



# Board of Public Works

335 South Broadway

De Pere, WI 54115

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

## Regular Meeting

### Agenda

**Monday, June 8, 2015**

**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 **June 8, 2015** 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](http://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](http://www.depere.tv).*

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of Board of Public Works May 11, 2015 Meeting Draft Minutes.
2. Approval of May 13, 2015 Special Board of Public Works Meeting Draft Minutes.
3. Consider Drainage Easement Off of Glen Meadows Lot 21.\*
4. Determine Future of Fountain in Front of Union Hotel.\*
5. Consider Intergovernmental Agreement between De Pere and Ledgeview and the Unified School District of De Pere for Pedestrian Walkways.\*
6. Consider Award of Project 15-06 Lawrence Drive Sidewalk\*
7. Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair.\*
8. Consider Approval for the State Municipal Agreement with WisDOT for STP-U Grant Projects.\*
9. Consider Quote for Oak Street Right of Way Width.\*
10. Discuss MSC Drop Off Services

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, June 8, 2015 so that arrangements can be made.

Agenda Sent To:

Mayor  
Alderpersons  
Department Heads  
TV, Newspapers & Radio  
Stations

James R. Westerman, Sommers Construction  
John E. Carpenter, MCC, Inc.  
Luke Walder  
Unified School District of De Pere

Kress Family Library  
De Pere Chamber of Commerce

Town of Ledgeview  
Sandra Carpenter, WisDOT

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**

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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Pam Denis

**SUBJECT:** Approval of Board of Public Works May 11, 2015 Meeting Draft Minutes.

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**ATTACHMENTS:**

- BOPW May 11, 2015 Draft Meeting Minutes (PDF)



# Board of Public Works

335 South Broadway

De Pere, WI 54115

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

## Regular Meeting

### Draft Minutes

Monday, May 11, 2015

7:30 PM

De Pere City Hall Council Chambers

#### I. Call to Order

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

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

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Aldersperson Rafferty.

#### II. Public Comment

None.

#### III. Items

##### 1. Approval of April 13, 2015 BOPW Meeting Minutes.

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

##### 2. Consider 2015 Sidewalk Repair Orders

Aldersperson Bauer moved to approve the 2015 Sidewalk Repair Orders, Aldersperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

##### 3. Consider Award for Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair\*

Mayor Walsh moved to award the bid for Project 15-05 Sidewalk, Curb, and Concrete Pavement Repair to Martell Construction, Inc. In the amount of \$199,460.00. Aldersperson Raasch seconded the motion. Upon vote, the motion passed.

Attachment: BOPW May 11, 2015 Draft Meeting Minutes (3542 : Approval of BOPW May 11, 2015 Meeting Draft Minutes)

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

4. Consider Award for Project 15-19 Mudjacking\*

Alderperson Raasch moved to award the Project 15-19 Mudjacking bid to Badger Concrete Lifting in the amount of \$2,430.00. Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

5. Consider Award of Project 15-19A Sidewalk Grinding\*

Alderperson Kneiszel moved to award the bid for Project 15-19A Sidewalk Grinding to All Star Cutting and Coring, LLC in the amount of \$4,845.00. Alderperson Raasch seconded the motion. Upon vote the motion passed.

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

6. Consider Quote for Dam Seepage Remediation and Box Culvert Wing Wall Repair\*

Eric Rakers, City Engineer, presented the quotes received to provide plans and construction inspection for two projects on dam seepage remediation and box culvert wing wall repair. The first project is for seepage remediation to the part of the earthen dam adjacent to the De Pere Lock on the Fox River. Once designed this would be bid out for repair in 2015. The second project is to repair a wing wall on a concrete box culvert crossing the Ashwaubenon Creek at the USH 41 East Frontage Road (Southbridge Drive). The wing wall repair construction will be included in the 2016 budget. Mayor Walsh moved to award the bid for the design and construction inspection to Becher Hoppe Engineers and Architects in the amount of \$43,770.00. Alderperson Kneiszel seconded the motion. Upon vote the motion passed.

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

7. Consider Reservoir Inspection Contract\*

Scott Thoresen, Director of Public Works, presented the proposals received for inspecting the water storage facilities at Scheuring Road and Merrill Street. Wisconsin State Statutes require an inspection every 5 years. These tanks were last inspected in 2010.

Discussion followed. Director Thoresen explained that although Scandia Consulting, from Ojibwa, WI was the low bid, he could not secure information from them on other similar projects that they had done so that reference checks could be done. Therefore staff was recommending that Water Tower Clean and Coat, Inc. Be awarded the contract. Alderperson Bauer moved to award Water Tower Clean and Coat, Inc. The contract to inspect the water storage facilities at Scheuring Road and Merrill Street in the amount of \$4,200. Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

8. Consider Leak Detection Survey\*

Alderperson Raasch moved to hire Ferguson Waterworks Services to perform the water leak detection survey in the amount of \$23,205.00. Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

9. Consider Approval of the Revised State Municipal Agreement (SMA) with WisDOT for Broadway (STH 57) from Randall Avenue to the North City Limits\*

City Engineer Rakers stated that the next two agenda items involve the revisions on State Municipal Agreements with the Wisconsin Department of Transportation (WisDOT). The minor revisions are being presented for approval now to insure that funds will be included in the current WisDot budget which ends in June. City Engineer Rakers explained when and where the Highway 57 project will occur.

Mayor Walsh moved to approve the revised State Municipal Agreement with the Wisconsin Department of Transportation for Highway 57 (Broadway) and forward it to the Council for approval, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

10. Consider Approval for the Revised State Municipal Agreement (SMA) with WisDOT for Eighth Street (STH 32) Reconstruction from Main Avenue to Ash Street\*

Alderperson Raasch moved to approve the revised State Municipal Agreement with the Wisconsin Department of Transportation for Eighth Street (STH 32) Reconstruction from Main Avenue to Ash Street, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

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

11. Consider Three-Party Design Engineering Services Contract Between De Pere, WisDOT, and Cedar Corporation for STP-U Grant Projects\*

City Engineer Rakers presented the Three-Party Design Engineering Services Contract between De Pere, Wisconsin Department of Transportation (WisDOT), and Cedar Corporation for STP-U Grant Projects. He explained that some additional grant funding had become available and staff's recommendation was to fund the remainder of Helena Street from Suburban to Seventh. In order to fund this at 80%, Libal Street and Ninth Street were being eliminated. This work is scheduled to occur in 2018. Engineer Rakers stated WisDOT will be revising the SMA to reflect the changes in the streets for the project and this would be brought back to the Board of Public Works.

Mayor Walsh moved to approve the Contract and forward it to the Common Council to approve, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

12. Consider Providing Electronic Drop Off Service at MSC

Scott Thoresen, Director of Public Works, presented an overview of a proposal from Cyber Green to provide an electronics drop off site at the Municipal Service Center. He explained that this would encourage the City's initiative of going green by providing a convenient drop off for items like monitors, TVs, computers, etc. There would be no cost to the City, but a lock box would be provided for those items that required a small fee to drop off. Director Thoresen also stated that in the past the City has charged for those items containing freon, but Cyber Green does not. Discussion followed, including having the City Attorney review the proposal.

Mayor Walsh moved to approve implementing this service with Cyber Green, Alderperson Kneiszel seconded the motion. Upon vote, the motion passed.

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

13. Discuss MSC Drop Off Site

Alderperson Kneiszel requested this item be put on the agenda for discussion of the Municipal Service Center drop off site. Alderperson Rafferty was also present for the discussion. Discussion involved the following topics: the monitoring of the bins, separating out materials, looking for partnerships with local charities to recycle good items, liability of partnerships, room for bins, clearer signage, suggested charities,

research that could be done to reduce what is going into landfills. Alderperson Kneiszel asked that a report be made at the next Board of Public Works meeting as to other organizations or means to recycle more and how to inform the public as to the services available.

14. Special BOPW Meeting 5-13-15

Scott Thoresen, Director of Public Works, stated that the intent of the Special Board of Public Works meeting is to visit sites in the downtown area for dumpsters for garbage and recycling collection. The Director of Public Work and Al Luberta, Street Superintendent would be the tour guides. Alderpersons should meet at the Municipal Service Center office at 5pm on May 13, 2015.

IV. Future Agenda Items

None.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Raasch seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 8:15pm.

Respectfully submitted,  
Pam Denis

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**

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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Pam Denis

**SUBJECT:** Approval of May 13, 2015 Special Board of Public Works Meeting  
Draft Minutes.

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**ATTACHMENTS:**

- CE\_ Special Board of Public Works Meeting, May 13, 2015 DRAFT Minutes (PDF)



# Board of Public Works

## Special Untelevised

~ DRAFT Minutes ~

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

Scott Thoresen  
920-339-4060

Wednesday, May 13, 2015

5:00 PM

Municipal Service Center

### I. Call to Order

5:00 PM Meeting called to order on May 13, 2015 at Municipal Service Center, 925 S. Sixth Street, De Pere, WI.

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

### 2. Action Item (ID # 3391)

Discuss Downtown Commercial Garbage Collection

The intent of the meeting is to field visit areas throughout the downtown to discuss commercial garbage and recycling collection utilizing dumpsters.

#### COMMENTS - Current Meeting:

The downtown business areas were toured on both the east and west side to discuss commercial garbage and recycling collection. Staff will bring back to the Board of Public Works at a future meeting the recommendations on commercial garbage and recycle collection.

**Motion To:** Adjournment

#### COMMENTS - Current Meeting:

The meeting was adjourned at 6:00pm.

Attachment: CE\_ Special Board of Public Works Meeting, May 13, 2015 DRAFT Minutes (3545 : Approval of May 13, 2015 Special BOPW Meeting

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**

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|                      |                                                                |
|----------------------|----------------------------------------------------------------|
| <b>MEETING DATE:</b> | <b>June 8, 2015</b>                                            |
| <b>DEPARTMENT:</b>   | <b>Public Works</b>                                            |
| <b>FROM:</b>         | <b>Eric Rakers</b>                                             |
| <b>SUBJECT:</b>      | <b>Consider Drainage Easement Off of Glen Meadows Lot 21.*</b> |

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The property owner has requested to install a culvert pipe in the drainage easement behind parcel WD-1606 (Lot 21) along Glen Meadows Circle. There is an existing six foot storm water drainage easement along the back lot line. The storm water drainage easement transports storm water from four lots to the north.

Staff has several concerns with the installation of the culvert.

First is future ownership and maintenance of the culvert. There are other private culverts and storm sewers around the City. Residents that purchase properties with these facilities are often not aware that the facilities exist. When there is a problem, they assume that the facility is owned by the City. Additionally, for private sewer systems, there can be issues with who is responsible for repair.

Next, storm water drainage swales provide two benefits. First, the swale serves to transport storm water. Installation of a properly sized culvert would also provide this benefit. Second, storm water swales provide treatment benefits. Swales serve to slow storm water runoff, allow for infiltration, and treat storm water through vegetation and microorganisms in the soil. Culverts transport contaminants without treatment. Staff acknowledges that there is a storm water management pond downstream of the facility however; swales still serve to provide storm water management benefits.

Finally, there is the concern of setting precedent with installing private culverts in storm water drainage easements here and allowing elsewhere. As many of you have experienced, poor drainage on private property is one of the biggest complaints in the spring. Drainage easements are generally on adjacent lots. By allowing property owners to install a culvert on the section of easement on their property, drainage from the adjacent lot will be impacted. For this plat, the restrictive covenants on the plat does state "The land on all side and rear lot lines of all lots shall be graded by the owner and maintained by the abutting property owners to provide for adequate drainage of surface water." In this situation, City property is the adjacent parcel and could be impacted.

All new plats include drainage easements. Due to continued drainage issues on private property, additional restrictions are placed on new plats such that the actual swale grades are recorded on

the easement. Additional restrictions are placed on easements to minimize issues with neighbors changing grades and creating drainage issues for adjacent lots.

The staff recommendation is to deny the installation of a culvert to replace the swale. The easements are placed on plats to provide drainage for subdivisions and adjacent properties. If the Board chooses to permit the installation, staff would recommend that the culvert be designed, stamped, and signed by a professional engineer. The culvert should be designed to City standards and approved by the City. Finally, documentation should be created by the property owner clearly stating that this culvert has been installed by the property owner and is to be maintained by future property owners at their expenses. This document should be approved by the City Attorney and recorded with the parcel.

**ATTACHMENTS:**

- Drainage Easement Off of Glen Meadows Lot 21 (PDF)

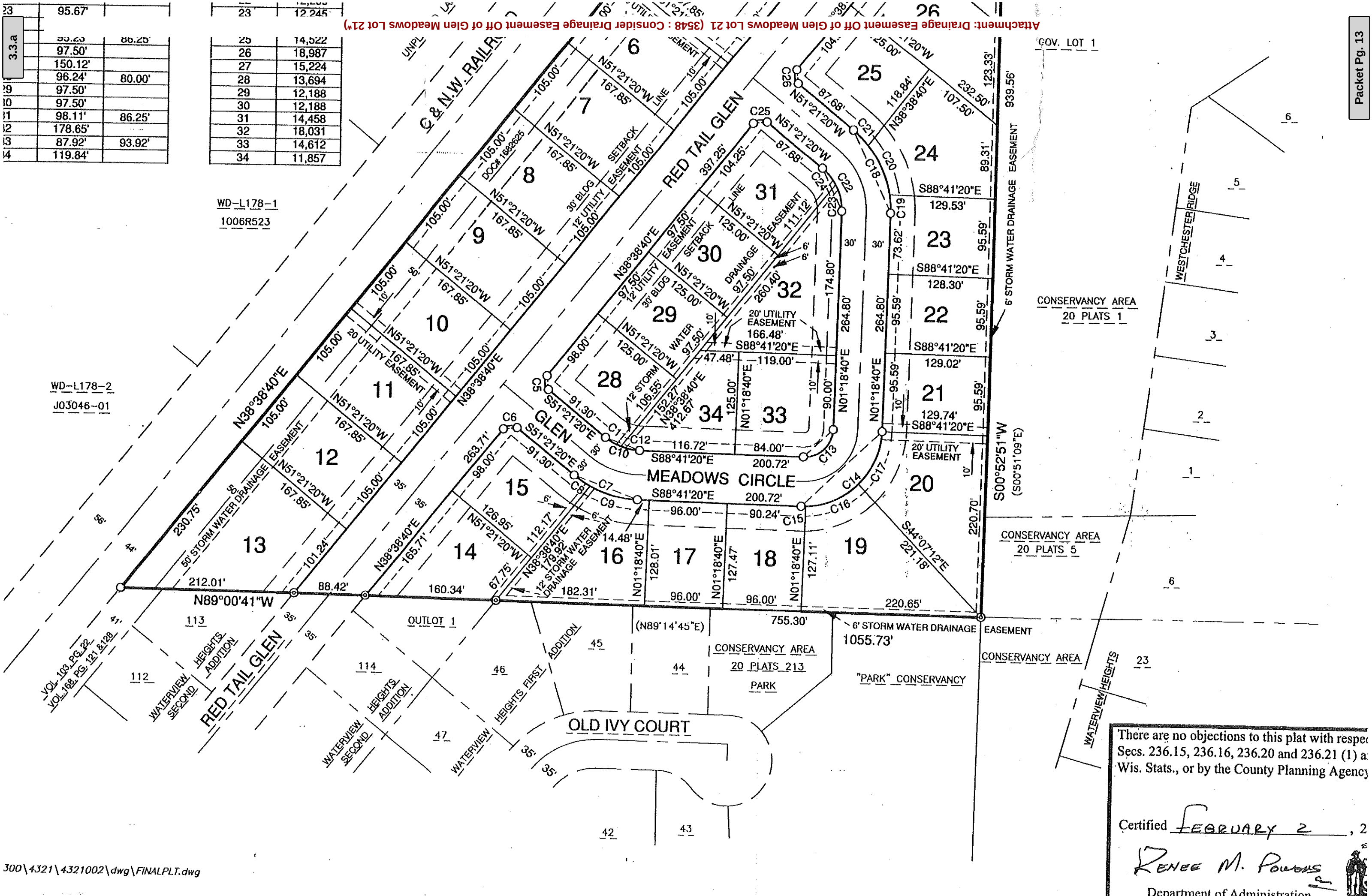
Attachment: Drainage Easement Off of Glen Meadows Lot 21 (3548 : Consider Drainage Easement Off of Glen Meadows Lot 21\*)

|    |         |        |
|----|---------|--------|
| 23 | 95.67'  |        |
| 24 | 97.50'  | 88.25' |
| 25 | 150.12' | 80.00' |
| 26 | 96.24'  |        |
| 27 | 97.50'  |        |
| 28 | 97.50'  |        |
| 29 | 97.50'  |        |
| 30 | 98.11'  | 86.25' |
| 31 | 178.65' |        |
| 32 | 87.92'  | 93.92' |
| 33 | 119.84' |        |

|    |        |
|----|--------|
| 25 | 14,522 |
| 26 | 18,987 |
| 27 | 15,224 |
| 28 | 13,694 |
| 29 | 12,188 |
| 30 | 12,188 |
| 31 | 14,458 |
| 32 | 18,031 |
| 33 | 14,612 |
| 34 | 11,857 |

WD-L178-1  
1006R523

WD-L178-2  
J03046-01



There are no objections to this plat with respect to Sections 236.15, 236.16, 236.20 and 236.21 (1) of the Wisconsin Statutes, or by the County Planning Agency.

Certified FEBRUARY 2, 2023  
**RENEE M. POWERS**  
 Department of Administration

2100651

**RESTRICTIVE COVENANTS**

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

EACH LOT OWNER SHALL GRADE THE PROPERTY ABUTTING A STREET TO CONFORM TO THE ADOPTED SIDEWALK GRADE ELEVATION AND MAINTAIN SAID ELEVATION FOR FUTURE SIDEWALKS.

NO POLES, PEDESTALS OR BURIED CABLE ARE TO BE PLACED SO AS TO DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE, A DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATUTES.

THE CITY OF DEPERE REQUIRES THE INSTALLATION OF SIDEWALKS ON ALL LOTS ABUTTING A THROUGH STREET. SIDEWALK INSTALLATION SHALL BE REQUIRED ON RED TAIL GLEN PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY.

**LOT FRONTAGES ON  
BUILDING SETBACK LINE**

| LOT # | DIST.   | DIST.  |
|-------|---------|--------|
| 1     | 101.79' |        |
| 2     | 102.97' |        |
| 3     | 105.00' |        |
| 4     | 105.00' |        |
| 5     | 105.00' |        |
| 6     | 105.00' |        |
| 7     | 105.00' |        |
| 8     | 100.00' |        |
| 9     | 105.00' |        |
| 10    | 105.00' |        |
| 11    | 105.00' |        |
| 12    | 105.00' |        |
| 13    | 124.39' |        |
| 14    | 142.56' |        |
| 15    | 80.00'  | 97.03' |
| 16    | 95.00'  |        |
| 17    | 96.00'  |        |
| 18    | 96.00'  |        |
| 19    | 95.01'  |        |
| 20    | 95.58'  |        |
| 21    | 95.59'  |        |
| 22    | 95.59'  |        |
| 23    | 95.67'  |        |
| 24    | 95.00'  |        |
| 25    | 95.23'  | 86.25' |
| 26    | 97.50'  |        |

**LOT AREA**

| LOT # | SQ. FT. |
|-------|---------|
| 1     | 32,122  |
| 2     | 20,130  |
| 3     | 17,624  |
| 4     | 17,624  |
| 5     | 17,624  |
| 6     | 17,624  |
| 7     | 17,624  |
| 8     | 17,624  |
| 9     | 17,624  |
| 10    | 17,624  |
| 11    | 17,624  |
| 12    | 17,624  |
| 13    | 27,871  |
| 14    | 14,818  |
| 15    | 13,950  |
| 16    | 17,425  |
| 17    | 12,263  |
| 18    | 12,212  |
| 19    | 20,921  |
| 20    | 21,184  |
| 21    | 12,368  |
| 22    | 12,299  |
| 23    | 12,245  |
| 24    | 17,118  |
| 25    | 14,522  |
| 26    | 18,987  |

AREA DEDICATED TO THE  
PURPOSES, 149,568 SQ

1006R524

UNPLATTED LANDS OWNED P  
ALL PR

Attachment: Drainage Easement Off of Glen Meadows Lot 21 (3548 : Consider Drainage Easement Off of Glen Meadows Lot 21\*)

|     |        |             |        |        |           |
|-----|--------|-------------|--------|--------|-----------|
| C25 | 12.00' | S83°38'40"W | 16.97' | 18.85' | 90°00'00" |
| C26 | 12.00' | N06°21'20"W | 16.97' | 18.85' | 90°00'00" |

NOTES:

"THE CITY OF DE PERE REQUIRES THE INSTALLATION OF SIDEWALKS ON ALL LOTS ABUTTING RED TAIL GLEN. SIDEWALK INSTALLATION SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT BY THE CITY."

"PURSUANT TO SECTION 13.05, DE PERE MUNICIPAL CODE, PUBLIC SITES AND OPEN SPACES, THE CITY OF DE PERE REQUIRES THE PAYMENT OF A FEE IN LIEU OF PARK DEDICATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ALL LOTS WITHIN THIS SUBDIVISION."

NOTE: "GRANT OF EASEMENT"

THERE IS HEREBY GRANTED JOINTLY TO THE CITY OF DE PERE, WISCONSIN, A MUNICIPAL CORPORATION, WISCONSIN PUBLIC SERVICE CORPORATION AND THE SPC AMERICA, BOTH PUBLIC UTILITIES AND THEIR SUCCESSORS AND ASSIGNS, A PERPETUAL RIGHT-OF-WAY OVER AND ACROSS AND AN EASEMENT IN ALL LANDS DESIGNED HEREIN AS "UTILITY EASEMENTS" FOR PURPOSES OF CONSTRUCTION, INSTALLATION AND STORM SEWERS, GAS AND ELECTRIC DISTRIBUTION SYSTEMS, TELEPHONE SYSTEMS AND CABLE TELEVISION SYSTEMS, NO HABITABLE STRUCTURES OR ACCESSORY BUILDINGS SHALL BE CONSTRUCTED WITHIN OR UPON SAID EASEMENTS. THIS EASEMENT SHALL BE PERPETUAL.

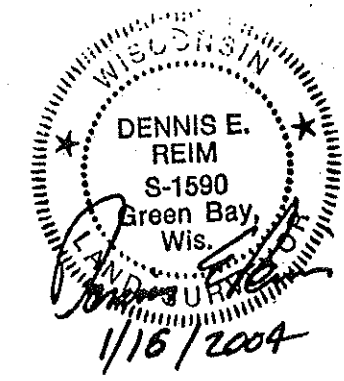
LEGEND

- Existing Iron Pipe, 1.25" Outside Dia.
- Set 2.5" Outside Dia. x 24" Iron Pipe min. wt. 3.65 lb./lin. ft.
- ⊕ Recorded County Monument
- ⊙ Existing 2.5" Outside Dia. Iron Pipe
- ( ) Recorded as Bearing or Distance

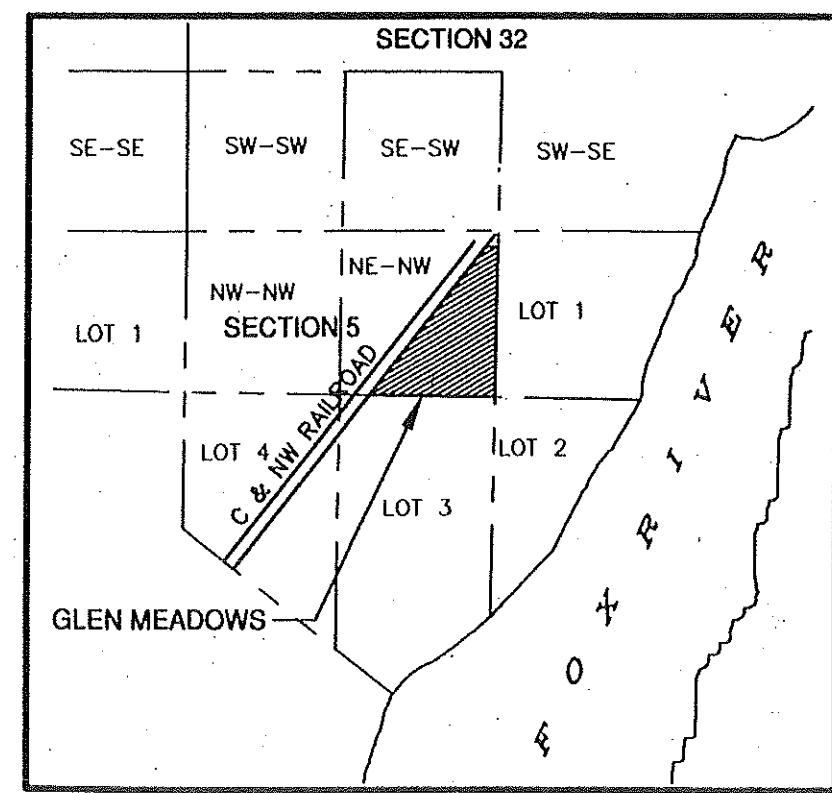
ALL OTHER LOT CORNERS MARKED WITH A 1.25" OUTSIDE DIA. x 24" IRON PIPE, MIN. WT. 1.68 LBS./LIN. FT.

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT AND COMPUTED TO THE NEAREST HUNDREDTH OF A FOOT.

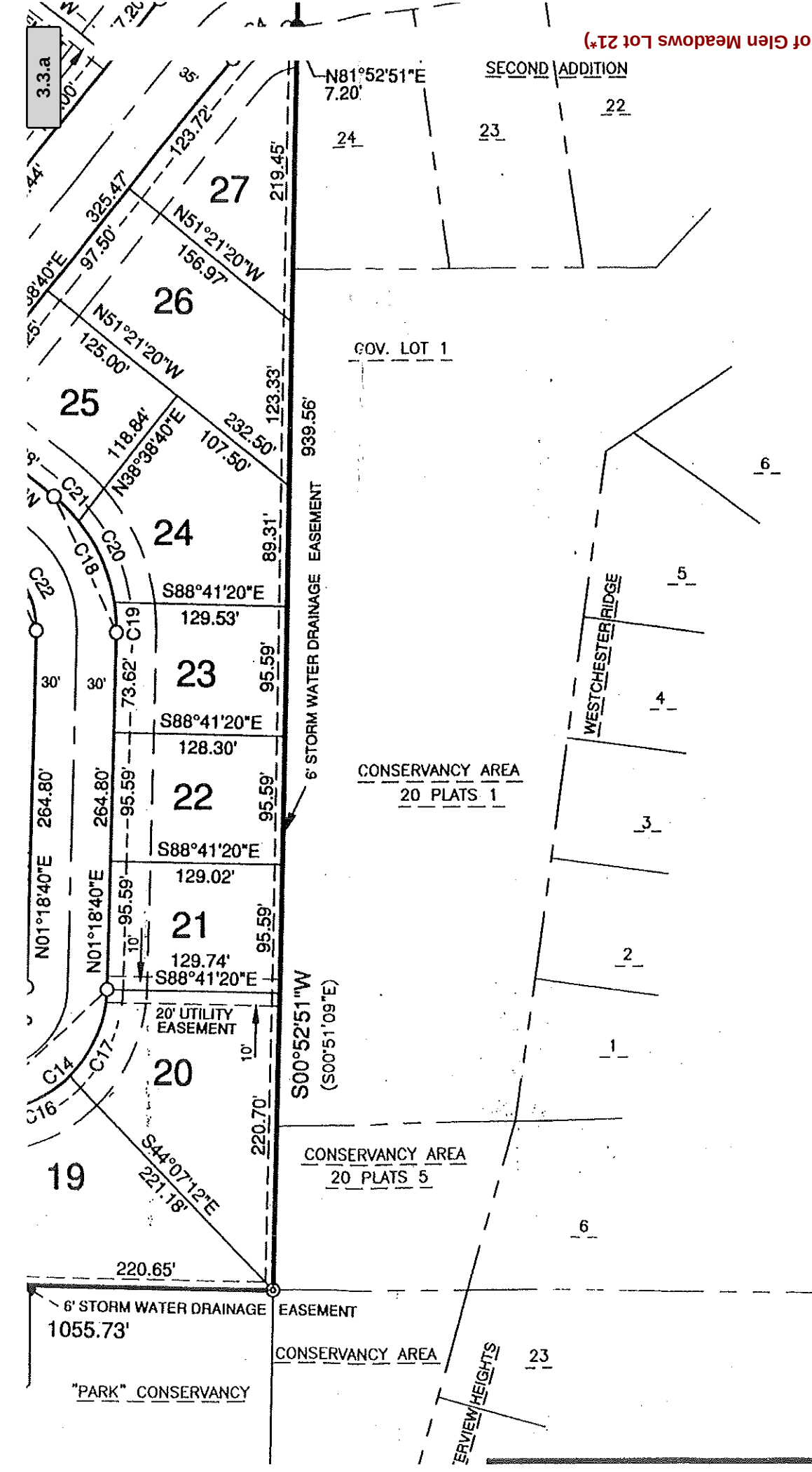
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST THREE SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.



REVISED THIS 16th DAY OF JANUARY, 2004



LOCATION SKETCH



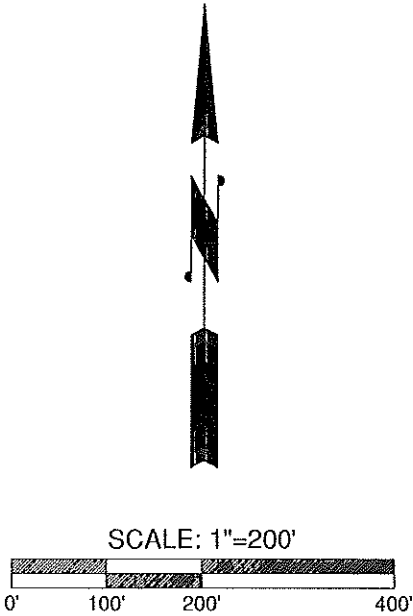
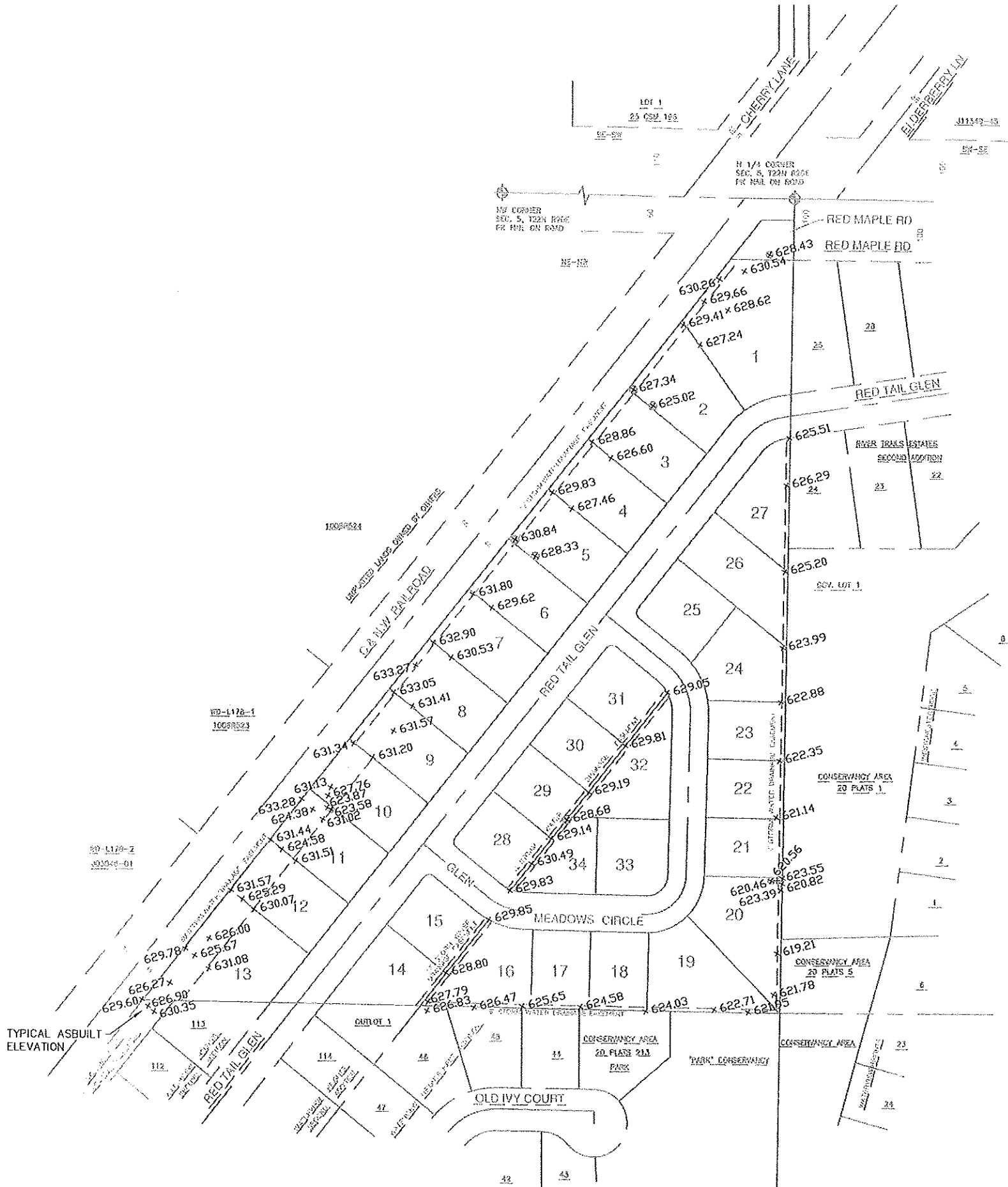
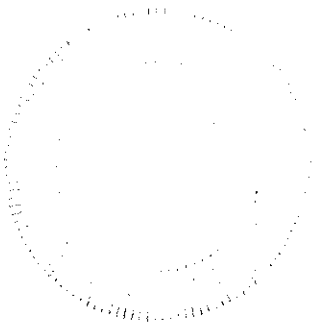
3.3.a

Attachment: Drainage Easement Off of Glen Meadows Lot 21 (3548 : Consider Drainage Easement Off of Glen Meadows Lot 21\*)

SURVEYOR'S CERTIFICATE

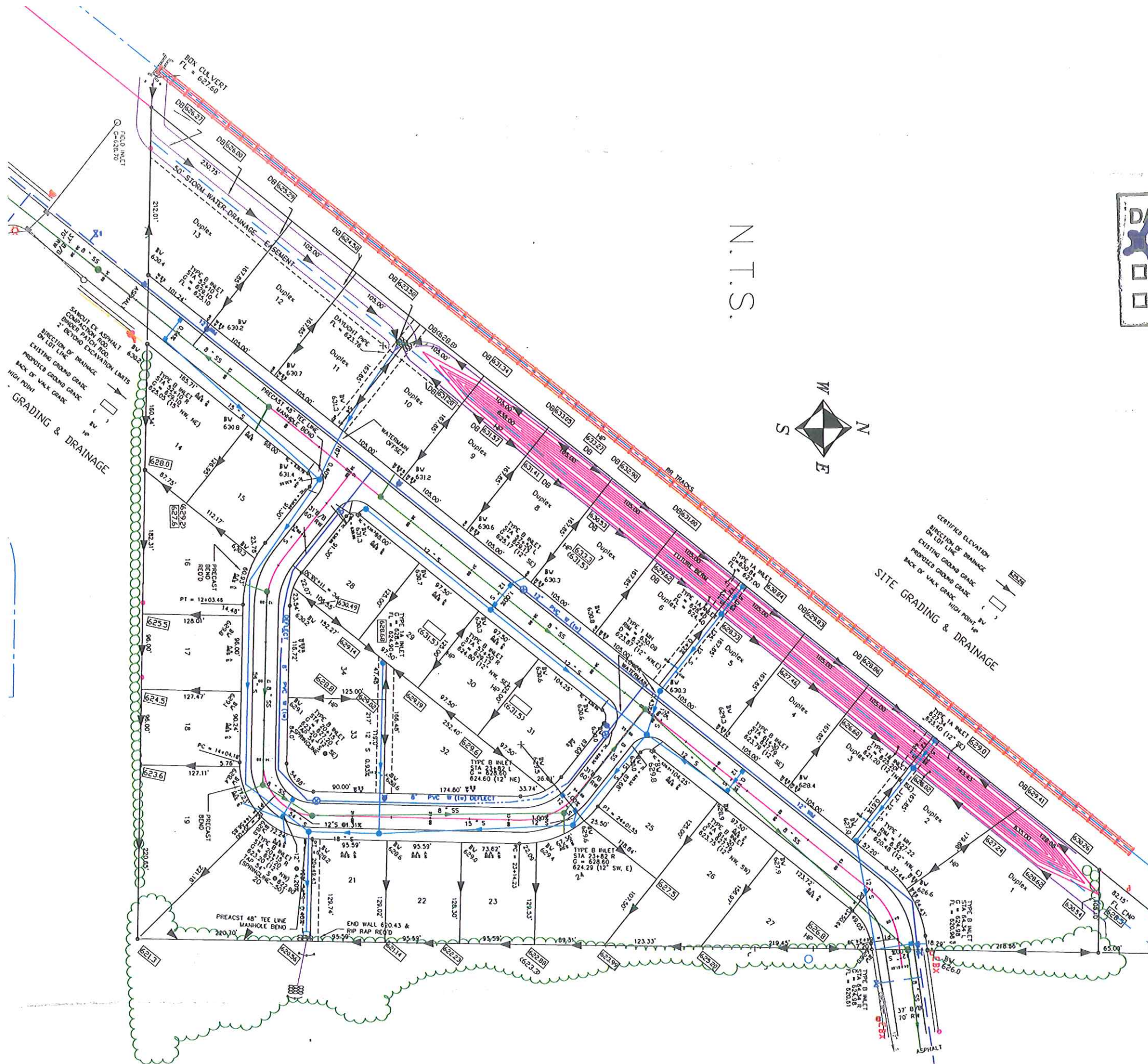
I, JAMES R. WESTERMAN, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT UNDER MY DIRECTION AND CONTROL THE ELEVATIONS SHOWN HEREON WERE SURVEYED ON 09/01/2004 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN MAP IS A TRUE REPRESENTATION THEREOF.

DATE: 9-2-04   
JAMES R. WESTERMAN, RLS #2242

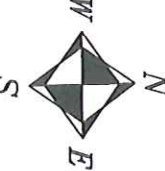


|     |      |         |          |     |      |         |          |         |     |                 |                                        |         |                         |                                                                                                                                                                                                                                                            |                       |
|-----|------|---------|----------|-----|------|---------|----------|---------|-----|-----------------|----------------------------------------|---------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| NO. | DATE | APPROV. | REVISION | NO. | DATE | APPROV. | REVISION | DRAWN   | TEH | CITY OF DE PERE | ASBUILT ELEVATIONS FOR<br>GLEN MEADOWS | DATE    | 09/01/04                |  Robert E. Lee & Associates, Inc.<br>ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES<br>4664 GOLDEN POND PARK COURT<br>ONEIDA, WI 54155<br>INTERNET: www.releesinc.com | SHEET NO.             |
|     |      |         |          |     |      |         |          | CHECKED | JRW |                 |                                        | FILE    | glen_meadows_grades.dwg |                                                                                                                                                                                                                                                            | PHONE: (920) 662-9641 |
|     |      |         |          |     |      |         |          |         |     |                 |                                        | JOB NO. | 0404333                 |                                                                                                                                                                                                                                                            | FAX: (920) 662-9141   |

Attachment: Drainage Easement Off of Glen Meadows Lot 21 (3548 : Consider Drainage Easement Off of Glen Meadows Lot 21\*)



N.T.S.



DATUM  
X WEST DE PERE  
□ EAST DE PERE  
□ NAVD 88

CERTIFIED ELEVATION  
DIRECTION OF DRAINAGE  
OF LOT LINE  
EXISTING GROUND GRADE  
PROPOSED GROUND GRADE  
BACK OF WALK GRADE  
HIGH POINT

RED TAIL GLEN

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Board of Park Commissioners

**FROM:** Marty Kosobucki

**SUBJECT:** Determine Future of Fountain in Front of Union Hotel.\*

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Issue: Determine future of water fountain in front of Union Hotel.

Background: The water fountain in front of the Union Hotel is in very poor condition and will need future repairs if we want to continue having the fountain there. In talking with staff and contractors we believe it will cost around \$30,000 - \$50,000 to have the fountain repaired to its original condition. Our staff electrician has indicated the electrical needs to be replaced and would cost between \$5,000 - \$15,000. In working with a contractor we received an estimate to repair the mortar and stone for a cost of approximately \$15,000, however this estimate was not anticipating if there is any water damage under the stone. In talking with the contractor, they believe there is significant water damage under the stone work but its impossible to tell how much until you start ripping apart the fountain.

We are able to get the fountain running this year, however a future plan needs to be put in place to ensure its future.

Staff is recommending the Board of Public Works reviews and provides direction on this issue, because the fountain is in classified Right of Way and the area is not considered a park.

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**

---

**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Consider Intergovernmental Agreement between De Pere and Ledgeview and the Unified School District of De Pere for Pedestrian Walkways.\*

---

Attached for consideration by the Board is an agreement between the City, Ledgeview, and Unified School District of De Pere (District) regarding the O'Keefe and Shetland Walkways and associated drainage facilities. The facilities were originally built in the 1990's. The Agreement identifies responsibilities for the maintenance and repair of these facilities. The catalyst for creating the agreement is that the existing drainage pipes under the trail need to be replaced.

**Background**

The Town and City entered into the Agreement to Construct Storm Water Drainage Systems, dated November 9, 1994 for the intergovernmental cooperation in the construction and maintenance of storm water facilities including a storm water detention pond located in the City's Saddlebrook Park subdivision. The O'Keefe Road right of way, from Jordan Road to the Heritage School is jointly shared by the Town and City, and crosses a drainage area feeding to the Saddlebrook Pond. This section of O'Keefe Road right-of-way has not been improved as a road but instead has been improved by the District as a walkway from Jordan Road to the Heritage Elementary School. The Shetland Walkway was also constructed in jointly shared right of way from Shetland Place to the O'Keefe Walkway.

**Discussion and Recommendation**

The O'Keefe Walkway is in need of improvements to facilitate adequate storm water drainage flow northerly to the Saddlebrook Pond through/under the O'Keefe Walkway. Currently, storm water drainage from the property to the south of the O'Keefe Walkway is directed to the Saddlebrook Pond by a 36" diameter pipe which is inadequate to properly drain storm water. The recommended improvement is to install four, forty-eight inch (48") diameter storm water drainage pipes. The Town will undertake the construction of the drainage pipes this year. The Town, District, and City will each pay one third of the cost of the construction.

The maintenance of any drainage swale and the drainage pipes shall be performed by the City or City contractor. The cost of the maintenance of the swales drainage pipes shall be borne equally (in thirds) by the parties.

The District shall maintain the O’Keefe and Shetland Walkways including controlling litter, removing snow and ice and otherwise keeping the walkway unobstructed and available for public use. The District shall not charge for such maintenance activities. Maintenance shall also include minor, non-structural repairs to the concrete/asphalt walkway that can be completed without replacement of the concrete/asphalt, such as mud-jacking, shaving and/or crack-sealing.

If structural repair or replacement of the walkway(s) or parts of a walkway becomes necessary, the District will notify and consult with the Town and City concerning the repair. The District may, after consultation with the Parties cause the repair(s) to be made to the walkway(s). The cost of the repair shall be borne equally (in thirds) by the Parties.

When the walkways and associated drainage swales and pipes were constructed, there was no agreement created identifying repair and maintenance responsibilities. The purpose for this agreement is to memorialize in the Agreement the repair and maintenance of said walkways and associated drainage facilities.

Staff recommends approval of the Agreement.

**ATTACHMENTS:**

- Okeefe Walkway Agreement (PDF)
- Ledgeview Heritage Walkway Agreement Exhibit 1 (PDF)

**AGREEMENT AMONG THE TOWN OF LEDGEVIEW,  
CITY OF DE PERE AND THE UNIFIED SCHOOL DISTRICT OF DE PERE  
REGARDING THE MAINTENANCE OF PEDESTRIAN WALKWAYS  
AND ASSOCIATED DRAINAGE FACILITIES**

THIS AGREEMENT is entered in to this \_\_\_\_ of \_\_\_\_\_, 2015, among the Town of Ledgeview, a Wisconsin Town (“Town”), the City of De Pere, a Wisconsin municipal corporation (“City”), and the Unified School District of De Pere, a Wisconsin school district (“District”).

WHEREAS, The Town and City are parties to an Agreement to Construct Storm Water Drainage Systems, dated November 9, 1994 (“Agreement”), pertaining to intergovernmental cooperation in the construction and maintenance of storm water facilities including a storm water detention pond located in the City’s Saddlebrook Park subdivision (“Saddlebrook Pond”) as illustrated in Exhibit 1; and

WHEREAS, the O’Keefe Road right-of-way, jointly shared by Town and City, extending southeast from its intersection of Jordan Road to the Heritage Elementary School property, crosses a drainage area feeding the Saddlebrook Pond; further that, said O’Keefe Road right-of-way has not been improved as a road but instead has been improved by District as a walkway from Jordan Road to the Heritage Elementary School (“O’Keefe Walkway”); and

WHEREAS, the O’Keefe Walkway is intersected by an additional walkway extending southerly off Shetland Place right-of-way which is jointly shared by Town and City (“Shetland Walkway”) as illustrated on Exhibit 1; and

WHEREAS, the O’Keefe Walkway is in need of improvements to facilitate adequate stormwater drainage flow northerly to the Saddlebrook Pond through/under the O’Keefe Walkway; and

WHEREAS, the parties wish to memorialize in writing their collective understanding and agreement regarding the repair and maintenance of said walkways and proximate drainage facilities.

NOW THEREFORE, upon the mutual obligations and promises contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. O’KEEFE WALKWAY IMPROVEMENT AND RESTORATION**

A. Construction of Improvement. Currently, stormwater drainage from the property to the south of the O’Keefe Walkway is directed to the Saddlebrook Pond by a 36” diameter pipe which the parties acknowledge is inadequate to properly drain storm water. After considering alternatives, the parties have determined to improve the O’Keefe Walkway by placing under the walkway four, forty-eight (48”) diameter stormwater drainage pipes (the “Improvement”). Town will undertake the construction the Improvement in accordance with applicable law during the 2015 construction season. The Improvement shall include, if necessary, any restoration of

the O’Keefe Walkway to its current condition to the extent of any disturbance of the walkway.

B. Permission for Access or Construction of Improvement. The City and to the extent necessary the District consents to the Town’s access to the O’Keefe right-of-way for the purpose of constructing the Improvement as provided in this Agreement.

C. Cost of Improvement. The cost of the Improvement shall be borne equally (in thirds) by the parties. The Town shall invoice the City and District for their portion of the costs within thirty (30) days of completion of the Improvement.. The District and City will pay its portion of the costs of the improvements within thirty (30) days of receipt of invoice.

D. Hold Harmless. The Town shall save and hold the District and City harmless from any and all injury to persons or damage to property as a result of the Town construction of the Improvement so long as such injury or damage is not caused by the actionable negligence of the District or City. This provision is intended to indemnify and hold harmless the District and City to the fullest extent permitted by law and includes the payment of reasonable attorneys’ fees for defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

## II. SWALE AND DRAINAGE PIPE MAINTENANCE.

A. Maintenance of Swales and Drainage Pipes. The maintenance of any drainage swale and the Improvement shall be performed by the City. Maintenance as used in this section shall include removal of vegetation or any other blockage that may impede the flow of water through the Improvement, and other actions to facilitate the flow of storm water through the improvement and necessary to protect the O’Keefe Walkway. Maintenance of the swales and drainage pipes does not include rerouting or reshaping of swales or drainage pipe repair or replacement.

B. Cost of Swale/Culvert Maintenance. The cost of the maintenance of the swales and Improvement as provided in this section shall be borne equally (in thirds) by the parties. The City shall invoice the Town and District for their portion of the costs within thirty (30) days of the completed maintenance activity. The other parties shall pay their portions of the costs of the maintenance within thirty (30) days of receipt invoice.

C. Cost of Swale and Drainage Pipe Repair or Replacement. Should the City determine that rerouting or reshaping of swales or the repair or replacement of drainage pipes within the O’Keefe right of way is necessary to protect the integrity of the O’Keefe Walkway, City may, after consultation with the other Parties, cause the same to be rerouted, reshaped, repaired or replaced as the case may be. The cost of doing so shall be borne equally (in thirds) by the parties. The City shall invoice the Town and District for their portion of the costs within thirty (30) days of the completion of the work. The parties shall pay their portion of the costs of the work within thirty (30) days of receipt of invoice.

D. Access Permission The Town, and to the extent necessary the District, permits the City to be present upon and perform maintenance work within the right-of-way under ownership and control of the Town.

C. Hold Harmless/Indemnity. The City shall save and hold the District and Town harmless from any and all injury that may occur to any persons or damage to any property as a result of the City's Swale/Culvert Maintenance activities provided such injury or damage is not caused by the actionable negligence of the Town or District. This provision is intended to indemnify and hold harmless the District and Town to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

### III. MAINTENANCE OF WALKWAY

A. Maintenance of Walkways. The District shall maintain the O'Keefe and Shetland Walkways including controlling litter, removing snow and ice and otherwise keeping the walkway unobstructed and available for public use. The District shall not charge for such maintenance activities. Maintenance shall also include minor, non-structural repairs to the concrete/asphalt walkway that can be completed without replacement of the concrete/asphalt, such as mud-jacking, shaving and/or crack-sealing.

B. Repair or replacement of Walkways. If structural repair or replacement of the walkway(s) or parts of a walkway becomes necessary, the District will so notify and consult with the other Parties concerning the repair. The District may, after consultation with the Parties cause the repair(s) to be made to the walkway(s). The cost of the repair shall be borne equally (in thirds) by the Parties. The District shall endeavor to provide adequate notice of the need for repair/replacement to the other Parties so as to allow them to properly budget and plan for the repair costs. The District shall invoice the other Parties for their portion of costs within 30 days of the completion of the project, with payment due the District within 30 days of receipt thereof by the other Party.

C. Walkway Access Permitted. The Town and City expressly permit the District to access the walkways for purpose of providing maintenance as stated herein.

D. District to Hold Harmless. The District shall save and hold the City and Town harmless from any and all injury that may occur to any persons or damage to any property as a result of the District's maintenance and repair activities provided such injury or damage is not caused by the actionable negligence of the Town or City. This provision is intended to indemnify and hold harmless the City and Town to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

### IV. MISCELLANEOUS

A. Vacation of Public Ways. Neither the Town nor the City shall take any action to vacate the public walkways without the consent of the District.

B. Duty to Maintain Insurance for Indemnification. Each party agrees that to maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance to the other parties demonstrating that the other parties are named as an additional insured for purposes of this Agreement.

C. Execution of Agreement. By executing this Agreement, the parties attest and covenant that they have obtained all necessary approvals from their respective governing bodies and that the parties executing this Agreement are duly authorized to do so.

D. Duration. This Agreement shall be of a duration of five (5) years and may be renewed for consecutive five (5) year terms upon written agreement of the parties unless notice is given at least six months prior to the current term of an intent to discontinue this Agreement.

E. Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

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

TOWN OF LEDGEVIEW

CITY OF DE PERE

\_\_\_\_\_  
Phillip J. Danen, Town Chairman

\_\_\_\_\_  
Michael J. Walsh, Mayor

\_\_\_\_\_  
Sarah Burdette, Town Clerk:

\_\_\_\_\_  
Shana L. Defnet, Clerk-Treasurer

UNIFIED SCHOOL DISTRICT OF DE PERE

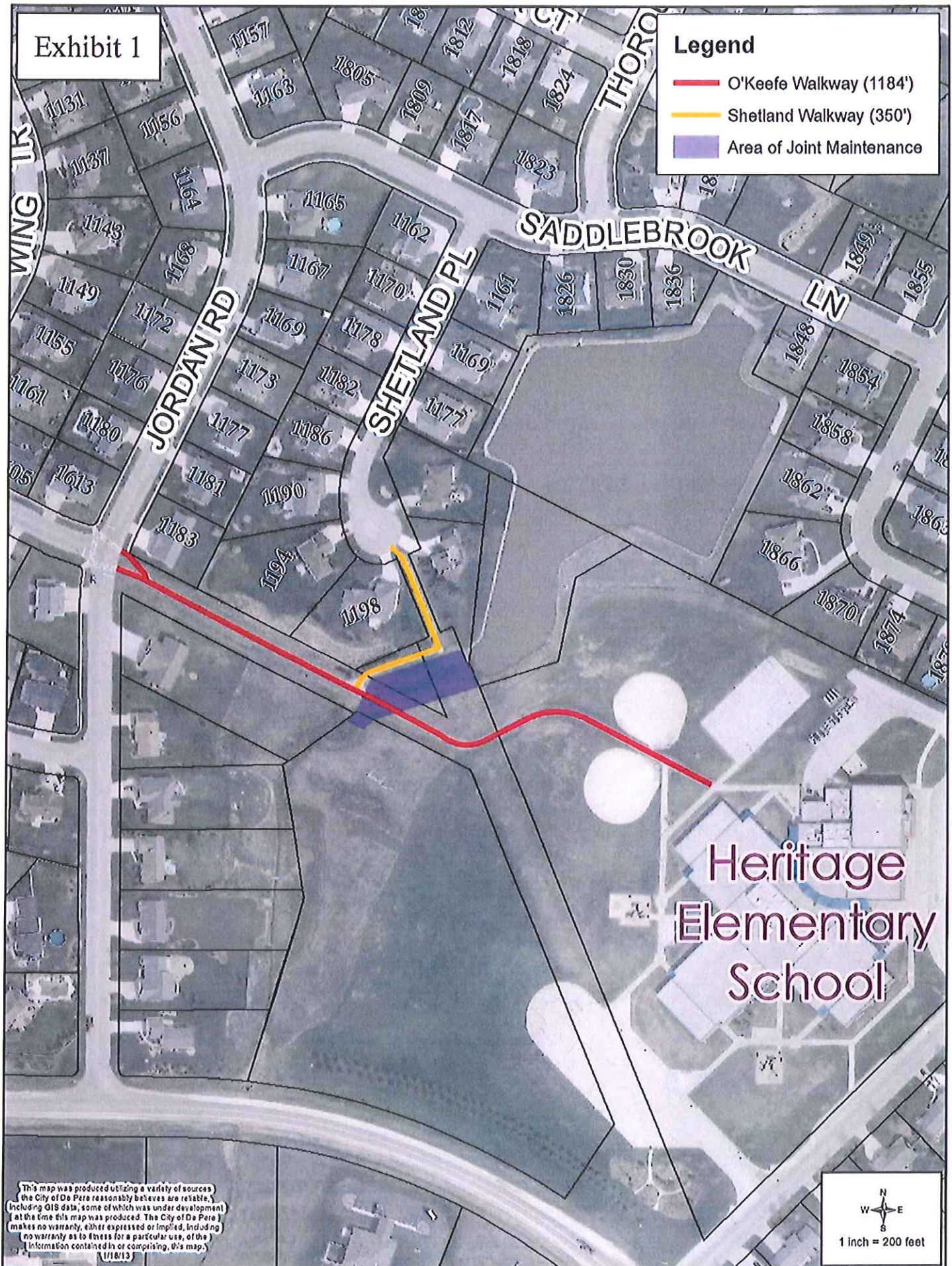
\_\_\_\_\_  
Paul Summerside, Board President

\_\_\_\_\_  
Dan Van Staten, Board Clerk

## Exhibit 1

## Legend

- O'Keefe Walkway (1184')
- Shetland Walkway (350')
- Area of Joint Maintenance



Heritage  
Elementary  
School

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

1/18/13



1 inch = 200 feet

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**


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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Consider Award of Project 15-06 Lawrence Drive Sidewalk\*

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The Engineering Department received bids on Project 15-06 Lawrence Drive Sidewalk on May 28<sup>th</sup>, 2015. This project involves construction of sidewalk along Lawrence Drive between County Claire Road and Scheuring Road. The bids received were as follows:

| <b>Bidder</b>                      | <b>Amount</b> |
|------------------------------------|---------------|
| Sommers Construction Company, Inc. | \$676,961.40  |
| Al Dix Concrete Inc.               | \$693,022.50  |
| Martell Construction, Inc.         | \$740,681.35  |

The budgeted amount from the capital improvement budget is \$795,300. Funding will be \$457,600 from general obligation debt and \$337,700 from special assessment. The staff recommendation is to award the bid to Sommers Construction Company, Inc. in the amount of \$676,961.40.

**ATTACHMENTS:**

- 15-06 Bid Tab(PDF)

# PROJECT 15-06 Lawrence Drive Sidewalk

3.6.a

## BID TAB



| ITEM                   | DESCRIPTION                                                          | UNIT | QTY  | BIDDER NO. 1                   |              | BIDDER NO. 2         |              | BIDDER NO. 3               |              |
|------------------------|----------------------------------------------------------------------|------|------|--------------------------------|--------------|----------------------|--------------|----------------------------|--------------|
|                        |                                                                      |      |      | Sommers Construction Co., Inc. |              | Al Dix Concrete Inc. |              | Martell Construction, Inc. |              |
| ITEM                   | DESCRIPTION                                                          | UNIT | QTY  | UNIT PRICE                     | AMOUNT BID   | UNIT PRICE           | AMOUNT BID   | UNIT PRICE                 | AMOUNT BID   |
| <b>STORM SEWER</b>     |                                                                      |      |      |                                |              |                      |              |                            |              |
| ST-01                  | Provide 6" PVC Storm Sewer (Natural Backfill)                        | LF   | 72   | \$ 34.20                       | \$ 2,462.40  | \$ 55.00             | \$ 3,960.00  | \$ 35.00                   | \$ 2,520.00  |
| ST-02                  | Provide 8" PVC Storm Sewer (Natural Backfill)                        | LF   | 155  | \$ 43.60                       | \$ 6,758.00  | \$ 60.00             | \$ 9,300.00  | \$ 39.00                   | \$ 6,045.00  |
| ST-03                  | Provide 12" PVC Storm Sewer (Natural Backfill)                       | LF   | 20   | \$ 55.00                       | \$ 1,100.00  | \$ 65.00             | \$ 1,300.00  | \$ 45.00                   | \$ 900.00    |
| ST-04                  | Provide Field Inlet or 12" Nyloplast Inlet (HS10 Loading)            | EA   | 5    | \$ 1,200.00                    | \$ 6,000.00  | \$ 1,300.00          | \$ 6,500.00  | \$ 1,100.00                | \$ 5,500.00  |
| ST-05                  | Provide Field Inlet or 8" Nyloplast Inlet (HS10 Loading)             | EA   | 1    | \$ 750.00                      | \$ 750.00    | \$ 600.00            | \$ 600.00    | \$ 1,050.00                | \$ 1,050.00  |
| ST-06                  | Core Drill and Connection to Existing Storm Structure                | EA   | 5    | \$ 650.00                      | \$ 3,250.00  | \$ 300.00            | \$ 1,500.00  | \$ 750.00                  | \$ 3,750.00  |
| <b>STREET DRAINAGE</b> |                                                                      |      |      |                                |              |                      |              |                            |              |
| SD-01                  | Grubbing                                                             | LS   | 1    | \$ 18,900.00                   | \$ 18,900.00 | \$ 45,000.00         | \$ 45,000.00 | \$ 3,600.00                | \$ 3,600.00  |
| SD-02                  | Select Borrow                                                        | CY   | 390  | \$ 24.35                       | \$ 9,496.50  | \$ 15.00             | \$ 5,850.00  | \$ 25.00                   | \$ 9,750.00  |
| SD-03                  | Topsoil and Unclassified Excavation for the Retaining Wall           | CY   | 298  | \$ 22.00                       | \$ 6,556.00  | \$ 15.00             | \$ 4,470.00  | \$ 14.00                   | \$ 4,172.00  |
| SD-04                  | Provide 1 1/4" Crushed Aggregate Base Course                         | TON  | 2820 | \$ 14.75                       | \$ 41,595.00 | \$ 18.00             | \$ 50,760.00 | \$ 15.50                   | \$ 43,710.00 |
| SD-05                  | Provide Asphaltic Concrete Pavement Type E0.3, (PG 58-28) – 3" Depth | SY   | 200  | \$ 31.10                       | \$ 6,220.00  | \$ 40.00             | \$ 8,000.00  | \$ 41.85                   | \$ 8,370.00  |
| SD-06                  | Provide Asphaltic Concrete Pavement Type E0.3, (PG 58-28) – 4" Depth | SY   | 395  | \$ 38.00                       | \$ 15,010.00 | \$ 40.00             | \$ 15,800.00 | \$ 50.71                   | \$ 20,030.45 |
| SD-07                  | Provide 24" Concrete Curb and Gutter                                 | LF   | 155  | \$ 22.00                       | \$ 3,410.00  | \$ 26.00             | \$ 4,030.00  | \$ 30.00                   | \$ 4,650.00  |
| SD-08                  | Provide 8" Depth Concrete Driveway Aprons                            | SY   | 650  | \$ 44.15                       | \$ 28,697.50 | \$ 42.30             | \$ 27,495.00 | \$ 53.15                   | \$ 34,547.50 |
| SD-09                  | Provide 8" Depth Concrete Sidewalk                                   | SY   | 360  | \$ 44.15                       | \$ 15,894.00 | \$ 42.30             | \$ 15,228.00 | \$ 55.05                   | \$ 19,818.00 |
| SD-10                  | Provide 6" Depth Concrete Driveway Aprons                            | SY   | 900  | \$ 35.85                       | \$ 32,265.00 | \$ 37.80             | \$ 34,020.00 | \$ 51.80                   | \$ 46,620.00 |

Attachment: 15-06 Bid Tab (3549 : Consider Award of Project 15-06 Lawrence Drive Sidewalk\*)

**PROJECT 15-06 Lawrence Drive Sidewalk**

**3.6.a**

**BID TAB**



|                             |                                                                    |    |       | BIDDER NO. 1                   |                     | BIDDER NO. 2         |                     | BIDDER NO. 3               |                     |
|-----------------------------|--------------------------------------------------------------------|----|-------|--------------------------------|---------------------|----------------------|---------------------|----------------------------|---------------------|
|                             |                                                                    |    |       | Sommers Construction Co., Inc. |                     | Al Dix Concrete Inc. |                     | Martell Construction, Inc. |                     |
| SD-11                       | Provide 6" Depth Concrete Sidewalk and Ramps                       | SY | 690   | \$ 35.85                       | \$ 24,736.50        | \$ 37.80             | \$ 26,082.00        | \$ 44.80                   | \$ 30,912.00        |
| SD-12                       | Provide 4" Depth Concrete Sidewalk                                 | SY | 7480  | \$ 39.35                       | \$ 294,338.00       | \$ 33.30             | \$ 249,084.00       | \$ 48.68                   | \$ 364,126.40       |
| SD-13                       | Provide Detectable Warning Field                                   | EA | 41    | \$ 250.00                      | \$ 10,250.00        | \$ 250.00            | \$ 10,250.00        | \$ 224.00                  | \$ 9,184.00         |
| SD-14                       | Landscaping – Topsoil, Seed, Fertilizer and Mulch- No. 40 Seed Mix | SY | 22500 | \$ 3.00                        | \$ 67,500.00        | \$ 3.25              | \$ 73,125.00        | \$ 1.50                    | \$ 33,750.00        |
| SD-15                       | Provide Ditch Grading                                              | LF | 905   | \$ 10.50                       | \$ 9,502.50         | \$ 11.50             | \$ 10,407.50        | \$ 8.50                    | \$ 7,692.50         |
| <b>SPECIAL CONSTRUCTION</b> |                                                                    |    |       |                                |                     |                      |                     |                            |                     |
| SC-01                       | Provide Silt Fence                                                 | LF | 1000  | \$ 3.00                        | \$ 3,000.00         | \$ 3.25              | \$ 3,250.00         | \$ 2.00                    | \$ 2,000.00         |
| SC-02                       | Provide Sediment Logs Erosion Control                              | LF | 970   | \$ 9.00                        | \$ 8,730.00         | \$ 9.50              | \$ 9,215.00         | \$ 9.00                    | \$ 8,730.00         |
| SC-03                       | Provide Inlet Protection Erosion Control                           | EA | 10    | \$ 120.00                      | \$ 1,200.00         | \$ 150.00            | \$ 1,500.00         | \$ 120.00                  | \$ 1,200.00         |
| SC-04                       | Provide Erosion Control Revegetation Mat, Class I, type A          | SY | 130   | \$ 2.50                        | \$ 325.00           | \$ 5.00              | \$ 650.00           | \$ 1.75                    | \$ 227.50           |
| SC-05                       | Adjust Inlet                                                       | EA | 14    | \$ 250.00                      | \$ 3,500.00         | \$ 450.00            | \$ 6,300.00         | \$ 450.00                  | \$ 6,300.00         |
| SC-06                       | Adjust Manhole                                                     | EA | 20    | \$ 250.00                      | \$ 5,000.00         | \$ 450.00            | \$ 9,000.00         | \$ 500.00                  | \$ 10,000.00        |
| SC-07                       | Provide Split Block Retaining Wall                                 | SF | 715   | \$ 51.00                       | \$ 36,465.00        | \$ 54.00             | \$ 38,610.00        | \$ 39.00                   | \$ 27,885.00        |
| SC-08                       | Provide Pavement Marking Epoxy (12-Inch "White")                   | LF | 1280  | \$ 7.25                        | \$ 9,280.00         | \$ 10.70             | \$ 13,696.00        | \$ 13.40                   | \$ 17,152.00        |
| SC-09                       | Saw Cut Existing Concrete Curb Head                                | LF | 150   | \$ 30.00                       | \$ 4,500.00         | \$ 50.00             | \$ 7,500.00         | \$ 39.66                   | \$ 5,949.00         |
| SC-10                       | Saw Cut Existing Concrete Apron 1-Inch Depth                       | LF | 180   | \$ 1.50                        | \$ 270.00           | \$ 3.00              | \$ 540.00           | \$ 3.00                    | \$ 540.00           |
| <b>TOTAL AMOUNT BID</b>     |                                                                    |    |       |                                | <b>\$676,961.40</b> |                      | <b>\$693,022.50</b> |                            | <b>\$740,681.35</b> |

Attachment: 15-06 Bid Tab (3549 : Consider Award of Project 15-06 Lawrence Drive Sidewalk\*)

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**


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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Karen Heyrman

**SUBJECT:** Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair.\*

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The Engineering Department received bids for Project 15-07 Asphalt, Curb, and Sewer Repair on May 28<sup>th</sup>. This work includes: spot storm sewer repair; inlet repair and replacement; manhole replacement, adjustment and repair; new curb & gutter; spot curb and gutter repair and replacement; mud-jacking curb, milling and pulverizing asphaltic concrete pavement; asphaltic concrete paving; asphaltic concrete pavement patching; storm manhole construction on existing sewer; sidewalk and driveway removal and replacement; unclassified excavation; borrow; and terrace landscape restoration. The bids received were as follows:

| <b>Bidder</b>           | <b>Amount</b>  |
|-------------------------|----------------|
| MCC, Inc.               | \$1,017,238.49 |
| Northeast Asphalt, Inc. | \$1,175,618.64 |

The budgeted amount from the capital improvement budget is \$1,098,000. Funding will be \$503,000 from the street management account, \$37,000 from the police capital projects fund, \$493,000 from the parks capital improvements fund, \$35,000 from the storm water management account, \$10,000 from the sewer management account, \$20,000 for street surface on South Melcorn Circle.

The staff recommendation is to award the bid to MCC, Inc. in the amount of \$1,017,238.49.

**ATTACHMENTS:**

- 15-07 Bid Tab(PDF)

# PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR

3.7.a

## BID TAB



|                                         |                                                           |      |       | BIDDER NO. 1 |              | BIDDER NO. 2            |              |
|-----------------------------------------|-----------------------------------------------------------|------|-------|--------------|--------------|-------------------------|--------------|
|                                         |                                                           |      |       | MCC, Inc.    |              | Northeast Asphalt, Inc. |              |
| ITEM                                    | DESCRIPTION                                               | UNIT | QTY   | UNIT PRICE   | AMOUNT BID   | UNIT PRICE              | AMOUNT BID   |
| <b>SANITARY SEWER</b>                   |                                                           |      |       |              |              |                         |              |
| SS-01                                   | Reconnect to Manhole and Existing Pipe                    | EACH | 3     | \$ 404.10    | \$ 1,212.30  | \$ 520.00               | \$ 1,560.00  |
| SS-02                                   | Remove and Replace 4' Diameter Sanitary Manhole           | VF   | 7     | \$ 505.12    | \$ 3,535.84  | \$ 550.00               | \$ 3,850.00  |
| <b>STORM SEWER</b>                      |                                                           |      |       |              |              |                         |              |
| ST-01                                   | Remove and Replace 12" PVC or RCP (Class III) Storm Sewer | LF   | 710   | \$ 50.51     | \$ 35,862.10 | \$ 60.00                | \$ 42,600.00 |
| ST-02                                   | Install 8" PVC Storm - Roof Drains                        | LF   | 540   | \$ 46.47     | \$ 25,093.80 | \$ 57.20                | \$ 30,888.00 |
| ST-03                                   | Remove and Replace Type B Inlet                           | EACH | 1     | \$ 2,121.51  | \$ 2,121.51  | \$ 2,290.00             | \$ 2,290.00  |
| ST-04                                   | Provide Type B Inlet                                      | EACH | 3     | \$ 1,919.46  | \$ 5,758.38  | \$ 1,950.00             | \$ 5,850.00  |
| ST-05                                   | Provide Nyloplast Yard Drain                              | EACH | 1     | \$ 1,565.87  | \$ 1,565.87  | \$ 1,560.00             | \$ 1,560.00  |
| ST-06                                   | Install 4' Diameter Storm Manhole                         | VF   | 65    | \$ 454.61    | \$ 29,549.65 | \$ 465.00               | \$ 30,225.00 |
| ST-07                                   | Install 6' Diameter Storm Manhole                         | VF   | 6     | \$ 681.91    | \$ 4,091.46  | \$ 760.00               | \$ 4,560.00  |
| ST-08                                   | Remove Inlet and Lead                                     | LS   | 1     | \$ 656.66    | \$ 656.66    | \$ 700.00               | \$ 700.00    |
| ST-09                                   | Storm Sewer Dig Down                                      | EACH | 1     | \$ 530.38    | \$ 530.38    | \$ 585.00               | \$ 585.00    |
| ST-10                                   | Remove 4' Diameter Storm Manhole                          | EACH | 1     | \$ 808.19    | \$ 808.19    | \$ 370.00               | \$ 370.00    |
| ST-11                                   | Core Drill Existing Main With NPC Kor-N-Tee               | EACH | 9     | \$ 202.05    | \$ 1,818.45  | \$ 655.00               | \$ 5,895.00  |
| ST-12                                   | Reconnect to Manhole and Existing Pipe                    | EACH | 9     | \$ 303.07    | \$ 2,727.63  | \$ 685.00               | \$ 6,165.00  |
| ST-13                                   | Install 12-Inch Concrete Endwall                          | EACH | 4     | \$ 479.86    | \$ 1,919.44  | \$ 561.60               | \$ 2,246.40  |
| <b>STREET AND DRAINAGE CONSTRUCTION</b> |                                                           |      |       |              |              |                         |              |
| SD-01                                   | Remove Curb & Gutter                                      | LF   | 320   | \$ 6.06      | \$ 1,939.20  | \$ 6.25                 | \$ 2,000.00  |
| SD-02                                   | Provide 24" Curb & Gutter                                 | LF   | 210   | \$ 25.26     | \$ 5,304.60  | \$ 26.00                | \$ 5,460.00  |
| SD-03                                   | Remove and Replace Curb & Gutter                          | LF   | 2,600 | \$ 34.25     | \$ 89,050.00 | \$ 35.25                | \$ 91,650.00 |

Attachment: 15-07 Bid Tab (3543 : Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair\*)

# PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR

3.7.a

## BID TAB



|       |                                                                                              |      |        | BIDDER NO. 1 |               | BIDDER NO. 2            |               |
|-------|----------------------------------------------------------------------------------------------|------|--------|--------------|---------------|-------------------------|---------------|
|       |                                                                                              |      |        | MCC, Inc.    |               | Northeast Asphalt, Inc. |               |
| SD-04 | Remove and Replace 8-Inch Reinforced Concrete Pavement                                       | SY   | 125    | \$ 89.81     | \$ 11,226.25  | \$ 92.45                | \$ 11,556.25  |
| SD-05 | 8-Inch Doweled Concrete Pavement                                                             | SY   | 1,020  | \$ 73.65     | \$ 75,123.00  | \$ 75.80                | \$ 77,316.00  |
| SD-06 | Remove 8-Inch Doweled Concrete Pavement                                                      | SY   | 675    | \$ 8.08      | \$ 5,454.00   | \$ 8.30                 | \$ 5,602.50   |
| SD-07 | Remove and Replace Concrete Sidewalk or Driveway 6-Inch                                      | SY   | 400    | \$ 55.82     | \$ 22,328.00  | \$ 57.45                | \$ 22,980.00  |
| SD-08 | Remove and Replace Concrete Sidewalk 4-Inch                                                  | SY   | 270    | \$ 52.03     | \$ 14,048.10  | \$ 53.55                | \$ 14,458.50  |
| SD-09 | Provide 4" Concrete Surface Drain to include Excavation, Wire Mesh, 6-inch Base Construction | SY   | 16     | \$ 99.00     | \$ 1,584.00   | \$ 101.90               | \$ 1,630.40   |
| SD-10 | Pulverize Asphaltic Concrete Pavement                                                        | SY   | 9,400  | \$ 1.53      | \$ 14,382.00  | \$ 1.10                 | \$ 10,340.00  |
| SD-11 | Mill Asphaltic Concrete Pavement                                                             | SY   | 27,200 | \$ 2.07      | \$ 56,304.00  | \$ 2.10                 | \$ 57,120.00  |
| SD-12 | Asphaltic Concrete Pavement Type E-1 (PG58-28) Overlay or Upper Layer                        | TON  | 5,500  | \$ 51.81     | \$ 284,955.00 | \$ 63.50                | \$ 349,250.00 |
| SD-13 | Asphaltic Concrete Pavement Type E0.3 or E-1 (PG58-28) Lower Layer                           | TON  | 1,700  | \$ 56.36     | \$ 95,812.00  | \$ 65.40                | \$ 111,180.00 |
| SD-14 | Provide Large Asphalt Patch Type E-1, (PG58-28)                                              | SY   | 2,200  | \$ 19.62     | \$ 43,164.00  | \$ 43.40                | \$ 95,480.00  |
| SD-15 | Provide Small Asphalt Patch Type E-1, (PG58-28)                                              | SY   | 550    | \$ 41.46     | \$ 22,803.00  | \$ 51.50                | \$ 28,325.00  |
| SD-16 | Remove asphalt and re-pave 4" Hand Work - MSC                                                | SY   | 610    | \$ 24.75     | \$ 15,097.50  | \$ 44.50                | \$ 27,145.00  |
| SD-17 | Provide 3/4-inch Crushed Aggregate Base Course                                               | TON  | 2,500  | \$ 16.56     | \$ 41,400.00  | \$ 13.40                | \$ 33,500.00  |
| SD-18 | Provide Detectable Warning Fields Yellow                                                     | EACH | 14     | \$ 226.29    | \$ 3,168.06   | \$ 232.90               | \$ 3,260.60   |
| SD-19 | Provide Curb & Gutter Mud-Jacking                                                            | LF   | 75     | \$ 16.16     | \$ 1,212.00   | \$ 10.15                | \$ 761.25     |
| SD-20 | Unclassified Excavation                                                                      | CY   | 1,900  | \$ 20.46     | \$ 38,874.00  | \$ 12.45                | \$ 23,655.00  |
| SD-21 | Borrow                                                                                       | CY   | 246    | \$ 16.84     | \$ 4,142.64   | \$ 5.00                 | \$ 1,230.00   |

Attachment: 15-07 Bid Tab (3543 : Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair\*)

# PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR

3.7.a

## BID TAB



|       |                                         |    |   | BIDDER NO. 1 |             | BIDDER NO. 2            |             |
|-------|-----------------------------------------|----|---|--------------|-------------|-------------------------|-------------|
|       |                                         |    |   | MCC, Inc.    |             | Northeast Asphalt, Inc. |             |
| SD-22 | Curb Repair and Combination Inlet Frame | LS | 1 | \$ 1,717.41  | \$ 1,717.41 | \$ 1,750.00             | \$ 1,750.00 |

### SPECIAL CONSTRUCTION

|       |                                                                                         |      |       |                 |              |                 |              |
|-------|-----------------------------------------------------------------------------------------|------|-------|-----------------|--------------|-----------------|--------------|
| SP-01 | Silt Fence Erosion Control                                                              | LF   | 125   | \$ 4.23         | \$ 528.75    | \$ 3.50         | \$ 437.50    |
| SP-02 | Inlet Protection, Type B                                                                | EACH | 8     | \$ 76.13        | \$ 609.04    | \$ 50.00        | \$ 400.00    |
| SP-03 | Geogrid Reinforcement                                                                   | SY   | 1,200 | \$ 2.00         | \$ 2,400.00  | \$ 1.25         | \$ 1,500.00  |
| SP-04 | Geotextile Fabric, Type                                                                 | SY   | 1,200 | \$ 2.00         | \$ 2,400.00  | \$ 0.85         | \$ 1,020.00  |
| SP-05 | Provide Light Riprap to include Excavation, Geotextile Fabric, 6-inch Base Construction | SY   | 22    | \$ 29.39        | \$ 646.58    | \$ 10.40        | \$ 228.80    |
| SP-06 | Adjust Inlet                                                                            | EACH | 33    | \$ 454.61       | \$ 15,002.13 | \$ 450.00       | \$ 14,850.00 |
| SP-07 | Adjust Manhole                                                                          | EACH | 37    | \$ 434.40       | \$ 16,072.80 | \$ 395.00       | \$ 14,615.00 |
| SP-08 | Reconstruct Inlet                                                                       | VF   | 1     | \$ 505.12       | \$ 656.66    | \$ 566.80       | \$ 736.84    |
| SP-09 | Landscaping-Topsoil, Seed and Mulch                                                     | SY   | 750   | \$ 10.10        | \$ 7,575.00  | \$ 26.00        | \$ 19,500.00 |
| SP-10 | Pavement Marking Parking Stall (Paint) (4-Inch "White")                                 | LF   | 4,000 | \$ 0.51         | \$ 2,040.00  | \$ 0.52         | \$ 2,080.00  |
| SP-11 | Pavement Marking Symbol (Paint) (Handicap Symbol "White")                               | EACH | 13    | \$ 30.31        | \$ 394.03    | \$ 31.20        | \$ 405.60    |
| SP-12 | Remove & Replace Existing Fence                                                         | LS   | 1     | \$ 2,573.08     | \$ 2,573.08  | \$ 4,850.00     | \$ 4,850.00  |
|       |                                                                                         |      |       |                 |              |                 |              |
|       |                                                                                         |      |       |                 |              |                 |              |
| TOTAL |                                                                                         |      |       | \$ 1,017,238.49 |              | \$ 1,175,618.64 |              |

Attachment: 15-07 Bid Tab (3543 : Consider Award for Project 15-07 Asphalt, Curb, and Sewer Repair\*)

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**


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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Consider Approval for the State Municipal Agreement with WisDOT for STP-U Grant Projects.\*

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Attached is the revised State Municipal Agreement (SMA) with WisDOT for Surface Transportation Program - Urban (STP-U) projects on Allard, Helena, and Cook Street. Last month, the Board and Council approved the agreement for design services with Cedar Corp and WisDOT for these projects. As stated in that memo *“WisDOT will be revising the SMA to reflect changes in the streets for the project. This will be brought back to the Board of Public Works.”* The purpose for this memo is to provide the revised SMA's.

**Background**

In August of 2014, the City entered into an SMA for grant funding of up to 80% of the project costs for resurfacing the following streets.

- Allard Street - Grant to Reid
- Erie Street - O'Keefe to Virginia
- Libal - Ridgeway to LeBrun
- Helena - Seventh to Sixth
- Ninth - Grant to Main

The City obtained grants for the streets under the STP-U grant program. Some additional grant funding came available that allowed partial funding of the remainder of Helena Street from Suburban to Seventh. This section of Helena includes the addition of storm sewer. In order to minimize City cost, it is important to have street funded to the Federal allowed 80%. Based on this, the streets included in the grant were modified with Libal and Ninth being eliminated and Helena, from Suburban to Seventh being funded to 80%.

**Summary**

The summary for the streets is as follows:

| Project ID/Description    | Total Estimated Cost | Federal/State Funds | Municipal (City) Funds |
|---------------------------|----------------------|---------------------|------------------------|
| ID 4985-00-51/52 - Allard | \$390,557            | \$312,446           | \$78,111               |

|                                                         |           |           |           |
|---------------------------------------------------------|-----------|-----------|-----------|
| Street - Grant to Reid                                  |           |           |           |
| ID 4985-00-53/54 - Erie<br>Street - O'Keefe to Virginia | \$515,716 | \$412,573 | \$103,143 |
| ID 4985-00-57/58 - Helena<br>Street - Seventh to Sixth  | \$497,528 | \$398,018 | \$99,510  |

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

**ATTACHMENTS:**

- 4985 00 51\_52 C DEPERE, ALLARD ST, GRANT ST-REID ST REV 1 UNSIGN 06032015 (PDF)
- 4985 00 53\_54 C DEPERE, ERIE ST, O'KEEFE ST -VIRGINIA DR REV 1 UNSIGN 06032015 (PDF)
- 4985 00 57\_58 C DEPERE, HELENA ST, SUBURBAN TO 6TH ST REV 1 UNSIGN 06032015 (PDF)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p style="text-align: center;"><b>1ST REVISION</b><br/> <b>STATE/MUNICIPAL AGREEMENT</b><br/> <b>FOR A STATE- LET URBANIZED</b><br/> <b>AREA STP-URBAN PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i></p> <p><b>Program Name: STP-Urban</b></p> <p><b>Population Group:</b><br/> <b>STP-URBAN OVER 200,000</b></p> <p><b>Sub-program #: 206</b></p> | <p>Revised Date: JUNE 3, 2015</p> <p>Date: JUNE 5, 2014</p> <p>I.D.: 4985-00-51/52</p> <p>Road Name: C DEPERE, ALLARD ST</p> <p>Limits: GRANT ST TO REID ST</p> <p>County: BROWN</p> <p>Roadway Length: 0.18 miles</p> <p>Functional Classification: MAJOR COLLECTOR</p> <p>Project Sponsor: CITY OF DE PERE</p> <p>Urbanized Area: GREEN BAY UZA</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

#### NEEDS AND ESTIMATE SUMMARY:

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

**Existing Facility - Describe and give reason for request:** The existing facility consists of 2-14 lanes of an urban cross section. The existing pavement is asphalt. It has longitudinal, transverse cracking, and some spot alligator cracking. It was last improved in 1998. There is existing curb and gutter, sidewalk, and bicycle accommodations. There is existing lighting.

**Proposed Improvement - Nature of work:** The proposed project is resurfacing of the urban cross section. The new pavement will be hot mix asphalt with curb and gutter. Permanent and temporary pavement marking and signing will be installed. Lateral storm sewer lines will be installed.

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

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

Project design and construction costs are funded with 80% federal funding up to a maximum of \$312,446 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$312,446 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

| PHASE                               | SUMMARY OF COSTS |                  |            |                 |            |
|-------------------------------------|------------------|------------------|------------|-----------------|------------|
|                                     | Total Est. Cost  | Federal Funds    | %          | Municipal Funds | %          |
| <b>ID 4985-00-51</b>                |                  |                  |            |                 |            |
| Design                              | \$40,000         | \$32,000         | 80% *      | \$8,000         | 20% + BAL  |
| State Review                        | \$53,590         | \$42,871         | 80% *      | \$10,719        | 20% + BAL  |
| <b>ID 4985-00-52</b>                |                  |                  |            |                 |            |
| Participating Construction          | \$235,792        | \$188,634        | 80% *      | \$47,158        | 20% + BAL  |
| Non-Participating Construction      | \$0              |                  |            | \$0             | 100%       |
| State Review                        | \$61,175         | \$48,941         | 80% *      | \$12,234        | 20% + BAL  |
| <b>Total Est. Cost Distribution</b> | <b>\$390,557</b> | <b>\$312,446</b> | <b>N/A</b> | <b>\$78,111</b> | <b>N/A</b> |

\*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$312,446 for all federally-funded project phases, this percentage may change over the life of the project.

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

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

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

Signed for and in behalf of the State:

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

#### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

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

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

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

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

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

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
  - a. ID 4985-00-51: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
  - b. ID 4985-55-51: Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
  - c. ID 4985-55-51: Utility items are funded 100% by the Municipality.

**d. ID 4985-00-52: Construction:**

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- e. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$312,446**. This federal funding cap applies to all federally funded project phases.

[End of Document]

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|  <p style="text-align: center;"><b>1ST REVISION</b><br/> <b>STATE/MUNICIPAL AGREEMENT</b><br/> <b>FOR A STATE- LET URBANIZED</b><br/> <b>AREA STP-URBAN PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i></p> <p><b>Program Name: STP-Urban</b></p> <p><b>Population Group:</b><br/> <b>STP-URBAN OVER 200,000</b><br/> <b>Sub-program #: 206</b></p> | <p>Revised Date: JUNE 3, 2015</p> <p>Date: JUNE 6, 2014</p> <p>I.D.: 4985-00-53/54</p> <p>Road Name: C DEPERE, ERIE ST</p> <p>Limits: OKEEFE ST TO VIRGINIA DR</p> <p>County: BROWN</p> <p>Roadway Length: 0.63 miles</p> <p>Functional Classification: MAJOR COLLECTOR</p> <p>Project Sponsor: CITY OF DE PERE</p> <p>Urbanized Area: GREEN BAY UZA</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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

**NEEDS AND ESTIMATE SUMMARY:**

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

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

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

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

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

Project design and construction costs are funded with 80% federal funding up to a maximum of \$412,573 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$412,573 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy**

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

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

| PHASE                               | SUMMARY OF COSTS |                  |            |                  |            |
|-------------------------------------|------------------|------------------|------------|------------------|------------|
|                                     | Total Est. Cost  | Federal Funds    | %          | Municipal Funds  | %          |
| <b>ID 4985-00-53</b>                |                  |                  |            |                  |            |
| Design                              | \$55,000         | \$44,000         | 80% *      | \$11,000         | 20% + BAL  |
| State Review                        | \$53,590         | \$42,872         | 80% *      | \$10,718         | 20% + BAL  |
| <b>ID4985-00-54</b>                 |                  |                  |            |                  |            |
| Participating Construction          | \$341,009        | \$272,807        | 80% *      | \$68,202         | 20% + BAL  |
| Non-Participating Construction      | \$0              |                  |            | \$0              | 100%       |
| State Review                        | \$66,117         | \$52,894         | 80% *      | \$13,223         | 20% + BAL  |
| <b>Total Est. Cost Distribution</b> | <b>\$515,716</b> | <b>\$412,573</b> | <b>N/A</b> | <b>\$103,143</b> | <b>N/A</b> |

\*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$412,573 for all federally-funded project phases, this percentage may change over the life of the project.

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

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

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

Signed for and in behalf of the State:

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

#### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

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

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

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

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
  - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all

private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### LEGAL RELATIONSHIPS:

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

#### PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
  - a. ID 4985-00-53: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
  - b. ID 4985-00-53: Utility items are funded 100% by the Municipality.
  - c. ID 4985-00-54: Construction:
    - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).

- d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$412,573**. This federal funding cap applies to all federally funded project phases.

[End of Document]

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|  <p style="text-align: center;"><b>1<sup>st</sup> REVISION</b><br/> <b>STATE/MUNICIPAL AGREEMENT</b><br/> <b>FOR A STATE- LET URBANIZED</b><br/> <b>AREA STP-URBAN PROJECT</b></p> <p><i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i></p> <p><b>Program Name: STP-Urban</b></p> <p><b>Population Group:</b><br/> <b>STP-URBAN OVER 200,000</b><br/> <b>Sub-program #: 206</b></p> | <p>Revised Date: June 3, 2015</p> <p>Date: JUNE 6, 2014</p> <p>I.D.: 4985-00-57/58</p> <p>Road Name: C DEPERE, HELENA ST</p> <p>Limits: SUBURBAN DRIVE TO SIXTH ST</p> <p>County: BROWN</p> <p>Roadway Length: 0.11 miles</p> <p>Functional Classification: MAJOR COLLECTOR</p> <p>Project Sponsor: CITY OF DE PERE</p> <p>Urbanized Area: GREEN BAY UZA</p> |
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

#### NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

Project design and construction costs are funded with 80% federal funding up to a maximum of \$398,018 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$398,018 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

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

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

| PHASE                               | SUMMARY OF COSTS |                  |            |                 |            |
|-------------------------------------|------------------|------------------|------------|-----------------|------------|
|                                     | Total Est. Cost  | Federal Funds    | %          | Municipal Funds | %          |
| <b>ID 4985-00-57</b>                |                  |                  |            |                 |            |
| Design                              | \$65,800         | \$52,640         | 80% *      | \$13,160        | 20% + BAL  |
| State Review                        | \$45,469         | \$36,374         | 80% *      | \$9,095         | 20% + BAL  |
| <b>ID 4985-00-58</b>                |                  |                  |            |                 |            |
| Participating Construction          | \$297,930        | \$238,344        | 80% *      | \$59,586        | 20% + BAL  |
| Non-Participating Construction      | \$0              |                  |            | \$0             | 100%       |
| State Review                        | \$88,329         | \$70,660         | 80% *      | \$17,669        | 20% + BAL  |
|                                     |                  |                  |            |                 |            |
| <b>Total Est. Cost Distribution</b> | <b>\$497,528</b> | <b>\$398,018</b> | <b>N/A</b> | <b>\$99,510</b> | <b>N/A</b> |

\*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$398,018 for all federally-funded project phases, this percentage may change over the life of the project.

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

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

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

Signed for and in behalf of the State:

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

#### GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.

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

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

j. Management Consultant and State Review Services.

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

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

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

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
  - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
  - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality

or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
  - a. ID 4985-00-57: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
  - b. ID 4985-00-57: Utility items are funded 100% by the Municipality.

**c. ID 4985-00-58: Construction:**

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- d. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$398,018**. This federal funding cap applies to all federally funded project phases.

[End of Document]

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**


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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Consider Quote for Oak Street Right of Way Width.\*

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The Wisconsin Department of Transportation (WisDOT) will be reconstructing 8th Street from Oak to the north City Limits in 2017. As part of the WisDOT right of way review, they identified a discrepancy in the right of way of Oak Street between Seventh and Ninth Street. The Plat of De Pere Company's Addition shows the right of way of Oak Street as 80 feet. There are several certified survey maps in the area that also show the Oak Street right of way as 80 feet. The Brown County parcel mapping shows the right of way at 75 feet with varying dimensions. The sidewalk on Oak Street has been constructed as if the right of way were 75 feet.

The Engineering Department received proposals for a registered land surveyor to complete the following:

- Determine the right of way width of Oak Street between Seventh Street and Ninth Street by reviewing the existing data and any necessary field work. Provide a layout of the existing right of way to the City and meet to discuss the existing right of way map.
- If the right of way is found to be 80 feet it will be reduced to 75 feet using the most economical means. The City will approve the final layout prior reducing the width. The surveyor will provide legal descriptions and map documents ready for signature and recording by the City of De Pere. This work will only be required if the right of way is found to be more than 75 feet.

The total cost of this work is estimated as follows:

| <b>Sanitary Sewer Easement Descriptions</b> | <b>Estimate</b> |
|---------------------------------------------|-----------------|
| Robert E. Lee & Associates                  | \$3,950.00      |
| Mau & Associates                            | \$8,275.00      |
| Mach IV Engineering & Surveying             | \$8,910.00      |

\$15,000 is budgeted in 2015 capital improvement program for the design of 8<sup>th</sup> Street by the Wisconsin Department of Transportation. The survey work will be from the budgeted funds for Eighth Street. The staff recommendation is to accept the quote from Mau & Associates for Easement Descriptions estimated at \$3,950.00.

**ATTACHMENTS:**

- RELEE-OAK\_STREET-ROW-PROPOSAL (PDF)
- CE\_CN\_RFP-Oak-Street-Righ-of-Way-RFP\_052715 (PDF)
- Consultant Agreement Template 3-17-15 (PDF)
- Plat of De Pere Company's Addition of West De Pere (PDF)



# Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155  
PH 920-662-9641 FAX 920-662-9141

June 3, 2015

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

RE: Proposal for Surveying Services  
Oak Street Right of Way

Dear Mr. Rakers:

Thank you for allowing Robert E. Lee & Associates, Inc. (REL) the opportunity to provide you with this proposal for survey work as described herein.

Within you will find our project scope and cost for the Oak Street Right Of Way project. If you have any questions, comments, or if we can assist you in any other way, please do not hesitate to contact us.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

James R. Westerman, PLS, CST  
Manager of Land Surveying

Dennis E. Reim, PLS, V.P.  
Director of Technical Services

Attachment: RELEE-OAK\_STREET-ROW-PROPOSAL (3551 : Consider Quote for Oak Street Right of Way Width\*)



# Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155  
PH 920-662-9641 FAX 920-662-9141

## PROJECT SCOPE

All work performed by REL will in accordance with the City of De Pere's Request for Proposal (RFP) titled "Oak Street Right-of-Way Width". REL is proposing an alternate method, described herein, to the "Legal Descriptions to reduce the right of way width". Said RFP is attached as part of this proposal.

### RIGHT OF WAY DETERMINATION SURVEY

REL proposes to complete a Plat of Survey of the right of way of Oak Street lying between Seventh Street and Ninth Street. As part of this survey we will research the public records for existing survey maps and other real estate transactions relating to the right of way of Oak Street. We complete a field reconnaissance survey of existing monuments, analyze their relationship to record documentation, and compute the right of way location of Oak Street.

We will monument the block corners at all street intersections. If an existing monument fits the computed right of way position we will clearly identify it on the survey map. No corners will be set at the intersection of the right of way and property lines. The final map will be signed & sealed by a licensed land surveyor and filed in the office of the Brown County Surveyor.

### RIGHT OF WAY REDUCTION

REL proposes an alternate method to reduce the right of way of Oak Street if it is found to be 80 feet in width. We believe it would be more cost effective to the City to vacate the unwanted right of way. This would eliminate the need to prepare a separate description for each property. Upon vacation, any adjacent property to the right of way would automatically gain title to its proportioned share. For this street vacation REL will prepare and exhibit map and a legal description for the entire portion to be vacated. The City would be responsible for all other procedures necessary for the vacation to be valid. If the right of way of Oak Street is reduced monuments would be placed at the block corners of the new right of way location and the Plat of Survey described above would also depict the new location.

## PROJECT COST

Below is our lump sum fee schedule for the tasks described above. A rate sheet is also attached for any additional work performed that is not described within this proposal.

|                                   |            |
|-----------------------------------|------------|
| Right of way Determination Survey | \$3,200.00 |
| Right of Way Reduction            | \$750.00   |

**Robert E. Lee and Associates, Inc.**  
**2015 Survey Labor/Equipment Rates**

**Staff Type**

**Billing Schedule**

|                  |        |
|------------------|--------|
| SURVEY DIRECTOR  | 134.00 |
| SURVEY ASSISTANT | 42.00  |
| SURVEY MANAGER   | 104.00 |
| SURVEYOR I       | 58.00  |
| SURVEYOR II      | 68.00  |
| SURVEYOR III     | 78.00  |

**Equipment Type**

**Rate Schedule**

|                       |                                              |
|-----------------------|----------------------------------------------|
| Iron Pipe (1" x 24")  | \$3.00/Each                                  |
| Iron Pipe (2" x 30")  | \$4.00/Each                                  |
| ATV                   | \$13.50/Hour                                 |
| GPS                   | \$37.00/Hour                                 |
| Hubs                  | \$0.35/Each                                  |
| Laser Level           | \$12.50/Hour                                 |
| Lath                  | \$0.51/Each                                  |
| Mileage               | \$0.575/Employee Auto<br>\$0.71/Company Auto |
| Total Station         | \$8.50/Hour                                  |
| Robotic Total Station | \$36.00/Hour                                 |

Attachment: RELEE-OAK\_STREET-ROW-PROPOSAL (3551 : Consider Quote for Oak Street Right of Way Width\*)

## Request for Proposals For Oak Street Right-of-Way width

The City of De Pere would like to invite your firm to submit a proposal for verification of the right of way width on Oak Street between Seventh Street and Ninth Street.

### **GENERAL INFORMATION:**

The Wisconsin Department of Transportation will be reconstructing 8<sup>th</sup> Street from Oak to the north City Limits in 2017. As part of their right of way review, they identified a discrepancy in the right of Oak Street between Seventh and Ninth Street. The Plat of De Pere Company's Addition shows the right of way of Oak Street as 80 feet. There are several certified survey maps in the area that also show the Oak Street right of way as 80 feet. The Brown County parcel mapping shows the right at 75 feet with varying dimensions. The sidewalk on Oak Street has been constructed as if the right of way were 75 feet.

### **SCOPE OF WORK TO BE PERFORMED:**

The scope of work includes:

1. Determine the right of way width of Oak Street between Seventh Street and Ninth Street by reviewing the existing data and any necessary field work  
Provide a layout of the existing right of way to the City and meet to discuss the existing right of way map.
2. If the right of way is found to be 80 feet it will be reduced to 75 feet using the most economical means. The City will approve the final layout prior reducing the width. Providing all legal descriptions and map documents ready for signature and recording by the City of De Pere. If multiple parcels are included in the legal descriptions provide an exhibit that can be presented to the owner of each parcel. This work will only be required if the right of way is found to be more than 75 feet.

### **SCHEDULING:**

The proposal will be received by June 3, 2015, at 3:00 p.m.

The City will award the project on June 16, 2015.

Meet with the City by September 30, 2015, at 3:00 p.m.

### **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.

**PROPOSAL REQUIREMENTS AND FEE:**

Provide a summary of your project approach to complete this work. The summary should identify the major steps to complete this work, including any required field work anticipated. The summary should be no longer than one page and can be included as part of a cover letter or as a stand alone page.

The proposed fee schedule shall be submitted.

A company fee schedule shall be attached for additional services offered.

**DELIVERY:**

The selected firm will present the City with 2 hard copies of all correspondence as well as one in MS Word and one in Adobe Acrobat format. All maps will be in AutoCAD Civil 3D 2014.

**ADDITIONAL INFORMATION:**

A sample consultant agreement is attached.

A copy of the De Pere plat has been attached.

Two CSM's from the area are attached.

**INVOICING:**

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

**ITEMS TO BE PROVIDED BY THE CITY:**

The following items will be provided by the City:

- 1) Notification letter to Residents.
- 2) Meetings with residents. The consultant is not required to attend.
- 3) Recording documents for a change in right of way.

## Proposed Fee Schedule

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

| Item                                                                               | Unit           | Quantity | Unit Price | Fee      |
|------------------------------------------------------------------------------------|----------------|----------|------------|----------|
| <b>Oak Street Right-of Way Width</b>                                               |                |          |            |          |
| Determine right-of-way width of Oak Street between Seventh Street and Ninth Street |                |          |            | \$ _____ |
| Legal Descriptions to reduce the right of way width.                               | EACH<br>PARCEL | 36       | \$ _____   | \$ _____ |

Attachment: CE\_CN\_RFP-Oak-Street-Righ-of-Way-RFP\_052715 (3551 : Consider Quote for Oak Street Right of Way Width\*)

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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014,  
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. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

## 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. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. 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 31<sup>st</sup> 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.

Charges for reimbursable costs determined in writing between the parties.

## 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 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 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 other dispute resolution costs) caused solely 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

## 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 L. Defnet, Clerk-Treasurer

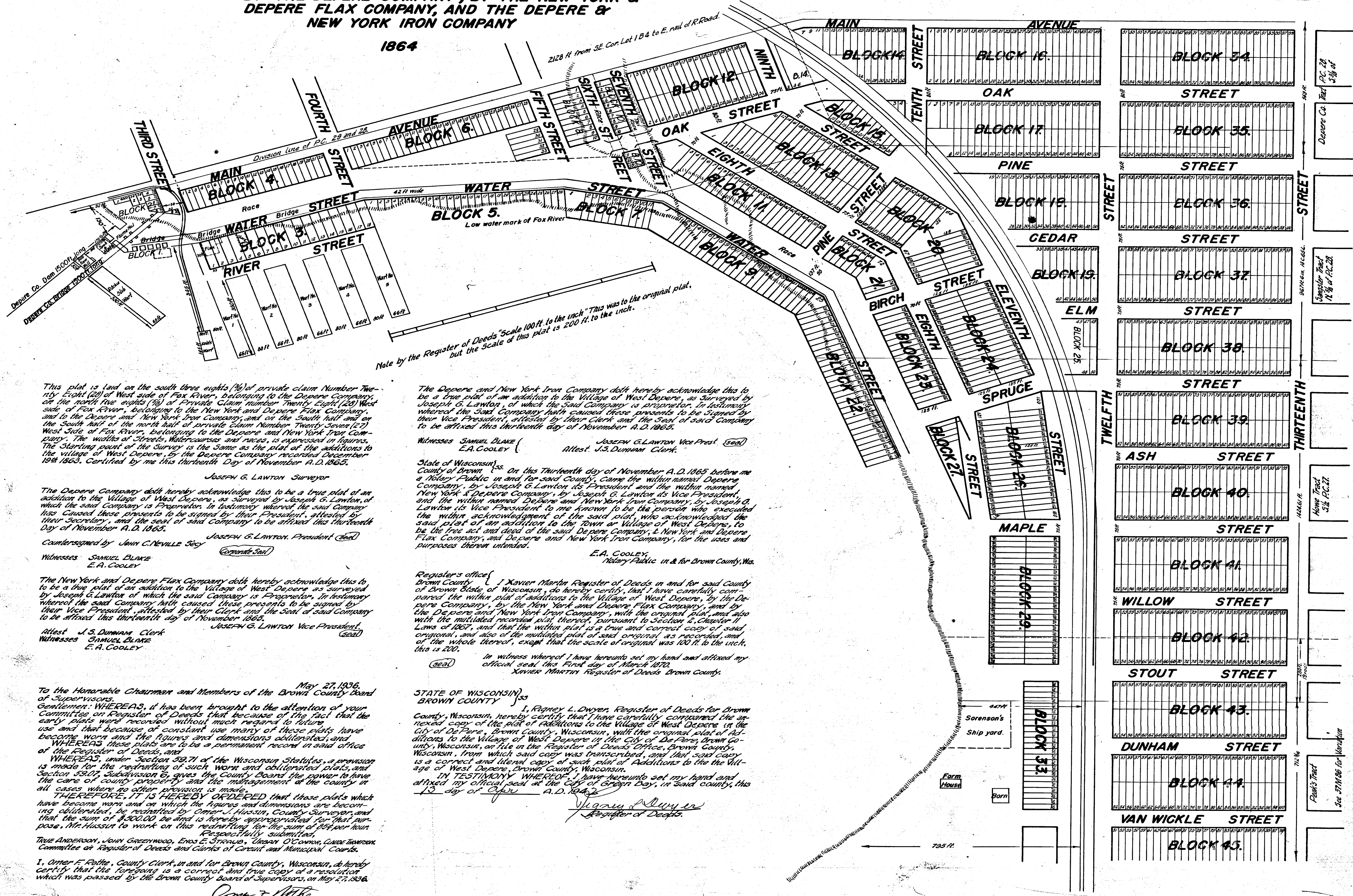
H:\jdupont\Agreements\2015\Consultant Agreement Template 3-17-15.docx

Attachment: Consultant Agreement Template 3-17-15 (3551 : Consider Quote for Oak Street Right of Way Width\*)

# PLAT OF ADDITIONS TO THE VILLAGE OF WEST DEPERE

BY THE DEPERE COMPANY, BY THE NEW YORK &  
DEPERE FLAX COMPANY, AND THE DEPERE &  
NEW YORK IRON COMPANY

1864



This plat is laid on the south three eighths (3/8) of private claim Number Twenty Eight (28) of West side of Fox River, belonging to the Depere Company, on the north five eighths (5/8) of Private Claim Number Twenty Eight (28) West side of Fox River, belonging to the New York and Depere Flax Company, and to the Depere and New York Iron Company, and on the south half and on the South half of the north half of Private Claim Number Twenty Seven (27) West side of Fox River, belonging to the Depere and New York Iron Company. The widths of Streets, Watercourses and races is expressed in feet. The Starting point of the Survey is the same as the plat of the addition to the village of West Depere, by the Depere Company recorded December 19th 1863. Certified by me this thirteenth Day of November A.D. 1865.

JOSEPH G. LAWTON Surveyor

The Depere Company doth hereby acknowledge this to be a true plat of an addition to the Village of West Depere, as surveyed by Joseph G. Lawton, of which the said Company is Proprietor. In testimony whereof the said Company has caused these presents to be signed by their President, attested by their Secretary, and the seal of said Company to be affixed this thirteenth Day of November A.D. 1865.

Counter-signed by JOHN C. NEVILLE Secy  
Witnesses SAMUEL BLAKE  
E.A. COOLEY

The New York and Depere Flax Company doth hereby acknowledge this to be a true plat of an addition to the Village of West Depere, as surveyed by Joseph G. Lawton, of which the said Company is Proprietor. In testimony whereof the said Company hath caused these presents to be signed by their Vice President, attested by their Clerk and the Seal of said Company to be affixed this thirteenth day of November 1865.

Attest J.S. DUNHAM Clerk  
Witnesses SAMUEL BLAKE  
E.A. COOLEY

May 27, 1936.  
To the Honorable Chairman and Members of the Brown County Board of Supervisors.  
Gentlemen: WHEREAS, it has been brought to the attention of your Committee on Register of Deeds that because of the fact that the early plats were recorded without much regard to future use and that because of constant use many of these plats have become worn and the figures and dimensions obliterated, and WHEREAS these plats are to be a permanent record in said office of the Register of Deeds, and

WHEREAS, under Section 59.71 of the Wisconsin Statutes, a provision is made for the redrafting of such worn and obliterated plats, and Section 59.07, Subdivision 6, gives the County Board the power to have the care of county property and the management of the county in all cases where no other provision is made.  
THEREFORE, IT IS HEREBY ORDERED that those plats which have become worn and on which the figures and dimensions are becoming obliterated, be redrafted by Omer F. Rathe, County Surveyor, and that the sum of \$300.00 be and is hereby appropriated for that purpose, Mr. Rathe to work on this redrafting for the sum of \$100 per hour. Respectfully submitted,

TRUE ANDERSON, JOHN GREENWOOD, ENOS E. STRAUSS, URSAN O'CONNOR, CLAUDE TANNER, Committee on Register of Deeds and Clerks of Circuit and Municipal Courts.

I, Omer F. Rathe, County Clerk, in and for Brown County, Wisconsin, do hereby certify that the foregoing is a correct and true copy of a resolution which was passed by the Brown County Board of Supervisors, on May 27, 1936.

Omer F. Rathe  
County Clerk, Brown County, Wisconsin.

The Depere and New York Iron Company doth hereby acknowledge this to be a true plat of an addition to the Village of West Depere, as surveyed by Joseph G. Lawton, of which the said Company is proprietor. In testimony whereof the said Company hath caused these presents to be signed by their Vice President, attested by their Clerk and the Seal of said Company to be affixed this thirteenth day of November A.D. 1865.

Witnesses SAMUEL BLAKE  
E.A. COOLEY  
Attest J.S. DUNHAM Clerk.

State of Wisconsin } ss. On this Thirteenth day of November A.D. 1865 before me a Notary Public in and for said County, came the within named Depere Company, by Joseph G. Lawton its President and the within named New York & Depere Company, by Joseph G. Lawton its Vice President, and the within named Depere and New York Iron Company, by Joseph G. Lawton its Vice President to me known to be the person who executed the within acknowledgment of the said plat, who acknowledged the said plat of an addition to the Town or Village of West Depere, to be the true act and deed of the said Depere Company, a New York and Depere Flax Company, and Depere and New York Iron Company, for the uses and purposes therein intended.

E.A. COOLEY,  
Notary Public in & for Brown County, Wis.

Register's office { I, Xavier Martin Register of Deeds in and for said County of Brown State of Wisconsin, do hereby certify that I have carefully compared the within plat of additions to the Village of West Depere, by the Depere Company, by the New York and Depere Flax Company, and by the Depere and New York Iron Company, with the original plat of additions to the Village of West Depere in the City of Depere, Brown County, Wisconsin, on file in the Register of Deeds Office, Brown County, Wisconsin, from which said copy was transcribed, and then said copy is a correct and literal copy of said plat of additions to the Village of West Depere, Brown County, Wisconsin.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Green Bay, in said county, this 13 day of April A.D. 1870.

Xavier Martin Register of Deeds Brown County.

STATE OF WISCONSIN } ss. I, Rigney L. Dwyer, Register of Deeds for Brown County, Wisconsin, hereby certify that I have carefully compared the annexed copy of the plat of Additions to the Village of West Depere in the City of Depere, Brown County, Wisconsin, with the original plat of additions to the Village of West Depere in the City of Depere, Brown County, Wisconsin, on file in the Register of Deeds Office, Brown County, Wisconsin, from which said copy was transcribed, and then said copy is a correct and literal copy of said plat of additions to the Village of West Depere, Brown County, Wisconsin.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Green Bay, in said county, this 13 day of April A.D. 1870.

Rigney L. Dwyer  
Register of Deeds.

## City of De Pere, Wisconsin

**Request For Board of Public Works Action**


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**MEETING DATE:** June 8, 2015

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Discuss MSC Drop Off Services

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At the last BOPW meeting discussion was held regarding what could be done to encourage the residents to look at other options for re-use or recycling their items instead of just having them go to the landfill. The BOPW asked staff to further investigate this matter.

**Christian Outreach**

Christian Outreach is located at 506 Butler Street and has an enclosed trailer outside their facility that people can put items in outside of their operating hours. When Christian Outreach is open, people can bring in items. They will be told if the items are not acceptable. Christian Outreach receives an abundance of donations that they pass on to organizations such as Freedom House, Green Bay Missions, victims of fires, victims of storms, animal shelters, and other needy organizations. Christian Outreach informed City staff that possibly in October they could park a trailer here and people could put saleable donations in the trailer instead of out drop-off site or having to go to Christian Outreach's store. Christian Outreach also suggested that the City put up a sign directing the residents to bring usable donations to their store. Christian Outreach did also inform staff that they are receiving negative comments from some residents. It was overheard in a "coffee clutch" not to bring donations to Christian Outreach because they were just putting them in the landfill and not using them. Christian Outreach is upset with these remarks because their volunteers work very hard going thru the donations and making sure the items are saleable or can be used by some other organization they give to. Christian Outreach also heard that after store hours, people are going through the trailer at the store and picking out items they want.

**RESTORE (Habitat for Humanity)**

Restore is located at 2965 Ramada Way. Restore will take any usable home items such as kitchen cabinets, light fixtures, sinks, vanity tops, countertops, appliances (\$10 charge for Freon items), wood furniture (no upholstery items), home building materials, hardware, decking less than 10 years old, landscaping bricks, pavers, power yard equipment, tools, and other home items. They do not take any electronics, televisions, paint, clothing, florescent light bulbs/fixtures, loose fiberglass insulation, hazardous materials, items containing asbestos or lead, used carpet, vinyl or tile, used siding, or open rolls of wallpaper. Restore has flyers and brochures available at their store and at [www.restoregb.org](http://www.restoregb.org) <<http://www.restoregb.org>> with all

the acceptable and unacceptable donations. Restore informed staff that all donated material must be in 100% working order, free of mold, water damage and to the best of your knowledge free of lead paint. Bill Seleen, Director at the ReStore, is open to having the City posting a sign advising residents of the ReStore for recycling of 100% usable items and giving them the address. If the City does this, Mr. Seleen wants the residents to know that when they bring items to the store, Restore staff will go through all items to determine whether or not they will accept the items. If there are items Restore will not accept then the resident then would need to bring those items back to the MSC or Christian Outreach for disposal.

### **CYBER GREEN**

As approved at the last BOPW meeting, staff is working out details with Cyber Green for residents to be able to dispose of their electronic items at the MSC. This should be implemented in the very near future. As discussed previously, Cyber Green will provide containers for collection and will pick up electronics weekly as needed. Cyber Green will advertise the electronics they accept and any fees associated with the drop off. Payment will be placed in a box for certain electronics. Payments will be based on an honor system. There will be no costs to the City for this service.

The final item for update is to let the BOPW know during the period of 4/1/15 through 5/22/15 the City has received \$3,342 of revenue for all metal materials dropped off at the MSC. When our back bin is full of metals we contact a salvage company that will bring a semi to haul away the metal and then will send us a check. Prior to the City implementing the ordinance to not allow salvaging, the metals were always collected by people who salvaged through the City's drop off bins therefore the City did not see this revenue.

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