	20% + BAL
State Review	\$53,590	\$42,872	80% *	\$10,718	20% + BAL
ID4985-00-54					
Participating Construction	\$513,126	\$410,501	80% *	\$102,625	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$84,000	\$67,200	80% *	\$16,800	20% + BAL
Total Est. Cost Distribution	\$705,716	\$564,573	N/A	\$141,143	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$564,573 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The

written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters,

billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

- a. ID 4985-00-53: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID 4985-00-54: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
- c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$564,573**. This federal funding cap applies to all federally funded project phases.

[End of Document]



2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT

This agreement supersedes the agreement signed by the Municipality on July 15, 2015 and signed by DOT on July 20, 2015.

Program Name: STP-Urban

Population Group:
STP-URBAN OVER 200,000
Sub-program #: 206

Revised Date: July 8, 2016

Date: JUNE 6, 2014

I.D.: 4985-00-57/58

Road Name: C DEPERE, HELENA ST

Limits: SUBURBAN DRIVE TO SIXTH ST

County: BROWN

Roadway Length: 0.11 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-12 lanes of an urban cross section. The existing pavement consists of asphalt and was last improved in 2002. The pavement is experiencing block cracking throughout the corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement is for resurfacing the urban cross section. The proposed pavement is Hot Mix Asphalt with concrete curb and gutter. Lateral storm sewer will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$738,018 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$738,018 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not

eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-57					
Design	\$65,800	\$52,640	80% *	\$13,160	20% + BAL
State Review	\$45,469	\$36,374	80% *	\$9,095	20% + BAL
ID 4985-00-58					
Participating Construction	\$722,930	\$578,344	80% *	\$144,586	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$88,329	\$70,660	80% *	\$17,669	20% + BAL
Total Est. Cost Distribution	\$922,528	\$738,018	N/A	\$184,510	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$738,018 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special

provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may

terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4985-00-57: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-58: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$738,018**. This federal funding cap applies to all federally funded project phases.

[End of Document]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-89, Authorizing Consultant Agreement Between the City of De Pere and Ayres Associates, Inc. (Broadway Pedestrian Crossing Study)

The Board of Public Works at the August 8, 2016 meeting approved the staff recommendation to accept the quote from Ayres Associates for the Broadway Pedestrian Crossing Study estimated at \$13,600.00. Funds for this work will be from the street management capital projects accounts.

The Engineering Department received proposals to evaluate pedestrian safety and make recommendations for improvements on Broadway Avenue. The primary area of focus for this study is the area north of downtown from Cass Street to 770 feet north of Randall Street. Information received from this study may be used by the City in other areas to establish criteria for crosswalks and crosswalk marking on arterial and collector streets throughout the City. The work includes the following items:

- Analysis of traffic gaps for pedestrian crossings
- Addressing City concerns with motorists adhering to warning devices
- Addressing citizen speed concerns throughout the corridor

The total cost of this work is estimated as follows:

	Mead & Hunt, Inc.	Ayres Associates	TADI, Traffic Analysis & Design, Inc.	Tool Design Group
1. Attend a kickoff meeting with Staff and conduct a field visit.	\$906	\$1,140	\$1,371.20	\$4,645
2. Conduct two pedestrian counts & traffic gap analysis for pedestrian crossing.	\$2,242	\$1,570	\$2,975.26	\$7,145
3. Attend one public information meeting in the evening with the neighborhood association.	\$1,810	\$860	\$1,358.80	\$2,590
4. Provide a report analyzing the	\$8,025	\$2,130	\$2,055.78	\$4,425

pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.				
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$2,498	\$1,960	\$1,783.32	\$3,425
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$3,400	\$1,110	\$2,674.98	\$2,610

	Mead & Hunt, Inc.	Ayres Associates	TADI, Traffic Analysis & Design, Inc.	Tool Design Group
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$1,073	\$1,720	\$2,617.60	\$3,380
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4,5, & 6 above.	\$4,016	\$3,110	\$2,294.06	\$4,110
TOTAL	\$23,970	\$13,600	\$17,131	\$32,330

ATTACHMENTS:

- Reso16-89 (DOCX)
- Ayres Associates Consultant Agreement (PDF)
- Ayres Consultant Agreement-Exhibit A (PDF)
- Ayres Associates Consultant Agreement Exhibit B (PDF)
- Mead Hunt's proposal to provide services for Broadway Pedestrian Cross... (PDF)
- De Pere Broadway Pedestrian Crossing Study_Ayres (PDF)
- De Pere Broadway Pedestrian Study Proposal TADI Submittal (PDF)
- City_of_De_Pere_Broadway_Pedestrian_Crossing_Study_TDG (PDF)
- RFP-Broadway_Pedestrian_Study (PDF)

RESOLUTION #16-89

AUTHORIZING CONSULTANT AGREEMENT BETWEEN
THE CITY OF DE PERE AND AYRES ASSOCIATES, Inc.
(Broadway Pedestrian Crossing Study)

WHEREAS, the City is in need of collaborating with an engineering firm for a Pedestrian Crossing Study to evaluate pedestrian safety and traffic speed, make recommendations for improvements and establish criteria for pedestrian crossing facilities on Broadway Street (STH 57) between Cass Street and a point 770 feet north of Randall Avenue; and

WHEREAS, Ayres Associates, Inc. has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the Agreement for Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Proposal and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Consultant Agreement for Services Between the City of De Pere and Ayres Associates, Inc. as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT 1

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND AYRES ASSOCIATES, INC.
(Broadway Pedestrian Crossing Study)**

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Ayres Associates, Inc. a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of collaborating with an engineering company for evaluating pedestrian safety and traffic speed, making recommendations for improvements and establishing criteria for pedestrian crossing facilities on Broadway Street (STH 57) between Cass Street and a point 770 feet north of Randall Avenue in De Pere.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the July 2016 City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated July 22, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project as required under Exhibit A. Should Consultant encounter any circumstances, which, in the

Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Ayres Associates, Inc.
Attn: Kenneth H. Voigt, PE
Senior Traffic Engineer/Project Manager
3376 Packerland Drive
De Pere, WI 54115

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

AYRES ASSOCIATES, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

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EXHIBIT A

**Request for Proposals
For
Broadway Pedestrian Crossing Study**

The City of De Pere would like to invite your firm to submit a proposal to perform a study on pedestrian crossing facilities on Broadway Street in De Pere.

Your proposal must be submitted to our office by 4 pm on July 22, 2016. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

PROPOSAL REQUIREMENTS:

The proposal should include the following:

- Attached Fee Schedule
- Cover Letter Identifying Similar Projects
- Key Staff Resumes
- Project Date Sheet for Similar Projects

GENERAL INFORMATION:

The City of De Pere is requesting proposals to evaluate pedestrian safety and make recommendations for improvements on Broadway Avenue. Information from this study may be used by the City in other areas to establish criteria for crosswalks and crosswalk marking on arterial and collector streets throughout the City.

The proposed study is on Broadway Avenue (STH 57). The primary area of focus for this study is the area north of the downtown from Cass Street to 770 feet north of Randall Street. The southerly limit is just north of the transition from downtown businesses to residential. The northerly limit is another transition from residential back to multifamily and business. The northerly limit also coincides with a transition from a concrete street to asphalt street, speed limit change (35 mph to the north and 25 mph to the south) and a future Wisconsin Department of Transportation (WisDOT) reconstruction project to the north in 2021 and 2022.

Broadway is a four lane arterial facility without a median that extends north and south through the City on the east side of the Fox River. As noted above, the speed limit is 25 mph. The average daily traffic is in the range of 15,000 vehicles per day. Table 11 of FHWA Publication Number: HRT-04-100, Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations recommends that crosswalks not be installed alone on this type of facility without other treatments.

One of the items listed in the scope of services is to complete an analysis of traffic gaps for pedestrian crossings. Traffic operates in a free flow condition the majority of time in this section of Broadway. The closest signal to the south is located at Williams Street, which is 400 feet south of Cass Street. This is a semi-actuated signal that remains green for Broadway traffic until queued for traffic on William Street. The next major intersection south of Williams Street is the Claude Allouez roundabout. The closest signal north of the north end of the project is 6,300 feet away at

the Broadway/STH 172 intersection.

The City has received complaints from neighbors in the Randall Street area over the last few years due to the challenges of crossing Broadway. A few residents have requested a pedestrian actuated yellow flashing beacon at Broadway and Randall.

This is also the area where a news report was conducted showing cars not obeying flashing red lights on buses. The City has concerns with motorists adhering to warning devices.

There are crosswalks marked at Cass, Franklin, Fulton, Ridgeway, and Randall Street across Broadway within the project corridor.

Another concern in the area is traffic speed. Many residents in the area are concerned about speed in the 25 mph zone near Randall. They feel that traffic is continuing at a high rate of speed due to the 35 mph speed limit just to the north. WisDOT completed a Spot-Speed Field Study on Broadway at Randall (25 mph zone) and 1400 feet to the north (35 mph zone) in 2015. The average speed at Randall was 30.3 mph, the 50th percentile was 29.3 mph, and the 85th percentile was 34.5 mph. The average speed 1400 feet to the north of Randall was 38.4 mph, the 50th percentile was 37.8 mph, and the 85th percentile was 42.1 mph.

CONSIDERATIONS:

Based on a general review, staff has identified the following techniques for consideration on the project:

- Traffic calming, including overhead decorative entrance sign at the speed limit change, additional painting, and permanent radar signs
- Rectangular Rapid Flashing Beacons
- Hybrid HAWK System
- Median for a pedestrian refuge
- Traffic Signal at Ridgeway and Broadway
- Elimination of crosswalks to increase usage of other marked crosswalks
- Modifications to the crosswalk striping style

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. Attend a kickoff meeting with Staff and conduct a field visit.
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing (one the week of August 22nd prior to school and one in mid-September when school is in session).
3. Attend one public information meeting in the evening with the neighborhood association.
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed

at the north limits of the study.

6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.
7. Attend a Board of Public Works meeting and Council meeting to present the report.
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.

The intent of this study is to also use the information for other areas of the City. This will become part of a larger policy for how the City addresses pedestrian crossings/safety concerns at various facilities.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and the Council on August 16th. The work on the study is to be completed August, September, and October. The actual pedestrian counts and gap analysis will need to occur the week of August 22nd and September. The City and WisDOT are performing maintenance on Broadway in July and early August that will result in lane closures. Results will be presented to the Board of Public Works on November 7th and the Council on November 15th.

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 includes the following:

1. Provide documentation as listed in the Scope of Services.
2. Reports are to be in a Word and Adobe format.
3. Estimates are to be in an Excel and Adobe format.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. WisDOT Spot Speed Study from 2015.
2. WisDOT Traffic Projections.
3. WisDOT Traffic Modeling.
4. WisDOT proposed improvements north of project study area.
5. GIS mapping and aerial photos.
6. Bicycle and Pedestrian Plan from the City's Comprehensive Plan.

Any survey work required for the analysis will be provided by the City.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ _____
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ _____
3. Attend one public information meeting in the evening with the neighborhood association.	\$ _____
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ _____
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ _____
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ _____
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ _____
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ _____

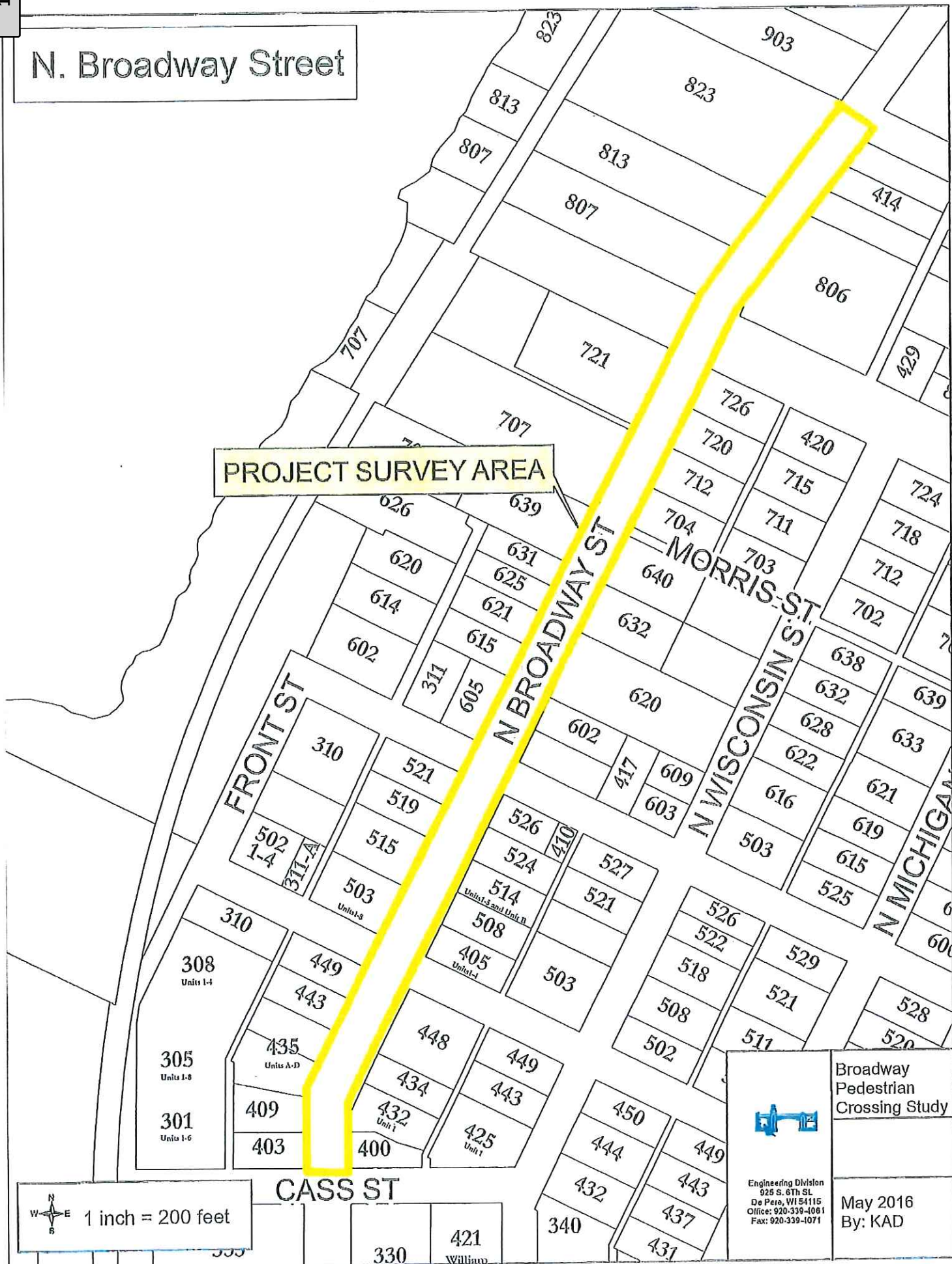


EXHIBIT B

July 22, 2016

Eric Rakers, PE, City Engineer
 City of De Pere
 erakers@mail.de-pere.org

Re: Proposal – Broadway Pedestrian Crossing Study

Dear Mr. Rakers:

The City of De Pere is addressing its immediate pedestrian safety needs on Broadway Street and has the foresight to possibly use this study in other areas of the City. Ayres Associates has a project team well-qualified to meet your needs for this study.

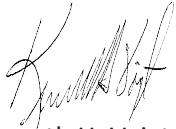
This proposal includes our project approach, fee schedule, resumes, and relevant experience. We have completed many similar projects that address pedestrian crossing safety in cities throughout Wisconsin, including Wauwatosa, Eau Claire, and Middleton. Descriptions of these projects can be found in our proposal.

We have a good understanding of the City's needs. You will not find a more experienced team to lead this important project, giving you the peace of mind that this study will be done right.

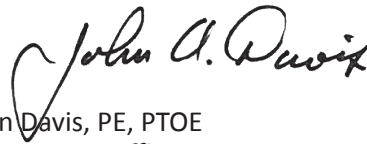
Our team looks forward to helping the City plan for its future traffic needs. If you have any questions on our proposal or the services Ayres Associates offers, please contact either of us at the telephone numbers or email addresses listed below.

Sincerely,

Ayres Associates Inc



Kenneth H. Voigt, PE
 Senior Traffic Engineer/Project Manager
 VoigtK@AyresAssociates.com
 Office: 800.959.4489
 Cell: 414.870.2054



John Davis, PE, PTOE
 Manager – Traffic Engineering Services
 DavisJ@AyresAssociates.com
 Office: 800.959.4489
 Cell: 262.565.7497

KHV:tdp
 Enclosure

PROJECT UNDERSTANDING AND APPROACH

“There were definitely differences of opinion. But thanks to calm, professional discussion and clear presentations of options by Ayres, we were able to make good decisions.”

– Bill Porter, director of public works, City of Wauwatosa

Background

The City of De Pere has a need for an engineering evaluation of pedestrian safety along Broadway Street (STH 57) between Cass Street and a point 770 feet north of Randall Avenue. Of particular interest for the evaluation study are the intersections of Broadway at Randall and at Ridgeway Boulevard. Concerns of City residents and staff involve safety for pedestrians crossing Broadway Street, excessive vehicular speeds along Broadway Street, and the failure of some motorists to obey traffic warning devices, including the flashing red lights on buses. The City has identified the following traffic management measures that they would like evaluated as a part of the study:

1. Traffic calming options for arterial streets and their estimated costs
2. Use of rectangular rapid flashing beacons (RRFB)
3. Use of hybrid HAWK signals
4. Median pedestrian refuge crosswalk islands
5. Traffic signal at the Broadway Street intersection with Ridgeway Boulevard
6. Elimination of crosswalks to increase the usage of other marked crosswalks
7. Modifications to the crosswalk striping patterns

Study Approach

Based on the information provided in your Request for Proposals dated June 29, 2016, and our knowledge of the area and traffic engineering, Ayres Associates would conduct the study as described in the following tasks.

Task 1: Kickoff Meeting/Site Visit

Ayres Associates will meet with City staff and include field observations of the study segment of Broadway Street to observe firsthand the various issues of concern and to listen and learn about previous strategies that might have been implemented along Broadway Street between Cass Street and Randall Avenue. During this meeting Ayres Associates' engineers will take notes and photos of the pertinent features, occurrences, and traffic control devices along the street.

Task 2: Data Collection

- a. The City of De Pere will provide Ayres Associates with the following data:
 - i. Spot speed data from 2015
 - ii. Wisconsin Department of Transportation (WisDOT) traffic projections
 - iii. WisDOT traffic operation modeling
 - iv. WisDOT proposed improvements for the segment of Broadway Street north of Randall Avenue
 - v. Study corridor GIS mapping and aerial photography

- vi. Bicycle and Pedestrian Plan from City's Comprehensive Plan
 - vii. A five-year history of traffic crash data for the study segment of Broadway Street
 - viii. Correspondence and meeting minutes related to residents' concerns along the study corridor
- b. Ayres Associates will conduct a traffic gap study and counts of both pedestrians and vehicles at the Broadway Street intersections with Randall and Ridgeway. These counts will be taken from 7 to 9 a.m. and 2:30 to 5:30 p.m. on a Tuesday, Wednesday, or Thursday during the week of August 22 before school begins and then a second time in mid-September after the City and WisDOT complete roadway maintenance work on Broadway Street and school has been in session for a while. Ayres will use its advanced MioVision video equipment to reduce data collection costs and provide additional pedestrian count data between the requested study peak time periods.

Task 3: Analysis/Reports

- a. Ayres Associates will review the data provided by the City and WisDOT and include future traffic growth projections in the analysis of traffic gap data and pedestrian/traffic counts collected in Task 2a.
- b. Ayres Associates will review the traffic count data and our field notes to assist in developing a matrix of pros and cons on the seven traffic management techniques that City staff has identified. This task will include a traffic signal warrant analysis for the Broadway Street intersection with Ridgeway Boulevard. The results of the analysis will be documented in Interim Report 1 along with a preliminary cost estimate to implement each technique. The costs will identify implementation costs as well as any anticipated annual maintenance and operational costs.
- c. Recommendations will be developed regarding speed management (arterial street traffic calming) measures that can be implemented to "tame" the traffic speeds

and better notify motorists of the posted speed limit change at the northern limits of the study area. These recommendations will be summarized in Interim Report 2.

- d. Recommendations will be developed regarding a policy on the placement of crosswalks on four-lane arterial streets that addresses both newly constructed streets and retrofitting crosswalks on an existing street. These recommendations will be summarized in Interim Report 3.

Task 4: Meetings

- a. Ayres Associates staff will attend three meetings in addition to the study kickoff meeting referenced in Task 1. These meetings will include a public information meeting, a meeting of the Board of Public Works, and a meeting of the City's Common Council. The Board of Public Works and Council meetings will include a presentation of the study recommendations.
- b. After the Common Council meeting, a final report that summarizes the study recommendations and interim reports identified in Task 3 will be prepared and submitted to City staff for review and approval.

Schedule

1. Traffic gap and pedestrian count data collection: week of August 22 and week of September 19
2. Preliminary findings and report to City staff: October 24
3. City Board of Public Works meeting: November 7
4. City Common Council meeting: November 15

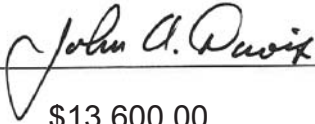
Proposed Fee Schedule

Company Name: Ayres Associates

Company Address: 3376 Packerland Drive

Company Address: Ashwaubenon, WI 54115

Company Representative: John A. Davis, PE, PTOE

Signature: 

Fee (Total): \$13,600.00

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ 1,140.00
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ 1,570.00
3. Attend one public information meeting in the evening with the neighborhood association.	\$ 860.00
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ 2,130.00
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ 1,960.00
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ 1,110.00
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ 1,720.00
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ 3,110.00

PROJECT TEAM

Ayres Associates will provide an experienced team to the City of De Pere for your Broadway Pedestrian Crossing Study. Our team of professional engineers, technicians, and support staff has successfully completed many similar traffic engineering projects throughout the state. We know how to work with you to complete this project efficiently.

Ken Voigt, PE, will serve as project manager. He will be your primary contact, attend meetings, schedule work, monitor progress and budgets, and see that this project is completed to your satisfaction. He has completed dozens of similar analysis projects in his career. Ken also is a certified traffic impact analysis preparer through the Wisconsin Department of Transportation.

Our project team members and their roles are listed below.

TEAM MEMBER	PROJECT ROLE	YEARS OF EXPERIENCE
Ken Voigt, PE	Project Manager, Public Involvement	49
John Davis, PE, PTOE	Quality Assurance/Quality Control	33
Tristan Hickman, PE	Traffic Engineer/Cost Estimating	9
Alex Motl, EIT	Traffic Specialist	2

Resumes showing relevant experience for our project team members follow in this section.

“Working with the Ayres team was great. They did super job with the planning process and dealing with the public. We had high regards for the abilities of both Ayres and (a subconsultant). I knew we were in good hands.”

– Tom Mason, director
Cheyenne Metropolitan Planning
Organization



Voigt

“Ken (Voigt) was instrumental in working with the residents, businesses, and nearby neighborhoods and neighborhood associations. ... I can without hesitation recommend Ken to any City undertaking a large and complicated street reconstruction project.”

– David Dryer,
traffic engineer,
City of Madison, about
Ken’s work on East
Washington Avenue



Davis

Ken Voigt, PE

Project Manager, Public Involvement

Registration: Registered Professional Engineer, WI

Certifications: Certified Traffic Impact Analysis Preparer, WI

Education: MS, Transportation Engineering, University of Wisconsin-Milwaukee, 1974; BS, Civil Engineering, University of Wisconsin-Madison, 1966

Years of Experience: 49

Ken has nearly 50 years of experience in conducting traffic safety studies, roadway operation analysis, traffic calming, and neighborhood street system design. He has led numerous focus group sessions to build consensus and to develop a context-sensitive design approach to projects. Ken teaches a course on traffic engineering fundamentals at the University of Wisconsin-Milwaukee and at the University of Wisconsin Engineering Extension. He is on the board of directors for the Congress for the New Urbanism. His experience includes:

- Tosa Village Intersection Study
- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- Wauwatosa East North Avenue Bike Lane Plan
- City of Middleton Downtown Circulation Study
- Eau Claire Downtown Street Design and Historic Riverfront Development
- Eau Claire Haymarket Concepts Parking Study and TIA
- Brookfield Academy Traffic Impact Analysis
- River Hills Preliminary Traffic Analysis

John Davis, PE, PTOE

Quality Assurance/ Quality Control

Registration: Registered Professional Engineer, WI, WY, GA, IN, FL, IL, MN, IA

Certifications: Professional Traffic Operations Engineer, 1999; Traffic Signal Operations Specialist, 2008; Wisconsin DOT Traffic Impact Analysis Certification, 2005

Education: MS, Civil Engineering, Purdue University, 1987; BS, Civil Engineering, Purdue University, 1982

Years of Experience: 33

John joined Ayres Associates in 2007, bringing 25 years of traffic engineering experience. He is manager of Ayres Associates’ traffic engineering group. John previously dedicated more than 20 years to serving the traffic divisions in large metropolitan areas. His project experience includes traffic control design and operations, geometric design, traffic impact studies, traffic control evaluations, traffic incident management, and freeway operations. He has demonstrated his commitment to moving the traffic engineering profession forward as a fellow of the Institute of Transportation Engineers (ITE) since 1998 and as a member of ITE since 1981. His experience includes:

- Tosa Village Intersection Study
- Wauwatosa Mayfair Collection Traffic Impact Analysis and Traffic Signal
- Wauwatosa East North Avenue Bike Lane Plan
- City of Middleton Downtown Circulation Study
- Eau Claire Downtown Street Design and Historic Riverfront Development
- Eau Claire Haymarket Concepts Parking Study and TIA
- Brookfield Academy Traffic Impact Analysis

Tristan Hickman, PE

Traffic Engineer/ Cost Estimating

Registration: Registered Professional Engineer, WI, WY

Certifications: Certified Traffic Impact Analysis Preparer, WI, 2008

Education: BS, Civil Engineering, University of Wisconsin-Milwaukee, 2007

Years of Experience: 9

Tristan joined Ayres Associates in 2007 and has experience with studies for intersections, interchanges, and freeway capacity analysis; traffic data collection; warrant studies; traffic signal design; TMP development; traffic operations analysis; pavement marking and permanent signing design; and intersection geometric design for signalized and roundabout intersections. Tristan has prepared traffic impact analyses for proposed developments, intersection control evaluation reports, and traffic safety studies. He specializes in microsimulation modeling with experience using VISSIM and SimTraffic. Also, his background in traffic analysis software includes programs such as HCS 2010, Synchro, PASSER, Quickzone, and Quadro. He has been a member of ITE since 2008. His experience includes:

- Tosa Village Intersection Study
- Wauwatosa East North Avenue Bike Lane Plan
- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- City of Middleton Downtown Circulation Study
- Brookfield Academy Traffic Impact Analysis
- Costco Wholesale – Pewaukee TIA Update
- Ho-Chunk Nation Beloit Casino Traffic Impact Analysis

Alex Motl, EIT

Traffic Specialist

Registration: Engineer-in-Training, WI

Education: MS, Civil & Environmental Engineering, University of Wisconsin-Madison, 2014; BS, Foreign Service: Science, Technology & International Affairs, Georgetown University-Walsh School of Foreign Services, 2008

Years of Experience: 2

Alex joined Ayres Associates in 2014 with experience in traffic operations and safety. She assists the traffic engineering staff with studies for intersection, interchange, and freeway capacity analysis; traffic counting data and counts; traffic impact analysis; TMPs; crash and safety analysis; warrant studies; and traffic operations analysis and intersection geometric design for signalized and roundabout intersections. Her background in traffic analysis software includes programs such as HCS 2010 and Synchro. Her experience includes:

- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- Wauwatosa East North Avenue Bike Lane Plan
- Wauwatosa Neighborhood Traffic Management
- River Hills Preliminary Traffic Analysis
- Eau Claire Haymarket Concepts Parking Study and TIA
- Wauwatosa Mayfair Collection Traffic Assessment
- Dell Range Corridor Study
- Madison Monroe Street Traffic Study
- Watertown Riverside Middle School Traffic Study
- Green Bay North Webster Avenue Reconstruction
- Madison Monroe Street Traffic Study



Hickman



Motl

AYRES
ASSOCIATES

SIMILAR EXPERIENCE

“I’ve sat through numerous engineering-focused technical discussions, which can be very dry and hard to follow. But Ayres really took the time to explain the likely outcome for each potential street modification. And they also made some important recommendations.”

– Ed Haydin, local resident
and former member
of East Tosa Alliance

About Ayres Associates

Ayres Associates is a multispecialty architectural/engineering consulting firm providing services from a network of 13 offices in five states.

Traffic Engineering Services

Safe roadway travel is nearly impossible without quality traffic engineering. Ayres Associates has in-house traffic engineers committed to providing safe, efficient travel. Our traffic engineering staff provides a range of services to public and private clients, including:

Pedestrian, school, and bicycle studies	Traffic signal design, operations, and timings
Intersection and corridor capacity analysis	Traffic modeling and microsimulation
Work zone user delay analysis	Traffic calming
Warrant analysis	Origin-destination studies
Crash and safety analysis	Speed studies
Traffic impact analysis and peer review	Signing and pavement marking design and evaluation
Traffic counting	Corridor planning
Parking analysis/design	Access management
Consensus building	Context-sensitive solutions

Our traffic engineers help our clients handle increased demand on their roadways while maintaining safety for motorists, pedestrians, and bicyclists. We are specialists in untying traffic tie-ups.

Project Experience

Our team has completed a number of projects with requirements similar to those of the City’s Broadway Pedestrian Crossing Study. Descriptions of several of these are provided on the following pages. We invite you to contact references listed with each project to get a firsthand account of how we serve our clients.

Tosa Village Intersection Study

Client: City of Wauwatosa

Completion Date: 2014

Reference: William Porter, Jr.,
414.479.8933

The City of Wauwatosa retained Ayres Associates to provide engineering analysis to improve traffic movement in the Tosa Village section of the City. Ayres assessed the geometric feasibility of modifying existing Tosa Village intersections to be more pedestrian friendly while still safely and efficiently accommodating area traffic and trucking movements; examined ways to improve the accessibility and circulation of an existing off-street public parking lot adjacent to the west side of Wauwatosa Avenue and south of Harmonee Avenue; and assessed the potential traffic impact associated with a new Harwood Avenue intersection with Wauwatosa Avenue that would provide a new access to the Tosa Village business district.



City of Middleton Downtown Circulation Study

Client: SRF Consulting Group, Inc.

Reference: Randall Geerdes, PE,
763.475.0010

Completion Date: 2008

Ayres Associates analyzed **pedestrian and bicyclist conditions for seven key intersections within the central business district** of downtown Middleton. A key part of the study involved a walking audit of existing sidewalk and street crossing conditions. The study analyzed pedestrian street crossing distances, signal phasing and timing, existing crosswalk design features and signing, Americans with Disabilities Act compliance, and traffic conflicts.



Tasks included analyzing each intersection for bicycle and pedestrian level of service with analysis of vehicular traffic circulation, including one-way circulation, road narrowing at select locations, traffic safety analysis, and on-street parking impacts.

Ayres Associates presented study information and recommendations to the Middleton Planning Commission for its approval. The recommendations included short- and long-range intersection improvements to enhance bicycle and pedestrian accessibility in the downtown area.

Wauwatosa East North Avenue Bike Lane Plan

Client: City of Wauwatosa

Reference: William Porter, Jr., 414.479.8933

Completion Date: 2014

The City of Wauwatosa retained Ayres Associates to develop preliminary plans for converting a segment of East North Avenue between North 60th Street and North 76th Street from an existing “chicane” design to accommodate on-street marked bicycle lanes. The concept design plan maintains the objectives of the East Tosa North Avenue Plan.

The project examined the engineering feasibility of adding a continuous bike lane on North Avenue, increasing on-street parking along North Avenue and at selected local north-south intersection approaches, and **taming traffic speeds on North Avenue while providing a pedestrian/bicycle-friendly street.** Consideration of a North Avenue “gateway” design at 60th Street was also incorporated into the conceptual plans.



This project included collecting North Avenue traffic counts at 66th and 67th Streets and conducting an intersection capacity analysis at North Avenue and 67th Street to assess the impacts of a change in traffic patterns due to the diversion of left turns from 66th Street to 67th Street. Ayres Associates collected the traffic volumes, conducted the traffic analysis, and prepared a brief technical memorandum documenting the findings.

Eau Claire Downtown Street Design and Historic Riverfront Development

Client: City of Eau Claire

Reference: Doug Derks, 715.839.4934

Completion Date: 2013

The City of Eau Claire retained Ayres Associates to provide traffic analysis, transportation and land use planning, public participation, and 30% design development plans for the reconstruction of South Barstow Street from Lake Street to the Eau Claire River and Eau Claire Street from Graham Avenue to Dewey Street. Work included development of 30% design development plans for the east bank of the Chippewa River from Lake Street to the Eau Claire River.



Proposed elements of the project included beautifying Barstow Street, **making it more pedestrian-friendly**, installing elements that complement the street’s older architecture, and **calming traffic.** The goal for Eau Claire Street was to create a welcoming promenade effect. The project also aimed to improve physical and visual access to the adjacent Chippewa and Eau Claire Rivers.

Traffic services included an analysis of the current downtown one-way street system for potential two-way conversion and for overall circulation and parking.

SERVICES FOR
BROADWAY PEDESTRIAN CROSSING STUDY

CITY OF DE PERE
DE PERE, WISCONSIN



JULY 22, 2016



1345B North Road
Green Bay, Wisconsin 54313
920-496-0500
meadhunt.com



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Proposed Fee Schedule

Company Name: Mead & Hunt, Inc.

Company Address: 2440 Deming Way , Middleton, WI 53562 (Main Office)

Company Address: 1345B North Road, Green Bay, WI 54313 (Local Office)

Company Representative: Rusty Chesmore, PE

Signature: *Russell A. Chesmore*

Fee (Total): \$23,970

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ 906
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ 2,242
3. Attend one public information meeting in the evening with the neighborhood association.	\$ 1,810
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ 8,025
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ 2,498
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ 3,400
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ 1,073
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ 4,016



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Green Bay, Wisconsin 54313
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meadhunt.com

July 22, 2016

Eric P. Rakers, PE
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Proposal to provide services for the Broadway Pedestrian Crossing Study

Dear Mr. Rakers:

Thank you for selecting Mead & Hunt to submit our proposal to provide services for the Broadway Pedestrian Crossing Study. Pedestrian use and safety is always a priority when designing any roadway and/or intersection. It is important to provide ADA-acceptable access as well as the proper timing to allow a pedestrian to cross the roadway. Other considerations include the length of the crossing, sight lines for both pedestrians and vehicles and the placement of any crossing in order to encourage pedestrians to use marked crossings. These recommended solutions can be turned into a successful, meaningful project that advances the City of De Pere's desire to increase safety along the STH 57 corridor. Our team is excited for the opportunity to continue building a solid relationship with you and your staff. We look forward to providing cost-effective alternatives that will assist the City in meeting its goal to provide safe crossing opportunities across Broadway Street (STH 57) and a plan to be implemented in other areas of the community. With selection of this team, you'll receive:

Unmatched Familiarity

All members of our proposed project team are in the process of delivering the 3.5-mile section of STH 57 just north of the Broadway Street project area, making them deeply familiar with the concerns of the project site. These concerns include drivers exceeding the 25 mph posted speed limit; limited crossing opportunities for pedestrians; and drivers not complying with state laws requiring them to stop for pedestrians in marked crosswalks or for school buses with signals activated. We are also familiar with the project corridor which was last reconstructed in 1994 and is situated within the North Broadway Street Historic District. This feature will be important to consider in evaluating alternatives through the residential area and entering historic downtown De Pere.

In-Depth Experience

Your Mead & Hunt team brings significant experience delivering safety-related transportation projects throughout Wisconsin and the country. We routinely analyze, document and report alternatives to deliver cost-effective solutions to expand safety for the traveling public.

Chris Rossmiller, PE will lead your expert team to efficiently, quickly and cost-effectively deliver your project. He currently leads the team for STH 57 project and Chris is intimately familiar with your project needs. He is already working with you and your staff and is right around the corner from your project site. This will allow Chris to respond to face-to-face meeting requests or site visits more quickly than other firms.

Dustin Wolff, AICP has developed and implemented numerous public participation and community involvement programs including for the adjacent Town of Ledgeview where he serves as the day-to-day community planner for the growing community of nearly 8,000 residents. Dustin possesses the knowledge and experience gained from working in your area and with your staff to interact with the public and stakeholders; effectively reaching consensus and moving your project forward.

Mark Sauer, AICP will provide the pedestrian evaluation and work with Debbie Weaver, PE to develop a report that provides the City of De Pere with various options on how to address the current safety concerns of Broadway Street. Mark provided the City of Milwaukee with a report on Best Practices for Milwaukee's Pedestrian Projects, Programs and Policies that prioritized the importance of planning and designing for pedestrians within the City.

Debbie, a Senior Traffic Engineer for Mead & Hunt, routinely considers pedestrian safety and ADA acceptable accessibility in all projects she delivers. She brings expertise in providing traffic analysis alternatives and recommendations on safety projects to our team. One example of Debbie's innovative solutions was a \$15 million corridor rehabilitation for the City of Canton, Ohio. After conducting a thorough traffic analysis, Debbie provided reports and worked with the City of Canton to obtain the funding needed to complete the rehabilitation of the City's Central Traffic System improving 11 signalized intersections within the corridor and connecting 150 signals owned and operated by the City.

In addition to STH 57 and the other projects briefly discussed, we have listed supplementary projects that our team has provided similar services on for your consideration in the "Project Data Sheet for Similar Projects" section.

Availability

We know how important meeting milestones and deadlines are, and we have a proven track record of completing our projects efficiently and effectively. All team members have ample availability to meet your schedule. We will coordinate with your staff, stakeholders and the general public to keep this project focused and on track while keeping you engaged with our process.

At Mead & Hunt we strive to not only complete your project within the specified time frame and budget, but also to exceed your expectations. We are eager to work with you and look forward to building our relationship. For more information, please contact me at 920-593-6842 or at christopher.rossmiller@meadhunt.com. I would be happy to discuss our team and project approach with you.

Sincerely,

Mead & Hunt, Inc.



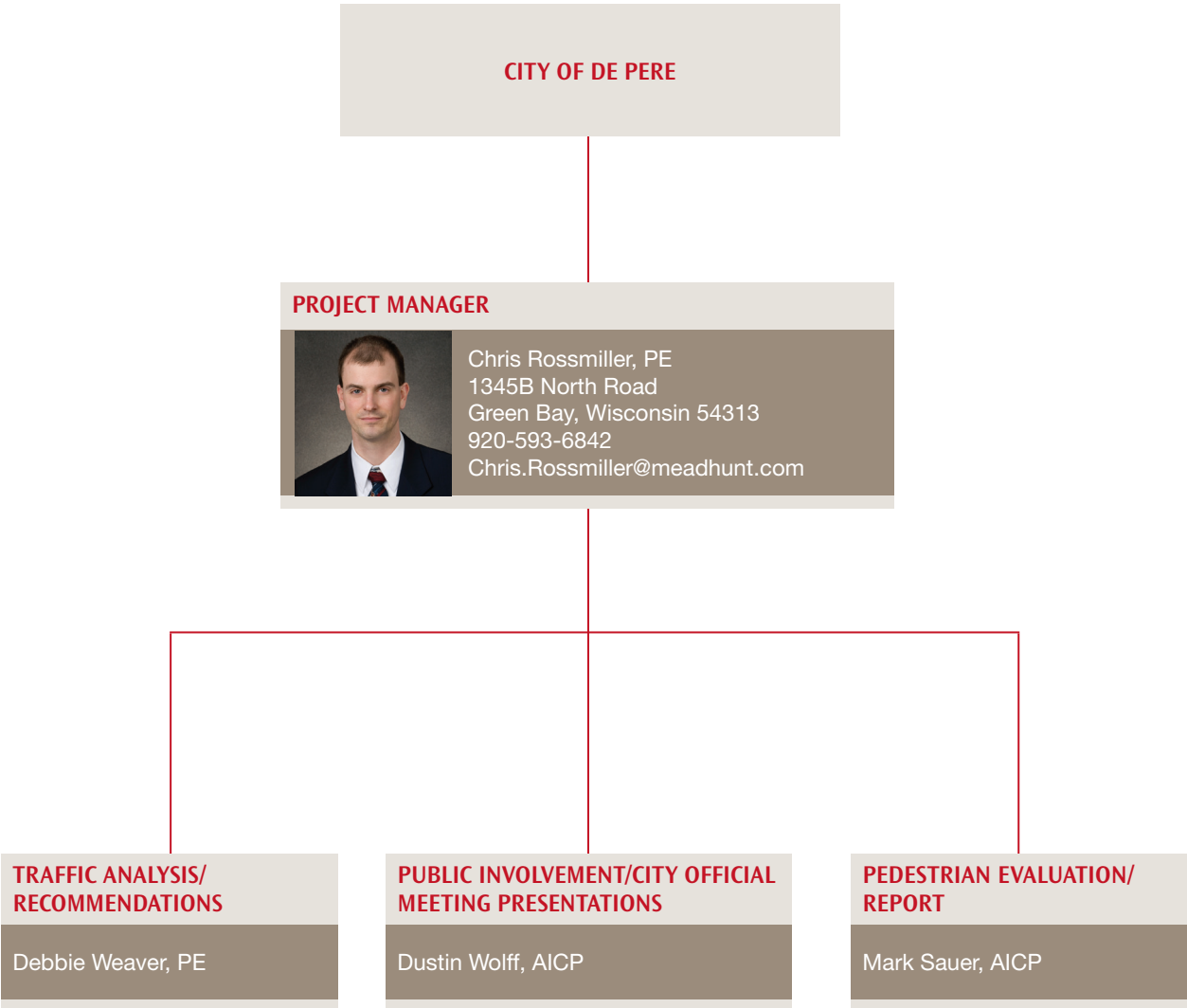
Chris Rossmiller, PE
Project Manager



Rusty Chesmore, PE
Principal-in-Charge

KEY STAFF RESUMES

ORGANIZATIONAL CHART



3 – KEY STAFF RESUMES – ORGANIZATIONAL CHART

Attachment: Mead Hunt's proposal to provide services for Broadway Pedestrian Cross... (5026 : Resolution #16-89, Authorizing Agreement

KEY STAFF RESUMES

QUALIFICATIONS

CHRIS ROSSMILLER, PE, PROJECT MANAGER

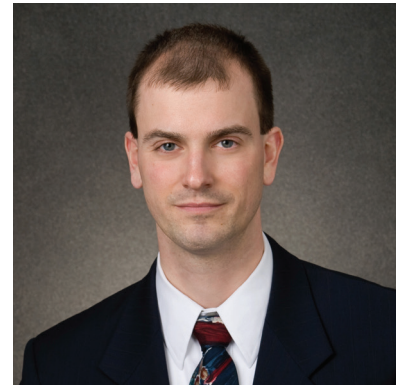
Chris has more than fifteen years of experience with transportation engineering. He manages and designs rehabilitation projects, rural and urban reconstruction projects, interchange reconstruction projects, corridor preservation projects, storm water management and storm sewer systems, traffic signal layouts and roundabouts.

Chris is currently serving as the project manager and senior roadway engineer for the urban reconstruction of STH 57 which is adjacent to the proposed Broadway Pedestrian Study location. This close proximity gives Chris and his team in-depth and up-to-date familiarity with the issues the City of De Pere is facing with the proposed project location and the general public. This understanding, recent experience working with the City of De Pere and thorough knowledge of the project site will allow Chris and his team to more quickly and cost-effectively provide your requested services than other firms.

RELATED PROJECTS

STH 57 Reconstruction, Village of Allouez and City of De Pere – Chris is serving as project manager for this 3.5-mile reconstruction project. STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of DePere. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including Traffic Signal Warrant Analysis (TSWA), Intersection Control Evaluations (ICE), preliminary roundabout designs, final TPP and Final plans and PS&E.

STH 96 Reconstruction, Village of Wrightstown – Chris served as the senior roadway engineer for the design of the 0.75-mile reconstruction of STH 96, High Street from Turner Street to Shanty Road. The highway connects the downtown to the Village of Wrightstown schools. Plans for this



Education

- BS, Civil Engineering, Michigan Technological University – Michigan

Registration

- Licensed Professional Engineer – Wisconsin, Illinois, Minnesota and Michigan

project include expanding the existing two-lane urban section with bike and pedestrian accommodations. The design included new concrete pavement, storm sewer and sidewalks.

Mead & Hunt's services included preparation of preliminary and final design plans, specifications, estimates, historical and archaeological surveys, hazardous waste investigation, public involvement, environmental assessments and utility coordination.

STH 29 Corridor Study, Marathon County – Chris served as project manager and was responsible for the interchange design on this corridor study and rural road construction project. The project involved the development of new service road alignments from STH 107 to CTH 0 in conjunction with access restrictions, interchange and overpass design as well as the resurfacing of STH 29 from STH 107 to 72nd Avenue. Tasks included design study report, traffic analysis, crash analysis, environmental documentation, median barrier alternatives report, wetland delineation, utility coordination, agency coordination, transportation project plat development, public involvement, extensive location study (alternative analysis), drainage study, drainage design, reinforced box culvert design, grade separation structure design and PS&E.

USH 10 Rehabilitation, City of Stevens Point – Chris served as project manager for the rehabilitation of 2.0 miles of USH 10 in the City of Stevens Point. The project includes improvements to pedestrian crossing at Maple Bluff Road and Wildwood Drive by realigning the existing crosswalk to utilize channelizing islands as refuge to shorten crossing distances and upgrading the facilities to meet current ADA standards. The project also includes concrete pavement repair from Country Club Drive to Badger Avenue, rehabilitation of the overpass carrying USH 10 over IH 39 and improvement to signal equipment. Services included the preparation of an environmental document, utility and agency coordination, construction staging and traffic control plan, development of design reports and preparation of PS&E.

DUSTIN WOLFF, AICP, PUBLIC INVOLVEMENT/CITY OFFICIAL MEETING PRESENTATIONS

Dustin has 20 years of experience working with communities, counties, state agencies and stakeholder groups on land use planning, transportation planning and public involvement. Dustin has developed and implemented numerous public participation and community involvement programs that include education, outreach and conflict resolution and information sessions with communities and stakeholders. Dustin currently serves as the consulting planner for Lake Mills, Ledgeview and Burke in Wisconsin as well as Sterling, Illinois. He assists them as an extension of their in-house staff for day-to-day planning needs, economic development, development review and support for boards and commissions. Dustin's dynamic approach to the public involvement process has led to many successful and smoothly-run projects throughout Wisconsin. He truly understands the importance of keeping the clients, stakeholders and public informed every step of the way.

RELATED PROJECTS

USH 14 Urban Reconstruction, Village of Cross Plains – Dustin led the public involvement process and provided the evaluation of treatment options for this urban reconstruction project. Situated in downtown Cross Plains, pedestrian safety and mobility is an important concern for the community. Mead & Hunt designers coordinated with the village and WisDOT staff to develop roadway alternatives that provided safe crossings at key locations. As part of the preliminary design of the project, Mead & Hunt staff also work with the village, WisDOT southwest region and area residents to develop concepts for other crossing locations along the corridor. Treatment options included Rapid Flashing Beacons, HAWK signals and in-pavement lighting systems. Mead & Hunt evaluated these options conceptual and recommendations were brought forth to local officials and presented to public for comment. These recommendation ultimately were not included in the final design for WisDOT's project but were installed along the corridor as a separate project prepared by the village for construction. The project was completed in only 18 months.

Bicycle and Pedestrian Plan, City of Greenfield – Dustin served as the project manager and principal author of a bicycle and pedestrian plan for the City of Greenfield. Greenfield is a land-locked, inner-ring Milwaukee suburb that is bisected by an Interstate Highway, two US Highways and four State Trunk Highways. With a population of 36,000 residents, nine public schools and 15 parks, the City worked with the School District to develop a bicycle and pedestrian plan that provided safe connectivity between neighborhoods, schools, recreational facilities, employment centers and shopping destinations. The planning process included extensive stakeholder involvement opportunities. An initial step in developing a Safe Routes to



Education

- Master of Urban Planning, University of Wisconsin – Milwaukee
- BA, History, University of Wisconsin – Milwaukee

Registration

- American Institute of Certified Planners (AICP)

School program, the plan identifies key roles and responsibilities for implementation, including infrastructure improvements. The Plan was endorsed by the School District and adopted by the City in 2009.

A key implementation measure of the City's CORP (a project managed and authored by Dustin) called for making significant improvements to the Greenfield bicycle and pedestrian infrastructure. Seeking more detail and an in-depth feasibility analysis for these infrastructure improvements, the Plan provides detailed recommendations and preliminary cost estimates for on-street bike improvements, priority pedestrian routes, and extensive multi-use trails. A proposed multi-use trail running along an existing utility corridor is a highlight of the plan, and the City hopes to obtain federal stimulus funding for implementation.

STH 57 Reconstruction, Village of Allouez and City of De Pere – Dustin's responsibilities for this 3.5-mile reconstruction project are to lead the public involvement efforts and to author the environmental documentation. He is leading coordination with three impacted communities, numerous state and federal agencies and important stakeholder groups. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and the WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including TSWA, ICE, preliminary roundabout designs, final TPP and final plans and PS&E.

DEBBIE WEAVER, PE, TRAFFIC ANALYSIS/RECOMMENDATIONS

Debbie has more than 30 years of experience in managing various traffic engineering projects ranging from single-lane roundabouts to complex interstate interchanges. Her experience in traffic engineering includes the design and review of traffic control, pedestrian crossings, signal design, maintenance of traffic, safety studies, traffic impact studies and railroad preemption. Debbie's extensive background in traffic analysis provides her with the expertise needed to review existing studies and provide thoughtful and economical recommendations for suggested improvements. Her three-decades-long experience includes managing a \$15 million major corridor rehabilitation project and designing the Central Traffic System which improved 11 signalized intersections within the corridor and connected 150 signals owned and operated by the City. After conducting a thorough traffic analysis, Debbie provided reports and worked with the City of Canton to obtain the funding needed to complete this project. Through Debbie's efforts and innovative ideas the corridor is now safely enjoyed by its travelers with substantially less traffic accidents and traffic backup.

As a downstream user of safety studies on dozens of design projects over the years, Debbie has seen safety studies offering solutions that are difficult to achieve due to various field constraints or worse, lack of local support. She can identify a solution with a good cost-benefit ratio for the City and also develop many potential solutions evaluating them for constructability, stakeholder support, environmental constraints, utility and right-of-way impacts and, most importantly, cost should you desire.

RELATED PROJECTS

Traffic Study, US 378, Town of Lexington, South Carolina – Debbie is performing a transportation study to identify the functional classification network, determine multi-modal transportation opportunities and provide strategies to move people and goods safely and efficiently in and around Sunset Boulevard. The study will identify specific intersection recommendations and propose short term and long term improvements. The study will use 2020 as the opening day, 2030 as the ten year growth and 2040 as the twenty year growth/design year.

State Route 4 Bypass Corridor Widening, Butler County, Ohio – Debbie was instrumental in the determination that a superstreet would accommodate the traffic demands of the area. This was a stimulus project for a 3.65-mile stretch of a limited access highway which required the analysis and design to be completed in a one year time period. She designed the signing, pavement markings and the signal system for the entire corridor. The project included reconstruction of SR 4B in Butler County from two lanes to up to six lanes with three major intersections converted to super-



Education

- BS, Civil Engineering, University of Akron

Past Employment

- Licensed Professional Engineer – Ohio, Indiana

streets. These were the first superstreets in the State and special emphasis was given to the design of the signing and signals in order to direct traffic into the proper lanes and to minimize delay at each intersection.

PIC-752 Signing and Pedestrian Crossing Improvements, Pickaway County, Ohio – Debbie was oversaw the traffic design and analysis for these project which involved signing and pedestrian crossing improvements in Pickaway County for ODOT District 6. Mead & Hunt was selected to provide improvements to the signing and pedestrian crossings at Teays Valley High School. These improvements included a Rectangular Rapid Flashing Beacon at the main school crossing. This type of sign is activated by a pedestrian push button which starts the flashers for a determined interval. This adds emphasis to the sign so that motorist will be more aware of potential pedestrians crossing. This was a two-part project with this portion being added to an existing resurfacing plan.

STH 57 Reconstruction, Village of Allouez and City of De Pere – Debbie is assisting with the traffic analysis, TSWA and ICE for this 3.5-mile reconstruction project. STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of DePere. With no bicycle accommodations, poor sight conditions and historic and archaeological sites along the corridor, the three stake-holding communities and WisDOT requested Mead & Hunt to design an alternative which will provide safety for all travelers without compromising the Arterial's integrity. The design of this project is being conducted under two stages with Stage One being the investigation and determination stage that includes a robust traffic analysis of STH 57 and the surrounding roadway network utilizing Paramics to simulate traffic conditions for proposed alternatives. This stage also included extensive public outreach, agency and utility coordination, design reports, CSS workshops and preliminary roadway designs. Stage Two, currently underway, includes the completion of the environmental document, landscaping design, evaluation of intersections along the corridor including TSWA, ICE, preliminary roundabout designs, final TPP and final plans and PS&E.

MARK SAUER, AICP, PEDESTRIAN EVALUATION/REPORT

Mark has spent his career designing, researching and contributing to development projects in the planning and engineering fields. He has first-hand experience in comprehensive, sub-area and land/site planning, construction documentation, land division and zoning change procedures, public involvement, urban design and hand and computer generated presentation visualizations. Mark is proficient in Microsoft Office Suite, Adobe Creative Suite, Google Sketch UP and geographic information system (GIS) applications. Using these tools, Mark combines his creative background and understanding of municipal regulations to prepare community sensitive solutions for long-range, neighborhood and area master plans; site development concepts; and design guidelines. He has completed the Sponsor's Guide for Non-Traditional Transportation Project Implementation related to implementation of non-motorized bicycle and pedestrian facilities.

Mark routinely evaluates and prepares reports that examine area growth, safety needs and assess environmental impacts. One example of this expertise is when Mark developed a report on Best Practices for Milwaukee's Pedestrian Projects, Programs and Policies for the City of Milwaukee. The study examined alternatives and made recommendations on how implementing policies to better accommodate pedestrian traffic. This study is used by the City of Milwaukee Department of Public Works for implementation of pedestrian facilities. Mark's experience with evaluating safety needs paired with his innovative and creative solutions will provide valuable insight to the City of De Pere in efficiently and cost-effectively implementing techniques to calm traffic and make the area safer for pedestrians.

RELATED PROJECTS

Pedestrian Planning, Best Practices, City of Milwaukee – Ninety-five percent of streets in Milwaukee have sidewalks. However, this infrastructure is not designed to accommodate pedestrians in a safe and efficient manner. Rather, it is merely an afterthought in road construction, resulting in poor connectivity, lack of ADA facilities and inconsistent implementation and standards. Utilizing GIS and other visualization tools, the team analyzed data, prepared maps and visualizations and identified best management practices in planning for pedestrians that the City of Milwaukee Department of Public Works could use as groundwork for implementation of pedestrian facilities. This study resulted in a compilation of recommendations for design projects, programs and policies to be incorporated city wide as well as design recommendations at two specific problem intersections.



Education

- Master of Urban Planning, University of Wisconsin – Milwaukee
- BA, Urban Planning, University of Cincinnati

Registration

- American Institute of Certified Planners (AICP)

Comprehensive Plan, Town of Ledgeview – The Town of Ledgeview has had significant growth over the past two decades, more than quadrupling the Town's population. The development of a Comprehensive Plan Update was necessary to help the Town determine current challenges and define key planning issues for the future. The public involvement process included gathering data from the 2013 Community Survey, 2014 Community Engagement Session and 2014 Community Mapping Forum. Throughout the process, a Smart Growth Steering Committee led by Zoning and Planning Commission (ZPC) members met monthly to review document drafts and discuss plan recommendations. Mark served as the principal author for this comprehensive plan and provided leadership to ZPC members for formulating key planning issues and enhancing the Town vision statement. These elements enhanced the Plans focus by organizing important goals and outcomes, while also becoming more visually interesting. The Plan was unanimously adopted by the Town Board in November 2015.

Key implementation strategy from the Plan was an update to the Town's Park and Recreation Plan which was completed in 2016. Together, these two plans aim to develop a continuous sidewalk system in the Town's urban areas. Minimizing the impact of motor vehicles and promoting healthy alternatives is achieved through narrower streets; reduced speed limits; safe crossings; and provision of street trees, on-street parking or buildings near the street that provide a sense of enclosure and cue drivers to slow down. Sidewalks are key to providing safe pedestrian routes for people of all ages. In addition to changes to subdivision and platting regulation, the Town has adopted a plan for retrofitting older streets and neighborhoods with sidewalks, particularly where traffic has reached levels not anticipated when the development occurred. Strong planning and leadership has allowed the Town to implement the policies and recommendations of its plans.

PROJECT DATA SHEET FOR SIMILAR PROJECTS

STH 57, VILLAGE OF ALLOUEZ AND CITY OF DE PERE – BROWN COUNTY, WISCONSIN

STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of De Pere. This roadway is a preferred bicycle route; however, the roadway currently has no bicycle accommodations. The incomplete sidewalk network along the route impedes safe pedestrian travel and only one marked crossing opportunity within the 3.4 mile corridor limits access to the amenities along the east bank of the Fox River. Numerous intersections do not have adequate intersection sight distance and the existing roadway right of way is narrow. There are numerous historic and archeological sites along the corridor including historic homes, cemeteries, the Wisconsin State Reformatory and the Heritage Hill State Park.

The proposed improvement will reconstruct the existing urban section and underlying utilities. Several scenarios with different lane configurations and intersection controls have been considered. Additionally, bicycle and pedestrian accommodations have been incorporated into the alternatives to improve non-motorized user mobility through the corridor. Additional, geometric changes to incorporate median refuges at various locations across the corridor were included in the design. These refuges allow for two-stage crossing maneuvers of STH 57, increase the visibility of the pedestrians at these locations, and provide a geometric “pinch point” in the roadway to promote traffic calming. In all, nine crossing opportunities that provide a median refuge have been incorporated into the design.

Design services included TSWA; vehicle counts utilizing video recording systems; pedestrian counts of week day and week end users at key locations; ICE; development of several alternatives that incorporated bicycle and pedestrian; and detailed cost estimates.

To provide a complete street, the design year traffic model scenarios were evaluated to accommodate motorized vehicles as well as bicycles and pedestrians while minimizing environmental impacts and preserving adjacent historic sites. Our approach helped balance vehicular, bicycle and pedestrian demand with the roadway capacity and improve safety for pedestrians crossing at intersections.



Project Data

- Role: Paramics Traffic Microsimulation Modeling, video traffic counts, environmental document, PDR, DSR, TMP, ICE, storm water management, storm sewer design, preliminary and final retaining wall plans, TSWA, public involvement, CSS, preliminary and final roadway design, preliminary and final structure plans, Civil3D modeling, utility and agency coordination, soils report, historical/Section 106, roundabout design, lighting, traffic staging
- Design completed: 2021
- Construction completed: 2021
- Cost of project: \$15 million
- Design fees: Stage 1: \$533,000; Stage 2: \$1,783,000
- Key Staff: Chris Rossmiller, PE; Debbie Weaver, PE; Dustin Wolff, AICP; Mark Sauer, AICP

Contact: Andrew Fulcer, PE
 WisDOT NE Region –
 Green Bay
 944 Vanderperren Way
 Green Bay, WI 54304
 920-492-5664
 andrew.fulcer@dot.wi.gov

USH 14, VILLAGE OF CROSS PLAINS – DANE COUNTY, WISCONSIN

USH 14 in western Dane County is considered a principal arterial that provides regional connectivity to western Wisconsin and beyond. The highway is also Main Street to the Village of Cross Plains, a suburb located a few minutes from Madison's west side. The dual role of the highway as main street and regional arterial is a concern to village residents and transportation officials. Mead & Hunt led the development of improvement plans to address both concerns. Situated in downtown Cross Plains, pedestrian safety and mobility is an important concern for the community. Mead & Hunt designers coordinated with the village and WisDOT staff to develop roadway alternatives that provided safe crossings at key locations within the community. Treatments included median refuges and colored pavement treatments, which increased driver awareness at the crossings.

New and upgraded traffic signals will be installed along the corridor along with pedestrian and bicycle facilities. As part of the preliminary design of the project, Mead & Hunt staff also work with the village, WisDOT southwest region and area residents to develop concepts for other crossing locations along the corridor. Treatment options included Rapid Flashing Beacons, HAWK signals and in-pavement lighting systems. Mead & Hunt evaluated these options, then made recommendations to local officials and presented to public for comment. The recommendations ultimately were not included in the final design for WisDOT's project but were installed along the corridor as a separate project prepared by the village for construction.

The project development process included a full complement of services: survey, alternative analysis, preliminary and final design, design reports, environmental documentation, noise analysis, wetland delineation, structure design, traffic analysis, signal design, transportation project plats, construction staging and PS&E preparation. Mead & Hunt led a project team with five sub-consultants (one of which is a DBE) to assist with various aspects of the project, including: bridge design, geotechnical evaluation, plat preparation and roadway design. The project was completed on an aggressive 18 month schedule.



Project Data

- Role: Survey, alternative analysis, environmental documentation, wetland delineation, structure design, traffic analysis, construction staging, transportation project plats, PS&E
- Design completed: 2013
- Construction completed: 2015
- Cost of project: \$13 million
- Design fees: \$906,933
- Key Staff: Debbie Weaver, PE; Dustin Wolff, AICP; Mark Sauer, AICP

Contact: William Strobel, PE , RLS
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704
608-242-8009
william1.strobel@dot.wi.gov



STH 96, VILLAGE OF WRIGHTSTOWN – BROWN COUNTY, WISCONSIN

Safety was the key concern for this \$22 million reconstruction project located in the heart of downtown Wrightstown. Since STH 96 connects downtown to the local Wrightstown schools, designing bicycle and pedestrian accommodations including crosswalks was imperative. The design improved pedestrian mobility across the community and at various intersections throughout the village while providing safe crossing opportunities for students between the Wrightstown High School and Middle School.

Mead & Hunt provided design and environmental services for the reconstruction of 2.3 miles of urban roadway on STH 96. The project included a new 1,800-foot bridge over the Fox River with roundabouts at each end of the bridge. In addition, Mead & Hunt coordinated with and designed improvements to bicycle and pedestrian accommodations across to the Wisconsin Central Ltd. railroad crossing on CTH DD.

Under this two-party contract with WisDOT, Mead & Hunt completed several projects from 2012 to 2014. This includes an adjacent \$1.4 million mill and resurface project from the Village of Wrightstown to the Village of Greenleaf that involved improving bicycle accommodations. Additionally, Mead & Hunt designed plans to expand a two-lane urban section from Turner Street to Shanty Road. Mead & Hunt provided a full complement of services for the overall multi-task project.

Project Data

- Role: Roadway design, PS&E, historical and archaeological survey, hazmat investigation, public involvement, environmental assessment, TMP, ICE, storm water management, permitting, wetland restoration, TPP, planting plans, erosion control plans, utility and agency coordination
- Design completed: 2013
- Construction completed: 2014
- Cost of project: \$2.7 million
- Design fee: \$335,000
- Key staff: Chris Rossmiller, PE; Dustin Wolff, AICP

Contact: Daniel Segerstrom, PE
WisDOT Northeast Region-
Green Bay
944 Vanderperren Way
Green Bay, WI 54304
920-492-7718
daniel.segerstrom@dot.wi.gov

July 22, 2016

Eric Rakers, PE, City Engineer
 City of De Pere
 erakers@mail.de-pere.org

Re: Proposal – Broadway Pedestrian Crossing Study

Dear Mr. Rakers:

The City of De Pere is addressing its immediate pedestrian safety needs on Broadway Street and has the foresight to possibly use this study in other areas of the City. Ayres Associates has a project team well-qualified to meet your needs for this study.

This proposal includes our project approach, fee schedule, resumes, and relevant experience. We have completed many similar projects that address pedestrian crossing safety in cities throughout Wisconsin, including Wauwatosa, Eau Claire, and Middleton. Descriptions of these projects can be found in our proposal.

We have a good understanding of the City's needs. You will not find a more experienced team to lead this important project, giving you the peace of mind that this study will be done right.

Our team looks forward to helping the City plan for its future traffic needs. If you have any questions on our proposal or the services Ayres Associates offers, please contact either of us at the telephone numbers or email addresses listed below.

Sincerely,

Ayres Associates Inc



Kenneth H. Voigt, PE
 Senior Traffic Engineer/Project Manager
 VoigtK@AyresAssociates.com
 Office: 800.959.4489
 Cell: 414.870.2054



John Davis, PE, PTOE
 Manager – Traffic Engineering Services
 DavisJ@AyresAssociates.com
 Office: 800.959.4489
 Cell: 262.565.7497

KHV:tdp
 Enclosure

PROJECT UNDERSTANDING AND APPROACH

“There were definitely differences of opinion. But thanks to calm, professional discussion and clear presentations of options by Ayres, we were able to make good decisions.”

– Bill Porter, director of public works, City of Wauwatosa

Background

The City of De Pere has a need for an engineering evaluation of pedestrian safety along Broadway Street (STH 57) between Cass Street and a point 770 feet north of Randall Avenue. Of particular interest for the evaluation study are the intersections of Broadway at Randall and at Ridgeway Boulevard. Concerns of City residents and staff involve safety for pedestrians crossing Broadway Street, excessive vehicular speeds along Broadway Street, and the failure of some motorists to obey traffic warning devices, including the flashing red lights on buses. The City has identified the following traffic management measures that they would like evaluated as a part of the study:

1. Traffic calming options for arterial streets and their estimated costs
2. Use of rectangular rapid flashing beacons (RRFB)
3. Use of hybrid HAWK signals
4. Median pedestrian refuge crosswalk islands
5. Traffic signal at the Broadway Street intersection with Ridgeway Boulevard
6. Elimination of crosswalks to increase the usage of other marked crosswalks
7. Modifications to the crosswalk striping patterns

Study Approach

Based on the information provided in your Request for Proposals dated June 29, 2016, and our knowledge of the area and traffic engineering, Ayres Associates would conduct the study as described in the following tasks.

Task 1: Kickoff Meeting/Site Visit

Ayres Associates will meet with City staff and include field observations of the study segment of Broadway Street to observe firsthand the various issues of concern and to listen and learn about previous strategies that might have been implemented along Broadway Street between Cass Street and Randall Avenue. During this meeting Ayres Associates' engineers will take notes and photos of the pertinent features, occurrences, and traffic control devices along the street.

Task 2: Data Collection

- a. The City of De Pere will provide Ayres Associates with the following data:
 - i. Spot speed data from 2015
 - ii. Wisconsin Department of Transportation (WisDOT) traffic projections
 - iii. WisDOT traffic operation modeling
 - iv. WisDOT proposed improvements for the segment of Broadway Street north of Randall Avenue
 - v. Study corridor GIS mapping and aerial photography

- vi. Bicycle and Pedestrian Plan from City's Comprehensive Plan
 - vii. A five-year history of traffic crash data for the study segment of Broadway Street
 - viii. Correspondence and meeting minutes related to residents' concerns along the study corridor
- b. Ayres Associates will conduct a traffic gap study and counts of both pedestrians and vehicles at the Broadway Street intersections with Randall and Ridgeway. These counts will be taken from 7 to 9 a.m. and 2:30 to 5:30 p.m. on a Tuesday, Wednesday, or Thursday during the week of August 22 before school begins and then a second time in mid-September after the City and WisDOT complete roadway maintenance work on Broadway Street and school has been in session for a while. Ayres will use its advanced MioVision video equipment to reduce data collection costs and provide additional pedestrian count data between the requested study peak time periods.

Task 3: Analysis/Reports

- a. Ayres Associates will review the data provided by the City and WisDOT and include future traffic growth projections in the analysis of traffic gap data and pedestrian/traffic counts collected in Task 2a.
- b. Ayres Associates will review the traffic count data and our field notes to assist in developing a matrix of pros and cons on the seven traffic management techniques that City staff has identified. This task will include a traffic signal warrant analysis for the Broadway Street intersection with Ridgeway Boulevard. The results of the analysis will be documented in Interim Report 1 along with a preliminary cost estimate to implement each technique. The costs will identify implementation costs as well as any anticipated annual maintenance and operational costs.
- c. Recommendations will be developed regarding speed management (arterial street traffic calming) measures that can be implemented to "tame" the traffic speeds

and better notify motorists of the posted speed limit change at the northern limits of the study area. These recommendations will be summarized in Interim Report 2.

- d. Recommendations will be developed regarding a policy on the placement of crosswalks on four-lane arterial streets that addresses both newly constructed streets and retrofitting crosswalks on an existing street. These recommendations will be summarized in Interim Report 3.

Task 4: Meetings

- a. Ayres Associates staff will attend three meetings in addition to the study kickoff meeting referenced in Task 1. These meetings will include a public information meeting, a meeting of the Board of Public Works, and a meeting of the City's Common Council. The Board of Public Works and Council meetings will include a presentation of the study recommendations.
- b. After the Common Council meeting, a final report that summarizes the study recommendations and interim reports identified in Task 3 will be prepared and submitted to City staff for review and approval.

Schedule

1. Traffic gap and pedestrian count data collection: week of August 22 and week of September 19
2. Preliminary findings and report to City staff: October 24
3. City Board of Public Works meeting: November 7
4. City Common Council meeting: November 15

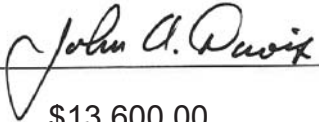
Proposed Fee Schedule

Company Name: Ayres Associates

Company Address: 3376 Packerland Drive

Company Address: Ashwaubenon, WI 54115

Company Representative: John A. Davis, PE, PTOE

Signature: 

Fee (Total): \$13,600.00

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ 1,140.00
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ 1,570.00
3. Attend one public information meeting in the evening with the neighborhood association.	\$ 860.00
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ 2,130.00
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ 1,960.00
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ 1,110.00
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ 1,720.00
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ 3,110.00

PROJECT TEAM

Ayres Associates will provide an experienced team to the City of De Pere for your Broadway Pedestrian Crossing Study. Our team of professional engineers, technicians, and support staff has successfully completed many similar traffic engineering projects throughout the state. We know how to work with you to complete this project efficiently.

Ken Voigt, PE, will serve as project manager. He will be your primary contact, attend meetings, schedule work, monitor progress and budgets, and see that this project is completed to your satisfaction. He has completed dozens of similar analysis projects in his career. Ken also is a certified traffic impact analysis preparer through the Wisconsin Department of Transportation.

Our project team members and their roles are listed below.

TEAM MEMBER	PROJECT ROLE	YEARS OF EXPERIENCE
Ken Voigt, PE	Project Manager, Public Involvement	49
John Davis, PE, PTOE	Quality Assurance/Quality Control	33
Tristan Hickman, PE	Traffic Engineer/Cost Estimating	9
Alex Motl, EIT	Traffic Specialist	2

Resumes showing relevant experience for our project team members follow in this section.

“Working with the Ayres team was great. They did super job with the planning process and dealing with the public. We had high regards for the abilities of both Ayres and (a subconsultant). I knew we were in good hands.”

– Tom Mason, director
Cheyenne Metropolitan Planning
Organization



Voigt

“Ken (Voigt) was instrumental in working with the residents, businesses, and nearby neighborhoods and neighborhood associations. ... I can without hesitation recommend Ken to any City undertaking a large and complicated street reconstruction project.”

– David Dryer,
traffic engineer,
City of Madison, about
Ken’s work on East
Washington Avenue



Davis

Ken Voigt, PE

Project Manager, Public Involvement

Registration: Registered Professional Engineer, WI

Certifications: Certified Traffic Impact Analysis Preparer, WI

Education: MS, Transportation Engineering, University of Wisconsin-Milwaukee, 1974; BS, Civil Engineering, University of Wisconsin-Madison, 1966

Years of Experience: 49

Ken has nearly 50 years of experience in conducting traffic safety studies, roadway operation analysis, traffic calming, and neighborhood street system design. He has led numerous focus group sessions to build consensus and to develop a context-sensitive design approach to projects. Ken teaches a course on traffic engineering fundamentals at the University of Wisconsin-Milwaukee and at the University of Wisconsin Engineering Extension. He is on the board of directors for the Congress for the New Urbanism. His experience includes:

- Tosa Village Intersection Study
- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- Wauwatosa East North Avenue Bike Lane Plan
- City of Middleton Downtown Circulation Study
- Eau Claire Downtown Street Design and Historic Riverfront Development
- Eau Claire Haymarket Concepts Parking Study and TIA
- Brookfield Academy Traffic Impact Analysis
- River Hills Preliminary Traffic Analysis

John Davis, PE, PTOE

Quality Assurance/ Quality Control

Registration: Registered Professional Engineer, WI, WY, GA, IN, FL, IL, MN, IA

Certifications: Professional Traffic Operations Engineer, 1999; Traffic Signal Operations Specialist, 2008; Wisconsin DOT Traffic Impact Analysis Certification, 2005

Education: MS, Civil Engineering, Purdue University, 1987; BS, Civil Engineering, Purdue University, 1982

Years of Experience: 33

John joined Ayres Associates in 2007, bringing 25 years of traffic engineering experience. He is manager of Ayres Associates’ traffic engineering group. John previously dedicated more than 20 years to serving the traffic divisions in large metropolitan areas. His project experience includes traffic control design and operations, geometric design, traffic impact studies, traffic control evaluations, traffic incident management, and freeway operations. He has demonstrated his commitment to moving the traffic engineering profession forward as a fellow of the Institute of Transportation Engineers (ITE) since 1998 and as a member of ITE since 1981. His experience includes:

- Tosa Village Intersection Study
- Wauwatosa Mayfair Collection Traffic Impact Analysis and Traffic Signal
- Wauwatosa East North Avenue Bike Lane Plan
- City of Middleton Downtown Circulation Study
- Eau Claire Downtown Street Design and Historic Riverfront Development
- Eau Claire Haymarket Concepts Parking Study and TIA
- Brookfield Academy Traffic Impact Analysis

Tristan Hickman, PE

Traffic Engineer/ Cost Estimating

Registration: Registered Professional Engineer, WI, WY

Certifications: Certified Traffic Impact Analysis Preparer, WI, 2008

Education: BS, Civil Engineering, University of Wisconsin-Milwaukee, 2007

Years of Experience: 9

Tristan joined Ayres Associates in 2007 and has experience with studies for intersections, interchanges, and freeway capacity analysis; traffic data collection; warrant studies; traffic signal design; TMP development; traffic operations analysis; pavement marking and permanent signing design; and intersection geometric design for signalized and roundabout intersections. Tristan has prepared traffic impact analyses for proposed developments, intersection control evaluation reports, and traffic safety studies. He specializes in microsimulation modeling with experience using VISSIM and SimTraffic. Also, his background in traffic analysis software includes programs such as HCS 2010, Synchro, PASSER, Quickzone, and Quadro. He has been a member of ITE since 2008. His experience includes:

- Tosa Village Intersection Study
- Wauwatosa East North Avenue Bike Lane Plan
- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- City of Middleton Downtown Circulation Study
- Brookfield Academy Traffic Impact Analysis
- Costco Wholesale – Pewaukee TIA Update
- Ho-Chunk Nation Beloit Casino Traffic Impact Analysis

Alex Motl, EIT

Traffic Specialist

Registration: Engineer-in-Training, WI

Education: MS, Civil & Environmental Engineering, University of Wisconsin-Madison, 2014; BS, Foreign Service: Science, Technology & International Affairs, Georgetown University-Walsh School of Foreign Services, 2008

Years of Experience: 2

Alex joined Ayres Associates in 2014 with experience in traffic operations and safety. She assists the traffic engineering staff with studies for intersection, interchange, and freeway capacity analysis; traffic counting data and counts; traffic impact analysis; TMPs; crash and safety analysis; warrant studies; and traffic operations analysis and intersection geometric design for signalized and roundabout intersections. Her background in traffic analysis software includes programs such as HCS 2010 and Synchro. Her experience includes:

- City of Wauwatosa Burleigh Street Bike/Ped Alternatives Analysis
- Wauwatosa East North Avenue Bike Lane Plan
- Wauwatosa Neighborhood Traffic Management
- River Hills Preliminary Traffic Analysis
- Eau Claire Haymarket Concepts Parking Study and TIA
- Wauwatosa Mayfair Collection Traffic Assessment
- Dell Range Corridor Study
- Madison Monroe Street Traffic Study
- Watertown Riverside Middle School Traffic Study
- Green Bay North Webster Avenue Reconstruction
- Madison Monroe Street Traffic Study



Hickman



Motl

AYRES
ASSOCIATES

SIMILAR EXPERIENCE

“I’ve sat through numerous engineering-focused technical discussions, which can be very dry and hard to follow. But Ayres really took the time to explain the likely outcome for each potential street modification. And they also made some important recommendations.”

– Ed Haydin, local resident
and former member
of East Tosa Alliance

About Ayres Associates

Ayres Associates is a multispecialty architectural/engineering consulting firm providing services from a network of 13 offices in five states.

Traffic Engineering Services

Safe roadway travel is nearly impossible without quality traffic engineering. Ayres Associates has in-house traffic engineers committed to providing safe, efficient travel. Our traffic engineering staff provides a range of services to public and private clients, including:

Pedestrian, school, and bicycle studies	Traffic signal design, operations, and timings
Intersection and corridor capacity analysis	Traffic modeling and microsimulation
Work zone user delay analysis	Traffic calming
Warrant analysis	Origin-destination studies
Crash and safety analysis	Speed studies
Traffic impact analysis and peer review	Signing and pavement marking design and evaluation
Traffic counting	Corridor planning
Parking analysis/design	Access management
Consensus building	Context-sensitive solutions

Our traffic engineers help our clients handle increased demand on their roadways while maintaining safety for motorists, pedestrians, and bicyclists. We are specialists in untying traffic tie-ups.

Project Experience

Our team has completed a number of projects with requirements similar to those of the City’s Broadway Pedestrian Crossing Study. Descriptions of several of these are provided on the following pages. We invite you to contact references listed with each project to get a firsthand account of how we serve our clients.

Tosa Village Intersection Study

Client: City of Wauwatosa

Completion Date: 2014

Reference: William Porter, Jr.,
414.479.8933

The City of Wauwatosa retained Ayres Associates to provide engineering analysis to improve traffic movement in the Tosa Village section of the City. Ayres assessed the geometric feasibility of modifying existing Tosa Village intersections to be more pedestrian friendly while still safely and efficiently accommodating area traffic and trucking movements; examined ways to improve the accessibility and circulation of an existing off-street public parking lot adjacent to the west side of Wauwatosa Avenue and south of Harmonee Avenue; and assessed the potential traffic impact associated with a new Harwood Avenue intersection with Wauwatosa Avenue that would provide a new access to the Tosa Village business district.



City of Middleton Downtown Circulation Study

Client: SRF Consulting Group, Inc.

Reference: Randall Geerdes, PE,
763.475.0010

Completion Date: 2008

Ayres Associates analyzed **pedestrian and bicyclist conditions for seven key intersections within the central business district** of downtown Middleton. A key part of the study involved a walking audit of existing sidewalk and street crossing conditions. The study analyzed pedestrian street crossing distances, signal phasing and timing, existing crosswalk design features and signing, Americans with Disabilities Act compliance, and traffic conflicts.



Tasks included analyzing each intersection for bicycle and pedestrian level of service with analysis of vehicular traffic circulation, including one-way circulation, road narrowing at select locations, traffic safety analysis, and on-street parking impacts.

Ayres Associates presented study information and recommendations to the Middleton Planning Commission for its approval. The recommendations included short- and long-range intersection improvements to enhance bicycle and pedestrian accessibility in the downtown area.

Wauwatosa East North Avenue Bike Lane Plan

Client: City of Wauwatosa

Reference: William Porter, Jr., 414.479.8933

Completion Date: 2014

The City of Wauwatosa retained Ayres Associates to develop preliminary plans for converting a segment of East North Avenue between North 60th Street and North 76th Street from an existing “chicane” design to accommodate on-street marked bicycle lanes. The concept design plan maintains the objectives of the East Tosa North Avenue Plan.

The project examined the engineering feasibility of adding a continuous bike lane on North Avenue, increasing on-street parking along North Avenue and at selected local north-south intersection approaches, and **taming traffic speeds on North Avenue while providing a pedestrian/bicycle-friendly street.** Consideration of a North Avenue “gateway” design at 60th Street was also incorporated into the conceptual plans.



This project included collecting North Avenue traffic counts at 66th and 67th Streets and conducting an intersection capacity analysis at North Avenue and 67th Street to assess the impacts of a change in traffic patterns due to the diversion of left turns from 66th Street to 67th Street. Ayres Associates collected the traffic volumes, conducted the traffic analysis, and prepared a brief technical memorandum documenting the findings.

Eau Claire Downtown Street Design and Historic Riverfront Development

Client: City of Eau Claire

Reference: Doug Derks, 715.839.4934

Completion Date: 2013

The City of Eau Claire retained Ayres Associates to provide traffic analysis, transportation and land use planning, public participation, and 30% design development plans for the reconstruction of South Barstow Street from Lake Street to the Eau Claire River and Eau Claire Street from Graham Avenue to Dewey Street. Work included development of 30% design development plans for the east bank of the Chippewa River from Lake Street to the Eau Claire River.



Proposed elements of the project included beautifying Barstow Street, **making it more pedestrian-friendly**, installing elements that complement the street’s older architecture, and **calming traffic**. The goal for Eau Claire Street was to create a welcoming promenade effect. The project also aimed to improve physical and visual access to the adjacent Chippewa and Eau Claire Rivers.

Traffic services included an analysis of the current downtown one-way street system for potential two-way conversion and for overall circulation and parking.



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

July 19, 2016

Mr. Eric P. Rakers, PE
City Engineer
925 South Sixth Street
De Pere, WI 54115-1199

Re: Broadway Pedestrian Study, City of De Pere

Dear Mr. Rakers,

Traffic Analysis & Design, Inc (TADI) is proud to have the largest traffic engineering staff of any engineering firm in Wisconsin. TADI was established in 2002 to provide clients with competitive fees (lowest overhead rate any firm with extensive traffic engineering experience), exceptional quality and unmatched client service in the field of traffic engineering. Our growth from 3 traffic engineering professionals to 30 traffic engineering professionals in fourteen years, with over 95% of our client's being repeat clients is a true indication of the quality of workmanship we provide. As a small firm focused on traffic engineering, we provide high quality workmanship and eliminate the corporate red tape often associated with larger companies resulting in quick and efficient response to your needs. Being a small firm also allows us to focus on competitive fees; our overhead rate is approximately thirty percent less than the overhead rates for large multi-disciplined firms.

TADI has successfully completed over 2,000 traffic engineering projects for the WisDOT, counties, municipalities and private developers in the last fourteen years. ***We have conducted over 2500 traffic counts and 500 Traffic Studies in the past ten years, the most of any engineering firm in the State of Wisconsin.*** We have conducted over 75% of the Traffic Studies submitted to WisDOT, of which all were approved by WisDOT. We are a WisDOT Certified TIA Provider and we have traffic engineering master contracts with the WisDOT.

In the last five years alone, we have completed traffic studies in the following Wisconsin communities: Shorewood, Whitefish Bay, Glendale, Mequon, Cedarburg, Grafton, Milwaukee, Wauwatosa, Wausau, Fond du Lac, Oshkosh, Greenville, Howard, Grand Chute, Little Chute, Bellevue, Sheboygan, Monona, Stoughton, Monroe, Dodgeville, Saukville, Burlington, Janesville, Waukesha, West Allis, Oak Creek, Brookfield, Oconomowoc, Pewaukee, Summit, New Berlin, Muskego, Kewaskum, Brown Deer, Beaver Dam, Somers, Franklin, Bristol, Kenosha, Pleasant Prairie, West Bend, Mukwonago, Mt. Pleasant, Eagle, Madison, Oregon, Menomonee Falls, West Milwaukee, Delafield, Lake Geneva, Hudson, Marinette, Richfield, Delavan, River Falls, and Medford, in addition to conducting several traffic engineering projects for WisDOT throughout the state.



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

More specifically, we have conducted several pedestrian safety/improvement studies/projects similar to what is requested for Broadway Street such as:

- Whitefish Bay, Silver Spring Drive Pedestrian Audit/Study
- Grafton, STH 60, Pedestrian Hybrid Beacon Study, Design and After Study
- Muskego High School Safety Study
- Minocqua USH 51 Pedestrian Crossing Study
- Racine County, 7-Mile Fair Parking & Pedestrian Crossing Study
- Hayward USH 63/STH 77 Pedestrian Facilities Road Safety Audit
- Aurora Baycare Medical Center Pedestrian Study
- WisDOT Statewide Safety/Speed Management Study
- WisDOT Safety Impacts of Rational vs. Irrational Speed Limits

For all of the above projects, a project sheet showing photos and more detail is included in this proposal. We have also conducted other pedestrian safety related projects such as:

- Glendale, Green Bay Avenue – study and signal/pedestrian crossing for service to an elderly facility
- Milwaukee Veterans Administration Campus Study – evaluation of pedestrians crossings throughout the campus.
- Glendale, Rectangular Rapid Flashing Beacon (RRFB) analysis/evaluation and design
- New Berlin West High School Study – recommendations for pedestrian safety within the high school parking lots.
- Various Road Safety Audits in North Central Wisconsin Communities for WisDOT roadways through communities.

In addition to traffic engineering projects, we have the ability to effectively interact with the public on traffic engineering issues to achieve public acceptance/concurrence on your project. Our staff are leaders in the traffic engineering field. We have had technical papers published and have been invited to present papers at local, state, national and international conferences in addition to receiving awards of various engineering honors. Our staff has served as instructors for engineering courses at Marquette University, the University of Wisconsin-Madison, and the University of Wisconsin-Milwaukee. In addition, our senior level staff teaches traffic engineering courses throughout the country through the University of Wisconsin-Madison Extension.

TADI places the highest priority on maintaining working relationships with clients, professional peers, and agency staff alike, resulting in well-rounded service in the public sector. Our diverse range of technical experience, an emphasis on internal and project team collaboration, and a unique business model enable TADI to offer an unparalleled combination of engineering quality, range, and value. This continued commitment to superior service has allowed TADI to accomplish a repeat business rate of over 95 percent. With our combination of technical savvy and communication skills, TADI staff members play an active and productive role in the project process and are valued for their contributions to meetings, hearings, and public involvement efforts. As a firm, TADI prides itself on developing



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

realistic and effective transportation solutions that are both technically sound and consistent with study objectives. Our comprehensive industry knowledge, coupled with an emphasis on communication and collaboration, ranks TADI as the premier traffic engineering firm in the region.

Our office/contact information is as follows:

***Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Ct
Cedarburg, WI 53012***

Ph: 1-800-605-3091

Fax: 262-377-4381

Email: jbieberitz@traffic-ad.com

Our proposal submittal is organized as requested in the RFP as follows:

1. Cover Letter
2. Project Data Sheets for Similar Projects
3. Key Staff Resumes
4. Fee Schedule

Please call or e-mail me if you have any questions, comments or concerns.

Very Truly Yours,

Traffic Analysis & Design, Inc.

A handwritten signature in black ink, appearing to read "John A. Bieberitz", is written over a horizontal line.

John A. Bieberitz, P.E., PTOE
Senior Traffic Engineer
President



1.800.605.3091
www.tadi-us.com

Providing Traffic
Engineering Solutions

Whitefish Bay Pedestrian Safety Audit

Silver Spring Drive, Whitefish Bay, WI



Client: Village of Whitefish Bay

Contact: John Edlebeck, Village Engineer; or Steve Sheiffer, Village Administrator, 414-962-6690

Project Description:

On the heels of a tragic pedestrian fatality, TADI was hired to conduct a pedestrian safety audit of the Silver Spring Drive corridor in Whitefish Bay. TADI led a walking audit that included the Village's police chief, public works director, and public relations and business district representatives. The audit drew the attention of local news stations, three of which interviewed TADI staff. TADI provided recommendations for both the short-term and long-term pedestrian safety improvements. Short-term recommendations focused on using signing and pavement marking to increase pedestrian awareness. Long-term solutions included updating signals to include pedestrian countdown timers and pavement enhancements. The village council approved financing of the short-term recommendations TADI presented at the council meeting.

The following elements were conducted as part of this project:

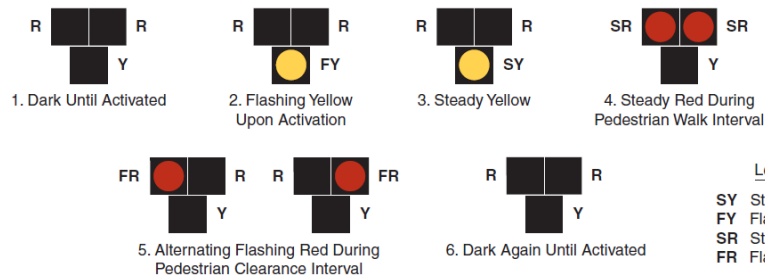
- Site Review
- Data Collection
- Pedestrian Safety Audit
- Crash and Safety Analysis
- Report and Presentation



1.800.605.3091
www.tadi-us.com

Pedestrian Hybrid Beacon ("HAWK") – Grafton, WI

State Trunk Highway (STH 60) with 13th Avenue, downtown Grafton, WI



Client: Village of Grafton

Contact: Dave Murphy, Director of Public Works, 262.375.5325

Project Description:

Two pedestrians were struck one month apart at the STH 60 intersection with 13th Avenue in downtown Grafton in the Year 2008. The Village of Grafton retained TADI to perform a study for the installation of a pedestrian hybrid beacon ("HAWK"). Tasks included:

- Crash analysis, pedestrian gap and behavior study, warrant study, and study of vehicle-pedestrian operations with and without the pedestrian hybrid beacon.
- Safety funding request (HSIP funding) form WisDOT
- WisDOT and FHWA Request for Experimentation (the device was not but is now approved in the MUTCD).
- Design for the pedestrian hybrid beacon at this location
- 3-year study for WisDOT and FHWA.



1.800.605.3091
www.tadi-us.com

Providing Traffic
Engineering Solutions

Muskego High School Safety Study

Located in the City of Muskego, Waukesha County, Wisconsin

89	Are there any driveways that have backups that extend onto the adjacent roadways? If so, please explain?	
90	Are there any driveways that have backups that disrupt the internal circulation of the parking lots? If so, please explain?	
91	Do vehicles have difficulty turning into or out of any driveways? If so, please explain?	

Client: Waukesha County

Contact: Mike Grulke, County Traffic Engineer, 262.548.7748

Project Description:

TADI performed traffic engineering services as part of the reconstruction of the CTH Y and Woods Road intersection. An important aspect of this project was the close proximity of the intersection to Muskego High School and a senior living complex on the other side of the intersection. Thus, the intersection needed to safely and efficiently accommodate higher volumes of pedestrians, bicycles, buses, along with a teen and older driver population mix. Also, the intersection needed to accommodate peaking of traffic during the beginning and ending of school, and during special events.

An integral part of the success of this project was the inclusion of a road safety audit in the preliminary engineering phase. The road safety audit included professional engineers from TADI as well as individuals from Muskego High School and the Muskego Police Department. The audit was specially designed for the characteristics of this intersection and included a checklist with questions pertaining to driveway utilization, special events, parking lot utilization, drop off locations, student driving behavior, pedestrians, bicyclists, buses, pavement conditions, pavement marking, signing, speed, and other general observations. The team agreed that the design that best accommodated the situation included an upgraded signalized intersection with pedestrian phasing, left turn phasing and special school bus actuation/timing plan to accommodate the arrival and dismissal times of the school.



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USH 51 Pedestrian Crossing Study

USH 51, Minocqua, WI



Client: Wisconsin Department of Transportation

Contact: Richard Simon, Project Manager, (715) 365-5775

Project Description:

The Wisconsin Department of Transportation had plans to reconstruct USH 51, including widening the current cross-section to include bike and pedestrian accommodations throughout the corridor. The proposed bike/pedestrian path was planned to connect into the Hiawatha/Bearskin State Park Trail within the downtown "island" section of the City of Minocqua, continue through the limits of the Minocqua Lake causeway, crossing USH 51 and continuing to the north where the path is ultimately planned to tie into a future trail. The City of Minocqua is a major tourist destination within the state and subsequently the Hiawatha/Bearskin State Park Trail is a heavily used pedestrian and bicycle facility.

TADI was retained to investigate some form of supplemental pedestrian crossing treatment at the planned USH 51 crossing location to provide safety for both the pedestrian and motoring public. With the volume of pedestrians crossing the heavily traveled USH 51 expected to be significant, several pedestrian crossing features were investigated and the Pedestrian Hybrid Beacon crossing treatment was recommended for installation at this locations. The following elements were conducted as part of this project:

- Site Review
- Data Collection
- Pedestrian Hybrid Beacon Warrant Study

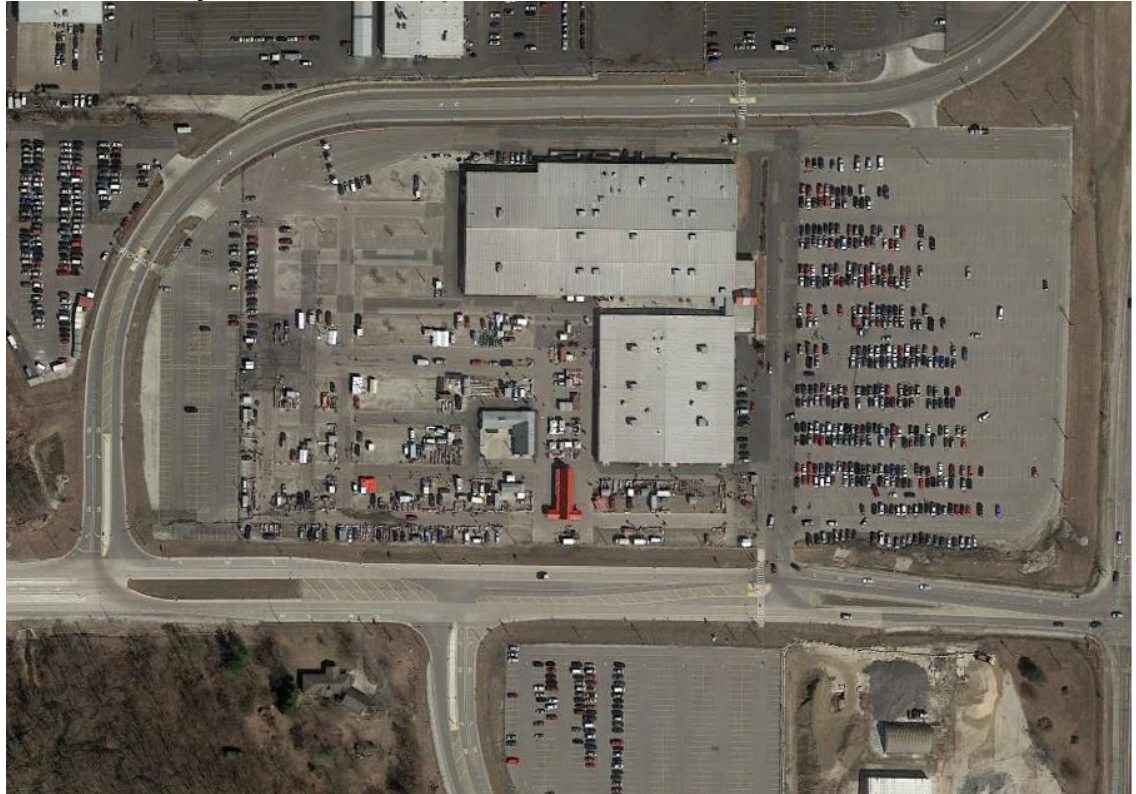


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7-Mile Fair Parking & Pedestrian Crossing Study

7 Mile Road, Raymond, WI



Client: Seven Mile Fair

Contact: Larry Ruka, Owner Representative, (262) 938-9808

Project Description:

The 7-Mile Fair is a major tourist/retail destination located adjacent to I-94. The Wisconsin Department of Transportation had plans to reconstruct a section of 7 Mile Road as part of the I-94 North-South freeway project. The plans also called for construction of new frontage roads adjacent to I-94 which impacted the four 7-Mile Fair access points as well as several of the existing parking lots to the property. With the reconfigured roadway system and parking lot configurations, the overall site operations for the 7-Mile Fair property needed to be revamped.

TADI was retained to investigate parking lot, roadway and driveway operations; pedestrian flow and some form of supplemental pedestrian crossing treatments at the three main pedestrian crossing locations adjacent to the site to provide safety for both the pedestrian and motoring public. With the volume of pedestrians crossing the three roadways expected to be significant, several pedestrian crossing features were investigated and the Rapid Reflective Flashing Beacon (RRFB) crossing treatment was recommended for installation at this locations.

The following elements were conducted as part of this project:

- Site Review
- Data Collection (parking, vehicle turning movement and pedestrian counts)
- Pedestrian Hybrid Beacon Warrant Study

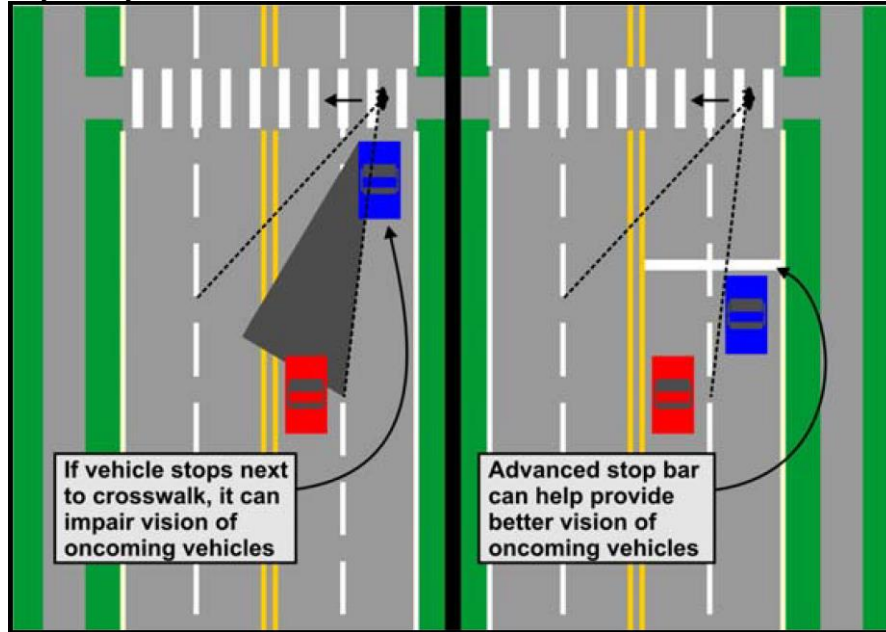


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Providing Traffic
Engineering Solutions

Hayward USH 63/STH 77 Pedestrian Facilities Road Safety Audit

City of Hayward, WI



Client: WisDOT

Contact: Greg Helgeson, WisDOT District Traffic Engineer, 715-836-2980

Project Description:

The Wisconsin DOT was concerned about pedestrian safety along the USH 63 and STH 77 corridors in Hayward, WI. Like most urban sections of northern Wisconsin, Hayward experiences high traffic and pedestrian activity during tourist season. WisDOT sought an independent review of safety issues on these two corridors. TADI assembled and led a pedestrian-focused safety audit team that included an experienced highway designer, a nationally recognized traffic safety researcher, and a traffic safety engineer. While walking the site, TADI discovered and documented several correctable issues related to pedestrian safety, including:

- Overall lack of pedestrian accommodations
- Incorrect wiring for pedestrian push buttons at USH 63/STH 77 intersection
- Crosswalks not aligned with pedestrian signal heads
- Pedestrian push buttons located too far from crosswalks
- Lack of pedestrian refuges

TADI recommended several strategies to provide a safer environment for pedestrians. One example was to provide advanced stop bars at a particular designated mid-block crossing to improve the vision sight angles for drivers and pedestrians.



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Providing Traffic
Engineering Solutions

Aurora Baycare Medical Center Pedestrian Study

Greenbrier Road, Green Bay, WI



Client: Hammes Company

Contact: Michael Scholl, Project Manager for Aurora, 262.792.4730

Project Description:

Aurora Hospital in Green Bay had been experiencing pedestrian crossing accidents within their parking lot near their main entrance. TADI was retained to evaluate the pedestrian conflicts as well as analyzing ways to improve on the hospitals valet services. Through a series of employee interviews as well as an extensive site review, it was determined that the existing site design was directing pedestrian traffic into the heaviest traveled vehicular corridor within the overall site. In addition to a dedicated pedestrian crossing, modifications to the valet service including a dedicated drop off lane were recommended to improve the overall safety within the site. The following elements were conducted as part of this project:

- Site Review
- Data Collection
- Staff Interviews

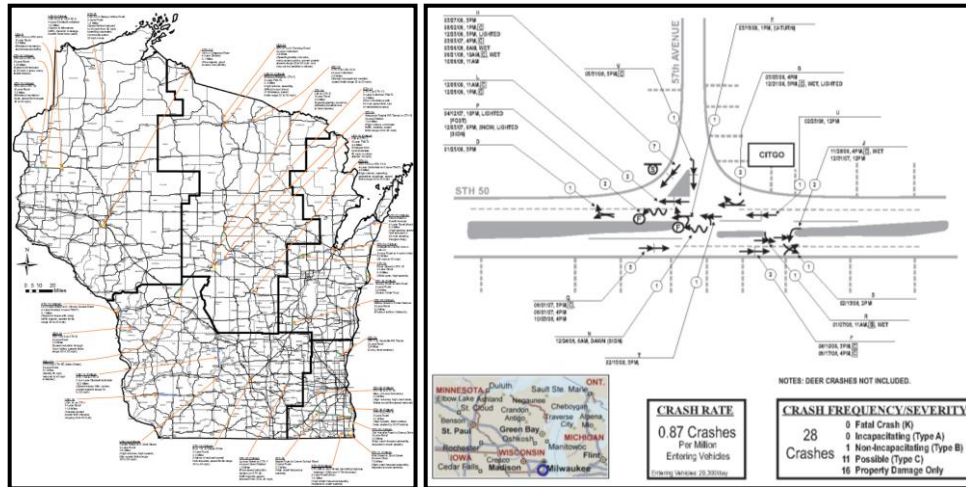


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Providing Traffic
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Statewide Safety/Speed Management Study

Thirty-Four corridors located throughout the state of Wisconsin, Bureau of Highway Operations, WisDOT Central Office, WI



Client: WisDOT BHO

Contact: Rebecca Szymkowski, State Safety Engineer, 608.266.9381

Project Description:

The Highway Safety Improvement Program (HSIP): Speed Management Improvement Project Development study was a statewide safety and speed management study for various state highway corridors located throughout the state of Wisconsin with suspected speed issues. The purpose of the study was to identify safety and/or speed issues on the selected corridors and recommend engineering countermeasures to potentially mitigate issues identified.

In total, there were 34 non-freeway state highway segments in the study with an average length of approximately 5.25 miles. **Over 4,000 crashes were plotted and more than 50 intersection collision diagrams were created.** For each segment, Traffic Analysis & Design, Inc. collected speed data, reviewed and plotted the crash data, identified engineering countermeasures to potentially address the speed and speed-related safety issues. A report with recommendations regarding WisDOT policy, particularly the Speed Management Guidelines, was also prepared.



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Safety Impacts of Rational vs. Irrational Speed Limits

Various corridors located throughout the state of Wisconsin, Bureau of Highway Operations, WisDOT Central Office, WI



Client: WisDOT BHO

Contact: Rebecca Szymkowski, State Safety Engineer, 608.266.9381

Project Description:

This study explored whether rational speed limits were safer than irrational speed limits. Rational and irrational speed limits were objectively defined based on observed travel speeds and outputs from the computer program USLIMITS. Two approaches were utilized to compare the safety of corridors with rational and irrational speed limits. The first approach consisted of a statistical crash comparison of five pairs of rational and irrational corridors (10 corridors totaling 12 miles). These corridors were matched based on geometric and operational characteristics. The second approach involved conducting speed counts and comparing speed variability statistics for 32 rational and 23 irrational corridors.

The results of the study showed that irrational corridors tended to have greater crash risk than rational corridors. More specifically, four of the five irrational corridors had higher crash rates than their rational counterparts. In the speed variability analysis, urban corridors with irrational speed limits exhibited more speed variability than urban corridors with rational speed limits. In rural areas, there did not appear to be any noticeable difference in speed variability. The results of this study appear promising towards developing a better understanding of how irrational speed limits affect safety.



JOHN R. CAMPBELL, P.E.

Traffic Safety Engineer

Specialties:

Traffic Safety Studies
Pedestrian Studies
Speed Management Studies
Origin Destination Studies
Traffic Management Plans (TMP)
Microsimulation Modeling
Benefit/Cost Comparisons

Education:

B.S. Civil Engineering,
Marquette University, 2002

M.S. in Civil Engineering,
University of Wisconsin, 2005

Transportation Management & Policy Certificate,
UW – Madison, 2005

Employment History:

TADI: 2006 to present

University of Wisconsin Madison: 2003 to 2004

Ayres Associates: 2000 to 2006

Certifications:

WI Professional Engineer, 2007
WisDOT SE Region Certified TIA Preparer

Professional Affiliation:

Institute of Transportation Engineers,

1.800.605.3091 Ext. 86

Direct: 414.350.3256

jcampbell@tadi-us.com

www.linkedin.com/in/johncampbell4

Mr. Campbell is a traffic safety engineer with Traffic Analysis & Design Inc. (TADI). His current responsibilities include traffic safety studies, pedestrian studies, traffic management plans, traffic safety studies, speed management studies, and managing Bluetooth origin-destination studies.

Mr. Campbell has recently spoken about using Bluetooth data for origin-destination purposes at various TRB, ITE, ASCE, and ACEC meetings. Mr. Campbell has also given presentations about irrational speed limits, identifying hazardous intersections, and road safety audits.

Overall, Mr. Campbell has fifteen years of work experience including safety studies, pedestrian studies, traffic safety research, traffic mitigation, microsimulation, Bluetooth data collection, conceptual design comparisons, and construction inspection. His well-rounded experience helps him identify feasible, constructible, and cost-efficient transportation solutions.

Papers and Presentations:

Bluetooth Topics

TRB, ITE, ASCE, ACEC, & Mid-Continent
Transportation Symposium

Safety and Speed Topics

ITE, University of Wisconsin, Mid-Continent
Transportation Symposium, & APWA



MICHAEL MAY, P.E., PTOE

Senior Traffic Engineer

Specialties:

Corridor Traffic Analysis
Traffic Impact Studies
Traffic Calming Studies
Safety Studies
Pedestrian Accessibility Studies
Alternatives Development/Analysis

Education:

B.S. in Civil Engineering,
Marquette University, 2002

M.S. in Civil Engineering,
University of Wisconsin – Milwaukee, 2008

Certifications:

Professional Engineer – Illinois & Wisconsin
Professional Traffic Operations Engineer
WisDOT SE Region Certified TIA Preparer

Professional Affiliations:

ITE, International Member
WI Traffic Engineering Council Board Member
Young Professional of the Year Award, 2007

City of West Allis
Community Block Grant Committee, Vice Chair
Comprehensive Plan Committee
Bicycle & Pedestrian Steering Committee

1.800.605.3091 Ext. 83

Direct: 414.807.1912

mmay@tadi-us.com

www.linkedin.com/in/trafficengineer

Michael is a Senior Traffic Engineer with Traffic Analysis & Design, Inc. (TADI). His responsibilities include project management and performance of complex traffic impact studies and corridor studies, traffic calming studies, development of traffic signal timing plans (corridors and isolated), safety studies, signalized and stop-sign controlled intersection capacity analyses, and simulation & modeling. He serves as an in-house expert on innovative intersection treatments and traffic signal operations.

Mr. May has served as traffic engineer for more than 300 traffic studies in more than 80 communities – urban, suburban and rural. Studies range in size from investigating isolated intersection safety, to performing complex corridor studies, to retiming entire cities, to investigating the impacts of small to over 2,200+ acre development plans. He has also evaluated and/or modified numerous traffic studies conducted by other firms on behalf of public sector review agencies. He occasionally co-instructs short courses at UW-Madison, and he guest lectures classes at Marquette University and UW-Milwaukee.



DON LEE, P.E.

Senior Traffic Engineer

Specialties:

Conceptual Design Comparisons
Pedestrian Safety Studies
Corridor Studies
Traffic Impact Studies
Intersection Control Evaluations (ICE)

Education:

BS Civil Engineering,
University of Wisconsin – Milwaukee, 1994

BBA Marketing & Finance,
University of Wisconsin – Milwaukee, 1988

Certifications:

Professional Engineer, 1998
WisDOT SE Region Certified
TIA Preparer (SE05-804-046)

Professional Affiliation:

Institute of Transportation Engineers,
Wisconsin Chapter

American Public Works Association,
Wisconsin Chapter

1.800.605.3091

Direct: 414.763.7163

dlee@tadi-us.com

www.linkedin.com/in/djleetraffic

Mr. Lee is a senior traffic engineer with Traffic Analysis & Design, Inc. (TADI). His current responsibilities include conducting conceptual design comparisons, pedestrian safety studies, safety assessments, corridor studies, traffic impact studies, Intersection Control Evaluations (ICE), and traffic signal design.

Don has a diverse background in the planning and design of transportation facilities with over 22 years of work experience including WisDOT project management, roadway conceptual and final design, construction inspection, traffic signal design, and traffic analysis of unsignalized and signalized intersections. His well-rounded design experience helps him identify feasible, constructible and cost-efficient transportation solutions.

Don also has extensive experience having worked on many high profile politically sensitive projects in Southeast Wisconsin over his career including the demolition of the Park East freeway and construction of a replacement at-grade roadway in Milwaukee's CBD, the construction of Canal Street within the City of Milwaukee's Menomonee Valley, the construction of the Lake Parkway in southeast Milwaukee and the construction of the Jobs Corridor project spanning the border of the City of Milwaukee and the Village of Menomonee Falls. Don has completed over 25 PS&E packages for various WisDOT design projects. His strong people skills allow him to identify, gain consensus on and implement solutions for complex transportation projects.



AMY C. POMEROY, P.E.

Traffic Engineer

Specialties:

Traffic Data Collection Management
Intersection Capacity Analysis
Traffic Impact Studies
Traffic Safety Studies

Education:

B.S. Civil Engineering,
University of Wisconsin – Milwaukee, 1992

Certifications:

Professional Engineer, Wisconsin, 1998

Professional Affiliations:

Institute of Transportation Engineers, Wisconsin
Chapter

1.800.605.3091

Direct: 414.803.3712

apomeroy@tadi-us.com

www.linkedin.com/in/apomeroy

Ms. Pomeroy is a traffic engineer with Traffic Analysis & Design, Inc. based in Cedarburg, Wisconsin. Her primary responsibilities include both intersection and corridor safety studies as well as traffic count data management. Ms. Pomeroy has also assisted with intersection capacity analyses, corridor studies, traffic impact analyses, and development of optimal signal timing plans.

Ms. Pomeroy has over fifteen years of work experience including seven years' experience with safety and speed projects throughout the state of Wisconsin, including both corridor and intersection analysis. Ms. Pomeroy is responsible for compiling crash data utilizing both the MetaManager program and the WisTransportal Crash Data site, reviewing MV4000 crash report forms, creating intersection and corridor collision diagrams, calculating crash rates and identifying potential safety improvements. Ms. Pomeroy has worked closely with WisDOT personnel analyzing state highway corridors, providing Safety Screening Analysis Reports and completing DSR Crash Analysis forms. Ms. Pomeroy has performed speed studies along several corridors, analyzed the speed data, calculated 85th percentile speeds and recommended safe speed limits for those corridors. In addition to safety and speed study work, Ms. Pomeroy has played an integral role in data collection management and processing count data for WisDOT for the past eight years.

Proposed Fee Schedule

Company Name: TRAFFIC ANALYSIS & DESIGN, INC. (TADI)

Company Address: N36 W7505 BUCHANAN CT

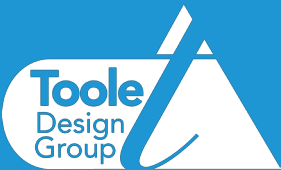
Company Address: CEDARBURG, WI 53012

Company Representative: JOHN A. BIEBERITZ

Signature: 

Fee (Total): \$ 17,131.00

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ 1,371.20
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ 2,975.26
3. Attend one public information meeting in the evening with the neighborhood association.	\$ 1,358.80
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ 2,055.78
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ 1,783.32
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ 2,674.98
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ 2,617.60
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ 2,294.06



Broadway Pedestrian Crossing Study

Proposal to the City of De Pere • June 22, 2016





16 North Carrol Street
Suite 200
Madison, WI 53703
608.663.8080
www.tooledesign.com

July 19, 2016

Eric Rakers, P.E., City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-8304
Submitted via email to erakers@mail.de-pere.org

Re: Request for Proposals for the Broadway Pedestrian Crossing Study

Dear Mr. Rakers and Members of the Selection Committee:

Toole Design Group, LLC (TDG) is pleased to respond to your Request for Proposals (RFP) for the Broadway Pedestrian Crossing Study. Our response includes a description of our qualifications, the fee schedule provided in the RFP, resumes for key staff who will be involved in the Study, and brief descriptions of relevant projects we have completed for other communities and agencies.

COMPANY QUALIFICATIONS

TDG is the nation's leading full-service planning, engineering and landscape architecture firm specializing in integrated multimodal transportation. We have extensive experience planning and designing facilities designed to improve pedestrian safety and comfort. Our relevant company qualifications are highlighted below.

- **Knowledgeable about all Aspects of Pedestrian Crossing Safety:** Developing a pedestrian crossing study requires expertise with multimodal data collection and analysis, crash typing, countermeasures, and an understanding of traffic operations, geometric design, and user characteristics and behaviors. Our staff have broad experience in all these areas.
- **Skilled at Identifying Best Practices and Developing Guidelines:** TDG has extensive experience researching and developing best practices for a variety of clients from the Institute of Transportation Engineers and federal agencies to state departments of transportation, metropolitan planning organizations, and local governments. TDG is at the forefront of research in data collection and monitoring methods, and multimodal transportation analysis techniques. TDG recently authored a report for the Federal Highway Administration (FHWA) titled "Achieving Multimodal Networks: Applying Design Flexibility & Reducing Conflicts" that includes sections on traffic calming, transitions to main streets, and pedestrian accessibility that is particularly relevant to this Study.
- **Public Engagement Experts:** Effective public engagement will inform the recommendations of this Study. It is important to involve local residents and other key stakeholders in an effective and meaningful way to ensure that their concerns about crossing Broadway are heard, and the Study recommendations address these concerns. Our approach includes an interactive, participatory process that has been refined through hundreds of successful projects throughout the U.S.

FEE SCHEDULE

The fee schedule provided with the RFP is included with this proposal. As detailed in the RFP, the fee schedule includes two separate pedestrian counts and a traffic gap analysis. Pedestrian counts will be conducted at two locations within the Study corridor covering a two-hour AM period, and a three-hour PM period. A traffic gap analysis will cover the peak hour and will be performed at one location within the Study corridor. The fee schedule also includes a public informational meeting to solicit concerns and input from residents about pedestrian issues crossing Broadway, and presentations to the Board of Public Works and the Common Council.

RESUMES AND RELEVANT PROJECTS

Resumes for key staff who will work on this study are included in this proposal. **Kevin Luecke**, Director of TDG's Madison office, will serve as Project Manager and will oversee a team of engineers and a landscape architect. All TDG staff involved in the project have worked on pedestrian projects, from planning new pedestrian corridors and treatments, to designing pedestrian facilities and performing pedestrian safety analysis.

Descriptions of similar projects TDG has performed are also included in this proposal. The projects cover a range of project types that are relevant to the Broadway Study, and all of the included projects were worked on by at least one team member from this proposal.

ALTERNATE STUDY APPROACH

The City has described the issues for pedestrians crossing Broadway in the RFP and has articulated a thorough process for assessing issues and developing recommendations. The fee schedule included in this proposal provides TDG's proposed fee to accomplish these tasks as described in the solicitation.

However, we would like to suggest as an alternative a charrette-based approach that we believe can be more cost-effective and holistic. In addition to examining pedestrian crossings of the existing street, a charrette process would allow for examination of alternatives such as reducing the number of travel lanes from four to three (one in each direction with a center turn lane), which tends to slow traffic speeds and ease pedestrian crossing, without reducing throughput in many instances (this would require modeling of traffic operations to determine feasibility).

An ideal approach for a charrette for this Study would be as follows:

- Day 1: Project team arrives, meets with staff, tours the corridor, and hosts a public meeting to solicit input about pedestrian issues in the Study area.
- Day 2: The project team conducts pedestrian counts and a traffic gap analysis, and begins developing initial recommendations.
- Day 3: The project team conducts any necessary focus groups or interviews with key stakeholders, refines recommendations, and hosts a public meeting to unveil draft recommendations.

Following the conclusion of the charrette, TDG would formalize the recommendations developed during the charrette, develop cost estimates for the recommendations, and provide the more generalized crosswalk recommendations requested by the City in Task 6 of the RFP. The recommendations would be presented to the Board of Public Works and Common Council, as required in the RFP.

Our proposed fee for this alternate approach is \$31,530. We would be happy to further discuss the benefits of this approach with you.

ABILITY TO DELIVER SERVICES

TDG's Madison office is a fully multi-disciplinary office with engineers, planners, designers and public outreach specialists. Our reputation for high quality work and excellent client service has allowed us to grow and establish a strong presence in Wisconsin. We are a registered Disadvantage Business Enterprise (DBE) in Wisconsin.

In conclusion, we would like to thank you for the opportunity to submit this proposal. TDG will commit our staff and resources throughout the duration of this project. Furthermore, we share the City of De Pere's commitment to optimizing streets for the safety of all users. If you have any questions, please do not hesitate to contact our proposed Project Manager, Kevin Luecke at kluecke@tooledesign.com or by phone at 608.663.8081. I can be reached by phone at 301.927.1900 x106 or email wschultheiss@tooledesign.com. Thank you for your consideration of our team.

Thank you,



William Schultheiss, P.E.

Vice President, Senior Engineer



KEY PERSONNEL

Toole Design Group (TDG) has selected a group of highly experienced planners, engineers, and landscape architects who have been involved in pedestrian studies and analysis for a number of years. Their resumes are enclosed.



William Schultheiss, P.E.

Principal-in-Charge, QA/QC

Bill Schultheiss has over 18 years of experience in bicycle and pedestrian planning and design, and serves as an expert consultant on bicycle and pedestrian projects throughout the United States. As a registered professional engineer, he has overseen or led the retrofit design of over 300 miles of streets to improve safety of all modes of travel while making bicycling and walking an attractive option. Because of his expertise, Bill has worked on a wide variety of national research and design guidelines for the American Association of State Highway Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), Maryland State Highway, Massachusetts Department of Transportation, Washington, DC, Boston, MA, Baltimore, MD, and Seattle, WA.

Selected Project Experience

- **Bike Walk Twin Cities: Improving Conditions for Walking and Biking Planning Study**, Minneapolis and Saint Paul, MN
Bill was Project Manager for this contract, providing quality control and coordination between partner agencies. TDG developed 12 corridor planning assessments to improve bicycle and pedestrian access and safety. Preliminary design plans were developed from the 10% to 90% design level for each project. Project types ranged from bicycle boulevards, paths, bicycle lanes, sidewalks, and intersection redesign. Bill assisted with field assessments and development of recommendations for all projects.
- **Glencarlyn Street and Sidewalk Master Plan**, Arlington, VA
Bill served as the Project Engineer for the Glencarlyn neighborhood sidewalk plan in Arlington, VA. The plan for sidewalks improves pedestrian safety while maintaining the neighborhood's unique character. As Project Engineer, Bill conducted pedestrian counts and inventoried and mapped sidewalks, pedestrian travel patterns, lighting, parking, and street trees. The Master Plan established a priority pedestrian route for sidewalk construction and presents design recommendations for sidewalks, roadways, and intersections.
- **Maryland Avenue NE Pedestrian Safety Corridor Design**, Washington, DC
As Project Manager and lead design engineer, Bill has developed conceptual design alternatives for community and inter-agency review to improve multimodal safety of the roadway. The alternatives provided options for multi-leg intersection geometric improvements, green street drainage improvements, and a potential road diet to calm traffic. A significant component of the project is analyses of existing and future traffic conditions. The project required an intensive public process culminating in the development of preliminary engineering drawings for the preferred alternative and construction documents for an interim pilot project.

Professional Highlights

- Toole Design Group: 2003-Present
- Earth Tech, Inc: 1999-2002
- SEA Consultants: 1998-1999
- Anderson Nichols & Co. Inc.: 1996-98

Education/Certification

- Bachelor of Science, Civil Engineering, Northeastern University: 1998
- Professional Engineer: WI

Training Expertise

- Pedestrian Safety
- Manual on Uniform Traffic Control Devices
- Safe Routes to School
- Bicycle Safety
- Road Safety Audits
- Accessible Design

Appointments/Affiliations

- National Committee on Uniform Traffic Control Devices-Bicycle Subcommittee and Pedestrian Taskforce
- Institute of Traffic Engineers
- Association of Pedestrian and Bicycle Professionals



Kevin Luecke

Project Manager

Kevin Luecke is the Director of TDG's Madison, Wisconsin, office. Kevin is a multimodal transportation planner with a broad background in active transportation planning and policy. He has worked with communities large and small, as well as state departments of transportation, and federal agencies to improve bicycling and walking safety. Kevin is adept at facilitating community engagement and developing solutions that are tailored to and appropriate for each community or region he works with. At TDG, Kevin has managed projects that have recommended hundreds of miles of bicycle and pedestrian facilities, researched pedestrian and bicycle issues for the Federal Highway Administration (FHWA), and conducted numerous public outreach events to engage citizens in various planning activities.

Selected Project Experience

- **Downtown Appleton Mobility Study**, Appleton, WI
TDG was responsible for analyzing bicycle and pedestrian access and recommending improvements in connectivity. As Project Manager, Kevin led an existing conditions assessment that included analysis of pedestrian utilization, crossing conditions, and connectivity. Based on this analysis, Kevin developed facility and programmatic recommendations focused on improving pedestrian and bicyclist safety, comfort, and connectivity.
- **FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety**
Kevin worked as a planner on this study and guide commissioned by the FHWA. Kevin conducted research into the common and exemplary practices of communities and state Departments of Transportation (DOT) in maintaining pedestrian facilities. Practices cover pedestrian facilities, including sidewalks, trails, crosswalks, and pedestrian signals. Kevin produced a series of recommended practices for pedestrian facility maintenance that formed the foundation for the guide.
- **Greening America's Capitals - Madison**, Madison, WI
Kevin served as Senior Planner for this project in Madison sponsored by the U.S. Environmental Protection Agency. Kevin was part of a team that developed multiple alternatives and concepts to improve bicycle and pedestrian friendliness at five locations in the Triangle Neighborhood. The final report made recommendations for improved pedestrian crossings of three arterial streets and improved bicycle and pedestrian connectivity within and through the neighborhood.
- **Wauwatosa Bicycle and Pedestrian Facilities Plan**, Wauwatosa, WI
Kevin served as Assistant Project Manager for this comprehensive bicycle and pedestrian plan for the City of Wauwatosa, adjacent to Milwaukee. Kevin performed an existing conditions assessment and GIS analysis that led to recommendations for new pedestrian facilities and crossings, improvements to existing pedestrian facilities, and a comprehensive bikeway network.

Professional Highlights

- Toole Design Group: 2012-Present
- Bicycle Federation of Wisconsin: 2009-2012

Education/Certifications

- Master of Public Administration, and Master of Science, Urban and Regional Planning, Certificate in Transportation Management and Policy, University of Wisconsin: 2009
- Bachelor of Arts, History and Political Science, Northwestern University: 1998

Affiliations

- Association of Bicycle and Pedestrian Professionals



Jennifer Hefferan, RLA

Planner

Jennifer Hefferan has 15 years of experience applying her Landscape Architecture and Urban Design expertise to transportation projects. Jennifer is an expert in pedestrian crosswalk safety. She worked for eight years as the Safe Routes to School (SRTS) Coordinator for the District Department of Transportation (DDOT), overseeing a variety of engineering, education, enforcement, and encouragement projects. She is skilled in both planning and design and has experience applying real-world design principles to planning projects. She is knowledgeable about the operational characteristics of pedestrians and bicyclists and physical roadway design characteristics. Jennifer served as president of the Association of Pedestrian and Bicycle Professionals from 2012 through 2014.

Selected Project Experience

- **Midtown Springfield Pedestrian Circulation Plan and Design Guidelines**, Springfield, VA
As Planner on this project, Jennifer developed a plan showing preferred circulation patterns within a redeveloping area in Springfield, VA. As part of the project, she also wrote and illustrated best-practice guidance for pedestrian-friendly development.
- **MassDOT Complete Streets On Call**, Acton, Medford, and Winchester, MA
As Senior Landscape Architect, Jennifer created concept drawings for a variety of Complete Streets projects in Acton, Medford, and Winchester. The projects included a variety of proposed changes to improve conditions for pedestrians and bicyclists, including bike lanes and crosswalk safety improvements.
- **Downtown Appleton Mobility Study**, Appleton, WI
As Senior Landscape Architect, Jennifer is assisting with the pedestrian and bicycle element of the Downtown Appleton Mobility Study. She analyzed existing conditions for pedestrians and bicyclists in Downtown Appleton and developed the Existing Conditions Memo summarizing the findings. Jennifer also helped with the creation of recommendations for improving pedestrian access and safety.
- **Maryland State Highway Administration Bicycle and Pedestrian Design Guidelines**
Jennifer served as Landscape Architect. She prepared design details showing preferred methods of accommodating pedestrians and bicycles on Maryland roadways. Details included recommended sidewalk widths, pedestrian signs and signals, and bicycle lane design.
- **Winchester-Frederick, Virginia Bicycle and Pedestrian Mobility Plan**, Winchester-Frederick, VA
As part of the project, Jennifer identified and prioritized potential improvements for pedestrians and bicycles and developed design guidance for the accommodation of pedestrians and bicycles within the Winchester-Frederick Metropolitan Planning Organization (MPO).

Professional Highlights

- Toole Design Group: 2015-Present, 2004-2007
- District Department of Transportation: 2008-2015
- Lardner/Klein Landscape Architects, P.C.: 2002-2004
- City of Seattle Department of Transportation, Pedestrian and Bicycle Program: 2001-2002
- Washtenaw Engineering: 2000

Education/Certification

- Master of Landscape Architecture and Certificate of Urban Design, University of Washington: 2002
- Bachelor of Science, University of Michigan: 2000
- Registered Landscape Architect: VA

Appointments/Affiliations

- President of Board of Directors: Association of Pedestrian and Bicycle Professionals: 2012-2014

Publications/Presentations

- ITE Journal (January 2004) "The City of Seattle, WA, USA, Crosswalk Inventory and Improvement Plan."
– Co-author



Hannah Pritchard, P.E., PTOE

Traffic Gap Analysis

Hannah Pritchard is an engineer with a background in transportation planning and traffic engineering. She will lead the engineering aspects of the project. Hannah has performed walkability trainings and audits in multiple communities around the country. She is highly capable of translating between planners and engineers and developing plans that meet a community's vision while remaining feasible from an engineering standpoint. She is an advocate for inclusive city planning, with a passion for incorporating walkable designs into Complete Streets projects.

Selected Project Experience

- **Wichita Pedestrian Master Plan**, Wichita, KS
Hannah served as a transportation engineer assisting the City of Wichita in creating its first Pedestrian Master Plan. The project was driven by numerous citizen surveys that indicated a desire to increase the level of walking satisfaction and to make walking safer within the City. Hannah was responsible for developing the project prioritization process for use by the City in implementing future pedestrian infrastructure projects.
- **State Highway 125 Needs Identification Study**, Appleton, WI
Hannah performed traffic analysis using Synchro 9.0 for the intersection of State Highway 125 and Memorial Drive/Richmond Street in Appleton, WI. This intersection was identified as a high crash location for bicycles and pedestrians. Hannah provided safety recommendations, including limiting right turn on red and the incorporation of a leading pedestrian interval, as well as the operational impacts of incorporating these concepts.
- **McKinley Elementary School**, Arlington, VA
Hannah was a Traffic Engineer for the McKinley Elementary School baseline data collection for the Arlington Public Schools Multimodal Transportation Planning project. Hannah's tasks include QA/QC of existing multimodal traffic data and existing traffic conditions at five study intersections and establishing trip generation for proposed conditions. Hannah's work included Synchro 8.0 analysis.
- **Kiawah Island Transportation Services**, Kiawah Island, SC
Hannah served as the traffic engineer for the evaluation of multimodal improvements in the island community of Kiawah. Hannah performed a traffic study to evaluate the impacts of this improvement on internal intersections on the island, as well as general recommendations to resolve existing traffic issues. In addition, recommendations were made to provide bicycle and pedestrian access to the new fitness center location.

Professional Highlights

- Toole Design Group: 2013-Present
- Parsons Brinkerhoff: 2006-2013

Education/Certification

- Master of Science, Civil Engineering, Michigan State University: 2009
- Bachelor of Science, Civil Engineering, Michigan State University: 2004
- Professional Engineer: MI , MN
- Professional Traffic Operations Engineer: 2015

Appointments/Affiliations

- Institute of Transportation Engineers
- Women's Transportation Seminar

Technical Proficiencies

- Synchro 5.0 – Synchro 8.0
- SimTraffic
- HCS
- SPSS



Oscar Garcia
Project Engineer

Oscar Garcia is a civil engineer with more than fourteen years of experience in roadway design for new construction and rehabilitation of existing urban and rural roadways in Wisconsin, Maryland, Virginia, and the District of Columbia. He has experience in the application of civil engineering principles for roadway designs, maintenance of traffic, drainage, and analysis of safety and other construction issues related to highway projects, including the preparation of engineering documents such as cost estimates and construction drawings.

Selected Project Experience

- **Planning and Environmental Linkages Study for the Madison Beltline**, Madison, WI

Oscar is assisting in a feasibility study for proposed pedestrian and bicycle underpasses at the intersection of the Madison Beltline off ramp at Exit 257 and S. Whitney Way. He has been responsible for the analysis of existing conditions and the design on horizontal and vertical alignments for the underpasses and trail connection to existing facilities.

- **Florence School District 1**, Florence, SC

Oscar has been responsible for the design and preparation of plans for the proposed sidewalks for three different streets in the vicinity of two schools in the City of Florence, SC. Oscar is doing the modeling in Inroads in order to provide plans, profiles and cross sections as well as an engineer's estimate.

- **East Riverdale- Beacon Heights Sector Plan**, Riverdale Park, MD

Oscar provided assistance on the analysis of the existing conditions and the current improvement plans for MD 410 and MD 201 roadways to determine if these conditions meet the Maryland State Highway Administration (SHA) criteria and satisfy the future pedestrian demands due the construction of the Purple Line rail transit stations in the vicinity of these corridors.

- **City of Easley - Brushy Creek Greenway**, Easley, SC

Oscar is involved in the preparation of plans and geometric design for this existing trail. Oscar is assisting in the evaluation of the existing conditions and the Inroads modeling to develop plan, profiles, and cross sections for the upgrades to the existing trail.

- **Mount Vernon Existing Conditions**, Alexandria, VA

Oscar has been responsible for the design of the pavement marking and signing of an on street bicycle facility in the City of Alexandria. He participated in the development of different concepts up to the final design that met the requirements of the client.

- **Minuteman Bikeway Wayfinding Design**, Lexington, MA

Oscar is assisting in the preparation of plans and selection of types and locations of wayfinding signs for the Minuteman Commuter Bikeway.

Professional Highlights

- Toole Design Group: 2015-Present
- Parsons Transportation Group: 2004-2015
- Wallace Montgomery and Associates: 2002-2004

Education/Certification

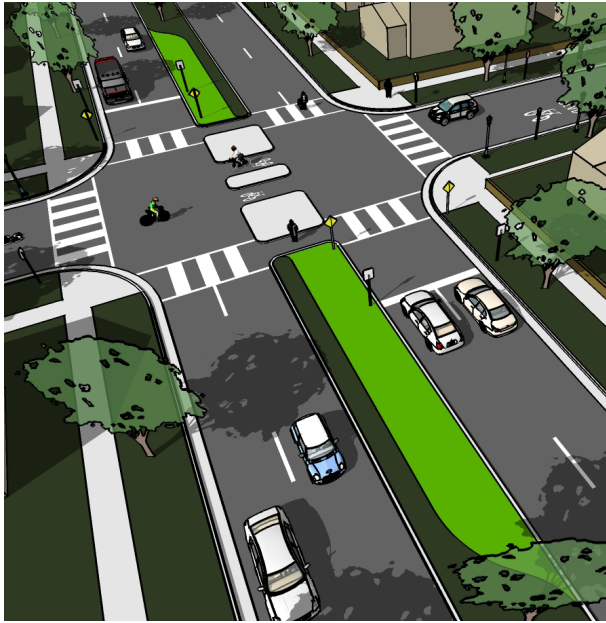
- Master of Engineering, University of Florida: 2002
- Bachelor of Science, Civil Engineering, Pontificia Universidad Javeriana, Bogota, Colombia: 1999



PROJECT DATA SHEETS

Toole Design Group (TDG) has had the privilege to be part of many projects that have direct, relevant application to the City of De Pere Broadway Pedestrian Study. By providing the best technical skills in pedestrian street crossings, TDG has delivered successful projects for a wide variety of clients throughout the U.S.

Bike Walk Twin Cities: Improving Conditions for Walking and Biking Planning Study Saint Paul and Minneapolis, MN



Toole Design Group (TDG) led an effort to improve bicycle and pedestrian access and safety on 12 priority corridors in the Twin Cities. These projects involved feasibility analyses, public and stakeholder involvement and preliminary engineering design to improve biking and walking conditions.

Preliminary design plans were developed from the 10% to 90% design level for each project. Project types ranged from bicycle boulevards, paths, bicycle lanes, sidewalks, and intersection redesign. Designs for many of these corridors had to address specific safety challenges related to heavy truck and transit vehicle traffic. Bike Walk 2012 Street Solutions is funded by Bike Walk Twin Cities, the federal non-motorized transportation pilot program administered by Transit for Livable Communities (TLC). These projects serve Bike Walk Twin Cities' larger mission of encouraging more people to bike and walk for transportation purposes.

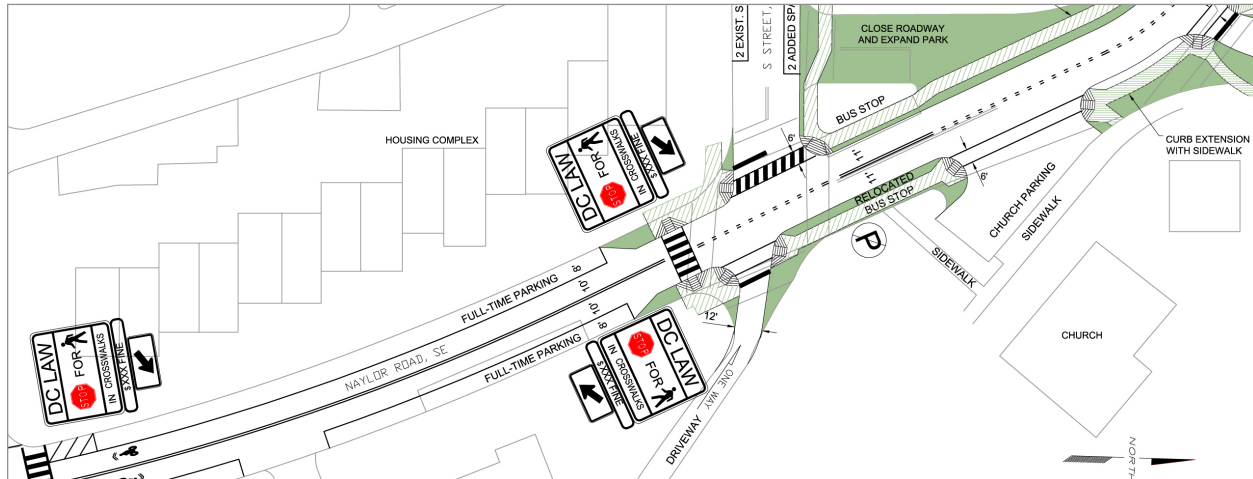


TDG developed design solutions for each location as examples for other gaps throughout the region. The design solutions were also developed as model examples of future Complete Streets. The effort included a comprehensive assessment of field conditions for all travel modes with an emphasis on walking and bicycling barriers. The project also included a Complete Streets training for public stakeholders and extensive public participation for the most challenging corridors to build consensus for potential improvements.

Client

Transit for Livable Communities
Steve Clark, formerly Project Manager
626 Selby Avenue
Saint Paul, MN 55104
202.621.5460
steve@bikeleague.org

Randle Highlands Transportation Audit Washington, DC



Toole Design Group (TDG) was retained by the District Department of Transportation (DDOT) to develop a transportation audit of the Randle Highlands neighborhood in Southeast Washington, DC. This project was commissioned by DDOT to investigate resident concerns regarding motorist operating speeds and behaviors as they traveled through the neighborhood. An emphasis on pedestrian safety and reducing motor vehicle operating speeds through the residential neighborhood was the focus of the project. Motor vehicle volumes, operating speeds, vehicle travel patterns, pedestrian gap analysis, and level of service analysis were collected and analyzed within the study network. Detailed existing operational and geometric analysis diagrams were developed for five identified intersections which have a history of crashes, operational deficiencies, and/or community complaints.

The project identified a number of locations which have significant speeding challenges such as Naylor Road with an 85th percentile speed 20 mph over the posted limit. 25th Street and 27th Streets also had observations of aggressive driving and speeding. All roads were arterials which restricted traffic calming to non-vertical treatments requiring creative geometric solutions.

Detailed conceptual recommendations were developed for 25th Street, Naylor Road, and a segment

of 27th Street to improve the multi-modal functionality and to reduce operating speeds. Improvements included geometric changes to incorporate chicanes, curb extensions, and median refuges to reduce operating speeds on arterial roadways and improve pedestrian crossings and access to transit stops. These recommendations were supported by signing and marking improvements. Conceptual plans for a traffic mini-circle pilot project were developed and presented to the community and DDOT.

Area-wide improvements include sidewalk and roadway improvement plan, bus stop improvement plan, traffic calming measures, bike lanes, sign and marking improvements, as well as trail crossing improvements for a soft service hiker/biker trail crossing through the neighborhood.

The project also involves interagency coordination and public involvement with the local neighborhood association.

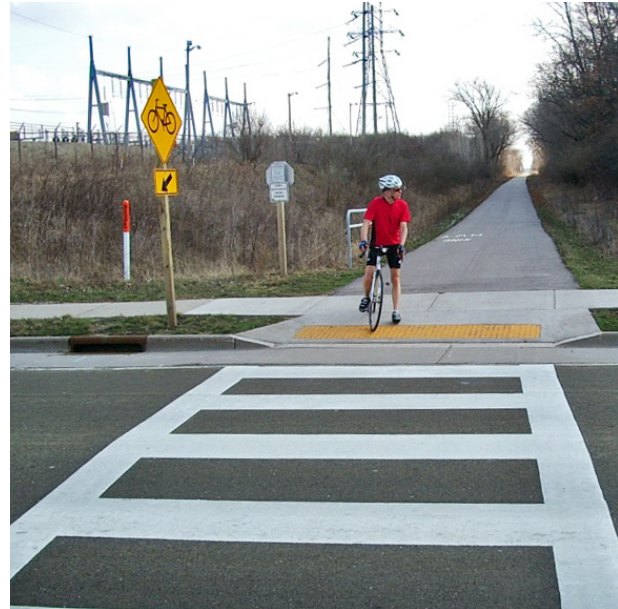
Client

District Department of Transportation
Anna Chamberlain, Project Manager
55 M St SE
Washington, DC 20003
202.671.2218
anna.chamberlin@dc.gov

Badger Trail Recommendations Madison, WI



The Badger Trail is a 40-mile state trail on the former Illinois Central Gulf Railroad corridor between the City of Madison and the Illinois state line. This trail provides a regional connection to such trails as the Capital City State Trail, Military Ridge State Trail, the Ice Age National Scenic Trail, and the future Cannonball Trail. Within the City of Madison, the Badger Trail is one of the busiest trails. The portion of the path which was studied in this report was opened in the fall of 2010, but soon concerns were raised about some of the road crossings of the trail.



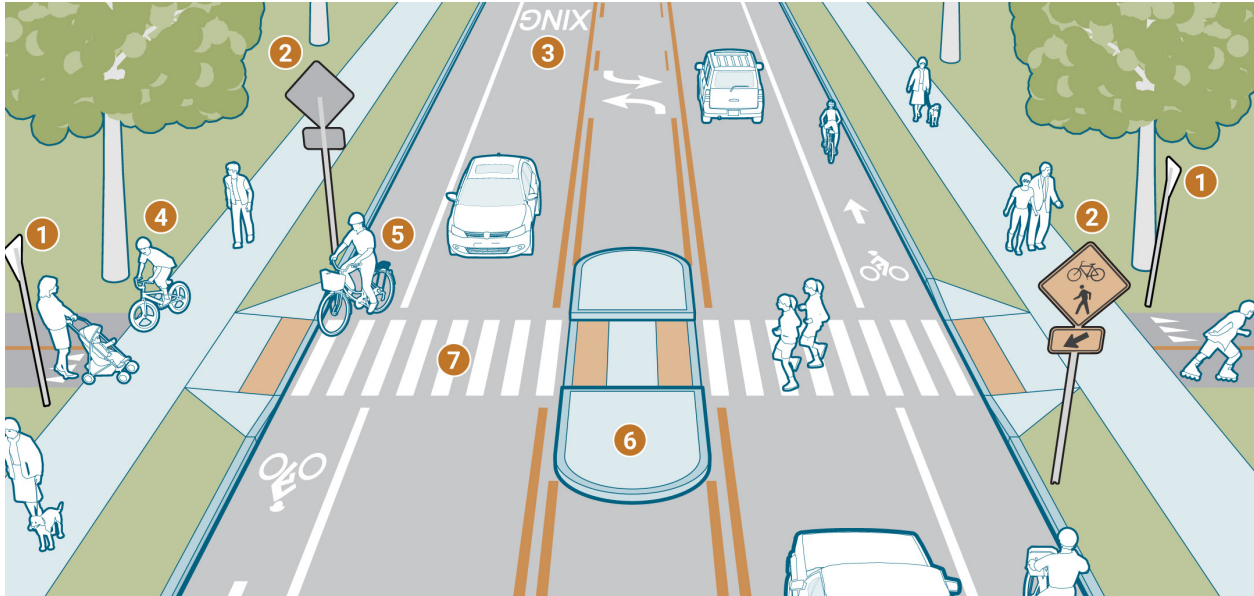
As part of the Wisconsin Department of Natural Resources's (DNR) ongoing commitment to trail safety, the DNR requested Toole Design Group (TDG) review various aspects the trail from the City of Madison to the end of the paved portion of the path just beyond the City of Fitchburg. The report's scope included the analysis of eight trail-roadway crossings, recommendations regarding the type of marking material for a trail center line, and recommendations for education and enforcement efforts to improve communication and interactions between motorists, bicyclists, and pedestrians.

Client

Wisconsin Department of Natural Resources
Brigit Brown, State Trails Coordinator
PO Box 7921
Madison, WI 53707
608.266.2183
brigit.brown@wisconsin.gov

Achieving Multimodal Networks: Applying Design Flexibility & Reducing Conflicts

Federal Highway Administration



Flexibility in Pedestrian and Bicycle Facility Design

Toole Design Group (TDG) is working with the Federal Highway Administration (FHWA) on the development of the Flexibility in Pedestrian and Bicycle Facility Design Resource. The major components to the project include public outreach; background context (i.e. literature review and case studies); applications of flexibility (comprehensive list of applications of flexibility); cut sheets (i.e. ten cut sheets that highlight examples of where design flexibility was used to achieve well-connected bicycle and pedestrian network with more comfortable, safe, and accessible facilities); and a summary document to be incorporated into the FHWA's Strategic Agenda for Pedestrian and Bicycle Transportation.

The goal of this project is to develop a resource that identifies specific examples of design flexibility, and to do it in a concise, straightforward and highly illustrative way. This resource will complement, rather than duplicate existing guidance that has been created by the FHWA, American Association of State Highway and Transportation Officials (AASHTO), National Association of City Transportation officials (NACTO), Institute of Transportation Engineers (ITE), and others.

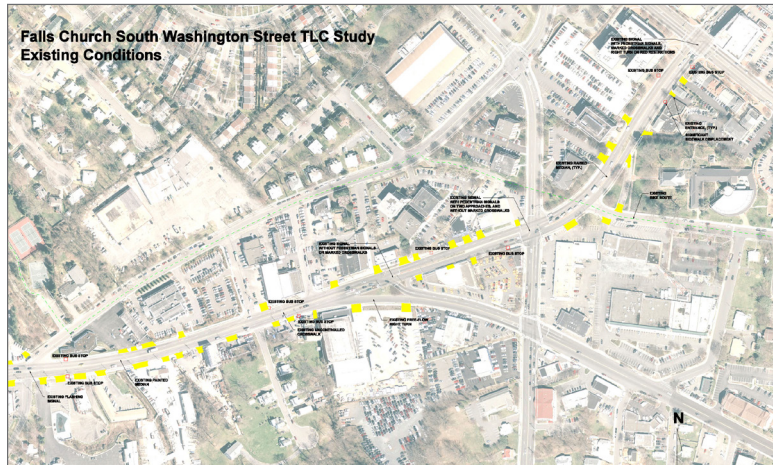
Multimodal Conflict Points

TDG is working with the FHWA on the Multimodal Conflict Points Guide. The purpose of the Guide is to assist jurisdictions, planners, and designers on how to reduce conflicts where various transportation modes intersect. The Guide includes a literature review of the topic, stakeholder outreach including a Technical Working Group (TWG), on-site assessments, and typical scenario cut sheets. The Guide consists of 12 typical scenario cut sheets that vary in topics. The cut sheets focus on strategies to reduce modal conflicts in various scenarios including transit stations, bus stops, shared use paths, schools, accessibility, and bicycle facilities. The Guide was completed in May 2016.

Client

Federal Highway Administration
Office of Human Environment
Daniel Goodman, Livability Team
HEPH-10, Room E74-430
1200 New Jersey Avenue SE
Washington, DC 20590
202.366.9064
daniel.goodman@dot.gov

South Washington Street Corridor Planning Falls Church, VA



The Falls Church South Washington Street Corridor Study is a small area corridor plan focusing on pedestrian and traffic management issues in an older commercial strip environment. The study establishes multimodal transportation as a cornerstone goal of all redevelopment in the area. Additional goals of the study are to improve pedestrian access and safety, transit access and overall traffic flow. As a part of the Transportation Planning Board's Transportation/Land-Use Connections Technical Assistance Program, the study provides recommendations that are transferable to other locations in the Metropolitan Washington region.

Due to the compressed time frame of the project, it was important to solicit stakeholder input efficiently. Toole Design Group (TDG) facilitated a stakeholder walking tour along the entire South Washington Street corridor, which generated many of the questions and subsequent recommendations that ended up in the plan.

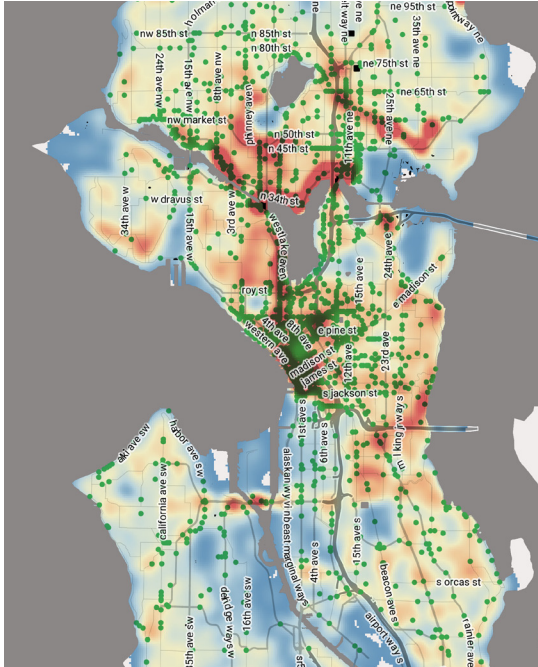


Corridor recommendations are framed by a series of design principles that will guide all future development. The current street environment is heavily oriented towards automobiles and is not particularly enticing to walk through. As South Washington Street evolves, vibrant civic spaces are important for promoting community interaction and economic development. Opportunities to reduce crossing distances on South Washington Street should be explored, along with improved driveway access management. Finally, pedestrians walking along South Washington Street should benefit from pedestrian friendly land-use and urban design. Recommendations provide specific examples of how land-use and building form can improve the pedestrian experience for future visitors.

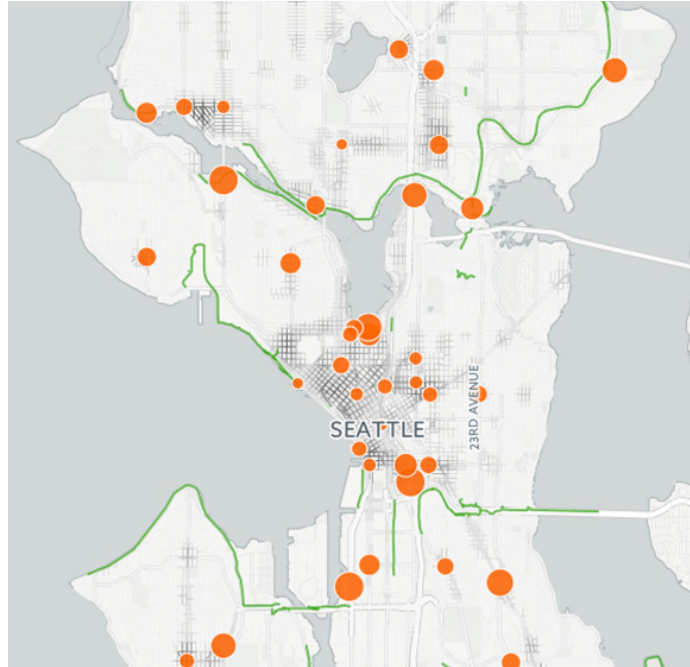
Client

Metropolitan Washington Council of Governments
John Swanson, Principal Transportation Planner
777 North Capitol Street, NE, Suite 300
Washington, DC 20002
202.962.3295
jswanson@mwkog.org

Bicycle and Pedestrian Safety Analysis Seattle, WA



Toole Design Group (TDG), in cooperation with a team of researchers from multiple universities, is analyzing Seattle's robust collision and roadway data to identify the factors, or combination of factors, that are contributing most significantly to pedestrian and bicycle collisions. The results of this analysis are anticipated to allow Seattle to proactively address safety issues through systemic improvements and uniform street design approaches. The project will also identify a



prioritized list of safety projects and the top projects will be designed at 30%. Another major deliverable of the Safety Analysis project is development of a suite of GIS-based analytical tools informed by the data analysis work that the City will be able to use on a periodic basis to analyze collision data, identify new bicycle and pedestrian safety improvements, and track performance implemented facilities.

Client

Seattle Department of Transportation
Monica Dewald, Senior Civil Engineering Specialist
700 Fifth Avenue, Suite 3800
Seattle, 98104
206.684.5374
monica.dewald@seattle.gov

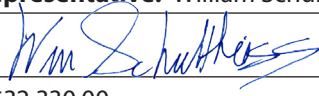
Proposed Fee Schedule

Company Name: Toole Design Group, LLC

Company Address: 16 North Carroll Street, Suite 200
Madison, WI 53703

Company Representative: William Schultheiss, P.E.

Signature:



Fee (Total): \$32,330.00

TASK	DESCRIPTION	COST
1.	Attend a kickoff meeting with Staff and conduct a field visit.	\$4,645.00
2.	Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$7,145.00
3.	Attend one public information meeting in the evening with the neighborhood association.	\$2,590.00
4.	Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$4,425.00
5.	Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$3,425.00
6.	Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$2,610.00
7.	Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$3,380.00
8.	Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$4,110.00
Total		\$32,330.00

Request for Proposals For Broadway Pedestrian Crossing Study

The City of De Pere would like to invite your firm to submit a proposal to perform a study on pedestrian crossing facilities on Broadway Street in De Pere.

Your proposal must be submitted to our office by 4 pm on July 22, 2016. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

PROPOSAL REQUIREMENTS:

The proposal should include the following:

- Attached Fee Schedule
- Cover Letter Identifying Similar Projects
- Key Staff Resumes
- Project Date Sheet for Similar Projects

GENERAL INFORMATION:

The City of De Pere is requesting proposals to evaluate pedestrian safety and make recommendations for improvements on Broadway Avenue. Information from this study may be used by the City in other areas to establish criteria for crosswalks and crosswalk marking on arterial and collector streets throughout the City.

The proposed study is on Broadway Avenue (STH 57). The primary area of focus for this study is the area north of the downtown from Cass Street to 770 feet north of Randall Street. The southerly limit is just north of the transition from downtown businesses to residential. The northerly limit is another transition from residential back to multifamily and business. The northerly limit also coincides with a transition from a concrete street to asphalt street, speed limit change (35 mph to the north and 25 mph to the south) and a future Wisconsin Department of Transportation (WisDOT) reconstruction project to the north in 2021 and 2022.

Broadway is a four lane arterial facility without a median that extends north and south through the City on the east side of the Fox River. As noted above, the speed limit is 25 mph. The average daily traffic is in the range of 15,000 vehicles per day. Table 11 of FHWA Publication Number: HRT-04-100, Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations recommends that crosswalks not be installed alone on this type of facility without other treatments.

One of the items listed in the scope of services is to complete an analysis of traffic gaps for pedestrian crossings. Traffic operates in a free flow condition the majority of time in this section of Broadway. The closest signal to the south is located at Williams Street, which is 400 feet south of Cass Street. This is a semi-actuated signal that remains green for Broadway traffic until queued for traffic on William Street. The next major intersection south of Williams Street is the Claude Allouez roundabout. The closest signal north of the north end of the project is 6,300 feet away at

the Broadway/STH 172 intersection.

The City has received complaints from neighbors in the Randall Street area over the last few years due to the challenges of crossing Broadway. A few residents have requested a pedestrian actuated yellow flashing beacon at Broadway and Randall.

This is also the area where a news report was conducted showing cars not obeying flashing red lights on buses. The City has concerns with motorists adhering to warning devices.

There are crosswalks marked at Cass, Franklin, Fulton, Ridgeway, and Randall Street across Broadway within the project corridor.

Another concern in the area is traffic speed. Many residents in the area are concerned about speed in the 25 mph zone near Randall. They feel that traffic is continuing at a high rate of speed due to the 35 mph speed limit just to the north. WisDOT completed a Spot-Speed Field Study on Broadway at Randall (25 mph zone) and 1400 feet to the north (35 mph zone) in 2015. The average speed at Randall was 30.3 mph, the 50th percentile was 29.3 mph, and the 85th percentile was 34.5 mph. The average speed 1400 feet to the north of Randall was 38.4 mph, the 50th percentile was 37.8 mph, and the 85th percentile was 42.1 mph.

CONSIDERATIONS:

Based on a general review, staff has identified the following techniques for consideration on the project:

- Traffic calming, including overhead decorative entrance sign at the speed limit change, additional painting, and permanent radar signs
- Rectangular Rapid Flashing Beacons
- Hybrid HAWK System
- Median for a pedestrian refuge
- Traffic Signal at Ridgeway and Broadway
- Elimination of crosswalks to increase usage of other marked crosswalks
- Modifications to the crosswalk striping style

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. Attend a kickoff meeting with Staff and conduct a field visit.
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing (one the week of August 22nd prior to school and one in mid-September when school is in session).
3. Attend one public information meeting in the evening with the neighborhood association.
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed

- at the north limits of the study.
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.
 7. Attend a Board of Public Works meeting and Council meeting to present the report.
 8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.

The intent of this study is to also use the information for other areas of the City. This will become part of a larger policy for how the City addresses pedestrian crossings/safety concerns at various facilities.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and the Council on August 16th. The work on the study is to be completed August, September, and October. The actual pedestrian counts and gap analysis will need to occur the week of August 22nd and September. The City and WisDOT are performing maintenance on Broadway in July and early August that will result in lane closures. Results will be presented to the Board of Public Works on November 7th and the Council on November 15th.

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 includes the following:

1. Provide documentation as listed in the Scope of Services.
2. Reports are to be in a Word and Adobe format.
3. Estimates are to be in an Excel and Adobe format.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. WisDOT Spot Speed Study from 2015.
2. WisDOT Traffic Projections.
3. WisDOT Traffic Modeling.
4. WisDOT proposed improvements north of project study area.
5. GIS mapping and aerial photos.
6. Bicycle and Pedestrian Plan from the City's Comprehensive Plan.

Any survey work required for the analysis will be provided by the City.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ _____
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ _____
3. Attend one public information meeting in the evening with the neighborhood association.	\$ _____
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ _____
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ _____
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ _____
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ _____
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ _____

N. Broadway Street

PROJECT SURVEY AREA

FRONT ST

N BROADWAY ST

MORRIS ST
N WISCONSIN ST

N MICHIGAN

CASS ST



1 inch = 200 feet



Engineering Division
925 S. 6TH ST
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Broadway
Pedestrian
Crossing Study

May 2016
By: KAD

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____, ("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the _____ (date) _____ City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated _____ (date) _____ (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is
necessary to make changes in the project as described in the exhibits, such changes will be
incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to
the scope of services as identified therein shall be defined in writing and authorized by both
parties prior to performing such work. Such writing shall include the scope of work to be done,
schedule for commencing and completing the work and the basis for compensation for such
work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

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SAMPLE

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-90, Authorizing Consultant Agreement Between the City of De Pere and Graef-USA Inc. (GRAEF) (Claude Allouez Bridge Maintenance Study)

The Board of Public Works at the August 8, 2016 meeting approved the staff recommendation to accept the quote from Graef-USA, Inc. for the Claude Allouez Bridge Maintenance Study estimated at \$5,800.00. The budgeted amount for this study is \$25,000. Funds for this work are budgeted in the Tax Incremental District #5.

The Engineering Department received proposals to evaluate the Claude Allouez Bridge and provide recommendations for maintenance and activities that should be completed over the next few years. The project involves a combination of engineering analysis tasks, including:

- Non-loadbearing cable post stud repair
- Exterior structure painting
- Miscellaneous maintenance activities not identified by the City

The total cost of this work is estimated as follows:

	Graef-USA	Robert E. Lee & Associates, Inc.	Cedar Corporation
1. Attend a kickoff meeting, including a site inspection.	\$400	\$4,170	\$1,100
2. Provide recommendations and preliminary cost estimate for repair of the riling post studs.	\$600	\$5,250	\$2,100
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$600	\$3,520	\$3,300
4. Provide additional recommendations for bridge maintenance.	\$600	\$2,500	\$1,700
5. Create technical documents and associated plans/details for the \$1,500 repair	\$1,500	\$4,390	\$4,300

of the railing post studs.			
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$1,500	\$4,350	\$1,300
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$600	\$5,600	\$800
TOTAL	\$5,800	\$29,830	\$14,600

ATTACHMENTS:

- Reso16-90 (DOCX)
- Graef Consultant Agreement Reso#16-90 Exhibit 1 (PDF)
- GRAEF Consultant Agreement-Exhibit A (PDF)
- GRAEF Consultant Agreement Exhibit B (PDF)
- RFP Claude Allouez Bridge (PDF)
- GRAEF - Claude Allouez Bridge Maintenance proposal (PDF)
- De Pere Claude Allouez Bridge Inspection Proposal-Cedar Corp (PDF)
- L-Robert E. Lee Proposal for Claude Allouez Bridge (PDF)

RESOLUTION #16-90

AUTHORIZING CONSULTANT AGREEMENT BETWEEN
THE CITY OF DE PERE AND GRAEF-USA INC. (GRAEF)
(Claude Allouez Bridge Maintenance Study)

WHEREAS, the City is in need of contracting with an engineering firm for a Bridge Maintenance Study to evaluate maintenance and repairs for railing post studs, establish a repainting schedule and provide additional recommendations for necessary bridge maintenance for the Claude Allouez Bridge; and

WHEREAS, GRAEF has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the Agreement for Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Consultant Agreement for Services Between the City of De Pere and Graef-USA INC. as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT 1

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Claude Allouez Bridge Maintenance Study)**

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and GRAEF-USA, Inc. (GRAEF), a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, the City is in need of contracting with an engineering company to evaluate maintenance and repairs for railing post studs, establish a repainting schedule, and provide additional recommendations for necessary bridge maintenance for the Claude Allouez Bridge.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the July 2016 City Request for Proposals (Exhibit A) and Consultant’s Proposal thereto dated July 22, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

GRAEF-USA, Inc.
Attn: Jeffrey S. Rosner, P.E.
Principal
1150 Springhurst Drive; Suite 201
Green Bay, WI 54304-5950

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

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

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EXHIBIT A

**Request for Proposals
For
Claude Allouez Bridge Repair**

The City of De Pere would like to invite your firm to submit a proposal for engineering services for the recommendations on maintenance activities on the Claude Allouez Bridge.

Your proposal must be submitted to our office by 4pm on July 22, 2016. Proposal can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org

GENERAL INFORMATION:

The City is requesting proposals from engineering firms to evaluate the Claude Allouez Bridge and provide recommendations for maintenance activities that should be completed over the next few years. The project involves a combination of engineering analysis tasks, including non-loadbearing cable post stud repair, exterior structure painting and miscellaneous maintenance activities. A detailed discussion is as follows:

Fox River – Claude Allouez Bridge Repair

The Claude Allouez Bridge is a 1,674-foot long pre-stressed concrete bridge that runs along Main Avenue connecting the East and West sides of De Pere. The bridge was constructed in 2007 and serves over 30,000 vehicles per day. The City is responsible for maintenance activities on the bridge. Maintenance to date has included annual flushing and bridge light replacement.

There are 24 - 4'8" non-loadbearing railing cable post studs on the bridge. Suspected heat expansion and pedestrian climbing has caused these studs to bend and snap. The City is planning to repair the rods as well as reinforcement measures to prevent future damage in 2017.

The substructure piers and sides of the superstructure on the bridge were painted white when constructed. The City has not evaluated the condition of the paint. The condition of paint needs to be evaluated as well as a schedule for when the bridge should be repainted.

SCOPE OF SERVICES:

The scope of services for this project shall include the following:

1. Attend a kickoff meeting, including a site inspection.
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.
4. Provide additional recommendations for bridge maintenance. Note that a structural review is completed by WisDOT every two years. This will be available for review. A structural

- review of the bridge is not required.
5. Attend one progress meeting to review recommendations.
 6. Create technical documents and associated plans/details for the repair of the railing post studs.
 7. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.
 8. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and the Council on August 16th approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement.

All work is to be completed in 2016. A preliminary estimate for the railing post studs will be required in September for inclusion in the 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 as identified which may include the following:

1. Provide technical specifications and/or details for bidding the railing post studs. Technical specifications are to be provided in a Word document.
2. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided

- in a Word document. The estimate is to be provided in an Excel document.
3. Provide regulatory approvals.
 4. Provide a report/memo for painting and other bridge maintenance.

The City will bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide traffic control for inspection if required by the consultant.

The City will be responsible for bidding the repairs in 2017. Documents provided by the consultant will be included in the bidding documents.

See the following attached documents:

- Attachment 1: Sample consultant agreement
- Attachment 2: Aerial view of Claude Allouez Bridge
- Attachment 3: Photos of Claude Allouez Bridge structures and damages
- Attachment 4: Cable detail drawings

Proposed Fee Schedule

Company Name: _____

Company Address (1): _____

Company Address (2): _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ _____
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ _____
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ _____
4. Provide additional recommendations for bridge maintenance.	\$ _____
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ _____
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ _____
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ _____

EXHIBIT B

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



collaborāte / formulāte / innovāte

July 22, 2016

Eric P. Rakers, P.E.
 City Engineer
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal – Claude Allouez Maintenance Activities

Dear Eric:

In response to your Request for Proposal dated June 28, 2016, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

We have visited the bridge and understand the challenges of the project. We are ready to work with the City to deliver a successful project.

If we are selected for the project, I will be leading the project with support as needed by technical staff in our office. I have extensive bridge experience and am a registered bridge inspector with the Wisconsin Department of Transportation.

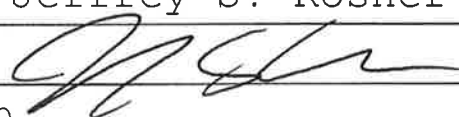
It is our understanding that the project will commence on or about Mid-August 2016.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

Jeffrey S. Rosner, P.E.
 Principal

Proposed Fee Schedule

Company Name: GRAEF
 Company Address (1): 1150 Springhurst Drive, #201
 Company Address (2): Green Bay, WI 54304
 Company Representative: Jeffrey S. Rosner
 Signature: 
 Fee (Total): \$5,800

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 400
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ 600
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ 600
4. Provide additional recommendations for bridge maintenance.	\$ 600
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ 1500
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ 1500
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ 600

Request for Proposals For Claude Allouez Bridge Repair

The City of De Pere would like to invite your firm to submit a proposal for engineering services for the recommendations on maintenance activities on the Claude Allouez Bridge.

Your proposal must be submitted to our office by 4pm on July 22, 2016. Proposal can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org

GENERAL INFORMATION:

The City is requesting proposals from engineering firms to evaluate the Claude Allouez Bridge and provide recommendations for maintenance activities that should be completed over the next few years. The project involves a combination of engineering analysis tasks, including non-loadbearing cable post stud repair, exterior structure painting and miscellaneous maintenance activities. A detailed discussion is as follows:

Fox River – Claude Allouez Bridge Repair

The Claude Allouez Bridge is a 1,674-foot long pre-stressed concrete bridge that runs along Main Avenue connecting the East and West sides of De Pere. The bridge was constructed in 2007 and serves over 30,000 vehicles per day. The City is responsible for maintenance activities on the bridge. Maintenance to date has included annual flushing and bridge light replacement.

There are 24 - 4'8" non-loadbearing railing cable post studs on the bridge. Suspected heat expansion and pedestrian climbing has caused these studs to bend and snap. The City is planning to repair the rods as well as reinforcement measures to prevent future damage in 2017.

The substructure piers and sides of the superstructure on the bridge were painted white when constructed. The City has not evaluated the condition of the paint. The condition of paint needs to be evaluated as well as a schedule for when the bridge should be repainted.

SCOPE OF SERVICES:

The scope of services for this project shall include the following:

1. Attend a kickoff meeting, including a site inspection.
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.
4. Provide additional recommendations for bridge maintenance. Note that a structural review is completed by WisDOT every two years. This will be available for review. A structural

review of the bridge is not required.

5. Attend one progress meeting to review recommendations.
6. Create technical documents and associated plans/details for the repair of the railing post studs.
7. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.
8. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and the Council on August 16th approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement.

All work is to be completed in 2016. A preliminary estimate for the railing post studs will be required in September for inclusion in the 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 as identified which may include the following:

1. Provide technical specifications and/or details for bidding the railing post studs. Technical specifications are to be provided in a Word document.
2. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided

in a Word document. The estimate is to be provided in an Excel document.

3. Provide regulatory approvals.
4. Provide a report/memo for painting and other bridge maintenance.

The City will bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide traffic control for inspection if required by the consultant.

The City will be responsible for bidding the repairs in 2017. Documents provided by the consultant will be included in the bidding documents.

See the following attached documents:

- Attachment 1: Sample consultant agreement
- Attachment 2: Aerial view of Claude Allouez Bridge
- Attachment 3: Photos of Claude Allouez Bridge structures and damages
- Attachment 4: Cable detail drawings

Proposed Fee Schedule

Company Name: _____

Company Address (1): _____

Company Address (2): _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ _____
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ _____
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ _____
4. Provide additional recommendations for bridge maintenance.	\$ _____
5. Create technical documents and associated plans/ Details for the repair of the railing post studs.	\$ _____
6. Create technical documents and associated plans/ details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ _____
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ _____

Attachment 2: Aerial view of Claude Allouez Bridge



X:\Correspondence\General\2016\RFP-Claude Allouez Bridge Cables_Painting

Attachment 3: Photos of Claude Allouez Bridge structures & damages

Photos of Claude Allouez Bridge



Figure 1. Claude Allouez Bridge as seen from the Southeast side



Figure 2. South Side, third pier from West bent cable

Attachment 3: Photos of Claude Allouez Bridge structures & damages



Figure 3. South side, sixth pier from West snapped cable

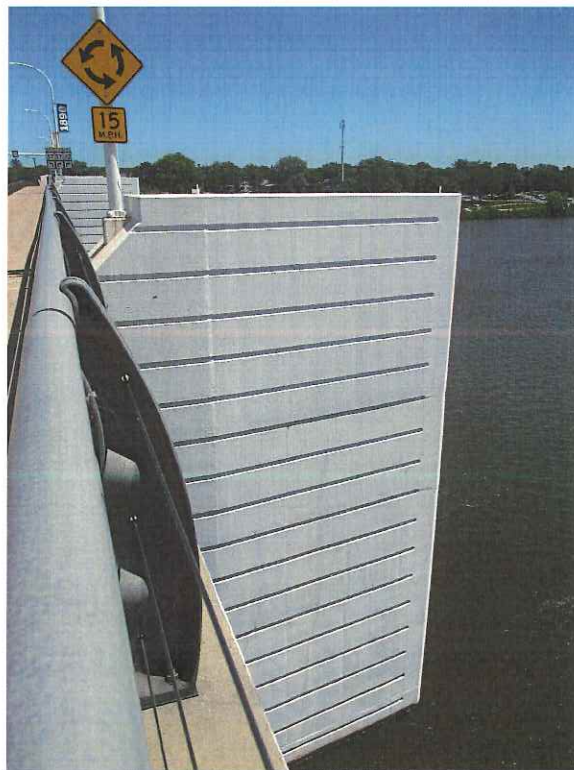
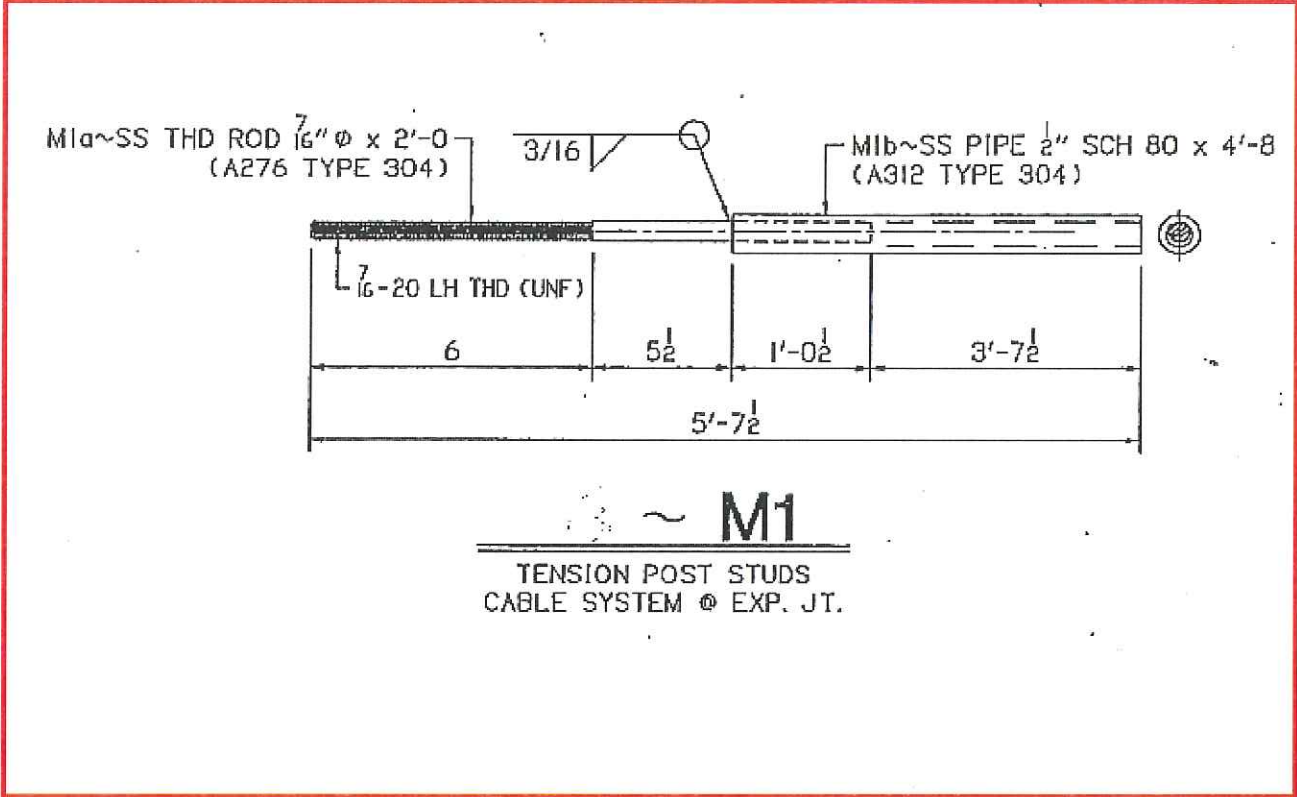
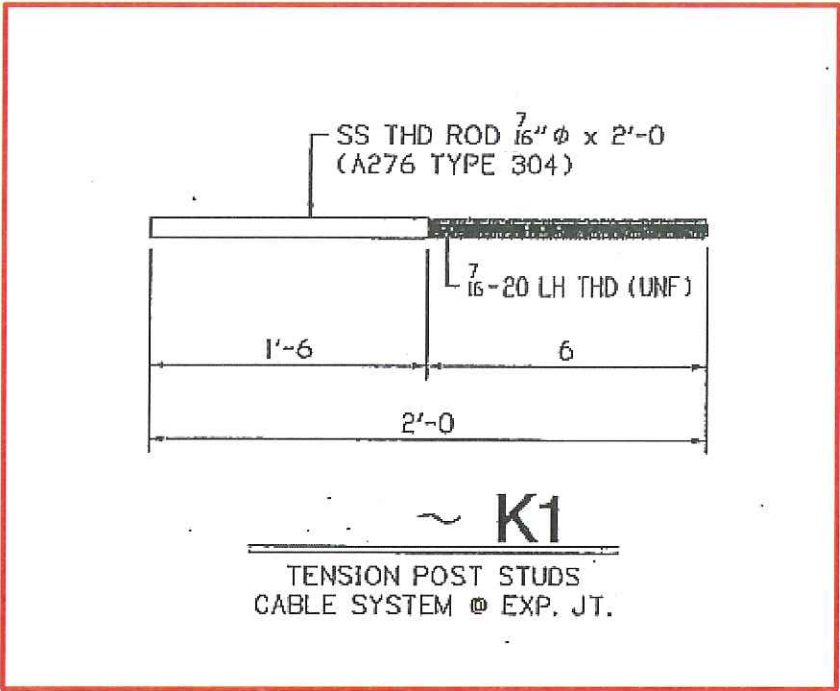
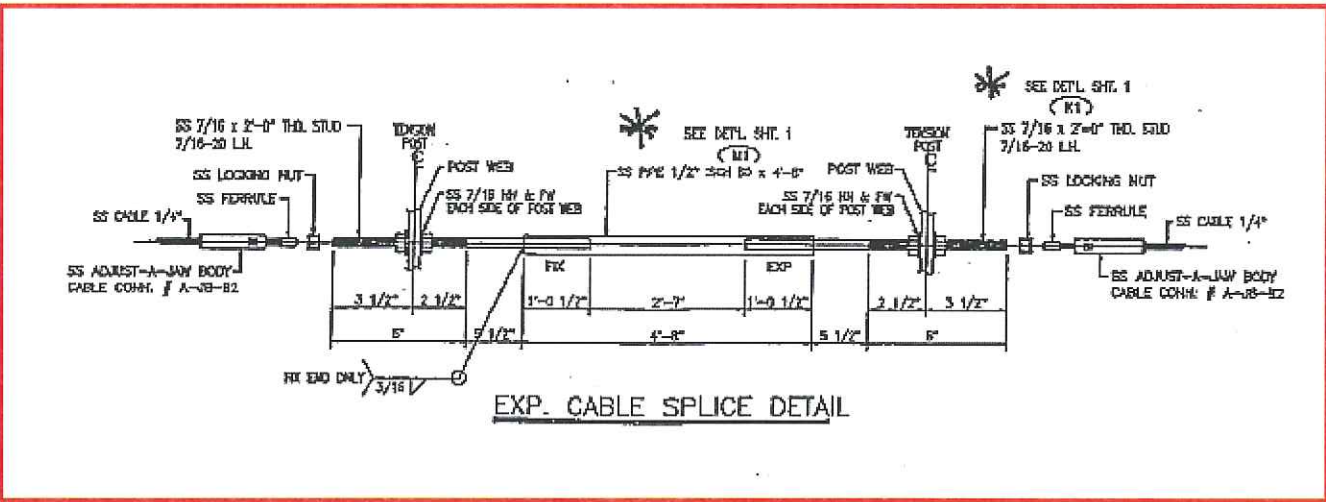
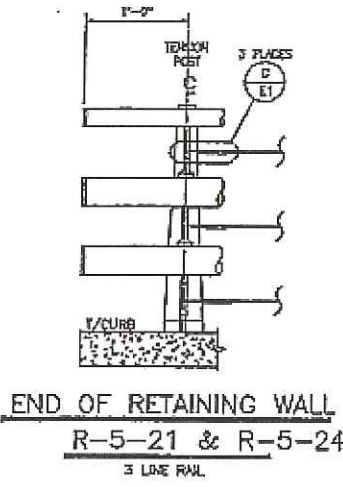
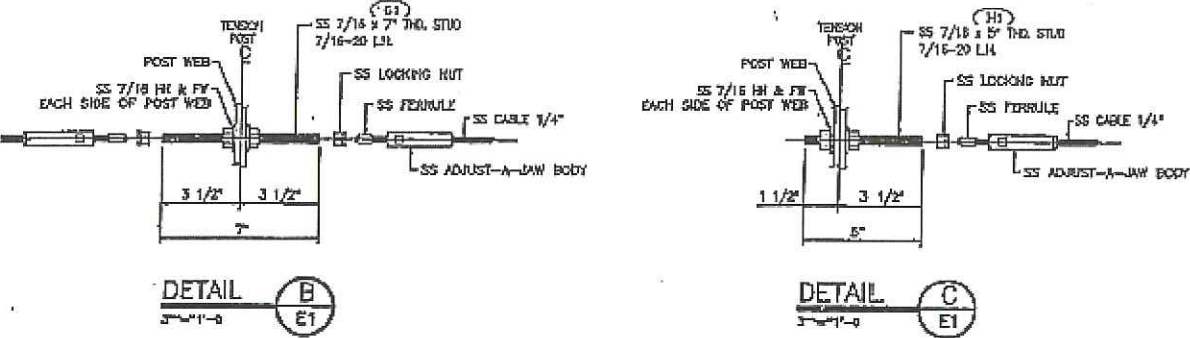
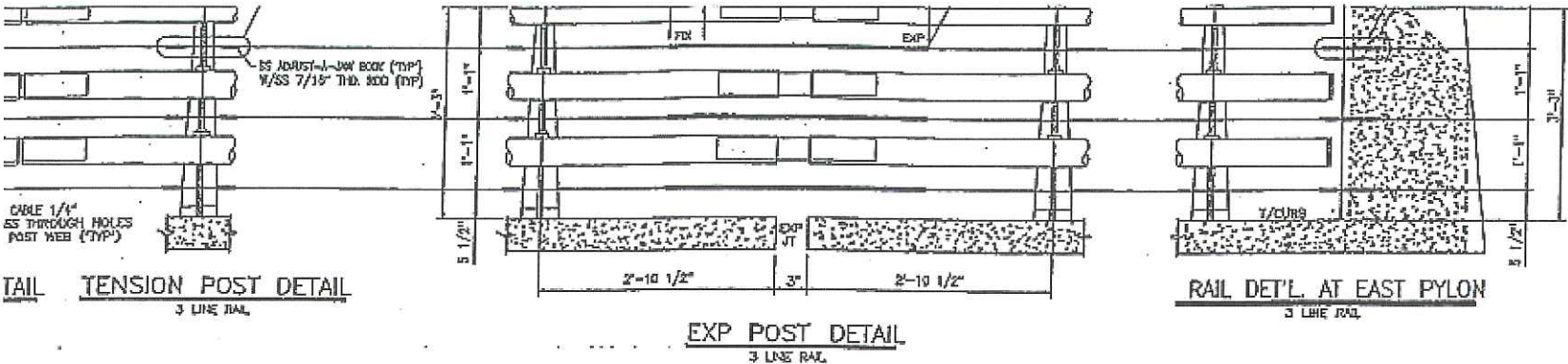
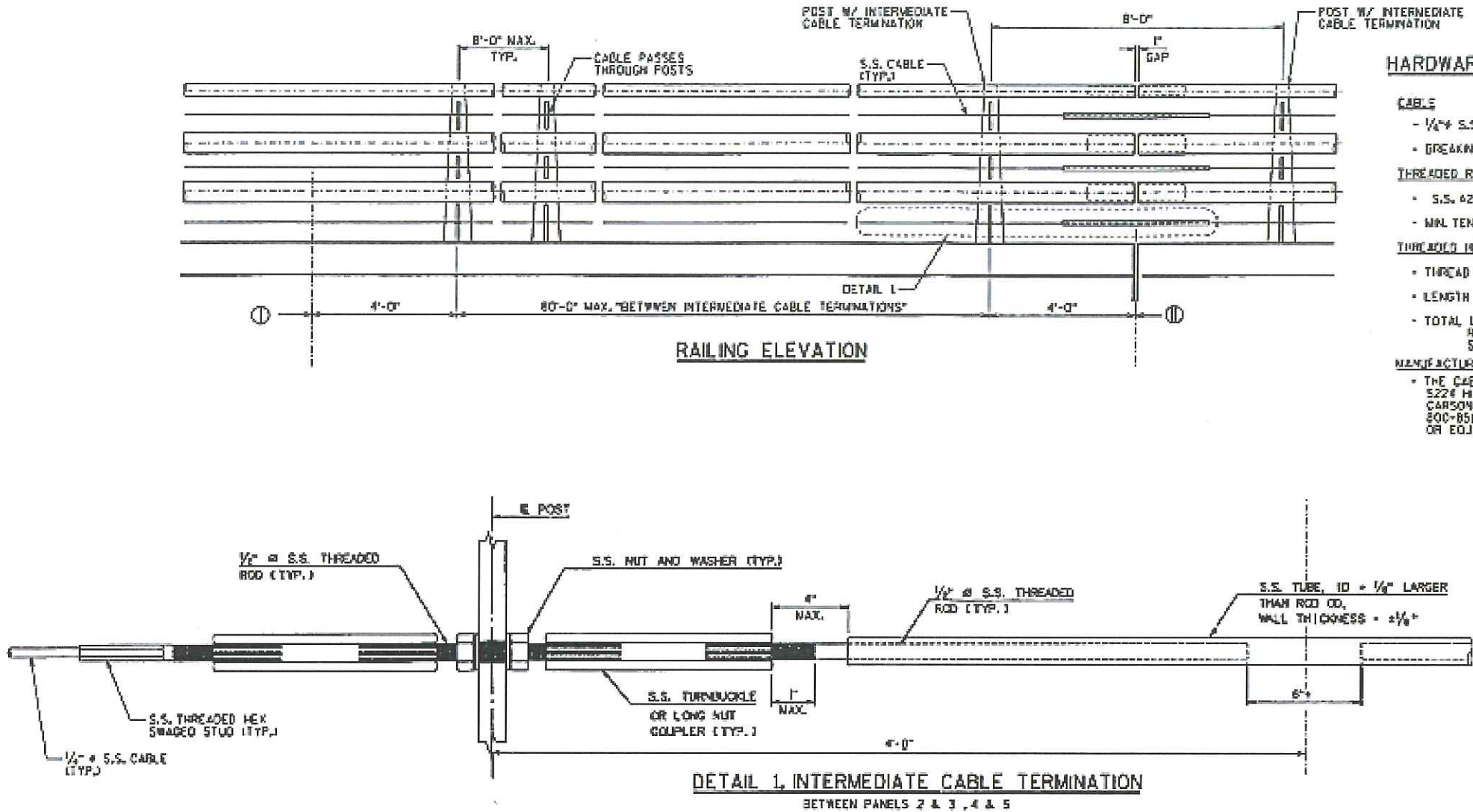


Figure 4. South side, fifth pier from East side view





HARDWARE

- CABLE
- 1/4" S.S. 3x19 CLASS
 - BREAKING STRENGTH OF 6,900 LBS.
- THREADED ROD
- S.S. A276 TYPE 300 OR 400 SERIES
 - MIN TENSILE STRENGTH = 90 KSI
- THREADED HEX SWAGED STUD
- THREAD SIZE: 1/2"-20
 - LENGTH OF THREAD: 3" MIN.
 - TOTAL LENGTH: AS MANUFACTURER REQUIRED FOR 1/4"- 3x19 S.S. CABLE
- MANUFACTURER
- THE CABLE CONNECTION
 - 5224 HIGHWAY 50E
 - CARSON CITY, NV 89701
 - 800-851-2961
 - OR EQUIVALENT

NOTES

1. CABLES SHALL BE TIGHTENED AFTER ATTACHMENT OF RAILING.
2. INTERMEDIATE CABLE TERMINATORS SHALL BE LOCATED AT 1 R.O.

STATE PROJECT NUMBER
4190-10-71

NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION			
STRUCTURE R-5-21			
CONST. SHEET	2003	DESIGN BY	RDH
		PLANS CHECKED BY	AYN
CABLE DETAILS		SHEET 13 OF 11 407	

FILE SCALE =

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is
necessary to make changes in the project as described in the exhibits, such changes will be
incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to
the scope of services as identified therein shall be defined in writing and authorized by both
parties prior to performing such work. Such writing shall include the scope of work to be done,
schedule for commencing and completing the work and the basis for compensation for such
work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



collaborāte / formulāte / innovāte

July 22, 2016

Eric P. Rakers, P.E.
 City Engineer
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal – Claude Allouez Maintenance Activities

Dear Eric:

In response to your Request for Proposal dated June 28, 2016, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

We have visited the bridge and understand the challenges of the project. We are ready to work with the City to deliver a successful project.

If we are selected for the project, I will be leading the project with support as needed by technical staff in our office. I have extensive bridge experience and am a registered bridge inspector with the Wisconsin Department of Transportation.

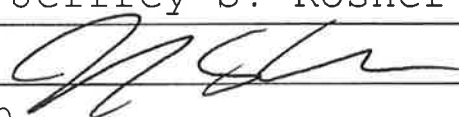
It is our understanding that the project will commence on or about Mid-August 2016.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

Jeffrey S. Rosner, P.E.
 Principal

Proposed Fee Schedule

Company Name: GRAEF
 Company Address (1): 1150 Springhurst Drive, #201
 Company Address (2): Green Bay, WI 54304
 Company Representative: Jeffrey S. Rosner
 Signature: 
 Fee (Total): \$5,800

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 400
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ 600
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ 600
4. Provide additional recommendations for bridge maintenance.	\$ 600
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ 1500
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ 1500
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ 600



July 22, 2016

Eric Rakers, P.E., City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Engineering Services Proposal
Claude Allouez Bridge Maintenance Activities

Dear Eric,

Cedar Corporation (Cedar) is pleased to provide you a proposal for design/analysis services for the Claude Allouez Bridge maintenance activities.

We have reviewed your Request for Proposal dated June 28, 2016, along with additional information received via email for this project. Cedar has highly qualified staff to complete these types of maintenance reviews and structural designs for the City. Cedar has extensive experience in inspection of bridge structures, totaling nearly 1,000. We also have extensive experience designing structures for our municipal clients and the WisDOT.

Troy Peterson, Structural Engineer, has 26 years of experience as a Professional Engineer specializing in structural design. During this time, Troy has been involved in the design of over 100 State, County, and Township bridge replacement projects. Additionally, Troy has been responsible for biennial bridge inspection of more than 700 structures.

Kyle Johnson has extensive experience in painting of bridge structures and elevated tanks. One of these projects included Kyle's painting inspection of the Michigan Street Bridge in the City of Sturgeon Bay.

The scope of services will include the following:

1. Attend a kick off meeting, including a site inspection.
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.
3. Perform an evaluation on the condition of the paint, along with recommendations and a preliminary cost estimate on a painting schedule.
4. Provide additional recommendations for bridge maintenance. Note that a structural review is completed by WisDOT every two years. This will be available for review. A structural review of the bridge is not required.
5. Attend one progress meeting to review the recommendations.
6. Create technical documents and associated plans/details for the repair of the railing post studs.
7. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.
8. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.

City of De Pere
Proposal - Claude Allouez Bridge Maintenance Activities
Page 2 of 2

Based on Cedar Corporation's review of the Site, we have the following understanding:

1. The City of De Pere will provide all traffic control during the off peak hours of 9 a.m. to 3 p.m.
2. The City of De Pere will be responsible for bidding the repairs in 2017. Documents provided by the inspection will be included in the bidding documents.
3. The visual paint inspection will include the exposed surfaces of the piers above and below the deck (but not below the water surface) and the painted portion of the girders. The access to the piers below the deck will be completed utilizing boat -- with access and approval provided by the City.
4. Any regulatory permit fees will be the responsibility of the City.

The deliverables will be as follows:

1. Technical specifications and/or details for bidding the railing post studs. Technical specifications are to be provided in Microsoft Word documents.
2. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Microsoft Word document.
3. Provide regulatory approvals.
4. Provide a report/memo for painting and other bridge maintenance.

We have reviewed the schedule and have experienced staff to meet the proposed schedule as follows:

City Board of Public Works Review and Approval:	August 8, 2016
City Council Meeting for review and approval:	August 16, 2016
Work to Commence upon signatures:	August 18, 2016
Railing Post Stud Preliminary Estimate:	September 30, 2016
Reports with technical documents and associated plans/specs:	December 2016

Cedar will provide the required insurance certificate upon authorization to commence work.

In accordance with the RFP, our Proposed Fee Schedule has been prepared and enclosed as Attachment A.

We appreciate the opportunity to provide the City of De Pere our proposal and look forward to working with you on this project. Thank you.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, P.E.
Director

CC: Troy Peterson, Cedar Corporation
Kyle Johnson, Cedar Corporation

Encl. Attachment A – Proposed Fee Schedule

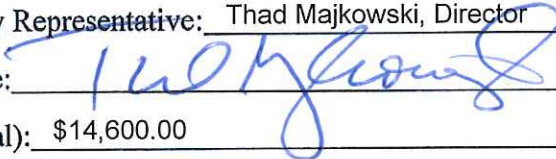
Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address (1): 1496 Bellevue Street, Suite 502, Green Bay, WI 54311

Company Address (2): _____

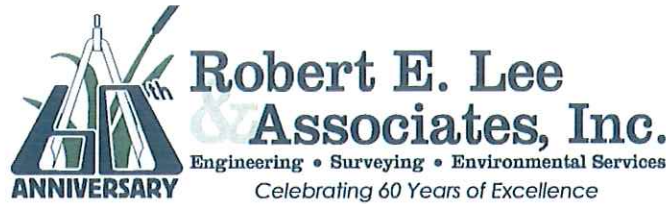
Company Representative: Thad Majkowski, Director

Signature: 

Fee (Total): \$14,600.00

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 1,100.00
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ 2,100.00
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ 3,300.00
4. Provide additional recommendations for bridge maintenance.	\$ 1,700.00
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ 4,300.00
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ 1,300.00
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ 800.00



Green Bay Office ♦ 1250 Centennial Centre Boulevard ♦ Hobart, WI 54155-8995 ♦ 920-662-9641 ♦ www.releccinc.com

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS
925 South 6th Street
De Pere, WI 54115

RE: Engineering Design Services
Claude Allouez Bridge Maintenance Activities

Dear Mr. Rakers:

Thank you for requesting Robert E. Lee & Associates, Inc. (REL), to provide this proposal for engineering design services for the above-referenced project.

PROJECT UNDERSTANDING

The City of De Pere intends on conducting maintenance activities on the Claude Allouez Bridge over the Fox River. The maintenance activities consist of repairing the railing cable post studs, repair/repaint of the painted surfaces, and any other additional maintenance activities that are identified.

The repair of the railing cable post studs is required because the existing cable expansion devices at each one of the bridge expansion joints are damaged. This damage is suspected to be from the expansion/contraction of the bridge and/or pedestrians climbing on the cables. The project will consist of identifying what caused the damage, how to repair the damage and what can be done to prevent similar damage in the future. Options for the prevention of future damage may include adding additional support, or installing railing or fencing to prevent pedestrians from climbing on the cable.

The overall paint system on the bridge seems to be in good condition; however, areas on the east abutment exhibit extensive peeling. From our experience on other bridges, this is typically caused by painting over a dirty surface, not removing form oil from the surface, painting when the concrete is too cold, or painting before the concrete has cured. Another area that is exhibiting paint failure is on top of the piers (especially on the south side of the bridge). This may be attributed to weather conditions or improper coating thicknesses.

Additional maintenance activities that are identified at the kickoff meeting/site inspection will be addressed on an item-by-item basis.

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer

CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS

Page 2

DESIGN SCOPE OF SERVICES

Robert E. Lee & Associates proposes to complete the project according the following scope of services.

Task 1 – Kick-off Meeting/Site Inspection

1. Attend project kick-off meeting to discuss project scope, schedule, roles and responsibilities, and anticipated outcome.
2. Visit bridge site to determine extent and likely cause of the damage to the bridge rail cable, evaluate paint condition, and identify additional maintenance items. This site visit will not take the place of the biennial inspection conducted by WisDOT, and it will not include a structural review of the bridge.

Task 2 - Repair Rail Cable Post Studs

1. Develop repair alternatives and measures to prevent similar future damage to the bridge.
2. Prepare construction cost estimate for various alternatives.
3. Meet with City to present/discuss alternatives and recommendations.

Task 3 - Paint Evaluation

1. Inspect overall paint condition of the bridge to determine estimated durability and remaining life.
2. Inspect paint failure areas to determine what is causing failure and methods to repair areas.
3. Prepare construction cost estimate for various alternatives.
4. Meet with City to present/discuss alternatives and recommendations.

Task 4 - Bridge Maintenance

1. Develop a list of additional recommended maintenance items.
2. Submit list of recommended maintenance items and associated cost estimate to the City

Task 5 - Railing Plans and Specifications

1. Develop detailed construction plans and specifications for the selected railing repairs.
2. Submit plans, specifications, and estimates to the City for their use in bidding the project.

Task 6 - Paint Plans and Specifications

1. Develop detailed plans and specifications for the selected paint repairs.
2. Submit plans, specifications, and estimates to the City for their use in bidding the project.

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer

CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS

Page 3

Task 7 - Summary Report

1. Develop and submit to the City a report summarizing the inspections, conditions noted, repair alternatives considered, and options selected for the railing repair, painting, and other maintenance activities.

PROJECT TEAM

Our proposed project team will consist of Mark Schuster as the project manager and the main client contact person. Dale Marsh will assist in the evaluation and recommendations for the paint system of the bridge. Jeff Tormey from McClure Associates will assist in the evaluation and recommendation of the cable repair.

SCHEDULE

Robert E. Lee & Associates proposes to complete the project according to the following schedule. Exact meeting dates to be coordinated with the City.

♦ Kickoff Meeting	Third or Fourth Week in August
♦ Progress Meeting	Third Week in September
♦ Preliminary Cost Estimates	Third Week in September
♦ Summary Report	End of October
♦ Plan/Specs for Railing Repair	Late Fall/Early Winter
♦ Plans/Specs for Paint Repair	Late Fall/Early Winter

COMPENSATION

Robert E. Lee & Associates proposes to complete the Claude Allouez Bridge maintenance project as outlined in our Scope of Services for the lump sum amount shown on the attached Fee Schedule.

We appreciate the opportunity to submit this proposal for engineering services. If you have any questions or require additional information, please contact our office. We look forward to continuing our relationship with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/MSS/NJM



Mark S. Schuster, P.E.
Transportation Manager

ENC.

Proposed Fee Schedule

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

Company Address (1): 1250 Centennial Centre Boulevard

Company Address (2): Hobart, WI 54155

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

Signature: _____

Fee (Total): \$29,830.00

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 4,170.00
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$5,250.00
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$3,520.00
4. Provide additional recommendations for bridge maintenance.	\$2,550.00
5. Create technical documents and associated plans/ Details for the repair of the railing post studs.	\$4,390.00
6. Create technical documents and associated plans/ details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$4,350.00
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$5,600.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-91, Authorizing The Negotiation of an Economic Development Loan with Black Honey Hashery, L.L.C

ATTACHMENTS:

- Reso16-91 (DOCX)
- CC Memo Honey Court Hashery 8-16 (DOCX)
- Application Form (PDF)
- Executive Summary (PDF)

RESOLUTION #16-91

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT
LOAN WITH BLACK HONEY HASHERY, L.L.C.

WHEREAS, the Department of Planning and Economic Development has received the application of Black Honey Hashery, L.L.C. for a revolving loan in the amount of \$65,500; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Black Honey Hashery, L.L.C. in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed \$65,500.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Resolution #16-91
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: City Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: August 16, 2016

RE: **Revolving Loan Fund (RLF) Application for Honey Court Hashery**

PROJECT SUMMARY

Honey Court Hashery, LLC has submitted a Revolving Loan Fund (RLF) application. They are requesting \$65,500 to be used for equipment and working capital. The project will create 9 jobs (4 full time and 5 part time) which meets the RLF program requirements (\$20,000/employee).

Honey Court Hashery will be located in the former Kimco Engraving building located at 1104 Honey Court. The Council and Plan Commission approved a necessary rezoning and site plan for the project earlier this year.



Building Rendering (from Plan Commission)

The loan, proposed with an interest rate of 1%, will be for equipment (maximum term of ten years) and working capital (maximum term of seven years). The City is still negotiating the collateral positions that may include, but not be limited to, a position on the equipment, personal guarantees and/or life insurance policies.

The loan application form and executive summary are attached for review. The owner plans to use the RLF funds as part of a \$200,000 business startup (equipment, furnishings, inventory labor). The owner has already purchased the property for \$165,000 and building renovation costs are estimated at \$480,000.

Staff requests approval from the City Council to proceed with negotiating the terms of the loan, and also drafting the necessary documents related to the loan. If terms are reached between the City and the Applicant, the final documents will be presented to the Finance Committee for approval.

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney



CITY OF DE PERE

**APPLICATION FOR
REVOLVING LOAN FUND**

Date: _____

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Business Applicant Information

Applicant Name (Business) <i>Black Honey Hashery L.L.C.</i>		Authorized Representative (CEO) <i>Molly Bloma</i>	
Mailing Address <i>620 N. Superior St</i>	City <i>De Pere</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>mollybloma@gmail.com</i>	Phone Number (incl. area code) <i>920-621-4534</i>	Fax Number (incl. area code)	

SECTION 2: Contact Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	<i>10,000 Inventory Food Kitchen 1,100 opening wages 10,000 working 30,000 Equipment 14,400 = Dining Room Equipment</i>
# of Jobs to be Created or Retained:	<i>9</i>
Loan Amount Requested (\$20,000 per FTE):	<i>180 \$ 65,500.00</i>
Target Loan Closing Date:	<i>August 7th or as soon as possible</i>

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:		Land & Building:	
Private Financing for Project:		Equipment:	<i>44,400</i>
Other Financing for Project:	<i>Bank loan 134,500</i>	Working Capital:	<i>21,100</i>
City RLF Financing for Project:	<i>65,500</i>	Other:	
TOTAL Project Sources:	<i>200,000</i>	TOTAL PROJECT Uses:	<i>65,500</i>

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative this RLF Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Name of Owner/Authorized Representative (please print) <i>Molly Bloma</i>	Title <i>owner/chef</i>	Phone Number <i>920-621-4534</i>
Signature of Applicant <i>Molly A Bloma</i>		Date Signed <i>7-7-16</i>

Black Honey Hashery

1104 Honey Court, De Pere wi 54115

Executive Summary

Black Honey Hashery is determined to become a daily necessity for the local coffee addicts, a place to relax as you try to escape the daily stresses of life, a comfortable place to meet friends, or a quick jump start before work. With the growing demands for high quality gourmet coffee, tea and craft soda paired with holsum meals made from scratch and exceptional service, Black Honey Hashery will capitalize on its proximity to 8,957 De Pere residents, employees of the East Business park, 18,000 cars that pass by each day, along with Saint Norbert college and De Pere High school campuses. In order to build a core group of repeat customers, Black Honey Hashery will offer its customers the best prepared coffee in the area that will be complemented with pastries as well as a reasonable and competitively priced cafe menu.

The company will operate a 2,800 square foot coffee-cafe one mile from downtown De Pere adjacent to hwy 57 and on the border of the East Business park. The owner has secured this location with an initial personal fund equal to \$165,000. The remaining investment of \$200,000.00 will be obtained through bank loans. The company is projecting sales growth from \$570,285.00 in year one to \$690,045.00 by year three. Black Honey Hashery will strive to maintain a 70% gross margin.

Objectives

Black Honey Hashery objectives for the first year of operations are:

- Maintain a 70% gross margin
- Generate a \$13,000 positive cash flow
- Increase second and third year sales by 10%
- Reinvest profits back into the company
- Grow a return customer base

Keys to success

The store location and design is to be visually attractive, provide fast and efficient service to a variety of customers.

Employee training is a priority to insure the best product preparation techniques.

Marketing strategies will be aimed at building a solid base of loyal customers.

Mission

Black Honey Hashery's intention is to create a unique place where customers can socialize with each other in a comfortable and relaxing environment while enjoying the best brewed coffee and cafe menu in De Pere. We will be in the business of helping customers to relieve their daily stresses by providing great ambiance, convenient location, friendly customer service, and products of high quality. In addition, Black Honey Hashery will reinvest its profits to increase customer and employee satisfaction, build additional loyalty and remain competitive in the market place.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-92, Authorizing Agreement Between the City of De Pere and CollectorSolutions, Inc. (Website Electronic Payment Processing Service)

ATTACHMENTS:

- Reso16-92 (DOCX)
- De Pere Water Agreement 060116 (DOCX)
- Memo(DOC)

RESOLUTION #16-92

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND COLLECTORSOLUTIONS, INC.
(Website Electronic Payment Processing Service)

WHEREAS, the City desires to provide website payment processing services for its customers; and

WHEREAS, CollectorSolutions, Inc. (CSI) is willing and available to provide such services to De Pere via a link on the City's website to the Green Bay Water Utility website for on-line payment; and

WHEREAS, this matter has been reviewed by the Finance and Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the CollectorSolutions, Inc. Electronic Payments Processing Agreement as is attached hereto, subject to such changes deemed necessary and negotiated by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____



This Agreement is BETWEEN:

CollectorSolutions, Inc.
316 South Baylen Street, Suite 590
Pensacola, Florida 32502

Referred to herein as 'CSI', AND

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Referred to herein as 'the Client', collectively referred to as 'the Parties'

WHEREAS:

CSI provides electronic billing and payment acceptance services, including debit card, credit card and electronic check (eCheck) payment processing.

CSI possesses the technical capability and personnel to perform electronic bill presentment and process debit card, credit card and/or electronic check (eCheck) payments of account customers of the Client.

As provided for by CSI's web-based platform, the Client can, at its own discretion, make a multiple of services available to its account customers at various times via various collection modes, for various payment types, and by various payment methods.

CSI has agreed to provide such services in accordance with the Statement of Work and pricing set forth in Appendix "A" attached hereto.

NOW, THEREFORE

In consideration of the covenants to be kept and performed by the Parties, it is agreed:

I. DEFINITIONS

The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section.

ACH: Automated Clearing House – group of processing institutions linked by a computer network to process electronic payment transactions between financial institutions.

Business Day: All banking days, excluding Saturday and Sunday and holidays, established by the Federal Reserve System.

Check Conversion: The conversion of a physical paper check into an electronic check.

Check Truncation: The electronic image of a paper check.

Convenience Fee: A fee charged by CSI for the processing of payments to the Client, which is paid by the Customer or Payer.

Credit Card: A U.S. issued American Express, Discover, MasterCard, or Visa.

DDA: Direct Deposit Account is a bank account maintained by the Client to receive fund remittances from CSI and/or to which CSI will make correcting debits in the event of chargebacks and/or returns.

eCheck: An electronic representation of a paper check utilized to authorize a direct payment against the checking or savings account of the Payer in the form of an ACH debit transaction. An instance of an eCheck may be created by the Payer via manual user-entry or automated Check Conversion.

Force Majeure: To include natural disasters, such as, hurricanes, floods, and earthquakes, system failures, such as, Telephone, Internet, and Power outages, financial failures, such as, Federal Reserve financial and processing-platform failures, as well as, war, riots or other major social upheavals.

Merchant Account: The account established by the acquiring bank which deposits credit and debit card funds into the Settlement Account for subsequent transfer into the DDA of the Client.

NACHA: National Automated Clearing House Association – develops operating rules and guidelines for the Automated Clearing House (ACH) Network and the legal framework for electronic payments. It serves as the definitive source of information governing the exchange and settlement of electronic fund transfers through the ACH network. All parties are subject to adherence to NACHA operating rules.

Non- Qualified Transaction: A credit or debit card payment which does not qualify for the lowest rate of inter-change processing costs under the VISA Utility Rate Program. Corporate, rewards and loyalty credit cards typically do not qualify under this program.

Initials: CSI: _____

CLIENT: _____



Payer: The customer of the Client who is submitting a payment to Client.

PCI – DSS: Payment Card Industry Data Security Standard – a worldwide information security standard defined by the Payment Card Industry Security Standards Council. The standard was created to help payment card industry organizations that process card payments prevent credit card fraud through increased controls around data and its exposure to compromise. The standard applies to all organizations that hold, process, or exchange cardholder information from any card branded with the logo of one of the card brands.

Qualified Transactions: A credit or debit card payment which qualifies for the lowest rate of inter-change processing costs under the VISA Utility Rate Program.

Settlement Account: A bank account at a federally insured banking institution where credit and debit card payments shall be initially deposited and that result from CSI's processing of payments for the Client. This account is the legal property of the Client and all interest income and all expenses associated with this account are the responsibility of the Client. CSI is expressly permitted to transfer funds into this account from credit and debit card transactions in the Merchant Account, and to transfer funds out of this Settlement Account into Client's DDA. CSI may also transfer funds from this Settlement Account to a CSI owned bank account only to the extent that funds transferred into this account are convenience or processing fees which are earned and due to CSI pursuant to this Agreement.

II. TERMS

- Client shall provide a correct and complete listing and accounting of all entities which will use the services of this Agreement and all payment types that it will receive through CSI's services. CSI shall perform the appropriate background check on all such entities, including a review of the Office of Foreign Assets Control database. Client agrees to respond to all questions of CSI regarding all of the entities which are receiving payments as well as the nature and purpose of all such payments.
- CSI shall provide, install or make available via electronic means, software necessary for the fulfillment of its Solution at all locations as designated by the Client.
- CSI shall provide adequate assurance to the Client that all data communicated over or processed or stored on the equipment owned, leased or controlled by CSI shall be secure. Additionally, CSI shall assign a unique identification number to each transaction for security and auditing purposes.
- Additional Client locations may be added to the CSI Solution at no additional cost to the Client.
- Certain electronic devices, such as the credit card swipe machine, may be provided at no additional cost by CSI; however, Client shall be responsible for the security and safekeeping of any such devices, including providing appropriate protection against a data breach or theft.
- CSI shall provide reports, which shall contain transactional data on a daily basis, month-to-date, year-to-date, or from/to dates within a fiscal year, by individuals within agencies of the Client or by system totals. Additionally, reports shall be able to be segregated by the Client distinguishing various levels of transaction analysis. This analysis includes but is not limited to transaction analysis segregating credit card vs. eCheck transactions. CSI shall also provide software that will enable the Client to utilize existing receipt printers for the preparation of payment receipts.
- CSI represents and warrants that (i) it has the full right to utilize and employ the Service Software and (ii) the Service Software does not infringe upon the intellectual property rights of others; further, CSI shall indemnify and hold harmless the Client from all claims, demands, damages, judgments or decrees, including its reasonable attorneys' fees, in connection with a breach of this representation and warranty or a claim by a third party which asserts that this representation and warranty is untrue.
- CSI and the Client shall not be liable for unanticipated technical difficulties caused by any bank, third party processing service or telecommunications providers, weather, or other events generally recognized as "forces majeure", provided that such events could not have been reasonably foreseen and guarded against by the performing party, or other events outside the control of CSI or the Client.
- In the event a Payer instructs CSI that it has been incorrectly or overcharged, CSI is permitted to void or credit the transaction with the Payer and correspondingly either debit Client's DDA or Settlement Account, or offset deposits to the Client by such amount.

Initials: CSI: _____

CLIENT:



10. Fees charged to the Client's customers will be prominently and separately disclosed prior to the execution of the transaction and again separately displayed on all CSI generated receipts of the Client. All CSI generated receipts will contain a disclosure or disclaimer statement of the Client's choosing, such as: *"A third party convenience fee has been added for the processing of your payment. Client shall have the right to serve notice as part of the billing process that any action or dispute that results in a 'credit hold' or 'charge back' on funds will be considered as a non-payment of the customer's account and may result in assessed penalties."*
11. This agreement is effective for a period of 3 years from the date of signature. This Agreement will automatically renew thereafter in one year intervals unless written notice of termination is provided 90 days prior to the expiration of the Agreement.
12. From time to time the scope of services provided by CSI may be changed. The Client may want additional CSI processing services added to this agreement.
13. The Client authorized party or signatory to this agreement is authorized to negotiate changes to this agreement. Such changes which are mutually agreed upon by and between the Client and CSI shall be provided in accordance with a written amendment to this Agreement approved by the Client.
14. CSI shall provide appropriate training to Client on the rules and regulations of the Payment Networks and NACHA, as well as provide training for the use of CSI's service and reporting suite platform.
15. All data provided through CSI's data exchange platforms by the Client and/or the Client's Vendors shall be considered confidential and shall not be revealed to any third party, unless so ordered by a court of competent jurisdiction, unless disclosure is otherwise required by law or upon the written instruction from the Client provided it is not contrary to any provision of this Agreement.
16. In order to maximize customer utilization of CSI Electronic Payments service, Client agrees to market the availability of ACH & Credit Card services.
17. CSI agrees to maintain the prescribed level of Data Security Standards as defined by the Payment Card Industry (PCI). CSI agrees to hold harmless the Client in the event of any infiltration, hack, breach, or violation of the CSI Processing System that results in the compromising of credit card, debit card and/or banking information. Client agrees to not hold CSI liable in the event of any

infiltration, hack, breach, or violation of the Client System, Client Agent, and/or Client Third Party Processor or System unless such infiltration, hack, breach or violation is determined to have occurred solely due to the gross negligence or willful malfeasance of CSI.

Client agrees to provide CSI with written notice, specifically detailing any alleged failure, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Client and a waiver of any and all rights to dispute such failure or error. CSI shall bear no liability and have no obligations to correct any errors resulting from Client's failure to comply with the duties and obligations of the preceding sentence.

CSI's liability related to or arising out of this Agreement shall in no event exceed fees paid to CSI for the particular services in question for the calendar month immediately preceding the date on which any act or omission of CSI for which Client alleges liability on the part of CSI. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged by CSI for the Services provided hereunder, and recognize that if CSI were to assume any further liability beyond that set forth in this section, such fees would be substantially higher. Except as otherwise set forth in this section, Client's exclusive remedy for any and all claims against CSI arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement.

18. All notices required to be given pursuant to the terms of this Agreement shall be in writing and sent by Certified Mail, Return Receipt requested, to the addresses set forth below, or by hand delivery or a business courier (Federal Express, Airborne, etc.) to the address of a party or by facsimile transmission. Any notice, request or other communication transmitted by mail shall be deemed to have been sufficiently given for purposes hereof on the fifth (5th) day after date of mailing, or if delivered by hand or business courier when received at the address of the recipient, and if given by facsimile transmission, upon receipt by the sender of an acknowledgment of the transmission generated by the machine from which the facsimile in its entirety was sent to the recipient's facsimile number; provided that if such notice or other communication is delivered by hand or business courier, or is received by facsimile on a day which is not a business day, or after 5:00 P. M. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 10:00 A. M. on the first business day thereafter. Notice given to an agent of a party shall be deemed notice given to the party. The address of a party may be changed by written notice given to the other party in the same

Initials: CSI: _____

CLIENT:



manner as provided above; however, and unless provided otherwise, notice shall be effective if sent to a party at such other address the party may from time to time utilize at the time of the giving of any notice. The failure of a party to give notice of any change of address shall not defeat the giving of effective notice pursuant to the terms of this Agreement. For purposes hereof, the parties designate as their mailing or business addresses, those addresses set forth below:

COLLECTORSOLUTIONS, INC.
316 South Baylen Street, Suite 590
Pensacola, Florida 32502
Phone: 877 813 0199
Email: sales@collectorsolutions.com
Fax: 850-444-9331

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

ATTN: Kim Couillard
Office Coordinator
Phone: (920) 448-3480
Email: kimco@greenbaywi.gov

Website: <http://www.de-pere.org>

19. Any claim of nonperformance on the part of CSI by Client must be in writing and specifically state the nature of the problem. CSI shall use its best efforts to rectify any problems under its control as rapidly as possible. If, after reasonable efforts by CSI and a reasonable time period, such cure attempt is not reasonably acceptable to the Client, then the Client may, after giving CSI notice of its unacceptability, give notice of termination of this Agreement. Notice of termination will be effective upon receipt of such notice by CSI. Client may not unreasonably withhold their acceptance of CSI's cure.
20. The Laws of the State of Wisconsin shall govern this Agreement. CSI and Client agree to comply with all federal, State of and all city and county laws. Further, CSI and Client agree to comply with all rules and regulations of the payment networks (Visa, MasterCard, Discover and American Express) and NACHA (for e-check payments). In the event that the payment networks or NACHA impose any penalty or fine due to Client's non-compliance with such organization's rules and regulations, Client agrees to be responsible for such amounts.

21. This Agreement represents the entire understanding between the Client and CSI. Any amendments or changes must be in writing and executed by persons authorized to bind the Company.
22. If any portion of this Agreement is deemed to be invalid, the balance of the Agreement shall remain in full force and effect.
23. CSI will pay on behalf and hold the Client harmless from any liability directly or indirectly related to the transfer process of funds as performed by CSI. CSI assumes full responsibility for such transfers and insures that a) intended funds of payer reach the account(s) of the Client and b) that only access for CSI is for the purpose of collecting its Convenience Fee. This paragraph shall survive any termination of this Agreement.
24. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by CSI and the Client.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written. Signed, sealed and delivered in the presence of:

COLLECTORSOLUTIONS, INCORPORATED

Signature _____ Date _____

Name Christopher F. Battel
Title Chief Operating Officer

Witness _____ Date _____

Name Maureen B. Valentino
Title Senior Vice-President

AND,

Signature _____ Date _____

Name Joe Zegers
Title Finance Director

Witness _____ Date _____

Name _____
Title _____

Initials: CSI: _____

CLIENT: _____

**Statement of Work**

SERVICES

ELECTRONIC BILL PRESENTMENT

CSI shall license and make available to the Client its electronic bill presentment service platform. Specifically, CSI shall be responsible for proposing all communication messages to the Client's customers, and receiving approval from Client prior to sending any of such messages. CSI shall send approved messages including electronic bills or links to a dynamically created electronic bill of the Client to its customers using SMS text message or e-mail. Client is responsible for providing all digital contact information of the customers to CSI.

CREDIT and DEBIT CARDS

CSI shall license and make available to the Client its processing Software and Hosting Services (the "Service" or "Services") for the electronic presentment of bills and the processing of monetary payments to the Client via credit and debit cards (American Express, Discover, MasterCard, and Visa). All Software provided in the fulfillment of this Agreement shall be the proprietary property of CSI. CSI is an independent contractor for all purposes hereof. This Agreement does not convey an agency status to CSI. Credit/debit card transactions shall be deposited and credited to the Client's Settlement Account. CSI is expressly permitted to move funds from the Settlement Account to the DDA(s) of the Client. The transfer of funds will occur on or before the third business day subsequent to the transaction date. All credit and debit card funds deposited or transferred into the Settlement Account, excluding any CSI Convenience Fee, will remain the property of the Client. The Parties agree that CSI is providing the credit and debit card services pursuant to the Merchant Payment Processor Exemption.

eChecks (ACH)

CSI shall license and make available to the Client its processing Software and Hosting Services (the "Service" or "Services") for the processing of monetary payments to the Client via ACH (Savings and/or Checking Accounts). All Software provided in the fulfillment of this Agreement shall be the proprietary property of CSI. CSI is an independent contractor for all purposes hereof. This Agreement does not convey an agency status to CSI. ACH transactions shall be deposited and credited directly to the Client's DDA. CSI is expressly permitted to move funds from the Payer's specified Account to the DDA(s) of the Client. The transfer of funds will occur on or before the second business day subsequent to the transaction date. CSI is performing its eCheck services as a Third Party Sender, and will never permit funds to be transferred from a Payer into a CSI owned bank account.

Initials: CSI: _____

CLIENT:



City Of De Pere Appendix A.1

Boarding Set Up

1. CIS SYSTEM UTILIZED : Northstar
2. WEB MODULE UTILIZED eCare
3. IVR SYSTEM UTILIZED: NA
4. POS SYSTEM UTILIZED: NA
5. POS DEVICES UTILIZED: NA
6. Merchant Category Code: 4900
7. FEES:

Set Up Fees	\$0.00
Recurring Fees (monthly\annual)	\$0.00

Accepting Credit and Debit Cards	<u>YES</u>
---	------------

<i>Transactional Fees</i>	<u>\$4.95 per transaction with a 30 day cap of \$600.00</u>
---------------------------	---

<i>Fees to be paid by</i>	<u>Payer</u>
---------------------------	--------------

Accepting eChecks	<u>Yes</u>
--------------------------	------------

<i>Transactional Fees</i>	<u>Web - \$4.95 per transaction</u>
---------------------------	-------------------------------------

<i>*Fees to be paid by</i>	<u>Payer</u>
----------------------------	--------------

Re-presentment count	<u>1</u>
----------------------	----------

Miscellaneous Fees

Charge-backs (credit cards)	\$20.00	Paid by CLIENT
Credits	\$1.75	Paid by CLIENT
Non-NSF Check Returns	\$1.75	Paid by CLIENT
NSF Check Returns*	\$20.00	Paid by PAYER

Initials: CSI: _____

CLIENT:



City Of De Pere Appendix B

ACH Debit Authorization

In accordance with this Agreement entered into by CSI and the Client, the Client authorizes CSI, CSI's ODFI (Originating Depository Financial Institution) on behalf of CSI, or the ODFI on its own behalf to initiate an ACH debit entry to the Client's account at the depository institution indicated below for the amount of any ACH Debit Entry representing a payment previously made to the Client that is a credit card chargeback or returned by the Payer's RDFI for any reason (credit card "Charge-Back" or eCheck "Return"). CSI's and ODFI's authority to debit the Client's account is unconditional with regard to the timeliness of the Charge-Back or Return. CSI or ODFI shall initiate the ACH Debit Entry within five (5) business days from the date of receipt of the Charge-Back or Return by CSI and/or ODFI without any requirement of notice to the Client. The Client hereby acknowledges and agrees that this authorization will remain in full force and effect for a period of ninety (90) days after the termination of this Agreement.

Terms not otherwise defined in this ACH Debit Authorization shall have the meaning ascribed to those terms in the National Automated Clearing House Association Operating Rules.

Client Name: City of De Pere

EIN: 39-6005431

Signature: 

Name: Joe Zegers

Title: Finance Director

Client's Bank Name: Associated Bank

Routing Number: 075900575

Account Number: 0001420003

City & State: Green Bay, WI

Attachment: De Pere Water Agreement 060116 (5043 : Resolution #16-92, Authorizing Agreement Between the City of De Pere and

Initials: CSI: _____

 CLIENT: 

To: Honorable Mayor and Members of the City Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Shana Ledvina, Clerk-Treasurer
Date: August 3, 2016
Subject: Consideration of Water Credit Card Provider Agreement

We have attached the proposed agreement with CSI to be the credit card provider for our water and sewer utility customers allowing them to pay their bills online on our website. The agreement charges the customers a \$4.95 per transaction for the service. The Green Bay Water Utility uses this method to cover the cost of credit card fees. The utilities can also elect to cover this cost rather than passing it on to its customers. The fee could be negotiated with CSI based on a percentage of the amount paid. It appears the fee would be roughly 2.5% from what we have seen with other utilities. The Village of Ashwaubenon has elected this option. Based upon that percentage and estimating that roughly 20% of customers would use this option, the total cost for this service would be roughly \$35,200 per year for De Pere given the current customer average quarterly bill of \$200 per quarter. For your information, De Pere customers also have the EZ pay option to pay their bills. We currently have 968 customers (11%) using this payment option where the utility directly withdraws balances from customer bank accounts on the due date of the bill with no fee to us or to the customer.

We present the agreement for your review and consideration so that you can decide which option you would prefer (City pays cost or cost passed on to customer). We will then notify CSI which option has been chosen so we can allow the customers to begin paying their bills online for the 3rd quarter billing if that is their preference. Feel free to contact us with any questions you may have regarding this new customer payment option.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #16-93, Authorizing Agreement for Technical Specification and Bid Document Preparation Services Between the City of De Pere and GRAEF-USA, Inc. (Police Department Roof Replacement)

The roof over the police department has developed a number of leaks over the years. In each case the leak was repaired successfully by a contracted roofing company. In August 2015, a roof inspection revealed a number of concerns that the roofing company designated as significant. In July 2016, another leak developed, but worse than previous years causing paint to peel from interior walls by water running between the walls. A quick patch of the large gaping seam separation was made by city staff to stop the flow of water. A roofing company was called in to inspect and found the roof in need of replacement versus just another fix. Apparently, water has seeped along under the roof and has caused damage to the underlayment materials and insulation. A patch of the roof now would seal the water in the layers of the roof and cause even more damage over time. A complete replacement of the roof is needed, which will also address the significant items found in 2015.

The roof replacement was not budgeted for 2016. Initial estimates for the replacement are between \$30,000 and \$40,000. Because of the costs of the labor to install, the materials needing replacement, and the time involved to bid out the project yet in 2016, we have requested quotes for designing and managing this project from outside sources. The companies responding were as follows:

Performa - \$10,000 -12,000
 Graef - \$4,000 - \$5,000
 S.E.H. - \$7,500 - \$10,200

The three email submitted quotes are attached for review.

Based on cost estimates, I recommended selecting Graef as the project manager to design and manage the replacement of the damaged police roof. The Finance and Personnel Committee unanimously agreed and is forwarding it's recommendation to the full council. Money for this entire project will most likely be taken from the undesignated reserves account as this was not a budgeted item.

Please contact me if you have questions about this request. Thank you for your consideration.

ATTACHMENTS:

- Reso16-93 (DOCX)
- Graef Consultant Agreement(PD Roof)8-16-106-003-16 (PDF)

- GRAEF Consultant Agreement(PD Roof)-Exhibit A (PDF)
- Performa Police Roof (DOCX)
- Graef Police Roof (DOCX)
- SEH Police Roof (PDF)

RESOLUTION #16-93

AUTHORIZING AGREEMENT FOR TECHNICAL SPECIFICATION AND
 BID DOCUMENT PREPARATION SERVICES BETWEEN
 THE CITY OF DE PERE AND GRAEF-USA, INC.
 (Police Department Roof Replacement)

WHEREAS, the City is in need of contracting with an engineering firm to provide technical specification and prepare public bidding documents for replacement of the police department roof; and

WHEREAS, GRAEF-USA, Inc. has available and offers to provide personnel and facilities necessary to accomplish such services and design work, subject to the terms and conditions of the Agreement for Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Finance/Personnel Committee has reviewed such Proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Technical Specification and Bid Document Preparation Services Between the City of De Pere and GRAEF-USA, Inc. as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of August, 2016.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT 1

**AGREEMENT FOR TECHNICAL SPECIFICATION AND BID DOCUMENT
PREPARATION SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA INC.
(Police Department Roof Replacement)**

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Graef-USA Inc. (d/b/a GRAEF), a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of engineering services to provide technical specification and prepare public bidding documents for replacement of the police department roof; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish such design work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Consultant's email Proposal of July 21, 2016 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibit, such changes will be incorporated into this Agreement only by written amendment, signed by the an authorized representative of Consultant and by the City Administrator.

II. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

III. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such

drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

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

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

IV. CONFIDENTIALITY OF INFORMATION

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

V. TIME FOR COMPLETION

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

VI. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A, together with such additional compensation as may be agreed upon and authorized under Article I. Payment to the Consultant is due upon receipt of invoice by the City.

VII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations

made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

VIII. NON-DISCRIMINATION

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

IX. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

X. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XI. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XII. INTEGRATION

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

XIV. JURISDICTION

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

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVI. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XVII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XIX. NOTICES

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

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Graef-USA Inc.
Attention: Michael Lefebvre
1150 Springhurst Dr., Ste. 201
Green Bay, WI 54304

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

GRAEF-USA INC.

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

H:\azills\Agreements\2016\GRAEF-USA Inc. Consultant Agreement (PD Roof)8-16-106-003-16.docx

Tech Specs and Bid Docs Services Agreement
Graef-USA Inc.
Page 6 of 6

Attachment: Graef Consultant Agreement(PD Roof)8-16-106-003-16 (5042 : Resolution #16-93, Authorizing Agreement for Technical

EXHIBIT A

From: Marty Kosobucki [<mailto:mkosobucki@mail.de-pere.org>]
Sent: Friday, July 22, 2016 6:15 AM
To: Lefebvre, Michael <michael.lefebvre@graef-usa.com>
Cc: Jensen, Jay <jay.jensen@graef-usa.com>; Rosenthal, Lori <lori.rosenthal@graef-usa.com>
Subject: RE: Police Roof

So what I am seeing/interpreting...it would be about \$4000-\$5000 to develop the technical specs and develop the bid packet?

From: Lefebvre, Michael [<mailto:michael.lefebvre@graef-usa.com>]
Sent: Thursday, July 21, 2016 11:48 AM
To: Marty Kosobucki
Cc: Jensen, Jay; Rosenthal, Lori
Subject: FW: Police Roof

Hi Marty

See Jay's e-mail below....I expect the cost to prepare the technical specification will be about \$1500 but I would budget \$2000. That cost does not include the up-front Bidding Documents which would need to be prepared by the City. We could do that for you, but that would likely cost an additional \$2500 to \$3000, depending on what the City Bidding requirements would be. We would need two weeks to get it done. Jay would also need to stop over and inspect the roof.

In Jay's e-mail, he referred to additional construction cost items. These are items that might be an issue if the damage extends below the roof structure. You won't know that until the roof is off. It doesn't make sense to prepare a technical spec for those unknown items. You would deal with them during the replacement process. The City would likely need to work with the Contractor on a change-order basis.

Let me know if you want to proceed....call if you have questions...

From: Jensen, Jay
Sent: Thursday, July 21, 2016 11:22 AM
To: Lefebvre, Michael <michael.lefebvre@graef-usa.com>
Subject: RE: Police Roof

Mike,

I spoke to Dean from Blindauer Roofing regarding the Police Department Roof. The existing roof is a **EPDM** fully adhered 60 mil thickness. From our conversation it appears to be a complete tear off project because of the amount of water that has penetrated the roofing membrane. GRAEF can provide technical specifications for the following items to bid roofing installation.

EPDM roofing specifications will include:

1. EPDM roofing
2. Rigid insulation with ISO board top layer or sandwich panel (ISO board is insulation protection board)
3. Sheet metal flashings

4. Reglets for attachment to existing structure
5. Gravel stop at outside roof edge
6. Counter flashings and Cant strips for roof penetrations
7. Wood Sheathing over metal deck unless part of insulation protection board system.
8. Vapor retarders
9. Wood blocking
10. Sealants

Need to consider additional costs:

Tapered insulation for positive drainage if existing system uses tapered insulation.

Corrosion of existing metal decking – repair rusted out areas.

Cleaning of existing metal deck roof to remove rust and recoat to prevent further damage.

Possible perimeter masonry damage from water entering wall system.

Thanks,
Jay

Marty,

Thank you for contacting Performa for assisting you with the reroofing project of the De Pere Police Department. Per your request, we are proposing to provide the City of De Pere with Design and Project Management services for this project. We understand our scope for this project to be

- **Predesign Site / Condition Assessment**- estimating 2 people for a total of **4 to 6 working hours**
- **Research Materials and options**- estimating approximately **4 to 6 working hours**
- **Drawings and Details**- the level of involvement may depend on the roofing system, conditions on the roof, etc.; estimating **approximately 40 hours**
- **Specification writing**- estimating approximately **8 working hours**
- **Management of the Bid Phase**- estimating **8 to 12 hours**, depending on complexity and number of bidders
- **Construction Site Visits**- estimating approximately **8 hours**

The total time range is between **72 and 80 hours** of design and project management time for a **total fee range of \$10,000 to \$12,000**. I am suspecting that the best approach to our involvement would be to contract on a ***Time and Material Basis*** anticipating a total fee somewhere within the range indicated. Please let me know of your thoughts on this.

If you would prefer, I can issue to you a formal proposal on company letterhead.

Please feel free to contact me or Todd Hietpas (copied on this email) at any time if you have any questions or comments on this matter.

Brian J. Rinke, P.E., S.E.
Structural Engineer



Performa, Inc.
ARCHITECTS+ENGINEERS

124 N. Broadway
De Pere, WI 54115
920.347.3131 Direct
920.336.9929 Office
920.336.2899 Fax
brianr@performainc.com
Performainc.com

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Sent: Friday, July 22, 2016 6:15 AM
To: Lefebvre, Michael <michael.lefebvre@graef-usa.com>
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7. Wood Sheathing over metal deck unless part of insulation protection board system.
8. Vapor retarders
9. Wood blocking
10. Sealants

Need to consider additional costs:

Tapered insulation for positive drainage if existing system uses tapered insulation.

Corrosion of existing metal decking – repair rusted out areas.

Cleaning of existing metal deck roof to remove rust and recoat to prevent further damage.

Possible perimeter masonry damage from water entering wall system.

Thanks,
Jay



Building a Better World
for All of Us®

July 25, 2015

RE: De Pere Police Department – Roof
Replacement
SEH No. DEPEW 138127

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, Wisconsin

Dear Marty:

This letter is in response to your request for proposal for professional services associated with replacing the existing roof on the De Pere Police Station located at 335 S. Broadway.

Project Understanding

Existing Police Station roof has had leaking issues for the past few years. It has been determined that the best solution is to replace the existing EPDM roof with a new EPDM roof. Existing roof area is approximately 4,260 s.f. in area.

Scope of Services – Bid Documents / Bidding

Short Elliott Hendrickson, Inc. (SEH) and our consultant Specialty Engineering Group, LLC (STR/SEG) will provide the following design and bidding services:

1. Initial meeting with City to review project, specific requirements, schedule, and budget.
2. Conduct a pre-design survey of subject roof and wall areas to evaluate condition. Based on this survey, recommendations will be made to City on the scope of work required, options will be provided as well as budget estimates for proposed work.
3. Discuss options with City to verify selected options and project requirements, prior to beginning construction documents.
4. Prepare bid documents containing specifications, roof plan and required details. City's standard front end specification sections will be utilized for specifications. Documents will be prepared to promote competitive bidding by qualified contractors using STR/SEG acceptable products, resulting in a manufacturer's warranty.
5. Assist City in posting documents for bidding / advertising for bid.
6. Respond to contractor questions during bidding.
7. Attend pre-bid meeting, if required, at project site.
8. Attend bid opening and assist City with contractor selection.

Our associated fee for Bid Document / Bidding Scope of Work shall be a Lump Sum Fee of **\$7,500**.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058

SEH is 100% employee-owned | **sehinc.com** | 920.380.2800 | 888.413.4214 | 888.908.8166 fax



July 25, 2015
Page 2

Scope of Services – Construction Administration

Short Elliot Hendrickson, Inc. (SEH) and our consultant Specialty Engineering Group, LLC (STR/SEG) will provide the following Construction Administration services:

1. Attend project kick off meeting to review project, owner requirements, and conditions.
2. Review shop drawings, submittals and change orders
3. Review permits and licensing
4. Review contractor's applications for payment
5. Review contractor and manufacture warranties
6. Conduct periodic site visits to observe quality and progress of work and apprise City of construction activities and issues that may arise.
7. Generate punchlist of deficient or outstanding items at substantial completion of project. Upon notification by the contractor that the project is complete, conduct final review prior to final acceptance of completed project.

Our associated fee for Construction Administration scope of work shall be a Lump Sum Fee of **\$2,700**.

Not included in either of the above fees are the following:

- Reimbursable expenses such as: mileage, reproduction costs, advertisement cost, etc.
- Any possible required material testing
- Structural engineering / design
- Mechanical, Electrical, or Plumbing engineering / design

Prior to moving forward with any work above, a more formal letter of agreement will be submitted to the City of De Pere for final authorization.

Please review and let us know if you have any questions or concerns.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Patrick H. Fehrenbach, AIA, LEED AP
Sr. Architect

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment and re-appointment to Boards and Commissions by Mayor Walsh.

ATTACHMENTS:

- August 16, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointment and Re-Appointments
 Date: August 12, 2016

I am submitting the following names for appointment/re-appointments at the August 16, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointments**

Police and Fire Commission

Jeff Hanzelberger/Appointment

Board of Appeals

William Vande Hei/Re-Appointment

Board of Appeals

Scott Bonfigt/Re-Appointment

BID Board

Rich Starry/Re-Appointment

BID Board

Dan Van Straten/Re-Appointment

BID Board

Larry Delo/Re-Appointment

Attachment: August 16, 2016 Appointment Letter (4898 : Appointment and re-appointment)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 8-16-16 VOUCHERS (PDF)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

22.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201607-0	ACL	R	8/16/2016		80.40CR	079376	80.40
0302	AIRGAS USA LLC							
	I-9937652024	AIRGAS USA LLC	R	8/16/2016		323.69CR	079377	323.69
2982	ALL CITY COMMUNICATIONS							
	I-4699567-080116	ALL CITY COMMUNICATIONS	R	8/16/2016		151.00CR	079378	151.00
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-342938	AMBROSIUS CONCRETE SUPPLIES IN	R	8/16/2016		117.00CR	079379	117.00
0007	AMBROSIUS SALES & SERVICE							
	I-104257	AMBROSIUS SALES & SERVICE	R	8/16/2016		43.00CR	079380	43.00
7205	AMERICAN FENCE COMPANY							
	I-17063	AMERICAN FENCE COMPANY	R	8/16/2016		165.00CR	079381	165.00
6022	APPLETON POST CRESCENT							
	I-10038084	APPLETON POST CRESCENT	R	8/16/2016		772.53CR	079382	772.53
1380	AUTOHOE II INC							
	I-15236	AUTOHOE II INC	R	8/16/2016		75.00CR	079383	75.00
1260	BADGER CONCRETE LIFTING							
	I-16-19 (1) FINAL	BADGER CONCRETE LIFTING	R	8/16/2016		2,837.16CR	079384	2,837.16
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000066449	BADGER LABORATORIES & ENGINEER	R	8/16/2016		120.00CR	079385	120.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-390769	BADGER POPCORN & CONC SUPPLY I	R	8/16/2016		144.00CR	079386	144.00
0020	BADGERLAND PRINTING INC							
	I-28108	BADGERLAND PRINTING INC	R	8/16/2016		266.65CR	079387	266.65
6966	BARIL ENGINE REBUILDING INC.							
	I-90909	BARIL ENGINE REBUILDING INC.	R	8/16/2016		400.70CR	079388	400.70
0132	BAY AREA HUMANE SOCIETY AND							
	I-169	BAY AREA HUMANE SOCIETY AND	R	8/16/2016		414.00CR	079389	
	I-173	BAY AREA HUMANE SOCIETY AND	R	8/16/2016		1,536.00CR	079389	1,950.00

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

22.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0027	BAY TOWEL INC							
	I-2210117	BAY TOWEL INC	R	8/16/2016		136.48CR	079390	
	I-2216008	BAY TOWEL INC	R	8/16/2016		33.85CR	079390	
	I-2216009	BAY TOWEL INC	R	8/16/2016		77.85CR	079390	
	I-2216010	BAY TOWEL INC	R	8/16/2016		39.28CR	079390	
	I-2218415	BAY TOWEL INC	R	8/16/2016		136.48CR	079390	
	I-2218432	BAY TOWEL INC	R	8/16/2016		60.13CR	079390	
	I-2220167	BAY TOWEL INC	R	8/16/2016		79.54CR	079390	563.61
7225	BECHER HOPPE ASSOC INC							
	I-19787	BECHER HOPPE ASSOC INC	R	8/16/2016		1,900.00CR	079391	1,900.00
1456	AL BENZSCHAWEL PLUMBING INC							
	I-23384	AL BENZSCHAWEL PLUMBING INC	R	8/16/2016		272.48CR	079392	
	I-23408	AL BENZSCHAWEL PLUMBING INC	R	8/16/2016		1,314.00CR	079392	1,586.48
0033	BIRDSEYE DAIRY INC							
	I-43064	BIRDSEYE DAIRY INC	R	8/16/2016		18.72CR	079393	
	I-43363	BIRDSEYE DAIRY INC	R	8/16/2016		149.84CR	079393	
	I-43407	BIRDSEYE DAIRY INC	R	8/16/2016		170.74CR	079393	339.30
0038	BROADWAY AUTOMOTIVE INC							
	C-CM811006P	BROADWAY AUTOMOTIVE INC	R	8/16/2016		121.12	079394	
	I-351961P	BROADWAY AUTOMOTIVE INC	R	8/16/2016		335.64CR	079394	
	I-818038	BROADWAY AUTOMOTIVE INC	R	8/16/2016		504.84CR	079394	719.36
0039	BROOKS TRACTOR INC							
	I-D48690	BROOKS TRACTOR INC	R	8/16/2016		435.61CR	079395	435.61
0888	BROWN COUNTY HEALTH DEPT							
	I-2016-22	BROWN COUNTY HEALTH DEPT	R	8/16/2016		150.00CR	079396	150.00
2944	BROWN COUNTY JAIL							
	I-201608096236	BROWN COUNTY JAIL	R	8/16/2016		720.00CR	079397	720.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-31718	BROWN COUNTY PORT SOLID WASTE	R	8/16/2016		23,997.35CR	079398	23,997.35
7446	BRUCE EQUIPMENT							
	I-P00429	BRUCE EQUIPMENT	R	8/16/2016		172.47CR	079399	172.47
0536	CDW GOVERNMENT INC							
	I-DRM9200	CDW GOVERNMENT INC	R	8/16/2016		10.31CR	079400	
	I-DSG9180	CDW GOVERNMENT INC	R	8/16/2016		1,120.65CR	079400	
	I-DVM0644	CDW GOVERNMENT INC	R	8/16/2016		737.48CR	079400	1,868.44

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

22.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2708	CLEANING SOLUTION SERVICES INC							
	I-11811	CLEANING SOLUTION SERVICES INC	R	8/16/2016		84.57CR	079401	
	I-11950	CLEANING SOLUTION SERVICES INC	R	8/16/2016		109.86CR	079401	
	I-11959	CLEANING SOLUTION SERVICES INC	R	8/16/2016		1,105.24CR	079401	1,299.67
0217	COUNTRY VISIONS COOPERATIVE							
	I-201608096247	COUNTRY VISIONS COOPERATIVE	R	8/16/2016		103.98CR	079402	103.98
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-77889	CROSBY HEAVY DUTY WRECKER SERV	R	8/16/2016		100.00CR	079403	100.00
1183	DE CLEENE TRUCK REPAIR & REFRIG INC							
	C-2001568	DE CLEENE TRUCK REPAIR & REFRI	R	8/16/2016		46.93	079404	
	I-201526	DE CLEENE TRUCK REPAIR & REFRI	R	8/16/2016		64.22CR	079404	17.29
1302	DE KEYSER CONST CO INC							
	I-1600-069	DE KEYSER CONST CO INC	R	8/16/2016		1,400.72CR	079405	
	I-1600-070	DE KEYSER CONST CO INC	R	8/16/2016		1,677.64CR	079405	3,078.36
6946	DEAN ENTERPRISES LLC							
	I-D-41616	DEAN ENTERPRISES LLC	R	8/16/2016		102.25CR	079406	102.25
0075	DIGGERS HOTLINE INC							
	I-160 7 36401	DIGGERS HOTLINE INC	R	8/16/2016		620.91CR	079407	620.91
7249	DLZ							
	I-135482	DLZ	R	8/16/2016		693.00CR	079408	693.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1841606	EMERGENCY MEDICAL PRODUCTS INC	R	8/16/2016		87.43CR	079409	87.43
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0716-9312	EMPLOYEE RESOURCE CENTER INC	R	8/16/2016		411.00CR	079410	411.00
7422	EXCEL UNDERGROUND LLC							
	I-4546	EXCEL UNDERGROUND LLC	R	8/16/2016		6,755.80CR	079411	6,755.80
0091	FASTENAL COMPANY							
	I-WIGRE331565	FASTENAL COMPANY	R	8/16/2016		140.54CR	079412	140.54
0092	FEAKER & SONS CO INC							
	I-20644	FEAKER & SONS CO INC	R	8/16/2016		926.22CR	079413	926.22

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

22.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15787	FIRE APPARATUS & EQUIPMENT INC	R	8/16/2016		1,129.86CR	079414	1,129.86
0200	FIRST SUPPLY LLC							
	I-10037890-00	FIRST SUPPLY LLC	R	8/16/2016		93.60CR	079415	
	I-10091400-00	FIRST SUPPLY LLC	R	8/16/2016		2.76CR	079415	96.36
0105	FOX SPECIALITY COMPANY							
	I-33622	FOX SPECIALITY COMPANY	R	8/16/2016		77.62CR	079416	77.62
7167	FRANK'S FEED MILL INC.							
	I-157287	FRANK'S FEED MILL INC.	R	8/16/2016		231.00CR	079417	231.00
0562	GALL'S INC							
	I-5676680	GALL'S INC	R	8/16/2016		136.33CR	079418	136.33
0116	GRAINGER INC							
	I-9169851756	GRAINGER INC	R	8/16/2016		525.63CR	079419	525.63
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-986302825	GRAYBAR ELECTRIC COMPANY INC	R	8/16/2016		77.66CR	079420	
	I-986358332	GRAYBAR ELECTRIC COMPANY INC	R	8/16/2016		123.84CR	079420	201.50
0124	GREEN BAY CITY TREASURER							
	I-106438	GREEN BAY CITY TREASURER	R	8/16/2016		259.14CR	079421	
	I-106439	GREEN BAY CITY TREASURER	R	8/16/2016		116.55CR	079421	
	I-106440	GREEN BAY CITY TREASURER	R	8/16/2016		438.33CR	079421	
	I-106441	GREEN BAY CITY TREASURER	R	8/16/2016		215.35CR	079421	
	I-106453	GREEN BAY CITY TREASURER	R	8/16/2016		9,047.80CR	079421	10,077.17
4902	HALRON LUBRICANTS INC							
	I-838976-00	HALRON LUBRICANTS INC	R	8/16/2016		1,990.44CR	079422	
	I-839276-00	HALRON LUBRICANTS INC	R	8/16/2016		630.40CR	079422	2,620.84
3521	HD SUPPLY WATERWORKS LTD							
	I-F510661	HD SUPPLY WATERWORKS LTD	R	8/16/2016		138.10CR	079423	
	I-F847831	HD SUPPLY WATERWORKS LTD	R	8/16/2016		675.32CR	079423	813.42
7208	HOLIDAY WHOLESALE							
	I-7874355	HOLIDAY WHOLESALE	R	8/16/2016		133.67CR	079424	
	I-7879078	HOLIDAY WHOLESALE	R	8/16/2016		142.47CR	079424	276.14

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

22.a

VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	CHECK	
			TYPE	DATE		NO#	AMOUNT
7266	HOLTON BROTHERS INC						
	I-2409	HOLTON BROTHERS INC	R	8/16/2016		079425	2,299.00
5484	HYDROCORP INC						
	I-39829-IN	HYDROCORP INC	R	8/16/2016		079426	3,325.00
1399	INDOFF INC						
	I-2824648	INDOFF INC	R	8/16/2016		079427	88.12
	I-2827237	INDOFF INC	R	8/16/2016		079427	41.32
	I-2827238	INDOFF INC	R	8/16/2016		079427	265.97
	I-2827756	INDOFF INC	R	8/16/2016		079427	54.99
	I-2828705	INDOFF INC	R	8/16/2016		079427	45.79
	I-2829146	INDOFF INC	R	8/16/2016		079427	135.97
	I-2829147	INDOFF INC	R	8/16/2016		079427	142.15
	I-2829709	INDOFF INC	R	8/16/2016		079427	159.75
	I-2830012	INDOFF INC	R	8/16/2016		079427	106.15
	I-2835102	INDOFF INC	R	8/16/2016		079427	39.51
	I-2835676	INDOFF INC	R	8/16/2016		079427	93.96
							1,173.68
0567	INDUSTRIAL MARKETING CORP						
	I-41032	INDUSTRIAL MARKETING CORP	R	8/16/2016		079428	211.06
2602	JOSSART BROTHERS INC						
	I-16-02 (2)	JOSSART BROTHERS INC	R	8/16/2016		079429	184,585.38
1276	JX ENTERPRISES INC						
	C-D-262160004	JX ENTERPRISES INC	R	8/16/2016		079430	124.80
	I-D-261620045	JX ENTERPRISES INC	R	8/16/2016		079430	91.29
	I-D-261750007	JX ENTERPRISES INC	R	8/16/2016		079430	523.67
	I-D-261900026	JX ENTERPRISES INC	R	8/16/2016		079430	3.46
	I-D-261930055	JX ENTERPRISES INC	R	8/16/2016		079430	9.55
	I-D-261940066	JX ENTERPRISES INC	R	8/16/2016		079430	32.77
	I-D-262020151	JX ENTERPRISES INC	R	8/16/2016		079430	158.73
	I-D-262030086	JX ENTERPRISES INC	R	8/16/2016		079430	638.76
	I-D-262070083	JX ENTERPRISES INC	R	8/16/2016		079430	6.25
	I-D-262090100	JX ENTERPRISES INC	R	8/16/2016		079430	135.80
	I-D-262090131	JX ENTERPRISES INC	R	8/16/2016		079430	45.17
	I-D-262150012	JX ENTERPRISES INC	R	8/16/2016		079430	12.42
	I-D-262160121	JX ENTERPRISES INC	R	8/16/2016		079430	98.48
							1,631.55
0529	KOCKEN BROS EXCAVATING INC						
	I-201608096248	KOCKEN BROS EXCAVATING INC	R	8/16/2016		079431	1,828.00

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

22.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50392904	KUNDINGER FLUID POWER INC	R	8/16/2016		39.11CR	079432	39.11
0153	LAFORCE INC							
	I-1005572	LAFORCE INC	R	8/16/2016		990.00CR	079433	990.00
0154	LAMERS BUS LINES INC							
	I-494434	LAMERS BUS LINES INC	R	8/16/2016		260.77CR	079434	
	I-494623	LAMERS BUS LINES INC	R	8/16/2016		670.00CR	079434	
	I-494857	LAMERS BUS LINES INC	R	8/16/2016		369.69CR	079434	1,300.46
0156	LAWSON PRODUCTS INC							
	I-9304250727	LAWSON PRODUCTS INC	R	8/16/2016		272.91CR	079435	272.91
7082	LEE RECREATION LLC							
	I-10655-16	LEE RECREATION LLC	R	8/16/2016		41,044.00CR	079436	41,044.00
7443	LEERBURG ENTERPRISES							
	I-441054	LEERBURG ENTERPRISES	R	8/16/2016		545.25CR	079437	
	I-441056	LEERBURG ENTERPRISES	R	8/16/2016		365.93CR	079437	911.18
1	LINZMEYER, JEANNIE							
	I-201608096249	RENTAL	R	8/16/2016		50.00CR	079438	50.00
0160	LIZER OF WI INC							
	I-65041AD	LIZER OF WI INC	R	8/16/2016		82.50CR	079439	
	I-65058AD	LIZER OF WI INC	R	8/16/2016		165.00CR	079439	
	I-65059AD	LIZER OF WI INC	R	8/16/2016		55.00CR	079439	
	I-65060AD	LIZER OF WI INC	R	8/16/2016		165.00CR	079439	467.50
7444	SARA LORNSON							
	I-201608096237	SARA LORNSON	R	8/16/2016		210.98CR	079440	210.98
6198	MAILFINANCE							
	I-H6047542	MAILFINANCE	R	8/16/2016		300.00CR	079441	300.00
0163	MCC INC							
	I-88513	MCC INC	R	8/16/2016		65.00CR	079442	65.00
0173	MENARDS INC							
	I-85553	MENARDS INC	R	8/16/2016		47.50CR	079443	
	I-88008	MENARDS INC	R	8/16/2016		8.72CR	079443	
	I-88848	MENARDS INC	R	8/16/2016		30.29CR	079443	
	I-89293	MENARDS INC	R	8/16/2016		30.90CR	079443	
	I-89474	MENARDS INC	R	8/16/2016		135.56CR	079443	
	I-89495	MENARDS INC	R	8/16/2016		25.96CR	079443	
	I-89578	MENARDS INC	R	8/16/2016		26.58CR	079443	
	I-89638	MENARDS INC	R	8/16/2016		14.27CR	079443	319.78

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

22.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7445	MIDWEST TESTING LLC							
	I-3870	MIDWEST TESTING LLC	R	8/16/2016		3,325.00CR	079444	3,325.00
4909	MOTION PICTURE LICENSING CORP							
	I-504034480	MOTION PICTURE LICENSING CORP	R	8/16/2016		573.40CR	079445	573.40
1475	MUNICIPAL CODE CORP							
	I-273424	MUNICIPAL CODE CORP	R	8/16/2016		1,056.12CR	079446	1,056.12
0076	NASSCO INC							
	I-S2072060.001	NASSCO INC	R	8/16/2016		239.36CR	079447	239.36
3191	NIELSON COMMUNICATIONS INC							
	I-AT10733	NIELSON COMMUNICATIONS INC	R	8/16/2016		49.90CR	079448	
	I-GB16-21004	NIELSON COMMUNICATIONS INC	R	8/16/2016		127.50CR	079448	
	I-GB16-21020	NIELSON COMMUNICATIONS INC	R	8/16/2016		1,624.50CR	079448	1,801.90
0531	NORTHEAST AUTO PARTS INC							
	I-313060	NORTHEAST AUTO PARTS INC	R	8/16/2016		4.30CR	079449	
	I-313350	NORTHEAST AUTO PARTS INC	R	8/16/2016		6.98CR	079449	
	I-313362	NORTHEAST AUTO PARTS INC	R	8/16/2016		315.50CR	079449	
	I-313429	NORTHEAST AUTO PARTS INC	R	8/16/2016		8.99CR	079449	
	I-313475	NORTHEAST AUTO PARTS INC	R	8/16/2016		31.35CR	079449	
	I-313493	NORTHEAST AUTO PARTS INC	R	8/16/2016		85.08CR	079449	
	I-313495	NORTHEAST AUTO PARTS INC	R	8/16/2016		6.09CR	079449	
	I-313498	NORTHEAST AUTO PARTS INC	R	8/16/2016		13.98CR	079449	
	I-313596	NORTHEAST AUTO PARTS INC	R	8/16/2016		79.14CR	079449	
	I-313642	NORTHEAST AUTO PARTS INC	R	8/16/2016		15.96CR	079449	
	I-313680	NORTHEAST AUTO PARTS INC	R	8/16/2016		3.60CR	079449	
	I-313682	NORTHEAST AUTO PARTS INC	R	8/16/2016		40.47CR	079449	
	I-313741	NORTHEAST AUTO PARTS INC	R	8/16/2016		249.85CR	079449	861.29
3250	NORTHERN LAKE SERVICE							
	I-298960	NORTHERN LAKE SERVICE	R	8/16/2016		80.00CR	079450	80.00
0187	NSIGHT TELSERVICES							
	I-201608096238	NSIGHT TELSERVICES	R	8/16/2016		64.40CR	079451	64.40
6732	OCEAN SYSTEMS INC.							
	I-I16-16546	OCEAN SYSTEMS INC.	R	8/16/2016		99.00CR	079452	99.00
0197	PACKER CITY INTERNATIONAL INC							
	I-X101048835:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		1,630.00CR	079453	
	I-X101049009:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		147.72CR	079453	
	I-X101049094:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		139.90CR	079453	
	I-X101049169:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		48.92CR	079453	
	I-X101049298:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		26.22CR	079453	
	I-X101049412:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		475.19CR	079453	
	I-X101049560:01	PACKER CITY INTERNATIONAL INC	R	8/16/2016		194.06CR	079453	2,662.01

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0202	PEPSI COLA NEW INC							
	I-363386	PEPSI COLA NEW INC	R	8/16/2016		91.68CR	079454	
	I-364252	PEPSI COLA NEW INC	R	8/16/2016		25.44CR	079454	117.12
3401	PETERS CONCRETE COMPANY INC							
	I-16-14 (2)	PETERS CONCRETE COMPANY INC	R	8/16/2016		84,833.14CR	079455	84,833.14
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-65952	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/16/2016		422.72CR	079456	
	I-66302	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/16/2016		552.16CR	079456	974.88
1701	PRAXAIR DISTRIBUTION INC							
	C-73847890	PRAXAIR DISTRIBUTION INC	R	8/16/2016		18.08	079457	
	I-73729082	PRAXAIR DISTRIBUTION INC	R	8/16/2016		38.18CR	079457	
	I-73753829	PRAXAIR DISTRIBUTION INC	R	8/16/2016		18.03CR	079457	38.13
1246	PREVEA HEALTH							
	I-104087	PREVEA HEALTH	R	8/16/2016		42.00CR	079458	
	I-104112	PREVEA HEALTH	R	8/16/2016		292.00CR	079458	334.00
0395	PRO ONE JANITORIAL INC							
	I-113252	PRO ONE JANITORIAL INC	R	8/16/2016		979.00CR	079459	979.00
0220	QUILL CORP							
	I-7901698	QUILL CORP	R	8/16/2016		154.95CR	079460	
	I-7943965	QUILL CORP	R	8/16/2016		39.99CR	079460	194.94
3854	R J MARX, INC							
	I-16-10963	R J MARX, INC	R	8/16/2016		292.60CR	079461	292.60
0227	REINDERS INC							
	I-1645546-00	REINDERS INC	R	8/16/2016		77.65CR	079462	
	I-1646686-00	REINDERS INC	R	8/16/2016		93.83CR	079462	
	I-1647944-00	REINDERS INC	R	8/16/2016		470.52CR	079462	
	I-1648130-00	REINDERS INC	R	8/16/2016		39.87CR	079462	681.87
7371	RJM CONSTRUCTION LLC							
	I-3918	RJM CONSTRUCTION LLC	R	8/16/2016		1,186.16CR	079463	1,186.16
7447	ROUTE READY PARTS & SERVICE							
	I-4955-00	ROUTE READY PARTS & SERVICE	R	8/16/2016		245.40CR	079464	245.40

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0242	SCOTT CONSTRUCTION INC							
	I-11919MB	SCOTT CONSTRUCTION INC	R	8/16/2016		531.00CR	079465	531.00
3458	SEROOGY'S CHOCOLATES							
	I-201608096239	SEROOGY'S CHOCOLATES	R	8/16/2016		216.00CR	079466	216.00
3234	SHERWIN WILLIAMS							
	I-7779-0	SHERWIN WILLIAMS	R	8/16/2016		202.58CR	079467	
	I-8038-3	SHERWIN WILLIAMS	R	8/16/2016		19.78CR	079467	222.36
5315	SMILEMAKERS							
	I-7841256	SMILEMAKERS	R	8/16/2016		50.94CR	079468	50.94
6789	SPEEDY CLEAN DRAIN AND SEWER							
	I-16-15 (2)	SPEEDY CLEAN DRAIN AND SEWER	R	8/16/2016		23,789.22CR	079469	23,789.22
0258	SUPERIOR CHEMICAL CORP							
	I-132094	SUPERIOR CHEMICAL CORP	R	8/16/2016		103.83CR	079470	103.83
0262	TEMPERATURE SYSTEMS INC							
	I-2528393-00	TEMPERATURE SYSTEMS INC	R	8/16/2016		196.08CR	079471	196.08
0555	TIME WARNER CABLE LLC							
	I-201608096250	TIME WARNER CABLE LLC	R	8/16/2016		6.30CR	079472	6.30
6900	TURRIFF PLUMBING INC.							
	I-8326	TURRIFF PLUMBING INC.	R	8/16/2016		3,152.50CR	079473	3,152.50
0272	UNIFORM SHOPPE INC							
	I-257073	UNIFORM SHOPPE INC	R	8/16/2016		391.80CR	079474	
	I-257296	UNIFORM SHOPPE INC	R	8/16/2016		10.95CR	079474	
	I-257350	UNIFORM SHOPPE INC	R	8/16/2016		32.95CR	079474	
	I-257495	UNIFORM SHOPPE INC	R	8/16/2016		480.40CR	079474	
	I-257591	UNIFORM SHOPPE INC	R	8/16/2016		32.95CR	079474	
	I-257659	UNIFORM SHOPPE INC	R	8/16/2016		29.50CR	079474	
	I-257688	UNIFORM SHOPPE INC	R	8/16/2016		20.45CR	079474	
	I-257713	UNIFORM SHOPPE INC	R	8/16/2016		92.94CR	079474	
	I-257715	UNIFORM SHOPPE INC	R	8/16/2016		207.89CR	079474	
	I-257717	UNIFORM SHOPPE INC	R	8/16/2016		82.95CR	079474	1,382.78
7015	US BANK EQUIPMENT FINANCE							
	I-310239116	US BANK EQUIPMENT FINANCE	R	8/16/2016		207.50CR	079475	207.50

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

BANK : AP ASSOCIATED

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1451	VALLEY CABINET INC							
	I-24422-000	VALLEY CABINET INC	R	8/16/2016		2,163.78CR	079476	2,163.78
3707	VIKING ELECTRIC SUPPLY							
	I-1617907	VIKING ELECTRIC SUPPLY	R	8/16/2016		164.46CR	079477	
	I-1637023	VIKING ELECTRIC SUPPLY	R	8/16/2016		353.16CR	079477	517.62
6118	WI DEPT OF JUSTICE - TIME							
	I-T21321	WI DEPT OF JUSTICE - TIME	R	8/16/2016		703.50CR	079478	703.50
6469	WI DOCUMENT IMAGING							
	I-104103	WI DOCUMENT IMAGING	R	8/16/2016		150.00CR	079479	
	I-69379	WI DOCUMENT IMAGING	R	8/16/2016		300.00CR	079479	
	I-69380	WI DOCUMENT IMAGING	R	8/16/2016		62.21CR	079479	
	I-69764	WI DOCUMENT IMAGING	R	8/16/2016		594.92CR	079479	
	I-89898A 1	WI DOCUMENT IMAGING	R	8/16/2016		2,395.00CR	079479	3,502.13
7350	WI MEDIA							
	I-10039975	WI MEDIA	R	8/16/2016		2,418.20CR	079480	2,418.20

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	105	0.00	451,249.12	451,249.12
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	105	0.00	451,249.12	451,249.12

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

PACKET: 05241 AUG 2016 COUNCIL - 2 8-16-16

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2016	81,702.02CR
201	8/2016	2,109.91CR
208	8/2016	124.19CR
405	8/2016	296,044.90CR
415	8/2016	49,142.10CR
601	8/2016	16,044.10CR
650	8/2016	6,081.90CR
=====		
ALL		451,249.12CR

Attachment: 8-16-16 VOUCHERS (5044 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: August 16, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 8-16-2016 (PDF)

CITY OF DE PERE - August 16, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	ADENEKAN, AYODELE A.	3509 E. GLORY LN APT 15	APPLETON	WI	54913
2	BOEHM, TODD R.	N1347 CTH AB	DENMARK	WI	54208
3	JACKIMOWICZ, COURTNEY L.	3835 EAST RIVER DR #7	GREEN BAY	WI	54301
4	MARTENS, JACOB P.	719 WINFORD AV	GREEN BAY	WI	54303
5	MARTINEZ, ROBERTO	510 N. 10TH ST APT 9	DE PERE	WI	54115
6	SCHUIRMANN, BRIANNA J.	2802 VIKING DR	GREEN BAY	WI	54304
7	VERDEGAN, DAWN M.	109 S. VAN BUREN ST	GREEN BAY	WI	54301

New Operator License Applications for the 2016-2018 Licensing Period					
1	DUNLAP, CAREY L.	2108 S. BROADWAY	DE PERE	WI	54115
2	MARTA, JIM W.	1815 12TH AV	GREEN BAY	WI	54304
3	MILLER, KEYONNA L.	225 FORT HOWARD AV	DE PERE	WI	54115
4	PRIETO, EMILIA R.	100 GRANT ST SUITE 1652	DE PERE	WI	54115
5	ROBERTS, DENISE J.	2410 SYCAMORE DR #12	GREEN BAY	WI	54311
6	SCHOLZ, BOBBIE JO	121 N. HURON ST	DE PERE	WI	54115
7	TEGTMAN, KRISTEN L.	302 MAIN AV APT 2	DE PERE	WI	54115

Attachment: 8-16-2016 (5051 : Operator License Applications.)