



Board of Public Works

Regular Meeting

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

Agenda

Monday, August 8, 2016	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 meeting of the **Board of Public Works** of the City of De Pere will be held on **August 8, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE 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
2. Public Hearing to Levy Special Assessments
 - A. Notice of Public Hearing.
 - B. Recommendation from the Board of Public Works.
 - C. Consider Final Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

II. Public Comment

III. Items

1. Approval of BOPW July 11, 2016 Draft Meeting Minutes.
2. Consider 2016 Storm Lateral Assessment Charge for Existing Non-Residential Properties.
3. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Honey Court.
4. Consider Request for Extension of Sidewalk Installation at 2322 Samantha Street.*
5. Consider Wisconsin Continuously Operating Reference Station (WISCORS) Agreement with the Wisconsin Department of Transportation (WisDOT).*
6. Consider Approval for the State Municipal Agreement SMA Revision #2 with WisDOT for STP-U Grant Projects.*
7. Consider Easement Vacation at 1820 Enterprise.*
8. Consider Proposal for Broadway Pedestrian Crossing Study.*
9. Consider Proposal for Claude Allouez Bridge Maintenance Study.*
10. Consider Proposal for Storm Water Management Planning.*

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 8, 2016 so that arrangements can be made.

Agenda Sent To:

Mayor	Chris Rossmiller, Mead & Hunt
Alderspersons	Jeffrey S. Rosner, GRAEF
Department Heads	Michael J. Lefebvre, GRAEF
TV, Newspapers & Radio Stations	Jeffrey T & Angel A Heim
Kress Family Library	Adam J & Janae M Haleen
De Pere Chamber of Commerce	Marvin J Tilque
Definitely De Pere	Michael G Kubiak
Daniel C & Marta S Hendricks	Pau & Tina Van Remortel
Molly A Bulma	Tyler J Hilgemann
5 Gens LLC	Dan & Judy Burgoyne
SRL2 Inc	
S&J Holdings LLC	

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 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Final Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

The purpose for this item is to approve a final resolution for special assessment storm sewer construction associated with street resurfacing under Project 16-07.

Background

Wishart Avenue is being resurfaced as part of Project 16-07, Asphalt, Curb, and Utility Relay. The City has received a request for a storm sewer lateral due to drainage issues. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5(c) for Street Resurfacing which states

(c) *Street Resurfacing.*

(1) *Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:*

- a. *Requested by a property owner along the street to be resurfaced; or*
- b. *When ordered by the director of public works to address drainage issues.*

(2) *The location of the lateral installation shall be as determined by the city engineer or designee.*

(3) *Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in § 13-7(c)(1) of this code.*

As calculated per Code Section 13-7 and approved by the BOPW, the costs for the 2016 storm sewer special assessment is as follows:

- Storm Lateral - \$1449.12 per Each
- Storm Main - \$254.61 per Parcel

The locations impacted by storm sewer assessments include:

- Wishart Avenue – 280 feet east to 510 feet east of Suburban Drive.

Property owners were invited to a public information meeting on July 6, 2016 and the preliminary resolution action at the BOPW on July 11, 2016.

Code Section 13-7(c)(1)d. further identifies procedures and pay options for the storm sewer special assessments as follows:

- d. *Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:*
 - i. *No interest imputed if payment of assessment made in full within 30 days of invoice;*
 - ii. *Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;*
 - iii. *Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:*
 - A. *Transfer of the benefited property to any other person or entity;*
 - B. *Subdivision of the benefited property;*
 - C. *Connection to the storm sewer;*
 - D. *The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.*
 - iv. *Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.*

The BOPW established a five year payback for assessments if payment is made the year when assessments come due. Under iii., property owners are not required to pay until they connect to the storm lateral, sell or subdivide the property, or 25 years, whichever occurs first.

Recommendation

Staff recommends that the Board of Public Works (BOPW) adopt the final resolution.

ATTACHMENTS:

- Final Resolution BOPW #16-02 Special Assessments - Wishart Ave (PDF)
- Schedule B Wishart (PDF)
- Schedule C - Wishart (PDF)
- Schedule D- Wishart (PDF)
- project 16-07 Storm Sewer Assessment Map - Wishart (PDF)

RESOLUTION BOPW #16-02

FINAL RESOLUTION AUTHORIZING STORM SEWER MAIN AND/OR LATERAL
CONSTRUCTION AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED
PROPERTY
(Wishart Avenue)

WHEREAS, the Board of Public Works of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby. Said improvements to include storm sewer main and/or laterals. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

STORM SEWER MAIN AND LATERALS

Both sides of Wishart Avenue from 280 Feet East to 510 Feet East of Suburban Drive

WHEREAS, the Board of Public Works has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 8th day of August, 2016 at 7:30 p.m., whereupon the Board of Public Works heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

Resolution #16-02
Page 2 of 3

2. The Board of Public Works, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) paid in five (5) annual installments, together with interest on the unpaid balance at a rate of 3.5% if payment starts the year invoiced; or
- (3) deferred with interest to accrue at the rate of 3.5% with the total becoming due on the earliest of the following:
 - i. Transfer of the benefited property to any other person or entity;
 - ii. Subdivision of the benefitted property;
 - iii. Connection to the storm sewer;
 - iv. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

Interest on alternatives shall stop accruing after a period of ten years.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

Resolution #16-02

Page 3 of 3

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this 8th day of August, 2016.

APPROVED:

Michael J. Walsh, Mayor and Chair of the Board
of Public works

Ayes: _____

Nays: _____

* Strike if not modified by the Board of Public Works

Schedule B - Estimate of Cost of Proposed Improvements
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
Storm Sewer Cost Evaluation
City of De Pere
Date: 1/15/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
13-22	ST-05	Provide 12" PVC or RCP, CL III Storm Sewer (Granular Backfill)	LF	191.5	\$22.64	\$4,335.56	
Total				545.50		\$15,663.56	
Average Cost Per Foot						\$28.71	

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Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.4	\$290.00	\$1,276.00	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.3	\$351.00	\$1,860.30	
13-22	ST-07	Provide 4' Diameter Storm Manhole	VF	33.67	\$305.00	\$10,269.35	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-07	ST-06	Install 4' Diameter Storm Manhole	VF	60.3	\$454.61	\$27,412.98	
Total				127.55		\$50,876.40	
Cost Per Foot						\$398.87	
Cost for a 5 foot Deep Manhole						\$1,994.37	
Average Per Foot Cost with a 300 Foot Spacing						\$6.65	

Schedule B - Estimate of Cost of Proposed Improvements
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
Storm Sewer Cost Evaluation
City of De Pere
Date: 1/15/16

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	679.5	\$39.00	\$26,500.50	Cost for 12-04 was left in calculation. Without 12-04, there was only 80 feet installed.
13-07	ST-01	Install 6" PVC Storm Sewer	LF	80	\$24.00	\$1,920.00	
Total				759.50		\$28,420.50	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.
Average Cost Per Foot						\$37.42	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						\$1,122.60	

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-11 & ST-12	Service Branch Connection to Existing and New Storm Sewer	EA	25	\$85.00	\$2,125.00	Cost for 12-04 was left in as there were no wyes installed since 2012.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Schedule C - Proposed Assessment Rates
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
City of De Pere
Date: 1/15/16

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	\$28.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.65	
Mainline Cost Per Street Foot	\$35.36	60 foot wide lot
Cost Per Side of Street	\$17.68	
Cost Per Lot	\$1,060.86	
Assessable Amount (20%)	\$212.17	Remaining 80% funded by Storm Water Utility
Engineering and Administration	\$42.43	
Total Mainline Costs	\$254.61	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,122.60	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,207.60	
Engineering and Administration	\$241.52	
Total Lateral Costs	\$1,449.12	

Total Cost

Mainline	\$254.61
Storm Lateral	\$1,449.12
Total Cost	\$1,703.73

Notes:

- (1) Projects 13-02 and 13-04 have been excluded from the analysis because there was less than 100 linear feet of 12" and both projects were concrete streets.
- (2) Project 13-12 was removed because this is new construction.
- (3) Mainline cost is based on storm sewer and storm manholes only. Inlets and inlet leads are not included in the assessment.

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 FINAL ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - WISHART AVENUE - 280 FEET EAST TO 510 FEET EAST OF SUBURBAN DRIVE

COST PER UNIT - STORM MAIN: \$254.61
 COST PER UNIT - STORM LATERAL: \$1,449.12

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT		STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT	COMMENT
		UNIT	COST	UNIT	COST		
JEFFREY T & ANGEL A HEIM 1002 WISHART AVE DE PERE WI 54115-1249	1002 WISHART AVE WD-758-L-47	1	\$254.61	1	\$1,449.12	\$1,703.73	
ADAM J & JANAE M HALEEN 1003 WISHART AVE DE PERE WI 54115-1248	1003 WISHART AVE WD-758-L-61	1	\$254.61	1	\$1,449.12	\$1,703.73	
MARVIN J TILQUE 1008 WISHART DE PERE WI 54115-1249	1008 WISHART AVE WD-758-L-46	1	\$254.61	1	\$1,449.12	\$1,703.73	
MICHAEL G KUBIAK 1690 W MAIN CI UNIT 1 DE PERE WI 54115	1009 WISHART AVE WD-758-L-62	1	\$254.61	1	\$1,449.12	\$1,703.73	
PAUL & TINA VAN REMORTEL 1014 WISHART AVE DE PERE WI 54115-1249	1014 WISHART AVE WD-758-L-45	0	\$0.00	0	\$0.00	\$0.00	Existing storm main on west property line. Storm lateral tap in the storm sewer main from 1014 Wishart.
TYLER J HILGEMANN 1015 WISHART AVE DE PERE WI 54115-1248	1015 WISHART AVE WD-758-L-63	0	\$0.00	1	\$1,449.12	\$1,449.12	Existing storm main on west property line.
TOTAL		4	\$1,018.44	5	\$7,245.60	\$8,264	

STORM SEWER ASSESSMENT MAP



2016 Street
Resurfacing

Project:
16-07

06/08/2016
By: KAD

Engineering Division
925 S. 6TH ST.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071



1 inch = 100 feet

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of BOPW July 11, 2016 Draft Meeting Minutes.

ATTACHMENTS:

- BOPW July 11, 2016 Draft Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, July 11, 2016

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Alderperson James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Alderperson	Present	
Dan Carpenter	Alderperson	Present	
Ryan Jennings	Alderperson	Present	
Dean Raasch	Alderperson	Excused	
Michael J. Walsh	Mayor	Excused	

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, Judy Schmidt-Lehman, City Attorney, Chase Kuffel, Assistant City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

Scott Thoresen introduced new City Assistant Engineer Chase Kuffel.

III. Items

- Approval of the Board of Public Works June 13, 2016 Meeting Minutes.

Alderperson Carpenter moved to approve as corrected, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

- Consider Ordinance Changes for Commercial Garbage & Recycling Collection.*

Director of Public Works, Scott Thoresen, reviewed the ordinance changes previously presented to the Board of Public Works, and the changes that had been sent back to staff to review from the previous Board of Public Works meeting. These changes had been sent back to staff to review one more time. Director Thoresen reviewed the following major changes to the Ordinance: 1. The definition of multi-family will remain the same as in the existing ordinance, as 5 units or more will be considered multi-family. 2. The ordinance will be revised to permit 3 carts for collection purposes to all properties in the City. This means each property could have two garbage and one recycle or one garbage and two recycle carts. The intent is to help reduce volume and thus reduce tipping fees. This will cause high volume users to go to private collection. 3. Storage of solid waste between collections will be revised to cause containers to be stored in buildings or enclosures, so they are fully screened from view. 4. Nicolet Square Collection: the City will provide and maintain enclosures for dumpsters for garbage and recycle collection. Businesses will be charged for the use of the dumpsters, using an industrial standard formula stated in the Ordinance. 5. The definition of overflow is revised to include recycle as well as garbage.

Alderson Boyd moved to open the meeting for public comment at 7:45pm, Alderson Carpenter seconded the motion. Upon vote, the motion passed. Sharon Baumgartner from the mobile home park, stated that they have had their garbage picked up by the City for over 25 years. She asked if they could be grandfathered in as there are 36 different homes that pay property taxes on that parcel. Director Thoresen stated that the mobile home park is similar to apartment buildings, with several units on one parcel, and would have to go to a private contractor for refuse collection. City Attorney Judith Schmidt-Lehman explained that there could be no grandfathering in and that the city could consider allowing the trailer park 6-9 months to comply. Alderson Boyd explained that there were other properties in the same situation, such as churches and schools, but the change was being made because it was no longer economically feasible to continue collection for such. Alderson Ryan questioned what the “parking fee” was that residents of the mobile home park pay. Attorney Schmidt-Lehman explained that it is a fee established by the City under state law that is assessed on mobile homes that are not attached to the property of the person that owns the trailer park. Since the mobile homes are not attached to the property, therefore the value of the mobile home is not included in the taxes on the property.

Discussion followed as to whether there were any other parcels similar to a mobile home park, i.e. single parcel with multiple units on it. Attorney Schmidt-Lehman explained that there was only one, on Cook Street, but that was private. Brian Hardtke, manager of the mobile home park, expressed concern that the mobile home park was being doubly taxed, i.e. the property owner was paying property taxes and each of the mobile home owners was paying the “parking fee” tax. Alderson Boyd moved to return to regular session at 8:02pm, Alderson Carpenter seconded the motion. Upon vote, the motion passed. Alderson Carpenter asked how information was going to get to people to return carts if need be. Director Thoresen explained that those properties with three or more carts have been involved in this process for the past 6 months and invited to multiple meetings, including upcoming Common Council meeting. Should Council approve the Ordinance changes, Director Thoresen said that those properties with three or more carts will be sent the new requirements and will be advised to return carts or go private if they need more than three carts. He stated that there will be no reimbursement for the carts turned in. Discussion followed regarding the enclosure process for Nicolet Square and what date the businesses would need to go to private collection. Alderson Carpenter stated that the City should make sure that those properties affected should be kept well informed of the process. Alderson Ryan inquired if there was a way to exclude the mobile home park from the Ordinance without causing difficulties to the City. Attorney Schmidt-Lehman stated that would not be possible without other entities in the same class challenging it. She stated that an ordinance is to make sure that everyone in each class is treated equally, so that no claim for preferential treatment could be lodged.

Alderson Boyd moved to approve the ordinance revisions for the Garbage and Recycling Collection, Alderson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

3. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

City Engineer Rakers reviewed the street resurfacing program involving Wishart Avenue storm sewer special assessments. He reviewed the costs and the payment options for those assessments. Engineer Rakers explained that providing access to storm sewers is a mechanism to help alleviate backyard drainage issues.

Alderperson Boyd moved to adopt the preliminary resolution and schedule a public hearing at the Board of Public Works meeting on August 8th, 2016, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

4. Consider Storm Sewer/Lateral Fee - Existing Developed Non-Residential Property.*

Eric Rakers, City Engineer, presented a proposal to implement a similar process for storm sewer assessment for non-residential properties (commercial, multi-family and greater than duplex units) that do not have existing storm sewer access. He explained that this would pertain mainly to the developed areas with an urban street section. The process would include the Board of Public Works setting a yearly fee for the assessments. The ordinance change being proposed would go to Common Council for approval.

Alderperson Boyd moved to approve the ordinance to update the assessment for storm sewer main and/or laterals for existing development in locations with an urban street section (curb and gutter). Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

5. Consider Approval for the Revision #2 to the State Municipal Agreement (SMA) with WisDOT for Eighth Street (STH 32) Reconstruction from Main Avenue to Ash Street (WisDOT Project ID 4085-42-00/71).*

Eric Rakers, City Engineer, reviewed a second revision to the State/Municipal Agreement (SMA) for the improvements to Eighth Street (STH 32) reconstruction from Main Avenue to Ash Street. The original SMA was approved by the Board of Public Works in November of 2012 and the first revision approved in May of 2015.

Alderperson Boyd moved to approve the revised agreement and forward to the Council for approval, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

6. Consider Board of Public Works Vice Chairperson.

Alderperson Carpenter moved to appoint Alderperson Boyd as vice chair of the Board of Public Works, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	James Boyd, Dan Carpenter, Ryan Jennings
EXCUSED:	Dean Raasch, Michael J. Walsh

IV. Future Agenda Items

None.

V. Adjournment

Alderperson Jennings moved to adjourn the Board of Public Works meeting, Alderperson Carpenter seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 8:30pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Chase Kuffel

SUBJECT: Consider 2016 Storm Lateral Assessment Charge for Existing Non-Residential Properties.

The purpose for this item is to establish the special assessment cost for storm main and laterals installed in 2016 in existing non-residential areas.

Background

In 2016, Section 13.7 (c) of the Municipal Code was updated for the assessment of new storm sewer and storm lateral provided to commercial properties in developed areas. A copy of 13-7 (c) has been attached. Please note that the ordinance has not been updated to reflect the change for existing non-residential properties approved at Council on July 19th.

Based on the Code, the assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. The assessment will be based on the following charges:

- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length.
- b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 18 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.

Staff has reviewed the cost of storm sewer main and laterals for projects in existing developed areas over the last four years. The calculations have been attached. Based on the calculations the special assessment rate for 2016 in existing commercial areas is as follows:

- Storm Main Assessment - \$9.90 per foot of parcel frontage
- Storm Lateral Assessment – 6” – \$1,584.60 per each
- Storm Lateral Assessment – 8” – \$2,194.20 per each
- Storm Lateral Assessment – 12” – \$2,224.43 per each

Each individual parcel will have the appropriate lateral sized to accommodate projected runoff needs.

Recommendation

Staff recommends approval of the 2016 storm assessment for existing commercial areas as follows:

- Storm Main Assessment - \$9.90 per foot of parcel frontage
- Storm Lateral Assessment – 6” – \$1,584.60 per each
- Storm Lateral Assessment – 8” – \$2,194.20 per each
- Storm Lateral Assessment – 12” – \$2,224.43 per each

ATTACHMENTS:

- City of De Pere Ordinance Sec. 13-7 (PDF)
- 2016-Schedule B (PDF)
- 2016-Schedule C (PDF)

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

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

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

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

(b)

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

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

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

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

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

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

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

(Ord. No. 14-12, § 1, 9-16-2014)

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

Schedule B

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 8/8/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-01	Provide 18" PVC or RCP Storm	LF	22	\$95.00	\$2,090.00	
13-07	ST-07	Remove and Replace 18" RCP (Class III)	LF	9	\$75.00	\$675.00	
15-01	ST-02	remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
Total				70.00		\$5,300.00	
Average Cost Per Foot						\$75.71	

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
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City of De Pere
Date: 8/8/16

Lateral Cost**Lateral 6"**

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10	Provide 6" PVC Storm Sewer	LF	679.5	\$39.00	\$26,500.50	
13-07	ST-01	Install 6" PVC Storm Sewer	LF	222.5	\$24.00	\$5,340.00	
Total				902.00		\$31,840.50	
Average Cost Per Foot						\$35.30	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,235.50	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693.00	\$46.47	\$32,203.71	
Total				693.00		\$32,203.71	
Average Cost Per Foot						\$46.47	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,626.45	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	272	\$45.00	\$12,240.00	
13-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	237.5	\$48.15	\$11,435.63	
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
14-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	375.5	\$49.00	\$18,399.50	
14-07	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	350.3	\$50.74	\$17,774.22	Storm Sewer relatively shallow similar to laterals
15-01	ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	648.5	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PVC or RCP Storm Sewer	LF	797.4	\$50.51	\$40,276.67	
Total				3035.20		\$143,230.52	
Average Cost Per Foot						\$47.19	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,651.64	Average length of lateral is based on a 70 foot right of way.

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Connection Cost**Storm Wye Cost (6")**

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10		EA	25	\$85.00	\$2,125.00	No wyes have been installed in 2013 thru 2015.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
Total				8.00		\$1,616.40	
Average Cost Per Connection/Core						\$202.05	

Schedule B
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 8/8/16

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.40	\$290.00	\$1,276.00	
13-07	ST-14	Install 4' Diameter Storm Manhole	VF	13.20	\$351.00	\$4,633.20	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.30	\$351.00	\$1,860.30	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Provide 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
Total				162.97		\$66,310.78	
Cost Per Vertical Foot						\$406.89	
Cost for a 5 foot Deep Manhole						\$2,034.45	
Average Per Foot Cost with a 300 Foot Spacing						\$6.78	

Attachment: 2016-Schedule B (5009 : Consider 2016 Storm Lateral Assessment Charge)

Schedule C
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$75.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.78	
Mainline Cost Per Street Foot	\$82.50	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$41.25	
Assessable Amount (20%)	\$8.25	
Engineering and Administration (20%)	\$1.65	
Total Mainline Cost Per Front Lot Foot	\$9.90	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,235.50	35 foot average length.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,320.50	
Engineering and Administration (20%)	\$264.10	
Total Lateral Costs	\$1,584.60	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,626.45	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,828.50	
Engineering and Administration (20%)	\$365.70	
Total Lateral Costs	\$2,194.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,651.64	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,853.69	20.00%
Engineering and Administration	\$370.74	
Total Lateral Costs	\$2,224.43	

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Chase Kuffel

SUBJECT: Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Honey Court.

The purpose for this item is to approve a preliminary resolution for special assessment storm sewer construction associated with street resurfacing under Project 16-07.

Background

Honey Court is being resurfaced as part of Project 16-07, Asphalt, Curb, and Utility Relay. Staff has identified a need to provide storm sewer laterals due to potential redevelopment and drainage issues. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5(c) for Street Resurfacing which states

(c) Street Resurfacing.

(1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:

- a. Requested by a property owner along the street to be resurfaced; or*
- b. When ordered by the director of public works to address drainage issues.*

(2) The location of the lateral installation shall be as determined by the city engineer or designee.

(3) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in § 13-7(c)(1) of this code.

As calculated per Code Section 13-7 and approved by the BOPW, the costs for the 2016 storm sewer special assessment is as follows:

- Storm Main - \$9.90 per frontage foot
- 6-Inch Storm Lateral - \$1,584.60
- 8-Inch Storm Lateral - \$2,194.20
- 12-Inch Storm Lateral - \$2,224.43

The locations impacted by storm sewer assessments include:

- Honey Court from Cook Street to the end of the Cul-de-sac

Property owners were invited to a public information meeting on August 2, 2016.

Code Section 13-7(c)(1)d. further identifies procedures and pay options for the storm sewer special assessments as follows:

- d. *Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:*
 - i. *No interest imputed if payment of assessment made in full within 30 days of invoice;*
 - ii. *Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;*
 - iii. *Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:*
 - A. *Transfer of the benefited property to any other person or entity;*
 - B. *Subdivision of the benefited property;*
 - C. *Connection to the storm sewer;*
 - D. *The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.*
 - iv. *Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.*

Note under item ii., the BOPW can establish a number of yearly establishments for payback. Also, under iii., property owners are not required to pay until they connect to the storm lateral, sell or subdivide the property, or 25 years, whichever occurs first.

Recommendation

Staff recommends that the Board of Public Works (BOPW) adopt the preliminary resolution and schedule a public hearing at the BOPW on September 12, 2016.

ATTACHMENTS:

- Preliminary Resolution for Honey (PDF)
- Schedule B Honey Ct. Assessment (PDF)
- Schedule C Honey Ct. Assessment (PDF)
- Schedule D - Honey Ct. (PDF)
- Project 16-07 Storm Sewer Assessment Map (PDF)

RESOLUTION #16-

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 13-7 DE PERE MUNICIPAL CODE and
Wis. Stats. §66.0703
STORM SEWER MAIN AND LATERALS UNDER PROJECT 16-07 ON HONEY COURT FROM
CUL-DE-SAC TO COOK STREET

BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De
Pere, Wisconsin, as follows:

1. That the Board of Public Works I hereby declares its intention to exercise its police powers and levy special assessments pursuant to Section 13-7, De Pere Municipal Code and Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer main and laterals. Said improvements shall be constructed and the properties benefiting therefrom are contained in the following described areas or abutting streets:

STORM SEWER MAIN AND/OR LATERALS – HONEY COURT

Both Sides of Honey Court – Cul-de-sac to Cook Street

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Board of Public Works determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer and/or Laterals.

3. The assessments against any parcel shall be paid as follows:

(a) No interest imputed if payment of assessment made in full within 30 days of invoice;

(b) Payment shall be in BLANK (To be determined by the Board) yearly

installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

- (c) Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - i. Transfer of the benefited property to any other person or entity;
 - ii. Subdivision of the benefited property;
 - iii. Connection to the storm sewer;
 - iv. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
- (d) Interest on alternatives (b) and (c) above shall stop accruing after a period of ten years

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

- (a) Preliminary plans and specifications for said improvements;
- (b) An estimate of the entire cost of the proposed improvements;
- (c) A schedule of the proposed assessments;
- (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.

5. Upon receiving the report of the Board of Public Works, the Clerk-

Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this _____ day of _____, 2016.

APPROVED:

Michael J. Walsh, Mayor and Chair of the Board
of Public Works

Ayes: _____ Nays: _____

Schedule B

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 8/8/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-01	Provide 18" PVC or RCP Storm	LF	22	\$95.00	\$2,090.00	
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15-01	ST-02	remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
Total				70.00		\$5,300.00	
Average Cost Per Foot						\$75.71	

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City of De Pere
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Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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Total				162.97		\$66,310.78	
Cost Per Vertical Foot						\$406.89	
Cost for a 5 foot Deep Manhole						\$2,034.45	
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Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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Total				902.00		\$31,840.50	
Average Cost Per Foot						\$35.30	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,235.50	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693.00	\$46.47	\$32,203.71	
Total				693.00		\$32,203.71	
Average Cost Per Foot						\$46.47	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,626.45	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
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Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,651.64	Average length of lateral is based on a 70 foot right of way.

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Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10		EA	25	\$85.00	\$2,125.00	No wyes have been installed in 2013 thru 2015.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
Total				8.00		\$1,616.40	
Average Cost Per Connection/Core						\$202.05	

Schedule C
2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 8/8/16

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$75.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.78	
Mainline Cost Per Street Foot	\$82.50	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$41.25	
Assessable Amount (20%)	\$8.25	
Engineering and Administration (20%)	\$1.65	
Total Mainline Cost Per Front Lot Foot	\$9.90	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,235.50	35 foot average length.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,320.50	
Engineering and Administration (20%)	\$264.10	
Total Lateral Costs	\$1,584.60	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,626.45	35 foot average length.
Storm Wye Cost (Core)	\$202.05	
Assessable Amount (100%)	\$1,828.50	Average of cost to core pipe
Engineering and Administration (20%)	\$365.70	
Total Lateral Costs	\$2,194.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,651.64	35 foot average length.
Storm Wye Cost (Core)	\$202.05	
Assessable Amount (100%)	\$1,853.69	Average of cost to core pipe
Engineering and Administration	\$370.74	
Total Lateral Costs	\$2,224.43	

20.00%

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

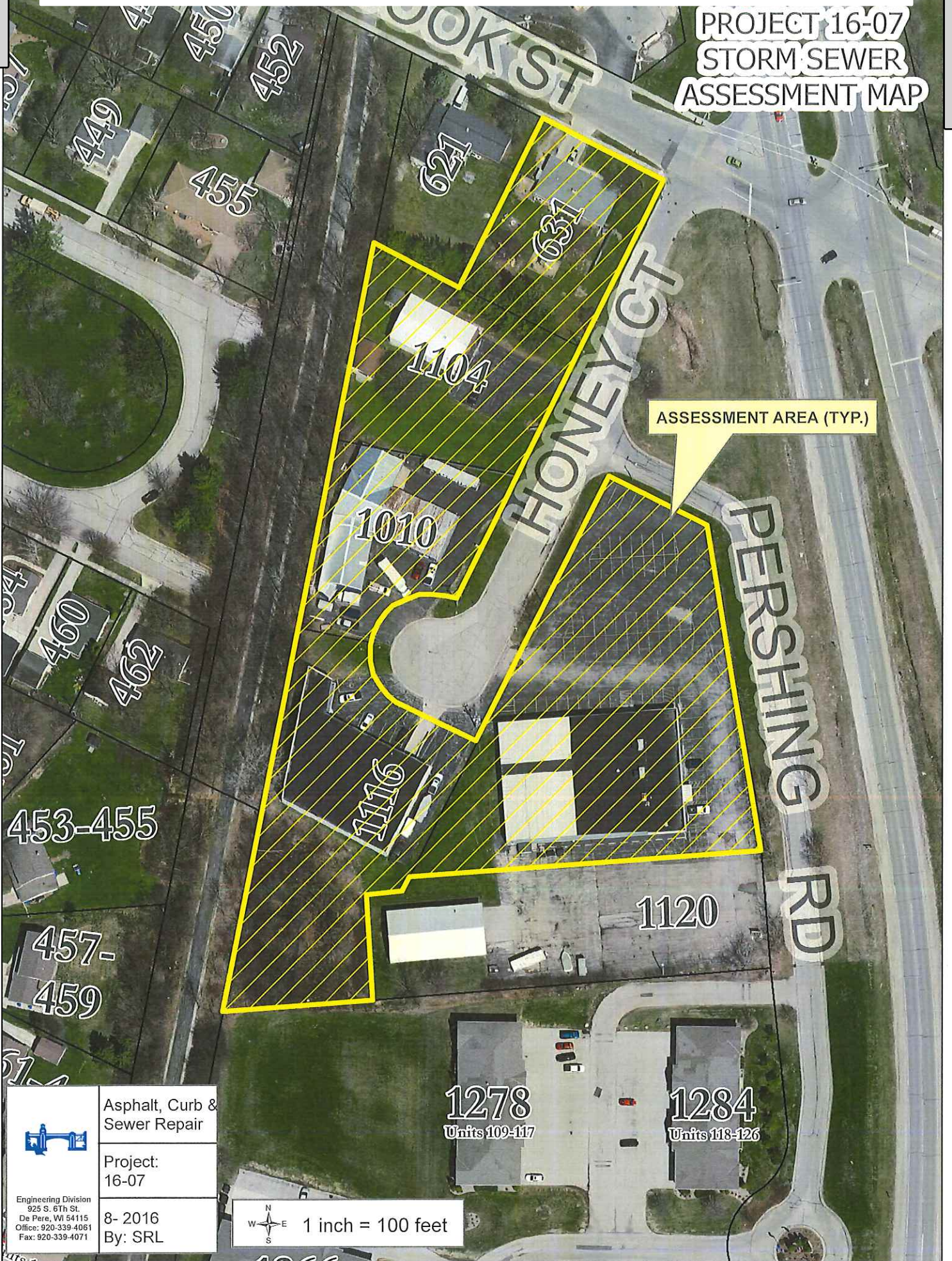
TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS

LOCATION - HONEY COURT - CUL-DE-SAC SOUTHWEST OF PERSHING ROAD TO COOK STREET

COST PER UNIT - STORM MAIN: \$9.90 PER LINEAR FOOT
 COST PER UNIT - 6-INCH STORM LATERAL: \$1,584.60 PER EACH
 COST PER UNIT - 8-INCH STORM LATERAL: \$2,194.20 PER EACH
 COST PER UNIT - 12-INCH STORM LATERAL: \$2,224.43 PER EACH

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT		STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT	COMMENT
		UNIT	COST	UNIT	COST		
		FRONTAGE FEET		CONNECTION SIZE			
DANIEL C & MARTA S HENDRICKS 3675 BOWER CREEK RD DE PERE WI 54115-9218	631 COOK ST ED-1469-2	161.5	\$0.00	6" 0.30% Slope (min.)	\$1,584.60	\$1,584.60	Existing Storm on Cook Street and Honey Court.
MOLLY A BULMA 620 N SUPERIOR ST DE PERE WI 54115	1104 HONEY CT ED-1469	120	\$1,188.00	6" 0.60% Slope (min.)	\$1,584.60	\$2,772.60	
5 GENS LLC 1621 WILLARD TE DE PERE WI 54115-3619	1010 HONEY CT ED-1469-4	210.12	\$2,080.19	8" 0.35% Slope (min.)	\$2,194.20	\$4,274.39	
SRL2 INC 1740 COFRIN DR STE 2 GREEN BAY WI 54302-2024	1116 HONEY CT ED-1469-5	134.49	\$1,331.45	12" 0.18% Slope (min.)	\$2,224.43	\$3,555.88	
S&J HOLDINGS LLC 1024 CARDINAL LN GREEN BAY WI 54313-6802	1120 BROADWAY ST ED-1471-1-2	237.23	\$0.00	12" 0.35% Slope (min.)	\$0.00	\$0.00	Existing storm main on eastern frontage along Pershing Road. Property is connected to the storm sewer
	TOTAL	863.34	\$4,599.64		\$7,587.83	\$12,187.47	

PROJECT 16-07
STORM SEWER
ASSESSMENT MAP



Asphalt, Curb &
Sewer Repair

Project:
16-07

Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

8- 2016
By: SRL



1 inch = 100 feet

1278
Units 109-117

1284
Units 118-126

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Request for Extension of Sidewalk Installation at 2322 Samantha Street.*

Background and Discussion

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

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

Recommendation

Even though the property owner has removed the shed, there is still no guarantee on when development will occur at the site. Staff recommendation is to not grant an extension.

ATTACHMENTS:

- Email Request for Sidewalk Extension (PDF)

Eric Rakers

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

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

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

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

Dan Burgoyne
336-4411
dan1judy2@aol.com

Sent from my iPad

City of De Pere, Wisconsin**Request For Board of Public Works Action**

MEETING DATE:	August 8, 2016
DEPARTMENT:	Public Works
FROM:	Eric Rakers
SUBJECT:	Consider Wisconsin Continuously Operating Reference Station (WISCORS) Agreement with the Wisconsin Department of Transportation (WisDOT).*

Background

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

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

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

- All construction paid by WisDOT.
- Internet to building and fees paid by WisDOT.
- GPS receiver and all hardware provided by WisDOT.
- The City will receive two logins.
- WisDOT will install two 2nd order benchmarks to establish elevations at the WisCORS.
- The City provides the land/building for the monument and receiver.
- The City pays for electricity to run the system (estimated at 10 watts). This is calculated to be approximately \$10 annually(at 11 cents per kWh).
- The City will restart the GPS receiver in case of malfunction.
- The proposed annual fee of \$450 for WisCORS users will be waived for the City.

Recommendation

Staff recommends approval of the agreement.

ATTACHMENTS:

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

WISDOT AGREEMENT NO. 95 - 07 - 28 - 2016

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

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

1 Purpose

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

2 Responsibilities of Agencies

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

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

3 Reports and Inspections

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

4 Certification of Funds: Term

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

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

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

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

5 Disputes

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

6 Notice

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

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

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

7 General Provisions

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

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

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

PARTNER: _____ Date: _____

Scott Thoreson, Public Works Director, City of De Pere

DEPARTMENT: _____ Date: _____

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Approval for the State Municipal Agreement SMA Revision #2 with WisDOT for STP-U Grant Projects.*

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

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

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

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

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

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

This work is scheduled to occur in 2017.

Staff recommends the BOPW approve SMA Revision #2 and forward to the Council for

approval.

ATTACHMENTS:

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



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

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

Program Name: STP-Urban

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

Revised Date: July 8, 2016

Date: JUNE 6, 2014

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

Road Name: C DEPERE, HELENA ST

Limits: SUBURBAN DRIVE TO SIXTH ST

County: BROWN

Roadway Length: 0.11 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for and in behalf of the State:

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

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

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

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

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

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

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

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

LEGAL RELATIONSHIPS:

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

PROJECT FUNDING CONDITIONS

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

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

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

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

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

[End of Document]



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

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

Program Name: STP-Urban

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

Revised Date: JULY 8, 2016

Date: JUNE 6, 2014

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

Road Name: C DEPERE, ERIE ST

Limits: OKEEFE ST TO VIRGINIA DR

County: BROWN

Roadway Length: 0.63 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

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

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

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

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

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

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

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

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

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

16. It is further agreed by the Municipality that:

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

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

LEGAL RELATIONSHIPS:

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

PROJECT FUNDING CONDITIONS

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

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

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

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

[End of Document]

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Easement Vacation at 1820 Enterprise.*

PROJECT SUMMARY

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

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

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

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

Staff recommendation is to approve the easement vacation request for the easement bisecting the newly consolidated lot at 1820 Enterprise Drive, parcels ED-F0100-C-2 and ED-F0100-C-3.

ATTACHMENTS:

- 61 CSM 315 (PDF)
- Partial Release of easement 23CSM99 (PDF)
- APPROVED SITE PLAN 8-2016 (PDF)

2749543

8687

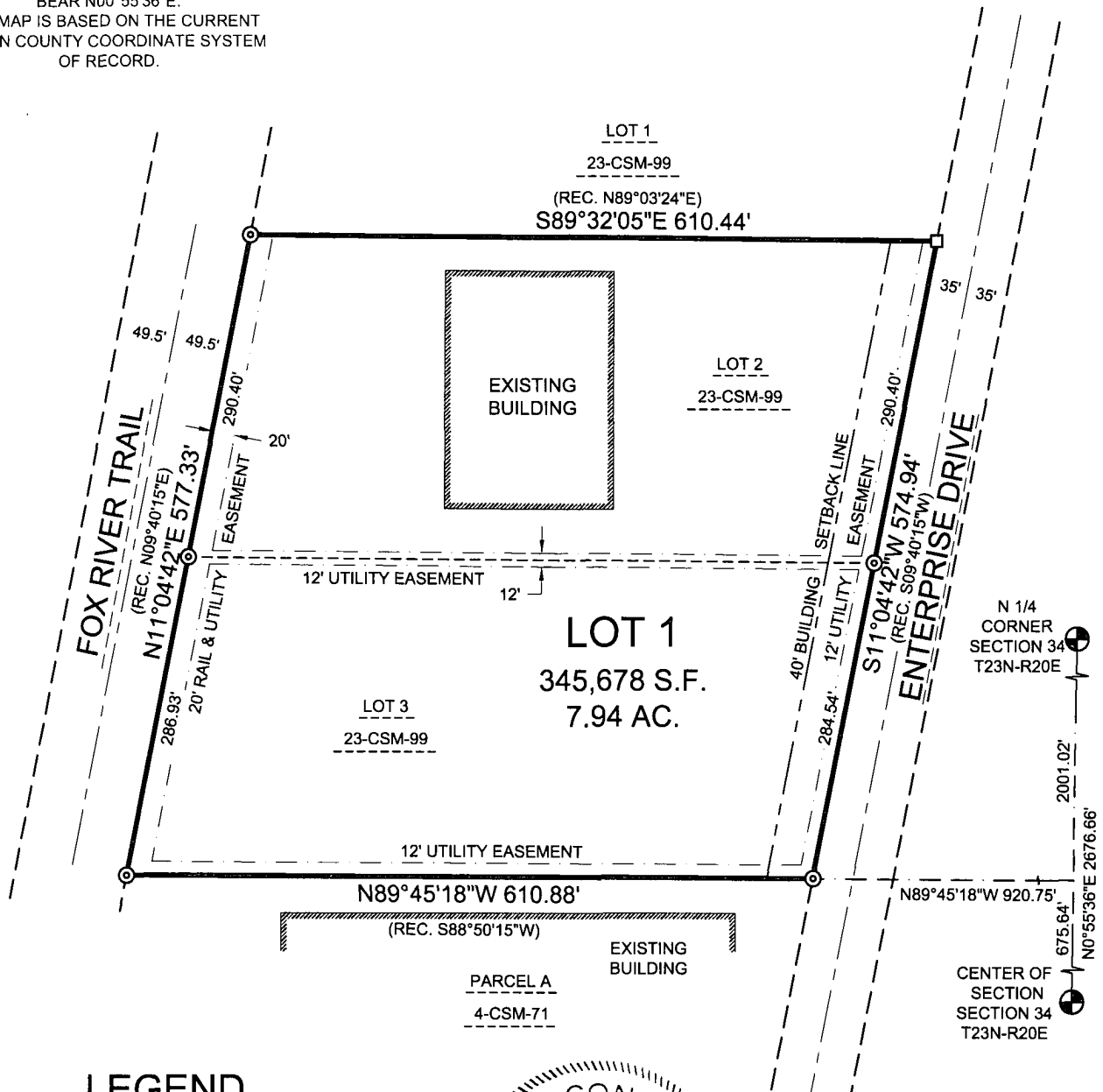
CERTIFIED SURVEY MAP

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



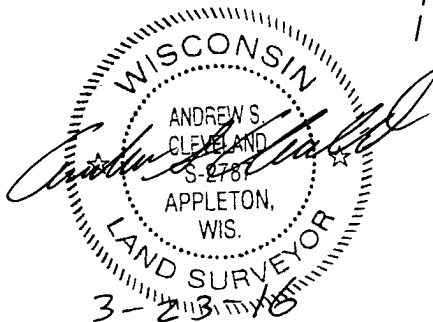
GRAPHIC SCALE

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



LEGEND

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



Mach IV

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

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

SCALE:
1"=150'

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

Attachment: 61 CSM 315 (5014 : Consider Easement Vacation at 1820 Enterprise*)

VOL 61 PAGE 315

2749543

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

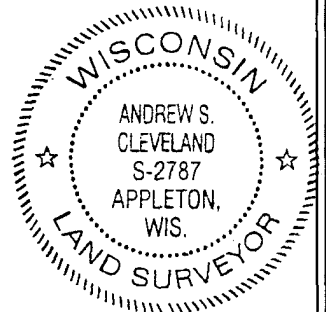
I, ANDREW S. CLEVELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS CERTIFIED SURVEY MAP IS NOT A DIVISION OF PROPERTY BUT SOLELY A COMBINATION AND DEPICTION OF THE LAND BOUNDARIES RECORDED IN DOCUMENT NUMBER 1720352 AND 2631733, BROWN COUNTY RECORDS, INTO A SINGLE PARCEL, BEING ALL OF LOTS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

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

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

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


ANDREW S. CLEVELAND PLS-2787
MARCH 23, 2016

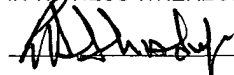


LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

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

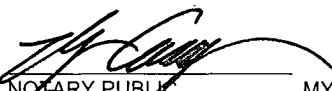
CITY OF DE PERE

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

 ITS MEMBER, ON THIS 13 DAY OF June, 2016

Robert A. Shade, Jr.
MEMBER

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


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

STATE OF WISCONSIN]
COUNTY OF Brown] SS



CERTIFICATE FOR THE CITY OF DE PERE

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


SHANA D. BERNET
DE PERE-CLERK/TREASURER

RESTRICTIVE COVENANTS FROM 23-CSM-99:

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

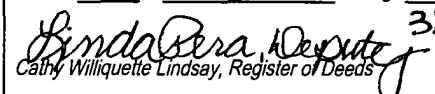
Office of the Register of Deeds
Brown County, Wisconsin

Received for Record July 1st, 2016

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

Document # 2749543 in

Volume 61 of CSM's on Page 315


Cathy Williquette Lindsay, Register of Deeds

Mach IV

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

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

SCALE:

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

VOL 61 PAGE 316

Packet Pg. 70

Attachment: 61 CSM 315 (5014 : Consider Easement Vacation at 1820 Enterprise*)

01143R-

DOCUMENT NUMBER

PARTIAL RELEASE OF PLATTED EASEMENT RIGHT

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

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

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

Parcel Identification Number (PIN)

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

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

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

WISCONSIN PUBLIC SERVICE CORPORATION

By: _____

Vernon J. Peterson

Vice President, Wisconsin Electric Distribution – Asset Management

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

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

Notary Public, Brown County, Wisconsin
My Commission Expires:

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

SITE PLAN



Keller

PLANNERS | ARCHITECTS | BUILDERS

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

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

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

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

www.kellerbuilds.com

SHEET KEY NOTES:

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

GENERAL NOTE

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

SITE STATISTICS

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

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

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

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

PARKING SPACES PROVIDED: 49

FLOOR AREA RATIO: .2

PROPOSED FOR:

SIERRA COATING TECHNOLOGY, LLC

WISCONSIN

DE PERE

"COPYRIGHT NOTICE"

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

REVISIONS

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

PROJECT MANAGER:

C. VANDEWETTERING

DESIGNER

R. MACH

DRAWN BY:

R. HERTER

EXPEDITOR:

S. TIMM

SUPERVISOR:

D. DYCE

CONTRACT NO:

P16038

IED NO:

62090

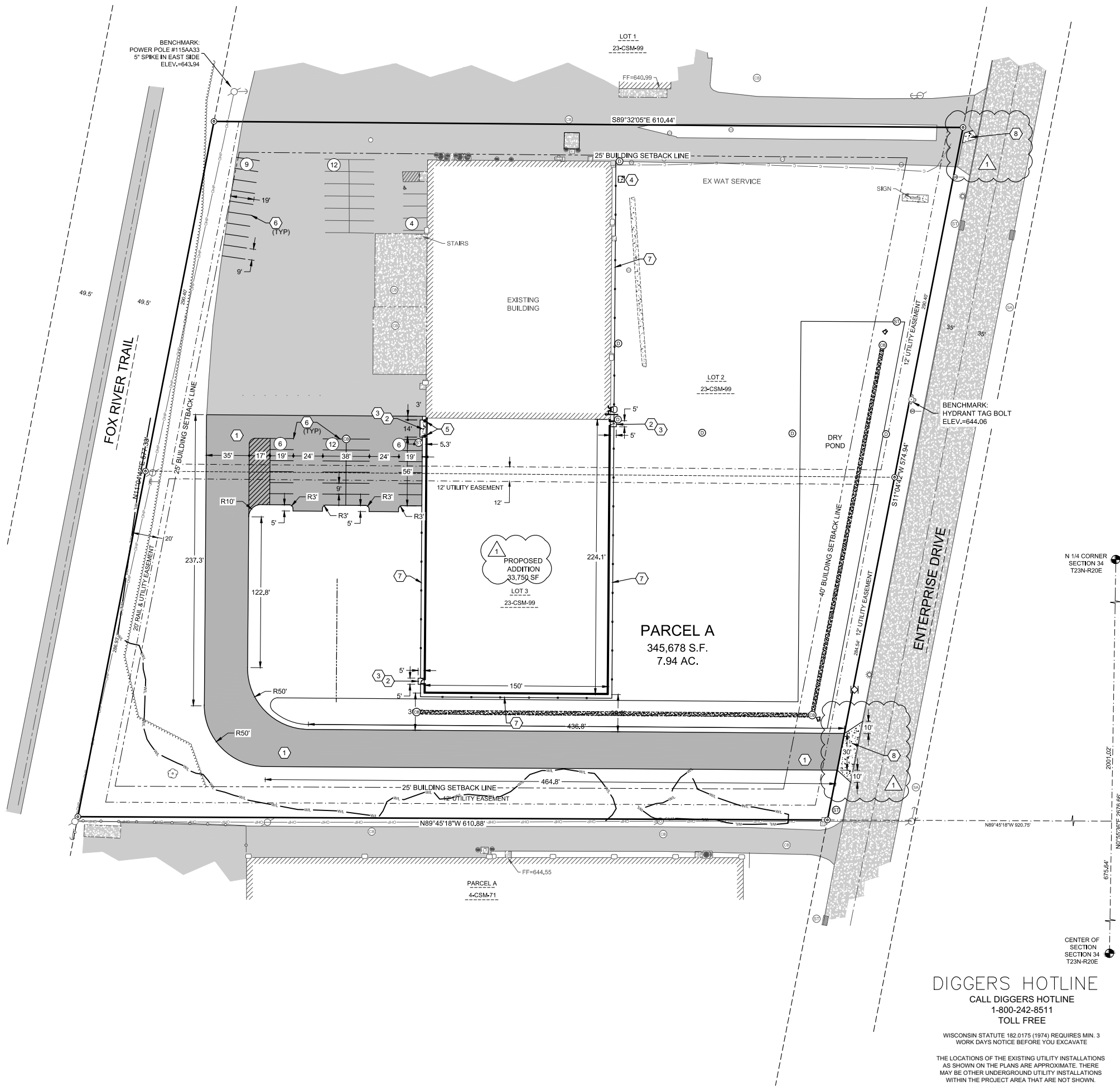
DATE:

05/05/2016

SHEET:

C2.0

37c



DIGGERS HOTLINE

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

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

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

Mach IV

Engineering & Surveying LLC

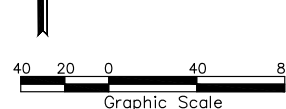
211 N. Broadway, Suite 114, Green Bay, WI 54303

Ph: 920-569-5765 Fax: 920-569-5767

Project Number: 1084-01-16



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



Attachment: APPROVED SITE PLAN 8-2016 (5014 : Consider Easement Vacation at 1820 Enterprise*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Proposal for Broadway Pedestrian Crossing Study.*

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

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

The total cost of this work is estimated as follows:

	Mead & Hunt, Inc.	Ayres Associates	TADI, Traffic Analysis & Design, Inc.	Tool Design Group
1. Attend a kickoff meeting with Staff and conduct a field visit.	\$906	\$1,140	\$1,371.20	\$4,645
2. Conduct two pedestrian counts & traffic gap analysis for pedestrian crossing.	\$2,242	\$1,570	\$2,975.26	\$7,145
3. Attend one public information meeting in the evening with the neighborhood association.	\$1,810	\$860	\$1,358.80	\$2,590
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$8,025	\$2,130	\$2,055.78	\$4,425
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and	\$2,498	\$1,960	\$1,783.32	\$3,425

notify motorists of a change in speed at the north limits of the study.				
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$3,400	\$1,110	\$2,674.98	\$2,610

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

The staff recommendation is to accept the quote from Ayres Associates for the Broadway Pedestrian Crossing Study estimated at \$13,600.00. Funds for this work will be from the street management capital projects accounts.

ATTACHMENTS:

- Mead Hunt's proposal to provide services for Broadway Pedestrian Cross... (PDF)
- De Pere Broadway Pedestrian Crossing Study_Ayres (PDF)
- De Pere Broadway Pedestrian Study Proposal TADI Submittal (PDF)
- City_of_De_Pere_Broadway_Pedestrian_Crossing_Study_TDG (PDF)
- RFP-Broadway_Pedestrian_Study (PDF)

SERVICES FOR
BROADWAY PEDESTRIAN CROSSING STUDY

CITY OF DE PERE
DE PERE, WISCONSIN



JULY 22, 2016



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



TABLE OF CONTENTS

1	PROPOSED FEE SCHEDULE	PAGE 1
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3	KEY STAFF RESUMES	PAGE 3
	Organizational Chart	
	Qualifications	
4	PROJECT DATA SHEET FOR SIMILAR PROJECTS.....	PAGE 13

Proposed Fee Schedule

Company Name: Mead & Hunt, Inc.

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

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

Company Representative: Rusty Chesmore, PE

Signature: *Russell A. Chesmore*

Fee (Total): \$23,970

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



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

July 22, 2016

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

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

Dear Mr. Rakers:

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

Unmatched Familiarity

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

In-Depth Experience

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

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

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

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

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

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

Availability

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

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

Sincerely,

Mead & Hunt, Inc.



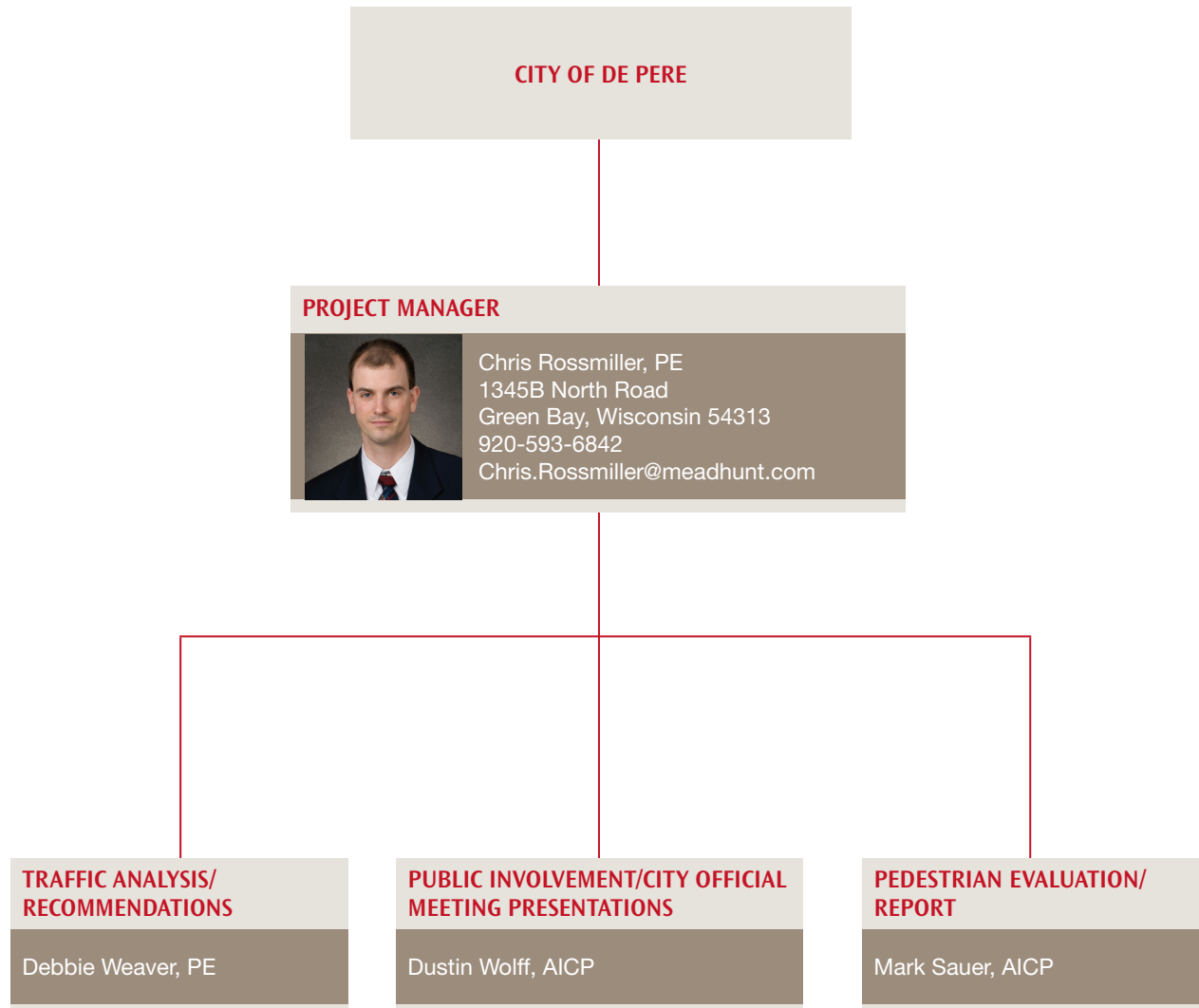
Chris Rossmiller, PE
Project Manager



Rusty Chesmore, PE
Principal-in-Charge

KEY STAFF RESUMES

ORGANIZATIONAL CHART



3 – KEY STAFF RESUMES – ORGANIZATIONAL CHART

Attachment: Mead Hunt's proposal to provide services for Broadway Pedestrian Cross... (4974 : Consider Proposal for Broadway Pedestrian

KEY STAFF RESUMES

QUALIFICATIONS

CHRIS ROSSMILLER, PE, PROJECT MANAGER

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

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

RELATED PROJECTS

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

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



Education

- BS, Civil Engineering, Michigan Technological University – Michigan

Registration

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

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

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

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

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

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

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

RELATED PROJECTS

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

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



Education

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

Registration

- American Institute of Certified Planners (AICP)

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

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

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

DEBBIE WEAVER, PE, TRAFFIC ANALYSIS/RECOMMENDATIONS

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

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

RELATED PROJECTS

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

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



Education

- BS, Civil Engineering, University of Akron

Past Employment

- Licensed Professional Engineer – Ohio, Indiana

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

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

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

MARK SAUER, AICP, PEDESTRIAN EVALUATION/REPORT

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

Mark routinely evaluates and prepares reports that examine area growth, safety needs and assess environmental impacts. One example of this expertise is when Mark developed a report on Best Practices for Milwaukee's Pedestrian Projects, Programs and Policies for the City of Milwaukee. The study examined alternatives and made recommendations on how implementing policies to better accommodate pedestrian traffic. This study is used by the City of Milwaukee Department of Public Works for implementation of pedestrian facilities. Mark's experience with evaluating safety needs paired with his innovative and creative solutions will provide valuable insight to the City of De Pere in efficiently and cost-effectively implementing techniques to calm traffic and make the area safer for pedestrians.

RELATED PROJECTS

Pedestrian Planning, Best Practices, City of Milwaukee – Ninety-five percent of streets in Milwaukee have sidewalks. However, this infrastructure is not designed to accommodate pedestrians in a safe and efficient manner. Rather, it is merely an afterthought in road construction, resulting in poor connectivity, lack of ADA facilities and inconsistent implementation and standards. Utilizing GIS and other visualization tools, the team analyzed data, prepared maps and visualizations and identified best management practices in planning for pedestrians that the City of Milwaukee Department of Public Works could use as groundwork for implementation of pedestrian facilities. This study resulted in a compilation of recommendations for design projects, programs and policies to be incorporated city wide as well as design recommendations at two specific problem intersections.



Education

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

Registration

- American Institute of Certified Planners (AICP)

Comprehensive Plan, Town of Ledgeview – The Town of Ledgeview has had significant growth over the past two decades, more than quadrupling the Town's population. The development of a Comprehensive Plan Update was necessary to help the Town determine current challenges and define key planning issues for the future. The public involvement process included gathering data from the 2013 Community Survey, 2014 Community Engagement Session and 2014 Community Mapping Forum. Throughout the process, a Smart Growth Steering Committee led by Zoning and Planning Commission (ZPC) members met monthly to review document drafts and discuss plan recommendations. Mark served as the principal author for this comprehensive plan and provided leadership to ZPC members for formulating key planning issues and enhancing the Town vision statement. These elements enhanced the Plans focus by organizing important goals and outcomes, while also becoming more visually interesting. The Plan was unanimously adopted by the Town Board in November 2015.

Key implementation strategy from the Plan was an update to the Town's Park and Recreation Plan which was completed in 2016. Together, these two plans aim to develop a continuous sidewalk system in the Town's urban areas. Minimizing the impact of motor vehicles and promoting healthy alternatives is achieved through narrower streets; reduced speed limits; safe crossings; and provision of street trees, on-street parking or buildings near the street that provide a sense of enclosure and cue drivers to slow down. Sidewalks are key to providing safe pedestrian routes for people of all ages. In addition to changes to subdivision and platting regulation, the Town has adopted a plan for retrofitting older streets and neighborhoods with sidewalks, particularly where traffic has reached levels not anticipated when the development occurred. Strong planning and leadership has allowed the Town to implement the policies and recommendations of its plans.

PROJECT DATA SHEET FOR SIMILAR PROJECTS

STH 57, VILLAGE OF ALLOUEZ AND CITY OF DE PERE – BROWN COUNTY, WISCONSIN

STH 57 is classified as a Principal Arterial, functioning as an important connection between the City of Green Bay, the Village of Allouez and the City of De Pere. This roadway is a preferred bicycle route; however, the roadway currently has no bicycle accommodations. The incomplete sidewalk network along the route impedes safe pedestrian travel and only one marked crossing opportunity within the 3.4 mile corridor limits access to the amenities along the east bank of the Fox River. Numerous intersections do not have adequate intersection sight distance and the existing roadway right of way is narrow. There are numerous historic and archeological sites along the corridor including historic homes, cemeteries, the Wisconsin State Reformatory and the Heritage Hill State Park.

The proposed improvement will reconstruct the existing urban section and underlying utilities. Several scenarios with different lane configurations and intersection controls have been considered. Additionally, bicycle and pedestrian accommodations have been incorporated into the alternatives to improve non-motorized user mobility through the corridor. Additional, geometric changes to incorporate median refuges at various locations across the corridor were included in the design. These refuges allow for two-stage crossing maneuvers of STH 57, increase the visibility of the pedestrians at these locations, and provide a geometric “pinch point” in the roadway to promote traffic calming. In all, nine crossing opportunities that provide a median refuge have been incorporated into the design.

Design services included TSWA; vehicle counts utilizing video recording systems; pedestrian counts of week day and week end users at key locations; ICE; development of several alternatives that incorporated bicycle and pedestrian; and detailed cost estimates.

To provide a complete street, the design year traffic model scenarios were evaluated to accommodate motorized vehicles as well as bicycles and pedestrians while minimizing environmental impacts and preserving adjacent historic sites. Our approach helped balance vehicular, bicycle and pedestrian demand with the roadway capacity and improve safety for pedestrians crossing at intersections.



Project Data

- Role: Paramics Traffic Microsimulation Modeling, video traffic counts, environmental document, PDR, DSR, TMP, ICE, storm water management, storm sewer design, preliminary and final retaining wall plans, TSWA, public involvement, CSS, preliminary and final roadway design, preliminary and final structure plans, Civil3D modeling, utility and agency coordination, soils report, historical/Section 106, roundabout design, lighting, traffic staging
- Design completed: 2021
- Construction completed: 2021
- Cost of project: \$15 million
- Design fees: Stage 1: \$533,000; Stage 2: \$1,783,000
- Key Staff: Chris Rossmiller, PE; Debbie Weaver, PE; Dustin Wolff, AICP; Mark Sauer, AICP

Contact: Andrew Fulcer, PE
 WisDOT NE Region –
 Green Bay
 944 Vanderperren Way
 Green Bay, WI 54304
 920-492-5664
 andrew.fulcer@dot.wi.gov

USH 14, VILLAGE OF CROSS PLAINS – DANE COUNTY, WISCONSIN

USH 14 in western Dane County is considered a principal arterial that provides regional connectivity to western Wisconsin and beyond. The highway is also Main Street to the Village of Cross Plains, a suburb located a few minutes from Madison's west side. The dual role of the highway as main street and regional arterial is a concern to village residents and transportation officials. Mead & Hunt led the development of improvement plans to address both concerns. Situated in downtown Cross Plains, pedestrian safety and mobility is an important concern for the community. Mead & Hunt designers coordinated with the village and WisDOT staff to develop roadway alternatives that provided safe crossings at key locations within the community. Treatments included median refuges and colored pavement treatments, which increased driver awareness at the crossings.

New and upgraded traffic signals will be installed along the corridor along with pedestrian and bicycle facilities. As part of the preliminary design of the project, Mead & Hunt staff also work with the village, WisDOT southwest region and area residents to develop concepts for other crossing locations along the corridor. Treatment options included Rapid Flashing Beacons, HAWK signals and in-pavement lighting systems. Mead & Hunt evaluated these options, then made recommendations to local officials and presented to public for comment. The recommendations ultimately were not included in the final design for WisDOT's project but were installed along the corridor as a separate project prepared by the village for construction.

The project development process included a full complement of services: survey, alternative analysis, preliminary and final design, design reports, environmental documentation, noise analysis, wetland delineation, structure design, traffic analysis, signal design, transportation project plats, construction staging and PS&E preparation. Mead & Hunt led a project team with five sub-consultants (one of which is a DBE) to assist with various aspects of the project, including: bridge design, geotechnical evaluation, plat preparation and roadway design. The project was completed on an aggressive 18 month schedule.



Project Data

- Role: Survey, alternative analysis, environmental documentation, wetland delineation, structure design, traffic analysis, construction staging, transportation project plats, PS&E
- Design completed: 2013
- Construction completed: 2015
- Cost of project: \$13 million
- Design fees: \$906,933
- Key Staff: Debbie Weaver, PE; Dustin Wolff, AICP; Mark Sauer, AICP

Contact: William Strobel, PE , RLS
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704
608-242-8009
william1.strobel@dot.wi.gov



4 – PROJECT DATA SHEET FOR SIMILAR PROJECTS

STH 96, VILLAGE OF WRIGHTSTOWN – BROWN COUNTY, WISCONSIN

Safety was the key concern for this \$22 million reconstruction project located in the heart of downtown Wrightstown. Since STH 96 connects downtown to the local Wrightstown schools, designing bicycle and pedestrian accommodations including crosswalks was imperative. The design improved pedestrian mobility across the community and at various intersections throughout the village while providing safe crossing opportunities for students between the Wrightstown High School and Middle School.

Mead & Hunt provided design and environmental services for the reconstruction of 2.3 miles of urban roadway on STH 96. The project included a new 1,800-foot bridge over the Fox River with roundabouts at each end of the bridge. In addition, Mead & Hunt coordinated with and designed improvements to bicycle and pedestrian accommodations across to the Wisconsin Central Ltd. railroad crossing on CTH DD.

Under this two-party contract with WisDOT, Mead & Hunt completed several projects from 2012 to 2014. This includes an adjacent \$1.4 million mill and resurface project from the Village of Wrightstown to the Village of Greenleaf that involved improving bicycle accommodations. Additionally, Mead & Hunt designed plans to expand a two-lane urban section from Turner Street to Shanty Road. Mead & Hunt provided a full complement of services for the overall multi-task project.

Project Data

- Role: Roadway design, PS&E, historical and archaeological survey, hazmat investigation, public involvement, environmental assessment, TMP, ICE, storm water management, permitting, wetland restoration, TPP, planting plans, erosion control plans, utility and agency coordination
- Design completed: 2013
- Construction completed: 2014
- Cost of project: \$2.7 million
- Design fee: \$335,000
- Key staff: Chris Rossmiller, PE; Dustin Wolff, AICP

Contact: Daniel Segerstrom, PE
WisDOT Northeast Region-
Green Bay
944 Vanderperren Way
Green Bay, WI 54304
920-492-7718
daniel.segerstrom@dot.wi.gov

July 22, 2016

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

Re: Proposal – Broadway Pedestrian Crossing Study

Dear Mr. Rakers:

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

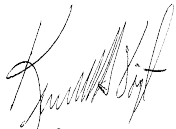
This proposal includes our project approach, fee schedule, resumes, and relevant experience. We have completed many similar projects that address pedestrian crossing safety in cities throughout Wisconsin, including Wauwatosa, Eau Claire, and Middleton. Descriptions of these projects can be found in our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

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

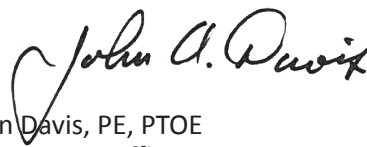
Our team looks forward to helping the City plan for its future traffic needs. If you have any questions on our proposal or the services Ayres Associates offers, please contact either of us at the telephone numbers or email addresses listed below.

Sincerely,

Ayres Associates Inc



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



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

KHV:tdp
 Enclosure

PROJECT UNDERSTANDING AND APPROACH

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

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

Background

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

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

Study Approach

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

Task 1: Kickoff Meeting/Site Visit

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

Task 2: Data Collection

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

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

Task 3: Analysis/Reports

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

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

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

Task 4: Meetings

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

Schedule

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

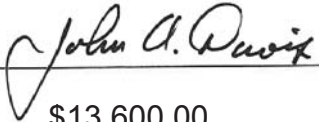
Proposed Fee Schedule

Company Name: Ayres Associates

Company Address: 3376 Packerland Drive

Company Address: Ashwaubenon, WI 54115

Company Representative: John A. Davis, PE, PTOE

Signature: 

Fee (Total): \$13,600.00

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

PROJECT TEAM

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

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

Our project team members and their roles are listed below.

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

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

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

– Tom Mason, director
Cheyenne Metropolitan Planning
Organization



Voigt

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

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



Davis

Ken Voigt, PE

Project Manager, Public Involvement

Registration: Registered Professional Engineer, WI

Certifications: Certified Traffic Impact Analysis Preparer, WI

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

Years of Experience: 49

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

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

John Davis, PE, PTOE

Quality Assurance/ Quality Control

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

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

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

Years of Experience: 33

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

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

Tristan Hickman, PE

Traffic Engineer/ Cost Estimating

Registration: Registered Professional Engineer, WI, WY

Certifications: Certified Traffic Impact Analysis Preparer, WI, 2008

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

Years of Experience: 9

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

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

Alex Motl, EIT

Traffic Specialist

Registration: Engineer-in-Training, WI

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

Years of Experience: 2

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

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



Hickman



Motl

AYRES
ASSOCIATES

SIMILAR EXPERIENCE

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

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

About Ayres Associates

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

Traffic Engineering Services

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

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

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

Project Experience

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

Tosa Village Intersection Study

Client: City of Wauwatosa

Completion Date: 2014

Reference: William Porter, Jr.,
414.479.8933

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



City of Middleton Downtown Circulation Study

Client: SRF Consulting Group, Inc.

Reference: Randall Geerdes, PE,
763.475.0010

Completion Date: 2008

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



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

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

Wauwatosa East North Avenue Bike Lane Plan

Client: City of Wauwatosa

Reference: William Porter, Jr., 414.479.8933

Completion Date: 2014

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

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



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

Eau Claire Downtown Street Design and Historic Riverfront Development

Client: City of Eau Claire

Reference: Doug Derks, 715.839.4934

Completion Date: 2013

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



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

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



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

July 19, 2016

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

Re: Broadway Pedestrian Study, City of De Pere

Dear Mr. Rakers,

Traffic Analysis & Design, Inc (TADI) is proud to have the largest traffic engineering staff of any engineering firm in Wisconsin. TADI was established in 2002 to provide clients with competitive fees (lowest overhead rate any firm with extensive traffic engineering experience), exceptional quality and unmatched client service in the field of traffic engineering. Our growth from 3 traffic engineering professionals to 30 traffic engineering professionals in fourteen years, with over 95% of our client's being repeat clients is a true indication of the quality of workmanship we provide. As a small firm focused on traffic engineering, we provide high quality workmanship and eliminate the corporate red tape often associated with larger companies resulting in quick and efficient response to your needs. Being a small firm also allows us to focus on competitive fees; our overhead rate is approximately thirty percent less than the overhead rates for large multi-disciplined firms.

TADI has successfully completed over 2,000 traffic engineering projects for the WisDOT, counties, municipalities and private developers in the last fourteen years. ***We have conducted over 2500 traffic counts and 500 Traffic Studies in the past ten years, the most of any engineering firm in the State of Wisconsin.*** We have conducted over 75% of the Traffic Studies submitted to WisDOT, of which all were approved by WisDOT. We are a WisDOT Certified TIA Provider and we have traffic engineering master contracts with the WisDOT.

In the last five years alone, we have completed traffic studies in the following Wisconsin communities: Shorewood, Whitefish Bay, Glendale, Mequon, Cedarburg, Grafton, Milwaukee, Wauwatosa, Wausau, Fond du Lac, Oshkosh, Greenville, Howard, Grand Chute, Little Chute, Bellevue, Sheboygan, Monona, Stoughton, Monroe, Dodgeville, Saukville, Burlington, Janesville, Waukesha, West Allis, Oak Creek, Brookfield, Oconomowoc, Pewaukee, Summit, New Berlin, Muskego, Kewaskum, Brown Deer, Beaver Dam, Somers, Franklin, Bristol, Kenosha, Pleasant Prairie, West Bend, Mukwonago, Mt. Pleasant, Eagle, Madison, Oregon, Menomonee Falls, West Milwaukee, Delafield, Lake Geneva, Hudson, Marinette, Richfield, Delavan, River Falls, and Medford, in addition to conducting several traffic engineering projects for WisDOT throughout the state.



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

More specifically, we have conducted several pedestrian safety/improvement studies/projects similar to what is requested for Broadway Street such as:

- Whitefish Bay, Silver Spring Drive Pedestrian Audit/Study
- Grafton, STH 60, Pedestrian Hybrid Beacon Study, Design and After Study
- Muskego High School Safety Study
- Minocqua USH 51 Pedestrian Crossing Study
- Racine County, 7-Mile Fair Parking & Pedestrian Crossing Study
- Hayward USH 63/STH 77 Pedestrian Facilities Road Safety Audit
- Aurora Baycare Medical Center Pedestrian Study
- WisDOT Statewide Safety/Speed Management Study
- WisDOT Safety Impacts of Rational vs. Irrational Speed Limits

For all of the above projects, a project sheet showing photos and more detail is included in this proposal. We have also conducted other pedestrian safety related projects such as:

- Glendale, Green Bay Avenue – study and signal/pedestrian crossing for service to an elderly facility
- Milwaukee Veterans Administration Campus Study – evaluation of pedestrians crossings throughout the campus.
- Glendale, Rectangular Rapid Flashing Beacon (RRFB) analysis/evaluation and design
- New Berlin West High School Study – recommendations for pedestrian safety within the high school parking lots.
- Various Road Safety Audits in North Central Wisconsin Communities for WisDOT roadways through communities.

In addition to traffic engineering projects, we have the ability to effectively interact with the public on traffic engineering issues to achieve public acceptance/concurrence on your project. Our staff are leaders in the traffic engineering field. We have had technical papers published and have been invited to present papers at local, state, national and international conferences in addition to receiving awards of various engineering honors. Our staff has served as instructors for engineering courses at Marquette University, the University of Wisconsin-Madison, and the University of Wisconsin-Milwaukee. In addition, our senior level staff teaches traffic engineering courses throughout the country through the University of Wisconsin-Madison Extension.

TADI places the highest priority on maintaining working relationships with clients, professional peers, and agency staff alike, resulting in well-rounded service in the public sector. Our diverse range of technical experience, an emphasis on internal and project team collaboration, and a unique business model enable TADI to offer an unparalleled combination of engineering quality, range, and value. This continued commitment to superior service has allowed TADI to accomplish a repeat business rate of over 95 percent. With our combination of technical savvy and communication skills, TADI staff members play an active and productive role in the project process and are valued for their contributions to meetings, hearings, and public involvement efforts. As a firm, TADI prides itself on developing



PROVIDING TRAFFIC ENGINEERING SOLUTIONS

realistic and effective transportation solutions that are both technically sound and consistent with study objectives. Our comprehensive industry knowledge, coupled with an emphasis on communication and collaboration, ranks TADI as the premier traffic engineering firm in the region.

Our office/contact information is as follows:

***Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Ct
Cedarburg, WI 53012***

Ph: 1-800-605-3091

Fax: 262-377-4381

Email: jbieberitz@traffic-ad.com

Our proposal submittal is organized as requested in the RFP as follows:

1. Cover Letter
2. Project Data Sheets for Similar Projects
3. Key Staff Resumes
4. Fee Schedule

Please call or e-mail me if you have any questions, comments or concerns.

Very Truly Yours,

Traffic Analysis & Design, Inc.

A handwritten signature in black ink, appearing to read "John A. Bieberitz", is written over a horizontal line.

John A. Bieberitz, P.E., PTOE
Senior Traffic Engineer
President



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Whitefish Bay Pedestrian Safety Audit

Silver Spring Drive, Whitefish Bay, WI



Client: Village of Whitefish Bay

Contact: John Edlebeck, Village Engineer; or Steve Sheiffer, Village Administrator, 414-962-6690

Project Description:

On the heels of a tragic pedestrian fatality, TADI was hired to conduct a pedestrian safety audit of the Silver Spring Drive corridor in Whitefish Bay. TADI led a walking audit that included the Village's police chief, public works director, and public relations and business district representatives. The audit drew the attention of local news stations, three of which interviewed TADI staff. TADI provided recommendations for both the short-term and long-term pedestrian safety improvements. Short-term recommendations focused on using signing and pavement marking to increase pedestrian awareness. Long-term solutions included updating signals to include pedestrian countdown timers and pavement enhancements. The village council approved financing of the short-term recommendations TADI presented at the council meeting.

The following elements were conducted as part of this project:

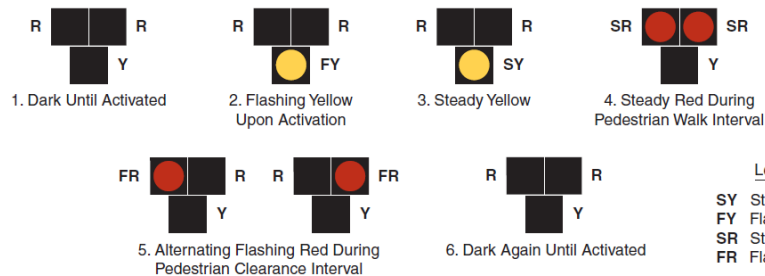
- Site Review
- Data Collection
- Pedestrian Safety Audit
- Crash and Safety Analysis
- Report and Presentation



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Pedestrian Hybrid Beacon ("HAWK") – Grafton, WI

State Trunk Highway (STH 60) with 13th Avenue, downtown Grafton, WI



Client: Village of Grafton

Contact: Dave Murphy, Director of Public Works, 262.375.5325

Project Description:

Two pedestrians were struck one month apart at the STH 60 intersection with 13th Avenue in downtown Grafton in the Year 2008. The Village of Grafton retained TADI to perform a study for the installation of a pedestrian hybrid beacon ("HAWK"). Tasks included:

- Crash analysis, pedestrian gap and behavior study, warrant study, and study of vehicle-pedestrian operations with and without the pedestrian hybrid beacon.
- Safety funding request (HSIP funding) form WisDOT
- WisDOT and FHWA Request for Experimentation (the device was not but is now approved in the MUTCD).
- Design for the pedestrian hybrid beacon at this location
- 3-year study for WisDOT and FHWA.



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Muskego High School Safety Study

Located in the City of Muskego, Waukesha County, Wisconsin

89	Are there any driveways that have backups that extend onto the adjacent roadways? If so, please explain?	
90	Are there any driveways that have backups that disrupt the internal circulation of the parking lots? If so, please explain?	
91	Do vehicles have difficulty turning into or out of any driveways? If so, please explain?	

Client: Waukesha County

Contact: Mike Grulke, County Traffic Engineer, 262.548.7748

Project Description:

TADI performed traffic engineering services as part of the reconstruction of the CTH Y and Woods Road intersection. An important aspect of this project was the close proximity of the intersection to Muskego High School and a senior living complex on the other side of the intersection. Thus, the intersection needed to safely and efficiently accommodate higher volumes of pedestrians, bicycles, buses, along with a teen and older driver population mix. Also, the intersection needed to accommodate peaking of traffic during the beginning and ending of school, and during special events.

An integral part of the success of this project was the inclusion of a road safety audit in the preliminary engineering phase. The road safety audit included professional engineers from TADI as well as individuals from Muskego High School and the Muskego Police Department. The audit was specially designed for the characteristics of this intersection and included a checklist with questions pertaining to driveway utilization, special events, parking lot utilization, drop off locations, student driving behavior, pedestrians, bicyclists, buses, pavement conditions, pavement marking, signing, speed, and other general observations. The team agreed that the design that best accommodated the situation included an upgraded signalized intersection with pedestrian phasing, left turn phasing and special school bus actuation/timing plan to accommodate the arrival and dismissal times of the school.



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USH 51 Pedestrian Crossing Study

USH 51, Minocqua, WI



Client: Wisconsin Department of Transportation

Contact: Richard Simon, Project Manager, (715) 365-5775

Project Description:

The Wisconsin Department of Transportation had plans to reconstruct USH 51, including widening the current cross-section to include bike and pedestrian accommodations throughout the corridor. The proposed bike/pedestrian path was planned to connect into the Hiawatha/Bearskin State Park Trail within the downtown "island" section of the City of Minocqua, continue through the limits of the Minocqua Lake causeway, crossing USH 51 and continuing to the north where the path is ultimately planned to tie into a future trail. The City of Minocqua is a major tourist destination within the state and subsequently the Hiawatha/Bearskin State Park Trail is a heavily used pedestrian and bicycle facility.

TADI was retained to investigate some form of supplemental pedestrian crossing treatment at the planned USH 51 crossing location to provide safety for both the pedestrian and motoring public. With the volume of pedestrians crossing the heavily traveled USH 51 expected to be significant, several pedestrian crossing features were investigated and the Pedestrian Hybrid Beacon crossing treatment was recommended for installation at this locations. The following elements were conducted as part of this project:

- Site Review
- Data Collection
- Pedestrian Hybrid Beacon Warrant Study

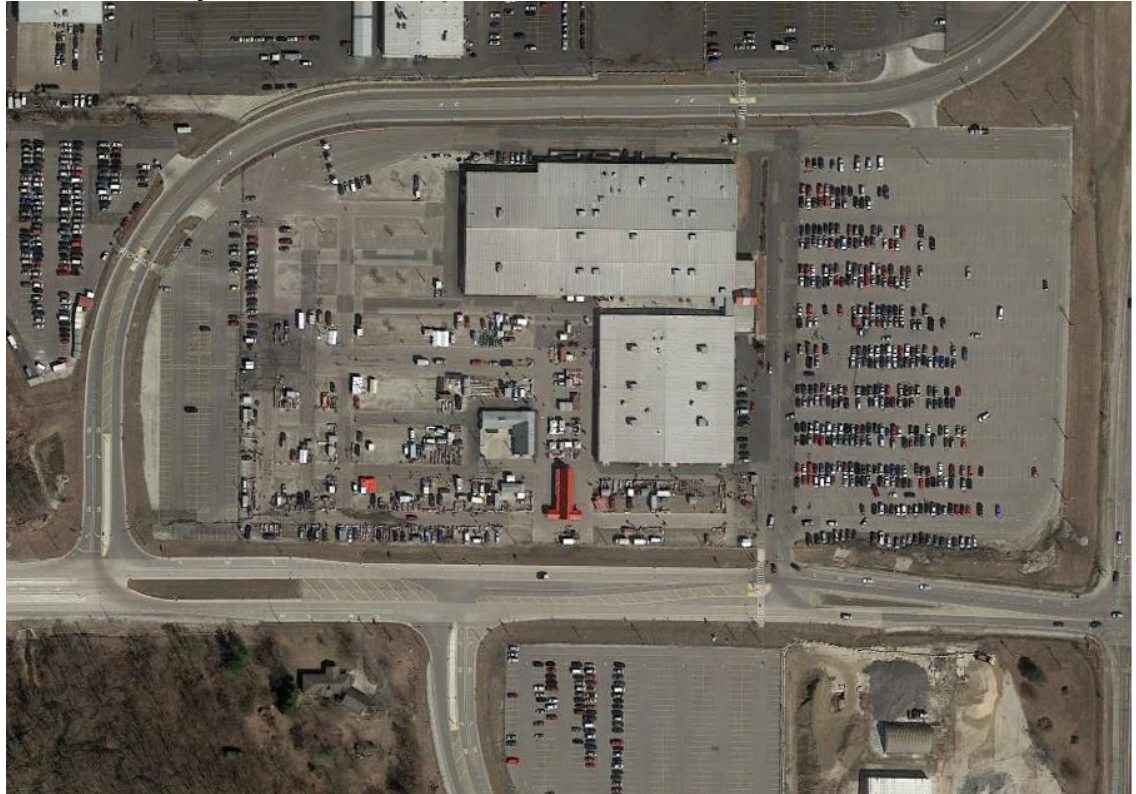


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7-Mile Fair Parking & Pedestrian Crossing Study

7 Mile Road, Raymond, WI



Client: Seven Mile Fair

Contact: Larry Ruka, Owner Representative, (262) 938-9808

Project Description:

The 7-Mile Fair is a major tourist/retail destination located adjacent to I-94. The Wisconsin Department of Transportation had plans to reconstruct a section of 7 Mile Road as part of the I-94 North-South freeway project. The plans also called for construction of new frontage roads adjacent to I-94 which impacted the four 7-Mile Fair access points as well as several of the existing parking lots to the property. With the reconfigured roadway system and parking lot configurations, the overall site operations for the 7-Mile Fair property needed to be revamped.

TADI was retained to investigate parking lot, roadway and driveway operations; pedestrian flow and some form of supplemental pedestrian crossing treatments at the three main pedestrian crossing locations adjacent to the site to provide safety for both the pedestrian and motoring public. With the volume of pedestrians crossing the three roadways expected to be significant, several pedestrian crossing features were investigated and the Rapid Reflective Flashing Beacon (RRFB) crossing treatment was recommended for installation at this locations.

The following elements were conducted as part of this project:

- Site Review
- Data Collection (parking, vehicle turning movement and pedestrian counts)
- Pedestrian Hybrid Beacon Warrant Study

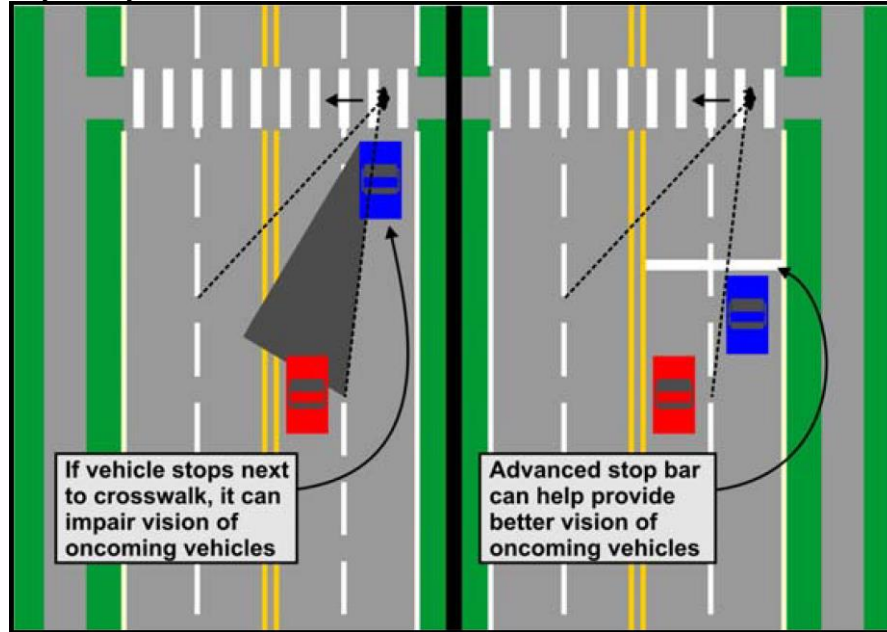


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Hayward USH 63/STH 77 Pedestrian Facilities Road Safety Audit

City of Hayward, WI



Client: WisDOT

Contact: Greg Helgeson, WisDOT District Traffic Engineer, 715-836-2980

Project Description:

The Wisconsin DOT was concerned about pedestrian safety along the USH 63 and STH 77 corridors in Hayward, WI. Like most urban sections of northern Wisconsin, Hayward experiences high traffic and pedestrian activity during tourist season. WisDOT sought an independent review of safety issues on these two corridors. TADI assembled and led a pedestrian-focused safety audit team that included an experienced highway designer, a nationally recognized traffic safety researcher, and a traffic safety engineer. While walking the site, TADI discovered and documented several correctable issues related to pedestrian safety, including:

- Overall lack of pedestrian accommodations
- Incorrect wiring for pedestrian push buttons at USH 63/STH 77 intersection
- Crosswalks not aligned with pedestrian signal heads
- Pedestrian push buttons located too far from crosswalks
- Lack of pedestrian refuges

TADI recommended several strategies to provide a safer environment for pedestrians. One example was to provide advanced stop bars at a particular designated mid-block crossing to improve the vision sight angles for drivers and pedestrians.



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Aurora Baycare Medical Center Pedestrian Study

Greenbrier Road, Green Bay, WI



Client: Hammes Company

Contact: Michael Scholl, Project Manager for Aurora, 262.792.4730

Project Description:

Aurora Hospital in Green Bay had been experiencing pedestrian crossing accidents within their parking lot near their main entrance. TADI was retained to evaluate the pedestrian conflicts as well as analyzing ways to improve on the hospitals valet services. Through a series of employee interviews as well as an extensive site review, it was determined that the existing site design was directing pedestrian traffic into the heaviest traveled vehicular corridor within the overall site. In addition to a dedicated pedestrian crossing, modifications to the valet service including a dedicated drop off lane were recommended to improve the overall safety within the site. The following elements were conducted as part of this project:

- Site Review
- Data Collection
- Staff Interviews

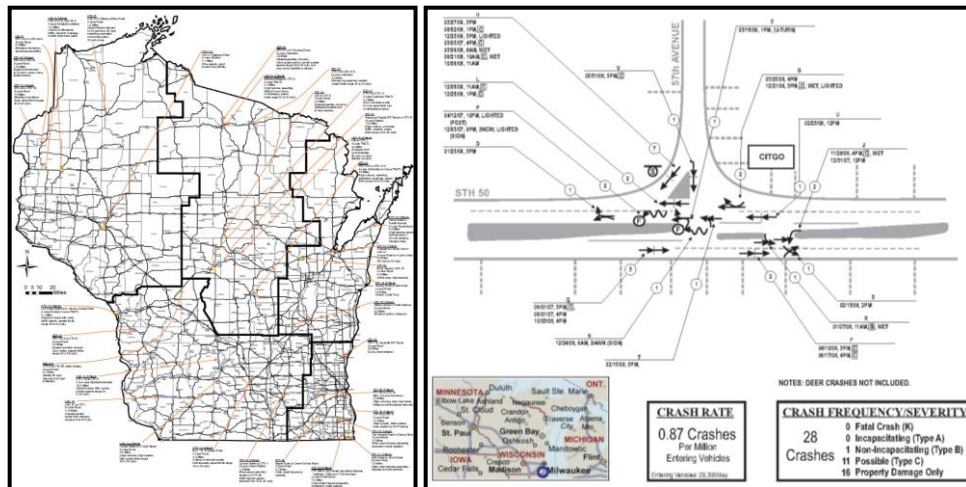


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Statewide Safety/Speed Management Study

Thirty-Four corridors located throughout the state of Wisconsin, Bureau of Highway Operations, WisDOT Central Office, WI



Client: WisDOT BHO

Contact: Rebecca Szymkowski, State Safety Engineer, 608.266.9381

Project Description:

The Highway Safety Improvement Program (HSIP): Speed Management Improvement Project Development study was a statewide safety and speed management study for various state highway corridors located throughout the state of Wisconsin with suspected speed issues. The purpose of the study was to identify safety and/or speed issues on the selected corridors and recommend engineering countermeasures to potentially mitigate issues identified.

In total, there were 34 non-freeway state highway segments in the study with an average length of approximately 5.25 miles. **Over 4,000 crashes were plotted and more than 50 intersection collision diagrams were created.** For each segment, Traffic Analysis & Design, Inc. collected speed data, reviewed and plotted the crash data, identified engineering countermeasures to potentially address the speed and speed-related safety issues. A report with recommendations regarding WisDOT policy, particularly the Speed Management Guidelines, was also prepared.



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Safety Impacts of Rational vs. Irrational Speed Limits

Various corridors located throughout the state of Wisconsin, Bureau of Highway Operations, WisDOT Central Office, WI



Client: WisDOT BHO

Contact: Rebecca Szymkowski, State Safety Engineer, 608.266.9381

Project Description:

This study explored whether rational speed limits were safer than irrational speed limits. Rational and irrational speed limits were objectively defined based on observed travel speeds and outputs from the computer program USLIMITS. Two approaches were utilized to compare the safety of corridors with rational and irrational speed limits. The first approach consisted of a statistical crash comparison of five pairs of rational and irrational corridors (10 corridors totaling 12 miles). These corridors were matched based on geometric and operational characteristics. The second approach involved conducting speed counts and comparing speed variability statistics for 32 rational and 23 irrational corridors.

The results of the study showed that irrational corridors tended to have greater crash risk than rational corridors. More specifically, four of the five irrational corridors had higher crash rates than their rational counterparts. In the speed variability analysis, urban corridors with irrational speed limits exhibited more speed variability than urban corridors with rational speed limits. In rural areas, there did not appear to be any noticeable difference in speed variability. The results of this study appear promising towards developing a better understanding of how irrational speed limits affect safety.



JOHN R. CAMPBELL, P.E.

Traffic Safety Engineer

Specialties:

Traffic Safety Studies
Pedestrian Studies
Speed Management Studies
Origin Destination Studies
Traffic Management Plans (TMP)
Microsimulation Modeling
Benefit/Cost Comparisons

Education:

B.S. Civil Engineering,
Marquette University, 2002

M.S. in Civil Engineering,
University of Wisconsin, 2005

Transportation Management & Policy Certificate,
UW – Madison, 2005

Employment History:

TADI: 2006 to present

University of Wisconsin Madison: 2003 to 2004

Ayres Associates: 2000 to 2006

Certifications:

WI Professional Engineer, 2007
WisDOT SE Region Certified TIA Preparer

Professional Affiliation:

Institute of Transportation Engineers,

1.800.605.3091 Ext. 86

Direct: 414.350.3256

jcampbell@tadi-us.com

www.linkedin.com/in/johncampbell4

Mr. Campbell is a traffic safety engineer with Traffic Analysis & Design Inc. (TADI). His current responsibilities include traffic safety studies, pedestrian studies, traffic management plans, traffic safety studies, speed management studies, and managing Bluetooth origin-destination studies.

Mr. Campbell has recently spoken about using Bluetooth data for origin-destination purposes at various TRB, ITE, ASCE, and ACEC meetings. Mr. Campbell has also given presentations about irrational speed limits, identifying hazardous intersections, and road safety audits.

Overall, Mr. Campbell has fifteen years of work experience including safety studies, pedestrian studies, traffic safety research, traffic mitigation, microsimulation, Bluetooth data collection, conceptual design comparisons, and construction inspection. His well-rounded experience helps him identify feasible, constructible, and cost-efficient transportation solutions.

Papers and Presentations:

Bluetooth Topics

TRB, ITE, ASCE, ACEC, & Mid-Continent
Transportation Symposium

Safety and Speed Topics

ITE, University of Wisconsin, Mid-Continent
Transportation Symposium, & APWA



MICHAEL MAY, P.E., PTOE

Senior Traffic Engineer

Specialties:

Corridor Traffic Analysis
Traffic Impact Studies
Traffic Calming Studies
Safety Studies
Pedestrian Accessibility Studies
Alternatives Development/Analysis

Education:

B.S. in Civil Engineering,
Marquette University, 2002

M.S. in Civil Engineering,
University of Wisconsin – Milwaukee, 2008

Certifications:

Professional Engineer – Illinois & Wisconsin
Professional Traffic Operations Engineer
WisDOT SE Region Certified TIA Preparer

Professional Affiliations:

ITE, International Member
WI Traffic Engineering Council Board Member
Young Professional of the Year Award, 2007

City of West Allis
Community Block Grant Committee, Vice Chair
Comprehensive Plan Committee
Bicycle & Pedestrian Steering Committee

1.800.605.3091 Ext. 83

Direct: 414.807.1912

mmay@tadi-us.com

www.linkedin.com/in/trafficengineer

Michael is a Senior Traffic Engineer with Traffic Analysis & Design, Inc. (TADI). His responsibilities include project management and performance of complex traffic impact studies and corridor studies, traffic calming studies, development of traffic signal timing plans (corridors and isolated), safety studies, signalized and stop-sign controlled intersection capacity analyses, and simulation & modeling. He serves as an in-house expert on innovative intersection treatments and traffic signal operations.

Mr. May has served as traffic engineer for more than 300 traffic studies in more than 80 communities – urban, suburban and rural. Studies range in size from investigating isolated intersection safety, to performing complex corridor studies, to retiming entire cities, to investigating the impacts of small to over 2,200+ acre development plans. He has also evaluated and/or modified numerous traffic studies conducted by other firms on behalf of public sector review agencies. He occasionally co-instructs short courses at UW-Madison, and he guest lectures classes at Marquette University and UW-Milwaukee.



DON LEE, P.E.

Senior Traffic Engineer

Specialties:

Conceptual Design Comparisons
Pedestrian Safety Studies
Corridor Studies
Traffic Impact Studies
Intersection Control Evaluations (ICE)

Education:

BS Civil Engineering,
University of Wisconsin – Milwaukee, 1994

BBA Marketing & Finance,
University of Wisconsin – Milwaukee, 1988

Certifications:

Professional Engineer, 1998
WisDOT SE Region Certified
TIA Preparer (SE05-804-046)

Professional Affiliation:

Institute of Transportation Engineers,
Wisconsin Chapter

American Public Works Association,
Wisconsin Chapter

1.800.605.3091

Direct: 414.763.7163

dlee@tadi-us.com

www.linkedin.com/in/djleetraffic

Mr. Lee is a senior traffic engineer with Traffic Analysis & Design, Inc. (TADI). His current responsibilities include conducting conceptual design comparisons, pedestrian safety studies, safety assessments, corridor studies, traffic impact studies, Intersection Control Evaluations (ICE), and traffic signal design.

Don has a diverse background in the planning and design of transportation facilities with over 22 years of work experience including WisDOT project management, roadway conceptual and final design, construction inspection, traffic signal design, and traffic analysis of unsignalized and signalized intersections. His well-rounded design experience helps him identify feasible, constructible and cost-efficient transportation solutions.

Don also has extensive experience having worked on many high profile politically sensitive projects in Southeast Wisconsin over his career including the demolition of the Park East freeway and construction of a replacement at-grade roadway in Milwaukee's CBD, the construction of Canal Street within the City of Milwaukee's Menomonee Valley, the construction of the Lake Parkway in southeast Milwaukee and the construction of the Jobs Corridor project spanning the border of the City of Milwaukee and the Village of Menomonee Falls. Don has completed over 25 PS&E packages for various WisDOT design projects. His strong people skills allow him to identify, gain consensus on and implement solutions for complex transportation projects.



AMY C. POMEROY, P.E.

Traffic Engineer

Specialties:

Traffic Data Collection Management
Intersection Capacity Analysis
Traffic Impact Studies
Traffic Safety Studies

Education:

B.S. Civil Engineering,
University of Wisconsin – Milwaukee, 1992

Certifications:

Professional Engineer, Wisconsin, 1998

Professional Affiliations:

Institute of Transportation Engineers, Wisconsin
Chapter

1.800.605.3091

Direct: 414.803.3712

apomeroy@tadi-us.com

www.linkedin.com/in/apomeroy

Ms. Pomeroy is a traffic engineer with Traffic Analysis & Design, Inc. based in Cedarburg, Wisconsin. Her primary responsibilities include both intersection and corridor safety studies as well as traffic count data management. Ms. Pomeroy has also assisted with intersection capacity analyses, corridor studies, traffic impact analyses, and development of optimal signal timing plans.

Ms. Pomeroy has over fifteen years of work experience including seven years' experience with safety and speed projects throughout the state of Wisconsin, including both corridor and intersection analysis. Ms. Pomeroy is responsible for compiling crash data utilizing both the MetaManager program and the WisTransportal Crash Data site, reviewing MV4000 crash report forms, creating intersection and corridor collision diagrams, calculating crash rates and identifying potential safety improvements. Ms. Pomeroy has worked closely with WisDOT personnel analyzing state highway corridors, providing Safety Screening Analysis Reports and completing DSR Crash Analysis forms. Ms. Pomeroy has performed speed studies along several corridors, analyzed the speed data, calculated 85th percentile speeds and recommended safe speed limits for those corridors. In addition to safety and speed study work, Ms. Pomeroy has played an integral role in data collection management and processing count data for WisDOT for the past eight years.

Proposed Fee Schedule

Company Name: TRAFFIC ANALYSIS & DESIGN, INC. (TADI)

Company Address: N36 W7505 BUCHANAN CT

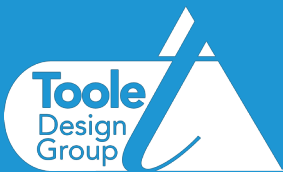
Company Address: CEDARBURG, WI 53012

Company Representative: JOHN A. BIEBERITZ

Signature: 

Fee (Total): \$ 17,131.00

1. Attend a kickoff meeting with Staff and conduct a field visit.	\$ 1,371.20
2. Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$ 2,975.26
3. Attend one public information meeting in the evening with the neighborhood association.	\$ 1,358.80
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$ 2,055.78
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$ 1,783.32
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$ 2,674.98
7. Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$ 2,617.60
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$ 2,294.06



Broadway Pedestrian Crossing Study

Proposal to the City of De Pere • June 22, 2016





16 North Carrol Street
Suite 200
Madison, WI 53703
608.663.8080
www.tooledesign.com

July 19, 2016

Eric Rakers, P.E., City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-8304

Submitted via email to erakers@mail.de-pere.org

Re: Request for Proposals for the Broadway Pedestrian Crossing Study

Dear Mr. Rakers and Members of the Selection Committee:

Toole Design Group, LLC (TDG) is pleased to respond to your Request for Proposals (RFP) for the Broadway Pedestrian Crossing Study. Our response includes a description of our qualifications, the fee schedule provided in the RFP, resumes for key staff who will be involved in the Study, and brief descriptions of relevant projects we have completed for other communities and agencies.

COMPANY QUALIFICATIONS

TDG is the nation's leading full-service planning, engineering and landscape architecture firm specializing in integrated multimodal transportation. We have extensive experience planning and designing facilities designed to improve pedestrian safety and comfort. Our relevant company qualifications are highlighted below.

- **Knowledgeable about all Aspects of Pedestrian Crossing Safety:** Developing a pedestrian crossing study requires expertise with multimodal data collection and analysis, crash typing, countermeasures, and an understanding of traffic operations, geometric design, and user characteristics and behaviors. Our staff have broad experience in all these areas.
- **Skilled at Identifying Best Practices and Developing Guidelines:** TDG has extensive experience researching and developing best practices for a variety of clients from the Institute of Transportation Engineers and federal agencies to state departments of transportation, metropolitan planning organizations, and local governments. TDG is at the forefront of research in data collection and monitoring methods, and multimodal transportation analysis techniques. TDG recently authored a report for the Federal Highway Administration (FHWA) titled "Achieving Multimodal Networks: Applying Design Flexibility & Reducing Conflicts" that includes sections on traffic calming, transitions to main streets, and pedestrian accessibility that is particularly relevant to this Study.
- **Public Engagement Experts:** Effective public engagement will inform the recommendations of this Study. It is important to involve local residents and other key stakeholders in an effective and meaningful way to ensure that their concerns about crossing Broadway are heard, and the Study recommendations address these concerns. Our approach includes an interactive, participatory process that has been refined through hundreds of successful projects throughout the U.S.

FEE SCHEDULE

The fee schedule provided with the RFP is included with this proposal. As detailed in the RFP, the fee schedule includes two separate pedestrian counts and a traffic gap analysis. Pedestrian counts will be conducted at two locations within the Study corridor covering a two-hour AM period, and a three-hour PM period. A traffic gap analysis will cover the peak hour and will be performed at one location within the Study corridor. The fee schedule also includes a public informational meeting to solicit concerns and input from residents about pedestrian issues crossing Broadway, and presentations to the Board of Public Works and the Common Council.

RESUMES AND RELEVANT PROJECTS

Resumes for key staff who will work on this study are included in this proposal. **Kevin Luecke**, Director of TDG's Madison office, will serve as Project Manager and will oversee a team of engineers and a landscape architect. All TDG staff involved in the project have worked on pedestrian projects, from planning new pedestrian corridors and treatments, to designing pedestrian facilities and performing pedestrian safety analysis.

Descriptions of similar projects TDG has performed are also included in this proposal. The projects cover a range of project types that are relevant to the Broadway Study, and all of the included projects were worked on by at least one team member from this proposal.

ALTERNATE STUDY APPROACH

The City has described the issues for pedestrians crossing Broadway in the RFP and has articulated a thorough process for assessing issues and developing recommendations. The fee schedule included in this proposal provides TDG's proposed fee to accomplish these tasks as described in the solicitation.

However, we would like to suggest as an alternative a charrette-based approach that we believe can be more cost-effective and holistic. In addition to examining pedestrian crossings of the existing street, a charrette process would allow for examination of alternatives such as reducing the number of travel lanes from four to three (one in each direction with a center turn lane), which tends to slow traffic speeds and ease pedestrian crossing, without reducing throughput in many instances (this would require modeling of traffic operations to determine feasibility).

An ideal approach for a charrette for this Study would be as follows:

- Day 1: Project team arrives, meets with staff, tours the corridor, and hosts a public meeting to solicit input about pedestrian issues in the Study area.
- Day 2: The project team conducts pedestrian counts and a traffic gap analysis, and begins developing initial recommendations.
- Day 3: The project team conducts any necessary focus groups or interviews with key stakeholders, refines recommendations, and hosts a public meeting to unveil draft recommendations.

Following the conclusion of the charrette, TDG would formalize the recommendations developed during the charrette, develop cost estimates for the recommendations, and provide the more generalized crosswalk recommendations requested by the City in Task 6 of the RFP. The recommendations would be presented to the Board of Public Works and Common Council, as required in the RFP.

Our proposed fee for this alternate approach is \$31,530. We would be happy to further discuss the benefits of this approach with you.

ABILITY TO DELIVER SERVICES

TDG's Madison office is a fully multi-disciplinary office with engineers, planners, designers and public outreach specialists. Our reputation for high quality work and excellent client service has allowed us to grow and establish a strong presence in Wisconsin. We are a registered Disadvantage Business Enterprise (DBE) in Wisconsin.

In conclusion, we would like to thank you for the opportunity to submit this proposal. TDG will commit our staff and resources throughout the duration of this project. Furthermore, we share the City of De Pere's commitment to optimizing streets for the safety of all users. If you have any questions, please do not hesitate to contact our proposed Project Manager, Kevin Luecke at kluecke@tooledesign.com or by phone at 608.663.8081. I can be reached by phone at 301.927.1900 x106 or email wschultheiss@tooledesign.com. Thank you for your consideration of our team.

Thank you,

William Schultheiss, P.E.
Vice President, Senior Engineer



KEY PERSONNEL

Toole Design Group (TDG) has selected a group of highly experienced planners, engineers, and landscape architects who have been involved in pedestrian studies and analysis for a number of years. Their resumes are enclosed.



William Schultheiss, P.E.

Principal-in-Charge, QA/QC

Bill Schultheiss has over 18 years of experience in bicycle and pedestrian planning and design, and serves as an expert consultant on bicycle and pedestrian projects throughout the United States. As a registered professional engineer, he has overseen or led the retrofit design of over 300 miles of streets to improve safety of all modes of travel while making bicycling and walking an attractive option. Because of his expertise, Bill has worked on a wide variety of national research and design guidelines for the American Association of State Highway Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), Maryland State Highway, Massachusetts Department of Transportation, Washington, DC, Boston, MA, Baltimore, MD, and Seattle, WA.

Selected Project Experience

- **Bike Walk Twin Cities: Improving Conditions for Walking and Biking Planning Study**, Minneapolis and Saint Paul, MN
Bill was Project Manager for this contract, providing quality control and coordination between partner agencies. TDG developed 12 corridor planning assessments to improve bicycle and pedestrian access and safety. Preliminary design plans were developed from the 10% to 90% design level for each project. Project types ranged from bicycle boulevards, paths, bicycle lanes, sidewalks, and intersection redesign. Bill assisted with field assessments and development of recommendations for all projects.
- **Glencarlyn Street and Sidewalk Master Plan**, Arlington, VA
Bill served as the Project Engineer for the Glencarlyn neighborhood sidewalk plan in Arlington, VA. The plan for sidewalks improves pedestrian safety while maintaining the neighborhood's unique character. As Project Engineer, Bill conducted pedestrian counts and inventoried and mapped sidewalks, pedestrian travel patterns, lighting, parking, and street trees. The Master Plan established a priority pedestrian route for sidewalk construction and presents design recommendations for sidewalks, roadways, and intersections.
- **Maryland Avenue NE Pedestrian Safety Corridor Design**, Washington, DC
As Project Manager and lead design engineer, Bill has developed conceptual design alternatives for community and inter-agency review to improve multimodal safety of the roadway. The alternatives provided options for multi-leg intersection geometric improvements, green street drainage improvements, and a potential road diet to calm traffic. A significant component of the project is analyses of existing and future traffic conditions. The project required an intensive public process culminating in the development of preliminary engineering drawings for the preferred alternative and construction documents for an interim pilot project.

Professional Highlights

- Toole Design Group: 2003-Present
- Earth Tech, Inc: 1999-2002
- SEA Consultants: 1998-1999
- Anderson Nichols & Co. Inc.: 1996-98

Education/Certification

- Bachelor of Science, Civil Engineering, Northeastern University: 1998
- Professional Engineer: WI

Training Expertise

- Pedestrian Safety
- Manual on Uniform Traffic Control Devices
- Safe Routes to School
- Bicycle Safety
- Road Safety Audits
- Accessible Design

Appointments/Affiliations

- National Committee on Uniform Traffic Control Devices-Bicycle Subcommittee and Pedestrian Taskforce
- Institute of Traffic Engineers
- Association of Pedestrian and Bicycle Professionals



Kevin Luecke

Project Manager

Kevin Luecke is the Director of TDG's Madison, Wisconsin, office. Kevin is a multimodal transportation planner with a broad background in active transportation planning and policy. He has worked with communities large and small, as well as state departments of transportation, and federal agencies to improve bicycling and walking safety. Kevin is adept at facilitating community engagement and developing solutions that are tailored to and appropriate for each community or region he works with. At TDG, Kevin has managed projects that have recommended hundreds of miles of bicycle and pedestrian facilities, researched pedestrian and bicycle issues for the Federal Highway Administration (FHWA), and conducted numerous public outreach events to engage citizens in various planning activities.

Selected Project Experience

- **Downtown Appleton Mobility Study**, Appleton, WI
TDG was responsible for analyzing bicycle and pedestrian access and recommending improvements in connectivity. As Project Manager, Kevin led an existing conditions assessment that included analysis of pedestrian utilization, crossing conditions, and connectivity. Based on this analysis, Kevin developed facility and programmatic recommendations focused on improving pedestrian and bicyclist safety, comfort, and connectivity.
- **FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety**
Kevin worked as a planner on this study and guide commissioned by the FHWA. Kevin conducted research into the common and exemplary practices of communities and state Departments of Transportation (DOT) in maintaining pedestrian facilities. Practices cover pedestrian facilities, including sidewalks, trails, crosswalks, and pedestrian signals. Kevin produced a series of recommended practices for pedestrian facility maintenance that formed the foundation for the guide.
- **Greening America's Capitals - Madison**, Madison, WI
Kevin served as Senior Planner for this project in Madison sponsored by the U.S. Environmental Protection Agency. Kevin was part of a team that developed multiple alternatives and concepts to improve bicycle and pedestrian friendliness at five locations in the Triangle Neighborhood. The final report made recommendations for improved pedestrian crossings of three arterial streets and improved bicycle and pedestrian connectivity within and through the neighborhood.
- **Wauwatosa Bicycle and Pedestrian Facilities Plan**, Wauwatosa, WI
Kevin served as Assistant Project Manager for this comprehensive bicycle and pedestrian plan for the City of Wauwatosa, adjacent to Milwaukee. Kevin performed an existing conditions assessment and GIS analysis that led to recommendations for new pedestrian facilities and crossings, improvements to existing pedestrian facilities, and a comprehensive bikeway network.

Professional Highlights

- Toole Design Group: 2012-Present
- Bicycle Federation of Wisconsin: 2009-2012

Education/Certifications

- Master of Public Administration, and Master of Science, Urban and Regional Planning, Certificate in Transportation Management and Policy, University of Wisconsin: 2009
- Bachelor of Arts, History and Political Science, Northwestern University: 1998

Affiliations

- Association of Bicycle and Pedestrian Professionals



Jennifer Hefferan, RLA

Planner

Jennifer Hefferan has 15 years of experience applying her Landscape Architecture and Urban Design expertise to transportation projects. Jennifer is an expert in pedestrian crosswalk safety. She worked for eight years as the Safe Routes to School (SRTS) Coordinator for the District Department of Transportation (DDOT), overseeing a variety of engineering, education, enforcement, and encouragement projects. She is skilled in both planning and design and has experience applying real-world design principles to planning projects. She is knowledgeable about the operational characteristics of pedestrians and bicyclists and physical roadway design characteristics. Jennifer served as president of the Association of Pedestrian and Bicycle Professionals from 2012 through 2014.

Selected Project Experience

- **Midtown Springfield Pedestrian Circulation Plan and Design Guidelines**, Springfield, VA
As Planner on this project, Jennifer developed a plan showing preferred circulation patterns within a redeveloping area in Springfield, VA. As part of the project, she also wrote and illustrated best-practice guidance for pedestrian-friendly development.
- **MassDOT Complete Streets On Call**, Acton, Medford, and Winchester, MA
As Senior Landscape Architect, Jennifer created concept drawings for a variety of Complete Streets projects in Acton, Medford, and Winchester. The projects included a variety of proposed changes to improve conditions for pedestrians and bicyclists, including bike lanes and crosswalk safety improvements.
- **Downtown Appleton Mobility Study**, Appleton, WI
As Senior Landscape Architect, Jennifer is assisting with the pedestrian and bicycle element of the Downtown Appleton Mobility Study. She analyzed existing conditions for pedestrians and bicyclists in Downtown Appleton and developed the Existing Conditions Memo summarizing the findings. Jennifer also helped with the creation of recommendations for improving pedestrian access and safety.
- **Maryland State Highway Administration Bicycle and Pedestrian Design Guidelines**
Jennifer served as Landscape Architect. She prepared design details showing preferred methods of accommodating pedestrians and bicycles on Maryland roadways. Details included recommended sidewalk widths, pedestrian signs and signals, and bicycle lane design.
- **Winchester-Frederick, Virginia Bicycle and Pedestrian Mobility Plan**, Winchester-Frederick, VA
As part of the project, Jennifer identified and prioritized potential improvements for pedestrians and bicycles and developed design guidance for the accommodation of pedestrians and bicycles within the Winchester-Frederick Metropolitan Planning Organization (MPO).

Professional Highlights

- Toole Design Group: 2015-Present, 2004-2007
- District Department of Transportation: 2008-2015
- Lardner/Klein Landscape Architects, P.C.: 2002-2004
- City of Seattle Department of Transportation, Pedestrian and Bicycle Program: 2001-2002
- Washtenaw Engineering: 2000

Education/Certification

- Master of Landscape Architecture and Certificate of Urban Design, University of Washington: 2002
- Bachelor of Science, University of Michigan: 2000
- Registered Landscape Architect: VA

Appointments/Affiliations

- President of Board of Directors: Association of Pedestrian and Bicycle Professionals: 2012-2014

Publications/Presentations

- ITE Journal (January 2004) "The City of Seattle, WA, USA, Crosswalk Inventory and Improvement Plan."
– Co-author



Hannah Pritchard, P.E., PTOE

Traffic Gap Analysis

Hannah Pritchard is an engineer with a background in transportation planning and traffic engineering. She will lead the engineering aspects of the project. Hannah has performed walkability trainings and audits in multiple communities around the country. She is highly capable of translating between planners and engineers and developing plans that meet a community's vision while remaining feasible from an engineering standpoint. She is an advocate for inclusive city planning, with a passion for incorporating walkable designs into Complete Streets projects.

Selected Project Experience

- **Wichita Pedestrian Master Plan**, Wichita, KS
Hannah served as a transportation engineer assisting the City of Wichita in creating its first Pedestrian Master Plan. The project was driven by numerous citizen surveys that indicated a desire to increase the level of walking satisfaction and to make walking safer within the City. Hannah was responsible for developing the project prioritization process for use by the City in implementing future pedestrian infrastructure projects.
- **State Highway 125 Needs Identification Study**, Appleton, WI
Hannah performed traffic analysis using Synchro 9.0 for the intersection of State Highway 125 and Memorial Drive/Richmond Street in Appleton, WI. This intersection was identified as a high crash location for bicycles and pedestrians. Hannah provided safety recommendations, including limiting right turn on red and the incorporation of a leading pedestrian interval, as well as the operational impacts of incorporating these concepts.
- **McKinley Elementary School**, Arlington, VA
Hannah was a Traffic Engineer for the McKinley Elementary School baseline data collection for the Arlington Public Schools Multimodal Transportation Planning project. Hannah's tasks include QA/QC of existing multimodal traffic data and existing traffic conditions at five study intersections and establishing trip generation for proposed conditions. Hannah's work included Synchro 8.0 analysis.
- **Kiawah Island Transportation Services**, Kiawah Island, SC
Hannah served as the traffic engineer for the evaluation of multimodal improvements in the island community of Kiawah. Hannah performed a traffic study to evaluate the impacts of this improvement on internal intersections on the island, as well as general recommendations to resolve existing traffic issues. In addition, recommendations were made to provide bicycle and pedestrian access to the new fitness center location.

Professional Highlights

- Toole Design Group: 2013-Present
- Parsons Brinkerhoff: 2006-2013

Education/Certification

- Master of Science, Civil Engineering, Michigan State University: 2009
- Bachelor of Science, Civil Engineering, Michigan State University: 2004
- Professional Engineer: MI , MN
- Professional Traffic Operations Engineer: 2015

Appointments/Affiliations

- Institute of Transportation Engineers
- Women's Transportation Seminar

Technical Proficiencies

- Synchro 5.0 – Synchro 8.0
- SimTraffic
- HCS
- SPSS



Oscar Garcia
Project Engineer

Oscar Garcia is a civil engineer with more than fourteen years of experience in roadway design for new construction and rehabilitation of existing urban and rural roadways in Wisconsin, Maryland, Virginia, and the District of Columbia. He has experience in the application of civil engineering principles for roadway designs, maintenance of traffic, drainage, and analysis of safety and other construction issues related to highway projects, including the preparation of engineering documents such as cost estimates and construction drawings.

Selected Project Experience

- **Planning and Environmental Linkages Study for the Madison Beltline**, Madison, WI

Oscar is assisting in a feasibility study for proposed pedestrian and bicycle underpasses at the intersection of the Madison Beltline off ramp at Exit 257 and S. Whitney Way. He has been responsible for the analysis of existing conditions and the design on horizontal and vertical alignments for the underpasses and trail connection to existing facilities.

- **Florence School District 1**, Florence, SC

Oscar has been responsible for the design and preparation of plans for the proposed sidewalks for three different streets in the vicinity of two schools in the City of Florence, SC. Oscar is doing the modeling in Inroads in order to provide plans, profiles and cross sections as well as an engineer's estimate.

- **East Riverdale- Beacon Heights Sector Plan**, Riverdale Park, MD

Oscar provided assistance on the analysis of the existing conditions and the current improvement plans for MD 410 and MD 201 roadways to determine if these conditions meet the Maryland State Highway Administration (SHA) criteria and satisfy the future pedestrian demands due the construction of the Purple Line rail transit stations in the vicinity of these corridors.

- **City of Easley - Brushy Creek Greenway**, Easley, SC

Oscar is involved in the preparation of plans and geometric design for this existing trail. Oscar is assisting in the evaluation of the existing conditions and the Inroads modeling to develop plan, profiles, and cross sections for the upgrades to the existing trail.

- **Mount Vernon Existing Conditions**, Alexandria, VA

Oscar has been responsible for the design of the pavement marking and signing of an on street bicycle facility in the City of Alexandria. He participated in the development of different concepts up to the final design that met the requirements of the client.

- **Minuteman Bikeway Wayfinding Design**, Lexington, MA

Oscar is assisting in the preparation of plans and selection of types and locations of wayfinding signs for the Minuteman Commuter Bikeway.

Professional Highlights

- Toole Design Group: 2015-Present
- Parsons Transportation Group: 2004-2015
- Wallace Montgomery and Associates: 2002-2004

Education/Certification

- Master of Engineering, University of Florida: 2002
- Bachelor of Science, Civil Engineering, Pontificia Universidad Javeriana, Bogota, Colombia: 1999



PROJECT DATA SHEETS

Toole Design Group (TDG) has had the privilege to be part of many projects that have direct, relevant application to the City of De Pere Broadway Pedestrian Study. By providing the best technical skills in pedestrian street crossings, TDG has delivered successful projects for a wide variety of clients throughout the U.S.

Bike Walk Twin Cities: Improving Conditions for Walking and Biking Planning Study

Saint Paul and Minneapolis, MN



Toole Design Group (TDG) led an effort to improve bicycle and pedestrian access and safety on 12 priority corridors in the Twin Cities. These projects involved feasibility analyses, public and stakeholder involvement and preliminary engineering design to improve biking and walking conditions.

Preliminary design plans were developed from the 10% to 90% design level for each project. Project types ranged from bicycle boulevards, paths, bicycle lanes, sidewalks, and intersection redesign. Designs for many of these corridors had to address specific safety challenges related to heavy truck and transit vehicle traffic. Bike Walk 2012 Street Solutions is funded by Bike Walk Twin Cities, the federal non-motorized transportation pilot program administered by Transit for Livable Communities (TLC). These projects serve Bike Walk Twin Cities' larger mission of encouraging more people to bike and walk for transportation purposes.



TDG developed design solutions for each location as examples for other gaps throughout the region. The design solutions were also developed as model examples of future Complete Streets. The effort included a comprehensive assessment of field conditions for all travel modes with an emphasis on walking and bicycling barriers. The project also included a Complete Streets training for public stakeholders and extensive public participation for the most challenging corridors to build consensus for potential improvements.

Client

Transit for Livable Communities
 Steve Clark, formerly Project Manager
 626 Selby Avenue
 Saint Paul, MN 55104
 202.621.5460
steve@bikeleague.org

The site plan illustrates the proposed improvements for Naylor Road, SE. Key features include:

- Proposed Signs:** Two sets of traffic signs are shown. One set at the intersection with S Street, SE, includes a 'DC LAW' sign, a 'FOR ALL CROSSWALKS' sign with a red circle and white arrow, and a 'FULL-TIME PARKING' sign. The second set is further down the road.
- Bus Stop Relocation:** A 'RELOCATED BUS STOP' is indicated with a 'P' symbol and a 'BUS STOP' sign. The original bus stop location is marked with a 'BUS STOP' sign and a 'CLOSE ROADWAY AND EXPAND PARK' area.
- Parking and Land Use:** The plan shows 'FULL-TIME PARKING' areas, a 'HOUSING COMPLEX', a 'CHURCH', and a 'CHURCH PARKING' area. A 'CURB EXTENSION WITH SIDEWALK' is also shown.
- Infrastructure:** The plan includes a 'SIDEWALK', a 'DRIVEWAY', and a 'TWIN RING'.
- Dimensions:** Various dimensions are noted, such as 10', 12', 11', and 6'.
- Orientation:** A north arrow is located in the bottom right corner, pointing towards the top right.

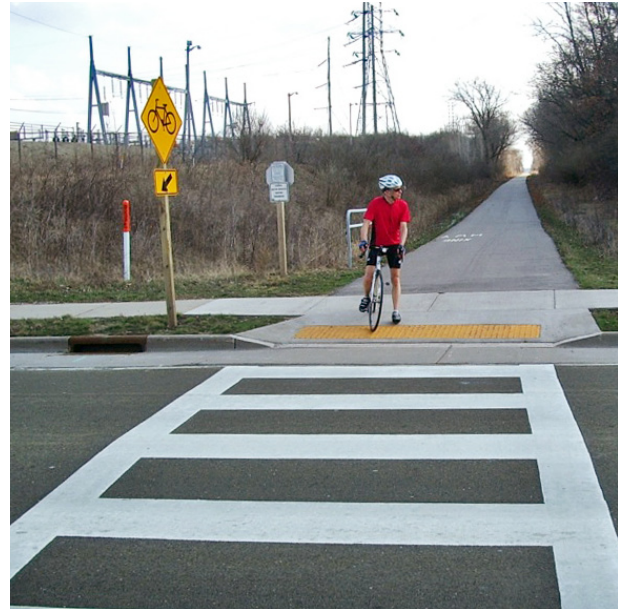
Packet Pg. 131

Badger Trail Recommendations

Madison, WI



The Badger Trail is a 40-mile state trail on the former Illinois Central Gulf Railroad corridor between the City of Madison and the Illinois state line. This trail provides a regional connection to such trails as the Capital City State Trail, Military Ridge State Trail, the Ice Age National Scenic Trail, and the future Cannonball Trail. Within the City of Madison, the Badger Trail is one of the busiest trails. The portion of the path which was studied in this report was opened in the fall of 2010, but soon concerns were raised about some of the road crossings of the trail.



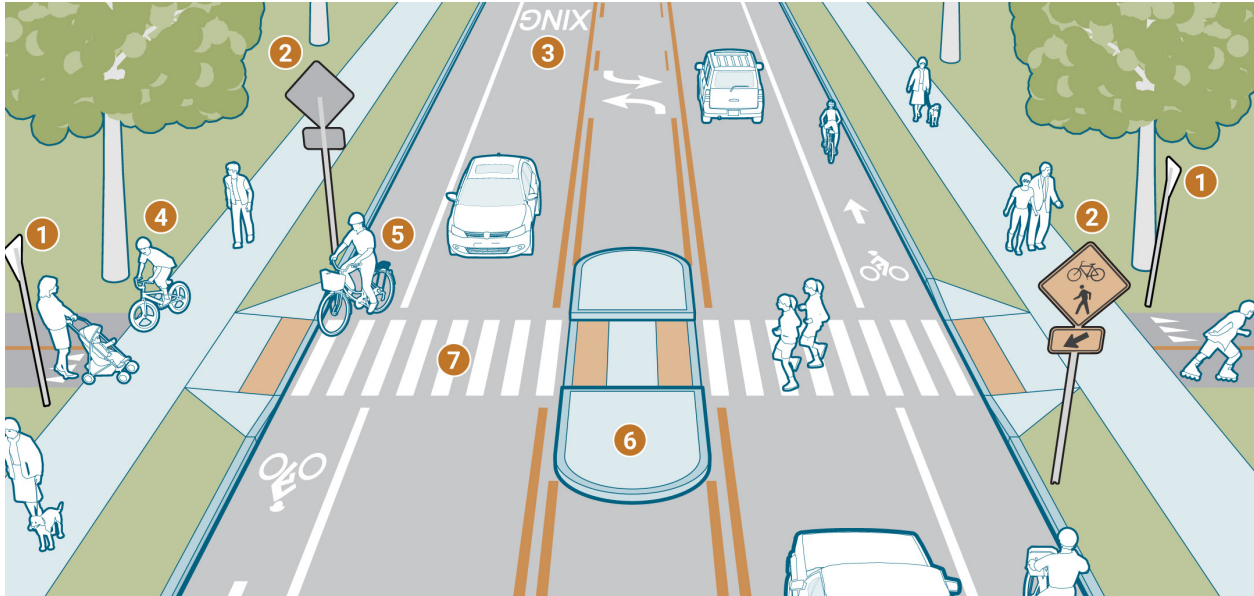
As part of the Wisconsin Department of Natural Resources's (DNR) ongoing commitment to trail safety, the DNR requested Toole Design Group (TDG) review various aspects the trail from the City of Madison to the end of the paved portion of the path just beyond the City of Fitchburg. The report's scope included the analysis of eight trail-roadway crossings, recommendations regarding the type of marking material for a trail center line, and recommendations for education and enforcement efforts to improve communication and interactions between motorists, bicyclists, and pedestrians.

Client

Wisconsin Department of Natural Resources
 Brigit Brown, State Trails Coordinator
 PO Box 7921
 Madison, WI 53707
 608.266.2183
 brigit.brown@wisconsin.gov

Achieving Multimodal Networks: Applying Design Flexibility & Reducing Conflicts

Federal Highway Administration



Flexibility in Pedestrian and Bicycle Facility Design

Toole Design Group (TDG) is working with the Federal Highway Administration (FHWA) on the development of the Flexibility in Pedestrian and Bicycle Facility Design Resource. The major components to the project include public outreach; background context (i.e. literature review and case studies); applications of flexibility (comprehensive list of applications of flexibility); cut sheets (i.e. ten cut sheets that highlight examples of where design flexibility was used to achieve well-connected bicycle and pedestrian network with more comfortable, safe, and accessible facilities); and a summary document to be incorporated into the FHWA's Strategic Agenda for Pedestrian and Bicycle Transportation.

The goal of this project is to develop a resource that identifies specific examples of design flexibility, and to do it in a concise, straightforward and highly illustrative way. This resource will complement, rather than duplicate existing guidance that has been created by the FHWA, American Association of State Highway and Transportation Officials (AASHTO), National Association of City Transportation officials (NACTO), Institute of Transportation Engineers (ITE), and others.

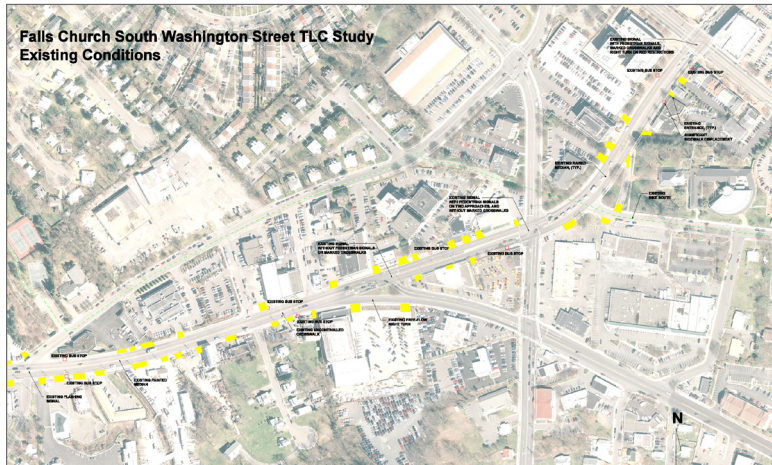
Multimodal Conflict Points

TDG is working with the FHWA on the Multimodal Conflict Points Guide. The purpose of the Guide is to assist jurisdictions, planners, and designers on how to reduce conflicts where various transportation modes intersect. The Guide includes a literature review of the topic, stakeholder outreach including a Technical Working Group (TWG), on-site assessments, and typical scenario cut sheets. The Guide consists of 12 typical scenario cut sheets that vary in topics. The cut sheets focus on strategies to reduce modal conflicts in various scenarios including transit stations, bus stops, shared use paths, schools, accessibility, and bicycle facilities. The Guide was completed in May 2016.

Client

Federal Highway Administration
Office of Human Environment
Daniel Goodman, Livability Team
HEPH-10, Room E74-430
1200 New Jersey Avenue SE
Washington, DC 20590
202.366.9064
daniel.goodman@dot.gov

South Washington Street Corridor Planning Falls Church, VA



The Falls Church South Washington Street Corridor Study is a small area corridor plan focusing on pedestrian and traffic management issues in an older commercial strip environment. The study establishes multimodal transportation as a cornerstone goal of all redevelopment in the area. Additional goals of the study are to improve pedestrian access and safety, transit access and overall traffic flow. As a part of the Transportation Planning Board's Transportation/Land-Use Connections Technical Assistance Program, the study provides recommendations that are transferable to other locations in the Metropolitan Washington region.

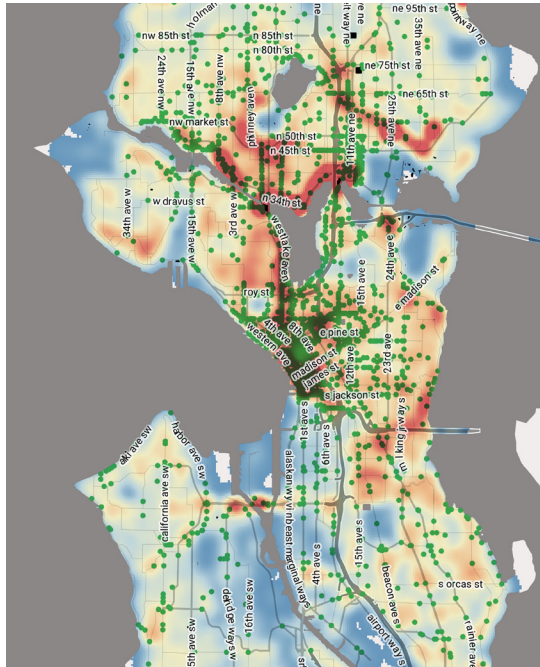
Due to the compressed time frame of the project, it was important to solicit stakeholder input efficiently. Toole Design Group (TDG) facilitated a stakeholder walking tour along the entire South Washington Street corridor, which generated many of the questions and subsequent recommendations that ended up in the plan.

Corridor recommendations are framed by a series of design principles that will guide all future development. The current street environment is heavily oriented towards automobiles and is not particularly enticing to walk through. As South Washington Street evolves, vibrant civic spaces are important for promoting community interaction and economic development. Opportunities to reduce crossing distances on South Washington Street should be explored, along with improved driveway access management. Finally, pedestrians walking along South Washington Street should benefit from pedestrian friendly land-use and urban design. Recommendations provide specific examples of how land-use and building form can improve the pedestrian experience for future visitors.

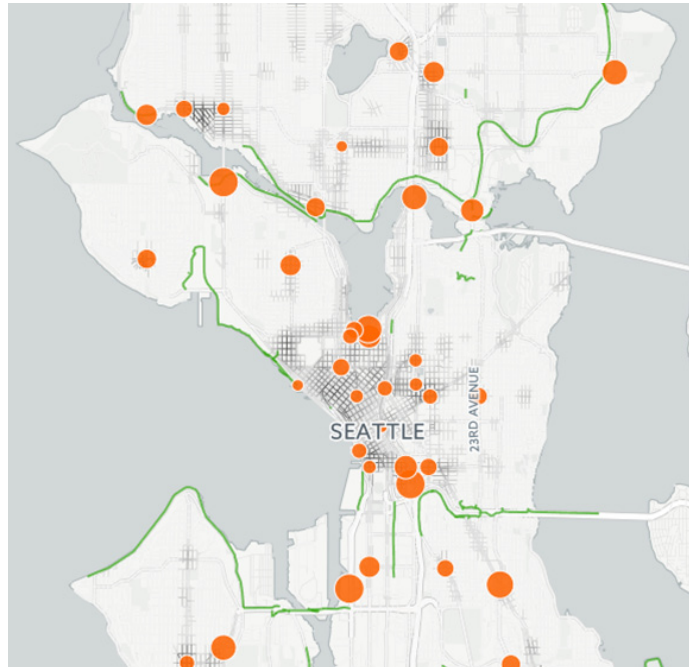
Client

Metropolitan Washington Council of Governments
John Swanson, Principal Transportation Planner
777 North Capitol Street, NE, Suite 300
Washington, DC 20002
202.962.3295
jswanson@mwkog.org

Bicycle and Pedestrian Safety Analysis Seattle, WA



Toole Design Group (TDG), in cooperation with a team of researchers from multiple universities, is analyzing Seattle's robust collision and roadway data to identify the factors, or combination of factors, that are contributing most significantly to pedestrian and bicycle collisions. The results of this analysis are anticipated to allow Seattle to proactively address safety issues through systemic improvements and uniform street design approaches. The project will also identify a



prioritized list of safety projects and the top projects will be designed at 30%. Another major deliverable of the Safety Analysis project is development of a suite of GIS-based analytical tools informed by the data analysis work that the City will be able to use on a periodic basis to analyze collision data, identify new bicycle and pedestrian safety improvements, and track performance implemented facilities.

Client

Seattle Department of Transportation
Monica Dewald, Senior Civil Engineering Specialist
700 Fifth Avenue, Suite 3800
Seattle, 98104
206.684.5374
monica.dewald@seattle.gov

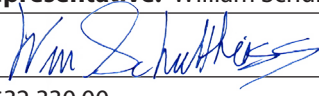
Proposed Fee Schedule

Company Name: Toole Design Group, LLC

Company Address: 16 North Carroll Street, Suite 200
Madison, WI 53703

Company Representative: William Schultheiss, P.E.

Signature:



Fee (Total): \$32,330.00

TASK	DESCRIPTION	COST
1.	Attend a kickoff meeting with Staff and conduct a field visit.	\$4,645.00
2.	Conduct two pedestrian counts and traffic gap analysis for pedestrian crossing.	\$7,145.00
3.	Attend one public information meeting in the evening with the neighborhood association.	\$2,590.00
4.	Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Street. Provide a recommendation along with a preliminary cost estimate.	\$4,425.00
5.	Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.	\$3,425.00
6.	Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.	\$2,610.00
7.	Attend a Board of Public Works meeting and Common Council meeting to present the report (2 separate meetings).	\$3,380.00
8.	Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.	\$4,110.00
Total		\$32,330.00

Request for Proposals For Broadway Pedestrian Crossing Study

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

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

PROPOSAL REQUIREMENTS:

The proposal should include the following:

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

GENERAL INFORMATION:

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

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

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

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

the Broadway/STH 172 intersection.

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

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

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

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

CONSIDERATIONS:

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

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

SCOPE OF SERVICES:

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

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

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

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

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

SCHEDULING:

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

INSURANCE:

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

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

FEE:

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

DELIVERY:

The deliverables for the project includes the following:

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

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

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

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

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

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

N. Broadway Street

PROJECT SURVEY AREA

FRONT ST

N BROADWAY ST

MORRIS ST
N WISCONSIN ST

N MICHIGAN

CASS ST



1 inch = 200 feet



Engineering Division
925 S. 6TH ST
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Broadway
Pedestrian
Crossing Study

May 2016
By: KAD

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\dupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Proposal for Claude Allouez Bridge Maintenance Study.*

The Engineering Department received proposals to evaluate the Claude Allouez Bridge and provide recommendations for maintenance and activities that should be completed over the next few years. The project involves a combination of engineering analysis tasks, including:

- Non-loadbearing cable post stud repair
- Exterior structure painting
- Miscellaneous maintenance activities not identified by the City

The total cost of this work is estimated as follows:

	Graef-USA	Robert E. Lee & Associates, Inc.	Cedar Corporation
1. Attend a kickoff meeting, including a site inspection.	\$400	\$4,170	\$1,100
2. Provide recommendations and preliminary cost estimate for repair of the railing post studs.	\$600	\$5,250	\$2,100
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$600	\$3,520	\$3,300
4. Provide additional recommendations for bridge maintenance.	\$600	\$2,500	\$1,700
5. Create technical documents and associated plans/details for the \$1,500 repair of the railing post studs.	\$1,500	\$4,390	\$4,300
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$1,500	\$4,350	\$1,300
7. Provide a summary report of maintenance activities for the railing post studs, painting,	\$600	\$5,600	\$800

and other maintenance activities.			
TOTAL	\$5,800	\$29,830	\$14,600

The staff recommendation is to accept the quote from Graef-USA, Inc. for the Claude Allouez Bridge Maintenance Study estimated at \$5,800.00. The budgeted amount for this study is \$25,000. Funds for this work are budgeted in the Tax Incremental District #5.

ATTACHMENTS:

- RFP Claude Allouez Bridge (PDF)
- GRAEF - Claude Allouez Bridge Maintenance proposal (PDF)
- De Pere Claude Allouez Bridge Inspection Proposal-Cedar Corp (PDF)
- L-Robert E. Lee Proposal for Claude Allouez Bridge (PDF)

Request for Proposals For Claude Allouez Bridge Repair

The City of De Pere would like to invite your firm to submit a proposal for engineering services for the recommendations on maintenance activities on the Claude Allouez Bridge.

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

GENERAL INFORMATION:

The City is requesting proposals from engineering firms to evaluate the Claude Allouez Bridge and provide recommendations for maintenance activities that should be completed over the next few years. The project involves a combination of engineering analysis tasks, including non-loadbearing cable post stud repair, exterior structure painting and miscellaneous maintenance activities. A detailed discussion is as follows:

Fox River – Claude Allouez Bridge Repair

The Claude Allouez Bridge is a 1,674-foot long pre-stressed concrete bridge that runs along Main Avenue connecting the East and West sides of De Pere. The bridge was constructed in 2007 and serves over 30,000 vehicles per day. The City is responsible for maintenance activities on the bridge. Maintenance to date has included annual flushing and bridge light replacement.

There are 24 - 4'8" non-loadbearing railing cable post studs on the bridge. Suspected heat expansion and pedestrian climbing has caused these studs to bend and snap. The City is planning to repair the rods as well as reinforcement measures to prevent future damage in 2017.

The substructure piers and sides of the superstructure on the bridge were painted white when constructed. The City has not evaluated the condition of the paint. The condition of paint needs to be evaluated as well as a schedule for when the bridge should be repainted.

SCOPE OF SERVICES:

The scope of services for this project shall include the following:

1. Attend a kickoff meeting, including a site inspection.
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.
4. Provide additional recommendations for bridge maintenance. Note that a structural review is completed by WisDOT every two years. This will be available for review. A structural

review of the bridge is not required.

5. Attend one progress meeting to review recommendations.
6. Create technical documents and associated plans/details for the repair of the railing post studs.
7. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.
8. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and the Council on August 16th approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement.

All work is to be completed in 2016. A preliminary estimate for the railing post studs will be required in September for inclusion in the capital improvement program.

INSURANCE:

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

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

FEE:

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

DELIVERY:

The deliverables for the project as identified which may include the following:

1. Provide technical specifications and/or details for bidding the railing post studs. Technical specifications are to be provided in a Word document.
2. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided

in a Word document. The estimate is to be provided in an Excel document.

3. Provide regulatory approvals.
4. Provide a report/memo for painting and other bridge maintenance.

The City will bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide traffic control for inspection if required by the consultant.

The City will be responsible for bidding the repairs in 2017. Documents provided by the consultant will be included in the bidding documents.

See the following attached documents:

- Attachment 1: Sample consultant agreement
- Attachment 2: Aerial view of Claude Allouez Bridge
- Attachment 3: Photos of Claude Allouez Bridge structures and damages
- Attachment 4: Cable detail drawings

Proposed Fee Schedule

Company Name: _____

Company Address (1): _____

Company Address (2): _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ _____
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ _____
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ _____
4. Provide additional recommendations for bridge maintenance.	\$ _____
5. Create technical documents and associated plans/ Details for the repair of the railing post studs.	\$ _____
6. Create technical documents and associated plans/ details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ _____
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ _____

Attachment 2: Aerial view of Claude Allouez Bridge



Attachment: RFP Claude Allouez Bridge (4973 : Consider Proposal for Claude Allouez Bridge

Attachment 3: Photos of Claude Allouez Bridge structures & damages

Photos of Claude Allouez Bridge

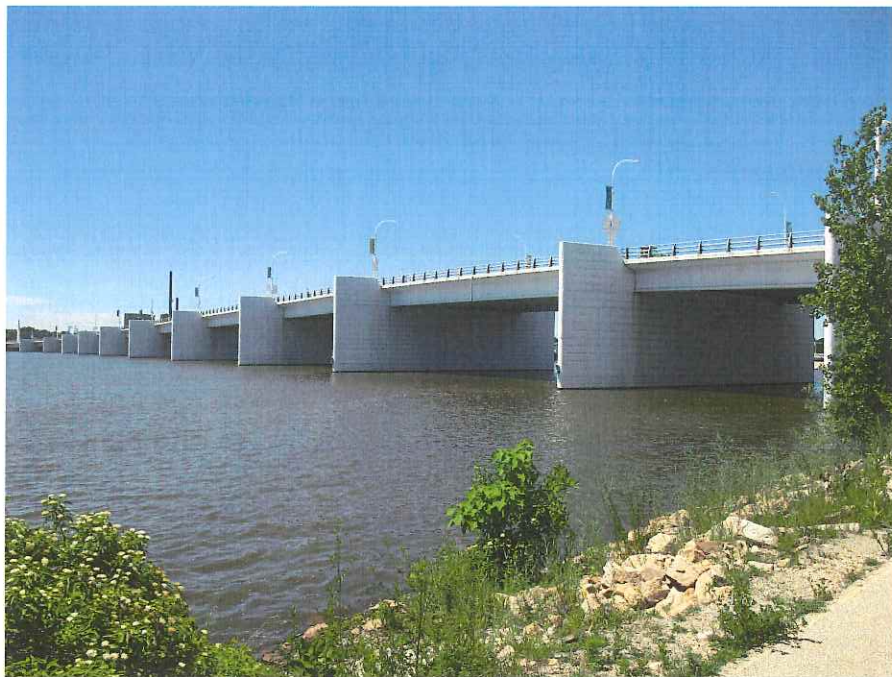


Figure 1. Claude Allouez Bridge as seen from the Southeast side



Figure 2. South Side, third pier from West bent cable

Attachment 3: Photos of Claude Allouez Bridge structures & damages



Figure 3. South side, sixth pier from West snapped cable

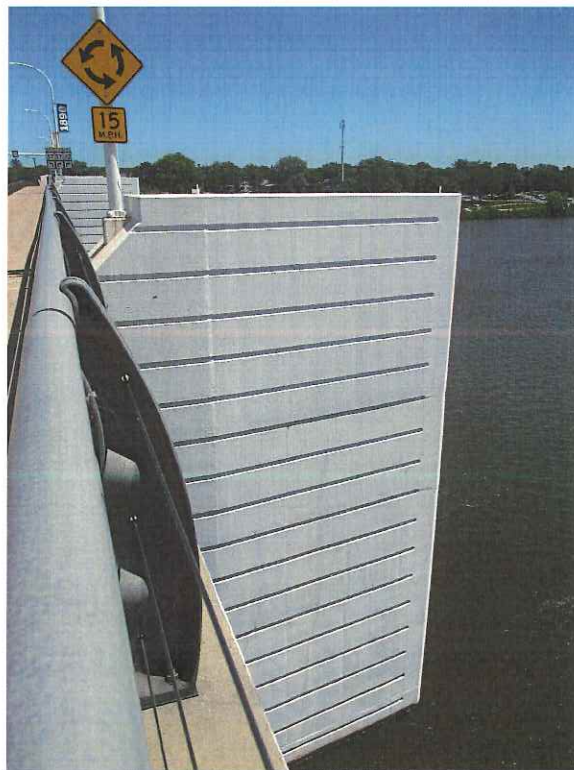
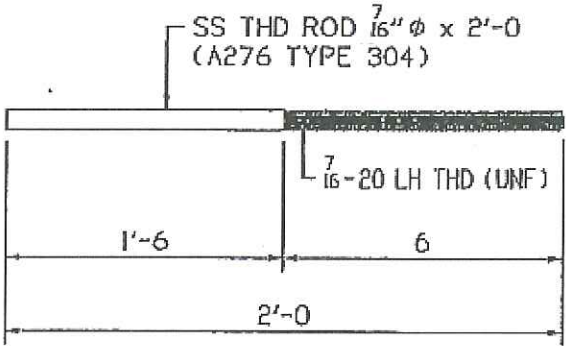
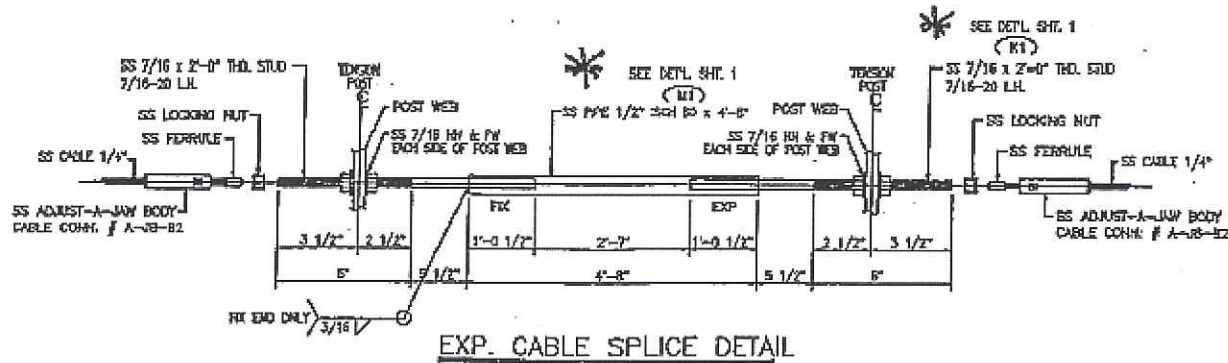
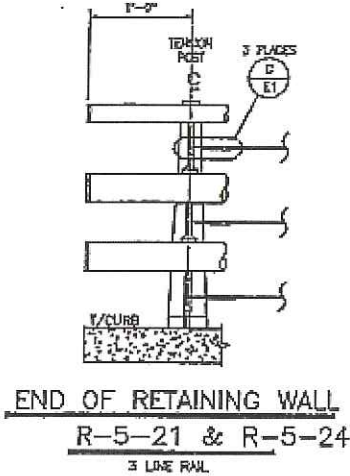
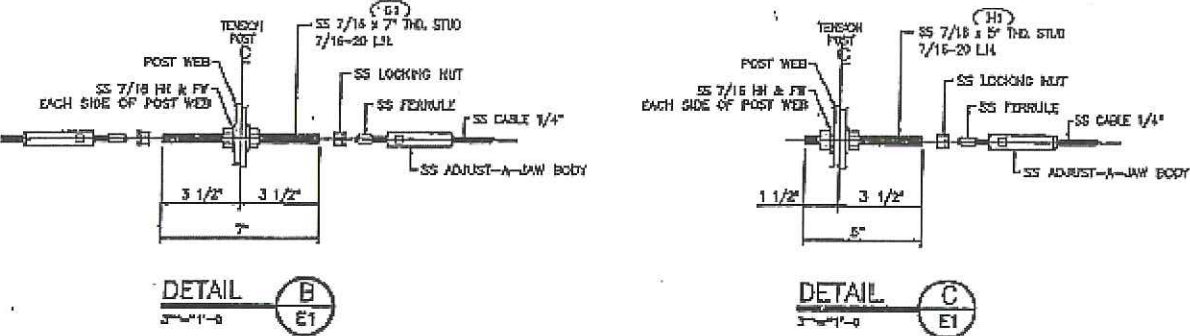
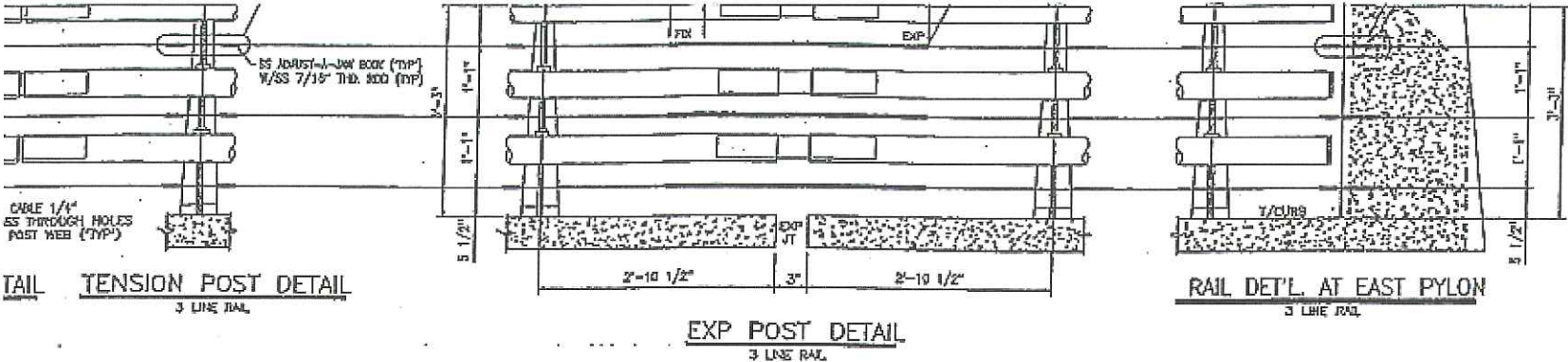
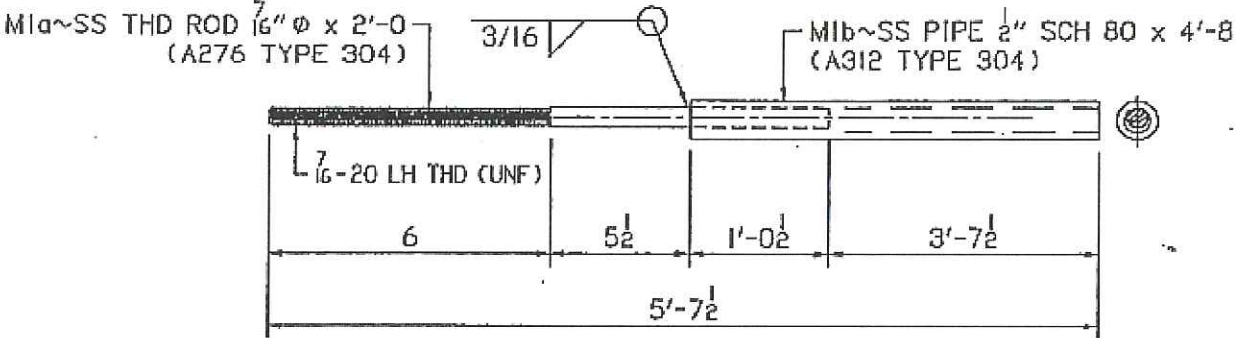


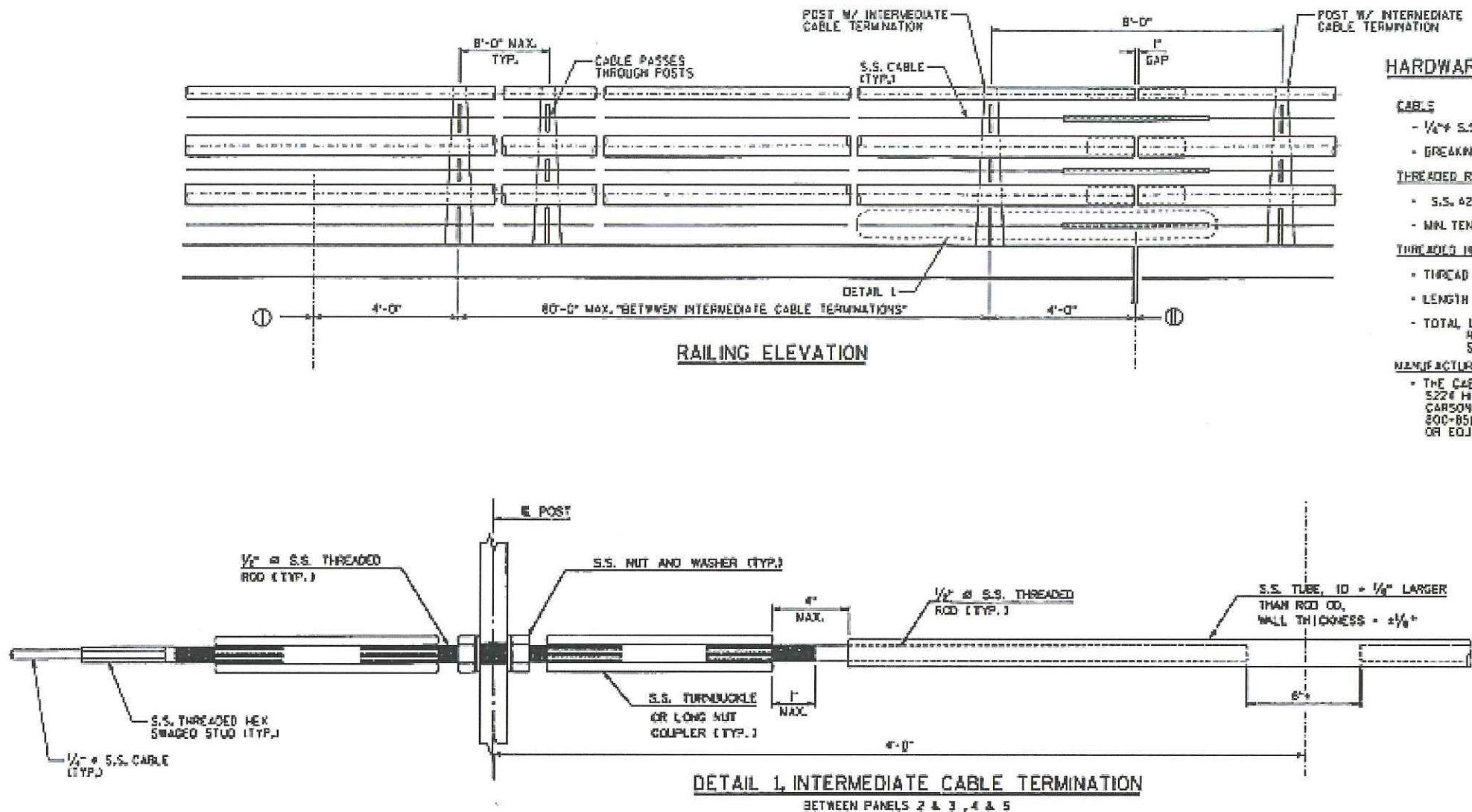
Figure 4. South side, fifth pier from East side view



~ K1
TENSION POST STUDS
CABLE SYSTEM @ EXP. JT.



~ M1
TENSION POST STUDS
CABLE SYSTEM @ EXP. JT.



HARDWARE

- CABLE**
- 1/4" S.S. 3x19 CLASS
 - BREAKING STRENGTH OF 6,900 LBS.
- THREADED ROD**
- S.S. A276 TYPE 300 OR 400 SERIES
 - MIN. TENSILE STRENGTH = 90 KSI
- THREADED HEX SWAGED STUD**
- THREAD SIZE: 1/2"-20
 - LENGTH OF THREAD: 3" MIN.
 - TOTAL LENGTH: AS MANUFACTURER REQUIRED FOR 1/4"- 3x19 S.S. CABLE
- MANUFACTURER**
- THE CABLE CONNECTION
 - 5224 HIGHWAY 50E
 - CARSON CITY, NV 89701
 - 800-851-2961
 - OR EQUIVALENT

NOTES

1. CABLES SHALL BE TIGHTENED AFTER ATTACHMENT OF RAILING.
2. INTERMEDIATE CABLE TERMINATORS SHALL BE LOCATED AT 1 R.O.

STATE PROJECT NUMBER
4190-10-71

NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STRUCTURES DESIGN SECTION			
STRUCTURE R-5-21			
CONST. SHEET	2003	DESIGN BY	RDH
		PLANS CHECKED BY	AYN
CABLE DETAILS		SHEET 13 OF 11 407	

FILE SCALE =

CLAUDE ALLOUEZ

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



collaborāte / formulāte / innovāte

July 22, 2016

Eric P. Rakers, P.E.
 City Engineer
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal – Claude Allouez Maintenance Activities

Dear Eric:

In response to your Request for Proposal dated June 28, 2016, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

We have visited the bridge and understand the challenges of the project. We are ready to work with the City to deliver a successful project.

If we are selected for the project, I will be leading the project with support as needed by technical staff in our office. I have extensive bridge experience and am a registered bridge inspector with the Wisconsin Department of Transportation.

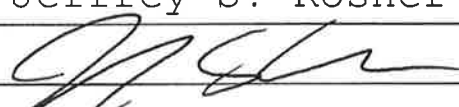
It is our understanding that the project will commence on or about Mid-August 2016.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

Jeffrey S. Rosner, P.E.
 Principal

Proposed Fee Schedule

Company Name: GRAEF
 Company Address (1): 1150 Springhurst Drive, #201
 Company Address (2): Green Bay, WI 54304
 Company Representative: Jeffrey S. Rosner
 Signature: 
 Fee (Total): \$5,800

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 400
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ 600
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ 600
4. Provide additional recommendations for bridge maintenance.	\$ 600
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ 1500
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ 1500
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ 600



1496 Bellevue St., Suite 502
Green Bay, WI 54311

920-491-9081

800-472-7372

FAX 920-491-9020

July 22, 2016

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

RE: Engineering Services Proposal
Claude Allouez Bridge Maintenance Activities

Dear Eric,

Cedar Corporation (Cedar) is pleased to provide you a proposal for design/analysis services for the Claude Allouez Bridge maintenance activities.

We have reviewed your Request for Proposal dated June 28, 2016, along with additional information received via email for this project. Cedar has highly qualified staff to complete these types of maintenance reviews and structural designs for the City. Cedar has extensive experience in inspection of bridge structures, totaling nearly 1,000. We also have extensive experience designing structures for our municipal clients and the WisDOT.

Troy Peterson, Structural Engineer, has 26 years of experience as a Professional Engineer specializing in structural design. During this time, Troy has been involved in the design of over 100 State, County, and Township bridge replacement projects. Additionally, Troy has been responsible for biennial bridge inspection of more than 700 structures.

Kyle Johnson has extensive experience in painting of bridge structures and elevated tanks. One of these projects included Kyle's painting inspection of the Michigan Street Bridge in the City of Sturgeon Bay.

The scope of services will include the following:

1. Attend a kick off meeting, including a site inspection.
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.
3. Perform an evaluation on the condition of the paint, along with recommendations and a preliminary cost estimate on a painting schedule.
4. Provide additional recommendations for bridge maintenance. Note that a structural review is completed by WisDOT every two years. This will be available for review. A structural review of the bridge is not required.
5. Attend one progress meeting to review the recommendations.
6. Create technical documents and associated plans/details for the repair of the railing post studs.
7. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.
8. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.

City of De Pere
Proposal - Claude Allouez Bridge Maintenance Activities
Page 2 of 2

Based on Cedar Corporation's review of the Site, we have the following understanding:

1. The City of De Pere will provide all traffic control during the off peak hours of 9 a.m. to 3 p.m.
2. The City of De Pere will be responsible for bidding the repairs in 2017. Documents provided by the inspection will be included in the bidding documents.
3. The visual paint inspection will include the exposed surfaces of the piers above and below the deck (but not below the water surface) and the painted portion of the girders. The access to the piers below the deck will be completed utilizing boat -- with access and approval provided by the City.
4. Any regulatory permit fees will be the responsibility of the City.

The deliverables will be as follows:

1. Technical specifications and/or details for bidding the railing post studs. Technical specifications are to be provided in Microsoft Word documents.
2. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Microsoft Word document.
3. Provide regulatory approvals.
4. Provide a report/memo for painting and other bridge maintenance.

We have reviewed the schedule and have experienced staff to meet the proposed schedule as follows:

City Board of Public Works Review and Approval:	August 8, 2016
City Council Meeting for review and approval:	August 16, 2016
Work to Commence upon signatures:	August 18, 2016
Railing Post Stud Preliminary Estimate:	September 30, 2016
Reports with technical documents and associated plans/specs:	December 2016

Cedar will provide the required insurance certificate upon authorization to commence work.

In accordance with the RFP, our Proposed Fee Schedule has been prepared and enclosed as Attachment A.

We appreciate the opportunity to provide the City of De Pere our proposal and look forward to working with you on this project. Thank you.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, P.E.
Director

CC: Troy Peterson, Cedar Corporation
Kyle Johnson, Cedar Corporation

Encl. Attachment A – Proposed Fee Schedule

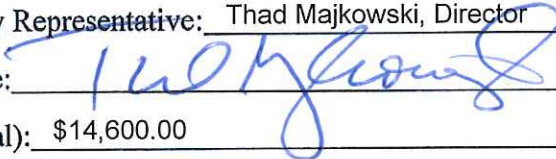
Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address (1): 1496 Bellevue Street, Suite 502, Green Bay, WI 54311

Company Address (2): _____

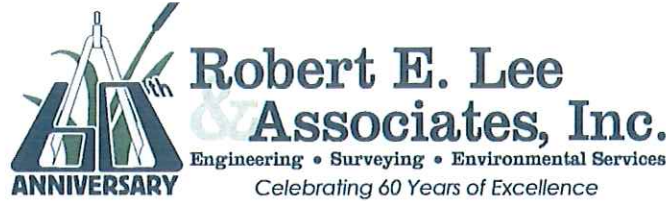
Company Representative: Thad Majkowski, Director

Signature: 

Fee (Total): \$14,600.00

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 1,100.00
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$ 2,100.00
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$ 3,300.00
4. Provide additional recommendations for bridge maintenance.	\$ 1,700.00
5. Create technical documents and associated plans/Details for the repair of the railing post studs.	\$ 4,300.00
6. Create technical documents and associated plans/details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$ 1,300.00
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$ 800.00



Green Bay Office ♦ 1250 Centennial Centre Boulevard ♦ Hobart, WI 54155-8995 ♦ 920-662-9641 ♦ www.releccinc.com

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS
925 South 6th Street
De Pere, WI 54115

RE: Engineering Design Services
Claude Allouez Bridge Maintenance Activities

Dear Mr. Rakers:

Thank you for requesting Robert E. Lee & Associates, Inc. (REL), to provide this proposal for engineering design services for the above-referenced project.

PROJECT UNDERSTANDING

The City of De Pere intends on conducting maintenance activities on the Claude Allouez Bridge over the Fox River. The maintenance activities consist of repairing the railing cable post studs, repair/repaint of the painted surfaces, and any other additional maintenance activities that are identified.

The repair of the railing cable post studs is required because the existing cable expansion devices at each one of the bridge expansion joints are damaged. This damage is suspected to be from the expansion/contraction of the bridge and/or pedestrians climbing on the cables. The project will consist of identifying what caused the damage, how to repair the damage and what can be done to prevent similar damage in the future. Options for the prevention of future damage may include adding additional support, or installing railing or fencing to prevent pedestrians from climbing on the cable.

The overall paint system on the bridge seems to be in good condition; however, areas on the east abutment exhibit extensive peeling. From our experience on other bridges, this is typically caused by painting over a dirty surface, not removing form oil from the surface, painting when the concrete is too cold, or painting before the concrete has cured. Another area that is exhibiting paint failure is on top of the piers (especially on the south side of the bridge). This may be attributed to weather conditions or improper coating thicknesses.

Additional maintenance activities that are identified at the kickoff meeting/site inspection will be addressed on an item-by-item basis.

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer

CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS

Page 2

DESIGN SCOPE OF SERVICES

Robert E. Lee & Associates proposes to complete the project according the following scope of services.

Task 1 – Kick-off Meeting/Site Inspection

1. Attend project kick-off meeting to discuss project scope, schedule, roles and responsibilities, and anticipated outcome.
2. Visit bridge site to determine extent and likely cause of the damage to the bridge rail cable, evaluate paint condition, and identify additional maintenance items. This site visit will not take the place of the biennial inspection conducted by WisDOT, and it will not include a structural review of the bridge.

Task 2 - Repair Rail Cable Post Studs

1. Develop repair alternatives and measures to prevent similar future damage to the bridge.
2. Prepare construction cost estimate for various alternatives.
3. Meet with City to present/discuss alternatives and recommendations.

Task 3 - Paint Evaluation

1. Inspect overall paint condition of the bridge to determine estimated durability and remaining life.
2. Inspect paint failure areas to determine what is causing failure and methods to repair areas.
3. Prepare construction cost estimate for various alternatives.
4. Meet with City to present/discuss alternatives and recommendations.

Task 4 - Bridge Maintenance

1. Develop a list of additional recommended maintenance items.
2. Submit list of recommended maintenance items and associated cost estimate to the City

Task 5 - Railing Plans and Specifications

1. Develop detailed construction plans and specifications for the selected railing repairs.
2. Submit plans, specifications, and estimates to the City for their use in bidding the project.

Task 6 - Paint Plans and Specifications

1. Develop detailed plans and specifications for the selected paint repairs.
2. Submit plans, specifications, and estimates to the City for their use in bidding the project.

July 22, 2016

Mr. Eric Rakers, P.E., City Engineer

CITY OF DE PERE - DEPARTMENT OF PUBLIC WORKS

Page 3

Task 7 - Summary Report

1. Develop and submit to the City a report summarizing the inspections, conditions noted, repair alternatives considered, and options selected for the railing repair, painting, and other maintenance activities.

PROJECT TEAM

Our proposed project team will consist of Mark Schuster as the project manager and the main client contact person. Dale Marsh will assist in the evaluation and recommendations for the paint system of the bridge. Jeff Tormey from McClure Associates will assist in the evaluation and recommendation of the cable repair.

SCHEDULE

Robert E. Lee & Associates proposes to complete the project according to the following schedule. Exact meeting dates to be coordinated with the City.

♦ Kickoff Meeting	Third or Fourth Week in August
♦ Progress Meeting	Third Week in September
♦ Preliminary Cost Estimates	Third Week in September
♦ Summary Report	End of October
♦ Plan/Specs for Railing Repair	Late Fall/Early Winter
♦ Plans/Specs for Paint Repair	Late Fall/Early Winter

COMPENSATION

Robert E. Lee & Associates proposes to complete the Claude Allouez Bridge maintenance project as outlined in our Scope of Services for the lump sum amount shown on the attached Fee Schedule.

We appreciate the opportunity to submit this proposal for engineering services. If you have any questions or require additional information, please contact our office. We look forward to continuing our relationship with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



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

JGS/MSS/NJM



Mark S. Schuster, P.E.
Transportation Manager

ENC.

Proposed Fee Schedule

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

Company Address (1): 1250 Centennial Centre Boulevard

Company Address (2): Hobart, WI 54155

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

Signature: _____

Fee (Total): \$29,830.00

Fee Breakdown:

1. Attend a kickoff meeting, including a site inspection.	\$ 4,170.00
2. Provide recommendations and preliminary cost estimates for repair of the railing post studs.	\$5,250.00
3. Perform an evaluation on the condition of the paint along with recommendations and a preliminary cost estimate on a painting schedule.	\$3,520.00
4. Provide additional recommendations for bridge maintenance.	\$2,550.00
5. Create technical documents and associated plans/ Details for the repair of the railing post studs.	\$4,390.00
6. Create technical documents and associated plans/ details for painting the bridge. This service may be deleted if it will be several years before painting is required.	\$4,350.00
7. Provide a summary report of maintenance activities for the railing post studs, painting, and other maintenance activities.	\$5,600.00

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 8, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Proposal for Storm Water Management Planning.*

The Engineering Department received proposals for the design of new and analysis of existing storm water facilities in the City of De Pere as follows:

- Design the Optimist Park Storm Water Management Pond
 - Design the storm sewer pond
 - Provide plans and details for the ponds construction
 - Provide bid items and cost estimates
 - Prepare and submit permits
- Analysis of the West Business Park Storm Water Pond (Basin AC 100D)
 - Review and analyze the existing pond outlet design based on the existing elevations and the street flooding
 - Recommend improvements to the outlet
- Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basins ER040A and ER040B)
 - Review and analyze the existing pond and outlet along with other discharges to the swale between Jim Martin Park Pond and Brule Road.
 - Recommend improvements and preliminary estimates based on the analysis

The total cost of this work is estimated as follows:

	Graef-USA Inc.	Robert E. Lee & Associates, Inc.	McMahon Associates	R.A. Smith National Inc.
Design the Optimist Park Storm Water Management Pond (Basin FE190A)	\$7,600.00	\$11,000.00	\$11,700.00	\$11,496.00
Analysis of the West Business Park Storm water Pond (Basin AC100D)	\$5,000.00	\$3,500.00	\$5,500.00	\$6,196.00
Analysis of the Storm Sewer and Drainage Swale from the Jim Martin Park Pond (Basin ER040A & ER040B)	\$4,400.00	\$3,200.00	\$4,100.00	\$2,849.00

Project Meetings	\$1,200.00	\$600.00	\$1,500.00	\$2,367.00
TOTAL	\$18,200.00	\$18,300.00	\$22,800.00	\$22,898.00

The staff recommendation is to accept the quote from Graef-USA, Inc. for the Storm Water Management Planning estimated at \$18,200.00. Funds for this work are budgeted in the storm water utility capital projects accounts.

ATTACHMENTS:

- RFP Storm Water Pond Design 2016 (PDF)
- GRAEF-Stormwater Management 2016 Proposal Letter (PDF)
- L-Robert E. Lee Stormwater Management Proposal_7-22-16 (PDF)
- L-McMahon RFP Submitted 7-22-16 (PDF)
- R.A. Smith National Stormwater Management Proposal_7-22-16 (PDF)

Request for Proposals For 2016 Storm Water Management

The City of De Pere would like to invite your firm to submit a proposal for design of new and analysis of existing storm water facilities in the City of De Pere as follows:

- Design the Optimist Park Storm Water Management Pond.
- Analysis of the West Business Park Storm Water Pond (Basin AC 100D)
- Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

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

GENERAL INFORMATION:

The 2016 storm water management analysis consists of three separate components. General information is as follows.

Design the Optimist Park Storm Water Management Pond (Basin FE190A)

This part of the project involves the design of a new storm water management pond in Optimist Park. The pond is being constructed to treat existing development in Basin FE190A. This basin drains directly to the Lower Fox River HUC-12. The pond is to be designed to treat to 90% TSS. The City was awarded a UNPS & SW Construction Grant for 2017. A preliminary study and layout of the pond has been completed and provided with this proposal.

Analysis of the West Business Park Storm Water Pond (Basin AC 100D)

The City has a large pond system that provides storm water treatment to the West Business Park off of American Boulevard and residential areas off of Lawrence Drive. The basin is AC 100D. The pond was originally designed to treat to 80% TSS. The pond drains to another pond in Basin AC 100 B via a low flow storm sewer and higher flow swale. Both ponds then drain through another low flow storm sewer and higher flow swale west of Lawrence Drive to the Ashwaubenon Creek.

In December of 2015, the City received a large amount of rain after an already wet month. This resulted in flooding problems from West Business Park Pond. The pond retained water for an extended period of time. The storm sewer throughout the area was surcharged. There was street flooding for several days on Bridge Port Lane. The City pumped water from the ponds to supplement the low flow storm sewer pipe for several days after the rain. Very little flow was going through the overflow swale. The original report recommended the swale overflow be built with an overflow elevation of 630.0 (West De Pere Datum). In 2002, the swale was built to be

built to an overflow elevation of 633.00 (West De Pere Datum). The downstream pond in Basin AC 100B (also services AC100C) was not overflowing. The downstream systems will need to be analyzed for any recommended impacts the West Business Park Pond.

Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

The City has a storm water pond in Jim Martin Park that treats storm water from adjacent residential areas and De Pere High school (Basin ER40B). The pond discharge goes through a low flow pipe with a swale to transport higher flows. Over the last several years, new development has occurred along Shelley Lane and adjacent to the swale. Several properties have filled part of the swale. During the heavy rain in December of 2015, the swale was surcharged at this location, along with the swale downstream of Brule Road. Ultimately, this system discharges south of Chicago Street to tributary of the East River. The low flow storm sewer and high flow swale both discharge to a storm sewer end wall under Brule Road.

The culvert under Brule Road discharges to another swale to the east. This swale was also surcharged. The swale continues to an 18" storm sewer and then a 30" storm sewer before ultimately discharging to a tributary of East River, located south of Chicago Street.

SCOPE OF SERVICES:

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

Design the Optimist Park Storm Water Management Pond (Basin FE190A)

Consultant services include:

- Complete the final design of the storm sewer pond.
- Provide detailed plans and details for the pond construction for inclusion in the City project.
- Provide plan and profile sheets and details for the storm sewer inlet and outlets from the existing Cook Street storm sewer.
- Provide technical specifications.
- Provide bid items and cost estimate.
- Prepare and submit permits for the pond.

Analysis of the West Business Park Storm Water Pond (Basin AC 100D)

Consultant services for this analysis include:

- Review and analyze the existing pond outlet design based on the existing elevations and the street flooding.
- Recommend improvements to the outlet/swale with a conceptual design and preliminary cost estimate.
- Analyze impacts to downstream pond for in Basin AC100B. If necessary, recommend

- improvements to the outlet and emergency overflow structure.
- Provide a memo with supporting documentation on the results.

Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

Consultant services for this analysis include:

- Review and analyze the existing pond and outlet along with other discharges to the swale between the Jim Martin Park Pond and Brule Road.
- Analyze the downstream swale east of Brule Road and the storm sewer on Des Plaines to the outlet.
- Recommend improvements and preliminary estimates based on the analysis.
- Determine if filling completed within the easement west of Brule Road is impacting the ability for water movement through the easement or if the easement is acting as a storage facility and not impacted by the filling.
- Provide a memo documenting the results.

Meetings

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

- Kickoff meeting, including a review of the site.
- Preliminary design meeting.
- Final design meeting.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and Council on August 16th. The contract will need to be approved by the Wisconsin Department of Natural Resources prior to the starting of the project. Based on this, work is anticipated to start in late September.

INSURANCE:

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

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

FEE:

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

DELIVERY:

The deliverables for the project includes the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents for the Optimist Park Pond. The City will be on-line bidding the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding the Optimist Park Pond.
3. Provide bid items, quantities, and an engineer's estimate for the Optimist Park Pond. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the storm basins and subbasins areas used in modeling and analysis.
5. Provide design memos and associated calculations for the West Business Park pond and Jim Martin Park pond outfall analysis.
6. Provide regulatory approvals.

The City will prepare the bid documents and bid the Optimist Park Pond project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. Field survey.
2. Existing reports and design studies.
3. Drainage basin information in a CAD format.
4. Parcel information in a CAD format.
5. Water surface elevations during the flooding in December 2015 at the West Business Park Pond.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

Design the Optimist Park Storm Water Management Pond (Basin
FE190A): _____Analysis of the West Business Park Storm Water Pond (Basin AC
100D): _____Analysis of the storm sewer and drainage swale from the Jim Martin
Park Pond (Basin ER040A and ER040B): _____

Project Meetings (Three): _____

3.10.a

OPTIMIST PARK STORM WATER MANAGEMENT POND (BASIN FE190A)

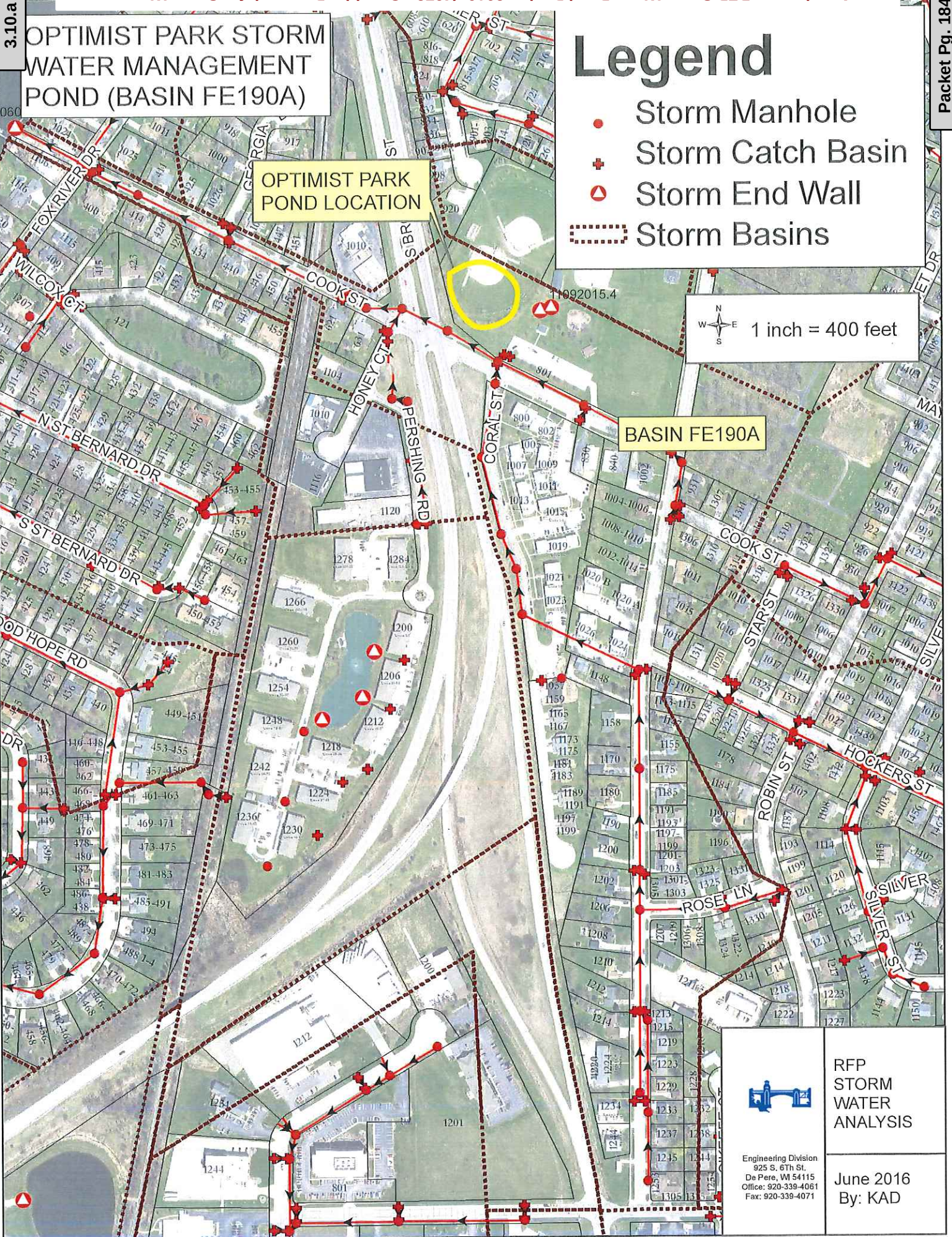
OPTIMIST PARK POND LOCATION

Legend

- Storm Manhole
- Storm Catch Basin
- Storm End Wall
- Storm Basins

N
W E
S 1 inch = 400 feet

BASIN FE190A



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

RFP
STORM
WATER
ANALYSIS

June 2016
By: KAD

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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MEMORANDUM

TO: Eric Rakers, P.E.
FROM: Kendra Hansen, P.E.
DATE: June 2, 2014
SUBJECT: Optimist Park Stormwater Pond Evaluation

The City of De Pere is pursuing locations for construction of regional stormwater quality control facilities to help meet state requirements. Optimist Park in the City of De Pere was evaluated to determine the viability for construction of a regional stormwater pond to address quality control needs. The drainage basin tributary to the park consists of approximately 47.6 acres. The approximate composition of the area is 85% medium density residential land use and 15% high-density residential land use.

A portion of an adjacent parcel along the northwest edge of the site is the preferred location for pond placement. This location is outside of the current programmed park space and is located at the low end of the park downstream of all drainage basin contributing pipes. The maximum area for the top of pond at this location was determined by approximating the edges of the existing ball diamond, the western lot line for the residential parcel, the right-of-way of S. Broadway St and locating an offset line 50' south of the existing house (see exhibit). The ground surface in this area is approximately 615, based on 2-foot contour mapping for the area. The storm sewer invert at the SW corner of Optimist Park is 610.36. The pond permanent pool was set at 609.00 to accommodate the pipe slope from the main to the pond and allow a 1-foot freeboard below the pipe discharge invert elevation. Using a 3:1 maximum embankment slope, the permanent pool surface area was determined to be approximately 4,600 s.f. (0.105 ac.). An assumed outfall structure was used to evaluate the pond efficiency. This outfall structure consists of a vertical standpipe with two (2), 6-inch orifices at the permanent pool elevation of 609.00. The standpipe top was set at an elevation 3' above the permanent pool, and a 24-inch outfall pipe conveys discharge from the pond back to the existing storm sewer.

A WinSLAMM evaluation of the pond resulted in a removal of approximately 5,550 lbs of suspended solids, for a removal efficiency of 43.5%. This removal efficiency could be adjusted slightly depending on the final configuration of the outlet structure. For the outlined configuration, the maximum water surface of the pond will be approximately 611.25 for the 10-year storm.

This pond location maintains all current uses of the park. No facilities are required to be removed to accommodate the pond construction. However, this location limits the pond



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size and thus the removal efficiency is also limited. In addition, this pond is located approximately 250' north of the existing storm sewer main. During future detailed design of the pipe conveyance from the main at the southwest corner of the site to the pond and from the pond back to the main, it is very possible that adequate slope in the pipes are not attainable. In that event, alternative locations upstream on the existing storm main for the diversion pipe tap to the pond will need to be investigated.

Other potential locations for a pond within Optimist Park were investigated. In order to maximize the drainage basin area captured for treatment, the pond should be located downstream of the 18" pipe connection at Coral Street. This results in a pond location west of the existing parking lot. Depending on the future park configuration, the pond size in this area could be enlarged to increase the removal efficiency. In addition, this location is very near the existing storm sewer main, which would reduce the cost of infrastructure to convey water from the storm sewer system to the pond and back to the main. The ground surface increases elevation to the east, so the farther east the pond is located, the greater the required depth of the facility. In this case, a larger overall pond footprint would be needed in order to maintain the same permanent pool surface area.

A third potential pond location is upstream of the 18" pipe connection at Coral Street. This location would eliminate approximately 15.5 acres from the drainage basin based on assumed drainage paths. Using the same pond size and outlet configuration as the preferred option on this smaller drainage basin results in an increased removal percentage (49.8%) but a decrease in overall pounds of solids removed (4,100 lb). There is more flexibility in this area to increase suspended solids removal by modifying the pond size, but it would reduce the land availability for athletic fields or other uses on the site. A 67% removal rate or greater would be needed to exceed the overall pounds of suspended solids removal achieved by the preferred pond location. In order to achieve a comparable level of removal, the pond at this location would need to be approximately doubled in size.

KAH:kah

J:\Jobs2014\20142010\Project_Information\Correspondence\memo\ 14-0602_Optimist Park Memo.docx

Pond Exhibit

cc:



Attachment: RFP Storm Water Pond Design 2016 (4972 : Consider Proposal for Storm Water



PROJECT NUMBER: 2014-2010.00
DATE: 6-11-2014
SCALE: 1"=200'
REFERENCE SHEET: N/A

PROJECT TITLE: DE PERE STORMWATER PROJECTS

SHEET TITLE: OPTIMIST PARK POND
LOCATION ALTERNATIVES

ADD, CB, RFI #

EXH

Packet Pg. 187



Attachment: RFP Storm Water Pond Design 2016 (4972 : Consider Proposal for Storm Water

Legend

- Storm Manhole
- ⊕ Storm Catch Basin
- ▲ Storm End Wall
- ⋯ Storm Basins

N
W E
S 1 inch = 800 feet

ANALYSIS OF WEST BUSINESS PARK STORM WATER POND (BASIN AC100D)

21" LOW FLOW STORM SEWER

DITCH OVERFLOW

WEST BUSINESS PARK POND (AC100D)

BASIN AC100D



RFP
STORM
WATER
ANALYSIS

Engineering Division
925 S. 6TH ST.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

June 2016
By: KAD

3.10.a

Packet Pg. 190

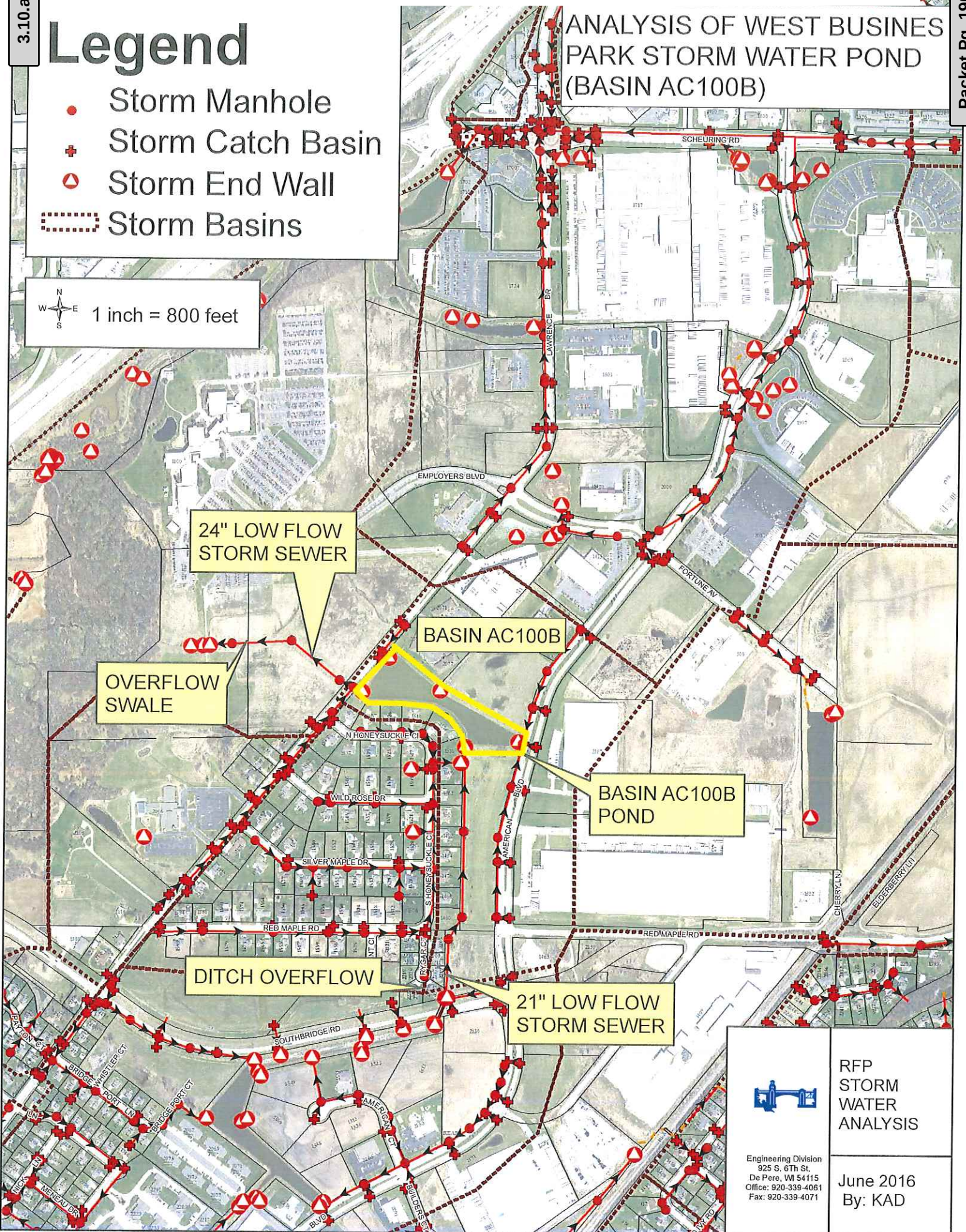
Legend

- Storm Manhole
- ✚ Storm Catch Basin
- ◡ Storm End Wall
- ⋯ Storm Basins



1 inch = 800 feet

ANALYSIS OF WEST BUSINESS PARK STORM WATER POND (BASIN AC100B)



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

RFP
STORM
WATER
ANALYSIS

June 2016
By: KAD

3.10.a

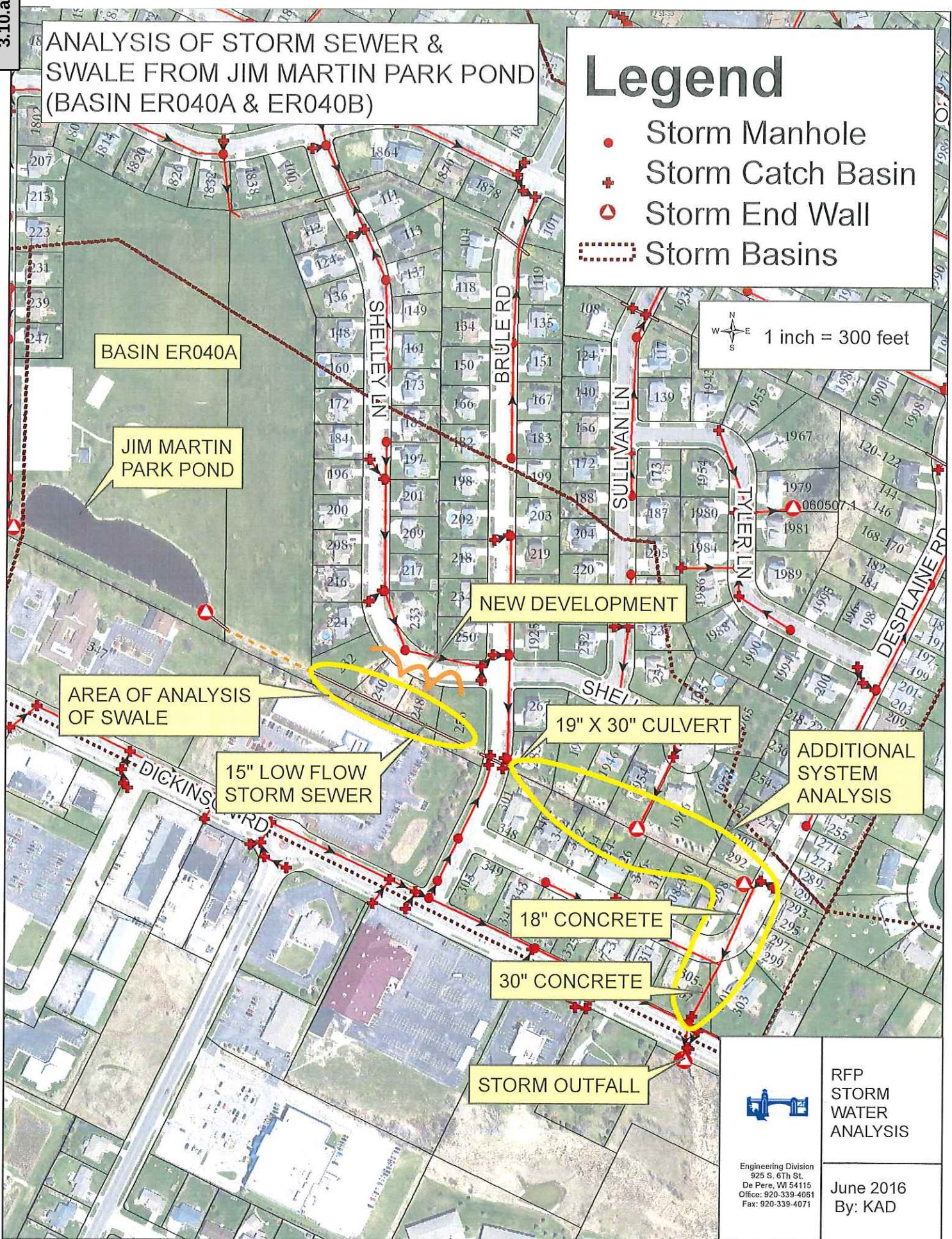
Packet Pg. 191

ANALYSIS OF STORM SEWER & SWALE FROM JIM MARTIN PARK POND (BASIN ER040A & ER040B)

Legend

- Storm Manhole
- ⊕ Storm Catch Basin
- ◐ Storm End Wall
- ▤ Storm Basins

N
W E
S 1 inch = 300 feet



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

RFP
STORM
WATER
ANALYSIS

June 2016
By: KAD

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

\$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\jdupont\Agreements\2016\Consultant Agreement Template revised 2-22-16.docx

SAMPLE

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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July 22, 2016

Eric P. Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal
Storm Water Pond Design - 2016

Dear Eric:

In response to your Request for Proposal dated June 28, 2016, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

If we are selected for the project, the engineering design and permitting tasks will be managed and, for the most part, completed by **Kendra A. Hansen, P.E., LEED AP** with support as needed by technical staff located in our Green Bay office.

It is our understanding that the project will commence on or about September 26, 2016.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MJL' followed by a stylized surname.

Michael J. Lefebvre, P.E.
Vice President

MJL: mjl

G:\GB\Mkt\Proposals\Letter Proposals\MUN_Municipal Consulting\De Pere\2016 Stormwater_20_0716

Enclosures

Attachment: GRAEF-Stormwater Management 2016 Proposal Letter (4972 : Consider Proposal for Storm Water Management Planning*)

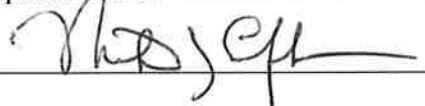
**Proposed Fee Schedule
Storm Water Pond Design-2016
City of De Pere
July 22, 2016**

Company Name: Graef-USA Inc. (dba GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, Wisconsin 54304

Company Representative: Michael J. Lefebvre, P.E.

Signature: 

Fee Total: \$ 18,200.00

Fee Breakdown:

Design of the Optimist Park Storm Water Management Pond (Basin FE190A):	\$ 7,600.00
Analysis of the West Business Park Storm Water Pond (Basin AC100D):	\$ 5,000.00
Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B):	\$ 4,400.00
Project Meetings (Three):	\$ 1,200.00



Green Bay Office ♦ 1250 Centennial Centre Boulevard ♦ Hobart, WI 54155-8995 ♦ 920-662-9641 ♦ www.releeinc.com

July 22, 2016

Ms. Eric Rakers P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199

RE: Engineering Services Proposal
Storm Water Pond Design - 2016
City of De Pere

Dear Mr. Rakers:

Thank you for the opportunity to provide this civil engineering services proposal for the above-referenced project. REL is excited to again have the opportunity to collaborate with the City to assist with your 2016 storm water facility design/evaluation, and feel the team led by Jared Schmidt, P.E. will efficiently and effectively coordinate this project's facilitation. Our team of talented professionals will work closely with the City, and work as a direct extension of the City Staff to successfully complete these projects.

The purpose of this project is to design a storm water pond at Optimist Park, evaluate the effectiveness of a detention pond/drainage characteristics of the West Business Park Pond, and the storm sewer and drainage swale associated with Jim Martin Park Pond. The following is a summary of the services to be provided as part of REL's scope of services.

TOPOGRAPHIC SURVEY

We will utilize survey information provided by the City of De Pere. If additional survey data is needed, REL can coordinate supplementing this work for an additional fee, or we will request that the City provide the additional data needed. REL requests that the existing survey be provided in both the following formats: points file and AutoCAD.

CIVIL ENGINEERING

REL will hold a design kickoff meeting with representatives of the City of De Pere, as necessary, to review the design requirements and provide an opportunity to get input regarding the design criteria. We will then take the existing data, input from the meeting, and the proposed design criteria to develop conceptual plans, including applicable technical calculations. Once the preliminary layout is approved, we will develop final design plans, provide bid items / quantities, and provide specifications for the Optimist Park pond, so the City can input the information into their bidding documents. We will provide a technical summary for the West Business Park and the Jim Martin Park ponds. The project will then be bid by the City of De Pere.

July 22, 2016
Ms. Eric Rakers P.E., City Engineer
CITY OF DE PERE
Page 2

Storm Water Management

We will develop a storm water management plan and report for the site that is in conformance with the criteria for the City of De Pere and the Wisconsin Department of Natural Resources (WDNR). If it is determined that the original pond location is not the most efficient location, we will then discuss alternate locations/orientations with the City.

The storm water management plan will include the following:

1. Perform pre-development and post-development hydrologic calculations.
2. Design Best Management Practices (BMPs) to meet the requirements for storm water quantity, quality, and infiltration.
3. Prepare plans and design report that includes the design criteria, site data, proposed BMPs, and hydrologic and hydraulic calculations.

Soil borings will likely be required for the site to meet the WDNR permit requirements. A cost for borings has not been included, as it is understood that the City would solicit borings, as required by the designer. Submittal fees are not included in the above costs, and will be passed on directly to the City for payment.

As part of the design, we will coordinate and design the conveyance system from the adjacent grade and storm sewer system. We will perform necessary hydraulic calculations to properly locate and size the infrastructure. REL will meet with the City to review the final design prior to final delivery of the plans, specifications, and submittal of permits.

Permitting

Based on the estimated construction scope, a Construction Site Erosion Control Permit from the WDNR will be required for the project. Permit requirements will be further defined once the design and size of the pond is calculated. REL will coordinate the necessary permitting to gain approval through the agencies and facilitate construction.

Pond Analysis

REL engineers will analyze the basins (AC 100D, ER040A, and ER040B) to evaluate the existing drainage characteristics of each pond, and associated conveyance features, as requested within the RFP. We will then summarize the analysis into a summary memo, along with preliminary cost estimates. Recommendations for improvements to help mitigate flooding will also be presented within the summary report.

July 22, 2016

Ms. Eric Rakers P.E., City Engineer

CITY OF DE PERE

Page 3

We greatly appreciate the opportunity to provide this proposal, and look forward to the opportunity to continue our working relationship with the City of De Pere. Please feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

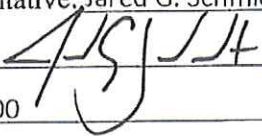


Jared G. Schmidt, P.E., V.P.

Civil / Municipal Engineering Manager

JGS/NJM

ENC.

Proposed Fee ScheduleCompany Name: Robert E. Lee & Associates, Inc.Company Address: 1250 Centennial Centre BoulevardCompany Address: Hobart, WI 54155Company Representative: Jared G. Schmidt, P.E., V.P., Civil/Municipal Engineering ManagerSignature: Fee (Total): \$18,300

Fee Breakdown:

Design the Optimist Park Storm Water Management Pond (Basin FE190A): \$11,000Analysis of the West Business Park Storm Water Pond (Basin AC 100D): \$3,500Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B): \$3,200Project Meetings (Three): \$600



July 22, 2016

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

Re: 2016 Storm Water Pond Design, City of De Pere, WI

Dear Eric,

McMAHON is pleased to submit a proposal to the City of De Pere for 2016 Storm Water Pond Design project. Our proposal is in response to your Request for Proposal dated June 28, 2016. Our proposed lump sum fee is provided on the City's attached form. To clarify, our fee excludes the cost of topographic surveys and site investigations such as soils, groundwater, environmental, archeological, endangered / threatened species, historical, wetland, and navigable waterways. Our services will be provided in accordance with the scope of services and agreement contained within the City's Request for Proposal.

Please give me a call at (920) 751-4200 if you have any questions.

Very truly yours,

McMAHON

A handwritten signature in blue ink, appearing to read "Nick Vande Hey".

Nick Vande Hey, PE
Associate / Senior Project Engineer

Enclosure

C:\Data-nav\McMahon\FORMS\Agreements\C DePere\2016\L-Eric Rakers 2016 July 22.docx

Proposed Fee ScheduleCompany Name: McMAHON ASSOCIATESCompany Address: 1445 McMAHON DRIVECompany Address: PO BOX 1025, NEENAH, WI 54956-1025Company Representative: NICK VANDE HEY, PESignature: Nick Vande HeyFee (Total): \$22,800

Fee Breakdown:

Design the Optimist Park Storm Water Management Pond (Basin FE190A): \$11,700Analysis of the West Business Park Storm Water Pond (Basin AC 100D): \$5,500Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B): \$4,100Project Meetings (Three): \$1,500

July 22, 2016

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

Re: Storm Water Pond Design and Analysis - 2016
Proposal for Professional Services

Dear Mr. Rakers:

Thank you for the opportunity to propose our services to assist the City of De Pere with analysis and design of storm water improvements as specified in your June 28, 2016 Request for Proposals (RFP). We have reviewed your project descriptions and site information for each of the three projects. It is our understanding that in addition to the specific items listed in the RFP Scope of Services, the City will also provide wetland investigation documentation required by DNR and geotechnical investigation data, as needed for the Optimus Park pond design project.

Clarification is needed regarding one delivery item listed in the RFP. We cannot provide "regulatory approvals" but will provide the completed WRAPP permit application and supplementary documents.

Our analysis of the existing ponds, outlets, storm sewer, and swales will be conducted using XP-Storm software. This is a dynamic hydrologic-hydraulic model that allows a detailed iterative analysis of the pond storage and hydraulic characteristics of each downstream component. A range of storm events will be modeled for comparison to historic storm data and preferred design criteria. We have recently used this model extensively for stormwater system analysis and designs for projects in Appleton, Waukesha, and Kenosha County.

Our proposed fees are based on our understanding of the effort required for the project based on your requested Scope of Services, discussion with City staff and experience providing similar experiences for other communities.

Our project team will be led by Gary Raasch, PE, CFM, as project manager and Jeff Mazanec, PE serving as project principal. Our team also includes Jon McAnally, who has been analyzing the De Pere stormwater system for the TMDL planning study. Resumes summarizing the experience and qualifications of our proposed staff are available on request.

We welcome any questions you may have regarding our qualifications or proposed services for this project. We look forward to this opportunity to serve the City of De Pere.

Sincerely,
R.A. Smith National, Inc.



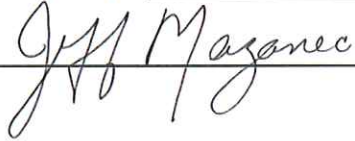
Gary E. Raasch, PE, CFM
Project Manager
Office: (262) 317-3369
Gary.Raasch@RASmithNational.com



Jeff M. Mazanec, PE
Project Principal
Office: (920) 731-8397, Ext 3406
Jeff.Mazanec@RASmithNational.com

Enclosure: Proposed Fee Schedule

Deliver excellence, vision, and responsive service to our clients.

Proposed Fee ScheduleCompany Name: R.A. Smith National, Inc.Company Address: 100 West Lawrence Street, Suite 412Company Address: Appleton, WI 54911-5754Company Representative: Jeff M. MazanecSignature: Fee (Total): \$22,898.00

Fee Breakdown:

Design the Optimist Park Storm Water Management Pond (Basin
FE190A): \$11,486.00Analysis of the West Business Park Storm Water Pond (Basin
AC100D): \$6,196.00Analysis of the storm sewer and drainage swale from the Jim
Martin Park Pond (Basin ER040A and ER040B): \$2,849.00Project Meetings (Three): \$2,367.00