



Board of Public Works

335 South Broadway

Regular Meeting

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

Agenda

Monday, August 11, 2014	7:30 PM	De Pere City Hall Council Chambers
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Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Board of Public Works** of the City of De Pere will be held on **August 11, 2014 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

- I. Call to Order
 - 1. Roll Call
- II. Public Comment
- III. Items
 - 1. Approval of the Minutes of the July 14, 2014 Board of Public Works Meeting
 - 2. Consider Quote for Pedestrian Crossing Signal*
 - 3. Consider Award of Project 14-16 Clearing, Grubbing, and Ditching*
 - 4. Consider WPS Street Lighting Contract for CTH PP*
 - 5. Consider Driveway to 1300 Lost Dauphin Road
 - 6. Consider Modifications to Storm Sewer Connection Fee*
 - 7. Consider State Municipal Agreement - STP-U Grant Fund*
 - 8. Consider Revocable Occupancy Permit for Front Street Behind 301 N. Broadway*
 - 9. Approval of Board of Public Works Meeting Date for September 2015
 - 10. Discussion of Compost Facility
 - 11. Update on Commercial Garbage & Recycling Collection
- IV. Future Agenda Items
- V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday August 11, 2014 so that arrangements can be made.

Agenda Sent To:
Mayor
Alderpersons

Brad Ottum, Relyco, Inc.
Tim Bodart, Bodart Electric

Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

Jay Dressen, Wisconsin Public Service
Mark J. Robbins, Performa
Richard Zahn, Rettler Corporation

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Minutes of the July 14, 2014 Board of Public Works Meeting

ATTACHMENTS:

- Board of Public Works July 7, 2014 Meeting Draft Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Monday, July 7, 2014

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Dean Raasch	Aldersperson	Excused	
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None

III. Items

- Approval of the June 9, 2014 Meeting Minutes.
Aldersperson Boyd moved to approve the June 9, 2014 Board of Public Works Minutes, Aldersperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Aldersperson
SECONDER:	Jim Kneiszel, Aldersperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Dean Raasch

- Consider Award for Project 404-14-01, Well Pump Improvements*
Eric Rakers, City Engineer presented three bids received for Well Pump Improvements on the Ninth Street and Scheuring Road wells. The City Engineer also presented two issues with the bidding project. One bid arrived after bid opening due to UPS weather delays. The second issue related to a math error in the bid from Water Well Solutions.

Discussion followed. Mayor Walsh moved to approve the staff recommendation to award the bid to CTW Corporation in the amount of \$82,467.00 for the base bid plus option bid items, Aldersperson Bauer seconded the motion, upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Kevin Bauer, Aldersperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Dean Raasch

- Consider Pedestrian Signal Donation from St. Norbert College for Third and Marsh*
Eric Rakers, City Engineer, presented the St. Norbert College donation of pedestrian actuated signals for Third Street at Marsh Street. He explained that St. Norbert College purchased the signals, the city will install them this year and bill St. Norbert College for

the cost of the installation. The lights will be the City's to maintain. Staff is proposing to waive the Engineering Fee for the installation.

Alderpersion Boyd moved to approve the donation of pedestrian actuated signals to the City per the attached letter from St.Norbert College with the College reimbursing the City for the installation cost and the Engineering Fee for installation being waived, Alderpersion Bauer seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderpersion
SECONDER:	Kevin Bauer, Alderpersion
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Dean Raasch

4. Consider Project Approach and Timeline for Sidewalk Construction on Lawrence Drive*
City Engineer Eric Rakers, reviewed the proposed design for sidewalk along Lawrence Drive to fill in gaps from Southwest Park all the way to Scheuring Road on the west side and on the east side from the Southwest Park to Fortune on the east side. He explained that the project had been ongoing since 2008. A public information meeting had been held in 2009, and again on June 18, 2014, where residents came to speak in favor or against the project. City Engineer Rakers highlighted the facility need for the sidewalks, the connectivity, and the Municipal Code calling for sidewalks. City Engineer Rakers stated that at the June 18th meeting several residents came forward asking for sidewalk on both sides of Lawrence Drive because there is now a roundabout at Lawrence and Scheuring versus the traffic signals. He shared survey results from the residential areas to the south and along the corridor of Lawrence Drive, showing 135 in favor of the sidewalks and 15 opposed to the sidewalk installation, with 2 neutral responses. Eric Rakers was presenting for recommendation a slightly different timeline for installation than in the past: property owners could install the sidewalk this year on their own, with their own contractor, or do the work themselves. If the work was not done this year, the City will do it as a project in the coming year which would allow special assessments and spread out payments.

Discussion followed.

Mayor Walsh moved at 7:50pm to open the meeting to allow residents in attendance to speak, Alderpersion Kneiszel seconded the motion, upon vote the motion passed.

Jerry Gerondale asked if there would be compensation for the any of the trees that would be taken down in the right-of-way. He was also concerned that the timeline was too short for homeowners to do the sidewalk on their own. City Engineer Rakers responded that the City was willing to meet directly with residents to look at the property and that consideration would be taken if possible to preserve trees.

Jim Vandenboogard spoke against sidewalk installation, but stated that if sidewalk were to go in it should be installed on both sides of Lawrence Drive.

Josh Peterson spoke out of concern for the 12 large pine trees on his property. City Engineer Rakers agreed to set up a meeting in the field to see if the trees could remain.

Paul Bougie spoke against sidewalk stating that when they put in the new road they were

told that there wouldn't be sidewalks installed. He spoke against sidewalks on the west side of Lawrence Drive.

Jim Neuman stated that he was opposed to sidewalks on both sides of Lawrence Drive. He shared that a large portion of the west side does not have residences along Lawrence Drive.

Gerald Andrews from Landscape Associates, spoke against sidewalk installation, stating that it would be very expensive for them due to installation, maintenance, and liability. He was also concerned with his driveway slope connecting to the roadway. Discussion followed in regard to installing pavers vs. concrete for sidewalks and/or the driveway at his business.

Ben Klemp shared that it would be beneficial for sidewalks to be continuous, but he didn't see a need for sidewalks in that area.

Dennis Stowe spoke about his concerns for the driveway slope. Eric Rakers, City Engineer, agreed to meet to review in the field.

Todd Mader spoke against the sidewalk installation.

Doug Thompson spoke against the sidewalk installation due to cost of installation and maintenance costs.

Gerald Andrews spoke again against the sidewalks. He also suggested reconsideration of the ordinance requiring property owners to pay the entire cost.

Jim Vandenboogard stated that a study needs to be done that proves sidewalks are safer. He also stated that Lawrence Drive was ill conceived with only one entrance and egress for the entire neighborhood.

Mayor Walsh moved to return to regular session at 8:50pm, Alderperson Kneiszel seconded the motion. Upon vote the motion passed unanimously.

Alderperson Bauer stated that he was in favor of including sidewalk on both sides of Lawrence Drive.

Mayor Walsh moved to approve sidewalk installation on both sides of Lawrence Drive, Alderperson Bauer seconded the motion. Upon vote, the motion passed unanimously.

City Engineer Rakers stated that the sidewalk installation would be on the August 5, 2014 Common Council Agenda and that residents would be notified of that meeting. He also stated that residents should contact him to make appointments to meet in the field and take a look at individual concerns.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Kevin Bauer, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Dean Raasch

5. Discussion of Engineering Technical Services Regarding Installation of T-Mobile's Wireless Antennae Facilities on 9th Street Water Tower*
Alderperson Bauer moved to approve the engineering services agreement with Dixon Engineering for the 9th Street Water Tower in the amount of \$7,400, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
EXCUSED:	Dean Raasch

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Kneiszel seconded the motion. Upon vote the motion passed and the meeting was adjourned at 8:56pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Quote for Pedestrian Crossing Signal*

The Engineering Department received proposals for a Pedestrian Crossing Signal on July 24, 2014. The work includes installing a flashing beacon on Third Street at the intersection of Marsh Street for Saint Norbert College. The installation cost of this work is as follows:

Contractor	Total Cost
Bodart Electric Service, Inc.	\$500
Beacon Electric LLC	\$1,350
Elmstar Electric Corporation	\$2,625

The staff recommendation is to accept the quote from Bodart Electric for \$500. Saint Norbert College purchased the flashing beacon materials and will reimburse the City for the project cost.

ATTACHMENTS:

- 14-10ABid Tab (PDF)

**PROJECT 14-10A PEDESTRIAN CROSSING SIGNAL
BID TAB**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Bodart Electric		Beacon Electric LLC		Elmstar Electric Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	Beam Pedestrian Crossing with Push Button	LS	1	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00	\$ 2,625.00	\$ 2,625.00
							\$ -		\$ -
							\$ -		\$ -
	Total Amount Bid				\$ 500.00		\$ 1,350.00		\$ 2,625.00

Attachment: 14-10ABid Tab (2457 : Consider Quote for Pedestrian Crossing Signal*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Project 14-16 Clearing, Grubbing, and Ditching*

The Engineering Department received bids on Project 14-16 Clearing, Grubbing, and Ditching on July 31, 2014. This work is for clearing and grubbing of trees and ditching on City owned property on the southeast corner of American Boulevard and Red Maple. The goal is to clean up the site so that illegal dumping doesn't occur and maintain drainage throughout the site. This is a site that will be marketable for the City to sell for development.

The project also includes ditching of a City swale off of Pecatonica where debris buildup has occurred.

The bids received were as follows:

Bidder	Amount
Relyco, Inc.	\$37,325.00
Vinton Construction Company	\$58,553.00
Advance Construction, Inc.	\$63,333.00
KCG Excavating, Inc.	\$70,298.00
Maroszek Excavating, Inc.	\$112,450.00
Ostrenga Excavating, Inc.	\$123,187.50
Ed Gersek, Inc.	\$143,043.50

The budgeted amount for the project is \$50,000. Funding will be \$40,000 from TID #6 and \$10,000 from the storm water utility fund. The staff recommendation is to award the bid to Relyco, Inc. in the amount of \$37,325.00.

ATTACHMENTS:

- 14-16 Bid Tab(PDF)

PROJECT 14-16 CLEARING, GRUBBING, AND DITCHING

3.3.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				RELYCO, INC.		VINTON CONSTRUCTION COMPANY		ADVANCE CONSTRUCTION INC.		KCG EXCAVATING, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing	LS	1	\$ 22,500.00	\$ 22,500.00	\$ 36,022.00	\$ 36,022.00	\$ 20,983.00	\$ 20,983.00	\$ 38,000.00	\$ 38,000.00
SD-02	Provide Ditch Grading – Red Maple Road Parcels	LF	850	\$ 7.50	\$ 6,375.00	\$ 13.18	\$ 11,203.00	\$ 20.00	\$ 17,000.00	\$ 20.00	\$ 17,000.00
SD-03	Provide Grading- Pecatonica Court Easement	LF	600	\$ 9.50	\$ 5,700.00	\$ 13.18	\$ 7,908.00	\$ 33.00	\$ 19,800.00	\$ 13.33	\$ 7,998.00
SPECIAL CONSTRUCTION											
SP-01	Provide Silt Fence	LF	100	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 2.50	\$ 250.00	\$ 4.00	\$ 400.00
SP-02	Provide Rock Filled Erosion Control Bags	EA	120	\$ 10.00	\$ 1,200.00	\$ 8.00	\$ 960.00	\$ 10.00	\$ 1,200.00	\$ 25.00	\$ 3,000.00
SP-03	Provide Inlet Protection	EA	2	\$ 125.00	\$ 250.00	\$ 80.00	\$ 160.00	\$ 50.00	\$ 100.00	\$ 75.00	\$ 150.00
SP-04	Remove Culvert	EA	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 800.00	\$ 4,000.00	\$ 750.00	\$ 3,750.00
TOTAL BID					\$ 37,325.00		\$ 58,553.00		\$ 63,333.00		\$ 70,298.00

Attachment: 14-16 Bid Tab (2460 : Consider Award of Project 14-16 Clearing, Grubbing, and Ditching*)

PROJECT 14-16 CLEARING, GRUBBIN

BID TAB



3.3.a

				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				MAROSZEK EXCAVATING, INC.		OSTRENGA EXCAVATING, INC.		ED GERSEK, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 83,130.00	\$ 83,130.00	75000	\$ 75,000.00
SD-02	Provide Ditch Grading – Red Maple Road Parcels	LF	850	\$ 15.00	\$ 12,750.00	\$ 13.35	\$ 11,347.50	\$ 44.11	\$ 37,493.50
SD-03	Provide Grading- Pecatonica Court Easement	LF	600	\$ 50.00	\$ 30,000.00	\$ 35.35	\$ 21,210.00	\$ 45.00	\$ 27,000.00
SPECIAL CONSTRUCTION									
SP-01	Provide Silt Fence	LF	100	\$ 2.00	\$ 200.00	\$ 2.50	\$ 250.00	\$ 4.00	\$ 400.00
SP-02	Provide Rock Filled Erosion Control Bags	EA	120	\$ 15.00	\$ 1,800.00	\$ 5.00	\$ 600.00	\$ 15.00	\$ 1,800.00
SP-03	Provide Inlet Protection	EA	2	\$ 100.00	\$ 200.00	\$ 125.00	\$ 250.00	\$ 50.00	\$ 100.00
SP-04	Remove Culvert	EA	5	\$ 500.00	\$ 2,500.00	\$ 1,280.00	\$ 6,400.00	\$ 250.00	\$ 1,250.00
TOTAL BID					\$ 112,450.00		\$ 123,187.50		\$ 143,043.50

Attachment: 14-16 Bid Tab (2460 : Consider Award of Project 14-16 Clearing, Grubbing, and Ditching*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider WPS Street Lighting Contract for CTH PP*

Wisconsin Public Service (WPS) is installing street lighting along CTH PP as part of the street construction project as requested by the City. In order for WPS to install the lighting, the City must enter into the attached street lighting contract with WPS. The installation will cost \$84,829 and will be budgeted for in the City's 2015 budget. Payment for the street lights will be due to WPS by February 2015.

Staff recommends approving the contract with WPS for installation of street lighting on CTH PP.

ATTACHMENTS:

- WPS CTH PP Street Lighting Contract(PDF)



July 17, 2014

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526

Wisconsin Public Service Corporation
An Integrys Energy Group Company
700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

Dear Customer:

Thank you for your lighting request for service at: COUNTY ROAD PP ROUNDABOUT, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The enclosed electric, gas or lighting contracts need to be signed and returned to the Public Service office within 60 days of the contract date; otherwise the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required), and completion of all site requirements. Mail both contracts to the Public Service office and a mutually signed contract will be returned to you.
- The total monthly lighting bill is **\$440.00**.
- The cost to install the special facilities for your Municipal outdoor lighting is **\$84,829.00**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 1568241 on your check or money order.
- In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Curb and gutter must be installed in advance of lighting installation.
- The pole location for the light and the right-of-way must be within 6 inches of final grade.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 1568241-1** when calling us at 920-617-5271.

Sincerely,

Jay Dressen

Enc

WISCONSIN PUBLIC SERVICE CORPORATION-WI

CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 7/10/2014 (Contract Date) between
CITY OF DE PERE (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: COUNTY ROAD PP ROUNDABOUT in the
CITY of DE PERE, County of BROWN, State of WI.

This lighting system is comprised of 22 LED Lamps under a LS-1 rate schedule on
pole number(s) SEE ATTACHMENT FOR POLES#

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer
agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement
date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
150W Equivalent - LED Cobrahead	22	\$ 20.00	\$ 440.00
Sub-Total Monthly Bill			\$ 440.00

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -

Total Monthly Bill			\$ 440.00
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 440.00

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 28,218.60
b. Assigned Special Facilities Ornamental	\$ 45,653.52
Sub-Total Special Facilities	\$ 73,872.12

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental
facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1
Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the
company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	\$ 45,653.52	
	24.00%	\$ 10,956.88
5. Total Advance Payment		\$ 84,829.00

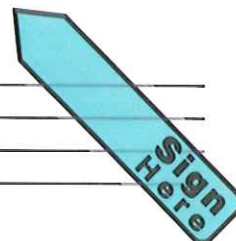
WPSC Signature

Customer Signature

WR/Revisions: 1568241-1
IFRIS Project: 0007014014
Database: _____

Customer Mailing Address

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526



WISCONSIN PUBLIC SERVICE CORPORATION-WI

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Site Address/Description/Location: COUNTY ROAD PP ROUNDABOUT in the
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150W Equivalent - LED Cobrahead	22	\$ 20.00	\$ 440.00
Sub-Total Monthly Bill			\$ 440.00

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -

Total Monthly Bill			\$ 440.00
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 440.00

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 28,218.60
b. Assigned Special Facilities Ornamental	\$ 45,653.52
Sub-Total Special Facilities	\$ 73,872.12

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Special Facilities Ornamental Payment from 3b:

\$ 45,653.52	
24.00%	\$ 10,956.88
	\$ 84,829.00

5. Total Advance Payment

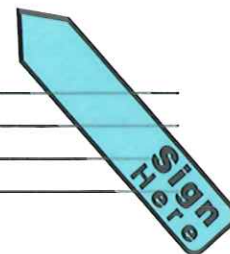
WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 1568241-1
IFRIS Project: 0007014014
Database: _____

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526



[illegible]

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Consider Driveway to 1300 Lost Dauphin Road

Staff has reviewed the proposed plan for Mel Nicks Field Improvements at 1300 Lost Dauphin Road. The plans include relocating the existing driveway. The average daily traffic on Lost Dauphin Road at this location is greater than 3500 vehicles per day. Chapter 22.15 of the Code requires Board of Public Works approval as stated below:

Sec. 22-15. Construction of driveway approaches; curb cuts.

(a) In addition to obtaining license under section 22-10 of this chapter, before a driveway or curb cut for a driveway is made, a permit therefore shall be obtained from the director of public works. The location of all driveway openings or approaches, otherwise known as curb cuts, on all driveways servicing any property in the city which abuts a state or county highway or abuts a city street having a traffic count of 3,500 or more vehicles per a 24-hour period, other than property used for single-family or two-family residence purposes, shall be first approved by the board of public works, upon the presentation of a complete plot plan by the owner or applicant to such board prior to issuance of a permit by the director of public works. Such permit shall apply only to those locations approved by the board. In addition to the requirements set forth above, all applications for curb cuts on any street, except in the case of single-family or two-family dwellings, shall be conditioned upon the approval of an off-street parking plan as required by section 14.51(13) of the zoning ordinance.

The new driveway replaces an existing gravel driveway and will be located to align with the Nicolet Place intersection. An existing fire hydrant will be relocated so it does not conflict with the driveway. The width of the new driveway complies with section 14-55(8)(a)(1). Existing curb cuts will be closed by constructing 24" curb and gutter sections constructed to the nearest pavement joint.

Staff recommendation is to approve the driveway curb cut as shown on the attached plan.

ATTACHMENTS:

- CE_1300-Lost-Dauphin-Curb-Cut-Permit_073014 (PDF)

CITY OF DE PERE

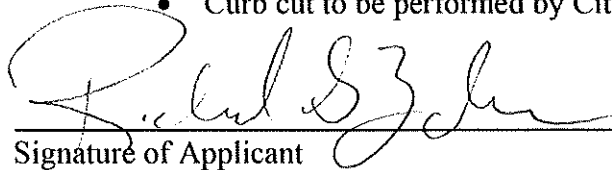
**REQUEST FOR CURB CUT
DRIVEWAY LOCATION AUTHORIZATION**DATE 7.30.14 FEE \$15.00

We hereby request to install a curb cut and/or driveway to serve the property described as:

Parcel # WD-194, WD-194-2Address 1300 Lost Dauphin Road, De Pere, WI 54115with a width of 24 feet at the property line and 34 feet at the curbline as indicated on the site plan submitted herewith.Proposed driveway will serve: Residence x Business IndustrialDescription: The existing entrance to the Mel Nicks facility will be removed and replaced with 24" curb and gutter. A new drive apron will be installed as shown on the layout plan (C3.0).Property Owner Saint Norbert College (Agent is Rettler Corporation)Address (Agent) 3317 Business Park Drive Stevens Point, WI 54482Applicant Name (Agent) Richard ZahnPhone Number (Agent) (715) 341-2633Cell Phone Number (Agent) (715) 347-2321Fax Number (Email) rzahn@rettler.com

I have reviewed the General Conditions and Requirements of the proposed curb cut and agree to the following terms:

- Curb cut per City specifications
- Curb cut to be performed by City licensed contractor



Signature of Applicant

7-30-14
Date

FOR OFFICE USE ONLY:

DATE APPROVED _____

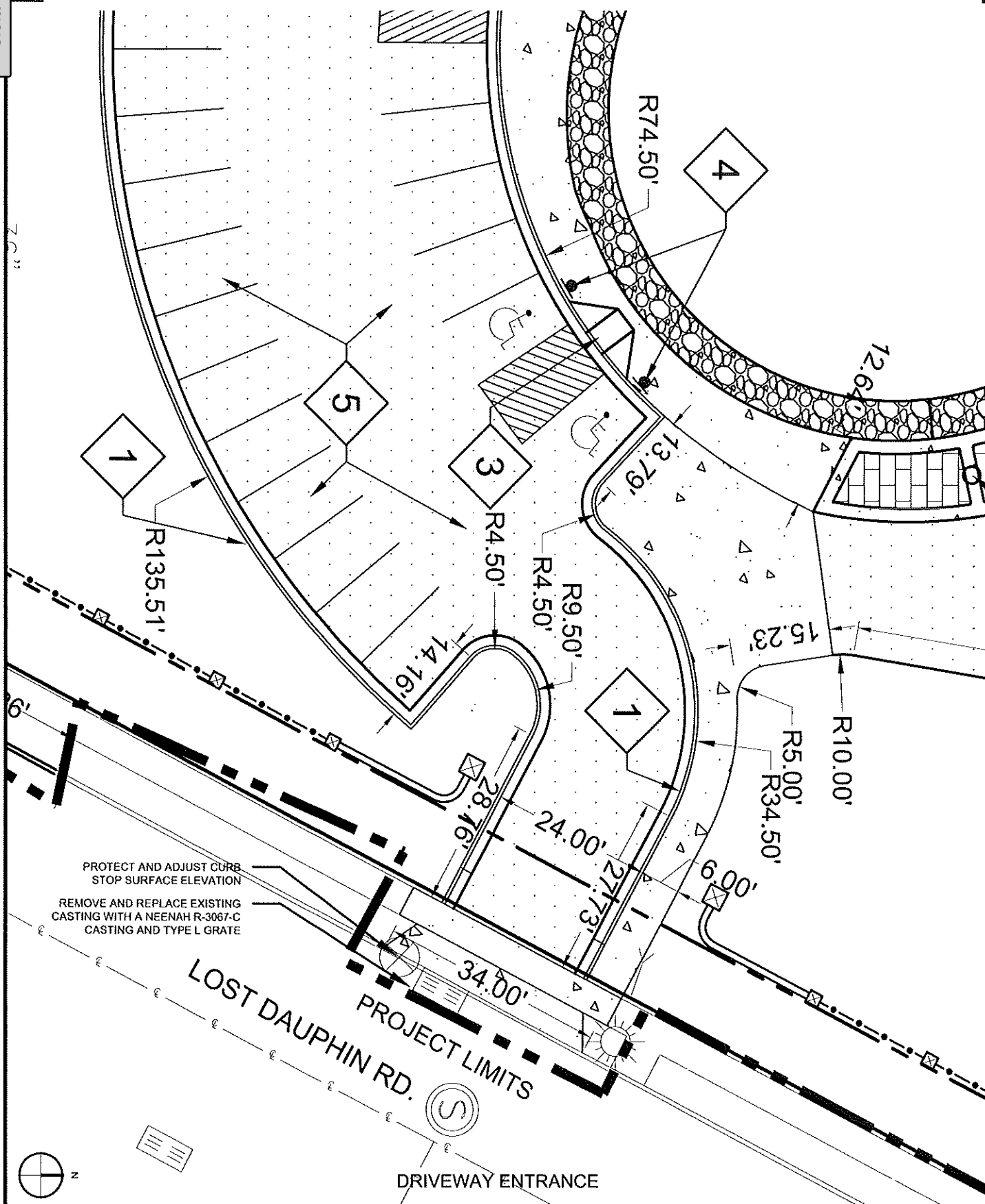
City Engineer

Permit Issued and fee collected this _____ day of _____, 20____. Receipt # _____

Inspected by: _____

3.5.a

Packet Pg. 21



RETTLER
corporation

3317 Business Park Drive, Stevens Point, WI 54482
Telephone: 715 - 341 - 2633, Fax: 715 - 341 - 0431
email: info@rettlar.com, website: www.rettler.com

MEL NICKS FIELD REDEVELOPMENT
CITY OF DE PERE
SITE REDEVELOPMENT PROJECT

BROWN COUNTY, WI

Project No.:	14.024
Date:	7.31.14
Scale:	1:20
Revised Sheet:	C3,0

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Modifications to Storm Sewer Connection Fee*

In June, the Board of Public Works approved the implementation of a storm water connection fee. After the approval, the City Attorney began drafting the ordinance modifications for approval at Council. While updating the ordinance, two changes related to special assessment requirements were identified. The connection fee being proposed is a type of special assessment for an improvement. In this case, the improvement is the storm sewer service. The changes relate to the following:

- (1) The storm connection fee is based on the original fee plus an interest charge.
- (2) A public hearing is held at the Board of Public Works.

The first change required is when a property owner connects after the year in which the lateral is installed. The approved action was that *“costs for the storm sewer main and/or laterals would be established yearly by the Board. The fee would be paid at the time of connection”*. The recommended change is the connection fee will be based on the fee established when installed plus an interest charge. The interest would be based on the rate the City pays to borrow funds plus 1%. The interest rate would be charged yearly up to 10 years. After 10 years, the connection fee would be capped.

The second change is that a public hearing is still required because the fee is treated as a special assessment. The action approved by the Board was *“Property owners with a proposed connection fee would be invited to the Board for the meeting that the proposed storm sewer and laterals are to be discussed”*. State special assessment statutes specifically require that local ordinances provide for reasonable notice and a public hearing and that many municipal ordinances have the public hearing take place at a Board or Committee level rather than the Council. Staff recommendation is that the public hearing occur at the Board of Public Works for process streamlining.

The staff recommendations are as follows:

- (1) The connection fee will be based on the fee established when installed plus an interest charge. The interest would be based on the rate the City pays to borrow funds plus 1%. The interest rate would be charged yearly up to 10 years. After 10 years, the connection fee would be capped.

- (2) The Board will follow State special assessment procedures and act on a resolution for special assessment and have a public hearing for the proposed storm connection fees. Impacted property owners will be invited to the meetings.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider State Municipal Agreement - STP-U Grant Fund*

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

The summary for the streets is as follows:

Project ID/Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
ID 4985-00-51/52 - Allard Street - Grant to Reid	\$334,864	\$267,891	\$66,973
ID 4985-00-53/54 - Erie Street - O'Keefe to Virginia	\$468,400	\$374,720	\$93,680
ID 4985-00-55/56 - Libal Street - Ridgeway to LeBrun	\$87,830	\$70,264	\$17,566
ID 4985-00-57/58 - Helena Street - Seventh to Sixth	\$62,505	\$50,004	\$12,501
ID 4985-00-59/60 - Ninth Street -Grant to Main	\$295,354	\$233,800	\$61,554

This work is scheduled to occur in 2018 and 2019.

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

ATTACHMENTS:

- 4985 00 51_52 BROWN CO C DEPERE ALLARD ST UNSIGN COMBINED 06052014 (PDF)
- 4985 00 53_54 BROWN CO C DEPERE ERIE ST UNSIGN COMBINED 06062014 (PDF)
- 4985 00 55_56 BROWN CO C DEPERE LIBAL ST UNSIGN COMBINED 06062014 (PDF)
- 4985 00 57_58 BROWN CO C DEPERE HELENA ST UNSIGN COMBINED 06062014 (PDF)

- 4985 00 59_60 BROWN CO C DEPERE NINTH ST ORG UNSIGN 07092014(PDF)



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 5, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-51/52
GRANT ST TO REID ST
BROWN County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 51_52 BROWN CO C DEPERE ALLARD ST UNSIGN COMBINED 06052014 (2458 : Consider SMA - STP-U Grant Fund*)

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 5, 2014 I.D.: 4985-00-51/52 Road Name: C DEPERE, ALLARD ST Limits: GRANT ST TO REID ST County: BROWN Roadway Length: 0.18 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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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 2-14 lanes of an urban cross section. The existing pavement is asphalt. It has longitudinal, transverse cracking, and some spot alligator cracking. It was last improved in 1998. There is existing curb and gutter, sidewalk, and bicycle accommodations. There is existing lighting.

Proposed Improvement - Nature of work: The proposed project is resurfacing of the urban cross section. The new pavement will be hot mix asphalt with curb and gutter. Permanent and temporary pavement marking and signing will be installed. 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 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$267,891 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$267,891 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. 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 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 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 4985-00-51					
Design	\$35,126	\$28,101	80% *	\$7,025	20% + BAL
State Review	\$18,734	\$14,987	80% *	\$3,747	20% + BAL
ID 4985-00-52					
Participating Construction	\$234,170	\$187,336	80% *	\$46,834	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$46,834	\$37,467	80% *	\$9,367	20% + BAL
Total Est. Cost Distribution	\$334,864	\$267,891	N/A	\$66,973	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 \$267,891 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 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 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
 - 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. Real estate for the improvement.
 - i. 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 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. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-51: 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 22-f). 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 4985-55-51: Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
 - c. ID 4985-55-51: Utility items are funded 100% by the Municipality.

d. ID 4985-00-52: 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 22-f).
 - 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 22-f).
- e. 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 **\$267,891**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

June 6, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-53/54
OKEEFE ST TO VIRGINIA DR
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 53_54 BROWN CO C DEPERE ERIE ST UNSIGN COMBINED 06062014 (2458 : Consider SMA - STP-U Grant Fund*)

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	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 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$374,720 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$374,720 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 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	\$47,516	\$38,013	80% *	\$9,503	20% + BAL
State Review	\$23,758	\$19,006	80% *	\$4,752	20% + BAL
ID4985-00-54					
Participating Construction	\$339,428	\$271,542	80% *	\$67,886	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$57,698	\$46,158	80% *	\$11,540	20% + BAL
Total Est. Cost Distribution	\$468,400	\$374,720	N/A	\$93,680	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 \$374,720 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:

- All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
- Work prior to federal authorization is ineligible for federal funding.
- 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:
 - 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.)
 - 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 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 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 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. The Municipality agrees to the following 2013-2018 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 22-f). 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 4985-00-53: Utility items are funded 100% by the Municipality.
 - c. 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 22-f).
 - 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 22-f).

- d. 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 **\$374,720**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 9, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-55/56
C DE PERE, LIBAL ST
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 55_56 BROWN CO C DEPERE LIBAL ST UNSIGN COMBINED 06062014 (2458 : Consider SMA - STP-U Grant Fund*)

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 9, 2014 I.D.: 4985-00-55/56 Road Name: C DEPERE, LIBAL ST Limits: RIDGEWAY DR TO LEBRUN RD County: BROWN Roadway Length: 0.2 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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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 lanes of urban cross section. The existing pavement is asphalt and was last improved in 2002. It has block cracking and alligator cracking along the edge of the concrete curb and gutter and scattered in the overall corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement consists of resurfacing the urban cross section. The proposed pavement is Hot Mix asphalt with concrete curb and gutter.

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 Urbanized Area STP-Urban project funding conditions:

Project indicate project design and construction costs are funded with 80% federal funding up to a maximum of \$70,264 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$70,264 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 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 4985-00-55					
Design	\$9,214	\$7,371	80% *	\$1,843	20% + BAL
State Review	\$4,914	\$3,931	80% *	\$983	20% + BAL
ID 4985-00-56					
Participating Construction	\$61,416	\$49,133	80% *	\$12,283	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$12,286	\$9,829	80% *	\$2,457	20% + BAL
Total Est. Cost Distribution	\$87,830	\$70,264	N/A	\$17,566	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 \$70,264 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 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 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 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. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-55: 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 22-f). 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 4985-00-55: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-56: 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 22-f).
 - 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 22-f).

- d. 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 **\$70,275**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

June 6, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-57/58
C DE PERE, HELENA ST
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 57_58 BROWN CO C DEPERE HELENA ST UNSIGN COMBINED 06062014 (2458 : Consider SMA - STP-U Grant Fund*)

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 6, 2014 I.D.: 4985-00-57/58 Road Name: C DEPERE, HELENA ST Limits: SEVENTH ST 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
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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 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$50,000 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$50,000 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 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	\$6,556	\$5,245	80% *	\$1,311	20% + BAL
State Review	\$3,497	\$2,798	80% *	\$699	20% + BAL
ID 4985-00-58					
Participating Construction	\$43,710	\$34,968	80% *	\$8,742	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$8,742	\$6,994	80% *	\$1,748	20% + BAL
Total Est. Cost Distribution	\$62,505	\$50,004	N/A	\$12,501	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 \$50,004 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
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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 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 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- 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.
 - Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - Conditioning, if required and maintenance of detour routes.
 - Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - All work related to underground storage tanks and contaminated soils.
 - Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - 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 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. The Municipality agrees to the following 2013-2018 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 22-f). 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 4985-00-57: Utility items are funded 100% by the Municipality.
 - c. 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 22-f).
 - 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 22-f).
- d. 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 **\$50,004**. This federal funding cap applies to all federally funded project phases.

[End of Document]



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

Program Name: STP-Urban

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

Date: JUNE 6, 2014

I.D.: 4985-00-59/60

Road Name: C DEPERE, NINTH ST

Limits: CTH EE TO MAIN AVE

County: BROWN

Roadway Length: 0.5 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 foot lanes with a urban cross section. The pavement consists of asphalt that was last improved in 1999. The pavement is experiencing block cracking and some alligator cracking. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project is for resurfacing of the urban cross section with spot curb repair. Hot Mix Asphalt will be installed. 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 Urbanized Area STP-Urban project funding conditions:

Project design costs are funded with 80% federal funding and the construction costs are funded with 79% federal funding up to a maximum of \$233,800 for all federally-funded project phases when the municipality agrees to provide the remaining 20% for design and 21% for construction and all funds in excess of the \$233,800 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 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or**

Attachment: 4985 00 59_60 BROWN CO C DEPERE NINTH ST ORG UNSIGN 07092014 (2458 : Consider SMA - STP-U Grant Fund*)

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.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-59					
Design	\$30,690	\$24,552	80% *	\$6,138	20% + BAL
State Review	\$16,368	\$13,094	80% *	\$3,274	20% + BAL
ID 4985-00-60					
Participating Construction	\$207,376	\$163,827	79% *	\$43,549	21% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$40,920	\$32,327	79% *	\$8,593	21% + BAL
Total Est. Cost Distribution	\$295,354	\$233,800	N/A	\$61,554	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 \$233,800 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
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GENERAL TERMS AND CONDITIONS:

- All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
- Work prior to federal authorization is ineligible for federal funding.
- 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:
 - 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.)
 - 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 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 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 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. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-59: 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 22-f). 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 4985-00-59: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-60: Construction:
 - i. Costs for resurfacing: are funded with 79% federal funding when the municipality agrees to provide the remaining 21%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 79% with federal funding and 21% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - d. 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 **\$233,800**. This federal funding cap applies to all federally funded project phases.

[End of Document]

Attachment: 4985 00 59_60 BROWN CO C DEPERE NINTH ST ORG UNSIGN 07092014 (2458 : Consider SMA - STP-U Grant Fund*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Revocable Occupancy Permit for Front Street Behind 301 N. Broadway*

ATTACHMENTS:

- Kersten 8-14-164-003-14 (DOCX)
- Exhibit A - Kersten (PDF)

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Steve Kersten
1600 Shawano Ave., Suite 204
Green Bay, WI 54303

Grantor: City of De Pere

Locations of Encroachment: Front Street behind 301 North Broadway
See attached Exhibit A

Purpose of Encroachment: Parking lot and refuse container storage

The purpose and occupancy of the public right-of-way referenced above as allowed by this Permit is conditioned upon Permittee's compliance with Wis. Stats. §66.0425 and with the following provisions:

1. This Permit authorizes the use of the parking area on public right-of-way as shown on the attached Exhibit A for parking and incidentals thereto, including signage, landscaping and refuse container storage. All improvements to the right-of-way, including signage, landscaping and pavement placed within the right-of-way shall remain the property of the City upon revocation or termination of this Permit except as provided below.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Director of Public Works to be inconsistent with the continued use or occupancy under this Permit or if the Director of Public Works determines that the encroachment of right-of-way authorized under this Permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall discontinue all use of the property and have all refuse containers removed within 30 days of such notice to vacate. All lighting and pavement improvements shall remain in place unless specific authorization is given to Permittee to remove the same.
3. Permittee shall at all times and at its own expense, maintain the parking area in good order, repair and condition. This obligation shall include, without limitation, snow removal, litter and debris removal, striping, repair and replacement of pavement, repair and replacement of lighting and other improvements as needed.
4. Permittee shall further at all times and at its own expense, maintain the refuse container storage area and enclosure in good order, repair and condition, including without limitation, litter and debris removal, and/or replacement of the enclosure and other maintenance as needed.
5. No other use of the above described property is permitted except that specifically approved hereby.

6. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this Permit as Exhibit B.
7. Failure by Permittee to comply with the provisions of this Permit is cause for the City to terminate this Permit and Permittee to vacate the encroachment upon right-of-way and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
8. Permittee shall comply with all City and State permitting requirements.
9. This Permit may not be assigned without the written consent of the City of De Pere.
10. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

Steve Kersten
1600 Shawano Ave, Suite 204
Green Bay, WI 54303

If to De Pere:

Public Works Director
925 South Sixth Street
De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this Permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

STEVEN F. KERSTEN

CITY OF DE PERE

Steven F. Kersten

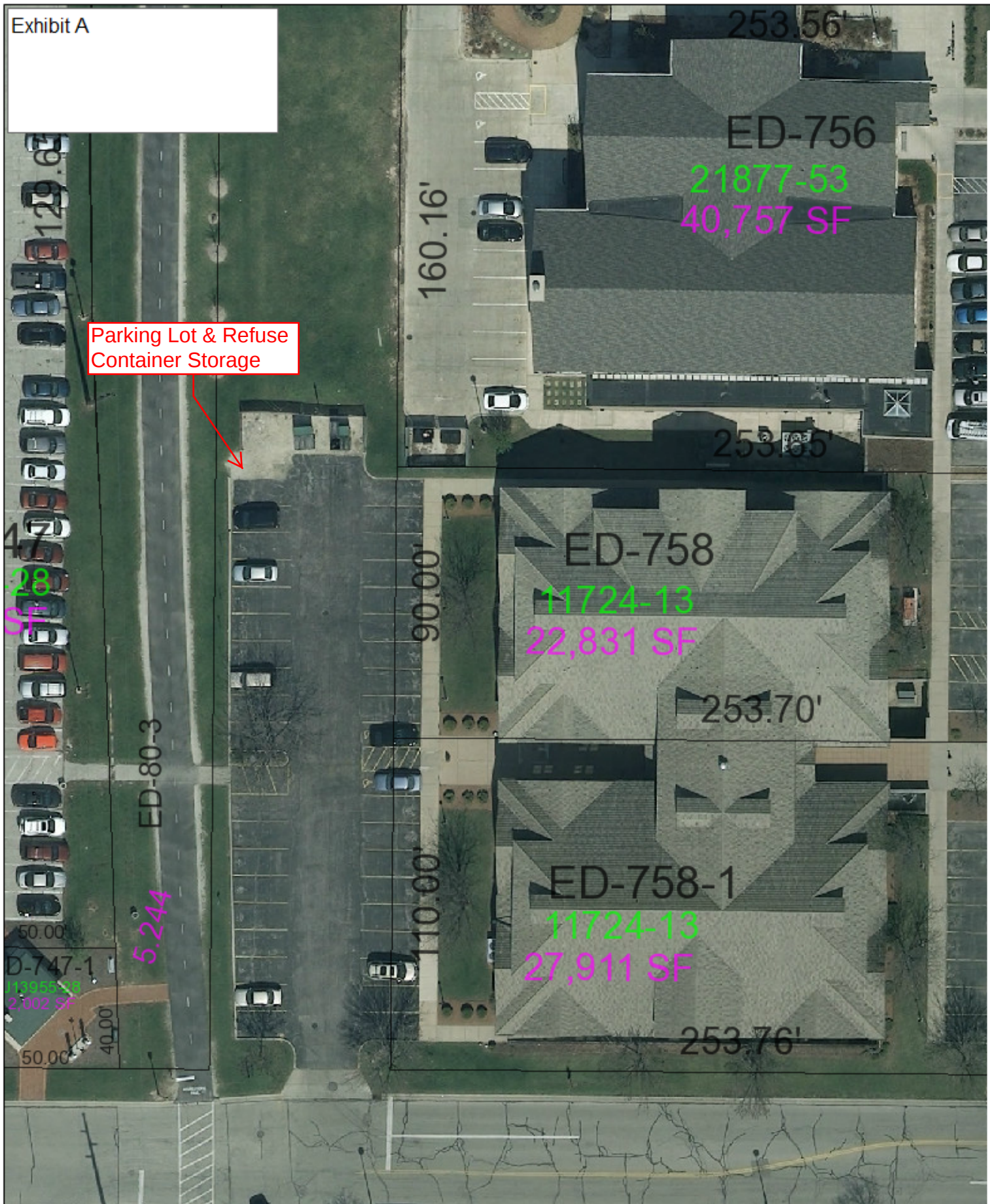
Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\2014\Kersten 8-14-164-003-14.docx

Exhibit A

Parking Lot & Refuse
Container Storage



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



Packet Pg. 68

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Approval of Board of Public Works Meeting Date for September 2015

Staff is currently preparing information for the 2015 Town Planner Calendar. In doing so, it was noted that Labor Day will be Monday, September 7th which falls on the day the September Board of Public Works meeting should be held. As a result, the meeting needs to be rescheduled for a different day that week. Keep in mind the Finance / Personnel Committee will be meeting on Tuesday September 8th at 7:30 PM. Staff would recommend holding the meeting prior to the Finance / Personnel Committee on September 8th so that any action items that are approved can still be put on the Council meeting the following week.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discussion of Compost Facility

In recent years, communities around the area have banned contractors from using their compost facilities. As a result, De Pere has seen record number of contractors using our facility which in turn has increased the City's expenses for operating the compost facility due to the volume of material hauled in. The following commercial permits sold the past few years will give you an idea of the increase in contractor use:

2012 = 21 commercial permits
2013 = 49 commercial permits
2014 = 66 commercial permits (to date)

As part of the 2015 budget, the City needs to consider the following options:

- 1) If the City were to remain status quo with allowing contractors to use the compost facility, then operational expenses would need to increase minimally \$30,000 due to the increase volume of brush and grass the contractors haul in with large trucks (see attached photo) and trailers. If this option was preferred by the BOPW, staff would recommend increasing the annual commercial permits from \$100 to \$1,000 each to try to offset some of the increased expenses.
- 2) Eliminate contractors using the City's compost facility. This option would allow for a minimal increase to the operating budget which would be for installation of a surveillance camera at an estimated cost of \$5,000. This option would also require an ordinance change that staff would bring back to the BOPW at a later date for approval.

Staff is recommending option #2 for the 2015 budget for the compost facility:

- 1) Eliminate contractors using the compost facility and revising the ordinance to reflect such changes. Since the City does not staff the compost site any longer, this would be the preferred option because it would be the easiest to monitor and enforce.

ATTACHMENTS:

- 100_2301 (JPG)

3.10.a



Attachment: 100_2301 (2490 : Compost Facility)

05/07/2014

Packet Pg. 72

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 11, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Update on Commercial Garbage & Recycling Collection

Staff wanted to give the BOPW an update on the status of eliminating the commercial garbage and recycling collections. This memo contains the discussions held at previous BOPW meetings as well as what had transpired since our last discussion.

At the November 11, 2013 BOPW meeting discussion was held regarding the collection of garbage and recycling for commercial properties and whether the City wants to continue with collecting garbage and recycling for commercial and other nonresidential properties. The items discussed at this BOPW meeting were:

- Whether to continue with the current system of commercial garbage pick-up or transition to private carriers for De Pere businesses.
- Going private would be an improvement financially as well as improving scheduling of pick-ups for the businesses; private contractors allow clients to schedule the pick-up for more convenient times for the business.
- Some of the unsightliness is due to the number of businesses exceeding the 5 cart limit.
- As shown on the power point presentation, most of the businesses outside of the downtown areas contract with a private carrier.
- Grandfathering businesses in to continue with the current system of pick up would not be appropriate or fair, i.e., picking and choosing which businesses the City would continue to service, nor would it take care of the unsightliness of the numerous carts.
- One suggestion was for the City to pay for the enclosures for the containers, while the businesses would pay for the pick-up service from a private contractor.
- Another suggestion was a 12-15 month implementation, giving businesses time to budget and make arrangements for a private carrier, some may want to share a dumpster.

- Discussion followed on a need to research locations for dumpsters and how big they should be, the possibility of businesses sharing dumpsters to conserve cost and storage space.
- Questions were raised in regard to what should be done with the old carts, could the City offer a refund, or if the business elected to keep them where they would be stored, or if there are state regulations in regard to buying back the carts at a depreciated value.
- Research should be done regarding the cost of enclosing dumpsters and the space it would require as they may take up parking stalls to build.
- It would not be a financially responsible solution to purchase trucks and equipment to service dumpsters, mainly due to the volume of businesses needing commercial pick up service and the cost of the vehicles.
- Some of the unsightliness of the carts is due to the elimination of some alleys previously used for storage.
- Discussions should begin with the area businesses for their input regarding commercial garbage and recycle pick-up.
- Cost will be an issue, but providing incentives like funding enclosures, rebating carts, convenience of pick-up time could be discussed.

At the March 3, 2014 BOPW meeting staff gave the following update:

- Staff will be meeting with the businesses that store the carts behind 305 Main areas to discuss relocating to a different area temporarily for storage.
- Staff is putting out a request for proposals for a master plan for the Nicolet Square parking. As part of this study we will look at where we can possibly place enclosed dumpsters for the businesses adjoining the parking lot.
- Staff is working on putting together a map for all commercial, industrial, and non-residential properties so we can start an inventory on who we collect for and who we do not.
- Staff is looking into what other communities such as Green Bay does for downtown commercial garbage and recycling collection.
- Staff will be evaluating our current ordinances to determine what the City can or cannot do pertaining to commercial collection as they exist. Then we will need to look at possible revisions to the ordinances for phasing out collection for commercial, industrial and non-residential properties.
- Additional businesses adjacent to the Nicolet Square parking area have contacted the City regarding concerns with garbage and recycling collection. Staff informed them what was being worked on and they were in favor of the City requiring dumpsters.

Staff wanted to give the BOPW an update since the March 3, 2014 BOPW meeting:

- The City has hired a consulting firm to develop a master plan for Nicolet Square

- parking which will incorporate privatizing garbage and recycle collection.
- Staff met with the businesses that were storing carts behind 305 Main and they were temporarily relocated.
 - A survey was done on various communities throughout the area and most do not provide commercial collection of garbage and recycle.
 - Staff has met regarding ordinance changes. Staff has been evaluating other municipal ordinances as part of this process. Ordinances will have to be revised to reflect the City will not provide for commercial, industrial, and institutional for collection of garbage and recycle. Staff felt this should be a phase approach. Phase 1 would be all the commercial properties outside of the downtown area that would go into January 1, 2016. Phase 2 would be the remainder of commercial businesses primarily in the downtown area that would go into effect the following year January 1, 2017.
 - Staff has started discussing on how to pay for private haulers in areas such as the downtown where we would need centralized dumpsters.

As indicated in previous discussions, the overall process is going to take twelve (12) plus months to implement. Staff will continue to update the BOPW to let you know where we are at and what is going.

Any questions please contact my office.