



Board of Public Works

Regular Meeting

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

Agenda

Monday, July 9, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **July 9, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of Board of Public Works June 11, 2018 Meeting Minutes.
2. Consider Revising MSC Drop Off Operations.
3. Consider Modifying the Ordinance for Short Term Parking from 2 Hour to 3 Hour Parking.
4. Consider City Engineer Parking & Traffic Recommendations.*
5. City Engineer Parking & Traffic Discussion Items.
6. Consider Quote for 2018 Bridge Inspections.*
7. Recommendation Regarding the Release of 3 Utility Easements at 2600 Block of Ryan Rd (Parcels ED-R27-1 & ED-R27-2).*
8. Consider Award of Contract for Project 18-06 Claude Allouez Bridge East Abutment Staining.*
9. Consider Award of Contract 18-21 MSC Boiler Replacement.*
10. Consider Quote for Spur Line Maintenance.*

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 July 9, 2018 so that arrangements can be made.

Agenda Sent To:
Mayor
Alderpersons

TV, Newspapers & Radio Stations
Kress Family Library

Department Heads
Definitely De Pere
Holubar Construction Company
Cedar Corporation

De Pere Chamber of Commerce
Mau & Associates
Tweet/Garot Mechanical Inc.

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works June 11, 2018 Meeting Minutes.

ATTACHMENTS:

- CE_BOPW Draft June 11, 2018 Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, June 11, 2018

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

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

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, Ryan Jennings, Aldersperson, and Pam Denis, Recording Secretary

II. Public Comment

None

III. Items

- Approval of Board of Public Works May 7, 2018 Meeting Minutes.

Aldersperson Carpenter moved to approve the Board of Public Works May 7, 2018 meeting minutes. Aldersperson Hansen seconded the motion. Upon vote the motion passed unanimously.

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

- Consider Allowing Overnight Parking.*

Eric Rakers, City Engineer, per Aldersperson Hansen's request, provided a review of the City's prohibition of overnight parking on City streets during the summer months. This included a list of pro's and con's for overnight street parking created by the parking and traffic team based on a survey of local communities as to their overnight parking policies, internal staff contacts, the Brown County Planning Commission contacts, and a memo from the Police Chief Derek Beiderwieden. Discussion followed. **Mayor Walsh moved to keep the overnight parking restrictions the same, Aldersperson Carpenter seconded the motion. Upon vote, the motion passed unanimously.**

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

- Consider City Engineer Parking and Traffic Recommendations.*

Eric Rakers, City Engineer, reviewed each of the City Engineer Parking and Traffic Recommendations. Discussion followed. **Mayor Walsh moved to approve all the City Engineer Parking and Traffic Recommendations, Alderperson Hansen seconded the motion. Upon vote, the motion passed unanimously.**

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

4. City Engineer Parking and Traffic Discussion Items.

Eric Rakers, City Engineer, reviewed each discussion item, stating that several of the items would be coming back to the Board of Public Works at the July 2018 meeting. Discussion followed.

5. Consider CMAR For Wastewater Collection System*

Eric Rakers, City Engineer, presented the completed Compliance Maintenance Annual Report (CMAR) for wastewater collection system. City Engineer Rakers stated that this report is required by the Wisconsin Department of Natural Resources and scores the city wastewater collection system based on Financial Management and the Collection System. The results of the CMAR showed the City receiving a grade of A on both the Financial Management and the Collection System. **Mayor Walsh moved to approve the CMAR Report for submittal to the Wisconsin Department of Natural Resources, Alderperson Boyd seconded the motion. Upon vote, the motion passed unanimously.**

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

IV. Future Agenda Items

Alderperson Boyd requested a policy study on crossing guards. Alderperson Hansen requested that the current crosswalk policy be reviewed for the proximity to schools and parks for both crosswalks and ladder style crosswalks.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Boyd seconded the motion. Upon vote, the motion passed unanimously and the meeting was adjourned at 8:47pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Revising MSC Drop Off Operations.

At the March 12, 2018 BOPW meeting, staff brought forward issues and concerns with the MSC rubbish drop off operation. (See attached March 7, 2018 memo). Since then, staff has evaluated what can be done to improve the current operations to minimize the issues going on. A power point presentation (see attached power point) will be given to the BOPW on what was evaluated and recommendations for improving the operations.

Staff is recommending the following:

- * Change rubbish drop off site from the current location to the rear of the MSC.
- * Install a new sliding gate to secure the site. This would be funded in the 2019 budget.
- * Rubbish drop off site would have limited hours. Site would be open April 1st thru November 30th. Site would be open on Saturdays 8:00 AM to 4:00PM and Wednesdays 3:00 PM to 7:00 PM. Site would be closed on holidays.
- * Rubbish drop off site would be staffed. An additional seasonal employee would be added in the 2019 budget.
- * These changes would start December 1, 2018.

ATTACHMENTS:

- Discuss MSC Rubbish Drop Off 3-7-18 (DOC)
- MSC Rubbish Drop Off Presentation 7-3-18 (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: March 7, 2018
Subject: Discuss MSC Drop Off Operations

Staff is bringing this item forward to discuss issues and concerns with the MSC rubbish drop off operation. The intent of this discussion is to inform the BOPW of what is going on with the current operations and discuss possible things that could be done in the future to minimize the issues going on.

The following is the history of the implementation of the MSC Drop Off:

- November 2006 - BOPW approves as part of 2007 budget eliminates weekly rubbish and brush collection and proposes collection twice per year.
- December 2006 – BOPW approves rubbish and metal drop off at the MSC during the business hours of 7:30 am to 2:30 pm. No fees for drop off. Resident needs to check in at front office and fill out a form for materials dropping off.
- February 2007 – BOPW approves revising rubbish and brush collection to six (6) times per year
- August 2009 – BOPW requested staff evaluate having a rubbish drop off site at the compost facility.
- November 2009 - Budget approved to pave an area at the compost site and construct rubbish bins.
- April 2010 – BOPW approved no more compost services at MSC for having wood chips and compost available; all rubbish and oil drop off services at MSC on a 24-7 basis under camera surveillance.
- May 2010 – BOPW revised rubbish drop off services from 24-7 to 7 am to 7 pm seven (7) days per week due to neighboring residents concerns.
- December 2011 - BOPW requests staff to install signs “Please be considerate of our neighbors regarding noise while using this facility”.

Attachment: Discuss MSC Rubbish Drop Off 3-7-18 (7133 : Consider Revising MSC Drop Off Operations)

- March 2015 – BOPW approves prohibiting salvaging at MSC
- May 2015 – BOPW approves implementing services with Cyber Green
- June 2015 – BOPW discusses other alternatives for drop off services such as Restore or Christian Outreach where people can reuse items.

At this time, the following issues are occurring:

- Increase operating costs due to the increased volume of rubbish and staff time.
- Many non-residents are using the site.
- People are using facility after hours.
- People are dumping prohibited materials.
- Due to the violations occurring there is a need for police enforcement.
- There also has been a need for fire department involvement.
- Scrapping and salvaging continues.
- Littering concerns.
- Neighborhood concerns.

No action required at this time.

MSC RUBBISH



DROP OFF SITE

MSC RUBBISH TEAM

AMANDA BARBER

STEVE BLOEMER

DARYL CARTER

ERIC RAKERS

SCOTT THORESEN

Overview

- History
- Issues
- Monitoring of Site
- Comparison of Surrounding Communities
- Opportunities
- Recommendation

MSC Rubbish Drop Off History

- December 2006 – BOPW approves rubbish and metal drop off at the MSC during the business hours of 7:30 am to 2:30 pm. No fees for drop off. Resident needs to check in at front office and fill out a form for materials dropping off.
- April 2010 – BOPW approved all rubbish and oil drop off services at MSC on a 24-7 basis under camera surveillance.
- May 2010 – BOPW revised rubbish drop off services from 24-7 to 7 am to 7 pm seven (7) days per week due to neighboring residents concerns.

MSC Rubbish Drop Off History

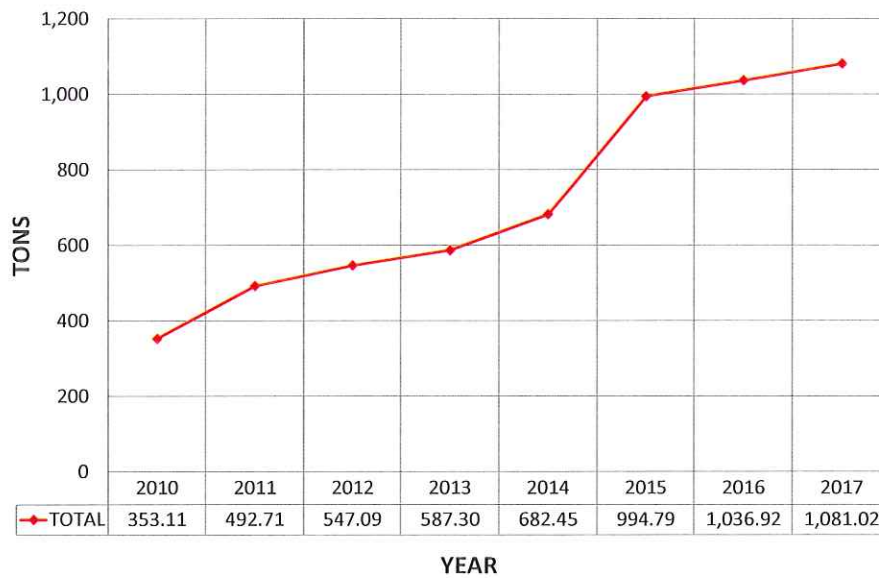
- December 2011 – BOPW requests staff to install signs: “Please be considerate of our neighbors regarding noise while using this facility”.
- March 2015 – BOPW approves prohibiting salvaging at MSC.

Issues

- Increased volume
- Increased cost
- Increased employee time
- Police Involvement
- Fire & Rescue Involvement
- Litter nuisance
- Non-residents dumping
- Dumping of non-accepted items
- After hours violators
- Scrapping/Salvaging
- Vehicle damage
- Increased liability to City
- Neighbor Impact

Increased Volume

ANNUAL RUBBISH TOTALS



Increased Cost/Employee Time

ANNUAL RUBBISH SITE TOTALS

YEAR	RUB LOADS	TOTAL TONS	TIPPING FEES	LABOR & EQUIP COST	TOTAL ANNUAL COST
2010	265	353.11	\$13,418.19	\$45,307.05	\$58,725.24
2011	291	492.71	\$19,215.69	\$50,040.36	\$69,256.05
2012	299	547.09	\$21,883.60	\$51,718.03	\$73,601.63
2013	302	587.30	\$23,474.40	\$52,548.00	\$76,022.40
2014	335	682.45	\$27,874.20	\$58,641.75	\$86,515.95
2015	478	994.79	\$41,308.85	\$84,185.36	\$125,494.21
2016	489	1,036.92	\$42,772.98	\$86,655.69	\$129,428.67
2017	484	1,081.02	\$45,259.82	\$86,311.72	\$131,571.54

Police Involvement

- 2016 Calls for Service – **15**
- 2017 Calls for Service – **17**

Litter Nuisance



Litter Nuisance



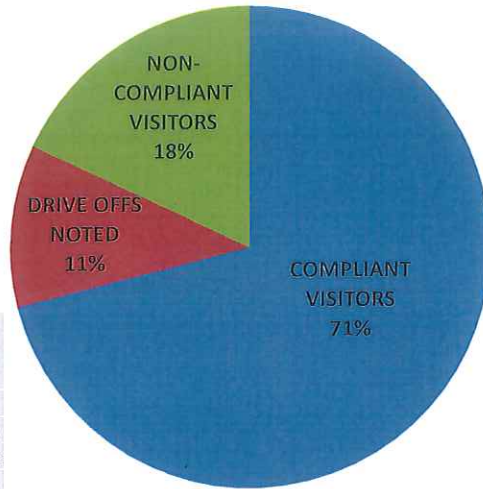
Litter Nuisance



Dumping of Unacceptable Items, Dumping by Non-residents

*MSC Rubbish Site Monitoring
Sat & Sun - May 19 & 20, 2018*

TOTAL COUNT	COMPLIANT VISITORS	DRIVE OFFS NOTED	NON- COMPLIANT VISITORS
321	228	35	58
		Sat - 8	41-Construction
		Sun - 27	10-Non-resident
			5-Cardboard
Sat - 142			1-Compost
Sun - 179			1-No ID



MSC RUBBISH SITE MONITORING: MAY 19 & 20

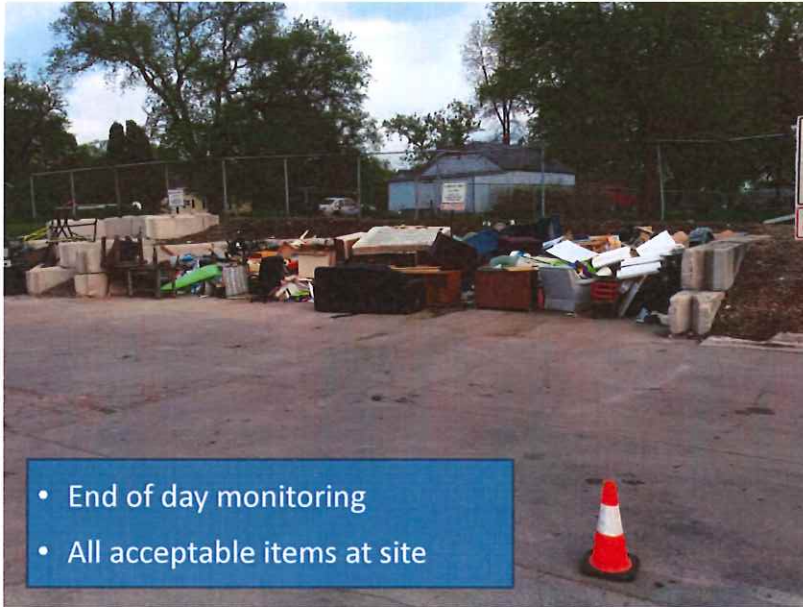
Saturday, May 19 — 7:00 AM



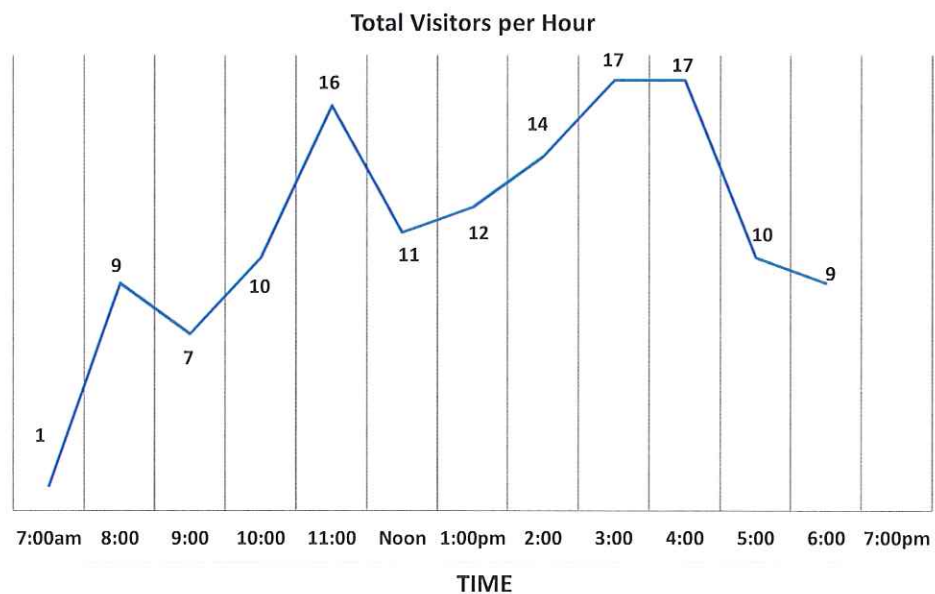
- Site monitored Sat & Sun, May 19 & 20, 7AM-7PM
- Empty in Morning

07/03/2018

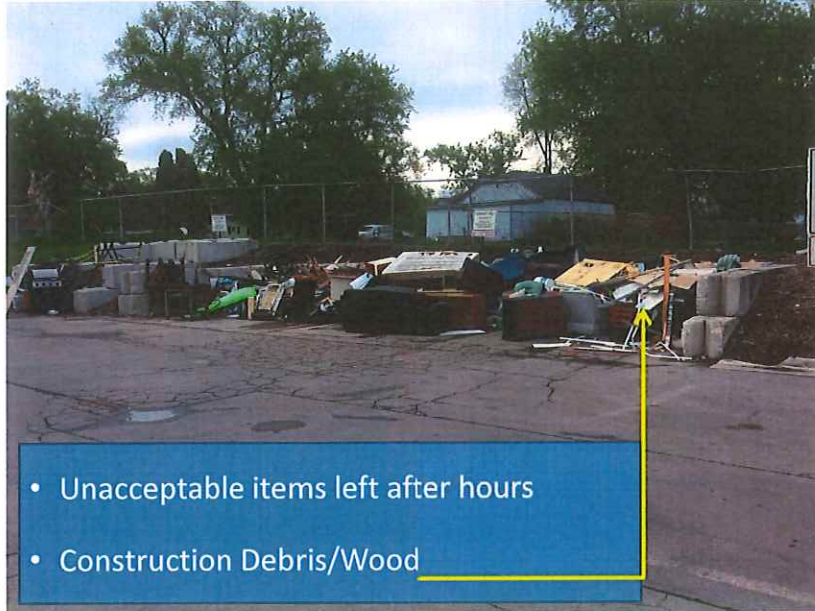
Saturday, May 19 – 7:00 PM



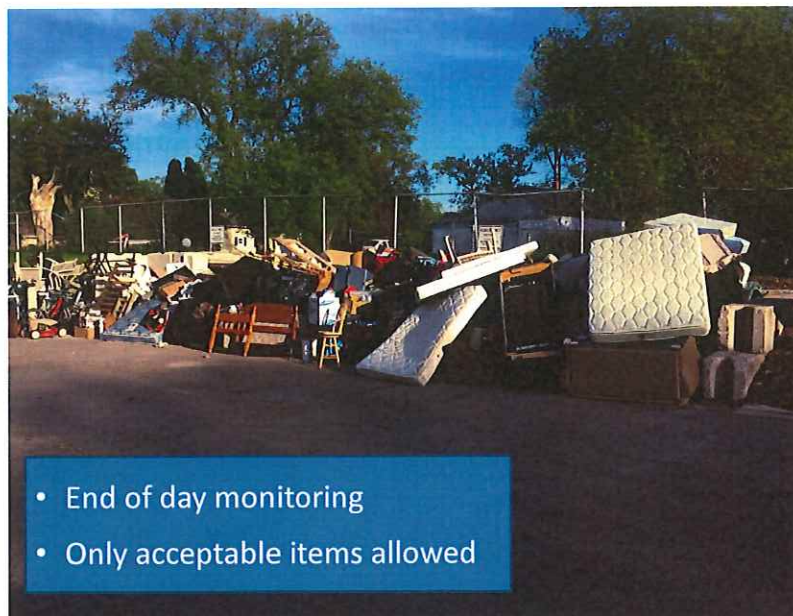
Number of Rubbish Drop Offs – Sat. 5/19/18



Sunday, May 20 – 7:00 AM

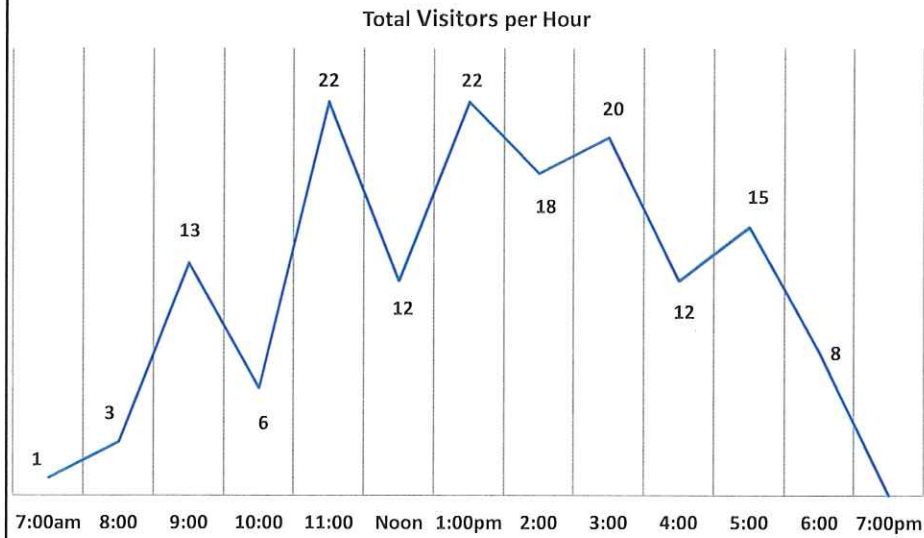


Sunday, May 20 – 7:00 PM



07/03/2018

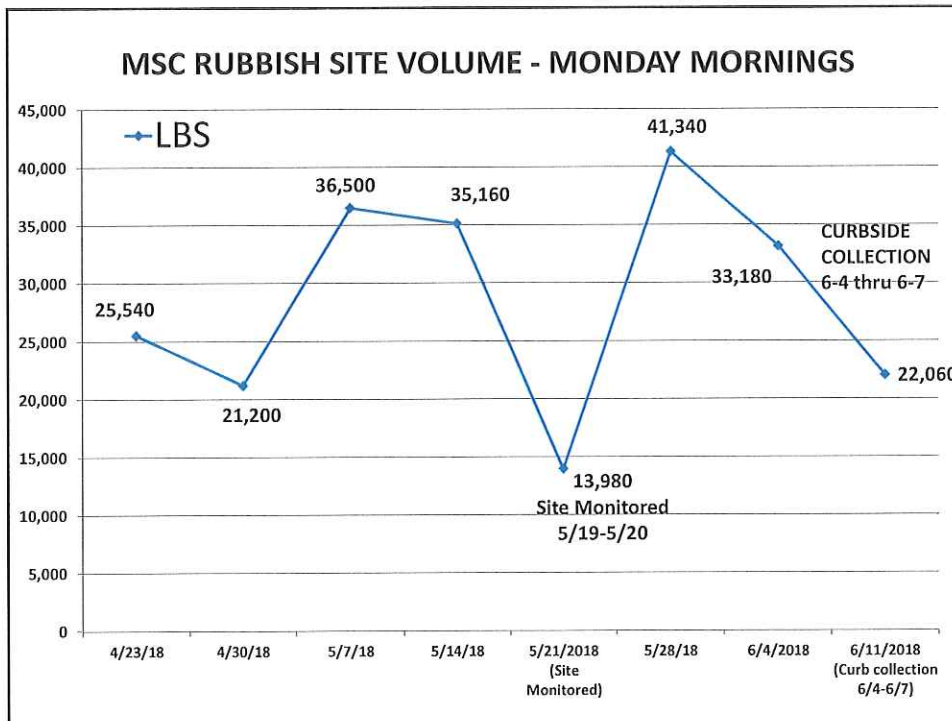
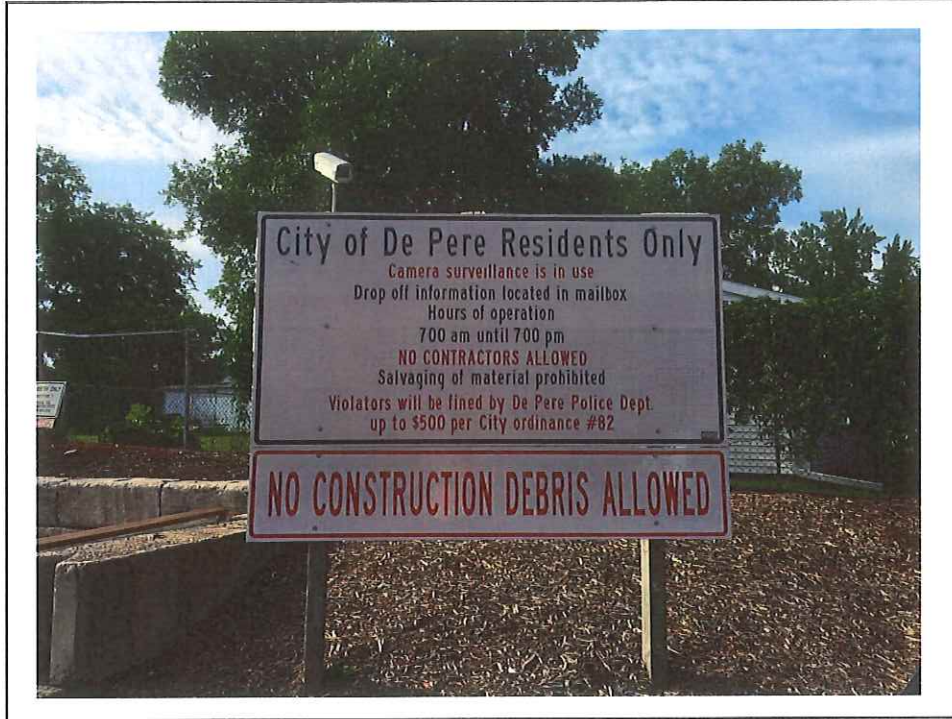
Number of Rubbish Drop Offs – Sun. 5/20/18



Monday, May 21 – 7:00 AM



Attachment: MSC Rubbish Drop Off Presentation 7-3-18 (7133 : Consider Revising MSC Drop Off Operations)



What do other communities provide for drop off sites?

NO Rubbish Drop Off Sites:

- Lawrence
- Ledgeview
- Hobart
- Bellevue
- Ashwaubenon
- Allouez (Oil drop off only)
- Howard (Electronic drop off only)

MSC Site has turned into a Brown County dumping site for non-residents.

Rubbish Sites provided:

- Green Bay (2 sites): M-Th 7am-3pm, Fri 7am-6pm,
2nd & 3rd Sat of month 7am-noon
(Gated, not staffed)

What do other communities provide for rubbish services?

MUNICIPALITY	RUBBISH DROP OFF SITE	OTHER SITE	HOURS OF OPERATION	CURBSIDE COLLECTION	CURBSIDE INFORMATION
LAWRENCE	NO			NO	
LEDGEVIEW	NO			NO	
HOBART	NO			NO	
BELLEVUE	NO			NO	
ASHWAUBENON	NO			YES	❖ 2nd week of month ❖ Free of charge, if pile is larger than 8 feet, fees may apply.
ALLOUEZ	NO	LeBrun Yard Waste & Oil Drop-off	Vary throughout the year	YES	❖ 1st full week of month (except April & Nov - leaf collection) ❖ Up to 2 cubic yards free of charge
HOWARD	NO	Electronic Drop Off Site at PW Building	24/7	YES	❖ Must request special pick up on Monday for collection on Tuesday ❖ No charge
GREEN BAY	YES - 2 Sites		M-Th 7am-3pm, Fri 7am-6pm, 2nd & 3rd Sat of month 7am-noon	YES	❖ 2 collections per year (spring & fall) ❖ Up to 2 cubic yards free of charge.
DE PERE	YES		7 days a week, 7am - 7pm	YES	❖ 2 collections per year (1st weeks of June & Sept) ❖ Special collection – (minimum fee of \$40)

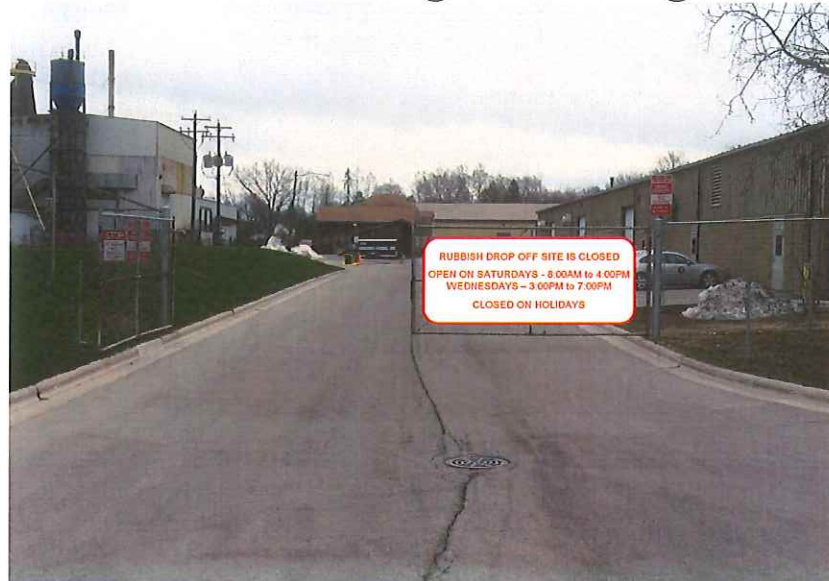
MSC RUBBISH SITE OPPORTUNITIES				
ISSUES	X = ELIMINATES ISSUE ✓ = LIMITS ISSUE			
	#1	#2	#3	#4
	DO NOTHING	LIMITED HOURS - FENCE + GATE	LIMITED HOURS - FENCE + GATE & ATTENDANT	CLOSE
	Increased volume	✓	✓	X
	Increased cost	✓	✓	X
	Increased employee time	✓	✓	X
	Non-residents dumping		X	X
	After hours violators	✓	X	X
	Unacceptable dumping		X	X
	Police Involvement		✓	X
	Fire & Rescue Inv		✓	X
	Scrapping/Salvaging		X	X
	Vehicle damage		✓	X
	Litter nuisance			X
	Increased liability to City		✓	X
	Neighbor Impact		✓	X

Rubbish Team Recommendation

- Change location to existing MSC rear rubbish site
- Install new sliding gate
- Limited Hours
- Attendant

FENCE/GATE

Install Sliding Gate & Sign



Existing Rear MSC Rubbish Drop Off Site



Existing Rear Yard Bins



Larger Drop Off Area in Rear Yard



Limited Hours

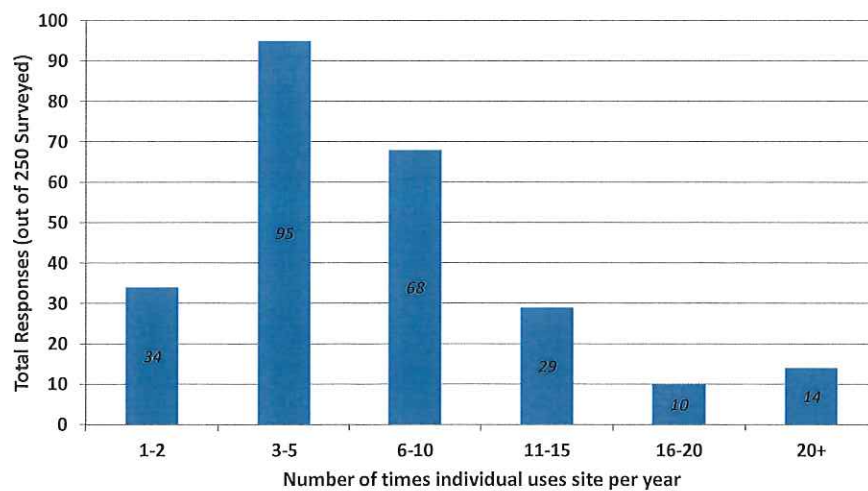
- April 1 – November 30
- Saturdays, 8:00am – 4:00pm
- Wednesdays, 3:00 pm – 7:00pm
- Closed on Holidays

❖ Rubbish site would provide residents 68 times per year to utilize

Site Use

Survey Question:

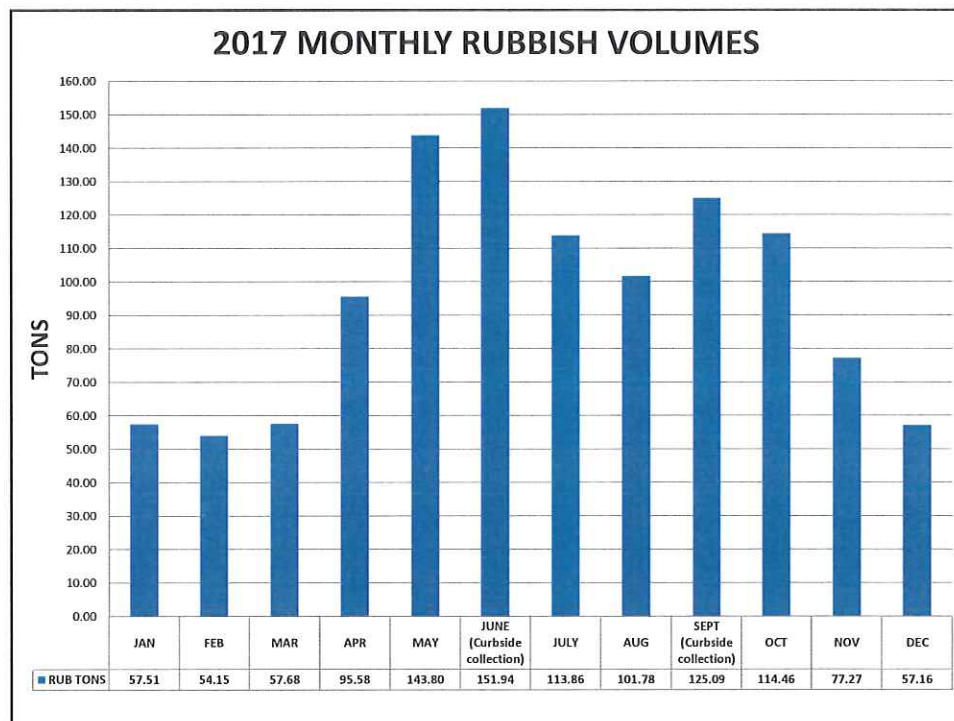
How many times a year do you use this site?



April 1 – November 30

WHY??

- Winter months – Snow Operations
- Volume is significantly higher April through November
- Staffing during severe cold winter months will be a challenge



Staffed by Attendant

Estimated Annual Cost:

- 34 Saturdays at 8 hrs = 272 hrs x \$15/hr = \$4080
- 34 Wednesdays at 8 hrs = 136 hrs x \$15/hr = \$2040
- TOTAL = \$6,120

Estimated Cost Savings:

Approximately 30% = \$39,500

Questions???



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Modifying the Ordinance for Short Term Parking from 2 Hour to 3 Hour Parking.

Summary

Over the past month, the City has received a number of inquiries and comments from business/property owners about public downtown parking. Like many downtowns, city-owned lots provide the bulk of public parking for the area buildings. In De Pere, City ordinances set regulations for these spaces, designating some as short term(2 hours) and some as long term (overnight, up to 72 hours).

While parking is always a popular topic of discussion, particularly in Downtown areas, the vast majority of recent conversations noted that the current two hour time limit for short term parking does not meet the needs of their business. Several noted that two hours does not provide enough time for them to serve their customers and it also does not encourage a ‘park once’ strategy in order to encourage walking and stopping at other businesses.

The Parking and Traffic Team discussed short-term parking at their meeting on May 15, 2018 and unanimously agreed to move forward with a proposal to change the two hour time limit to three hours. Staff sent the attached letter describing the change to Downtown business and property owners in late May of 2018.

As of June 29, 2018, the City Development Services Department fielded three phone calls with comments/questions about the parking change. We also received a number of email comments that are attached for review.

Phone Calls

Mike Hubert – No comment on proposed change. Requested that spaces in front of 310 Wisconsin be changed to 4 hour.

Nancy Van Roy – Opposed proposed change. Would prefer that time limit go back to 1 hour.

Regina Becker – Strong support of proposed change. Her customers have had to move their cars in the middle of visiting Regina’s 7 Pillars. Noted that time limit could be longer than 3 hours.

Feedback Summary

Support Proposed Change: 14

Oppose Proposed Change: 4

Neutral or commented on items unrelated to proposed change: 3

Recommendation

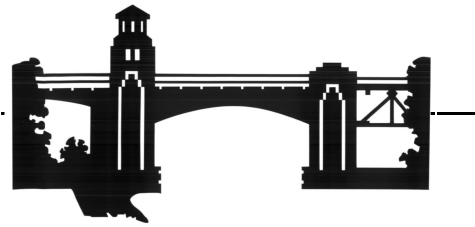
Staff requests consideration to change the short-term parking time limit from two hours to three hours. If the Board of Public Works approves this change, a proposed ordinance will be reviewed by the Common Council at the July 17, 2016 meeting.

ATTACHMENTS:

- 5-2018 Parking Letter (PDF)
- Short Term Parking Email Feedback 6-2018 (PDF)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



May 31, 2018

RE: Proposal to Change Short Term Parking from Two Hours to Three Hours

Dear Downtown De Pere Property/Business Owner,

Over the past month, the City has received a number of inquiries and comments from business/property owners about downtown parking. Like many downtowns, the City owns and maintains a large amount of parking via on street spaces and off street lots. In De Pere, City ordinances set regulations for these spaces, designating some as short term (two hours) and some as long term (overnight, up to 72 hours).

Many recent conversations expressed concern over the length of the short-term stalls. We have heard that two hours is not long enough for some business customers. The time limit is also not conducive to encouraging visitors to walk around the Downtown to visit multiple destinations. Public input received from recent planning initiatives indicates a strong desire for a more vibrant and pedestrian focused Downtown. To that end, we propose changing the short term parking time limit from two hours to three hours.

The proposed change will be reviewed at the following meetings:

1. Monday, July 9 – Board of Public Works: Review/Recommendation to Council
2. Tuesday, July 17 – Common Council: Review/Ordinance

If approved, the new time limit will become effective shortly after the July 17 Council meeting. What do you think of this proposal? We want to hear from you! Here are a few ways you can provide input:

- Contact me at kflom@mail.de-pere.org or 920-339-2370. Your comments will be included as part of the staff report.
- Attend the Board of Public Works and or Common Council meetings. Meetings are held at City Hall at 7:30PM and also live streamed: <http://deperecitywi.igm2.com/Citizens/Default.aspx>

We appreciate all you do to make Downtown De Pere a premiere Main Street Community and look forward to hearing your feedback.

Regards,

Kimberly T. Flom, AICP/RLA
Development Services Director

Short Term Parking Proposal – Email Feedback

From: Taylor Vogel <sun4taylor@gmail.com> Sent: Fri 06/01/2018 10:56 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Short Term Parking

Hi Kimberly,

I have received the letter regarding the short term parking in the city.

I own the tanning salon located at 310 N Wisconsin St. I personally, (along with my employees and other business at this location) feel that the short term parking is something that is helpful in some instances. The short term parking is also a hassle in some instances as well.

My business is the only business that is open until 9pm at night in this small portion of the strip mall. My employees regularly park in the short term parking, because by 9pm (mostly during Spring, Fall and Winter) it is dark out, and they don't want to have to walk across the whole parking lot alone in the dark.

The short term parking isn't helpful at all in the instances of The Seroogies run, or Celebrate De Pere, I actually have to close my business most of the time because the short term parking time limit isn't enforced during those events, and my customers and employees have no where to park.

Myself and the businesses around would love to see something done for the people who work in this building. Maybe a permit or something that allows us to park in the short term parking without having to risk or worry about getting a ticket.

Thank you for your time!

Taylor Vogel

Solar Oasis
 310 N. Wisconsin St
 Suite B
 De Pere, WI 54115
 920-632-4017

From: Sonny Hennessy <sonny@lifechurchgb.com> Sent: Wed 06/13/2018 3:19 PM
 To: Kimberly T. Flom
 Cc:
 Subject: 2 to 3 hour Parking

I love it! I would encourage it to go to 3 hour. I believe people getting parking tickets will then not be as likely to return to downtown De Pere to shop and eat :(

Sent from Sonny's iPhone (sorry about brevity and typos)

From: news@thepuddleduck.com Sent: Tue 06/12/2018 3:40 PM
 To: Kimberly T. Flom
 Cc:
 Subject: parking

Hi Kim!

Just wanted to send a quick note regarding the 3 hr parking change. I am totally in favor.

Hope all is well!
 Thanks,
 Kristy Bohun

The Puddle Duck
 124 N Broadway
 De Pere WI 54115

Attachment: Short Term Parking Email Feedback 6-2018 (7134 : Consider Modifying the Ordinance for Short Term Parking from 2 Hour to 3

From: Tim Majewski <tim.majewski@mission-financial.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Proposed short term parking change

Sent: Mon 06/18/2018 10:38 AM

Good morning Kimberly,

Thanks for asking for feedback. My firm is Mission Financial in the old De Pere post office building.

The problem I have run into on occasion is, sometimes my more complex financial planning meetings run longer than two hours. Not only is it disruptive to the meeting, but it's a little embarrassing to tell someone to go out and move their car :-)

I'm a big advocate of downtown De Pere when speaking with my clients. The majority of my clients are from surrounding communities, not from De Pere, so this is a good introduction for them to all that our downtown has to offer. I think this additional short-term parking time is a no-brainer.

Please let me know if you have any questions. Thanks,

Tim

Timothy A Majewski, President
 Financial Planner
 Mission Financial & Insurance LLC

Improving your Life, Improving our World.

416 George Street
 De Pere, WI 54115
 920.632.4963
tim.majewski@mission-financial.com
www.mission-financial.com

From: Kevin Kryshak <kevinkryshak@yahoo.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Parking times

Sent: Fri 06/01/2018 11:29 AM

Hi Kimberly,

As someone who has tried to maintain parking availability for my customers in East DePere for over 35 years, this proposal for extending parking will be a disaster for me.

Why? I have absolutely no customers who need more than two hours to use my services. What I do have is 10-20 employees of the surrounding buildings who treat the two hour parking as their personal parking spaces. On any given day, 3 to 5 of my available 5 spaces are taken by these people already..

So, your proposal basically is this:

Come to work at 9, park in my 3 hour space.
 Go to lunch at 12, come back at one and park in my space.
 The parking authority absolutely never comes back in the afternoon to check for violators, sit in my spaces until 5, Go home.
 Local apartment dwellers see this is possible, park in any and all remaining spaces day and night.

FRV Inc and Lamp Shade go out of business with zero parking available. Mission accomplished.

You may find with a little research that a lot of the people asking for the 3 hour parking just want to park all day in them themselves. It is dog eat dog over here, I have store owners themselves that should be bright enough to see that hogging the 2 hour spots is bad for all of us parking all day in my two hour spaces anyway.

Sincerely,

Kevin Kryshak
 Sales & Service

FRV INC
 107 South Broadway
 DePere, WI 54115
 920-336-1616

From: Lesa Klug <Lesa.Klug@DarbyDentalSupply.com> Sent: Fri 06/01/2018 12:02 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to Change Short Term Parking from 2 HRS to 3 HRS

Dear Ms. Flom,

As an employee of a Darby Dental Supply at 310 N Wisconsin Street I speak on behalf of our business and 10 employees which find it extremely concerning that we as employees cannot park in our main lot with easy access to our work.

With very few businesses on the north side we see no reason why this lot is deemed short term except for the few spots on the west and north side of the lot.

Many times we find it very difficult to walk across the parking lot during the winter months, putting the employees at danger for slipping, this lot is poorly maintained in the winter.

As a business, we have vendors that come for training from out of state and have received a ticket for parking in the lot, which I feel does not reflect well on the community.

Thanks for allowing our feedback, we hope to see some positive changes.

Lesa L. Klug
 Sales Manager
 Darby Dental Supply LLC
 310 N. Wisconsin St
 Suite C
 De Pere, WI 54115
 tel. 866.309.9471 Ext 1002
lesa.klug@darby.com

From: Alicia Birder <alicia@birderstudio.org> Sent: Mon 06/04/2018 4:50 PM
 To: Kimberly T. Flom
 Cc:
 Subject: 3 hour parking

Good day Kim,

I welcome the proposal from 2 hour to 3 hour parking.
 This would be an amazing and appreciated improvement for our patrons as there isn't a show or event that runs less than 2 hours. Typically most gatherings run between 2- 3 hours.

Thank you

Alicia

--

Alicia Birder

Executive Director, Birder Studio of Performing Arts
 Artistic Director, Birder Players
 Broadway Theatre, 123 S. Broadway, De Pere, WI. 54115
 307 Reid Street, De Pere, WI 54115
 920-339-9999
www.birderstudio.org
 BSOPA Core Values - Educate, Inspire Create, Achieve

From: Kimberlee Gast <kimberleegast@yahoo.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Short term parking proposal

Sent: Fri 06/01/2018 12:56 PM

Hi Kim,

I agree and fully support the change of the two hour parking to three hours. Thank you. I look forward to the approval of this.

Have a great hair day!)

Kimberlee Gast
 K Será Salon
 118 N Broadway
 DePere WI 54115
 920.347.4648
 Cell: 920.475.5525

From: Lance Abts <labts@landscapeartisans.com>
 To: Kimberly T. Flom
 Cc:
 Subject: timing of short term parking

Sent: Fri 06/01/2018 3:10 PM

Hello Kimberly;

Just a note regarding the proposed short term parking change from 2 hour to 3 hour.

I think this is a great idea, allowing more time to walk and explore our area with all of the new businesses in the area.

Thanks for asking

Lance



Lance Abts

Landscape Artisans
 371 Main Avenue
 De Pere, WI 54115
 Office: 920-347-4727
 Mobile: 920-371-3156

From: Dave Holten <dholten@mbjeng.com>
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to Change Short Term Parking from 2-hours to 3-hours

Sent: Fri 06/01/2018 12:36 PM

Kimberly,

I just received your letter regarding the proposed changes to parking time limits. As a business owner in downtown De Pere, I would support the proposed change.

My business is located at 125 South Broadway, so I (and my staff) typically use the lot behind our office and along the west side of South Wisconsin Street. There are many "Long-Term" parking spots . . . and I see in your letter that Long-term is limited to 72 hours . . . I was not aware of that limit. We do find that many long-term spots are occupied, sometimes for longer than 72 hours. This lot is quite full during most weekdays, and finding a long-term spot can be difficult for those who work in this area. What might be more helpful to us, is to have "no-overnight" parking rather than "Long-Term". I think that might be a better option for those of us who work in downtown.

Thanks for sending out your letter. I appreciate the opportunity to provide input.

Regards

Dave

David S Holten, PE SE | Managing Principal, Green Bay & Duluth | MEYER BORGMAN JOHNSON | d 920 351 0530 c 920 445 6777 | SEE STRUCTURE.
www.mbjeng.com

From: Brittany Fisher <brittanyf@performainc.com> Sent: Wed 06/06/2018 8:17 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Short term Parking

Good Morning Kim,

As an De Pere employee, I am in strong favor of the increased time in short term parking. We often have client meetings that run over 2hrs long and have had to pay multiple parking tickets on their behalf, due to all of the long term parking being taken near our building. I also think that it will be great for downtown foot traffic and will hopefully drive more people to the area to stay and play longer! I am happy to hear that the city has heard people's parking concerns and are considering taking action.

Thank you,

Brittany Fisher
 Project Coordinator



Performa, Inc.
 124 N. Broadway
 De Pere, WI 54115
 920.336.9929 Office

From: Julie Jadin <djadin1@new.rr.com> Sent: Wed 06/06/2018 8:37 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Proposal to change short term parking

Dear Kimberly,

I recently received your letter of a proposal to increase the 2 hour short term parking to 3 hours.

My business is Skyline Salon and located next to the new coffee shop. I have been at my location for over a year and a half. I love my location and have never had any issue with the 2 hour parking limit. The addition of the coffee shop, which is awesome for this downtown area has created some parking issues. People generally stay at a coffee shop/restaurant longer than when clients or customers patronize the smaller businesses that are here. If the parking is increased to 3 hours this might be beneficial for one business, but detrimental to another. The 3 hour parking limit will decrease the parking spot turnover and will affect my clients finding parking.

I am so excited this downtown area is growing and want all new and existing businesses to be successful. I hope that more parking spaces can be made available or if possible have designated reserved spots for businesses. This would be ideal for me since I would only need 1 or 2 spots.

Thank you for giving the area businesses the opportunity to express concerns over this proposal.

Sincerely,

Julie Jadin
 Skyline Salon
 321 Main Ave Ste B
 Depere WI. 54115

Sent from my iPhone

From: Chad Nehring <chad@thegreenroomonline.com>
 To: Kimberly T. Flom
 Cc: atkrans@gmail.com; tina@definitelydepere.org; mike.eserkaln@gmail.com
 Subject: Input - Short Term Parking

Sent: Thu 06/07/2018 10:50 AM

Kimberly:

Thanks for your presentation last night at the Definitely DePere meeting. It's encouraging to see the overall direction. I apologize for not taking the time to greet you after the meeting. As the host site, I got caught up in some logistical details and before I knew it....much time had passed.

Thanks for the opportunity to comment on the parking situation, specifically Nicolet Square. Mike Eserkaln and I as co-owners of The Green Room have been more in touch with the situation, since moving to the 365 Main building and to a 7-day operation from 11AM until late.

We had an incident occur several weeks back with a high-profile customer that utilized our facility for corporate training. Several attendees were ticketed for overtime parking (which in the interest of goodwill we ultimately refunded to them) and the overall impression was "This is how the City welcomes people?" It was hard to disagree.

Prior to the event, I had requested "relaxed" parking enforcement from the City for a half day period to accommodate our patrons. As a former law enforcement officer in a smaller city, this was a periodic request, and one that we as police officers would honor in the interest of community relations. While extremely polite about it, my request was denied by police command staff. The reason stated was that enforcement was going to be consistent, fair, and that they were aware of the issues on Nicolet Square, but there was nothing they could do about it. Indeed, a follow up communication with the Police Department and ultimately with the City Attorney reinforced that by telling us we couldn't even pay parking tickets on behalf of our patrons (in the City Attorney's somewhat direct manner - we were "practicing law without a license").

There is no question the addition of some large businesses has changed the parking dynamic downtown, and specifically in Nicolet Square. One business in particular, while a great addition to the west side, has such an abundance of customers that remain in the business for long periods that the availability of short term spaces has been reduced, significantly. While we are supportive of their success, we also have some concerns.

We coach our employees to park in non-restricted areas, and to walk into work. We leave short term parking for the use of downtown customers. Unfortunately, we seem to be in the minority for doing so. Some residential buildings also use short term parking for longer terms (especially on the weekends). Enforcement has went from nearly non existent to high levels, especially in the daytime.

I would have a few suggestions:

Three Hour Parking: This to me is a good first step. Three hours would encourage more extended visits downtown, and for most people should be satisfactory.

500 Block Parking: It would be helpful to have the lot that is on the corner of Main & 5th be an unrestricted lot. I think many people are discouraged from parking here as the signage would seem to indicate it's a private lot and towing will occur (and that could very well be the case, as I'm not clear either). If this lot were a non-permitted longer than 3 hour lot, we would coach our employees to park there and walk over.

Temporary Permits: I'll use our event as an example, and a scenario that is used in other cities: temporary permits. One would need to seek permits and permission PRIOR to the event, and permits are temporary, good for only the day in question, and only in the long term permitted areas. This would cure the occasional issues that we run into when we have a corporate group or extended classes.

Overnight Parking: Overnight parking be restricted to long term parking areas only. Those who choose to live downtown unfortunately need to be aware that parking is not always necessarily going to be "at the front door".

We want to be supportive and respectful of our entire downtown community. We need to continue to build the downtown as an end-user friendly location to visit. Some common sense on enforcement and some minor adjustments in rules will go a long way to support this goal.

Please feel free to contact me if I can provide any additional input.

Thanks again for the opportunity to comment,

Chad Nehring, CFP
 Co-Owner, The Green Room

From: Kevin Osadjan <osadjan@aol.com> Sent: Sat 06/09/2018 11:21 AM
 To: Kimberly T. Flom
 Cc:
 Subject: two hour parking

Hello Kimberly. Gallagher's Pizza is adamantly against increasing the two hour parking limit to three hours. The Nicolet Square parking lot is a mess already. Letting people park there for three hours will only make it worse. The lot was already stressed and then you approved the opening of The Exchange. There needs to be a way to control who moves into the area per their parking requirements. There are only so many spots. Please come down on a busy afternoon and find a spot to park. You will see people circle through the lot twice and then speed off. I don't think increasing the parking limit to three hours is going to make the square or main street more vibrant and pedestrian focused...sounds nice though. It may create more vacant building space as people move out. Kevin Osadjan, Gallagher's Pizza.

From: Matt Lutsey <matt@wasedafarms.com> Sent: Sat 06/09/2018 11:37 AM
 To: Kimberly T. Flom; Scott Crevier; Dean Raasch; Mike Walsh
 Cc:
 Subject: Proposed parking time limit change

Kim, Council, Mayor, and Boards,

In case you are all unaware, THERE IS A HUGE PARKING PROBLEM IN DOWNTOWN WEST DEPERE. Restaurants are losing business right now because when their customers come, there is no parking, and they leave and go somewhere else. One business has told me that their business is down drastically because there is no parking and is considering moving to a location with better parking options. Waseda Farms Market's grocery business died every Friday night at 5pm when the lot filled up.

Yoga classes are one hour. Lunch takes less than one hour. Dinner takes 1-2 hours. Financial planning meetings are done in less than two hours. Nails are done in under 2 hours. I think lengthening the time allowed to park from 2 to 3 hours is a bad idea and bad for most of businesses. It might be good for a coffee shop where their customers sit down for hours but that means it is only good for one business. And how much do they really spend on 2 coffees and a sandwich in 3 hours?

People do not walk around downtown west De Pere. You may want this, but the only real walking around in Downtown west De Pere is from bar to bar. Changing this to longer parking time limits will only make for less parking which means that less people are coming to downtown.

The parking is only enforced one time per day 4-5 days a week. Everyday people over stay the two hour limit and get away with it. Let them keep rolling the dice or go out and move their cars every two hours.

Longer parking time limits that will continue to go unenforced will result in less parking which mean less business. When businesses start leaving the downtown area you will know this idea is not good for everyone.

Fix your real problem and build a parking ramp, then you will have the ability to have a vibrant pedestrian friendly downtown.

Sincerely,

Matt Lutsey
 Waseda Farms Market and Building Owner

From: Maggie Dame <maggie@damesalonspa.com> Sent: Sat 06/09/2018 4:28 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Parking

Hi Kimberly

My name is Maggie Dame and I am the owner of Dame Salon Spa at 620 George Street.

I am absolutely in favor of more 3 hour parking. The two hour parking on George Street has been very difficult for my type of business to manage. We have many guests who are here for spa day treatments, extensions etc.. These appointments last 2+ hours.

Thank you for your attention to the parking issue in De Pere. I am grateful for your efforts.

I have marked the two City Hall meetings in my calendar and hopefully can attend.

Thank you

Maggie Dame

From: Tricia Huguet <georgehugo73@gmail.com> Sent: Wed 06/27/2018 1:45 PM
 To: Kimberly T. Flom
 Cc:
 Subject: Infinity Hair Salon, LLC

Hi, I just opened a new business in the Reid Street crossing on April 2, 2018. I feel that the two hour parking limit can be a problem sometimes. Some of our customers have chemical service appointments that are somewhere between 2 to 3 hours long. So having a two hour limit can make some of them very nervous about getting out on time. I would like to see the parking limit be longer. If you have any comments, questions or concerns, please contact me!

Thanks, Tricia Huguet

Tricia H.

From: MaryAlexis <maryalexis@new.rr.com> Sent: Wed 06/27/2018 9:22 AM
 To: Kimberly T. Flom
 Cc:
 Subject: Re: EE Meeting Follow Up

Hi Kim

Thanks for the update! Much appreciated. I understand the need for three hour parking here in Nicolet square and Ron and I are fine with that.

Glad the Cultural district master plan was approved by the plan commission. At this time, we are more supportive of the Irwin school project than creating more business and residential in the downtown on the East side. again, we think that some of the projects happening along the Riverside Drive corridor are going to fill the needs of folks for awhile and would rather see the city put its energy into the Mulva center and the other public projects that enhance the experience for all of DePere.

The facade grant change sounds fine. Does the grant apply to facades that have two fronts? Such as our situation here in Nicolet square? If not, I would add that to the new language as well.

Cheers

And thanks for all you do!

MaryAlexis and Ron
 345 Main

Sent from my iPad

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider City Engineer Parking & Traffic Recommendations.*

**City Engineer Parking and Traffic Recommendations
June 15, 2018 Meeting**

Parking and Parking Lot Items:

1. Change parking on the west side of Huron Street in front of the Notre Dame school from Loading/Unloading to unrestricted parking.
 - School requested a change in parking to allow parking on part of Huron due to a change in the school's entrance.

Recommendation:

- Staff recommends removing the loading zone restriction for the bump out area at the school on Huron Street. Parking will be allowed in this area. The ordinance change will be as follows:

Loading Zone

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Huron Street</i>	<i>W</i>	<i>George</i>	<i>Charles</i>

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Huron Street</i>	<i>W</i>	<i>George</i>	<i>220/S</i>

2. Restrict parking in alley off of Fort Howard.
 - This alley was reconstructed several years ago. The reconstruction included an area for City trucks to turn around. Due to parking in the southern part of the alley, it is difficult for garbage and plow trucks to turn around.

Recommendation:

- Staff recommends restricting parking in the alley off of Fort Howard off of the intersecting alley by updating the ordinance as follows:

No Parking

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Alley (N/S off of Fort Howard, east of RR Tracks</i>	<i>W</i>	<i>Southerly curb line of E/W Alley</i>	<i>S. End</i>
<i>Alley (N/S off of Fort Howard, east of RR Tracks</i>	<i>E</i>	<i>Southerly curb line of E/W Alley</i>	<i>S. End</i>

3. Eliminate parking on the north side of Merrill between Michigan and Superior.
- This area is already marked for no stopping or standing, however, the signage in the field does not match the ordinance.
 - Staff reviewed the area of Merrill from Broadway to Ontario and found several discrepancies.
 - Photos of the current signing has been included.

Recommendation:

- Staff recommends changing the signs and ordinance on Merrill as noted below. The change will not allow stopping or standing on the north side from Broadway to Erie and from Ontario to 675' east, and on the south side from Broadway to Wisconsin Street. Comments on the change are included below.

No Parking

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Merrill</i>	<i>N</i>	<i>Chicago</i>	<i>Broadway</i>	<i>Duplicated in No Stopping or Standing</i>
<i>Merrill</i>	<i>N</i>	<i>Washington</i>	<i>83/E</i>	<i>Duplicated in No Stopping or Standing</i>
<i>Merrill</i>	<i>N</i>	<i>Broadway</i>	<i>Wisconsin</i>	<i>Duplicated in No Stopping or Standing</i>
<i>Merrill</i>	<i>S</i>	<i>Broadway</i>	<i>Chicago</i>	<i>Intersection change</i>
<i>Merrill</i>	<i>S</i>	<i>Chicago</i>	<i>Wisconsin</i>	<i>Intersection change</i>

No Stopping or Standing

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Merrill</i>	<i>N</i>	<i>Michigan</i>	<i>Erie</i>	<i>Delete this segment. It is signed and covered with the updates.</i>

No stopping or standing during school hours, when children are present, 7:30 a.m. to 3:30 p.m.

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Merrill</i>	<i>N</i>	<i>Washington</i>	<i>650/E</i>	<i>Change due to Street reconfiguration</i>
<i>Merrill</i>	<i>N</i>	<i>Wisconsin</i>	<i>Michigan</i>	<i>Included area in modification below.</i>

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Merrill</i>	<i>N</i>	<i>Ontario</i>	<i>675/E</i>	<i>Modify section above.</i>

<i>Merrill</i>	<i>S</i>	<i>Broadway</i>	<i>Chicago</i>	<i>Update ordinance to match signage</i>
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No stopping or standing during school hours, when children are present, 7:30 a.m. to 3:30 p.m.

Modify

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Merrill</i>	<i>N</i>	<i>Broadway</i>	<i>Wisconsin</i> <i>Erie</i>	<i>Change this to Erie to match signing on street</i>

4. Modify the signage for the parking stalls in Nicolet Square.
 - Parking continues to be at a premium in the parking lot.
 - The long term parking by permit signs may be confusing. See the attached information.

Recommendation:

- Change the signage in for the stalls that long term permit parking is permitted to read:
 - i. *Recommend changing the sign to read*
HR Parking
9 AM to 6 PM
Mon thru Sat
Long Term Parking
By Permit Only

Note: # is to be 2 or 3 hour, depending on actions by the Council for the change in short term parking

5. Restrict parking on one side of Pershing and Honey.
 - On street parking has increased in the area.
 - The street width policy for parking on local streets is as follows;
 - No Parking – 23 feet wide.
 - Parking on One Side – 28 feet wide.
 - Parking on Both Sides – 32 feet wide
 - Honey Court.
 - Street width is less than 32 feet (as low as 25.5 feet) near the intersection with Cook Street. Cook Street is a collector street with a signal immediately east (at Broadway) of the Cook and Honey Court intersection. Parked cars on both sides of the street could create traffic issues at the signal.
 - Pershing Road
 - The street width is 23 feet. Both Honey Court and Pershing Road are local streets and cul de sacs.

Recommendation:

- Staff recommend the ordinance be update to restrict parking on the streets as follows:
 - Honey Court - Consider no parking in the area where the width is less than 32 feet.

No Parking

Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Honey Court</i>	<i>E</i>	<i>Cook</i>	<i>100/S</i>

- Pershing Road - Consider no parking on the north and east side of Pershing Road

from Honey Court to the cul de sac. Even though Pershing Road width could warrant no parking on both sides, staff recommends adding to one side and evaluating if there is a continued problem.

No Parking
Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Pershing Road</i>	<i>E</i>	<i>Honey Court</i>	<i>S. END</i>

6. Restrict parking on Ninth Street at Post Office.

- Ninth Street is a collector with an ADT of 7600 vehicles per day, per the Wisconsin Department of Transportation. Staff performed a count at the Post Office driveway and there were 143 cars that used the driveway.
- There have been two accidents at this location in the last six months.
- Vehicles are regularly parked near the entrance for the majority of the day.
- Parking is restricted on Ninth Street, north of the driveway (300 feet south of Main Avenue) due to the dedicated left and thru/right lanes.

Recommendation:

- Staff's preference is to minimize restrictions to on-street parking. However, at this location, with the higher volume of traffic, several recent accidents, and parking restriction to the north, staff recommends the parking be restricted 30 feet from the drive. Restricting the parking 30 feet from the drive will effectively eliminate one parking stall as there is a hydrant at the drive way which creates a 10 foot restriction. The ordinance will be updated as follows:

No Parking
Modify:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>	<i>Comment</i>
<i>Ninth</i>	<i>E</i>	<i>Main</i>	300/S 360/S	<i>Change 300/S to 360/S</i>

7. Restrict parking on Webster at Charles Street to accommodate the new pedestrian refuge islands.

- The City is installing new pedestrian refuge islands on Webster Avenue at Charles Street in conjunction with the Charles Street reconstruction project. With traffic being shifted for the islands, parking on Webster Avenue will need to be restricted on the east and west side of the street.

Recommendation:

- Staff recommends the restricting parking 105 feet south of the intersection and 100 north of the intersection, modifying the ordinance as follows:

No Parking
Add:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Webster Avenue</i>	<i>E</i>	<i>105/S Charles Street</i>	<i>100/N Charles Street</i>
<i>Webster Avenue</i>	<i>W</i>	<i>105/S Charles Street</i>	<i>100/N Charles Street</i>

Pedestrian and Bicycle Items

8. Consider the addition of a curb ramp at Westwood and Ninth Street.
 - There are no curb ramps for crossing Ninth Street between Meadowview Lane to Grant Street

Recommendation:

- Staff recommends the addition of a curb ramp on the north side of the intersection.

Speed and Speed Limit Signs

9. Review speeding concerns on Lawrence Drive near Southwest Park which included consideration for more speed limit signs or an electronic flashing speed sign.

- Speed limit counts were performed at several locations along this corridor, including at the South City limits and at 2481 Lawrence Drive. A summary of speeds is as follows:

Location	Mean Speed	85 th Percentile Speed
South City Limits	37.8 mph	44.5 mph
2481 Lawrence	34.4 mph	39.6 mph

- The 25 mph speed limit sign is located at the south City limits. This is almost 1000 feet from where the residential development starts.
- The speed limit is 45 mph south of the City limits.

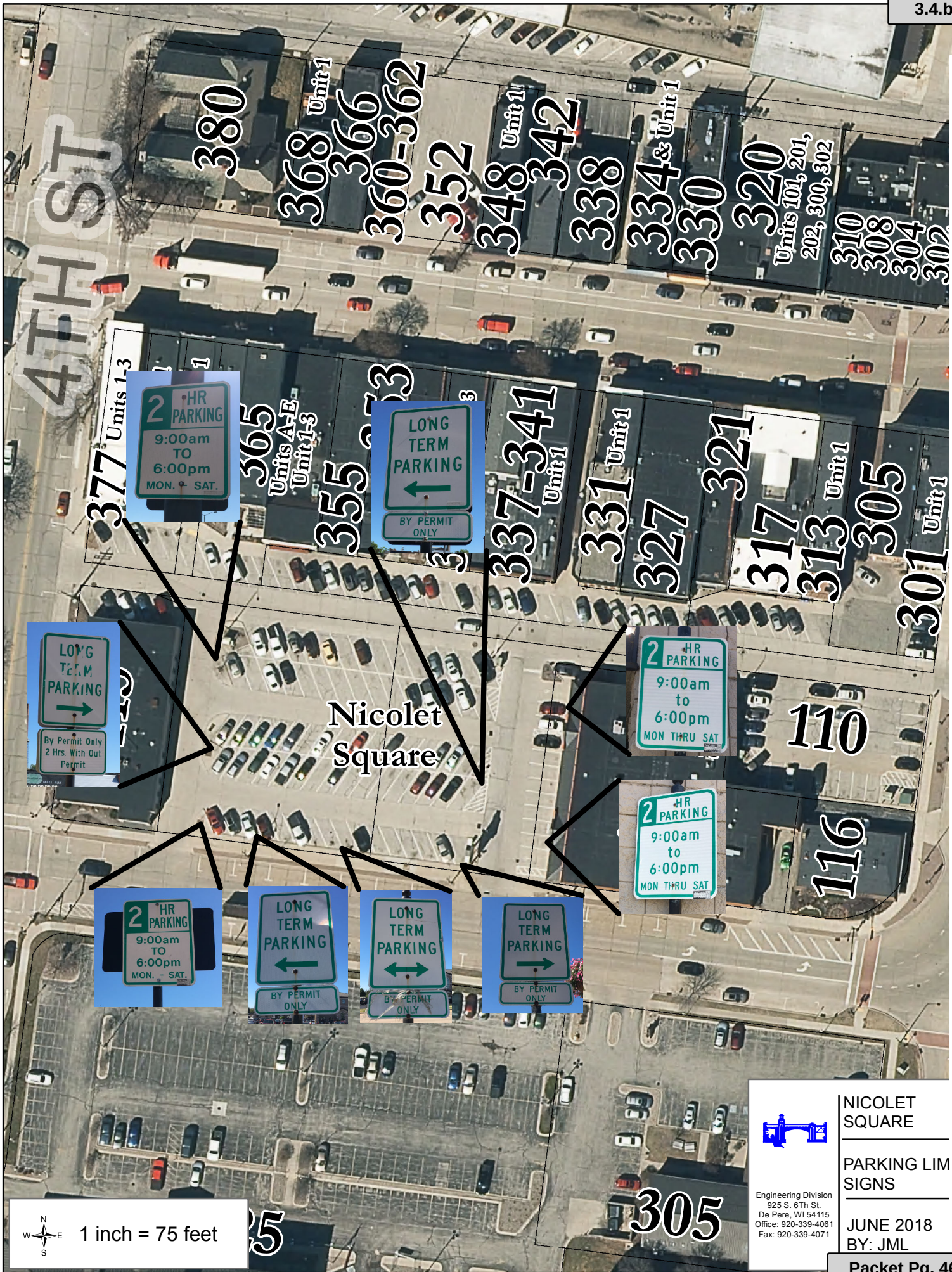
Recommendation:

- Staff recommends the following changes in ordinance and signage:
 - i. Change the speed limit at the City limits to 35 mph, since this area has the same “feel” (rural) as the 45 mph speed limit to the south.
 - ii. Place the 25 mph speed limit just south of 2481 Lawrence Drive to coincide with the change from rural to urban development. Add flags to this sign to emphasize the change.
 - iii. Continue police speed checks in the area at the 25 mph.
- The City currently does not have a policy for electronic flashing speed limit signs. Prior to installation at a location such as this, a policy should be created. Current message boards are located on multi-lane facilities, where drivers can pass a slow vehicle. On Lawrence Drive, a slow vehicle will help control speed due to a single lane in each direction. Continued speed enforcement, along with the speed limit modifications will likely decrease speeding in the area.

ATTACHMENTS:

- Merrill Signs (PDF)
- Nicolet Square Parking (PDF)





Attachment: Nicolet Square Parking (7139 : Consider City Engineer Parking & Traffic Recommendations*)



NICOLET SQUARE

PARKING LIM SIGNS

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

JUNE 2018
BY: JML

Packet Pg. 46

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: City Engineer Parking & Traffic Discussion Items.

**City Engineer Parking and Traffic Discussion Items – No Action
June 15, 2018 Meeting**

Pedestrian and Bicycle Items

Each of the three next items were reviewed by staff. All three items will reference the City of De Pere Crosswalk Location Policy, which has been included. RRFB's may be considered for installation at locations per the following conditions:

- Pedestrian crossings as follows (per page 7):
 - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day
 - 18 or more pedestrians during each of any two hours of an average day, or
 - 15 or more pedestrians during each of any three hours of an average day.
- Collector /Arterial with an average daily traffic greater than 12,000 vehicles. (Figure 1, page 4)
- A minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance to beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location. (page7)
- Approach speed is posted at 40 mph or less.
- Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

1. RRFB's on Broadway at George Street

- Counts were performed on June 5th, from 3pm to 7pm. 21 people crossed Broadway between 4pm and 5pm.
- Traffic volumes are between 12,600 and 13,000 on Broadway, north of the Claude Allouez roundabout per the Wisconsin Department of Transportation.
- This location conforms to the other policy for consideration.
- Staff is checking with the historical district.

This item will be brought back to the Board.

2. RRFB's on Broadway at James Street

- Counts were performed on June 5th, from 3pm to 7pm. 21 people crossed Broadway between 5:15pm and 6:15pm. One person crossed three times.
- Traffic volumes are between 12,600 and 13,000 on Broadway, north of the Claude Allouez roundabout per the Wisconsin Department of Transportation.
- This location conforms to the policy for consideration.
- Staff is checking with the historical district.

This item will be brought back to the Board.

3. RRFB's on Broadway at Cass Street

- Counts were performed on June 6th from 3pm to 7pm. The maximum number of people crossing in an hour was four.
- Due to the low pedestrian volumes, this location does not meet the requirements. An RRFB is not recommended at this time.

No action.

Below is a list of future items to be brought to the Board. These items are from discussion at the June 15, 2018 Parking and Traffic Team meeting or were made after the meeting and not yet discussed at the Parking and Traffic Team.

1. Discuss sign modifications to the City truck routes.
2. Review options for traffic issues at Webster and Chicago Street.
3. Consider stop sign relocation to stop traffic on Michigan Street and not Charles Street.
4. Review truck turning movements from eastbound Reid Street to northbound Fifth Street.
5. Create a new policy for reviewing current crossing guard locations and warrants for additional crossing guards.
 - Evaluate if a crossing guard is warranted at Charles and Michigan Street.
6. RRFB at Broadway and George Street
7. RRFB at Broadway and James Street
8. Accident reports for the intersection of Broadway and Lewis Street.
9. Long Term Parking Permit process discussion in regards to the Nicolet Square Parking Lot.
 - The Nicolet Square parking lot is a heavily used parking lot. There are several stalls designated for long term parking by permit only for employees of businesses. The City currently has no mechanism to assign long term permits and have returned once an employee leaves a business. This could lead to people utilizing long term permits that should not
10. Request to install a yield to pedestrian sign on Lawrence Drive at County Clare Road.
11. Review signage for the Fox River Trail on Rockland Road.
12. Add a speed limit sign for southbound Broadway, between Merrill and Bomier.
13. Add angle parking by widening Cook Street at Optimist Park.
14. Update the ordinance to include the 2-hour parking restriction on Crestview. The area is currently signed but it is not in the ordinance.

ATTACHMENTS:

- Crosswalk Location Policy - 2017-06-29 (PDF)

Appendix

City of De Pere

Crosswalk Location Policy

City of De Pere Crosswalk Policy

June 29, 2017

Background

Wisconsin State Statute, 346.24(1) states that 'motorists are required to yield to pedestrians at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

The purpose of marked crosswalks at intersections or midblock locations is to indicate optimal or preferred locations for pedestrians to cross a street. Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway. However, marked crosswalks can also prompt many pedestrians to feel a false sense of safety when using a marked crosswalk.

This policy covers where and how to mark crosswalks, related to the following topics:

- General Crosswalk Location Principles
- Traffic Engineering Studies
- Marking Crosswalks at Unsignalized Intersections
- Marking Crosswalks at Controlled Intersections
- Marking Crosswalks at Mid-Block Locations
- Removal of Crosswalk Markings
- Crosswalk Stripping Patterns

This policy replaces the existing City Department of Public Works policy on 'Crosswalks on Through Streets', dated March 12, 2012.

General Crosswalk Location Principles

It is recognized that pedestrians are sensitive to out-of-the-way travel and that reasonable accommodations should be made to make crossings both convenient and safe allowing pedestrians to cross streets at regular intervals.

The following general principles should be considered when identifying pedestrian crosswalk locations:

1. Arterial street crosswalk locations should be consistent with the City of De Pere *Bicycle and Pedestrian Plan*. Depending on the street network configuration and intersection spacing, pedestrians in dense urban areas should not be expected to walk more than 400 feet out their way to cross a street to reach their destination.
2. Marked crosswalks should be installed where there is:
 - a. A substantial conflict between vehicle and pedestrian movements,
 - b. Where significant pedestrian concentrations occur,
 - c. Where pedestrians would not otherwise recognize the proper place to cross, and
 - d. Where traffic movements are controlled
3. Crosswalks should not be installed at locations where sidewalks do not exist.

The widely used national guideline regarding crosswalk markings is documented in the *Manual on Uniform Traffic Control Devices (MUTCD)* Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicular and pedestrian movements.

The Federal Highway Administration (FHWA) advises that the overuse of crosswalk markings should be avoided to maximize their effectiveness. Crosswalks and sign treatments (such as the "State Law – Yield to Pedestrians" and rectangular rapid flash beacon signs – RRFB's) should be used discriminately within a city so that the effectiveness of these treatments is not deteriorated by overuse. Although these treatments may be effective at individual locations, overuse of these treatments city-wide may lead to a decrease in their value as drivers can become desensitized to them.

National pedestrian safety research studies documented in the FHWA Report HRT-04-100, '*Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations*', September, 2005 concluded that there is no significant effect on pedestrian crashes between marked versus unmarked crosswalks under the following conditions:

- Two-lane streets
- Multilane streets without raised medians and ADT's below 12,000 vpd
- Multilane streets with raised medians and ADT's below 15,000 vpd

The research report also concludes that crosswalks should not be marked on 2-lane roadways with ADT's greater than 9,000 vpd, or 4-lane roadways with average daily traffic (ADT's) greater than 12,000 vpd, unless other special treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights are provided along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

For multilane streets with ADT's above these volumes, it can be expected that there will be a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks (after controlling for traffic ADT and pedestrian ADT). Table 1 provides initial guidance on whether an uncontrolled location might be a candidate for a marked crosswalk and/or whether additional geometric and/or traffic control improvements are needed.

Marked crosswalks may be installed on 4-lane streets without a raised median with a 35 mph or less posted speed limit and ADT's exceeding 15,000 vpd with the installation of a pedestrian signal such as a 'High-Intensity Activated Crosswalk' (HAWK) beacon' or 'Rectangular Rapid Flashing Beacon' (RRFB's) as shown on Table 1. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements. Figure 1 provides a Crosswalk Request and Enhancement Process Flow Chart based on the information in Table 1 and the crosswalk location principles described above.

Table 1: Guidelines for Installing Marked Crosswalks and Other Needed Pedestrian Safety Improvements at Uncontrolled Locations*

Roadway Type (Number of Travel Lanes and Median Type)	Vehicle ADT < 9,000			Vehicle ADT >9,000-12,000			Vehicle ADT >12,000-15,000			Vehicle ADT >15,000		
	Speed Limit (mph)**											
	<30	35	40	< 30	35	40	< 30	35	40	<30	35	40
Two lanes	C	C	P	C	C	P	C	C	N	C	P	N
Three lanes	C	C	P	C	P	P	P	P	N	P	N	N
Multilane (4 of more lanes) with raised median***	C	C	P	C	P	N	P	P	N	N	N	N
Multilane (4 or more lanes) without raised median	C	P	N	P	P	N	N	N	N	N	N	N

These guidelines include intersection and midblock locations with no traffic signals or stop signs on the approach to the crossing. They do not apply to school crossings. A two-way center turn lane is not considered as a median. Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers, without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossing safer, nor will they necessarily result in more vehicles stopping for pedestrians. Whether marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised crosswalks, traffic signal, roadway narrowing, enhanced overhead lighting, traffic taming measures, curb extensions), as needed to improve the safety of the crossing. These are general recommendations, good engineering judgement should be used in individual cases for deciding where to install crosswalks.

** Where the speed limit exceeds 40 mph marked crosswalks alone should not be used at unsignalized locations.

The Legend for Table 1 is as follows:

C = Candidate sites for marked crosswalks. Marked crosswalks must be installed safely and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, etc. may be needed at other sites. It is recommended that a minimum of 20 pedestrian crossings per hour (or 15 elderly and/or child pedestrians) exist at a location before placing a high priority on the installation of a marked crosswalk.

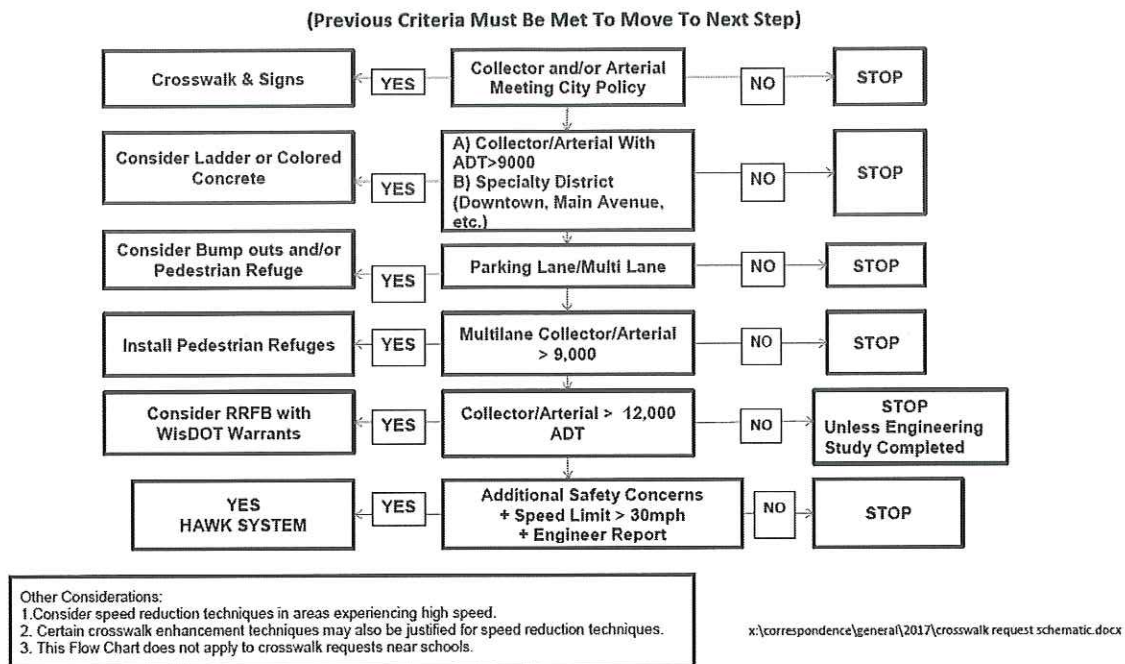
P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvement measures, if necessary, before adding a marked crosswalk.

N = Marked crosswalks alone are not sufficient, since crash risk may be increased due to providing a marked crosswalk alone. Consider using other treatments, such as traffic taming treatments, traffic signals with pedestrians signals where warranted, or other substantial crossing improvements to improve crossing safety for pedestrians.

*** The raised median or crossing island must be at least 4 feet wide and 6 feet long to adequately serve as a refuge area for pedestrians in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

Source: *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways*, October, 2005

Figure 1: Crosswalk Request and Enhancement Process Flow Chart



Traffic Engineering Studies

A traffic engineering study is required to determine if the guidelines in this Policy and *MUTCD* warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a Traffic Engineering Study will vary by location, but typically should include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes

Crosswalk Markings at Unsignalized Intersections

Pedestrian crosswalks should not be installed at street intersections that are not controlled by a traffic signal, a STOP sign or a YIELD sign unless all of the following criteria are met:

- The speed limit is 40 mph or less; and
- There are 20 or more pedestrians using the crossing per hour during the peak morning and evening traffic time periods (lower volumes may be considered if a large percentage of the pedestrians consist of young, elderly or disabled pedestrians; or 15 or more pedestrians per hour during multiple hours throughout the day; and
- The two-way traffic ADT for the street exceeds 4,000 vpd; and
- A sidewalk or adequate shoulder is provided for use by pedestrians on both sides of the street approach; and
- There is not another crosswalk across the same roadway within 400 feet of the intersection; and
- Adequate stopping sight distance (equal to or exceeding that for the posted speed) is available in both directions as determined in accordance with guidance contained in the American Association of State Highway and Transportation Officials (AASHTO) '*Policy on the Design of Highways and Streets*'.

Additional design treatments such as crosswalk signing, pedestrian median refuge islands, advance stop bars, HAWK beacons or RRFB's should be considered for crosswalks on streets with four or more moving traffic lanes. The installation of HAWK or RRFB's should satisfy the following criteria.

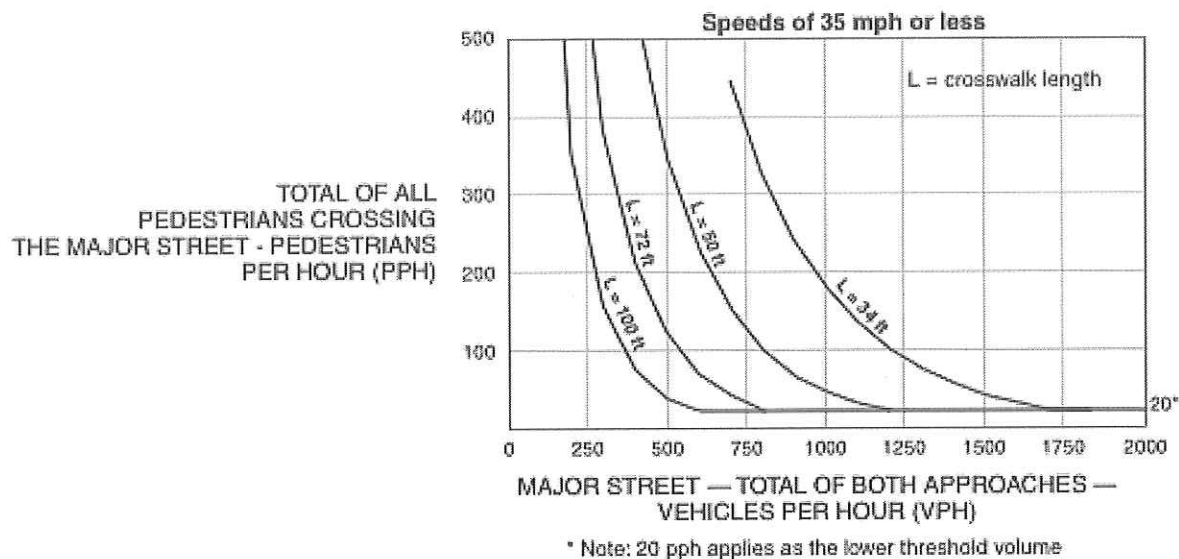
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

- 1) There are an insufficient number of gaps in traffic to permit pedestrians to cross;
- 2) Vehicle speeds on the major street are too high to permit pedestrians to cross safely; or
- 3) Pedestrian delay is excessive.

Bus stop and school crossings are frequently good locations to consider HAWK beacons.

Figure 2 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

Figure 2: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration



The WisDOT *Traffic Guidelines Manual*, Section 4-5-2 indicates that RRFB's may be considered based if the following conditions exist:

- Location is an uncontrolled pedestrian crossing.
 - Minimum volume* thresholds should be met:
 - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
 - 18 or more pedestrians during each of any two hours of an average day, or
 - 15 or more pedestrians during each of any three hours of an average day.
- *Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
- A minimum vehicle volume of 1,500 vehicles per day.
 - Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
 - There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
 - The approach speed is posted at 40 mph or less.
 - Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Crosswalk Markings at Controlled Intersections

Unless a pedestrian crossing is prohibited, marked crosswalks should be provided at all intersection approaches controlled by traffic signals. Intersection approaches controlled by STOP signs can be recommended for marked crosswalks if any of the following conditions apply:

- Crosswalk is located in a school area; or
- Elderly or disabled pedestrian volumes of 20 or more per hour are expected during the peak hour of pedestrian demand; or
- Pedestrian volumes of 60 or more are expected during the peak hour of pedestrian demand and traffic volumes of 6,000 vpd are expected to cross over the crosswalk; or
- Safety or efficiency reasons dictate directing pedestrians to a particular leg of an intersection; or STOP sign approach on a major or minor arterial street.

Crosswalk Markings at Mid-Block Locations

Mid-block crosswalks should only be installed if marked and established by a Traffic Engineering Study and approved by City Council action. Midblock crossings should only be installed at locations where pedestrians would be expected to need to cross the street. Because mid-block pedestrian activity is not expected by drivers, additional safety measures including signage, parking restrictions and HAWK beacons or RRFB's should be installed. Other pedestrian safety measures can include curb bulbouts. Mid-block crosswalks should only be installed if the following conditions exist:

- Mid-block crosswalks should be considered only if there is sufficient demand according to the following criteria:
 - Pedestrian volumes exceed 40 or more during the peak hour of pedestrian demand; or
 - Significant pedestrian trip generators (such as schools, parks or commercial buildings) are on both sides of the street between controlled intersections.
- The location is more than 300 feet from a controlled intersection;
- Adequate stopping sight distance exists between approaching motorists and pedestrians starting to cross the proposed crosswalk;
- The crosswalk location has adequate street lighting; and
- Safety considerations attributed to roadway configuration, traffic volumes or speeds do not preclude establishing a crosswalk.

Removal of Crosswalk Markings

These guidelines should not be used to justify removal of existing crosswalk markings. In most circumstances, additional safety measures should be considered prior to removal of crosswalk markings.

In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined elsewhere in this Policy.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Quote for 2018 Bridge Inspections.*

The Engineering Department received proposals for bridge and sign bridge inspections that will be completed this year as part of FHWA mandated bridge inspections. The City received the following quote:

Bridge and Sign Bridge Inspections	Quote
Cedar Corporation	\$5,050.00

Staff sent a Request for Proposals to Mead & Hunt and Robert E. Lee & Associates, Inc. and did not receive a response. Mead & Hunt had a staff vacation and the request for proposals was accidentally missed.

The staff recommendation is to accept the quote from Cedar Corporation for the bridge and sign bridge inspections at \$5,050.00. Funds for this work are budgeted in the Engineering Budget.

ATTACHMENTS:

- L-2018 Bridge Inspections-Cedar Corp(PDF)
- CE_RFP_Bridge Inspections_Packet_06.20.2018 (PDF)



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1496 Bellevue St., Suite 502
Green Bay, WI 54311-4251

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

June 27, 2018

Eric Rakers, P.E., City Engineer
Department of Public Works
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199
c: erakers@mail.de-pere.org

RE: Proposal for 2018 Bridge Inspections
City of De Pere

Dear Mr. Rakers:

Cedar Corporation is pleased to provide our quotation for the City of De Pere's 2018 Bridge Inspections. Our firm has extensive experience in inspection of bridge structures, totally over 1,000, as well as designing them for our municipal clients and the WisDOT.

Bridge Inspections

Cedar Corporation will complete FHWA mandated (routine) bridge inspections for three (3) bridges at a cost of \$250 per structure.

The structures to be inspected are, as follows:

B-05-0316	South Bridge Road	Ashwaubenon Creek
P-05-0129	Creamery Road	Ashwaubenon Creek
P-05-0727	Parkview Road	Ashwaubenon Creek

Sign Bridge Inspections

Cedar Corporation will complete sign inspections for five (5) bridges at a cost of \$800 per structure.

The structures to be inspected are, as follows:

S-05-0091	STH 32/57	S. Broadway Street south of the roundabout
S-05-0092	STH 32	Claude Allouez Bridge
S-05-0093	STH 57	S. Broadway Street north of the roundabout
S-05-0094	Wisconsin Street	
S-05-0350	STH 32	Westbound Main Avenue west of 5th Avenue

Attachment: L-2018 Bridge Inspections-Cedar Corp (7145 : Consider Quote for 2018 Bridge Inspections.*)

Summary of Services

The information shown below is a summary of Services requested in the RFP that Cedar would provide, along with cost breakdown for the inspections and reports. (Proposed Fee Schedule is enclosed, in accordance with RFP.) All costs include Cedar providing a lift for the Sign Bridge Inspections.

Bridge Inspections:

- Complete bridge inspections and provide bridge inspection report DT2007.
- Provide inspection reports including streambed profile.
- Data entry into the HSI system for each inspection or report mentioned above.
- Provide a list of the structures with a summary of recommendations for each bridge.
- Color photographs (2 per sheet) on 8.5"x11" paper and electronically of each bridge and damages, if any.
- Provide information to the Brown County Highway Department by October 2018.

Sign Bridge Inspections:

- Complete sign bridge inspections with a lift and provide sign structure inspection report DT2018.
- Provide inspection forms as required by the WisDOT Structure Inspection Manual, Part 4 – Ancillary Structures, Chapter 2 – Overhead Sign Structures and Supports.
- Data entry into the HIS system for each inspection or report mentioned above.
- Provide a list of the structures with a summary of recommendations for each sign bridge.
- Color photographs (2 per sheet) on 8.5"x11" paper and electronically of each bridge and damages, if any.

Meetings:

- Three meetings are included in this proposal, as follows:
 - Kickoff meeting, including a review of the sites if needed.
 - Two additional meetings.

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

Project Schedule

We will complete all Bridge and Sign Bridge Inspections, upload to the HIS System, and provide the information to the Brown County Highway Department by October 2018.

Project Reporting

Cedar will provide the following deliverables, as requested:

1. Bridge and sign bridge inspection reports for each bridge in pdf format.
2. A Word document for listing each structure and listing recommendations for each bridge.
3. Electronic and hard copies of color photographs of each bridge on 8.5"x11" paper (2 photos per sheet).

Scope of Services Provided by the City:

The City of De Pere will provide all traffic control needed for these inspections.

Additional Services:

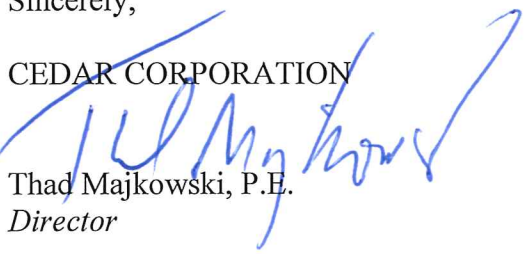
If additional inspections, or other program manager services not mentioned above, are required after the 2018 inspections but prior to the scheduled 2020 inspection cycle, Cedar Corporation can provide these services on a Time and Materials basis at the request of the City of De Pere.

Provide the Consultant Agreement upon approval of these services for our review and execution. We will provide an Insurance Certificate at that time. Please let me know if you approve this work, so I can get it scheduled. We will plan to complete the work the same period with other communities in the area.

Thank you for this opportunity to complete the 2018 Bridge Inspections for the City. If you have any questions, please feel free to contact me at 920-785-7302.

Sincerely,

CEDAR CORPORATION

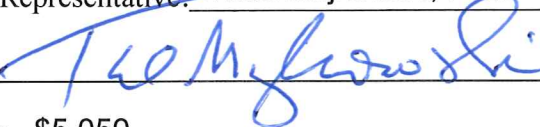


Thad Majkowski, P.E.
Director

TM/cp

Encl. Proposed Fee Schedule

cc: Chase K. Kuffel, Assistant City Engineer, City of De Pere (ckuffel@mail.de-pere.org)
Troy Peterson, P.E., Cedar Corporation (troy.peterson@cedarcorp.com)

Proposed Fee ScheduleCompany Name: Cedar CorporationCompany Address: 1496 Bellevue Street, Suite 502Company Address: Green Bay, WI 54311Company Representative: Thad Majkowski, P.E.Signature: Fee (Total): \$5,050

Item	Description	Quantity	Unit	Unit Price	Amount
1	Bridge Inspections	3	EA	\$ 250.00	\$ 750.00
2	Sign Bridge Inspections	5	EA	\$ 800.00	\$ 4,000.00
3	Meetings	1	EA	\$ 300.00	\$ 300.00
TOTAL					\$ 5,050.00

Attachment: L-2018 Bridge Inspections-Cedar Corp (7145 : Consider Quote for 2018 Bridge Inspections.*)



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-4060
Fax: 920-339-4071
Cell: 920-639-1019

Chase K Kuffel
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 20, 2018

Thad Majkowski
Cedar Corporation
Thad.majkowski@cedarcorp.com

RE: 2018 Bridge Inspections
City of De Pere

Dear Mr. Majkowski,

The City of De Pere is requesting a proposal from your firm to complete the inspection of the City's bridges and sign bridges. Attached with this letter is a Request for Proposals that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, any additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase K. Kuffel
Assistant City Engineer

CKK

Encl.

c. Eric Rakers, City Engineer



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-4060
Fax: 920-339-4071
Cell: 920-639-1019

Chase K Kuffel
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 20, 2018

Scott Brosteau
Mead & Hunt, Inc.
Scott.brosteau@meadhunt.com

RE: 2018 Bridge Inspections
City of De Pere

Dear Mr. Brosteau,

The City of De Pere is requesting a proposal from your firm to complete the inspection of the City's bridges and sign bridges. Attached with this letter is a Request for Proposals that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, any additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase K. Kuffel
Assistant City Engineer

CKK

Encl.

c. Eric Rakers, City Engineer



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-4060
Fax: 920-339-4071
Cell: 920-639-1019

Chase K Kuffel
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 20, 2018

Jared Schmidt
Robert E. Lee & Associates, Inc.
jschmidt@releeinc.com

RE: 2018 Bridge Inspections
City of De Pere

Dear Mr. Schmidt,

The City of De Pere is requesting a proposal from your firm to complete the inspection of the City's bridges and sign bridges. Attached with this letter is a Request for Proposals that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, any additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase K. Kuffel
Assistant City Engineer

CKK

Encl.

c. Eric Rakers, City Engineer

Request for Proposals For 2018 FHWA Bridge Inspections

The City of De Pere would like to invite your firm to submit a proposal for certified FHWA bridge inspections. The City has three bridges that require inspection this year.

Your proposal must be submitted to our office by Thursday, June 28, 2018 at 3 pm. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

Bridge Inspections

The FHWA mandated bridge inspections are due this year. The City of De Pere is required to have inspections completed by a certified FHWA bridge inspector by the respective due dates for each bridge. The structures to be inspected in De Pere are as follows:

B-05-0316	South Bridge Road	Ashwaubenon Creek
P-05-0129	Creamery Road	Ashwaubenon Creek
P-05-0727	Parkview Road	Ashwaubenon Creek

An attached map shows the location of each structure.

Sign Bridge Inspections

Like the bridge inspections, sign inspections are required by the City of De Pere biannually. The City of De Pere has the following sign bridges:

S-05-0091	STH 32/57	S. Broadway Street south of the roundabout
S-05-0092	STH 32	Claude Allouez Bridge
S-05-0093	STH 57	S. Broadway Street north of the roundabout
S-05-0094	Wisconsin Street	
S-05-0350	STH 32	Westbound Main Avenue west of 5 th Avenue
S-05-0351	STH 32	Eastbound Reid Street east of 4 th Street

Sign Bridge S-05-0351 will not require a sign bridge inspection in 2018 due to its recent reconstruction. An attached map shows the location of each sign bridge.

SCOPE OF SERVICES:

The scope of services for this project are as follows:

Bridge Inspections

- Complete bridge inspections and provide bridge inspection report DT2007.
- Provide inspection reports including streambed profile.
- Data entry into the HSI system for each inspection or report mentioned above.
- Provide a list of the structures with a summary of recommendations for each bridge.

- Color photographs (2 per sheet) on 8.5"x11" paper and electronically of each bridge and damages, if any.
- Provide information to the Brown County Highway Department by October, 2018.

Sign Bridge Inspections

- Complete sign bridge inspections and provide sign structure inspection report DT2018.
- Provide inspection forms as required by the WisDOT Structure Inspection Manual, Part 4 – Ancillary Structures, Chapter 2 – Overhead Sign Structures and Supports.
- Data entry into the HIS system for each inspection or report mentioned above.
- Provide a list of the structures with a summary of recommendations for each sign bridge.
- Color photographs (2 per sheet) on 8.5"x11" paper and electronically of each bridge and damages, if any.

Meetings

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

- Kickoff meeting, including a review of the sites if needed.

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

Scope of Services Provided by the City

The City of De Pere will provide all traffic control needed for these inspections.

SCHEDULING:

This proposal will be taken to the Board of Public Works on July 9, 2018. All inspections must be completed and submitted to the Brown County Highway Department by October, 2018.

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. Bridge and sign bridge inspection reports for each bridge in pdf format.
2. A word document for listing each structure and listing recommendations for each bridge.
3. Electronic and hard copies of color photographs of each bridge on 8.5"x11" paper (2 photos per sheet).

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

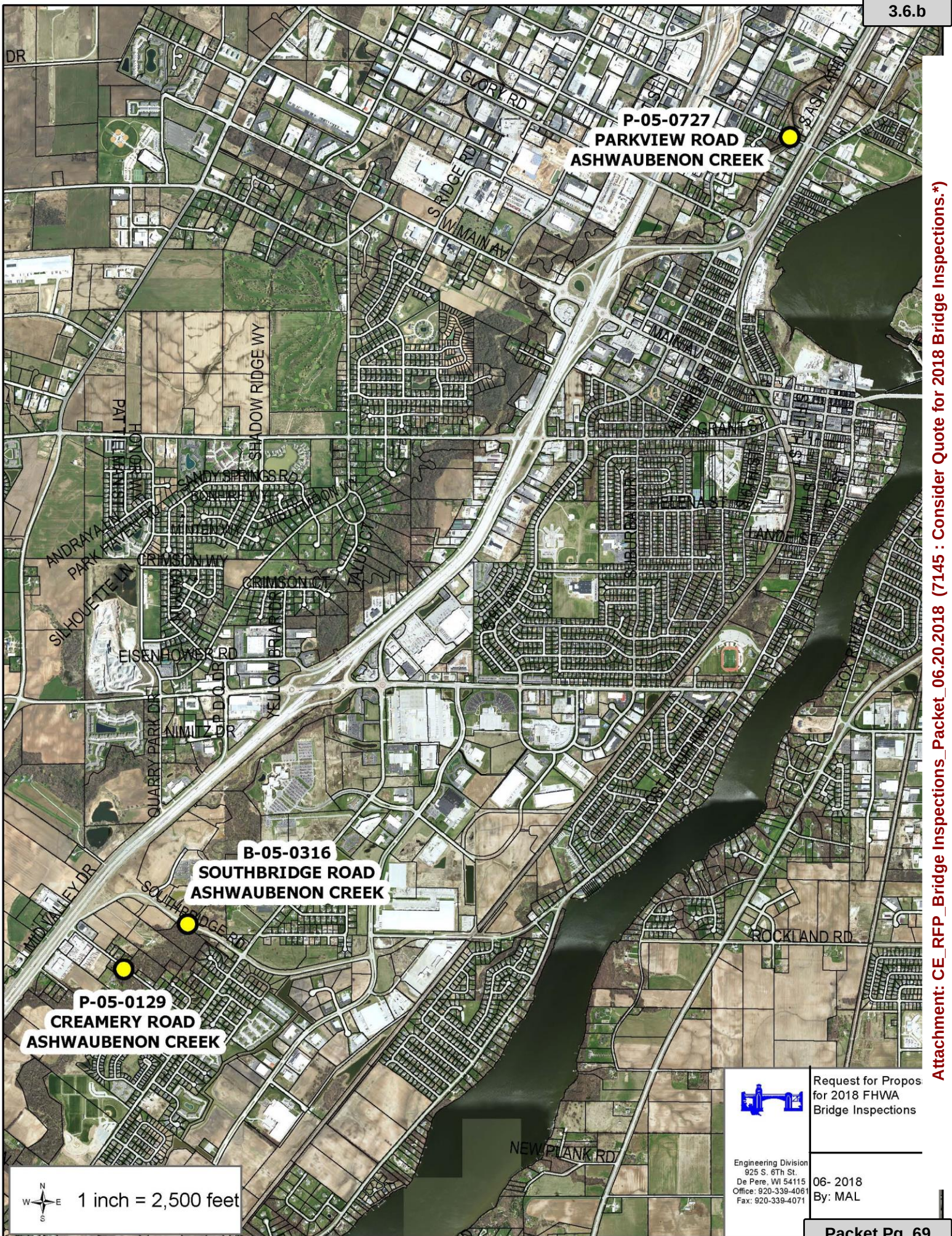
Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Item	Description	Quantity	Unit	Unit Price	Amount
1	Bridge Inspections	3	EA	\$	\$
2	Sign Bridge Inspections	5	EA	\$	\$
3	Meetings	1	EA	\$	\$
TOTAL					\$





**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

Attachment: CE_RFP_Bridge Inspections_Packet_06.20.2018 (7145 : Consider Quote for 2018 Bridge Inspections.*)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation Regarding the Release of 3 Utility Easements at 2600 Block of Ryan Rd (Parcels ED-R27-1 & ED-R27-2).*

SITE HISTORY: The two 12 foot utility easements were created in 1994 via Certified Survey Map Volume 30, Page 165. The 70 foot utility easement is demonstrated on Certified Survey Map Volume 58, Page 138. The subject property was originally used for agricultural and residential purposes dating back to air photos from 1938.

In 2018, the Common Council approved a preliminary plat for the subject area. The plat includes 61 lots and one outlot. 56 of the lots are to become single family homes, 4 of the lots are to become duplex units, and one lot is to become a multifamily complex. Because of the residential development the three utility easements are no longer needed.

REVIEW: Any existing utilities located within the easements are proposed to be relocated by the developer prior to the completion of the release of easement process. At this time it is believed that there are no easements in the easements.

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, recommendation of the Comprehensive Plan, and proposed future development.

The developer is working with WPS, AT&T, Spectrum, City DPW and other utilities to verify that any existing utilities will be properly relocated. At this time it is believed that there are no easements in the easements.

REVIEW PROCESS: For release of easement requests, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is August 7, 2018.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Release of Easement request subject to the following:

1. Subject to release acceptance by utilities that have authority to utilize the

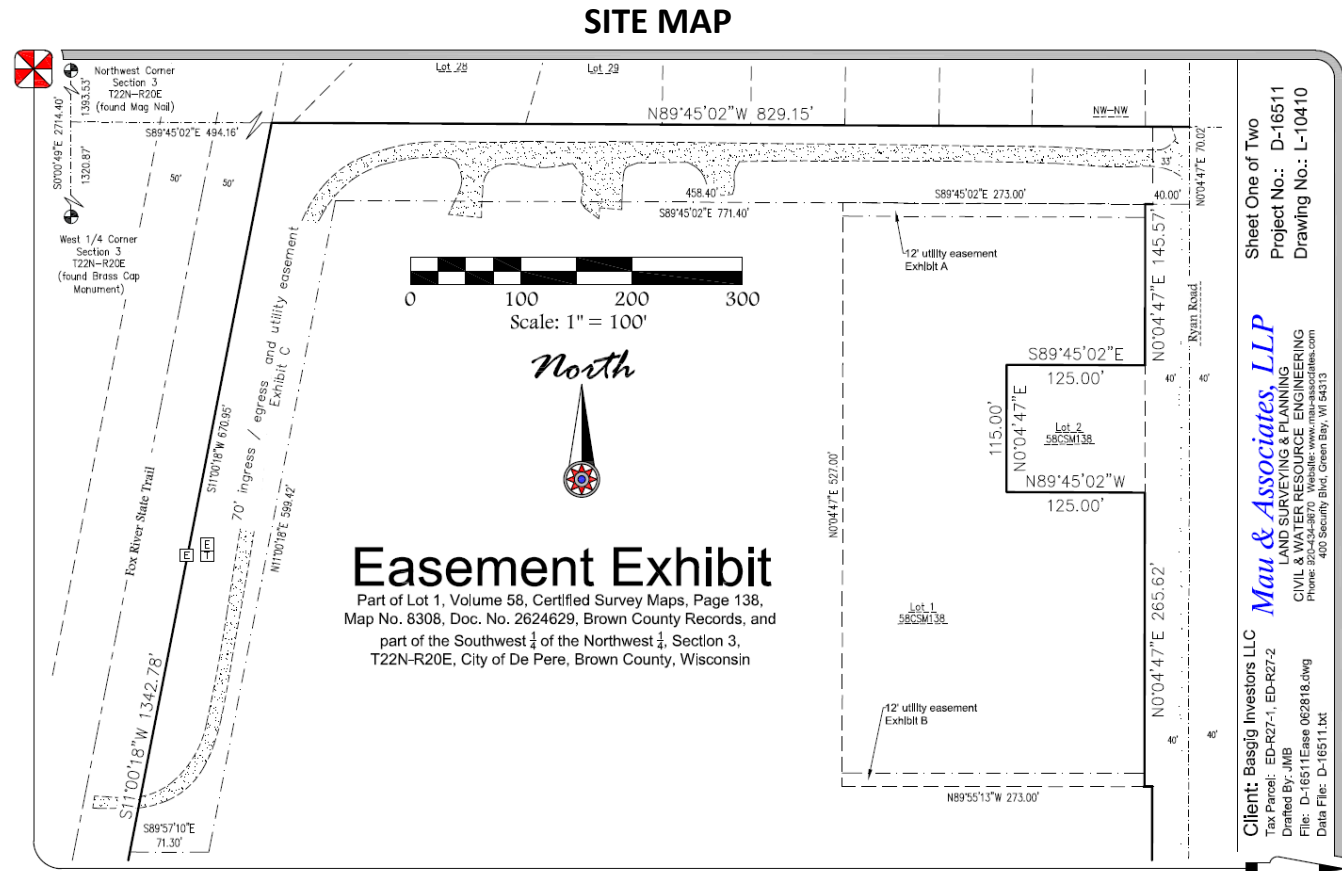
easement.

2. The release of easement should be recorded after proper arrangements are made for the relocation of any existing utilities within the easement.

ATTACHMENTS:

- 2018-07-09-CI-BOPW-Easement Release (PDF)

Item: Recommendation regarding the release of three utility easements at the 2600 BLK Ryan Road (Parcels ED-R27-1 & ED-R27-2). Submitted by Steven M. Bieda, RLS, Authorized Representative for Basig Investments LLC.*



REQUESTED ACTION: Release of Easement Request.*

Release of three utility easements on the subject property to allow for future residential development within a proposed new subdivision.

COMMON DESCRIPTION: 300 BLK N. Wisconsin Street, located between Wisconsin Street and an unnamed alley, south from Cass Street and north from William Street.

PARCEL NUMBERS: ED-R27-1 & ED-R27-2

EXISTING ZONING: R-1 (Single Family Residence District)

PROPOSED ZONING: Proposed to be rezoned R-1, R-2, and R-3 in general area.

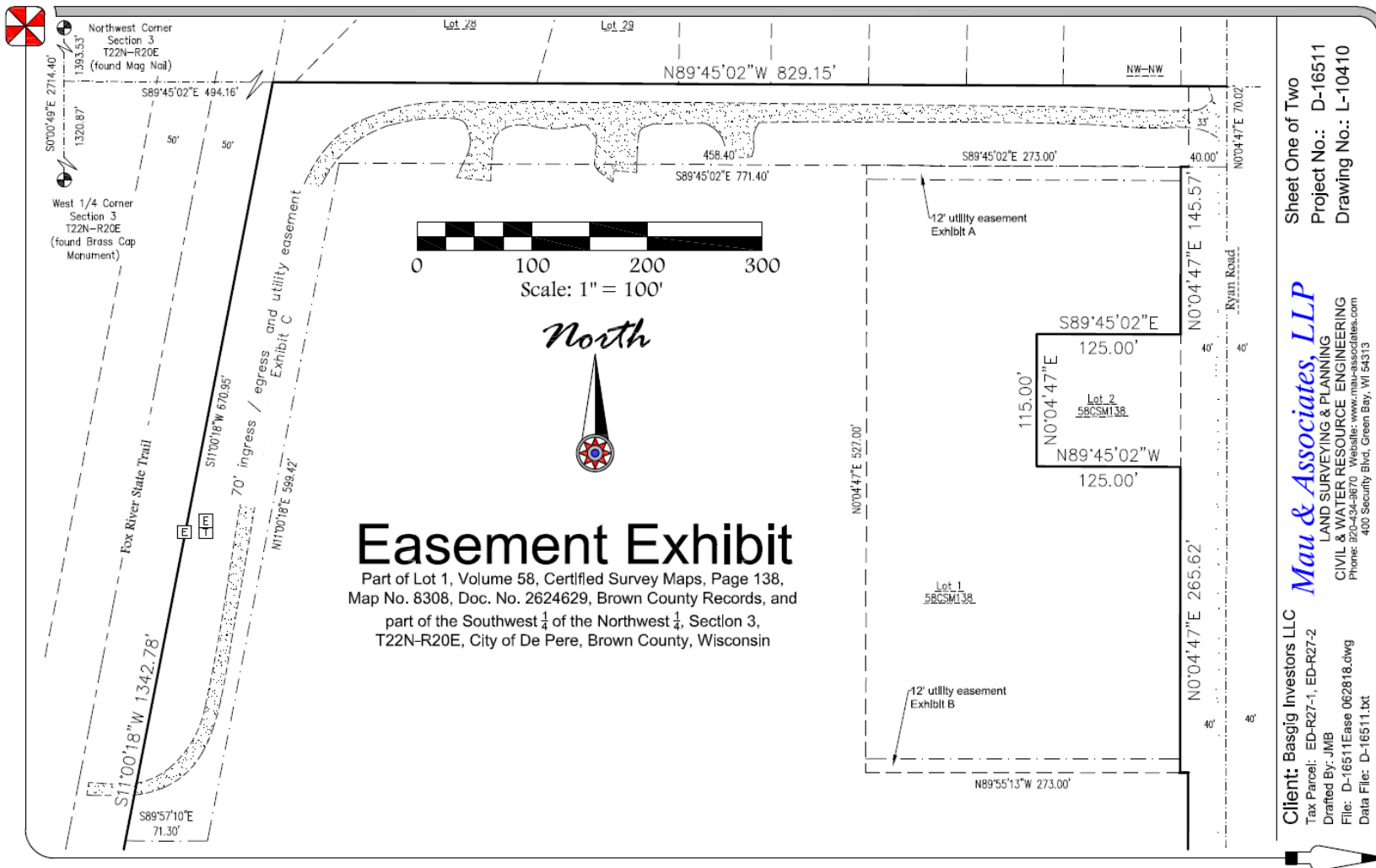
SURROUNDING LAND USES: Agricultural, residential, and developing residential to north, south, and west. School to east.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family)

S:\PW Secretary\Board Meetings\2018\July\2018-07-09-CI-BOPW-Easement Release.docx

APPLICANT NAME:	Steven M. Bieda, RLS, Authorized Representative for Basig Investments LLC 400 Security BLVD Green Bay, WI 54313
SITE HISTORY:	The two 12 foot utility easements were created in 1994 via Certified Survey Map Volume 30, Page 165. The 70 foot utility easement is demonstrated on Certified Survey Map Volume 58, Page 138. The subject property was originally used for agricultural and residential purposes dating back to air photos from 1938. In 2018, the Common Council approved a preliminary plat for the subject area. The plat includes 61 lots and one outlot. 56 of the lots are to become single family homes, 4 of the lots are to become duplex units, and one lot is to become a multifamily complex. Because of the residential development the three utility easements are no longer needed. Any existing utilities located within the easements are proposed to be relocated by the developer prior to the completion of the release of easement process. At this time it is believed that there are no easements in the easements.
REVIEW:	When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, recommendation of the Comprehensive Plan, and proposed future development. The developer is working with WPS, AT&T, Spectrum, City DPW and other utilities to verify that any existing utilities will be properly relocated. At this time it is believed that there are no easements in the easements.
REVIEW PROCESS:	For release of easement requests, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office. The anticipated review date by Common Council is August 7, 2018.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the Release of Easement request subject to the following: 1. Subject to release acceptance by utilities that have authority to utilize the easement. 2. The release of easement should be recorded after proper arrangements are made for the relocation of any existing utilities within the easement.

EASEMENT EXHIBIT:



S:\PW Secretary\Board Meetings\2018\July\2018-07-09-CL-BOPW-Easement Release.docx

LEGAL DESCRIPTION FOR EASEMENTS:

EXHIBIT A

A twelve foot wide public utility easement being located in part of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, being in part of the Southwest 1/4 of the Northwest 1/4, Section 3, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

The Northerly 12 feet of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records.

EXHIBIT B

A twelve foot wide public utility easement being located in part of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records, being in part of the Southwest 1/4 of the Northwest 1/4, Section 3, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

The Southerly 12 feet of Lot 1, Volume 58, Certified Survey Maps, Page 138, Map No. 8308, Doc. No. 2624629, Brown County Records.

EXHIBIT C

A seventy foot wide public utility easement being located in part of the Southwest 1/4 of the Northwest 1/4, Section 3, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest 1/4 of Section 3, T22N-R20E; thence S0°00'49"E, 1393.53 feet along the West line of the Northwest 1/4, said Section; thence S89°45'02"E, 494.16 feet to the point of beginning; thence S11°00'18"W, 670.95 feet along the East right of way of the Fox River State Trail; thence S89°57'10"E, 71.30 feet; thence N11°00'18"E, 599.42 feet; thence S89°45'02"E, 771.40 feet; thence N0°04'47"E, 70.02 feet along the East line of the Northwest 1/4 said Section to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section; thence N89°45'02"W, 829.15 feet along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section and the South line of "Trailside Estates", (Volume 22, Plats, Page 173, Document Number 2141474, Brown County Records) to the East right of way of said trail and the point of beginning.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract for Project 18-06 Claude Allouez Bridge East Abutment Staining.*

The Engineering Department received bids on Project 18-06 Claude Allouez Bridge East Abutment Staining on June 28, 2018. This work is for the cleaning and re-staining the east abutment of the Claude Allouez Bridge. The bids received are as follows:

Contractor	Amount
Norcon Corporation	\$41,760.00
Quality Sandblasting and Coatings, LLC	\$68,926.00
Mill Coatings, Inc.	\$73,450.00

The budgeted amount from the capital improvement fund is \$100,000. Funding will be \$100,000 from the general obligation debt. Staff's recommendation is to accept the bid from Norcon Corporation for \$41,760.00.

ATTACHMENTS:

- 18-06 Bid Tab(PDF)

**PROJECT 18-06 CLAUDE ALLOUEZ BRIDGE EAST ABUTMENT STAINING
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				NORCON CORPORATION		QUALITY SANDBLASTING & COATINGS, LLC		MILL COATINGS INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Exterior Staining of East Concrete Abutment	LS	1	\$ 41,760.00	\$ 41,760.00	\$ 68,926.00	\$ 68,926.00	\$ 73,450.00	\$ 73,450.00
TOTAL AMOUNT BID					\$ 41,760.00		\$ 68,926.00		\$ 73,450.00

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Award of Contract 18-21 MSC Boiler Replacement.*

Background/Summary

In February 2018, the City Council approved the resolution 18-12 for the design of two new boilers at the MSC. After receiving the final design documentation the project was bid to obtain the project contractor.

After bidding the City received one response from Tweet/Garot, which is within our total project budget of \$150,000.

				BIDDER NO. 1	
				TWEET/GAROT MECHANICAL, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
SC-01	Demolition of Existing Boilers	LS	1	\$1,300.00	\$1,300.00
SC-02	Installation of New Boilers	LS	1	\$74,300.00	\$74,300.00
TOTAL AMOUNT BID					\$ 75,600.00

Recommendation

Staff recommends the Board of Public Works approve Tweet/Garot to conduct the MSC boiler replacement in the amount of \$75,600.00

If you have any questions regarding this item prior to the meeting, please contact me at 920-339-4043 or bboyle@mail.de-pere.org.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 9, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Quote for Spur Line Maintenance.*

The Engineering Department received proposals for spur line maintenance that will be completed within the City's western industrial parks in 2019 and 2020. The estimated annual cost for this work based on 2015 and 2016 is as follows:

Spur Line Maintenance	Estimate
Holubar Construction Company	\$32,700
Railworks Track Systems, Inc.	\$60,575

The staff recommendation is to accept the quote from Holubar Construction Company for the Spur Line Maintenance estimated at \$32,700. Budgeted funds are \$5,000 from TID 11 and \$5,000 from TID 12. The estimate for the work is higher than the budgeted amount of \$10,000. Again, the amount is an estimate only. In 2017, we performed no maintenance. However, the rail spurs do need to be maintained. Failure to maintain will result in a lock-out by Canadian National Railroad, who operates the trains on the spur lines.

ATTACHMENTS:

- 2018-07-09-Spur Line Cost Summary (PDF)
- CE_Requests for Proposal Spur Line Maintenance_6-5-18 (PDF)
- Proposal - Holubar (PDF)
- Proposal - Wisconsin Rail and Steel (PDF)

2019-2020 West Business Park Spur Line Maintenance

2019-2020 West Business Park Spur Line Maintenance					Holubar	Railworks
Item	Holubar Fee	Railworks Fee	Unit	Estimated Annual QTY	Annual Cost Estimate	Annual Cost Estimate
Snow Removal Services				Snow Removal Estimate		
Mobilization	\$100	\$100	Per event	15	\$1,500	\$1,500
Snow Removal >/= 3.0 inches	\$100	\$400	Per switch	70	\$7,000	\$28,000
Snow Removal < 3.0 inches	\$150	\$325	Per switch	35	\$5,250	\$11,375
				Adjustment Estimate		
Adjustments						
Mobilization	\$100	\$100	Per event	2	\$200	\$200
Gapped Switch	\$350	\$300	Per each	4	\$1,400	\$1,200
Weld Frog Point	\$500	\$750	Per turnout	2	\$1,000	\$1,500
Paint Derails School Bus Yellow include switch handles	\$5	\$25	Per Derail	2	\$10	\$50
				Replacement Estimate		
Replacements						
Mobilization	\$300	\$500	Per event	1	\$300	\$500
Broken Rail	\$1,200	\$1,750	Per each	1	\$1,200	\$1,750
Bad Tie	\$85	\$160	Per each	20	\$1,700	\$3,200
Install Switch Hooks and Remove CN Locks (return to CN)	\$5	\$25	Per each	7	\$35	\$175
Head Block	\$150	\$400	Per each	1	\$150	\$400
Head Block Ties	\$150	\$400	Per each	4	\$600	\$1,600
Set of Comp bars	\$500	\$550	Per set	2	\$1,000	\$1,100
				Additions/Improvement Estimate		
Additions/Improvements						
Mobilization	\$300	\$100	Per event	4	\$1,200	\$400
Point Protectors	\$3,800	\$2,500	Per turnout	2	\$7,600	\$5,000
Label Switch Numbers	\$5	\$25	Per switch	7	\$35	\$175
Provide and Install Switch Broom	\$10	\$50	Per switch	7	\$70	\$350
Spring & Fall Maintenance				Spring & Fall Main		
Clean, Adjust, and Graphite Switch	\$350	\$300	Per switch	7	\$2,450	\$2,100
				\$32,700 \$60,575		



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 5, 2018

Mr. Dan Haefs
Wisconsin Rail and Steel
1871 Cofrin Drive
Green Bay, WI 54302

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Haefs:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer

Attachment: CE_Requests for Proposal Spur Line Maintenance_6-5-18 (7141 : Consider Quote for Spur Line Maintenance.*)



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.de-pere.org
www.de-pere.org

June 5, 2018

Mr. Seth Holubar
Holubar Construction Company, Inc.
1519 Shannon Street
Green Bay, WI 54304

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Holubar:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

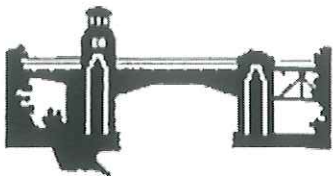
Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer

Attachment: CE_Requests for Proposal Spur Line Maintenance_6-5-18 (7141 : Consider Quote for Spur Line Maintenance.*)



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Chase Kuffel, P.E.
Assistant City Engineer
ckuffel@mail.depere.org
www.de-pere.org

June 5, 2018

Mr. Rich Hawkins
Knapp Railroad Builders
4777 West Lincoln Avenue
West Milwaukee, WI 53219

RE: Spur Line Maintenance
City of De Pere

Dear Mr. Hawkins:

The City of De Pere is requesting a proposal from your firm to complete maintenance of the City spur lines. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, P.E.
Assistant City Engineer

cc: Kimberly Flom, Economic Developer & Planning Director
Eric Rakers, City Engineer

Attachment: CE_Requests for Proposal Spur Line Maintenance_6-5-18 (7141 : Consider Quote for Spur Line Maintenance.*)

Request for Proposals For Spur Line Maintenance

The City of De Pere would like to invite your firm to submit a proposal for 2019-2020 Spur Line Maintenance in the City's West Business Park.

Your proposal must be submitted to our office by June 28, 2018 at 3:00 PM.

GENERAL INFORMATION:

The City of De Pere has two spur tracks that provide service to the West Business Park, hereinafter referred to the north spur and the south spur. The purpose for this Request for Proposal (RFP) is to obtain services to provide maintenance and repair services for these spur lines.

The actual quantities of work will be based on the actual number of events that require snow removal, adjustments or replacements identified in CN inspections, and any additions, improvements or maintenance items requested by the City.

SCOPE OF SERVICES:

Spur line maintenance services include, but are not limited to:

1. Snow Removal
2. Adjusting Gapped Switches
3. Replacing Head Blocks
4. Repairing Frog Points
5. Repair of Broken Rail or Tie
6. Provide and Installing Switch Hooks
7. Cleaning, Adjusting, and Graphite of four (4) switches
8. Mobilization
9. Provide and Install Point Protectors
10. Point or Switch Replacement
11. Provide and Install Switch Numbers
12. Provide and Install Switch Brooms

SCHEDULING:

The City will request services throughout 2019 and 2020. Generally, the City will give 24 hours from e-mail notification to complete snow removal, address gapped switches, make frog point repairs, repair a broken rail or replace head blocks. All other work, other than a derailment or major rebuild, will be addressed in 5 calendar days from e-mail notification.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers 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 subconsultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. Defined work for each fee will provide a functionally complete project. If there are specific items which the contractor believes are not identified in any item, but are required to provide a functionally complete project, then the identified specific work item shall be included in the appropriate fee.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

INFORMATION PROVIDED BY THE CITY:

The City will provide location maps and switch numbers to be used in all correspondence including billing.

The limit of snow removal for each switch is shown on the attached detail.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each spur.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company E-mail Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization		Per event
Snow Removal $\geq$ 3.0 inches		Per switch
Snow Removal $<$ 3.0 inches		Per switch
Adjustments		
Mobilization		Per event
Gapped Switch		Per each
Weld Frog Point		Per turnout
Paint Derails School Bus Yellow include switch handles		Per Derail
Replacements		
Mobilization		Per event
Broken Rail		Per each
Bad Tie		Per each
Install Switch Hooks and Remove CN Locks (return to CN)		Per each
Head Block		Per each
Head Block Ties		Per each
Set of Comp bars		Per set
Additions/Improvements		
Mobilization		Per event
Point Protectors		Per turnout
Label Switch Numbers		Per switch
Provide and Install Switch Broom		Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch		Per switch

Attachment: CE_Requests for Proposal Spur Line Maintenance_6-5-18 (7141 : Consider Quote for Spur Line Maintenance.*)

WEST INDUSTRIAL PARK SPUR MAINTENANCE (NORTH)

CITY SPUR LINE



1 inch = 400 feet



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

Spur
Maintenance

Project:

05-2018

Packet Pg. 95

WEST INDUSTRIAL PARK SPUR MAINTENANCE (SOUTH)

CITY SPUR LINE



1 inch = 400 feet



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

Spur
Maintenance

Project:

05-2018

Packet Pg. 96

**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

Attachment: CE_Requests for Proposal Spur Line Maintenance_6-5-18 (7141 : Consider Quote for Spur Line Maintenance.*)

HOLUBAR

Construction Company, Inc.

June 28, 2018

Mr. Chase Kuffel
Assistant City Engineer
City of De Pere

Mr. Kuffel-

Please find enclosed the fee schedule for the year 2019 Track maintenance.

We have been a service provider in the local area for customers with Rail Spurs since 1979. We specialize in Track Maintenance and rehab. We have a full time staff that will be able to accommodate the City's needs easily.

We look forward to working with you.

Sincerely,

George Holubar

1519 Shannon Street Green Bay, WI 54304
Office: 920-499-5629 Fax: 920-499-3404
www.holubarconstruction.com

Attachment: Proposal - Holubar (7141 : Consider Quote for Spur Line Maintenance. *)

Proposed Fee Schedule

Company Name: HOLUBAR CONSTRUCTION COMPANY
 Company Address: 1519 SHANNON ST. GREEN BAY, WI
 Company E-mail Address: HOLUBAR CONSTRUCTION @GMAIL.COM
 Company Representative: SETH HOLUBAR
 Signature: 

Item	Fee	Unit
Snow Removal Services		
Mobilization	100.00	Per event
Snow Removal ≥ 3.0 inches	100.00	Per switch
Snow Removal < 3.0 inches	150.00	Per switch
Adjustments		
Mobilization	100.00	Per event
Gapped Switch	350.00	Per each
Weld Frog Point	500.00	Per turnout
Paint Derails School Bus Yellow include switch handles	5.00	Per Derail
Replacements		
Mobilization	300.00	Per event
Broken Rail	1,200.00	Per each
Bad Tie	85.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	5.00	Per each
Head Block	150.00	Per each
Head Block Ties	150.00	Per each
Set of Comp bars	500.00	Per set
Additions/Improvements		
Mobilization	300.00	Per event
Point Protectors	3,800.00	Per turnout
Label Switch Numbers	5.00	Per switch
Provide and Install Switch Broom	10.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	350.00	Per switch

Attachment: Proposal - Holubar (7141 : Consider Quote for Spur Line Maintenance. *)

Proposed Fee Schedule

Company Name: Railworks Track Systems, Inc.

Company Address: 1871 Cofrin Dr, Green Bay, WI 54302

Company E-mail Address: JBruynes@Railworks.com

Company Representative: Jacob Bruynes

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization	\$100.00	Per event
Snow Removal >= 3.0 inches	\$400.00	Per switch
Snow Removal < 3.0 inches	\$325.00	Per switch
Adjustments		
Mobilization	\$100.00	Per event
Gapped Switch	\$300.00	Per each
Weld Frog Point	\$750.00	Per turnout
Paint Derails School Bus Yellow include switch handles	\$25.00	Per Derail
Replacements		
Mobilization	\$500.00	Per event
Broken Rail	\$1,750.00	Per each
Bad Tie	\$160.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	\$25.00	Per each
Head Block	\$400.00	Per each
Head Block Ties	\$400.00	Per each
Set of Comp bars	\$550.00	Per set
Additions/Improvements		
Mobilization	\$100.00	Per event
Point Protectors	\$2,500.00	Per turnout
Label Switch Numbers	\$25.00	Per switch
Provide and Install Switch Broom	\$50.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	\$300.00	Per switch

Attachment: Proposal - Wisconsin Rail and Steel (7141 : Consider Quote for Spur Line Maintenance.*)