



Board of Public Works

Regular Meeting

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

Agenda

Monday, May 11, 2020

7:30 PM

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 **May 11, 2020** at **7:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

THIS MEETING WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call
2. Approval of the Board of Public Works March 9, 2020 Meeting Minutes

II. Items

1. Election of Vice Chairperson for the Board of Public Works
2. Consideration and possible action on award of Contract 20-08 Manhole Repair and Rehabilitation*
3. Consideration and possible action on award of Contract 20-13 Crackfilling and Seal Coating*
4. Consideration and possible action on award of Contract 20-16 City Hall Generator*
5. Consideration and possible action on award of Contract 20-19 Mudjacking*
6. Consideration and possible action on award of Contract 20-19A Sidewalk Grinding*
7. Consideration and possible action on Reservoir Inspection Contract*
8. Consideration and possible action on 2020 Sidewalk Repair Orders or Special Assessment
9. Consider Resolution Supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue*
10. Consideration and Possible Action on Approval of the State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program-Merrill Street*

11. Consideration and possible action for Driveway Requests along S. Ninth Street for the proposed West De Pere School District Intermediate School – 1177A S. Ninth Street
12. Consideration and possible action on City Engineer Parking & Traffic Recommendations
13. Discuss City Engineer Recommendations for No-Action Parking & Traffic Discussion Items

III. Future Agenda Items

IV. Adjournment

*Items with an asterisk require City Council approval.

Agenda Sent To:

Mayor

Alderspersons

Department Heads

De Pere Chamber of Commerce

TV, Newspapers, & Radio

Kress Family Library

Dan Peplinski-Point of Beginning, Inc.

Water Tower Clean & Coat, Inc

Great Lakes TV Seal, Inc.

Asphalt Seal & Repair, Inc.

Northern Electric, Inc.

Badger Concrete Lifting, LLC

All-Star Cutting & Coring, LLC

Rex Mehlberg-Village of

Ashwaubenon

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



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the Board of Public Works March 9, 2020 Meeting Minutes

ATTACHMENTS:

- 2020 0309 BOPW Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, March 9, 2020

7:30 PM

I. Call to Order

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

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

Scott Thoresen, Director of Public Works
Eric Rakers, City Engineer
Don Melichar, Park Superintendent/Forester
Thomas Blohowiak, Fleet and Maintenance Supervisor
Betty Sellenheim, Recording Secretary

2. Approval of Board of Public Works February 10, 2020 Meeting Minutes

Aldersperson Carpenter moved to approve the February 10, 2020 meeting minutes, seconded by Mayor Walsh.

Aldersperson Hansen requested correction of the votes on items 4 and 7.

Upon vote, the motion passed unanimously.

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

II. Public Comment

None

III. Items

1. Consideration and possible action on Preliminary Resolution for Special Assessments for Storm Sewer Main and/or Laterals

Eric Rakers, City Engineer, explained this item is to discuss and act upon preliminary resolution for storm sewer main and/or lateral construction in association with street reconstruction and resurfacing in 2020. Mr. Rakers explained the limits of the construction projects that included special assessments for storm sewer main and/or lateral. Mr. Rakers outlined City Code that governs the storm sewer main and/or lateral construction. Mr. Rakers stated the costs associated with the construction of main and/or lateral.

Residential Lateral \$1,571.14

Residential Main \$397.30

Non-residential Main \$7.42 per foot

Non-residential Lateral determined by size

Mr. Rakers outlined the payback options to be determined by Board of Public Works. Mr. Rakers outlined circumstances that would require a property to connect to the storm sewer system. Mr. Rakers stated the staff recommendation to adopt the preliminary resolution, schedule a public hearing for the next Board of Public Works meeting on April 13, 2020, and establish a five year payback option.

Mayor Walsh moved to open the meeting for public comment at 7:35 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Ms. Osen from 1520 Quinnette Lane asked for clarification on the lateral sizes. Mr. Rakers explained that different lateral sizes was for non-residential properties and all residential properties will get a 6" lateral. Mr. Thyges from 852 Voelker Street spoke about the condition of the 800 block of Voelker Street and the drainage in his neighborhood in the past and present, questioned the number of sump pumps connected to the storm system in the City, cost of the program over time, his backyard connection from 1973, and a grandfather clause for storm sewer system connections, and requested alderpersons to stop by his house to see his property. Mr. Rakers and Mayor Walsh responded to Mr. Thyges's concerns and questions. Ms. Roosa from 840 Voelker Street spoke in favor of the storm sewer program. Resident from 1508 Merrill Street asked if staff is requiring certain locations to connect immediately to the storm system. Mr. Rakers stated staff has not issued notices yet for 2020 projects. Mr. Orde for 939 Outward Avenue asked if a property could have multiple laterals. Mr. Rakers stated the price of a second lateral and notified the resident to let staff know if that was of interest. Mr. Landwehr from 1520 Merrill Street asked the necessity of a plumbing permit. Scott Thoresen, Director of Public Works, explained the city contractor is not a licensed plumber and the connection on the property needs to be done by a licensed plumber permitted through Building Inspection. Mr. Danen from 1610/1612 LeBrun Street questioned his connection on LeBrun Street. Mr. Rakers explained a legal connection to city system and asked Mr. Danen to call him. Mr. Destache from 1526 Quinnette Lane questioned the length of the lateral and size of main in Quinnette. Mr. Rakers explained the lateral extends 6-12" beyond the sidewalk and stated the main is 12" and will be upsized.

Mayor Walsh moved to return to regular order at 8:09 PM, seconded by Alderperson Boyd. Upon vote, the motion passed unanimously.

Alderperson Hansen explained his background with Quinnette Lane drainage concerns, concerns with private systems, his support of staff's recommendation, and his visit to Voelker Street. Alderperson Raasch questioned the monthly cost at the 5 year payback option and provided his support of the city program for lateral construction. Mr. Rakers stated he didn't have the exact number but agreed it would be around \$30 per month. Alderperson Carpenter asked if upsizing the main on Quinnette would cause any foreseeable issues downstream and provided his support of the city program for lateral construction. Mr. Rakers stated it should not be an issue as the pipes downstream are considerably larger. Mayor Walsh explained situations change between neighbors causing further concerns in the future with private systems when they fail. Alderperson Boyd stated as residents of the City of De Pere, alderpersons either have or will have assessments in the future for storm sewer main and/or lateral but explained it is part of homeownership. Alderperson Boyd thanked residents for coming out to the meeting and explained potential benefits of attendance.

Alderperson Raasch moved to open the meeting for public comment at 8:17 PM, seconded by Alderperson Carpenter. Upon vote, the motion passed unanimously.

Ms. Osen from 1520 Quinnette Lane questioned the responsibility of other property owners to maintain stormwater facilities on their property, explained her situation, and asked if the city can offer or provide additional inlets as part of the contract. Mr. Rakers addressed her question regarding private systems and that the City does not provide or offer yard drains to each resident because it is personal property.

Alderson Raasch moved to return to regular order at 8:26 PM, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

Mayor Walsh moved to adopt the preliminary resolution, schedule a public hearing for the next Board of Public Works meeting on April 13, 2020, and establish a five year payback option, seconded by Alderson Raasch.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dean Raasch, Alderson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

2. Consider Ald. Hansen's Request for Establishing a Plan to Curtail Phragmites

Alderson Hansen outlined the concerns regarding phragmites from a city retention pond spreading onto private property of a condo association. Alderson Hansen was contacted by a resident of the condo association for assistance from the city in removing the phragmites from the private property.

Mayor Walsh questioned if Eric Rakers, City Engineer, had discussed the issue of entering private property with the City Attorney. Mr. Rakers stated he had not spoken with the City Attorney and explained the city does not currently have a mechanism for removing phragmites. Staff is attempting to create a plan for phragmites removal where the functionality of the pond or swale is inhibited. Mr. Rakers offered that phragmites can be addressed by cutting to keep it held back. Mr. Rakers asked where the line gets drawn on the curtail of invasive species that might spread to private property. Mayor Walsh asked if phragmites will always return. Mr. Rakers stated it will come back. Don Melichar, Park Superintendent/Forester, stated it is extremely hard to get rid of because the seeds and roots spread. Mr. Melichar provided an example of phragmites resilience from past experiences in De Pere. Mr. Melichar agreed with Alderson Hansen approach as a county-wide or state-wide solution. Alderson Carpenter requested staff investigate the approach of other communities in this situation and availability of DNR grants for this type of work and mowing the plants surrounding the ponds. Mr. Rakers outlined a few reasons that staff recommends leaving a buffer of taller vegetation around ponds.

Board members requested staff investigate other community's actions regarding phragmites and grant money availability and keep members apprised.
No further action.

3. Consideration and possible action for Driveway Request along Lawrence Drive for the proposed Krist Convenience Store-1218 Grant Street

Mayor Walsh moved to approve the driveway request along Lawrence Drive for the proposed Krist Convenience Store at 1218 Grant Street, seconded by Alderson Raasch.

Upon vote, the motion passed unanimously.

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

4. Consider Feasibility Study for Joint Compost Facility With The Village of Allouez*

Scott Thoresen, Director of Public Works, outlined the current and future concerns regarding the compost site on Rockland Road. Mr. Thoresen explained the Rockland Road site is currently open to residents of De Pere and Ledgeview. Staff has been discussing a regional compost facility by joining with Allouez and splitting operational costs three ways (Allouez, De Pere, and Ledgeview). Mr. Thoresen stated the first step is a feasibility study to determine if the Allouez site can expand to meet the needs of adding De Pere and Ledgeview. The cost of the feasibility Study would be split between De Pere and Ledgeview (approximately 75/25). Second step would be design and construction, the cost of which would split between De Pere and Ledgeview. An Intergovernmental Agreement would be needed between the three communities and the operational cost would be split based on population. Staff recommends approving the feasibility study, which would be funded by TID 10.

Alderperson Hansen asked if TID 10 covers the current location of the compost site. Mr. Thoresen stated that it does. Alderperson Hansen questioned if Allouez has sufficient land to handle additional compost. Mr. Thoresen stated they believe they have enough land but some may be wetland and would be determined by feasibility study. Mr. Thoresen stated the Rockland Road location is currently operating on approximately three acres. Alderperson Carpenter mentioned his concern regarding increased traffic on the northeast side of the compost site gets combined with Allouez and asked if staff reached out to Lawrence for the residents on the west side. Mr. Thoresen stated he did speak with Lawrence and at this time they do not have a specific site but would be interested. Mr. Thoresen stated that staff discussed adding a site by the dog park if the joint site with Allouez didn't work out. Mr. Thoresen stated Village of Allouez was also concerned about increased traffic and would plan to add safety measures (sidewalks, etc.) if the joint site was constructed. Alderperson Hansen asked about repaving LeBrun from McCastlen to East River. Mr. Thoresen stated it has not been discussed.

Alderperson Raasch moved to approve the feasibility study for a joint compost facility with the Village of Allouez, seconded by Alderperson Boyd.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

5. Consider Purchasing Fleet Maintenance Truck*

Scott Thoresen, Director of Public Works, explained a replacement truck was budgeted for the fleet maintenance department and bids came in higher than anticipated. Staff discussed and is recommending delaying the replacement of the welding exhaust fan until 2021 to make up the approximate \$5,000 shortfall to purchase the truck.

Alderperson Carpenter commented he had reached out to Tom Blohowiak, Maintenance Supervisor, regarding the differences in the Ford and Chevrolet (Chevrolet was more fuel efficient) and potential overall savings in the life of the vehicle. Mr. Blohowiak stated his

preferred vehicle was the Chevrolet and stated though it costs a little more now, it may be made up in fuel savings in the future by getting better mpg.

Alderson Raasch moved to approve the purchase of the Chevrolet Fleet Maintenance Truck, seconded by Alderson Hansen.

Mayor Walsh asked if it was the Chevrolet from Ewald or Broadway. Alderson Carpenter and Raasch stated Ewald as it was the cheaper of the two. Mr. Thoresen stated he would have Mr. Blohowiak reach out to Broadway to see if they would match Ewald's price. Mayor Walsh asked if that was fair. Mr. Thoresen stated that for equipment proposals staff could do this but not on contracts. Alderson Hansen asked if delaying the exhaust fan would have adverse effects for staff working conditions. Mr. Blohowiak stated the current conditions are adequate, the replacement fan would create greater air flow and be a bit bigger. Alderson Hansen stated he would support taking the truck shortfall from undesignated reserves and funding the truck and exhaust fan in 2020.

Alderson Hansen moved to fund the truck shortfall from undesignated reserves and fund the truck and exhaust fan in 2020, no second. Amendment failed.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

6. Consideration and possible action on the prohibition of coal-tar and PAH containing pavement sealants*

Eric Rakers, City Engineer, stated the City of De Pere was contacted by Clean Wisconsin to eliminate the use of coal-tar sealants which contain PAH. In June 2019, staff brought this item to the Sustainability Commission as a coal-tar sealant ban. Upon review after approval, the ban included sealants containing 0.1% PAH or greater which impacted asphalt based sealants. Staff reached out to Asphalt Seal & Repair and Clean Wisconsin to discuss the 0.1% limit. Staff recommends banning PAH containing sealants with 0.1% PAH or greater but does not feel strongly based on the discussions. Mr. Rakers explained the history of city concerns with PAH contaminated soils in ponds. Mr. Rakers stated there is traction on a state-wide ban of 0.1% PAH or greater sealants. Scott Thoresen, Director of Public Works, offered that the ordinance could be drafted to go into effect January 1, 2021, allowing contractors to use up inventory.

Alderson Boyd questioned the lifespan difference between the 0.1% and 0.2% PAH sealants. Mr. Rakers stated he did not have evidence to support a lifespan difference and the warranties are all the same.

Mayor Walsh moved to open the meeting for public comment at 8:59 PM, seconded by Alderson Carpenter. Upon vote, the motion passed unanimously.

Mr. Stepaniak, Asphalt Seal & Repair, explained the differences between sealants and history of the PAH ban. Mr. Stepaniak stated his concerns of having a ban and potential loss of product and revenue. Mr. Stepaniak also stated his concerns for his customers. Alderson Raasch asked about a cost difference between a 0.1% and 0.2% PAH sealant. Mr. Stepaniak stated there are cost differences between grades and content. Alderson Raasch asked what product Asphalt Seal & Repair is currently using. Mr. Stepaniak stated they were primarily using coal-tar but offer petroleum and asphalt based sealants.

Mayor Walsh moved to return to regular order at 9:08 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Raasch questioned the ordinance content to include state language. Mr. Thoresen stated it may include language that the state will use but his primary concern was enacting the ordinance in 2021. Mr. Rakers stated he has not seen the state's wording but to use the ordinance wording provided but add that it will be effective at a later date. Alderperson Carpenter questioned ordinance content regarding storage of product within City of De Pere to be used elsewhere by a contractor. Mr. Rakers stated the interpretation was correct. Staff does not want a De Pere entity to sell for use in De Pere but it could be contracted to be used elsewhere. Ordinance wording will be altered and drafted by the City Attorney.

Mayor Walsh moved to approve staff's recommendation of banning sealants with 0.1% PAH or greater, effective January 1, 2021, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

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

7. Consideration and Possible Action to Approve Lizer Lawn Care as Weed Control Contractor

Alderperson Raasch moved to approve Lizer Lawn Care as Weed Control Contractor, seconded by Alderperson Boyd.

Alderperson Hansen questioned the length of contract. Don Melichar, Parks Superintendent/Forester, stated it was copied from the previous contract.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

8. Consideration and possible action on the Draft 2019 Annual Report for the Wisconsin Department of Natural Resources MS4 General Permit*

Alderperson Hansen moved to approve the draft 2019 Annual Report for the Wisconsin DNR MS4 General Permit, seconded by Alderperson Carpenter.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

9. Consider Ald. Hansen's Request for Volunteer Sidewalk Shoveling Program

Scott Thoresen, Director of Public Works, explained the program as previously discussed at Board of Public Works. Staff found that other organizations such as church groups will shovel for members that request assistance. Mr. Thoresen checked with the City Attorney regarding a policy for the screening of volunteers and liability. There is no policy at this time. Alderperson Hansen expressed his interest in offering a trial program in 2021 and a policy in place for volunteers. Alderperson Raasch asked if a volunteer policy was of

interest to the City. Mr. Thoresen stated it has been discussed for a while and will need to be prioritized for programs like this to start.

Alderson Hansen moved to approve volunteer sidewalk shoveling program to begin 2021-2022 season, seconded by Alderson Boyd.

Upon vote, the motion failed with a 2-3 vote with Aldersons Boyd and Hansen voting yes.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Jonathon Hansen, Alderson
SECONDER:	James Boyd, Alderson
AYES:	James Boyd, Jonathon Hansen
NAYS:	Dan Carpenter, Dean Raasch, Michael J. Walsh

10. Discussion of Fox-Wolf Watershed Alliance letter of support for GRLI Trash Free Waters Grant Proposal

Eric Rakers, City Engineer, commented this is an update to the Board regarding a letter of support provided to the Fox-Wolf Watershed Alliance.

No action

11. Consideration and possible action on award of Contract 20-01B East Sewer and Water Relay and Street Resurfacing*

Alderson Raasch moved to approve award of Contract 20-01B East Sewer and Water Relay and Street Resurfacing to Jossart Brothers, Inc. in the amount of \$1,994,814.50, seconded by Alderson Carpenter.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Dan Carpenter, Alderson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

12. Consideration and possible action on award of Contract 20-02 Street Reconstruction and Utility Relay*

Mayor Walsh moved to approve award of Contract 20-02 Street Reconstruction and Utility Relay to Jossart Brothers, Inc. in the amount of \$1,654,924.00, seconded by Alderson Raasch.

Alderson Hansen questioned funding of portions of work. Eric Rakers, City Engineer, agreed that Huron and Superior will be funded by the developer.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dean Raasch, Alderson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

13. Consideration and possible action on award of Contract 20-04 Honeysuckle Acres Fourth Addition Subdivision Construction*

Alderson Raasch moved to approve award of Contract 20-04 Honeysuckle Acres Fourth Addition Subdivision Construction to Feaker & Sons Co., Inc. in the amount of \$870,664.20 contingent upon execution of a Public Infrastructure Improvement Agreement, seconded by Alderson Carpenter.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

14. Consideration and possible action on approval of the State Municipal Finance Agreement with WisDOT for the Main Avenue and Fourth Street Signal Retrofit*

Alderperson Raasch moved to approve State Municipal Finance Agreement with DOT for Main/Fourth signal retrofit, seconded by Mayor Walsh.

Upon vote, the motion passed unanimously.

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

15. Consideration and possible action on Applying for Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program*

Alderperson Carpenter moved to approve preparation and submittal of an application for the Urban Nonpoint Source and Storm Water Management Grant Program, seconded by Alderperson Raasch.

Alderperson Hansen questioned placement of Front/Franklin pond in relation to landfill. Eric Rakers, City Engineer, stated he did not believe it was on that property but would double check.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Raasch, Walsh

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 9:22 PM, seconded by Alderperson Hansen.

Upon vote, the motion passed unanimously.

***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, March 9, 2020 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

JAMES R & KATHRYN L

DE PERE CHAMBER OF
COMMERCE

TV, NEWSPAPERS & RADIO

KRESS FAMILY LIBRARY

GARY L & BONNIE L BEYER

WOCHINSKE
 RUSSELL & LISA GRAY
 ROELS BERNARD U &
 MARGARET B REVOCABLE
 TRUST
 LIV N CURTIS, ETAL
 JAMES M & CATHY A JORDAN
 NEUFELD ROBERT A & JEAN E
 REVOCABLE TRUST
 RONALD W WAISE

 DAVID E LEPP
 PATRICK THEIN
 PAUL S & BARBARA J
 STECKART
 TIMOTHY W & JULIE L SOWERS
 MAKAYLA R FALKOWSKI &
 ETHAN MERCER
 BRANDIN T & SARAH R
 COLLINS
 NATHAN K & ABBY M GREEN
 ANDERS T & KIMBERLY A
 LOFDAHL
 JOHN & ELISABETH CODY
 ZEHMS DOROTHY D
 REVOCABLE TRUST
 HEATHER L BAKER
 VL REAL ESTATE LLC
 HOWARD & LEONA KLUG
 BARBARA J GALLAGHER
 ROBERT P & STACY L BUTTER
 DAVID J QUIGLEY
 KAO ONG LOR, ETAL
 GERALD & LAURA N
 KACZMAREK
 RICHARD T & MICKY J WILDE
 DAVID J & JUDITH M
 LANDWEHR

 HELEN E OSEN
 BERNARD S PETERSON
 MATTHEW T & COURTNEY L
 STOEHR
 STEVEN B DESTACHE
 SHARI L LINSKENS

 BRIAN J & RACHEL L MILLER
 LARRY W GOEBEN
 ERIC J & JODIE BLUMREICH
 JULIE A WENDLENDT
 PAMELA J LEPEL
 DANIEL J & BARBARA J DANEN
 GERALD P & SUSAN M
 GILLESPIE
 ROBERT C & CATHERINE A

RANDALL J GERBERS

 SMITS JOHN M & GEORGIANA J
 REVOCABLE TRUST
 DANIEL W & JOY A KRUEGER
 TOWNSEND PROPERTIES, LLC
 BAETEN THOMAS D REVOCABLE
 TRUST OF 1997
 PATRICK J & KELLEY L FRITSCH
 MICHAEL T & JESSICA L
 KRANZUSH
 BRETT D CHRISTENSEN

 ARTHUR C & KARLA A ALBERS
 RICKY J CHRISTENS
 TRINKNER PATRICIA M
 REVOCABLE LIVING TRUST

 ROY T & LUANN M WOODLAND
 NICHOLAS G EVENSON

 ALEX R & ASHLEE ANN EVERSON
 PETER M & CAROL L VANDEVEN
 RENIER GERALD G & ADA L
 REVOCABLE TRUST
 JOAN M ORDE
 JEFFREY C & TINA M HENSLEE
 DEAN R & JULIE A WATZKA
 SAMUEL J & JANE M HILGEMANN
 SAINT NORBERT COLLEGE INC
 UNION HOTEL CORP
 SCOTT A & LAURA L VANRYZIN
 VHC INC

 DONALD THYES

 JOSEPH R LINNANE
 DONALD J & KATHLEEN M
 SLIWKA
 GERALD G LALUZERNE

 ROBERT A & MCKENZIE L CLEEK
 HENDRICKS D TRUST
 RANDALL F HENRIGILLIS
 CHRISTOPHER L & KAREN K
 VANLANEN
 PA LEE & BEE THAO MOUA
 ROGERS SURVIVORS TRUST
 EMILY A DERCKS, ETAL
 ELSA A REINHART
 JOHN R & LISA J ROOSA

 CHRISTOPHER W DENEYS
 THOMAS M & TRACEY S BERCEAU

MCGINN
JAMES M & MARY J SILHA

ANTHONY R & BETH A TROFKA

KELLY S BAETEN
MARK A & KATELYN J
GARRIGAN
RICHARD E KIEFERT
JOHN S VANLANEN, ETAL
SCOTT M LASEE
GARY J, JR & REGINA L
KITTELL
ERIC H BOULANGER
FEAKER & SONS CO., INC.
LIZER LAWN CARE
ASPHALT SEAL & REPAIR

JEFFRY J & JULIE A GEURTS
MARTIN JOINT REVOCABLE
TRUST
JONATHAN J & JENNIFER J
SANDERS

PAUL A & SANDRA A KUROWSKI
ROSS A & CAROLINE M MATLOCK
WILLIAM & DAWN M PICARD
JERRY D & LINDA L LACKEY

AMIE S FRUZEN
JOSSART BROTHERS, INC.
GEI CONSULTANTS
CLEAN WISCONSIN

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.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Election of Vice Chairperson for the Board of Public Works



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-08
Manhole Repair and Rehabilitation*

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-08 (PDF)
- 2020 0430 Project 20-08 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-08 Manhole Repair and Rehabilitation***

The Engineering Department received bids on Project 20-08 Manhole Repair and Rehabilitation on April 30, 2020. This project involves the repair and rehabilitation of manholes throughout the City by spray-on liner, pouring new manhole benches or chemically grouting the manholes. The bids received are as follows:

Contractor	Total Bid
Great Lakes TV Seal, Inc.	\$20,974.00
Northern Pipe, Inc.	\$26,935.00
National Power Rodding Corporation	\$53,255.00
KIM Construction Company, Inc.	\$86,226.00

The allocated amount from the capital improvement budget is \$30,000 from the sewerage revenue fund.

Staff's recommendation is to accept the bid from Great Lakes TV Seal, Inc. for \$20,974.00.

Attachments:

2020 0430 Project 20-08 Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-08 (9469 : Consider and action on award of Contract 20-08)



**PROJECT 20-08 MANHOLE REPAIR AND REHABILITATION
BID TAB**

2.2.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Great Lakes TV Seal, Inc		Northern Pipe, Inc		National Power RoddingCorp		KIM Construction Company, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING											
SP-01	Spray-On Liner	VF	67	\$ 122.00	\$ 8,174.00	\$ 155.00	\$ 10,385.00	\$ 265.00	\$ 17,755.00	\$ 303.00	\$ 20,301.00
SP-02	Pour In Place Bench	EA	15	\$ 655.00	\$ 9,825.00	\$ 850.00	\$ 12,750.00	\$ 1,620.00	\$ 24,300.00	\$ 3,195.00	\$ 47,925.00
SP-03	Retrofit Sanitary Sewer Inside Drop	EA	5	\$ 425.00	\$ 2,125.00	\$ 500.00	\$ 2,500.00	\$ 1,800.00	\$ 9,000.00	\$ 2,700.00	\$ 13,500.00
SP-04	Chemical Grout Manhole	EA	2	\$ 425.00	\$ 850.00	\$ 650.00	\$ 1,300.00	\$ 1,100.00	\$ 2,200.00	\$ 2,250.00	\$ 4,500.00
	TOTALS			\$ 20,974.00		\$ 26,935.00		\$ 53,255.00		\$ 86,226.00	

Attachment: 2020 0430 Project 20-08 Bid Tab (9469 : Consider and action on award of Contract 20-08)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-13
Crackfilling and Seal Coating*

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-13 (PDF)
- 2020 0430 Project 20-13 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-13 Crackfilling and Seal Coating***

The Engineering Department received bids for Project 20-13 Crackfilling and Seal Coating on April 30, 2020. This work is for maintenance of streets, parking lots, multi-use paths and basketball courts. The bids received are as follows:

Contractor	Total Bid
Asphalt Seal & Repair, Inc.	\$158,029.50
Fahrner Asphalt Sealers, Inc.	\$226,575.00
Poblocki Paving Corp	\$391,470.70

The allocated amount from the capital improvement budget is \$174,500. Funding will be \$120,000 from the general obligation debt and \$54,500 from the Parks Department capital improvements fund.

Staff's recommendation is to accept the bid from Asphalt Seal & Repair in the amount of \$158,029.50.

Attachments:

2020 0430 Project 20-13 Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-13 (9470 : Consider and action on award of Contract 20-13)



**PROJECT 20-13 CRACKFILLING AND SEAL COATING
BID TAB**

2.3.b

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Asphalt Seal & Repair, Inc		Fahrner Asphalt Sealers, Inc		Poblocki Paving Corp	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafco, or Approved Equal)	LB	96,600	\$ 1.38	\$ 133,308.00	\$ 1.90	\$ 183,540.00	\$ 3.74	\$ 361,284.00
SC-02	Seal Coating (Gem Seal or Approved Equal)	SF	254,250	\$ 0.09	\$ 22,882.50	\$ 0.16	\$ 40,680.00	\$ 0.10	\$ 25,933.50
SC-03	Pavement Marking Paint 4-Inch White Parking Stalls	LF	7,420	\$ 0.20	\$ 1,484.00	\$ 0.25	\$ 1,855.00	\$ 0.46	\$ 3,413.20
SC-04	Pavement Marking Paint Symbols White Accessible Stall Symbol	EA	11	\$ 20.00	\$ 220.00	\$ 25.00	\$ 275.00	\$ 60.00	\$ 660.00
SC-05	Pavement Marking Paint Symbols Arrows	EA	9	\$ 15.00	\$ 135.00	\$ 25.00	\$ 225.00	\$ 20.00	\$ 180.00
	TOTALS			\$ 158,029.50		\$ 226,575.00		\$ 391,470.70	

Attachment: 2020 0430 Project 20-13 Bid Tab (9470 : Consider and action on award of Contract 20-13)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Tom Blohowiak

SUBJECT: Consideration and possible action on award of Contract 20-16 City Hall Generator*

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-16 (PDF)
- 2020 0430 Project 20-16 Bid Tab (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Thomas Blohowiak, Maintenance Supervisor
Date: May 11, 2020

RE: **Consideration and possible action on award of Contract 20-16 City Hall Generator***

The Maintenance Department received bids for Project 20-16 City Hall Generator on April 30, 2020. This project involves the purchase and installation of a portable generator large enough to power up the entire City Hall complex, should it experience a power loss event. The bids received are as follows:

Contractor	Total Bid
Northern Electric, Inc.	\$127,485.00
Elmstar Electric Corporation	\$136,287.00
Eland Electric Corporation	\$149,800.00

Funding for this project was approved in the 2019 budget of \$250,000.00 and the funds rolled over to the 2020 budget. Staff wanted to ensure the generator was the best option over solar panels and battery back-up.

Staff's recommendation is to accept the bid from Northern Electric, Inc. in the amount of \$127,485.00 and forward to the Common Council for final approval.

Attachments:

2020 0430 Project 20-16 Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-16 (9471 : Consider and action on award of Contract 20-16)



**PROJECT 20-16 CITY HALL GENERATOR
BID TAB**

2.4.b

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Northern Electric, Inc.		Elmstar Electric Corp		Eland Electric Corp	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER LINING									
E-01	New Service Entrance Equipment with Manual Transfer Switch and Generator Docking Station	LS	1	\$ 38,570.00	\$ 38,570.00	\$ 46,225.00	\$ 46,225.00	\$ 31,250.00	\$ 31,250.00
E-02	Provide New Back-Up Generator 175 KW	LS	1	\$ 84,225.00	\$ 84,225.00	\$ 85,340.00	\$ 85,340.00	\$ 113,500.00	\$ 113,500.00
E-03	Install New 100 Amp Panel and Rewire Loads from ELS4 Panel	LS	1	\$ 4,690.00	\$ 4,690.00	\$ 4,722.00	\$ 4,722.00	\$ 5,050.00	\$ 5,050.00
	TOTALS			\$ 127,485.00		\$ 136,287.00		\$ 149,800.00	

Attachment: 2020 0430 Project 20-16 Bid Tab (9471 : Consider and action on award of Contract 20-16)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-19
Mudjacking*

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-19 (PDF)
- 2020 0504 CE_20-19 Bid Tab (PDF)
- Mayor & BPW-Raise Rite Bid-5-11-20 #20-19 (PDF)
- 2020 0507 CI_RaiseRite Envelope (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: May 11, 2020

RE: **Consideration and possible action on award of RFP 20-19 Mudjacking***

The Engineering Department received proposals for Project 20-19 Mudjacking on April 30, 2020. This work is for repairs to City sidewalk, curb and gutter. The proposals received are as follows:

Contractor	Total Bid
Badger Concrete Lifting, LLC	\$8,570.00
RaiseRite	\$16,500.00

There was an issue that occurred with bidding this project. A bid was received late from RaiseRite. The bid was sent via United States Postal Service (USPS) and was post marked Tuesday, April 28. The City received the bid, after the bid opening, on Friday, May 1. Because the bid was in a sealed envelope, post marked in advance of the bid opening, and was in USPS custody until delivery to the City it was determined that RaiseRite did not have access to the bid after the bid opening to modify their bid and the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The allocated budget amount for the project from the capital improvement fund is \$10,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from Badger Concrete Lifting, LLC in the amount of \$8,570.

Attachments:

2020 0504 Project 20-19 Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-19 (9472 : Consider and action on award of Contract 20-19)



**PROJECT 20-19 MUDJACKING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2	
				Badger Concrete Lifting, LLC		RaiseRite	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 4.50	\$ 450.00	\$ 25.00	\$ 2,500.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 2.90	\$ 8,120.00	\$ 5.00	\$ 14,000.00
Total Amount Bid				\$	8,570.00	\$	16,500.00

Attachment: 2020 0504 CE_20-19 Bid Tab (9472 : Consider and action on award of Contract 20-19)

CITY OF DE PERE

MEMO

To: James Boyd, Mayor
Board of Public Works Members
From: Judith Schmidt-Lehman, City Attorney
RE: Project 20-19; Mudjacking
Date: May 11, 2020

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, April 30, 2020. A bid from Badger Concrete Lifting, LLC was received prior to the bid opening time. The bid from RaiseRite was received on Friday, May 1, 2020 from the United States Postal Service (USPS). The post mark on the bid envelope from USPS was April 28, 2020. Based on the post mark, the bid was in the custody of the USPS prior to the bid opening until delivered to the City's Municipal Service Center. Attached is a copy of the envelope. The date and time the bid was received by the City is written on the envelope.

The bid package was accepted, pending legal review of the authority of the City to accept a late bid under the above circumstances.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that RaiseRite's bid has an unfair advantage over the other bid on the project. The USPS post mark shows that the bid document was in the sole custody of USPS from April 28, 2020 until the City took custody of the documents on May 1, 2020. As such, the bidder was not in a position to obtain information on the other bids before completing its bid. Further, accepting these bids will not result in giving either bidder an unfair advantage or foster fraud. It will, however, provide additional bids on the project which fosters competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bids and evaluate them with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:ep

Attachment: Mayor & BPW-Raise Rite Bid-5-11-20 #20-19 (9472 : Consider and action on award of Contract 20-19)

RECEIVED
 MAY 01 2020
 BY: 1:01 PM BT

GREEN BAY
 WI 543
 29 APR '20
 PM 2 L



Mailing: 1025 E. Albert Drive, Manitowoc, WI 54220
 Shipping: 4803 Leonard Lane, Manitowoc, WI 54220
 1-877-407-2473

Public Works - City of DePere
 925 S. Leth St.
 DePere, WI 54115

Bids Enclosed

5446-14000





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on award of Contract 20-19A Sidewalk Grinding*

ATTACHMENTS:

- 2020 0511 CI_BOPW_Award_20-19A(PDF)
- 2020 0504 CE_20-19A BID TAB (PDF)
- Mayor & BPW-Raise Rite Bid-5-11-20 #20-19A (PDF)
- 2020 0507 CI_RaiseRite Envelope (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: May 11, 2020

RE: **Consideration and possible action on award of RFP 20-19A Sidewalk Grinding***

The Engineering Department received proposals for Project 20-19A Sidewalk Grinding on April 30, 2020. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Total Bid
All-Star Cutting and Coring, LLC	\$22,952.00
RaiseRite	\$32,000.00

There was an issue that occurred with bidding this project. A bid was received late from RaiseRite. The bid was sent via United States Postal Service (USPS) and was post marked Tuesday, April 28. The City received the bid, after the bid opening, on Friday, May 1. Because the bid was in a sealed envelope, post marked in advance of the bid opening, and was in USPS custody until delivery to the City it was determined that RaiseRite did not have access to the bid after the bid opening to modify their bid and the bid was opened. A detailed discussion on this is included in a memo from the City Attorney.

The allocated budget amount for the project from the capital improvement fund is \$25,000. This is from the general obligation debt.

Staff's recommendation is to accept the proposal from All-Star Cutting and Coring, LLC in the amount of \$22,952.00.

Attachments:

2020 0504 Project 20-19A Bid Tab (PDF)

Attachment: 2020 0511 CI_BOPW_Award_20-19A (9473 : Consider and action on award of Contract 20-19A)



**PROJECT 20-19A SIDEWALK GRINDING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2	
				All-Star Cutting and Coring, LLC		RaiseRite	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EA	400	\$56.40	\$22,560.00	\$75.00	\$30,000.00
SD-02	Grinding of sidewalk wider than five (5) feet wide	LF	40	\$9.80	\$392.00	\$50.00	\$2,000.00
Total Amount Bid				\$22,952.00		\$32,000.00	

Attachment: 2020 0504 CE_20-19A BID TAB (9473 : Consider and action on award of Contract 20-19A)

CITY OF DE PERE

MEMO

To: James Boyd, Mayor
Board of Public Works Members
From: Judith Schmidt-Lehman, City Attorney
RE: Project 20-19A; Sidewalk Grinding
Date: May 11, 2020

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, April 30, 2020. A bid from All-Star Cutting and Coring, LLC was received prior to the bid opening time. The bid from RaiseRite was received on Friday, May 1, 2020 from the United States Postal Service (USPS). The post mark on the bid envelope from USPS was April 28, 2020. Based on the post mark, the bid was in the custody of the USPS prior to the bid opening until delivered to the City's Municipal Service Center. Attached is a copy of the envelope. The date and time the bid was received by the City is written on the envelope.

The bid package was accepted, pending legal review of the authority of the City to accept a late bid under the above circumstances.

The Wisconsin Court of Appeals has decided that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that RaiseRite's bid has an unfair advantage over the other bid on the project. The USPS post mark shows that the bid document was in the sole custody of USPS from April 28, 2020 until the City took custody of the documents on May 1, 2020. As such, the bidder was not in a position to obtain information on the other bids before completing its bid. Further, accepting these bids will not result in giving either bidder an unfair advantage or foster fraud. It will, however, provide additional bids on the project which fosters competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bids and evaluate them with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:ep

Attachment: Mayor & BPW-Raise Rite Bid-5-11-20 #20-19A (9473 : Consider and action on award of Contract 20-19A)

RECEIVED
MAY 01 2020
BY: 1:01 PM BT

GREEN BAY
WI 543
29 APR '20
PM 2 L



Mailing: 1025 E. Albert Drive, Manitowoc, WI 54220
Shipping: 4803 Leonard Lane, Manitowoc, WI 54220
1-877-407-2473

Public Works - City of DePere
925 S. Leth St.
DePere, WI 54115

Bids Enclosed

5446-14000





City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Reservoir Inspection Contract*

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Scheuring Road reservoir (constructed 1982) and Merrill Street reservoir (constructed 1966) were last inspected in 2015.

During our planning of this project, staff talked to other communities in the area to see if they had any reservoir inspection plans for the upcoming year. It turns out that Manitowoc Public Utilities (MPU) intended to do the same. Therefore, the City bid this project as a joint project with MPU. (See attached proposal) The intent of bidding the projects together were to try to achieve some cost savings for each community.

Staff solicited nine (9) companies for proposals (See attached) and has received the following quotes for performing the above inspections:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$1,400 each
James Orr Coating Inspections, LLC, Madison, WI	= \$3,200 each
Pittsburg Tank & Tower Group, Henderson, KY	= \$4,780 each
KLM Engineering, Inc., Woodbury, MN	= \$7,700 each
Dixon Engineering, Inc., of Greenfield, WI	= No Bid
Midco Diving & Marine, Rapid City, SD	= No Bid
Suez Advanced Solution, Oconomowoc, WI	= No Bid
Badger State Inspections, LLC, Osseo, WI	= No Bid
LiquiVision Technology, Inc., Klamath Falls, OR	= No Bid

I reviewed the proposals that were submitted. Staff recommends approving the proposal from Water Tower Clean and Coat, Inc. of Lodi, WI. The 2020 water utility budget has \$10,000 allocated for the inspections.

ATTACHMENTS:

- 2020 Reservoir Inspections (PDF)
- Sample Consultant Agreement (PDF)
- Reservoir Inspection Proposal Summary 4-7-2020 (PDF)
- Water Tower Clean & Coat, Inc Proposal (PDF)
- James Orr Inspection LLC Proposal (PDF)
- Pittsburg Tank & Tower Group Proposal (PDF)

- KLM Engineering, Inc. Proposal (PDF)

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



March 5, 2020

**RE: Request for Proposals
2020 Reservoir & Standpipe Inspections**

The City of De Pere and Manitowoc Public Utilities (MPU) are requesting a proposal from your firm to complete inspections of reservoirs in each community. The City and MPU are required by Wisconsin Statutes NR 810.14 to inspect our water storage facilities every five (5) years

City of De Pere: Merrill Street reservoir located at 1501 Merrill Street is a 250,000 – gallon ground storage reservoir that was constructed in 1966. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

City of De Pere: Scheuring Road reservoir located at 1340 Scheuring Road is a 250,000 – gallon ground storage reservoir that was constructed in 1982. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection.

MPU: New York Avenue reservoir located at 1906 New York Avenue is a 5,000,000 – gallon underground storage reservoir that was constructed in 1969. (See attached drawings) Rectangular dimensions: 303 feet long x 143 feet wide x 18 feet deep. The last drained inspection was in 2010. The reservoir was last inspected in 2015 was a wet inspection. The interior of the reservoir for this inspection will require a dry drain down inspection. Reservoir is split into two (2) halves; one half needs to stay online while the other half is being inspected. Reservoir is a multi-purpose recreational area with a Sport Court surface for tennis and basketball.

Central Brown County Water Authority (CBCWA): Reservoir located at 1903 Scray Hill Road, De Pere is a 8,000,000 – gallon ground storage reservoir that was constructed in 2015. (See attached drawings) Dimensions: 166 feet inside diameter x 50 feet tall. Reservoir has a separate inlet and discharge pipe. The reservoir has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Reservoir can be isolated during the dive inspections.

CBCWA: Standpipe located at 1903 Scray Hill Road, De Pere is a 3,750,000 – gallon standpipe that was constructed in 2015. (See attached drawings) Dimensions: 80 feet inside diameter x 100 feet tall. Standpipe has a separate inlet and discharge pipe. The standpipe has never been inspected. The interior of the reservoir for this inspection will require a minimum of a wet inspection. Standpipe can be isolated during dive inspection.

Attachment: 2020 Reservoir Inspections (9488 : Consider Reservoir Inspection Contract)

Scope of Work:

1. Review existing drawings and as-built of reservoir/standpipe and any other pertinent information pertaining to each reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements.
3. Dry inspections points of emphasis:
 - a) Inspection shall include the wash down and removal of all debris, sediment or biofilm from the ceiling, walls to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. Sediment and debris can be discharged into a geo-bag for dewatering and removed at cleanup.
 - b) The top of the tank shall be soaked down with water and the interior shall be checked for leaks.
 - c) Note on inspection report all structural failures such as cracks, spalling, deteriorating caulk, and sealant failure to prevent infiltration.
 - d) The interior of the tank will be disinfected IAW the methods of AWWA Standard C652-02. Two (2) successive safe samples shall be taken at 24-hour intervals in order to put tank back online. The first sample will be taken by the contractor, and the second by the utility. A minimum of 0.2 mg/l of free chlorine residual is required at the time of sampling.
- e) Prepare a final report showing the results of the reservoir/standpipe inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir/standpipe. The written report will include photos for the reservoir/standpipe inspection. The final report will contain recommendations and cost estimates for future work based on the results of this inspection.
- f) Prepare reports for WDNR as required.
- g) The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The reservoir/standpipe inspections for each Water Utility shall be completed by October 2, 2020.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Water Utility of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Water Utility of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Water Utility of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Water Utility of each municipality as herein provided.

Insurance Requirements:

The firm shall be required to provide 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 as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
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 engineers and/or surveyor's fee on the project, whichever is greater.

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

Sealed proposals marked "**Reservoir/Standpipe Inspections**" on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 2:00 p.m. on April 6, 2020.

The City of De Pere and MPU reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective City Council or Commission deems most favorable to the best interest of their community;

If you have any questions regarding De Pere's reservoir or this proposal, please call Scott Thoresen at (920) 339-8095.

If you have any questions regarding MPU's reservoir or CBCWA's reservoir/standpipe please call Rob Michaelson at (920) 686-4354.

Questions may also be emailed to sthoresen@mail.de-pere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

City of De Pere Water Utility

2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection : \$ _____

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

Attachment: 2020 Reservoir Inspections (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Manitowoc Public Utilities

2020 Reservoir/Standpipe Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir/standpipe to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the MPU to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the MPU's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir/standpipe inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ _____

Lump Sum Price for CBCWA Reservoir Inspection: \$ _____

Lump Sum Price for CBCWA Standpipe Inspection: \$ _____

Name of Firm

Address of Firm

Telephone Number

Attachment: 2020 Reservoir Inspections (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Attachment: 2020 Reservoir Inspections (9488 : Consider Reservoir Inspection Contract)

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

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

Attachment: Sample Consultant Agreement (9488 : Consider Reservoir Inspection Contract)

Reservoir Inspection Proposal Summary 4-7-2020

Company Name	Community	LS
Water Tower Clean and Coat, Inc.		
	City of De Pere - Merrill Street	\$1,400.00
	City of De Pere - Scheuring Road	\$1,400.00
	MPU - New York Avenue	\$1,400.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$1,400.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$1,400.00
James Orr Coating Inspection, LLC		
	City of De Pere - Merrill Street	\$3,200.00
	City of De Pere - Scheuring Road	\$3,200.00
	MPU - New York Avenue	\$14,000.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$6,800.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$5,600.00
KLM Engineering, Inc.		
	City of De Pere - Merrill Street	\$7,700.00
	City of De Pere - Scheuring Road	\$7,700.00
	MPU - New York Avenue	\$18,300.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$2,500.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$2,500.00
Pittsburg Tank & Tower Group		
	City of De Pere - Merrill Street	\$4,780.00
	City of De Pere - Scheuring Road	\$4,780.00
	MPU - New York Avenue	\$54,357.00
	MPU - CBCWA 1903 Scray Hill Reservoir	\$9,660.00
	MPU - CBCWA 1903 Scray Hill Standpipe	\$3,585.00
Dixon Engineering, Inc.		
	City of De Pere	No Bid
	MPU	No Bid
Midco Diving & Marine		
	City of De Pere	No Bid
	MPU	No Bid
Suez Advanced Solutions		
	City of De Pere	No Bid
	MPU	No Bid
Badger State Inspection, LLC		
	City of De Pere	No Bid
	MPU	No Bid
LiquiVision Technology, Inc.		
	City of De Pere	No Bid
	MPU	No Bid

Attachment: Reservoir Inspection Proposal Summary 4-7-2020 (9488 : Consider Reservoir Inspection Contract)

City of De Pere Water Utility 2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection : \$ 1400⁰⁰

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ 1400.00

Water Tower Clean & Coat, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

(608) 592-7574 office/fax
Telephone Number (608) 279-3438 Mobile

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coat, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Russ Fiene

Signature of Bidder

4-2-20

Date

Russ Fiene

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date: July 20th, 2020
Monday

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

Manitowoc Public Utilities 2020 Reservoir/Standpipe Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir/standpipe to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the MPU to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the MPU's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir/standpipe inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ 1400.00

Lump Sum Price for CBCWA Reservoir Inspection: \$ 1400.00

Lump Sum Price for CBCWA Standpipe Inspection: \$ 1400.00

Water Tower Clean & Coat, Inc.

Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555

Address of Firm

(608) 592-7574 office (608) 279-3438 mobile - Russ

Telephone Number

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coat, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Russ Fiene

Signature of Bidder

4-2-20

Date

Russ Fiene

Print or Type Name of Bidder

Pres.

Title

Estimated Start Date:

July 27th, 2020
Monday

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

Please review the attached Certificates of Insurance for Water Tower Clean & Coat, Inc.

General Liability

Auto

Umbrella

Employer Liability

Workers Compensation

These Certificates were prepared last week for the Village of Allouez, WI. We would of course issue Certificates listing De Pere and Manitowoc as the recipients, along with the Additional Insured provision for each.

Acceptance of our proposal is contingent upon on our Certificates of Insurance being acceptable to the Cities of De Pere and Manitowoc for purposes of completing the attached proposal for work. Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

2.7.d

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Statewide Services, Inc. PO Box 5555 Madison WI 53705	CONTACT NAME: Krystal Hewitt PHONE (A/C, No, Ext): E-MAIL: khewitt@ruralins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Indemnity Company INSURER B: National Fire & Marine Insuran INSURER C: Great American Insurance Compa INSURER D: QBE Specialty Insurance Compan INSURER E: INSURER F:	FAX (A/C, No): (800) 853-5549 NAIC # 20087 20079 16691 11515
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COVERAGES	CERTIFICATE NUMBER: Cert ID 167	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		72LPS036917	03/11/2020	03/11/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		70APS088629	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			82A3FF0002625-00	03/23/2020	03/11/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Employment Practices Liab			EPLE441889	03/20/2020	03/20/2021	Aggregate Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2012 Dodge Ram 2500 3C6UD5DLXCG198293 \$25,000 Stated Amount Physical Damage Deductible \$1000/\$1000
2012 Dodge Ram 1500 1C6RD7LTXCS134685 \$25,000 Stated Amount Physical Damage Deductible \$1000/\$1000
Webster Avenue Standpipe Repairs, Contract 1-2019, Village of Allouez, WI
The Village of Allouez and Strand Associates, Inc. are additional insured with respect to General Liability and Automobile Liability. In addition, See attached blanket Additional Insured endorsement for the General Liability and Automobile Policies.

CERTIFICATE HOLDER

Village of Allouez 1900 Libal Street Green Bay WI 54301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE Krystal Hewitt

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 4/1/20

PRODUCER

CARMEN KATSMAN
RURAL MUTUAL INSURANCE
213 N MAIN ST STE 106
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A**SOCIETY INSURANCE****INSURED**

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
-	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE \$ - PRODUCTS - COMP/OP AGG \$ - PERSONAL & ADV INJURY \$ - EACH OCCURRENCE \$ - FIRE DAMAGE (Any one fire) \$ - MED EXP (any one person) \$ -
-	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON - OWNED AUTOS ☐				COMBINED SINGLE LIMIT \$ - BODILY INJURY (Per Person) \$ - BODILY INJURY (Per accident) \$ - PROPERTY DAMAGE \$ -
-	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT \$ - OTHER THAN AUTO ONLY \$ - EACH ACCIDENT \$ - AGGREGATE \$ -
-	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ - AGGREGATE \$ -
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE OFFICERS ARE: ☐ EXCL	WP 510286	05/07/2019	05/07/2020	☒ WC STATU- ☐ OTHER TORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
-	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

VILLAGE OF ALLOUEZ
1900 Libal Street
Green Bay WI 54301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S(1/95)

@ACORD CORPORATION 1988

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such inclusion of additional insured shall not increase our limit of liability under this policy.

ADDITIONAL INSURED:

**STRAND ASSOCIATES, INC
910 WEST WINGRA DR
MADISON, WI 53715**

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ 25

Company Name	Policy Number 70 APS 088629
National Indemnity Company	Endorsement Effective 07/31/2019 5:13 PM
Named Insured WATER TOWER CLEAN & COAT, INC.	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

Attachment: Water Tower Clean & Coat, Inc Proposal (9488 : Consider Reservoir Inspection Contract)

All proposals should include the following information:

- 1) Previous Experience: Past Work on projects of similar or greater magnitude.
- 2) References: The proposals shall include the Contractor's experience. At a minimum, three (3) similar projects shall be included as references.
- 3) Cost: Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.
- 4) Schedule: Firm shall submit the number of days to complete the inspections and the anticipated start date on proposal sheet for each community provide with this proposal to complete all work mentioned above.

1. Previous Experience

Water Tower Clean & Coat, Inc. has been in business for 20 years serving five states in the Midwest. We have performed over one thousand tank inspections and 500 dive inspections in that time. We do not hire sub-contractors to perform the work. We own all of the equipment necessary to perform the projects whether draining tanks or diving tanks. In hundreds of other inspection projects we have acted as a sub-contractor to the engineering firm. We have worked for Ruekert Mielke, Strand, Dixon, McGann, CTW Corp and several others.

2. References

Kevin Bortz Water Mgr. Portage, WI 608 697 0266
 Joel Water Mgr. at Suamico, WI 920 544 8468
 Jon Craker Water Mgr Reedsburg, WI 608 963 6090
 Jason Water Mgr Oakfield, WI 920 539 6724
 Pete Litersky Water Mgr Brillion, WI 920 470 9777

3. Costs: Refer to the RFP.

4. Schedule: Refer to the RFP

We typically complete dive inspections in one day. The drained inspections are harder to predict as the amount of sediment cannot be known until we enter the tank. Our typical drained tank cleaning takes one day. Because of the size of the Manitowoc New York reservoir we may be in each chamber longer than a day in order to complete the entire floor vacuum cleaning and sanitizing as per the RFP requirements.

City of De Pere Water Utility

2020 Reservoir Inspection Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per reservoir inspection to meet said requirements are as follows:

Lump Sum Price for Merrill Street Reservoir Inspection : \$ 3,200

Lump Sum Price for Scheuring Road Reservoir Inspection: \$ 3,200

James Orr Coating Inspection LLC
 Name of Firm
 1013 Valley Stream Dr.
 Address of Firm
 608-213-8085
 Telephone Number

Attachment: James Orr Inspection LLC Proposal (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: James Orr coating Inspection LLC and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

James Orr
Signature of Bidder

April 2, 2020
Date

James Orr
Print or Type Name of Bidder

Owner
Title

Estimated Start Date: April 27, 2020

Attachment: James Orr Inspection LLC Proposal (9488 : Consider Reservoir Inspection Contract)

Manitowoc Public Utilities

2020 Reservoir/Standpipe Inspection Proposal

The following proposal is submitted to: Manitowoc Public Utilities (MPU) in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to conduct inspections of the reservoir/standpipe to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the MPU to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the MPU's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet MPU's requirements and that the prices per reservoir/standpipe inspection to meet said requirements are as follows:

Lump Sum Price for New York Reservoir Inspection: \$ 14,000

Lump Sum Price for CBCWA Reservoir Inspection: \$ 6,800

Lump Sum Price for CBCWA Standpipe Inspection: \$ 5,600

James Orr Coating Inspection LLC

Name of Firm

1013 Valley Stream Dr., Madison, WI 53711

Address of Firm

608-213-8085

Telephone Number

Attachment: James Orr Inspection LLC Proposal (9488 : Consider Reservoir Inspection Contract)

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: James Orr Coating Inspection LLC and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

James Orr
Signature of Bidder

April 2, 2020
Date

James Orr
Print or Type Name of Bidder

Owner
Title

Estimated Start Date: May 4, 2020

Attachment: James Orr Inspection LLC Proposal (9488 : Consider Reservoir Inspection Contract)

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
www.pttg.com

Thursday, March 26, 2020

Scott Thoresen
Director of Public Works
City of DePere
925 South Sixth Street
DePere, WI 54115-1199
920-339-8095
920-639-1003(Cell)
sthoresen@mail.de-pere.org

Scott,

Since 1919, Pittsburg Tank & Tower Group Maintenance Division has been providing tank services to our customers in over 60 countries, proudly making us a Global Company. Our wealth of experience encompasses all aspects of tank maintenance services, from paint and repair to dismantle and inspections. Our expertise expands beyond maintenance to tank design, fabrication, erection and professional engineering services for new tanks and modifications to existing tanks, including raising, lowering and moving services.

Having been ranked in the Top 600 Specialty Contractors and among the top 15 steel erectors according to Engineering News Record, it was natural to expand our offerings into the Custom Engineering and Manufacturing Industry. Our sister company, AllState Tower Inc., manufactures structural steel components for towers and agricultural material handling, including complete turn-key systems and installation services.

At Pittsburg Tank & Tower Group, it's not only about the products we produce, but the people as well. Being a family-operated company with a commitment to the Safety and Health of our family of employees, we have worked with the Commonwealth of Kentucky's Labor Cabinet to achieve our SHARP Certification (Safety and Health Achievement Recognition Program), and we are recognized as a Drug Free Workplace in accordance with the standards set forth by the regulation; [803 KAR 25:280 Certification of Drug-Free Workplace](#).

We are proud to provide you with this quotation and look forward to working with you should you decide to accept it. To accept the proposal, simply sign and date one (1) copy and return it to our Henderson, KY office either by mail, fax or email.

Please feel free to contact us should you have any questions or concerns, or simply want to discuss the proposal further.

Respectfully,

**Pittsburg Tank & Tower Group
Maintenance Division**

Nicci Sheridan
National Accounts Manager
270-826-9000 – Ext: 4624
270-215-5706 – Fax
nsheridan@pttg.com

Patrick Heltsley
Vice President
270-869-9400 Ext: 4601
270-748-1325 Cell
270-767-6912 Fax
pheltsley@pttg.com

Thursday, March 26, 2020

TO: City of DePere
925 South Sixth Street
DePere, WI 54115-1199
FAX : 580-921-3603
EMAIL : sthoresen@mail.de-pere.org

ATTN : Scott Thoresen
Director of Public Works
PHONE : 920-339-8095
CELL : 920-639-1003

Re: Scope of work on the two (2) Elevated Water Tanks located at 1501 Merrill Street and 1340 Scheuring Road DePere, WI 54115

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following on:

Two (2) 250,000 gallon Elevated Water Tanks:

Tank 1 (Merrill Street)

\$1,982.00 Perform a dry inspection with cleanout, up to 3" of sediment. This work should be performed on an emergency basis. Additional accumulation will be \$300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.

\$2,798.00 Pressure wash, 3,500 PSI, the interior floor and ten (10) feet up walls only. Then clean out/remove sediment and debris not to exceed three (3) inches. Tank will be disinfected in accordance with AWWA Method 3.

Tank 2 (Sheuring Road)

\$1,982.00 Perform a dry inspection with cleanout, up to 3" of sediment. This work should be performed on an emergency basis. Additional accumulation will be \$300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.

\$2,798.00 Pressure wash, 3,500 PSI, the interior floor and ten (10) feet up walls only. Then clean out/remove sediment and debris not to exceed three (3) inches. Tank will be disinfected in accordance with AWWA Method 3.

Attachment: Pittsburg Tank & Tower Group Proposal (9488 : Consider Reservoir Inspection Contract)

Thursday, March 26, 2020

TO: City of DePere
925 South Sixth Street
DePere, WI 54115-1199
FAX : 580-921-3603
EMAIL : sthoresen@mail.de-pere.org

ATTN : Scott Thoresen
Director of Public Works
PHONE : 920-339-8095
CELL : 920-639-1003

Re: Scope of work on the two halves of the Underground Storage Tank located at 1906 New York Ave. Manitowoc, WI 54220

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following on:

One (1) 5,000,000 gallon Underground Storage Tank:

Tank- MPU Part One and Two

\$16,124.00	Perform a dry inspection with cleanout, up to 3" of sediment. This work should be performed on an emergency basis. Additional accumulation will be \$300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.
\$38,233.00	Pressure wash, 3,500 PSI, the interior floor and side walls. Then clean out/remove sediment and debris not to exceed three (3) inches. Tank will be disinfected in accordance with AWWA Method 3.

****This work is to be divided into two (2) halves leaving one (1) side in service at all times.**

Attachment: Pittsburg Tank & Tower Group Proposal (9488 : Consider Reservoir Inspection Contract)

Thursday, March 26, 2020

TO: City of DePere
925 South Sixth Street
DePere, WI 54115-1199
FAX : 580-921-3603
EMAIL : sthoresen@mail.de-pere.org

ATTN : Scott Thoresen
Director of Public Works
PHONE : 920-339-8095
CELL : 920-639-1003

Re: ROV Inspection and Cleanout on the Ground Storage Tank and Standpipe located at 1903 Scary Hill Road DePere, WI 54115

In accordance with price, terms and conditions quoted below, we propose to furnish all labor, material, equipment and insurance necessary to complete the following on:

One (1) 8,000,000 gallon Ground Storage Tank and one (1) 3,750,000 gallon Standpipe Tank:

Tank 4 (CBCWA-Scary Hill Road)

\$9,660.00

Perform a robotic in-service cleanout, up to 3" of sediment. This work should be performed on an emergency basis. Additional accumulation will be \$300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.

Tank 5 (CBCWA-Scary Hill Road)

\$3,585.00

Perform a robotic in-service cleanout, up to 3" of sediment. This work should be performed on an emergency basis. Additional accumulation will be \$300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.

***All proposed work to be completed in one trip for the sum of \$77,161.00**

Attachment: Pittsburg Tank & Tower Group Proposal (9488 : Consider Reservoir Inspection Contract)

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

Thursday, March 26, 2020

Inspection of tank(s) will be for compliance with the following codes and standards:

AWWA, EPA, NFPA, NFPA22, NFPA25, OSHA

ROV Interior Inspection

- Please note, our ROV unit requires, at minimum, a 12" diameter manway/opening.
- The interior in-service inspection will be performed using our ROV Inspection Robot and the exterior will be inspected by our personnel trained in OSHA regulations utilizing fall protection equipment. **Tank is to remain full during internal inspection.**
- This inspection will check for deficiencies and meet tank inspection requirements of OSHA, EPA, AWWA and NFPA. All structural, sanitary, safety, security and coating conditions will be reviewed. Items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow. Any emergency items will be brought to Owner's attention by our Inspector personnel.
- Owner will receive a detailed written report of findings with photographs, DVD of inspection, corrective recommendations and cost estimates.
- The following tests shall be performed during the inspection: Lead check – Interior & Exterior, Mil thickness test (coating thickness) – Exterior only, Cross hatch test (paint adhesion) – Exterior only, Ultra-sonic test of tank shell – Exterior only

ROV Interior Clean Out

An interior in-service cleanout of sediment from the tank floor is not to exceed three (3) inches. Additional accumulation will be priced at \$300/hour after 3". The interior cleanout will be performed using our Remotely Controlled Submersible Vehicle. The tank cannot have more than 12' of open head space from the top of the water to the top of the tank during the internal cleanout.

Our price is based on dimensions acquired from the Customer, who understands that if the size of the tank is larger than implied, our price will be adjusted accordingly.

- Debris and sediment will be placed on the ground or in a customer designated drainage area within 50' of the tank base. The customer is to provide an area for disposal of all debris, sediment and water generated from the robotic cleanout.
- The majority of sediment will be removed from the tank with the robotic equipment; however the customer understands that 100% removal of sediment and debris cannot be attained without draining the tank.
- Please note that our ROV cleanout robot requires at least a 24" (round or square) opening.
- If the interior access ladder impedes the manway and restricts access to the tank interior with our ROV cleanout robot, the Owner agrees that the top few rungs may be removed to gain access to the tank as long as the structural integrity of the interior access ladder will not be compromised.
- If any other tank accessories impede the opening, the Owner agrees that necessary modifications may be made, which will be in accordance with AWWA, to gain access to the tank.
- In the event it becomes necessary to drain the tank once we are on site, draining shall be performed by the Owner.
- If the Owner does not allow us to make the necessary modifications to the tank and the ROV cleanout robot cannot access the tank, a mobilization fee will be charged.
- Please Note, Owner is responsible for the water discharge process. PTTM will provide piping of up to 100' to direct discharge from the tank. Owner's representative will direct where the water is discharged to.

Dry Inspection:

- This dry inspection will check for deficiencies.
- Items inspected will include (but not be restricted to) ladders, shell, roof, vent, roof manway, welds, weld seams, shell course, foundation and interior heater pipe.
- The tank will be inspected to ensure compliance with all current OSHA, EPA, AWWA, and NFPA-22&25 requirements.
- All possible sources of contamination, including vent screening and overflow pipe will be reviewed.
- The following tests shall be performed as part of this inspection on the interior and exterior; Ultra-sonic test (metal thickness), Lead test, Mil thickness test (coating thickness), Cross hatch test (paint adhesion), Vacuum Box test (only applicable for steel, welded ground storage tanks)
- Tank will be disinfected in accordance with AWWA Method 3 (see page 2 Disinfection Procedures). Any other disinfection method required by Owner shall be the responsibility of Owner to perform.
- Our personnel implement a confined entry program procedure in strict conformance with 29 CFR 1910.146 OSHA, which became effective April 14, 1993.
- The handling, removal, and/or disposal of hazardous materials (asbestos, lead, chemicals, fiberglass or any like substance that must be taken to a specific dump/disposal site is not included in this proposal. Additionally, if the tank is used to store any type of flammable substance, owner shall remove product and certify tank safe for entry and hot work prior to our arrival.
- The below stated price(s) does not include bid or performance bonds.
- Tank must be drained by Owner prior to our arrival.

Dry Cleanout:

- Clean out/ remove sediment and debris from tank floor, not to exceed three (3) inches. Any additional accumulation will be \$300/hour to remove. Tank will be disinfected in accordance with AWWA Method 3 (see page 2 Disinfection Procedures). Any other disinfection method required by Owner shall be the responsibility of Owner to perform. Tank must be drained by the owner prior to our arrival.

CLARIFICATIONS:

- Owner to furnish water for clean out and the pressure at the base of tank shall be sufficient for our use.
- Owner to provide chlorine and bacteriological testing.
- Debris may be placed in containers furnished by Owner for disposal by others, or scattered around the site.
- Pittsburg Tank & Tower Maintenance will furnish for Owner's usage during our work a pressure relief valve
- Our personnel implement a confined entry program procedure in strict conformance with 29 CFR 1910.146 OSHA, which became effective April 14, 1993.
- Not included in this proposal are the handling, removal, and/or disposal of hazardous materials (asbestos, lead, chemicals, fiberglass or any like substance) that must be taken to a specific dump/disposal site.
- The below stated price does not include bid or performance bonds.
- A dry cleanout does not include pressure washing of side walls of tank. PTTM has an additional service that can be provided for that scope of work as well. A cleanout consists of the floor only, as described above

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
New and Used Tanks

Thursday, March 26, 2020

Depending on the number of items accepted, prices may vary. Please refer to applicable codes.

- Warning: Do not attach any additional loading to your tank/tower unless structural integrity is known to be sufficient. For analysis call PTTM.
- Our welders are certified in accordance with ASME section IX code.
- In the event the tank must be drained, it should be drained by the owner, prior to our arrival (refer to Item #2 on our Terms & Conditions page).
- Debris generated from repairs and/or painting will be placed in containers provided by the owner and to be disposed of by the owner.

Attachment: Pittsburg Tank & Tower Group Proposal (9488 : Consider Reservoir Inspection Contract)

Thursday, March 26, 2020

Terms & Conditions

- 1) Prior to start of work, Owner will be furnished a certificate of insurance covering Workman's Compensation, Occupational Disease, Employer's Liability, and General Liability.
- 2) If tank is to be drained prior to our arrival, it shall be drained by owner, if it becomes necessary to drain the tank while on site, it must be drained by the Owner/Customer.
- 3) If needed a pressure release valve will be furnished during the cleaning and painting operation. Owner required to notify PTTM prior to mobilization if required.
- 4) In the event interior and/or exterior complete tank repainting is not included in this scope of work, all new tank appurtenances furnished and installed by PTTM as part of this scope of work shall be field primed and finish coated to match existing coating system(s), unless specifically excluded from our scope of work. Color to match as close as possible.
- 5) No paint shall be applied during wet, damp, or inclement weather.
- 6) All paint will be delivered to the job site in original containers with contents identified by the manufacturer.
- 7) If necessary, customer will be required to clear/move vehicles and equipment a safe distance from the job site to prevent damage and place physical barricades around the perimeter to restrict access.
- 8) Work to be performed using our standard wage scale with Open Shop personnel, by mechanics skilled in their trade.
- 9) All workmanship is guaranteed for twelve (12) months after completion.
- 10) Owner is to provide dumpster(s) for trash, paint consumables, blast media, and all other waste produced during course of job, including disposal of said waste.
- 11) Handling, removal, and/or disposal of hazardous or contaminated material (e.g., asbestos, lead, chemicals, heavy metals, etc.) requiring special handling or transportation to a specific disposal site are not included in the submitted quotation for work. Unless specifically included in our scope of work.
- 12) This quote does not provide for the shrouding or containment of blast media and paint.
- 13) Owner understands and agrees any Federal, State, and Municipal taxes imposed on Contractor with respect to the outlined work are additional expenses not included in the contract and further assumes the obligation of paying said additional costs incurred by Contractor. PTTM does not include costs for any permits, local licenses, fees, etc. in this proposal.
- 14) OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law.
- 15) In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky.
- 16) OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction.

TERMS

50% with Order; Balance upon Completion OR Mutually Agreed Payment Terms
MasterCard, Visa and American Express are accepted, with prior authorization
Payments made by credit card will be subject to a processing fee of 3%.
Interest will be applied to payments not received in accordance to payment terms.

The parties approving this contract certify that they are fully authorized to do so, and that all legal requirements have been complied with. You are hereby authorized to furnish all labor, material, equipment and insurance required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal. OWNER / CONTRACTOR agree that the exclusive venue for any litigation arising out of or relating to this Agreement shall be in the Circuit Court of Henderson County, Kentucky and that this Agreement and any litigation arising thereunder shall be governed, construed and interpreted according to Kentucky law. In the event OWNER initiates any litigation against PTTM in contravention of this venue provision, OWNER shall pay PTTM's attorney's fees and costs incurred in obtaining a dismissal and transfer of the litigation to the proper venue in the Circuit Court of Henderson County, Kentucky. OWNER and PTTM hereby waive any right they may otherwise have to venue in a federal court including, but not limited to, any right arising under federal question or diversity jurisdiction

ALL QUOTATIONS SUBJECT TO ACCEPTANCE WITHIN 60 DAYS

Accepted : _____, 2020
 Company : City of DePere
 By : _____
 Title : _____

Respectfully Submitted by:
Pittsburg Tank & Tower Group
Maintenance Division

By : _____
 Patrick Heltsley, Vice President

Paint • Repair • Dismantle • Inspect • Reinsulate • Tanks Raised, Lowered, and Moved
 New and Used Tanks

**KLM ENGINEERING, INC.**

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Phone (651) 773-5111 | Fax (651) 773-5222

March 31, 2020

By Mail or Email Only

Mr. Scott J. Thoresen P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115

RE: Proposal for Five (5) WI DNR Water Reservoir Evaluations for the Merrill Street Reservoir, Scheuring Road Reservoir, New York Avenue Reservoir, Central Brown County Water Authority Reservoir and Standpipe for the City of De Pere and the Manitowoc Public Utilities.

Dear Mr. Thoresen:

KLM is pleased to submit this proposal to evaluate five water storage reservoirs for the City of De Pere and Manitowoc Public Utilities. KLM proposes to perform a detailed evaluation of the existing conditions of each of these water storage reservoirs in conformance with AWWA Manual M42 Appendix C Inspecting and Repairing Steel Water Tanks and Elevated Tanks for Water Storage.

By choosing KLM Engineering, Inc., the City of De Pere and Manitowoc Public Utilities is investing in the knowledge and expertise of a consultant who can perform an accurate and unbiased evaluation of your water storage reservoirs. Our evaluations will clearly identify all the maintenance requirements of each reservoirs and will define the next time the reservoirs need maintenance. This 5-year WI- DNR and AWWA evaluation will establish a baseline of the current conditions of each reservoir.

The experience of KLM's staff in water tank evaluations has been enhanced by our training as National Association of Corrosion Engineers (NACE) Certified Coatings Inspectors and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of experience in abrasive blasting (surface preparation) painting, rigging, welding, and inspecting has given this company a competitive edge for performing this type of work in a safe and professional manner.

Attachment: KLM Engineering, Inc. Proposal (9488 : Consider Reservoir Inspection Contract)

Documentation

KLM will provide to the Owner an evaluation report for each reservoir, offering the following benefits:

1. DNR Form 3300-248
2. Clearly stating the actual condition of the coatings and structural integrity.
3. Identify the amount of sediment and estimate the next time it needs cleaning.
4. Provide a schedule for performing recommended maintenance work.
5. Provide an Engineer's Cost Estimate for all recommended repair work.
6. Color photographs and DVD (ROV Only) substantiate details of the report.
7. Include documentation structural failures such as cracks, spalling, deteriorating caulk, and sealant failure to prevent infiltration.
8. Copies of the report justify maintenance recommendations to decision-makers.
9. The evaluation report can be included in the specification document to provide accurate information on existing conditions for bidders.
10. Recommendation of future evaluations.
11. KLM will also provide drawings in the report for future maintenance.

The evaluation report will be provided to the Owner in digital format (PDF). After the Owner receives the report, KLM will follow up to review our discoveries detailed out in the report.

KLM Work Plan

Dry Tank Cleanout Evaluation

(Merrill Street Reservoir, Scheuring Road Reservoir and New York Avenue Reservoir)

The dry tank evaluation is the method recommended by AWWA M 42. However, this method of evaluation is limited to areas accessible from a ladder or areas that can be reached from the floor.

KLM will inspect the floor, the reservoir walls, and any interior structure accessible by ladders. All accessible exterior surfaces, including the roof, will also be inspected. KLM will measure and photograph all areas that need to be included in the evaluation report. KLM will also remove any sediment inside the tower.

When the reservoirs are empty, KLM will perform a clean-out of the interior of the tower and riser. KLM will remove all debris, sediment or biofilm from the ceiling, wall to the water line, and floor of the tank prior to inspection. Vacuum cleaning of the floor of the tank shall be required to completely clean and remove all sediment and debris. KLM will remove the sediment and debris by geo-bag for dewatering and removal. KLM will disinfect the tank in accordance with Method 2 or 3 of AWWA C652-11. KLM will supply the chlorine and do the clean-out of the bottom of the tank.

The top of the tank will be soaked down with water and the interior shall be checked for leaks. Once project is completed KLM can complete bacteria samples, but there will be additional fees.

ROV Evaluation (tank in-service)

(Central Brown County Water Authority Reservoir and Standpipe)

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide NACE Coatings Inspectors, who are properly trained and qualified to perform this type of evaluation. To perform an ROV evaluation, the Owner would be required to have the water at or near the high-water level (HWL) at the start of the evaluation. KLM inspectors will insert a disinfected ROV into the tank interior, for the interior evaluation of the roof, roof structure, and all appurtenances such as vents, manways, and ladders. Video recording and photos will be taken with an underwater camera, which will show the coating conditions. The inlet pipe or wet riser is excluded from the evaluation, unless otherwise written into this agreement. The camera will be disinfected in accordance with AWWA.

Exterior and Interior Evaluation

The exterior evaluation is critical for evaluating the coating conditions to determine whether the coating is a candidate for over coating or complete reconditioning. KLM inspectors will also check for structural deficiencies and OSHA compliance.

For each evaluation, KLM will provide a NACE Coatings Inspector that is properly trained and qualified to perform this type of evaluation. The exterior will be inspected from all areas accessible without rigging unless otherwise written into this agreement. Coating conditions of both the interior and exterior will be examined using several different testing equipment. KLM's evaluation will include using ultrasonic thickness readings UT, dry film thickness DFT, and standard ASTM tests.

Interior and Exterior:

- | | |
|---|--|
| ▪ Roof structure (size and style) | ▪ Ladders, cages, platforms, and handrails |
| ▪ Vents (size and style) | ▪ Painters rigging |
| ▪ Roof manways (size and style) | ▪ Reinforcement pads |
| ▪ Ventilation manways (size and style) | ▪ Balcony or stiffening girder |
| ▪ Overflow weir and pipe (size and style) | ▪ Anchor bolts and cotter pins |
| ▪ Support column (size and style) | ▪ Base pad condition including flexcel and grout |
| ▪ Capacity level and head range | ▪ Screens on vents and overflows |
| ▪ Inlet/outlet pipe | ▪ Overflow air breaks, splash pads, and drainage |
| ▪ Mud ring | ▪ Safety devices |
| ▪ Drains | ▪ Lighting |
| ▪ Floor condition (oil canning) | ▪ Site dimensions |
| ▪ Cathodic protection | ▪ Safety considerations |
| ▪ Pitting | |
| ▪ Girders and sail plates | |

Owner's Responsibilities

(WI DNR Dry Tank Cleanout Inspection)

The Owner's personnel shall also be responsible for:

- Manning the shut off valve at all times
- Opening and closing the inlet/outlet pipe
- Assist to backflush and disinfect the reservoir of each tank
- Provide a supply of water and hoses to perform this disinfection
- Verifying that clean out and disinfection have been performed to Owner's satisfaction
- Disposing of sediment and debris
- Taking and testing water samples
- Providing copies of background information on each tank, including maintenance records, construction drawings, previous evaluation reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

(WI-DNR ROV Inspection)

The Owner's personnel shall be responsible for:

- Having the water at the high-water operating level
- Providing copies of background information on each tank, including maintenance records, construction drawings, previous evaluation reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

Evaluation Fees

Dry Tank Cleanout and Evaluations

250,000-Gallon Merrill Street Reservoir	\$7,700.00
250,000- Gallon Scheuring Road Reservoir	\$7,700.00
New York Avenue Reservoir (based on two separate mobilization per RFP)	\$18,300.00

Remote Operated Vehicle (ROV) Evaluations

Central Brown County Water Authority Reservoir	\$2,500.00
Central Brown County Water Authority Standpipe	<u>\$2,500.00</u>
Total:	\$38,700.00

If the City of De Pere and Manitowoc Public Utilities would like KLM to complete the bacteria testing for each tank it would be an additional \$1,600.00 per tank. This would bring the total cost of the project to \$46,700.00. KLM's projected timeframe for starting project will be July. KLM will have the project completed by October 2nd, 2020.

KLM estimates the project schedule listed below by tank

1. Merrill Street Reservoir: 1 Day: cleanout and inspection; 1 Day: soak test; 1 Day bacteria testing. Total: 3 Days
2. Scheuring Road Reservoir: 1 Day: cleanout and inspection; 1 Day: soak test; 1 Day bacteria testing. Total: 3 Days
3. New York Avenue Reservoir Part 1: 2 Days: clean and inspect each side of the reservoir; 1 Day: soak test; 1 Day: bacteria testing. Total 4 Days/side
4. New York Avenue Reservoir Part 2: 2 Days: clean and inspect each side of the reservoir; 1 Day: soak test; 1 Day: bacteria testing. Total 4 Days/side

The total estimated days to complete the project is: 14 days (2 weeks)

If the projects last longer than the projected days for each individual tank, KLM will charge an additional \$1,800.00 per day. For example, if the New York Avenue Reservoir requires a total of six days per side rather than four days per side the charge for the cleanout of the reservoir would be an additional \$7,200.00.

Terms and Conditions

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this agreement between the City of De Pere, Wisconsin and Manitowoc Public Utilities and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Additional Information

Additional information can be found at KLM's website at: www.klmengineering.com.

If for a reason beyond KLM's control, including Owner's failure to provide proper evaluation conditions, prevents the tower evaluation from being performed in one day, and KLM is required to return for a second day to complete the evaluation, the cost of a second day of evaluation is an additional time and materials. KLM can replace the existing manway gasket(s) for \$500.00 per gasket. Reservoirs that have excess sediment and require more than 2 hours of cleaning time may result in extra charges beyond the original contract amount. If the tower is not drained and ready for cleanout and evaluation KLM may charge an hourly rate (based on our fee schedule) per each full hour of mobilization or delay in time.

Agreement

This proposal is valid for sixty (60) days from March 31, 2020. If the City of De Pere, Wisconsin and Manitowoc Public Utilities finds this proposal acceptable, please sign and return by mail, fax, or email. When KLM receives the signed proposal, we will call the Owner to coordinate an evaluation time. When the Owner receives the evaluation report, KLM will bill according to this agreement.

This agreement, between the City of De Pere, Wisconsin, Manitowoc Public Utilities and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____		City of De Pere,
(Name)	(Title)	Wisconsin

(Date)		

(Name)	Director of Business Development	KLM Engineering, Inc.
	(Title)	Woodbury, Minnesota

March 31, 2020		
(Date)		

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Michael Novitzki

Director of Business Development

Phone: 651-773-5111

Fax: 651-773-5222

Cell: 651-440-5058

Email: mnovitzki@klmengineering.com

Enclosed: KLM's Terms and Conditions, KLM Fee Schedule, and KLM Insurance Certificate

Attachment: KLM Engineering, Inc. Proposal (9488 : Consider Reservoir Inspection Contract)

KLM ENGINEERING, INC.
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM, KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.

18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

C:\winword\Terms & Cond., proposal.
11/1997



KLM ENGINEERING, INC.

1976 Wooddale Drive, Suite 4 | Woodbury, MN 55125
Phone (651) 773-5111 | Fax (651) 773-5222

KLM 2020 Fee Schedule

Principal Associate	\$160.00 per hour
Engineering	\$185.00 per hour
Project Manager/Supervisor	\$130.00 per hour
Field Inspectors – CWI/NACE	\$120.00 per hour
Field Inspectors – NACE I & II	\$120.00 per hour
Drafting	\$85.00 per hour
Clerical	\$80.00 per hour

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at \$0.85 per mile. KLM onsite vehicle/trailer will be charged at \$35.00 per day.
3. Daily Per Diem billed at \$175.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at \$20.00 per week.



KLMENG1

OP ID: CK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance Services 3610 Oakwood Hills Pkwy Ste 1 Eau Claire, WI 54701 Daniel S Ortmann	715-839-8004 CONTACT NAME: Daniel S Ortmann PHONE (A/C, No, Ext): 715-839-8004 FAX (A/C, No): 715-835-5127 E-MAIL ADDRESS: dortmann@ais.insure
INSURER(S) AFFORDING COVERAGE	
INSURER A: Selective Insurance	
INSURER B: LLOYDS LONDON	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 KLM Engineering Inc
 1976 Wooddale Dr Ste 4
 Woodbury, MN 55125

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			S 2266415	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2266415	11/23/2019	11/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2266415	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9052100	05/02/2019	05/02/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			HPL19-0421-\$1 MIL PRIMARY	11/23/2019	11/23/2020	Ea Claim 3,000,000
B	Errors & Omissions			HMPL19-0123-\$2 MIL EXCESS	11/23/2019	11/23/2020	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER KLM Engineering, Inc. 1976 Wooddale Drive, Suite 4 Woodbury, MN 55125	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daniel S Ortmann
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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on 2020 Sidewalk Repair Orders or Special Assessment

ATTACHMENTS:

- 2020 0511 CI_BOPW_Consider 2020 Sidewalk Repair Orders (PDF)
- Attachment 1-2020 Order of the Board of Public Works (PDF)
- Attachment 2-CE_Project_20-05_Yearly-Program (PDF)
- Attachment 3-2020 Estimated Sidewalk & Sidewalk Replacement Costs (DOCX)
- Attachment 4-2020 Sidewalk Repair Letter to Property Owner (PDF)
- Attachment 5-2020 Sidewalk Notification Letter City Responsibility (PDF)
- Attachment 6-Property_Sidewalk_Repair_List (PDF)
- Attachment 7-Top 20 Assessments (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: May 11, 2020

RE: **Consider 2020 Sidewalk Repair Orders or Special Assessment**

Each year the City inspects 1/8 of the City for required repairs to sidewalks. This year the repair area is the east side of the Fox River, north of Charles Street and east of Webster Avenue. Sidewalks are inspected per the attached "Defective Sidewalk and Acceptable Repairs".

Work under the contract will be completed under Project 20-05 Sidewalk and Curb Repairs.

Due to some large sidewalk repair requirements, there are some significant charges for the sidewalk repair. Sidewalks have been handled via special charges in the past and only have one year to pay the charge. Property owners are notified of the special charge after the Board meeting when the Order is approved. In 2019, an alternative allowing property owners with a special charge exceeding \$1,000 to have a 5-year payback period was approved by the Board. In 2020, there are 68 properties meeting this condition with tentative special charges exceeding \$1,000.

Attachments for this item include:

- 1) Order of the Board of Public Works
- 2) Yearly Program
- 3) Estimated Sidewalk and Sidewalk Replacement Costs
- 4) Sidewalk Repair Letter to Property Owner
- 5) Sidewalk Notification Letter City Responsibility
- 6) Sidewalk Repair List
- 7) Top 20 Assessments for 2020

Staff recommends the Board either order repairs or consider special assessments for the 2020 sidewalk repair program.

MAY 11, 2020

**ORDER OF THE BOARD OF PUBLIC WORKS
FOR SIDEWALK REPAIRS UNDER
SECTION 66.0907, WISCONSIN STATUTES**

The Board of Public Works of the City of De Pere, Brown County, Wisconsin, has found that certain sidewalks on the following streets were unsafe, defective or insufficient, to-wit:

East side of the Fox River, north of Charles Street, east of Webster Avenue

The Board of Public Works orders that all defective sidewalks identified on the attached property and repair listing be removed and replaced or otherwise corrected as identified therein and in accordance with the standards set forth and the established grade.

All owners of property fronting on said streets are ordered to remove and replace that portion of the sidewalk in need for repair and abutting their premises on or before the 30th day of June, 2020. If any owner fails to comply with this order, the City of De Pere shall cause the work on their sidewalk to be done by contract and shall charge the cost as a special tax against their lot or parcel.

A copy of this order shall be mailed to each owner or their agent, and shall be published in the official newspaper.

Dated at De Pere, Wisconsin, this 11th day of May, 2020

BOARD OF PUBLIC WORKS
CITY OF DE PERE, WISCONSIN

Eric P. Rakers, P.E.
City Engineer

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
2020	East side of Fox River, north of Charles, east of Webster
2021	West side of Fox River, east of RR tracks, north of Scheuring
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
<u>CRITERIA</u>	<u>DEFECT</u>	<u>REPAIRS*</u>
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2" vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

***Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.**

2020

ESTIMATED COSTS

SIDEWALK & SIDEWALK REPLACEMENT

REPLACEMENT 4" SIDEWALK

Remove and Replace 4-Inch Concrete	\$8.33
Basecourse	0.47
Ties	1.04
Engineering, Admin, & Contingency	<u>2.46</u>
TOTAL	\$12.30/S.F. = \$61.50/L.F.

REPLACEMENT 6" DRIVEWAY

Remove and Replace 6-Inch Concrete	\$8.89
Basecourse	0.47
Ties	1.04
Engineering, Admin, & Contingency	<u>2.60</u>
TOTAL	\$13.00/S.F. = \$65.00/L.F.

NEW 4" SIDEWALKS

Remove and Replace 6-Inch Concrete	\$6.67
Basecourse	0.71
Ties	1.04
Engineering, Admin, & Contingency	<u>2.11</u>
TOTAL	\$10.53/S.F. = \$52.63/L.F.

NEW 6" DRIVEWAY

Remove and Replace 6-Inch Concrete	\$7.78
Basecourse	0.71
Ties	1.04
Engineering, Admin, & Contingency	<u>2.38</u>
TOTAL	\$11.91/S.F. = \$59.55/L.F.

CITY OF DE PERE

Engineering

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

1. Sections Marked in Green Paint are the Homeowner's Responsibility:

Individual sections are sprayed with green paint. Note that multiple sections may also be marked in this way. Multiple sections marked with a green arrow indicates that all sections between, and including the arrows should be repaired. Repair of defects marked green are the property owners responsibility.

2. Sections marked with white paint are the City's responsibility:

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on May 11, 2020. Upon review, the Board ordered repairs on the quantity of sidewalk panels listed on the next page at your property (approximate quantity):

Sidewalk Repairs at <<LOCATION>>, Parcel ID: <<PARCELID>>

Distress	Number of Panels	Approximate Cost
Horizontal Displacement:	<<HD>> Panels	\$<<HDCOST>>
Vertical Displacement:	<<VD>> Panels	\$<<VDCOST>>
Surface Imperfections:	<<SI>> Panels	\$<<SICOST>>
Other:	<<O>> Panels	\$<<OCOST>>
TOTAL:	<<SUMPANEL>>	\$<<SUMCOST>>

The order allows you to make the corrections yourself or to arrange to have them made by a duly licensed sidewalk contractor (visit www.deperewi.gov) of your choice on or before June 30, 2020. Any work remaining after that date will be done by the City by contract. If you make any repairs by mud-jacking, grinding, or crack filling with concrete epoxy, (where allowed) please contact the Engineering Department by June 30, 2020 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The 2020 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 4-inch thick sidewalk panel is \$307.50 (\$61.50 per linear foot). The 2020 preliminary, approximate cost for replacement of a 5-foot by 5-foot, 6-inch thick sidewalk panel across a driveway is \$325.00 (\$65.00 per linear foot). **Sidewalk that is replaced by the City Contractor will be seeded. The Homeowner is required to water and maintain.**

*** Property owners with invisible fences or sprinkling systems located in the City right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or contact him by email at kdemeny@mail.deperere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel, PE
Assistant City Engineer

CITY OF DE PERE

Engineering

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4061 | www.de-pere.org



DATE

<<OWNMAIL1>>

<<OWNMAIL3>>

<<OWNMAIL4>>

Re: City Sidewalk Repairs at <<LOCATION>>, <<PARCELID>>

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

You are receiving this letter to inform you that the City will be performing sidewalk repairs adjacent to your property. There is no charge to you for these repairs because the terrace trees are determined to have caused the damage.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

- Sections in need of repairs are marked with green or white paint.
- Sections marked with white paint are the City's responsibility. Note that multiple sections may be marked in this way.

Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The sidewalk that is replaced by the City Contractor will be seeded. The property owner is required to water and maintain the landscaping area.

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Kelly Demeny with the City Engineering Department at 339-4072, extension 2234 or contact him by email at kdemeny@mail.depere.org.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Chase Kuffel
Assistant City Engineer

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-582-85	1620 LEBRUN ST	ANDREW N LAUBENSTEIN	23				23
ED-582-F-7	1415 CHARLES ST	JOHN R HILL	14	5			19
ED-1435-F-6	1602 RIDGEWAY DR	PATRICIA A MOORE	9	4			13
ED-49-2	119 S WEBSTER AVE	PETER D FROELICH	12	1			13
ED-714-N-3	1625 RIDGEWAY DR	MARK C WEGNER	13				13
ED-1164-R-32-1	1901 RIDGEWAY DR	WE RIVER PARK TERRACE LLC	12				12
ED-582-F-14	143 S CLAY ST	WILLIAM R PATZKE	7	2		2	11
ED-714-G-52	1738 RUSK ST	LYNN A GEURTS	10	1			11
ED-1128-L-2	1420 RIDGEWAY DR	COOPER WALKER, ETAL	5	3		2	10
ED-582-124	872 MANDALAY TER	SEAN D COLLINS, ETAL	9	1			10
ED-631-3	145 S WEBSTER AVE	BENJAMIN J PUETZ	10				10
ED-1164-R-19	801 MANITOWISH PL	RANDY D MCVEY	7	1			8
ED-39-1	702 N WEBSTER AVE	KERRY R METOXEN	7	1			8
ED-582-F-5	130 S CLAY ST	DONNA M TRACHTE	4	4			8
ED-714-T-40	143 NOB HILL LN	PETER C SCHULD	8				8
ED-39	726 N WEBSTER AVE	RENEE HEMAUER	3	4			7
ED-371-D-24	1626 WILLARD TER	DALE J RHODES	1	5			6
ED-41-3	630 N WEBSTER AVE	JOSHUA J STEWART	4	2			6
ED-582-40	836 N CLAY ST	KATHRYN A TOBIAS	6				6
ED-582-65	848 VOELKER ST	JEFFRY J GEURTS	6				6
ED-714-G-21	1648 RUSK ST	THOMAS P IRISH		6			6
ED-714-Q-1	535 BRULE RD 11	MALONEY RONALD P & ELAINE M REVOCABLE TRUST	6				6
ED-1128-L-27	502 N CLAY ST	BARBARA L HENDRICKS	2	3			5
ED-1164-R-121	825 EAST RIVER DR	C P LEGACY LLC	3	2			5
ED-124-K-1	103 ZITA ST	DUSTIN L NELSON	4	1			5
ED-124-K-16	1603 ZITA ST	THOMAS D HENDRA JR		5			5
ED-38-1	812 VOELKER ST	PAUL A KUROWSKI	4	1			5
ED-44	104 N WEBSTER AVE	JOLENE M HUSSONG, ETAL	4	1			5
ED-49	111 S WEBSTER AVE	LINDA T BRITTNACHER	5				5
ED-582-35	856 N CLAY ST	SUSAN A BAIER		5			5
ED-582-43	824 N CLAY ST	LAUREL L METOXEN	5				5
ED-582-60	859 VOELKER ST	DONALD J SLIWKA	5				5
ED-582-F-12	131 S CLAY ST	ERIC S CUNNINGHAM	5				5
ED-714-T-43	124 CRESTVIEW LN	JONATHON W NEJEDLO		5			5
ED-714-T-41	144 CRESTVIEW LN	JEFFREY D RITTER	4	0.5			4.5
ED-1128-5	1643 ZITA ST	PATRICK K PROCHNOW	1	3			4
ED-1128-L-15	1502 RIDGEWAY DR	VANSTRATEN PROPERTIES OF DE PERE LLC	3	1			4
ED-1203-S-1	142 SCOUT WAY	THOMAS B MONAHAN	3	1			4
ED-124-K-28	104 ZITA ST	STEPHEN P MCCARTHY	2	2			4
ED-124-Q-20	503 ACREVIEW DR	ZACHARY MILBACH	4				4
ED-124-Q-25	1657 WILLARD TER	STEVEN D PETERS	2	2			4
ED-124-Q-6	505 LIBAL ST	JOSEPH G ZEGERS	3	1			4
ED-2225	749 EAST RIVER DR	JOSEPH S MORROW	4				4
ED-371-D-17	625 VOELKER ST	CHRISTOPHER R ZITTLLOW			4		4
ED-371-D-8	1639 WILLARD TER	TRACY A VANDELOO	2	2			4
ED-37-3	803 VOELKER ST	ERIC H BOULANGER	4				4
ED-39-1-1	710 N WEBSTER AVE	JOHN J VANDENLANGENBERG	3	1			4
ED-41-2	624 N WEBSTER AVE	DONALD R MOSHER	2	2			4
ED-43-1	120 N WEBSTER AVE	ROBERT L NOVAK	1	2		1	4
ED-43-3	116 N WEBSTER AVE	ZYCH MARY F REVOCABLE TRUST OF 1990	2	2			4
ED-49-1	125 S WEBSTER AVE	KENDALL S TILKENS	4				4
ED-582-139	871 MANDALAY TER	PAUL A MCKLVEEN		1	3		4
ED-582-38	844 N CLAY ST	TIFANY M N PARTHIE	2	2			4
ED-582-49	800 N CLAY ST	JEFFERY BAUDRY	1	3			4
ED-714-G-24	1702 RUSK ST	LEO J KERKHOFF	2	2			4
ED-714-G-25	111 CRESTVIEW LN	GREGORY M KYLES		4			4
ED-714-G-38	143 ACREVIEW DR	ALLEN J LUBERDA		4			4
ED-714-G-49	103 ACREVIEW DR	LARRY KEMP	1	3			4
ED-714-G-57	1761 CHARLES ST	EDDIE A THUROW, ETAL	2	2			4
ED-714-G-61	1735 CHARLES ST	DAVID J KEYSER	3	1			4
ED-714-N-14	1702 RIDGEWAY DR	MICHAEL J REEDY	4				4

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9468 : Consider and action on repair orders for project 20-05)

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-N-2	1605 RIDGEWAY DR	VL REAL ESTATE LLC	4				4
ED-714-N-6	812 SMITS ST	JAMIE L TANK	1	3			4
ED-631-2	137 S WEBSTER AVE	DAVID G MINTEN	1	2.5			3.5
ED-714-T-42	134 CRESTVIEW LN	ALEX TESLYUK	2	1.5			3.5
ED-1128-L-17	706 N CLAY ST	ANDREW L VANDEWALLE	1	2			3
ED-1164-R-192	551 LIBAL ST	CORY D BOMMERSBACH		3			3
ED-1164-R-200	701 CANBERRY CT	KENNETH A ROTHE		3			3
ED-1203-O-24	1842 N SUNKIST CIR	RONALD R SPIELBAUER		3			3
ED-1203-S-12	145 LORRIE WAY	GUINNESS DEVELOPMENT LLC	1	2			3
ED-1203-S-4	123 SCOUT WAY	JOSWICK ROBERT F & BARBARA J REVOCABLE TRUST	2	1			3
ED-1203-S-6	143 SCOUT WAY	KIM M CALAWAYLAUBUGE	1	2			3
ED-124-K-24	1602 ZITA ST	DAVID M MINKEY, ETAL		3			3
ED-124-Q-32	509 CRESTVIEW LN	BOWHOUSEN DOUGLAS L & RENIE LIVING TRUST	1	2			3
ED-124-Q-8	1735 RUSK ST	PATRICK J AHRENS	3				3
ED-124-Q-9	1721 RUSK ST	BENJAMIN J CHRISTENSEN	3				3
ED-1435-F-1	1520 RIDGEWAY DR	BARBARA A KRULL	3				3
ED-1435-F-5	708 VOELKER ST	KEVIN C GEHLHOFF	2	1			3
ED-2481	792 EAST RIVER DR	ELIZABETH D HANSEN		3			3
ED-371-D-15	637 VOELKER ST	NANCY FENWICK KIEL	2	1			3
ED-371-D-23	1620 WILLARD TER	JONATHAN D DUNBAR		3			3
ED-371-D-28	1633 RUSK ST	MARGARET A RUEHR		3			3
ED-371-D-33	1603 RUSK ST	THEODORE S KORDES	2	1			3
ED-41-1	636 N WEBSTER AVE	CODY J STASZAK	3				3
ED-582-1	860 N WEBSTER AVE	COTTER INVESTMENTS LLC	2			1	3
ED-582-119	1774 LEBRUN ST	BRADLEY M GAWINSKI		3			3
ED-582-13	816 N WEBSTER AVE	SHELLY J ENGEL	1	2			3
ED-582-42	830 N CLAY ST	ARVIN A PREBELSKI	2	1			3
ED-582-44	820 N CLAY ST	CARRIE E CONDON	2	1			3
ED-582-61	1520 LEBRUN ST	DANIEL L YACH	2	1			3
ED-582-7	836 N WEBSTER AVE	DAVID A KOESTER	1			2	3
ED-582-81	849 SMITS ST	KERSTEN FREDERICK I & KAREN PREVETTI LIV TRUST	2	1			3
ED-582-F-2	108 S CLAY ST	NANCY LUND, ETAL		3			3
ED-582-F-4	122 S CLAY ST	LAWRENCE E BARTON	1	2			3
ED-582-F-6	138 S CLAY ST	MICHAEL J NELSON	2	1			3
ED-714-G-179	740 DESPLAINE RD	WILLIAM T LEGGETT		3			3
ED-714-G-22	1651 ZITA ST	JANICE M JOHNSON	1	2			3
ED-714-G-28	125 CRESTVIEW LN	DONALD J LINK	1	2			3
ED-714-G-37	102 ACREVIEW DR	MARK J MATZKE		3			3
ED-714-G-54	114 LIBAL ST	JOHN R CORNELL		3			3
ED-714-G-60	1741 CHARLES ST	WILLIAM L OURADNIK, ETAL	1	2			3
ED-714-G-62	1729 CHARLES ST	WILLIAM R RYAN		3			3
ED-714-G-96	1821 CHARLES ST	KEEHAN CHARLES G & MARGARET J REVOCABLE TRUST	3				3
ED-714-G-99	1843 CHARLES ST	CHARLES M BURKEL		3			3
ED-1128-L-25	602 N CLAY ST	THIAGO DOS SANTOS BARBOSA	1	1.5			2.5
ED-371-D-29	1627 RUSK ST	PETER T VANDERZANDEN		2.5			2.5
ED-631-4	141 S WEBSTER AVE	HANNAH FAMEREE	1	1.5			2.5
ED-1128-5-2	1644 ZITA ST	BRIAN A LEUTHNER	1	1			2
ED-1128-L-13	507 N CLAY ST	DAVID J COLLINS	1	1			2
ED-1128-L-14	1425 RUSK ST	MICHAEL J REEDY		2			2
ED-1128-L-16	712 N CLAY ST	JESSIFER LLC	2				2
ED-1128-L-20	630 N CLAY ST	DANIEL T FISHER	1	1			2
ED-1128-L-5	703 N CLAY ST	TIM G FABRY	1	1			2
ED-1128-L-6	637 N CLAY ST	HIGGINS ELIZABETH A REVOCABLE LIVING TRUST	2				2
ED-1128-L-9	613 N CLAY ST	ZWICK LLC	1	1			2
ED-1164-R-113	714 DESPLAINE RD	JOHN F MEYER		2			2
ED-1164-R-193	700 CANBERRY CT	SCOTT A KRUEGER		2			2
ED-1164-R-279	1989 PIKE LN	TYLER R JOHNSON		2			2
ED-1203-O-1	1865 S SUNKIST CIR	TRAVIS R LIPSH	2				2
ED-1203-O-12	1808 S SUNKIST CIR	WILLIAM R NEWHOUSE		2			2
ED-1203-O-16	1827 S SUNKIST CIR	DANIEL R BIEBEL		2			2
ED-1203-O-2	1864 S SUNKIST CIR	GARY C NOBLE		2			2

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PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-1203-O-29	1810 N SUNKIST CIR	DANIEL W MOORE		2			2
ED-1203-S-11	135 LORRIE WAY	ANTOINETTE M ETTER		2			2
ED-1203-S-3	122 SCOUT WAY	JOSHUA M CALEWARTS, ETAL	1	1			2
ED-1203-S-7	144 LORRIE WAY	ANTOINETTE M ETTER		2			2
ED-1203-S-8	134 LORRIE WAY	DANIEL J SHANNON		2			2
ED-124-K-10	1635 ZITA ST	RICHARD L COOLEY	1	1			2
ED-124-K-13	1621 ZITA ST	MICHAEL R HERSONROESER	1	1			2
ED-124-K-15	1609 ZITA ST	RYAN L KRAFFT		2			2
ED-124-K-2	1608 RUSK ST	STUART T MOHONEY		2			2
ED-124-K-21	1620 ZITA ST	KEVIN C RESS	1	1			2
ED-124-K-23	1608 ZITA ST	SCOTT DEGROOT	1	1			2
ED-124-K-26	116 ZITA ST	MAZIN S ALSHAKHLY		2			2
ED-124-K-27	110 ZITA ST	KRIS A SCHULLER		2			2
ED-124-K-4	1620 RUSK ST	JOHN R GOVE	1	1			2
ED-124-K-8	1638 RUSK ST	SEAN M CORRIGAN	1	1			2
ED-124-Q-21	502 CRESTVIEW LN	ANTHONY F FISCHER	1	1			2
ED-124-Q-23	514 CRESTVIEW LN	CHARLES J WHITE		2			2
ED-124-Q-26	1651 WILLARD TER	ANDREW KOPLING	1	1			2
ED-124-Q-34	1644 WILLARD TER	JAMES E GORD		2			2
ED-124-Q-7	1739 RUSK ST	RONALD R HUISHEERE		2			2
ED-1435-F-2	711 VOELKER ST	THOMAS P BYRNE		2			2
ED-1435-F-4	702 VOELKER ST	RICHARD S DENIS		2			2
ED-2103	2141 CHARLES ST	PETER R SABEL		2			2
ED-2229	717 EAST RIVER DR	TAD C COMEAU	1	1			2
ED-2323	1807 RIDGEWAY DR 32	JOHN W SELL	2				2
ED-2479	798 EAST RIVER DR	NICHOLAS J SCHADRIE	2				2
ED-2518	634 BLACK EARTH DR	SCOTT A FISHER		2			2
ED-2560	2101 TENMILE DR	ORLOWSKI MARY G REVOCABLE TRUST	1	1			2
ED-371-D-11	1621 WILLARD TER	JUSTIN D SEIDL		2			2
ED-371-D-12	1615 WILLARD TER	LAURIE A HULTMAN				2	2
ED-371-D-16	631 VOELKER ST	BOURGEOIS L GRANT & JEAN C REVOCABLE TRUST		1	1		2
ED-371-D-18	619 VOELKER ST	STEVEN E LINDEN	1	1			2
ED-371-D-19	613 VOELKER ST	NICHOLAS E EMPEY	2				2
ED-371-D-20	1604 WILLARD TER	CHRISTOPHER A BREHM	2				2
ED-371-D-30	1621 RUSK ST	TODD P MCGUIRE	2				2
ED-43-2	112 N WEBSTER AVE	BENJAMIN J HENDRICKS		2			2
ED-49-3	101 S WEBSTER AVE	ERICA J MURRAY		1		1	2
ED-582-137	855 MANDALAY TER	TIM R SPLITTERGERBER			2		2
ED-582-15	1405 RIDGEWAY DR	TROY STROESSENREUTHER	1			1	2
ED-582-22	819 N CLAY ST	RONALD V UPTON JR		2			2
ED-582-29	845 N CLAY ST	NICHOLAS PETERSEN	2				2
ED-582-30	849 N CLAY ST	MARY JANE A HERBER		2			2
ED-582-33	861 N CLAY ST	MARK A SABLICH	1	1			2
ED-582-34	1510 LEBRUN ST	CJG PROPERTIES LLC	2				2
ED-582-5	840 N WEBSTER AVE	ROBERT J DEGROOT	2				2
ED-582-59	853 VOELKER ST	JOSEPH R LINNANE		2			2
ED-582-70	828 VOELKER ST	PA LEE MOUA		2			2
ED-582-73	816 VOELKER ST	WILLIAM PICARD		2			2
ED-582-74	817 SMITS ST	ANDREW A ROWELL		1		1	2
ED-582-76	823 SMITS ST	RONALD L ACHENBACH		2			2
ED-582-9	828 N WEBSTER AVE	VANEREM JOINT REVOCABLE TRUST		2			2
ED-582-F-10	117 S CLAY ST	CRYSTAL M HEIMDUAI ME	2				2
ED-582-F-8	103 S CLAY ST	JOSEPH D VANEREM		2			2
ED-714-G-23	1648 ZITA ST	TAMRA RHODES, ETAL		2			2
ED-714-G-30	145 CRESTVIEW LN	HERBERT C FOOTE		2			2
ED-714-G-34	120 ACREVIEW DR	MICHAEL LERCH	1	1			2
ED-714-G-39	133 ACREVIEW DR	JAMES JOSEPH KYLES		2			2
ED-714-G-47	1723 JONATHAN CT	DAVE EVANS	1	1			2
ED-714-G-59	1747 CHARLES ST	DAVID J BOYEA		2			2
ED-714-G-64	111 LIBAL ST	JOHN E BOHN, ETAL		2			2
ED-714-G-65	1809 SHELLEY LN	JEFFREY M FRANKEN	2				2

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PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-G-79	510 BRULE RD	DAVID I EVANS, ETAL	2				2
ED-714-N-15	1712 RIDGEWAY DR	BELL WILLIAM J & PATRICIA A TRUST OF 1995	2				2
ED-714-N-4	809 SMITS ST	JILL M LIEBERGEN		1		1	2
ED-714-N-8	802 SMITS ST	THOMAS B MONAHAN		2			2
ED-1128-L-26	506 N CLAY ST	LISA R LEITERMAN	1	0.5			1.5
ED-45-1	1515 RUSK ST	JON R ROGGER, ETAL		1.5			1.5
ED-45-2	1521 RUSK ST	KENT D JOHNSON		1.5			1.5
ED-1128-11-A	1808 RIDGEWAY DR	OCCAM LLC		1			1
ED-1128-L-11	607 N CLAY ST	DONALD R SHRYOCK	1				1
ED-1128-L-12	603 N CLAY ST	JEFFREY P SHOMAN	1				1
ED-1128-L-21	624 N CLAY ST	MICHAEL KELLEY		1			1
ED-1128-L-3	707 N CLAY ST	MICHAEL J REEDY		1			1
ED-1164-R-1	1821 RIDGEWAY DR	JONATHAN E SANFORD		1			1
ED-1164-R-108	715 DESPLAINE RD	ASHLEY MONSON, ETAL	1				1
ED-1164-R-114	710 DESPLAINE RD	NINA M SENGBUSCH		1			1
ED-1164-R-115	706 DESPLAINE RD	JILL A BAKER		1			1
ED-1164-R-116	702 DESPLAINE RD	MATTHEW A SECORA		1			1
ED-1164-R-118	1974 RIDGEWAY DR	DENEYS JAMES W & DORIS A REVOCABLE TRUST ETAL		1			1
ED-1164-R-119	1978 RIDGEWAY DR	KELLIE K BENO		1			1
ED-1164-R-136	802 E GILE CIR	JASON C DAMSHEUSER		1			1
ED-1164-R-189	533 LIBAL ST	DENNIS G KLARKOWSKI		1			1
ED-1164-R-191	545 LIBAL ST	DEREK A & AMY M BEIDERWIEDEN LIVING TRUST OF 2019		1			1
ED-1164-R-235	728 DESPLAINE RD	ALLISON J JANDT		1			1
ED-1164-R-255	737 DESPLAINE RD	KAYLA L JANSSEN		1			1
ED-1164-R-268	1901 PIKE LN	EDDIE A THUROW, ETAL		1			1
ED-1164-R-293	1727 RIDGEWAY DR	JEFFREY A SINNAEVE		1			1
ED-1164-R-296	1751 RIDGEWAY DR	JEFFREY A FIEBIG		1			1
ED-1164-R-299	1775 RIDGEWAY DR	THOMAS J CAFFREY		1			1
ED-1164-R-300	1783 RIDGEWAY DR	STEVEN D RUBRINGER	1				1
ED-1164-R-31	802 MANITOWISH PL	MEYER & SONS HOLDINGS LLC	1				1
ED-1164-R-40	720 EAU CLAIRE PL	BRENDON WALLACE		1			1
ED-1164-R-58	1801 SUGAR PL	LAUREL E ANDERSON	1				1
ED-1203-O-11	1814 S SUNKIST CIR	CHARLES A THOMPSON		1			1
ED-1203-O-17	1833 S SUNKIST CIR	KATHRYN A LOCKWOOD, ETAL		1			1
ED-1203-O-31	1813 N SUNKIST CIR	DAVID L LASEE		1			1
ED-1203-O-32	1819 N SUNKIST CIR	JON E JENSEN		1			1
ED-1203-O-33	1825 N SUNKIST CIR	SHANE J & KRISTY L SUDA JOINT REVOCABLE TRUST		1			1
ED-1203-O-34	1831 N SUNKIST CIR	KEVIN F & CHRISTINE M WELCH, ETAL		1			1
ED-1203-O-5	1846 S SUNKIST CIR	ALEXANDER T JESKE		1			1
ED-1203-O-7	1838 S SUNKIST CIR	JOHN R KLAUS		1			1
ED-1203-O-8	1832 S SUNKIST CIR	NATHAN R QUALLS		1			1
ED-1203-S-5	133 SCOUT WAY	J GLENN LEHNERT		1			1
ED-1203-S-9	124 LORRIE WAY	SCOTT A HEGGELAND, ETAL		1			1
ED-124-K-14	1615 ZITA ST	SCOTT B MCPHERSON		1			1
ED-124-K-17	1638 ZITA ST	DAVID A RIEBE	1				1
ED-124-K-18	1634 ZITA ST	ERIC J LAVARDA, ETAL		1			1
ED-124-K-19	1630 ZITA ST	GREGORY T LYNCH		1			1
ED-124-K-22	1614 ZITA ST	ROBERT L GAUSE		1			1
ED-124-K-25	122 ZITA ST	WILLIAM J VANDEHEI		1			1
ED-124-K-29	102 ZITA ST	WILLIAM D PICARD		1			1
ED-124-K-6	1630 RUSK ST	CORY MEETZ		1			1
ED-124-K-7	1634 RUSK ST	DOUGLAS E BROWN		1			1
ED-124-K-9	1639 ZITA ST	HOWARD J ANGELL		1			1
ED-124-Q-1	527 LIBAL ST	GARY A FAULKNER		1			1
ED-124-Q-22	508 CRESTVIEW LN	MICHAEL T EBELING		1			1
ED-124-Q-24	520 CRESTVIEW LN	PAUL J GEVERS		1			1
ED-124-Q-27	1645 WILLARD TER	PATRICK J HICKEY		1			1
ED-124-Q-5	509 LIBAL ST	TERRY L KASARSKY	1				1
ED-1435-F-3	703 VOELKER ST	ERIC L LUDVIGSON		1			1
ED-2083	2005 CHARLES ST	LINDA S ALLEN		1			1
ED-2085	2021 CHARLES ST	SHANNON M PACE		1			1

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9468 : Consider and action on repair orders for project 20-05)

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-2087	2037 CHARLES ST	PATRICK VANDERZANDEN		1			1
ED-2091	2061 CHARLES ST	JAMES B HODGELL II		1			1
ED-2092	2069 CHARLES ST	KLIKA BRIAN J & NICOLE L REVOCABLE TRUST		1			1
ED-2102	2133 CHARLES ST	MARK A SMITH		1			1
ED-2128	810 LIBAL ST 26	SANDRA L SELISSEN		1			1
ED-2210	781 EAST RIVER DR	ZACHARY J VAN REMORTEL		1			1
ED-2231	701 EAST RIVER DR	NICHOLAS J SIMS		1			1
ED-2267	673 EAST RIVER DR	DANIEL LOTTER		1			1
ED-2291	650 EAST RIVER DR	JEFFREY B CRITSER	1				1
ED-2411	820 LIBAL ST 18	NYDIA D VILLANUEVA	1				1
ED-2473	772 EAST RIVER DR	NEDD NIEDERMEYER	1				1
ED-2480	794 EAST RIVER DR	JOHN YANG, ETAL	1				1
ED-2493	2091 RUSHWAY CIR	SHANE M ANDERSON	1				1
ED-2494	764 EAST RIVER DR	SCOTT M HERMAN, ETAL		1			1
ED-2503	2143 YAHARA CIR	LINDA L SAUER		1			1
ED-2507	2169 YAHARA CIR	PHILIP P TIMM		1			1
ED-2508	2177 YAHARA CIR	JEFFREY J DEBAUCHE, ETAL		1			1
ED-2511	2141 TENMILE DR	BARBARA A KOELBL 2009 REVOCABLE TRUST	1				1
ED-2512	2149 TENMILE DR	PETER J LARSCHIED		1			1
ED-2519	626 BLACK EARTH DR	KENNETH J HERMAN		1			1
ED-2557	716 EAST RIVER DR	WILLIAM A KOSNAR		1			1
ED-2609	830 LIBAL ST 7	BARBARA R BRIQUELET	1				1
ED-2611	830 LIBAL ST 9	HUMMEL EDWARDA & CAROLE L TRUST AGT 5/26/2011	1				1
ED-2822	1968 RIDGEWAY DR	FRANK J GRACER III		1			1
ED-35-6	846 SMITS ST	RPRK LLC		1			1
ED-371-D-1	636 VOELKER ST	RANDALL S GRETZINGER	1				1
ED-371-D-14	624 VOELKER ST	W BRADLEY NORMAN JR	1				1
ED-371-D-22	1614 WILLARD TER	DENNIS M DUFFY		1			1
ED-371-D-25	1632 WILLARD TER	MATTHEW S KORNIS		1			1
ED-371-D-26	1638 WILLARD TER	BRANDON BAUER		1			1
ED-371-D-32	1609 RUSK ST	JACULIN M OCONNOR	1				1
ED-371-D-9	1633 WILLARD TER	KEMPEN DONALD & SUSAN TRUST AGREEMENT	1				1
ED-48-1	101 S CLAY ST	GARBER RICHARD O & MARY O REVOC TRUST OF 1994		1			1
ED-49-4	107 S WEBSTER AVE	KYLE J MASON		1			1
ED-582-11	822 N WEBSTER AVE	WILLIAM P ZOELLE		1			1
ED-582-121	1758 LEBRUN ST	KATHLEEN D RYERSON		1			1
ED-582-126	856 MANDALAY TER	WILLIAM J HERLACHE		1			1
ED-582-14	808 N WEBSTER AVE	SHEVAUN P REID				1	1
ED-582-18	1421 RIDGEWAY DR	CORY HANSON	1				1
ED-582-24	825 N CLAY ST	FELIPE A CEVA, ETAL			1		1
ED-582-28	841 N CLAY ST	JUDY A PYAN		1			1
ED-582-31	855 N CLAY ST	PAUL F JOHNSON	1				1
ED-582-37	848 N CLAY ST	RANDALL KARLEN		1			1
ED-582-45	816 N CLAY ST	GERALD J DREIKOSEN		1			1
ED-582-46	812 N CLAY ST	JON S FREDRICKSON		1			1
ED-582-50	817 VOELKER ST	JERRY D LACKEY	1				1
ED-582-52	825 VOELKER ST	GERALD P GILLESPIE	1				1
ED-582-55	837 VOELKER ST	ELSA A REINHART		1			1
ED-582-64	852 VOELKER ST	DONALD THYES	1				1
ED-582-77	829 SMITS ST	MAE H ROHDE		1			1
ED-582-F-1	102 S CLAY ST	WILLIAM J SCHROEDER		1			1
ED-582-F-13	139 S CLAY ST	KIMBERLY COLLINS		1			1
ED-582-F-3	116 S CLAY ST	JUSTIN M CAVIN	1				1
ED-582-F-9	109 S CLAY ST	JOHN P KUBALAK		1			1
ED-631-1	131 S WEBSTER AVE	PATRICK A JULY	1				1
ED-714-G-100	1842 SHELLEY LN	BRAD R DUFRESNE		1			1
ED-714-G-101	1834 SHELLEY LN	BRIAN E BETH	1				1
ED-714-G-105	1808 SHELLEY LN	CHRISTOPHER T HENDRICKS		1			1
ED-714-G-174	1961 CHARLES ST	MICHAELA SIMS		1			1
ED-714-G-175	1971 CHARLES ST	GEORGE M MURPHY		1			1
ED-714-G-176	1981 CHARLES ST	WENDT PAUL T & MARY BETH LIVING TRUST	1				1

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9468 : Consider and action on repair orders for project 20-05)

CITY OF DE PERE PROJECT 20-05 SIDEWALK AND CURB REPAIR			Horizontal Displacement	Vertical Displacement	Surface Imperfections	Other	Total Panel:
PARCELID	LOCATION	OWNMAIL1	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	Panels (5'x5')	
ED-714-G-178	1999 CHARLES ST	JEFFREY G HALL		1			1
ED-714-G-26	115 CRESTVIEW LN	MICHAEL L MEYER		1			1
ED-714-G-27	119 CRESTVIEW LN	RYAN HATCH		1			1
ED-714-G-29	135 CRESTVIEW LN	KEVIN J CORBEILLE		1			1
ED-714-G-31	142 ACREVIEW DR	RAYMOND J STAMER		1			1
ED-714-G-32	132 ACREVIEW DR	WESLEY I JOHNSON		1			1
ED-714-G-33	126 ACREVIEW DR	STEPHEN VANDERLOOP		1			1
ED-714-G-40	1724 JONATHAN CT	STEPHEN D PEETERS		1			1
ED-714-G-48	109 ACREVIEW DR	AUSTIN KOFFARNUS	1				1
ED-714-G-50	1726 RUSK ST	JAMES M REILLY		1			1
ED-714-G-55	120 LIBAL ST	RICHARD J PIATTI, ETAL		1			1
ED-714-G-56	126 LIBAL ST	JESSIE L BILDINGS		1			1
ED-714-G-63	107 LIBAL ST	ANDREW J THYES		1			1
ED-714-G-66	1815 SHELLEY LN	NIELSEN LAWRENCE J & MARY C REVOCABLE TRUST		1			1
ED-714-G-78	1881 CHARLES ST	JEFFREY P PITTMAN		1			1
ED-714-N-1	808 VOELKER ST	MARTIN JOINT REVOCABLE TRUST		1			1
ED-714-N-9	1626 RIDGEWAY DR	HOLLY HOMES LLC		1			1
ED-371-D-27	1639 RUSK ST	MELISSA A WEBSTER		0.5			0.5

Attachment: Attachment 6-Property_Sidewalk_Repair_List (9468 : Consider and action on repair orders for project 20-05)

TOP 20 ASSESSMENTS				
CITY OF DE PERE			Total Panels	Private Cost
PROJECT 20-05 SIDEWALK AND CURB REPAIR				
PARCELID	LOCATION	OWNMAIL1		
ED-582-85	1620 LEBRUN ST	ANDREW N LAUBENSTEIN	23	\$ 7,475.00
ED-582-F-7	1415 CHARLES ST	JOHN R HILL	19	\$ 6,175.00
ED-1435-F-6	1602 RIDGEWAY DR	PATRICIA A MOORE	13	\$ 4,225.00
ED-49-2	119 S WEBSTER AVE	PETER D FROELICH	13	\$ 4,225.00
ED-714-N-3	1625 RIDGEWAY DR	MARK C WEGNER	13	\$ 4,225.00
ED-1164-R-32-1	1901 RIDGEWAY DR	WE RIVER PARK TERRACE LLC	12	\$ 3,900.00
ED-582-F-14	143 S CLAY ST	WILLIAM R PATZKE	11	\$ 3,575.00
ED-714-G-52	1738 RUSK ST	LYNN A GEURTS	11	\$ 3,575.00
ED-1128-L-2	1420 RIDGEWAY DR	COOPER WALKER, ETAL	10	\$ 3,250.00
ED-582-124	872 MANDALAY TER	SEAN D COLLINS, ETAL	10	\$ 3,250.00
ED-631-3	145 S WEBSTER AVE	BENJAMIN J PUETZ	10	\$ 3,250.00
ED-1164-R-19	801 MANITOWISH PL	RANDY D MCVEY	8	\$ 2,600.00
ED-39-1	702 N WEBSTER AVE	KERRY R METOXEN	8	\$ 2,600.00
ED-582-F-5	130 S CLAY ST	DONNA M TRACHTE	8	\$ 2,600.00
ED-714-T-40	143 NOB HILL LN	PETER C SCHULD	8	\$ 2,600.00
ED-39	726 N WEBSTER AVE	RENEE HEMAUER	7	\$ 2,275.00
ED-371-D-24	1626 WILLARD TER	DALE J RHODES	6	\$ 1,950.00
ED-41-3	630 N WEBSTER AVE	JOSHUA J STEWART	6	\$ 1,950.00
ED-582-40	836 N CLAY ST	KATHRYN A TOBIAS	6	\$ 1,950.00
ED-582-65	848 VOELKER ST	JEFFRY J GEURTS	6	\$ 1,950.00

68 properties with sidewalk repairs exceeding \$1,000.

Attachment: Attachment 7-Top 20 Assessments (9468 : Consider and action on repair orders for project 20-05)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Resolution Supporting the Village of Ashwaubenon DNR Grant Application for Bicycle and Pedestrian Improvements on West Main Avenue*

The Village of Ashwaubenon intends to apply to the Wisconsin Department of Natural Resources (WDNR) for a grant for bicycle and pedestrian improvements on West Main Avenue. The Village is requesting the City approve a resolution (see attached) supporting the Village's grant application. The City would not be responsible for any project costs.

Staff recommends approving the resolution and forwarding to City Council for final approval.

ATTACHMENTS:

- De Pere Resolution Supporting Ashwaubenon Grant Application 5-5-2020 (DOCX)

RESOLUTION # 20-

**SUPPORTING THE VILLAGE OF ASHWAUBENON'S APPLICATION FOR A
WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) TRANSPORTATION
ALTERNATIVES PROGRAM (TAP) GRANT FOR BICYCLE AND PEDESTRIAN
IMPROVEMENTS ON WEST MAIN AVENUE.**

WHEREAS, the Village of Ashwaubenon intends to apply to the WisDOT for a grant for the 2018-2022 TAP cycle; and

WHEREAS, the Village of Ashwaubenon has support of their Village Board and administrative staff for completion of said TAP application and future construction of said project upon receipt of an award; and

WHEREAS, the proposed project is located on the south side of West Main Avenue; west of I-41 from the western-most traffic circle in De Pere to Sand Acres Drive in Ashwaubenon; and

WHEREAS, the City of De Pere and the Village of Ashwaubenon share a municipal boundary on West Main Avenue; and

WHEREAS, the City of De Pere generally supports the improvement of bicycle and pedestrian access and mobility within the City and larger region; and

WHEREAS, the City of De Pere adopted a Comprehensive Plan in 2010 which includes Chapter 10: De Pere Bicycle and Pedestrian Plan; and

WHEREAS, the proposed project is generally consistent with the De Pere Comprehensive Plan, including Chapter 10; and

WHEREAS, the City of De Pere is not responsible for project costs; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council of the City of De Pere supports the application by the Village of Ashwaubenon for a 2018-2022 WisDOT TAP grant for the construction of a multi-use trail along the south side of West Main Avenue.

Adopted by the Common Council of the City of De Pere, Wisconsin this 18th day of May 2020.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and Possible Action on Approval of the State
Municipal Agreement with Wisconsin DOT for Local Road
Improvement Program-Merrill Street*

ATTACHMENTS:

- 2020 0511 CI_LRIP_BOPW Memo (PDF)
- StateMunicipalAgreement_signed_16347_R2275_DE_PEREC (PDF)
- Guidelines and Requirements for the Local Roads Improvement Program (LRI... (PDF)

CITY OF DE PERE

MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: May 11, 2020

RE: **Consideration and Possible Action on Approval of the State Municipal Agreement with Wisconsin DOT for Local Road Improvement Program-Merrill Street***

City staff applied for a Local Road Improvement Program Grant (LRIP) from the Wisconsin Department of Transportation (WisDOT) for resurfacing Merrill Street from S. Erie Street to Lone Oak Road in 2020. The City was awarded \$56,419.37 thru the LRIP Grant. Per the grant application paperwork, program objective is as follows:

The Local Roads Improvement Program (LRIP) was established in 1991 to assist local units of government in improving seriously deteriorating county highways, municipal streets in cities and villages, and town roads. The program is governed by s. 86.31, Wis. Stats., and ch. Trans 206.

LRIP is a reimbursement program, which may pay up to a maximum of 50% of total eligible project costs, with the balance of the eligible costs funded by the local unit of government. All projects are advertised, awarded, managed and contractors paid in full by the project recipient prior to submittal of the reimbursement request to Wisconsin Department of Transportation (WisDOT).

A summary of the costs from the attached State Municipal Agreement (SMA) is as follows:

PHASE		ESTIMATED COST			
		Total Estimated Cost	LRIP / State Funds	%	Municipal Funds
Engineering:	\$25,750.00				
Right-of-Way Acquisition:	\$0.00				
Construction:	\$283,250.00				
Total Eligible Costs:	\$309,000.00				
Total Ineligible Costs:	\$441,000.00				
TOTAL IMPROVEMENT COSTS:	\$750,000.00	\$56,419.37	7.5	\$693,580.63	92.5

Municipal Funds include ineligible costs

Because the Merrill Street resurfacing is part of Project 20-07, the overall estimated cost of Project 20-07 was included in the grant application. The maximum amount the City was eligible to receive under

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this grant was \$56,419.37. In order to receive the grant after the project is complete, the City is required to sign the attached SMA.

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

**2020 - 2021
Local Roads Improvement Program
State/Municipal Project Agreement**

Date:	December 13, 2019	Project ID:	39508802103
LRIP Project Number:	16347	FEIN Number:	396005431
County:	Brown	Appropriation:	27800
Municipality/County:	City of De Pere	Account:	8700140

On Route: Merrill St
(Road to be improved)
At Route: S Erie St
Toward Route: Lone Oak Rd

The signatory city, village, town or county, hereinafter called the MUNICIPALITY, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the STATE, enter into this agreement to accomplish the described project.

The authority for the MUNICIPALITY and the STATE to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Need for Improvement: Surface Aging

Improvement Type: Resurfacing

Proposed Improvement: Mill Existing Pavement. Other work includes adjust manholes, binder mat, pavement marking, sidewalk and storm sewer. Ineligible cost includes: sanitary sewer and water main.

Surface Type: 65 - Hot Mix Resurfacing (overlay) on Asphalt Pavement

Thickness	Travel Width (Per Lane)	Right Shoulder	Curb & Gutter	Left Shoulder	Curb & Gutter
1.75 in	12 ft 0 in	0 in	Y	0 in	Y
Estimated Costs		LRIP/State Funds		Municipal Funds (includes ineligible costs)	
Engineering:		\$25,750.00			
Right-of-Way Acquisition:		\$0.00			
Construction:		\$283,250.00			
Total Eligible Costs:		\$309,000.00			
Ineligible Improvement Costs:		\$441,000.00			
Total Improvement Costs:		\$750,000.00		\$56,419.37	
				\$693,580.63	

This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: Merrill Mechler-Hickson
Local Transportation Programs and Finance

12/16/2019
Date

Note:

Attachment: StateMunicipalAgreement_signed_16347_R2275_DE_PEREC (9404 : Consider and action on Local Road Improvement Program

**2020 - 2021
Local Roads Improvement Program
State/Municipal Project Agreement**

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
2. The construction of the improvement will be in accordance with the appropriate standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. The work, which is eligible for state participation will be administered by the Municipality/County. The authority for the state to delegate this responsibility is described in ch. Trans 206.
5. All contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of s.86.31 Wis. Stats. and all other municipal/county bidding requirements.
6. State financing will be limited to up to 50 percent (%) participation in eligible items or to the limit approved for the improvement - whichever is less.
7. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) fully reimbursed.
8. 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.
9. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the state and will furnish copies when requested.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000.
11. Federal Single Audits of Local Government Units:
 - a) The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
 - b) This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c) The Municipality/County will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the Department within ten (10) years of project closing.
12. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.
13. This agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
14. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennium.

Submitting this application indicates that the Requestor is authorized to conduct official business for the Municipality/County identified below and upon acceptance by the State shall constitute agreement between the Municipality/County and the State, subject to the terms and conditions above.

Municipality/County:	<u>De Pere</u>	County:	<u>Brown</u>
Head of Government/Designee Signature:	<u>Chase Kuffel</u>	Date:	<u>10/17/2019</u>
Print Name:	<u>CHASE KUFFEL</u>	Title:	<u>Assistant City Engineer</u>

Guidelines and Requirements

for the
Local Roads Improvement Program (LRIP)



2020-2021 Program Cycle

- Counties
- Towns
- Cities & Villages



Updated 09/05/2019

LRIP homepage is located at:

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/lrip.aspx>

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PROGRAM OVERVIEW

PROGRAM OBJECTIVE

The Local Roads Improvement Program (LRIP) was established in 1991 to assist local units of government in improving seriously deteriorating county highways, municipal streets in cities and villages, and town roads. The program is governed by [s. 86.31, Wis. Stats.](#), and [ch. Trans 206](#).

LRIP is a reimbursement program, which may pay up to a maximum of 50% of total eligible project costs, with the balance of the eligible costs funded by the local unit of government. All projects are advertised, awarded, managed and contractors paid in full by the project recipient prior to submittal of the reimbursement request to Wisconsin Department of Transportation (WisDOT).

The program has three entitlement components that provide funding for road improvements. Counties are eligible for funding through the County Highway Improvement (CHI) program, towns through the Town Road Improvement (TRI) program, and cities and villages through the Municipal Street Improvement (MSI) program. MSI consists of two components: cities and villages with populations less than 20,000 (MSILT) and cities and villages with populations equal to or greater than 20,000 (MSIGT).

In addition to entitlements, there are three discretionary components for counties, cities and villages, and towns to request funding for high-cost projects. Discretionary projects have additional eligibility requirements, are competitively reviewed and prioritized by committee and are approved by the WisDOT Secretary based on defined criteria and with a goal of fair geographic distribution in mind.

ACRONYMS

Following is an alphabetical list of acronyms commonly used in the LRIP program.

<u>Acronym</u>	<u>Definition</u>
ADT	Average Daily Traffic
BTLLRH	Bureau of Transit, Local Roads, Railroads and Harbors
CEF	Cost Effectiveness Findings
CHC	County Highway Commissioner
CHI	County Highway Improvement
CHID	County Highway Improvement Discretionary
CHIDC	County Highway Improvement District Committee
CMSIC	County Municipal Street Improvement Committee
CTRIC	County Town Road Improvement Committee
DNR	Wisconsin Department of Natural Resources
FDM	Facilities Development Manual
HMA	Hot Mix Asphalt
LRIP	Local Roads Improvement Program
LRIPWeb	Local Roads Improvement Program web application
LWM	League of Wisconsin Municipalities
MSI	Municipal Street Improvement

MSID	Municipal Street Improvement Discretionary
MSIGT	Municipal Street Improvement for cities and villages with a population greater than 20,000
MSILT	Municipal Street Improvement for cities and villages with a population less than 20,000
PASER	Pavement Surface Evaluation and Rating
SMA	State Municipal Project Agreement
SMSIDC	Statewide Municipal Street Improvement Discretionary Committee
STRIDC	Statewide Town Road Improvement Discretionary Committee
TRI	Town Road Improvement
TRID	Town Road Improvement Discretionary
UW-TIC	University of Wisconsin-Madison Transportation Information Center
WAMS	Web Access Management System
WCHA	Wisconsin County Highway Association
WHS	Wisconsin Historical Society
WisDOT	Wisconsin Department of Transportation
WISLR	Wisconsin Information System for Local Roads
WTA	Wisconsin Towns Association

GENERAL REQUIREMENTS

Following is a list of general requirements for the LRIP program. A Project Checklist ([Appendix P](#)) is also provided for assistance in managing the project, but is not a required document.

- All proposed improvements must comply with applicable federal, state and local laws, and program policy. The project roadway width must meet the minimum design standards and include both the traveled way and shoulder pursuant to [ch. Trans 204\(11\)](#) and [ch. Trans 205.03\(2\)](#).
- LRIP funding is only available for improvements on existing county highways, city and village streets, and town roads under the authority of the local unit of government pursuant to [s. 86.31 \(1\)\(f\), Wis. Stats.](#)
- A project is not eligible for LRIP funds if any other federal or state aid funds will be used on the project. However, the local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)
- The approved LRIP reimbursement amount cannot exceed 50% of the total eligible project costs.
- The proposed project must be included as part of the county or municipality road Improvement Plan (minimum of 2 years for towns, minimum 5 years for counties, cities and villages) pursuant to [ch. Trans 206.04 \(1\)](#), [ch. Trans 206.05 \(1\)](#), and [ch. Trans 206.06 \(4\)](#).
- An engineering certification is required when the total eligible costs are greater than \$65,000 pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#) Refer to the [Engineer's Certification](#) section and [Appendix R](#).
- All LRIP projects must have a 10-year design life pursuant to [s. 86.31\(1\)\(b\), Wis. Stats.](#) As a result, the same project location cannot be submitted more than once within a 10-year period.

- Paved roads with PASER pavement ratings of 1-6, or gravel roads with ratings 1-3, are considered “seriously deteriorating” and are eligible for LRIP funding. Paved roads with ratings 7-10, or gravel roads with ratings of 4-5, are considered “good” and are not eligible. Improvements to gravel roads with ratings of 4-5 that will be paved with asphalt or concrete are eligible for LRIP funding. WisDOT will not approve removing an existing asphalt road and replacing it with gravel. Refer to the PASER Rating Table included as [Appendix U](#).
- Improvements must be built to appropriate standards, unless an [Exception to Standards](#) has been requested and approved by WisDOT prior to construction pursuant to [ch. Trans 206.03\(13\)](#).
- If new bicycle and pedestrian facilities are included as part of a Reconstruction project, the project recipient is required to have a resolution authorizing the construction of these facilities pursuant to [s. 84.01\(35\), Wis. Stats.](#) A resolution is not required if removing or replacing existing facilities.
- WisDOT signs and emails an executed State Municipal Project Agreement (SMA) for each approved LRIP project to the project recipient, the clerk and the CHC. The project recipient must receive an SMA prior to advertising for the project.
- LRIP projects must be advertised for bids for two consecutive weeks in a newspaper pursuant to [s. 985.07\(2\), Wis. Stats.](#) and [s. 985.01\(1m\), Wis. Stats.](#) Refer to the [Advertising Requirements](#) section for additional information.
- LRIP projects must be let to contract to the lowest, responsible bidder. Towns, cities and villages may not use their own workforces or equipment on an LRIP project.

PROGRAM ADMINISTRATION

LRIP is managed by the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors (BTLRRH), but is administered by local units of government. The role of the County Highway Commissioner (CHC) is to serve as an administrative liaison between WisDOT and local units of government within their county, providing ongoing support throughout the duration of the project pursuant to [ch. Trans 206.03\(7\)](#).

CHC responsibilities include:

- Reviewing all project application information:
 - ✓ All application fields are completed correctly. Incomplete or inaccurate project applications should be returned to the project recipient for follow-up.
 - ✓ A 2-year (town) or 5-year (county, city or village) Improvement Plan has been submitted that includes the project location.
 - ✓ The project location is eligible according to program policy (i.e., the 10-year rule, pavement ratings and ADT counts).
 - ✓ The Improvement Type selected is appropriate given the proposed scope of work.
 - ✓ Terms & Conditions signed by the project recipient is included with the application.
- Convening and presiding over the County Town Road Improvement Committee (CTRIC).
 - ✓ The CHC cannot be a voting member of the CTRIC but may be included as a non-voting member.
 - ✓ Select CTRIC members and a committee chair and provide this information to WisDOT.
 - ✓ Assure that the CTRIC chair provides a list of approved projects and approved funding amounts.
 - ✓ Confirm that the CTRIC has not exceeded the entitlement funds, as identified in [Appendix G](#).

- ✓ Verify that the CTRIC has not exceeded the number of project applications allowed per the programming cap. Programming caps are identified in [Appendix H](#).
- ✓ Submit all project applications and CTRIC meeting minutes to WisDOT before midnight on January 15, 2020 pursuant to [ch. Trans 206.03\(3\)](#).
- Convening and presiding over the County Municipal Street Improvement Committee (CMSIC).
 - ✓ The CHC cannot be a voting member of the CMSIC but may be included as a non-voting member.
 - ✓ Select CMSIC members and a committee chair and provide this information to WisDOT.
 - ✓ Assure that the CMSIC chair provides a list of approved projects and approved funding amounts.
 - ✓ Confirm that the CMSIC has not exceeded the entitlement funds, as identified in [Appendix J](#).
 - ✓ Verify that the CMSIC has not exceeded the number of project applications allowed per the programming cap. Programming caps are identified in [Appendix K](#).
 - ✓ Submit all project applications and CMSIC meeting minutes to WisDOT by January 15, 2020.
- Ensure that all of the applications submitted for first-year funding do not exceed one-half of the county's funding allocation.
- Submit all project applications to WisDOT via LRIPWeb by January 15, 2020.
- Providing assistance to assure compliance with advertising requirements, if requested by the recipient.
- Conducting contract awards, if requested by the project recipient pursuant to [ch. Trans 206.04\(8\)\(b\)](#).
- Reviewing the Reimbursement Request submitted via LRIPWeb after the project recipient completes the project and the contractor(s) have been paid in full. Refer to the [Reimbursement Request Process](#) section for more detailed information regarding the required documentation.
 - ✓ Based on the documentation provided and knowledge of the project, confirm project compliance with all applicable laws, administrative policy, program rules, and contract bidding requirements. When everything is in order, sign and submit the Reimbursement Request to WisDOT via LRIPWeb.

PROJECT REVIEW

[Chapter Trans 206.03\(15\)\(d\)](#) requires that WisDOT review LRIP projects to ensure compliance with statutory requirements and program policy. A review may be conducted at any time from a sampling of projects to ensure compliance with the LRIP Guidelines & Requirements.

NONCOMPLIANCE AND APPEALS

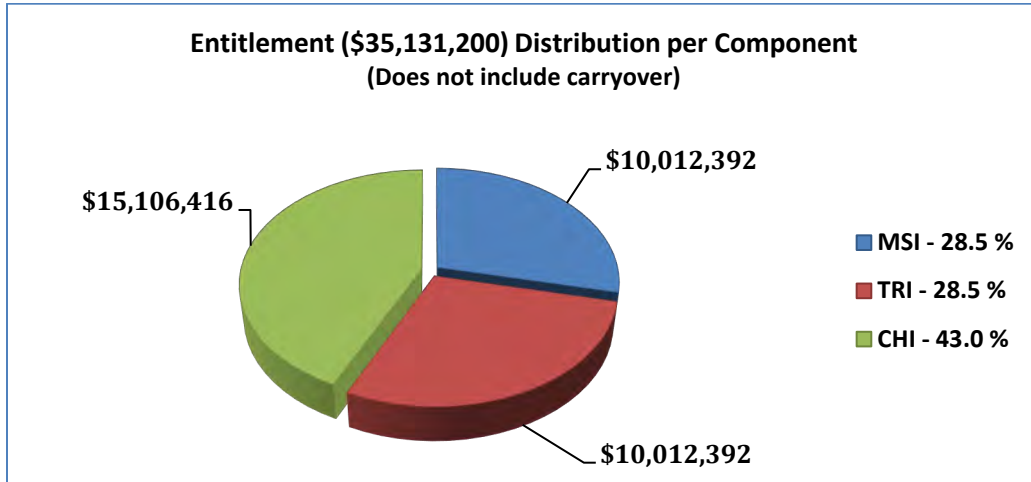
The LRIP program noncompliance and appeals process is identified in [Appendix T](#).

FUNDING DISTRIBUTION

LRIP is a biennial program that provides funding based on annual State budget appropriations. Approved project funds are available to local communities for three biennium (see [sunset policy](#)), with a combined 2020-2021 State Biennial Budget allocation of \$66,066,000 for this program cycle. Any unused funds within a biennium are carried over to the next biennium. Refer to Appendices F through L for a breakdown of funding allocations.

ENTITLEMENT DISTRIBUTION

Pursuant to [s. 86.31\(3\), Wis. Stats.](#), the statewide biennial entitlement level is \$35,731,200 and is distributed as follows: \$600,000 is allocated for Department of Natural Resources (DNR) environmental liaison positions, and the remaining \$35,131,200 is calculated and distributed to each component, with 43.0% of entitlement funds going to CHI, 28.5% to TRI, and 28.5% to MSI.



Pursuant to [ch. Trans 206](#), funding levels for each component are determined by the following:

County Highway Improvement (CHI) program funding levels are based 60% on population and 40% on county mileage. Each county is guaranteed a minimum of 0.5% of the total statewide CHI funding.

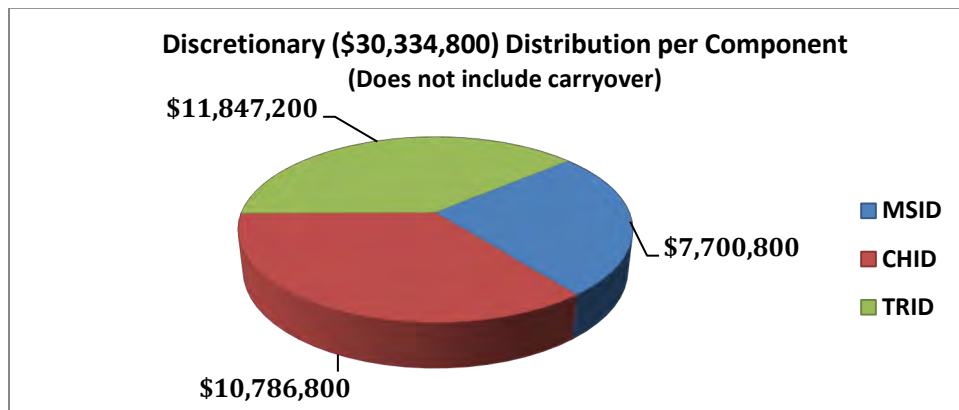
Town Road Improvement (TRI) program funding levels are based 100% on town mileage.

Municipal Street Improvement (MSI) program funding levels (consisting of MSILT and MSIGT) are based 50% on population and 50% on municipal mileage.

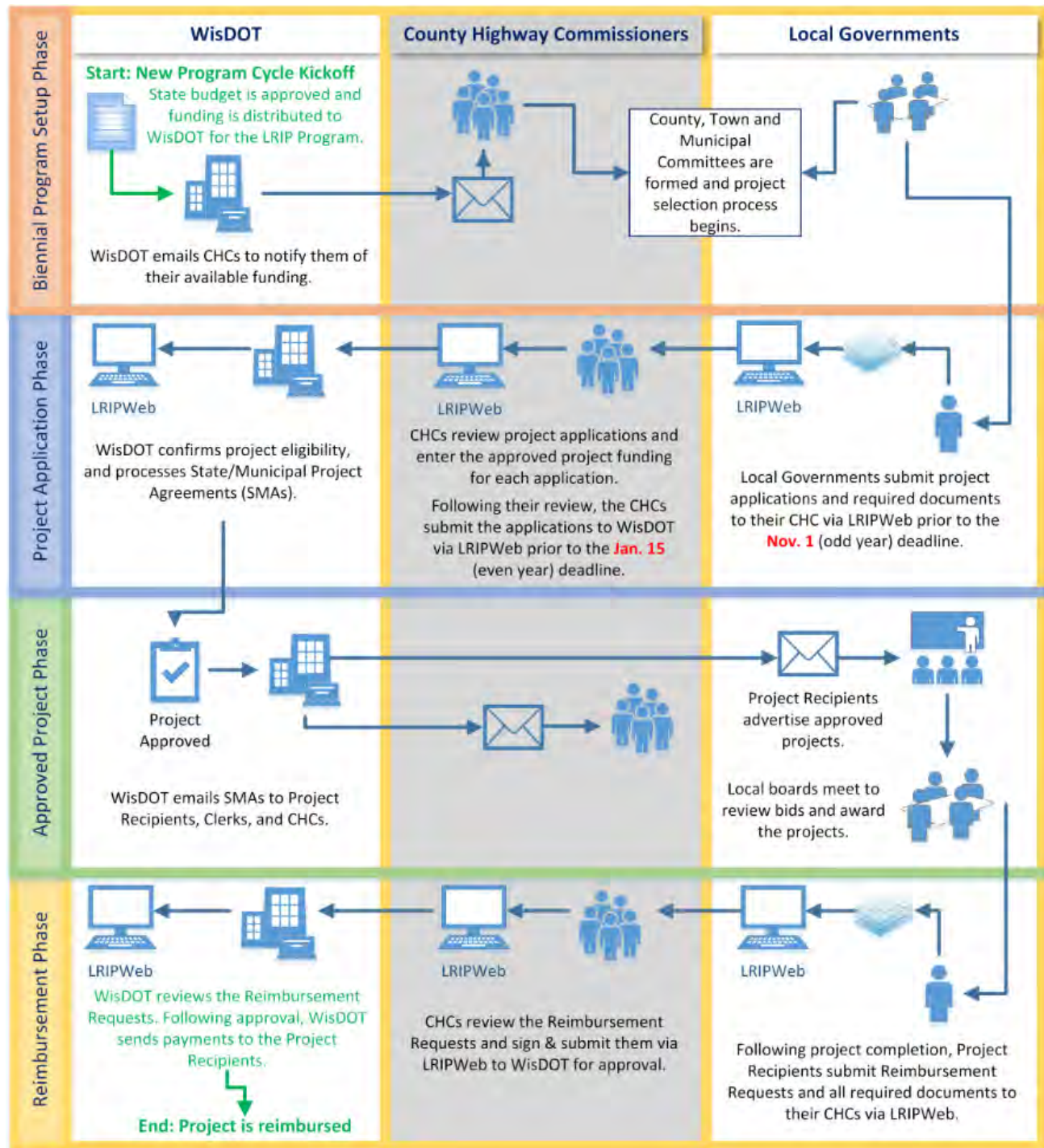
Note: For a community located in multiple counties, each county's portion of the community's population and mileage is applied to the primary county designation to determine the distribution of MSI funding.

DISCRETIONARY DISTRIBUTION

Pursuant to [s. 86.31\(3\), Wis. Stats.](#), the statewide biennial discretionary level is \$30,334,800 and is distributed to the County Highway Improvement Discretionary (CHID) program, Municipal Street Improvement Discretionary (MSID) program, and the Town Road Improvement Discretionary (TRID) program.



PROGRAM FLOWCHART



PROGRAM TIMELINE, ROLES & RESPONSIBILITIES

Schedule	Program Activity
July - August 2019	State of Wisconsin 2020-2021 biennial budget is approved. WisDOT receives funding for the first fiscal year of the biennium.
September 2019	WisDOT holds LRIP informational program kickoff workshops with County Highway Commissioners and MSIGT communities.
October 1, 2019	Deadline date for all committees (CHIDC, CTRIC, and CMSIC) to select members and chair.
November 1, 2019	County selects and prepares CHI and CHID project applications.
	Deadline date for CTRIC, CMSIC, and CHIDC committees to notify WisDOT of the name of the chair.
	Deadline date for CTRIC and CMSIC committees to meet, make project selections and forward entitlement and discretionary project applications to the CHC. MSIGT communities submit project applications to the CHC pursuant to ch. Trans 206.03(3) .
November - December, 2019	Counties submit CHID project applications to CHIDC.
December 1, 2019	WTA and LWM nominate discretionary committee members for the STRIDC and SMSIDC committees, that are then appointed by the WisDOT Secretary. Deadline to select the chairperson pursuant to ch. Trans 206.08(2)(c) .
January 15, 2020	Deadline date for CHC to submit all entitlement and discretionary applications to WisDOT pursuant to ch. Trans 206.03(3)(b) .
February 2020	WisDOT reviews all discretionary project applications, then submits them to the STRIDC and SMSIDC for evaluation.
March 1, 2020	Deadline for STRIDC to meet, establish a project selection process, and recommend projects to WisDOT Secretary for approval pursuant to ch. Trans 206.03(2)(b) . SMSIDC generally completes this process in April.
March 2020	WisDOT Secretary approves CHID, TRID, and MSID projects. Governor's office announces approved projects.
April 1, 2020	Target date that WisDOT emails SMAs to counties, towns, cities, and villages with approved projects using State FY 2020 funding.
July 1, 2020	WisDOT receives funding for the second fiscal year of the biennium.
July 15, 2020	Target date that WisDOT emails SMAs to counties, towns, cities, and villages with approved projects using State FY 2021 funding.

LRIPWEB

The Local Roads Improvement Program (LRIP) Web application, known as LRIPWeb, is an online application and program management tool used by LRIP program staff, County Highway Commissioners, and local government officials. All program documents, including LRIP Project Applications, State Municipal Project Agreements, and Project Reimbursement Requests are processed in LRIPWeb. Project recipients are able to view project information from current and past LRIP program cycles. The [LRIP webpage](#) has reference tutorials and instructional videos on use of the LRIPWeb application.

ACCESS TO LRIPWEB

A Wisconsin Web Access Management System (WAMS) ID is necessary to access LRIPWeb. The following link provides instructions for applying for a WAMS ID and the form necessary to request access to LRIPWeb.

<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/lrip.aspx>

Once approved, LRIPWeb users can access project information 24 hours a day, 7 days per week.

RECORDS RETENTION

All project records must be kept for 12 years from project closing. WisDOT will maintain all project documentation uploaded to LRIPWeb during the project application and reimbursement processes. The project recipient and CHC are responsible for maintaining all other records.

NEW BIENNIUM PROJECT APPLICATIONS

APPLICATION SUBMITTAL DEADLINE

All LRIP project applications must be entered and submitted for review to the CHC via LRIPWeb by **November 1, 2019**.

ENTERING AN APPLICATION

All LRIP project applications must be entered in LRIPWeb. Refer to the [LRIPWeb](#) section above regarding LRIP access information.

The following sections are provided for assistance when entering your project application.

FUNDING COMPONENT SELECTION

ENTITLEMENT COMPONENTS

There are three entitlement components that provide funding for local road improvements:

- **Counties** are eligible for funding through the County Highway Improvement or **CHI** program.
- **Towns** are eligible for funding through the Town Road Improvement or **TRI** program.
- **Cities and Villages** are eligible for funding through the Municipal Street Improvement or **MSI** program, which is comprised of two components:
 - ✓ Cities and villages with populations less than 20,000 are eligible for **MSILT** funding.
 - ✓ Cities and villages with populations equal to or greater than 20,000 are eligible for **MSIGT** funding.

DISCRETIONARY COMPONENTS

There are three discretionary components that provide funding for high-cost projects. Discretionary projects have additional eligibility requirements, are competitively reviewed, prioritized and approved by committee, and forwarded to the WisDOT Secretary for approval based on defined criteria and with a goal of fair geographic distribution in mind.

- **Counties** are eligible for funding through the **CHID** program.
- **Towns** are eligible for funding through the **TRID** program.
- **Cities and Villages** are eligible for funding through the **MSID** program.

Refer to the [CHID](#), [TRID](#) and [MSID](#) overview sections for additional information.

CHID OVERVIEW

The County Highway Improvement Discretionary program (CHID) targets high-cost county highway improvement projects that have a total project cost of \$250,000 or more pursuant to [s. 86.31\(3g\), Wis. Stats.](#) This statewide program provides an opportunity for significant, high-priority county trunk highway improvements at the Wisconsin County Highway Association (WCHA) district level.

Biennial funding available for CHID is allocated to each of the eight WCHA districts based on the existing County Highway Improvement Program (CHI) formula. Project recipients may receive a maximum state reimbursement of 50% of total eligible project costs.

Eligibility

Program eligibility criteria considerations:

- County road improvement projects must meet the general program requirements and address the selection criteria described under the CHID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the county's Improvement Plan (minimum of five years) pursuant to [ch. Trans 206.04 \(1\)](#), and [ch. Trans 206.05 \(1\)](#).
- An Engineer's Certification is required at reimbursement for all discretionary projects pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#)
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Application Process

Applications must be submitted to the WCHA district CHIDC for screening. Each district committee has a goal of fair distribution, allowing no more than one approved project per county. Once a county receives a CHID project, it is not eligible to receive another until every other county within the WCHA district has either received a project, or opted out of that project cycle.

CHID Selection Criteria

The CHID committees in each of the WCHA districts prioritize and select projects within their district for recommendation to the WisDOT Secretary. The eight district committees are made up of all county highway commissioners within the district ([see Appendix J](#)).

The four major criteria include, but are not limited to:

- Safety - Priority is given to projects that improve safety or correct an existing traffic hazard. Project applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information, such as the volume and type of traffic that supports the need for the safety improvement should also be submitted. The county should, prior to application, examine alternatives to reduce the safety hazard, other than reconstruction, including reducing speed limits or installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.
- Reconstruction - Reconstruction projects have a higher priority than resurfacing projects. Supplemental information should provide an explanation of type of reconstruction, main components and any information that distinguishes the project from a routine surface improvement project.
- High Traffic Volume - Priority is given to proposed improvements on routes with high traffic volume or heavy vehicle/truck travel. Relevant information on traffic volumes and type, proximity to public facilities, the reason why the county highway carries heavy volume or impacted population centers should be included with the application. A traffic study may be useful, but is not required.
- Multi-County Projects - Priority is also given to cooperative projects between two or more counties. These projects may include border roads between counties or multiple intersections with county roads.

Other factors that merit consideration include:

- Economic or job development in the area.
- A possible jurisdictional transfer between the town and county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that make the project unique.

Other criteria or factors may be selected and applied at the discretion of each district committee.

TRID OVERVIEW

The Town Road Improvement Discretionary program (TRID) targets high cost town road improvement projects with a total project cost of \$100,000 or more pursuant to [ch. Trans 206.035\(1\)](#). This discretionary program provides a statewide opportunity for significant, high-priority town road improvements.

Eligibility

Program eligibility criteria considerations:

- TRID project applications must include documentation used for district selection criteria.
- Town road improvement projects must meet the general program requirements and address the selection criteria described under the TRID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the town's Improvement Plan (minimum of 2 years) pursuant to [ch. Trans 206.06 \(4\)](#).
- It is important to correctly identify the improvement type on the application. Because project applicants compete for discretionary funds on a statewide basis and projects are selected for recommendation by STRIDC based upon information provided in the application, substitutions and changes are not permitted. If the project applicant is unable to complete the discretionary project as

approved by the committee, the funds will be returned to the TRID component and used for statewide competition in the next biennium.

- An Engineer's Certification is required at reimbursement for all discretionary projects pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#)
- Applications for either resurfacing or purchase of HMA only (including warm mix asphalt) projects are discouraged. These projects are unlikely to be recommended by the discretionary committee because they do not fit the selection criteria required of the discretionary program.
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Note: If the cost of the project is significant enough that it may use most or all of the statewide funding for the biennium, the project is unlikely to be funded.

Application Process

Discretionary applications submitted by towns are forwarded to the CTRIC for review, and then forwarded to the CHC. Discretionary supplemental justification emphasizing the four criteria of safety, reconstruction with heavy vehicle or high traffic volume, reconstruction with typical traffic and/or joint projects with other jurisdictions must be included with the application. Applications that do not include additional information will be returned. This information is limited to no more than five single-sided 8.5 x 11 size pages, including pictures.

Multiple applications may be submitted from a single county. The CTRIC must assign the ranking (first choice, second choice, etc.). While the STRIDC takes this ranking into consideration, their final decision is based on their independent evaluation of the applications.

Notification of projects selected by the STRIDC committee will not be announced until the WisDOT Secretary approves the recommendations. Until the announcement has been made, program staff is unable to provide information regarding selections or ranking of projects.

TRID Selection Criteria

The STRIDC consists of six Wisconsin Towns Association (WTA) district directors and six members at large nominated by WTA and appointed by the WisDOT Secretary, along with representatives from the Wisconsin Farm Bureau, the Great Lakes Timber Professionals Association and the Wisconsin Dairy Business Association. This group convenes to make TRID project recommendations. Nominees to the committee receive a letter from WisDOT confirming their selection. Policy prohibits STRIDC members from submitting projects during the term of their assignment on the committee. The committee has a goal of fair geographic distribution, but may, at their discretion, approve more than one project per county. The committee also has a goal to maintain as close to a 50% state/50% local match as possible.

The criteria for TRID selection pursuant to [ch Trans 206.08\(2\)\(a\)](#), in order of priority, are:

- **Safety** - The highest priority is given to projects that improve safety or correct an existing traffic safety hazard. Project applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information such as the volume and type of traffic which supports the need for the safety improvement should be submitted. Towns should have already examined any alternatives to reduce the safety hazard, other than reconstruction, such as reducing speed limits or installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.

- Reconstruction with heavy vehicle or high-volume traffic - High-priority improvements on roads damaged by or inadequate for high-volume and/or heavy traffic. Projects must be designed and completed to the appropriate improvement standard, and must include an adequate base, after accounting for current and anticipated traffic weight and volume. Relevant documentation included with the application should include traffic volumes and types, including the roadway's service to any new and expanding livestock or other agricultural facilities, forestry and existing or anticipated freight routes. The application should identify proximity to public facilities and/or population or economic centers. A traffic study may be useful, but is not required.
- Reconstruction with typical traffic - Supplemental information should provide an explanation of the reconstruction. Any information that distinguishes the project from a routine surface improvement project is appropriate. For example, what type of reconstruction will be done? If drainage is included, how will it be improved as part of the project?
- Multi-jurisdictional Projects - Joint projects between jurisdictions (towns working in cooperation with other towns, villages, cities, or the county). These projects may include town line roads, multiple intersections with county roads, or joint line roads between cities and villages with towns. However, TRID funds are available only to towns. It is necessary to select and identify on the application which town will be the project recipient for the project.

Other factors that merit consideration include:

- Economic or job development in the area.
- A possible jurisdictional transfer between the town and county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that will make the project unique.

Changes and Substitutions to TRID projects

Changes and substitutions are not allowed for TRID projects. Project applicants compete for discretionary funds on a statewide basis, and projects are selected for recommendation by the STRIDC and approved by the WisDOT Secretary based on information provided in the applications. If the project applicant is unable to complete the project as it was approved by the STRIDC, the funds will be returned to the appropriation for statewide competition in the next biennium.

MSID OVERVIEW

The Municipal Street Improvement Discretionary program (MSID) targets high cost municipal street improvement projects that have a total project cost of \$250,000 or more pursuant to [s. 86.31\(3r\), Wis. Stats.](#) The discretionary program continues to provide a statewide opportunity for significant, high-priority municipal street improvements.

Eligibility

Program eligibility criteria considerations:

- City and village street improvement projects must meet the general program requirements and address the selection criteria described under the MSID Selection Criteria section to be eligible for consideration under this program.
- Discretionary projects must be included in the city or village Improvement Plan (minimum of five years) pursuant to [ch. Trans 206.04 \(1\)](#).
- It is important to correctly identify the improvement type on the application. Because project applicants compete for discretionary funds on a statewide basis and projects are selected for

recommendation by SMSIDC based upon information provided in the application, substitutions and changes are not permitted. If the project applicant is unable to complete the discretionary project as approved by the committee, the funds will be returned to the MSID component and used for statewide competition in the next biennium.

- An Engineer's Certification is required at reimbursement for all discretionary projects.
- Applications for either resurfacing or purchase of HMA only (including warm mix asphalt) projects are discouraged. These projects are unlikely to be recommended by the discretionary committee because they do not fit the selection criteria required of the discretionary program.
- A project is not eligible if LRIP funds are to be used as the local match for federal aid projects or if federal aid funds are to be used as the local match for an LRIP project. However, local match can be provided by a federally recognized American Indian tribe or band using tribal funds pursuant to [s. 86.31\(4\), Wis. Stats.](#)

Note: If the cost of the project is significant enough that it may use most or all of the statewide funding for the biennium, the project is unlikely to be funded.

Application Process

Applications submitted by MSILT communities are forwarded to the CMSIC for review, and then forwarded to the CHC. The MSIGT communities forward applications to the CHC. Discretionary supplemental justification emphasizing the four criteria of safety, reconstruction, high traffic volume, and comprehensive planning must be included with the application. Applications that do not include additional information will be returned. This information is limited to no more than five single-sided 8.5 x 11 size pages, including pictures.

Multiple applications may be submitted from a single county. The CMSIC must assign the ranking (1st choice, 2nd choice, etc.). While the SMSIDC takes this ranking into consideration, their final decision is based on their independent evaluation of the applications.

Notification of projects selected by the SMSIDC committee will not be announced until the WisDOT Secretary approves the recommendations. Until the announcement has been made, program staff is unable to provide information regarding selections or ranking of projects.

MSID Selection Criteria

The SMSIDC consists of six League of Wisconsin Municipalities (LWM) members at large nominated by the LWM and appointed by the WisDOT Secretary. This group convenes to make MSID project recommendations. Nominees to the committee receive a letter from WisDOT confirming their selection. Policy prohibits SMSIDC members from submitting projects during the term of their assignment on the committee. The committee has a goal of fair geographic distribution, but may approve more than one project per county. The committee has a goal to maintain as close to a 50% state/50% local match as possible.

The four criteria established by the committee for MSID selection are listed in order of priority:

- Safety - The highest priority is given to projects that improve safety or correct an existing traffic safety hazard. Applicants should submit information detailing the hazard, accident history or risk factors. Other relevant information, such as the volume and type of traffic that supports the need for the safety improvement should also be submitted. The municipality should have already examined any alternatives to reduce the safety hazard, other than reconstruction, such as reducing speed limits, installing traffic signs/signals. Any other information concerning safety issues on public facilities in the area such as schools, parks, etc., may be included in the application.

- Reconstruction - Supplemental information should provide an explanation of the reconstruction. Any information that distinguishes the project from a routine surface improvement project is appropriate. For example, what type of reconstruction will be done? If drainage is included, how will it be improved as part of the project?
- High Traffic Volume - High-priority improvements on roads damaged by or inadequate for high-volume and/or heavy traffic. Relevant information on traffic volumes and type, proximity to public facilities, the reason the municipal street carries heavy volume, and what population centers the municipal street serves should be included with the application. A traffic study may be useful, but is not required.
- Comprehensive Planning - Considering impacts, projects must, to the extent possible, take into account the type of traffic appropriate to the project design. They should also consider other forms of transportation (i.e., bike, pedestrian, mass transit, airport, and rail). Project applicants should explain how this project contributes to an orderly movement of people “from here to there” and show how this project makes sense, given the traffic movement of the municipality and the available ways for that traffic to move. Why is this project the best solution to the movement of traffic?

Other factors that merit consideration include:

- Economic or job development in the area.
- Possible jurisdictional transfers between the municipality and the county.
- Distinct characteristics of the road, such as tourist sites, historic sites or any other factors that will make the project unique.

Changes and Substitutions to MSID projects

Changes and substitutions are not allowed for MSID projects. Project applicants compete for discretionary funds on a statewide basis, and projects are selected for recommendation by the SMSIDC and approved by the WisDOT Secretary based on information provided in the applications. If the project applicant is unable to complete the project as it was approved by the SMSIDC, the funds will be returned to the appropriation for statewide competition in the next biennium.

PROJECT IMPROVEMENT TYPES

PAVEMENT REPLACEMENT

Means structural improvement to the pavement structure or removal of the total thickness of all existing asphalt and concrete paving layers from an existing roadway and providing a new paved surface without changing the subgrade. It may include restoration of the base aggregate by adding more material before repaving or adding base aggregate open-graded with a drainage system. It generally involves no improvement in capacity or geometrics. Pavement replacement may include some elimination or shielding of roadside obstacles, culvert replacement, signals, pavement marking, signing and intersection improvements. Pavement replacement projects may require additional right-of-way.

RECONDITIONING

Means work in addition to resurfacing. Minor reconditioning includes pavement widening and shoulder paving. Major reconditioning includes improvement of an isolated grade, curve, intersection or sight distance problem to improve safety. Major recondition projects may require additional right-of-way.

RESURFACING

Means placing a new surface on an existing roadway to provide a better all-weather surface, a better riding surface and to extend or renew the pavement life. It includes pavement widening and shoulder paving (without changing the subgrade shoulder points). Generally, it involves no improvement in capacity or geometrics. Resurfacing may include some elimination or shielding of roadside obstacles, culvert replacements, signals, marking, signing and intersection improvements. Usually, no additional right-of-way is required; except possible minor acquisition for drainage and intersection improvements.

RECONSTRUCTION

Means total rebuilding of an existing highway to improve maintainability, safety, geometrics and traffic service. It is accomplished basically on existing alignment and major elements may include flattening of hills and grades, improvement of curves, widening of the roadbed and elimination or shielding of roadside obstacles. Normally, reconstruction will require additional right-of-way. It includes rebuilding both the pavement structure and subgrade. It also includes widening of urban streets to widen lanes or to add parking, bicycle accommodations or auxiliary lanes or adding sidewalks. Removing parking together with pavement replacement is in this category because this increases the traffic carrying capacity of the roadway without actually constructing new through travel lanes.

STRUCTURE

Rehabilitation (repair, restoration or replacement of the components of the existing structure including asphaltic surfacing or concrete overlays, as well as measures taken to correct safety defects) or replacement of an existing bridge.

PURCHASE HOT MIX ASPHALT ONLY (OPTION)

This option means the project recipient will be using their LRIP funds to purchase only the finished asphalt material from the awarded contractor. Paving and other operations will be done outside of the scope of the LRIP project. HMA Only projects must include estimated ineligible costs for material application.

PROJECT COSTS

ELIGIBLE LRIP PROJECT COSTS

- Items that are an integral part of the street and road construction, which may include feasibility studies, design, engineering, grading, base, paving, right-of-way acquisition or other related engineering costs pursuant to [ch. Trans 206.03\(9\)](#).
- The purchase of finished hot mix asphalt including the use of warm mix asphalt under the standard specifications for HMA.
- Cold mix asphalt or the engineered “cold, in-place recycling”, if the engineered process and specifications meet the 10-year design life requirement.
- Hot mix asphalt or the engineered “hot, in place recycling”, if the engineered process and specifications meet the 10-year design life requirement.

INELIGIBLE LRIP PROJECT COSTS

- New roads or improvements to alleys or parking lots, pursuant to [s. 86.31 \(1\)\(f\), Wis. Stats.](#)
- Maintenance costs including patching, single sealcoats, and grading to maintain gravel roads.

- Repairs made to a road considered in good condition due to installation of new or upgraded utilities.
- Utility costs including new installation or alteration of sanitary sewers and connections, storm sewer laterals, water, gas, electric, telephone, police, fire alarm facilities, parking meters, street signs, street lights and similar utilities pursuant to [ch. Trans 206.03\(9\)](#).
- The cost to develop improvement plans (2-year plan for towns, 5-year plan for counties, cities, and villages) pursuant to [ch. Trans 206.03\(9\)](#).
- The cost to advertise the project.
- The cost of the title or other associated fees to purchase real estate.
- The cost of gravel and hauling unless it includes the grading and shaping.
- The use of the local gravel stockpile.
- The cost to purchase cold mix asphalt only.
- The cost of parking lanes and driveway culverts.
- The cost of in-house engineering services.

Note: There may be exceptions to the list of eligible and ineligible improvements. To confirm eligibility, contact your CHC or the LRIP Program Manager.

PROJECT SELECTION COMMITTEES

Once project applications have been submitted to the CHC, the selection process commences as follows:

CHI projects are selected by the **CHC**.

TRI projects are selected by the County Town Road Improvement Committee (**CTRIC**).

MSILT projects are selected by the County Municipal Street Improvement Committee (**CMSIC**).

MSIGT projects are selected by the city or village.

CHID projects are selected by the County Highway Improvement District Committee (**CHIDC**).

TRID projects are reviewed and prioritized by the **CTRIC** and selected by the Statewide Town Road Improvement Discretionary Committee (**STRIDC**).

MSID projects are reviewed and prioritized by the **CMSIC** and selected by the Statewide Municipal Street Improvement Discretionary Committee (**SMSIDC**).

The following sections and [Appendix V](#) contain additional information about each of these committees.

(CTRIC) COUNTY TOWN ROAD IMPROVEMENT COMMITTEE

Each CTRIC will determine project recommendations for their county. The committee consists of no more than five town chairs or designees selected by all town chairs or designees in the county. The CHC may be included on the committee as a non-voting member.

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next 2-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish the criteria to be used during the TRI project selection process.

- Recommend TRI projects for funding.
- Ensure TRID applications are reviewed for eligibility, using the criteria for a discretionary project. Prioritize projects if multiple applications have been submitted.
- Submit all selected applications to the CHC via [LRIPWeb](#).

The CTRIC Chair is required to comply with the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene, preside over meetings, and perform administrative functions of the committee.
- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to the CHC.
- Provide a list of approved applications along with the funding amounts approved by the committee, to the CHC. The total funding amount must be within the county entitlement allocation identified in [Appendix G](#). (The minimum LRIP funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)
- Ensure the number of applications for submission to WisDOT is within the identified county programming caps (see [Appendix H](#)). The caps represent the number of towns in a county divided by two (plus one if the county has an uneven number of towns).
- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).
- Review TRID applications for eligibility using the criteria for a discretionary project. If the committee forwards multiple applications, the committee must rank them in priority order. Applications without supporting documentation should not be forwarded to WisDOT.
- Forward the TRI and TRID project applications to the CHC.

(CMSIC) COUNTY MUNICIPAL STREET IMPROVEMENT COMMITTEE

Each CMSIC will determine project recommendations for their county. The committee consists of no more than five chief executives or designees of villages and cities in the county. The CHC may be included on the committee as a non-voting member.

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next 2-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish the criteria to be used during the MSILT and MSID project selection process.
- Recommend MSILT and MSID projects for funding.
- Ensures MSID applications are reviewed for eligibility, using the criteria for a discretionary project. Prioritize projects if multiple applications have been submitted.

The CMSIC Chair is required to fulfill the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene, preside over meetings, and perform administrative functions of the committee.

- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to the CHC.
- Provide a list of approved applications along with the funding amounts approved by the committee, to the CHC. The total funding amount must be within the county entitlement allocation identified in [Appendix J](#). (The minimum funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)
- Ensure the number of MSILT applications for submission to WisDOT is within the identified county programming caps (see [Appendix K](#)). The caps represent the number of cities and villages in a county divided by two (plus one if the county has an uneven number of cities and villages).
- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).
- Ensure review of MSID applications for eligibility, using the criteria for a discretionary project. If the committee forwards multiple applications, the committee must rank in priority order. Applications without supporting documentation should not be forwarded to WisDOT and will be returned.
- Forward the MSILT and MSID project applications to the CHC.

(CHIDC) COUNTY HIGHWAY IMPROVEMENT DISTRICT COMMITTEE

In each Wisconsin County Highway Association (WCHA) district, there must be a County Highway Improvement District Committee (CHIDC). The committee consists of all county highway commissioners within the WCHA district boundaries (see map [Appendix S](#)).

The committee is required to:

- Select a committee chair by October 1, 2019 who will serve for the next two-year term, pursuant to [ch. Trans 206.06\(1\)\(b\)](#).
- Establish criteria to be used during the CHID project selection process.
- Recommend CHID projects for funding.
- Ensure CHID applications are reviewed for eligibility, using the criteria for a discretionary project.
- Review and approve any Cost Effectiveness Findings (CEF) for CHI and CHID projects prior to any work being performed and in the same construction year pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#), (See <http://www.legis.state.wi.us/statutes/Stat0086.pdf>)
- Review and approve requests for substitutions or savings transfers from previous program cycles.

The CHIDC Chair is required to comply with the following requirements by November 1, 2019, pursuant to [ch. Trans 206.06\(2\)](#):

- Inform WisDOT in writing of the name of the committee chair.
- Convene and preside over meetings and perform administrative functions of the committee.
- Forward the minutes from the committee meeting(s), which identify the chair, members and actions taken by the committee, to WisDOT.
- Provide a list of approved applications along with the funding amounts approved by the committee, to WisDOT. The total funding amount must be within the county entitlement allocation identified in [Appendix F](#). (The minimum funding allocation for a new project must be at least \$5,000 and minimum estimated project costs of \$10,000.)

- Ensure the applications submitted for FY 2020 funding do not exceed more than one-half of the biennial entitlement. The remaining applications must be submitted for FY 2021 funding (will receive State Municipal Project Agreement after July 1, 2020).

(STRIDC) STATEWIDE TOWN ROAD IMPROVEMENT DISCRETIONARY COMMITTEE

The STRIDC consists of six Wisconsin Towns Association district directors and six members at large, appointed by the WisDOT Secretary.

- Prior to the committee meeting, members will review each application. The meeting will be scheduled no later than February 2020.
- A STRIDC member may not serve on the committee if a TRID project has been submitted by their town.
- The committee meets, selects a chair, and sets up criteria to evaluate submitted projects. These criteria shall include, safety, reconstruction, traffic volume/type and multi-jurisdictional projects.
- The committee accomplishes a goal of fair geographic distribution by approving no more than one project per county.
- No later than March 1 of each even-numbered year, the committee recommends TRID projects for WisDOT Secretary's approval within the specified funding level.

(SMSIDC) STATEWIDE MUNICIPAL STREET IMPROVEMENT DISCRETIONARY COMMITTEE

The SMSIDC consists of six members of the League of Wisconsin Municipalities appointed by the WisDOT Secretary.

- Prior to the committee meeting, members receive a copy of each application to review from WisDOT. The meeting will be scheduled no later than February 2020.
- A SMSIDC member may not serve on the committee if an MSID project has been submitted by their community.
- The committee meets, selects a chair, and sets up criteria to evaluate submitted projects. These criteria shall include safety, reconstruction, traffic volume/type and multi-jurisdictional projects.
- The committee accomplishes a goal of fair geographic distribution by approving no more than one project per county.
- No later than March 1 of each even-numbered year, the committee recommends MSID projects for the WisDOT Secretary's approval within the specified funding level.

STATE MUNICIPAL PROJECT AGREEMENT (SMA)

Following project approval, the CHC applies the appropriate funding amount and submits the application to WisDOT where it is reviewed for eligibility and an executed State Municipal Project Agreement (SMA) is emailed to the project recipient, the clerk and the CHC. WisDOT's target date to process all approved FY 2020 funded projects is April 1, 2020, and FY 2021 funded projects by July 15, 2020.

Contracts awarded prior to WisDOT approval jeopardize LRIP reimbursement. All modifications to an approved project require WisDOT approval prior to awarding the contract.

EXCEPTION TO STANDARDS

The project recipient must confirm the project is built to appropriate standards or submit a written request for an Exception to Standards ([Appendix M](#)).

The request stating the reason(s) for the exception must be submitted to the WisDOT Local Program Project Engineer located in each regional office for review (refer to [Appendix N](#) for a contact list). Requests are approved at the discretion of the Chief of the Project Services Section in the statewide Bureau of Project Development and this process must be successfully completed prior to any construction. If an Exception to Standards is approved, WisDOT will provide a written notice within 30 days of receipt.

Without a written notice of the approved Exception to Standards from WisDOT, LRIP funds will be withdrawn from the project.

SUNSET POLICY

A funding sunset policy was implemented to ensure the timely use of program funds. All LRIP funds must be used within three biennia. All projects must be completed, contractor(s) paid in full and a Reimbursement Request submitted via the [LRIPWeb application](#) before the June 30th program cycle sunset date.

Projects with funding from multiple program cycles will remain approved but the funding will be reduced as the funding associated with older program cycle(s) sunsets.

Following is a current list of program cycles with the corresponding sunset date:

Program Cycle	Sunset Date
2016-2017	June 30, 2021
2018-2019	June 30, 2023
2020-2021	June 30, 2025

All funds not used by the sunset deadline are returned to the appropriation for redistribution in the next program cycle.

APPROVED PROJECT OPTIONS

The following options for project changes are available during the lifespan of an approved project.

PROJECT CHANGES

Project recipients are only allowed to modify an approved project's proposed improvement, improvement type, termini and LRIP funding amount. The On Route cannot be changed. No changes are allowed to TRID and MSID projects.

PROJECT SUBSTITUTIONS

Project recipients are allowed to substitute the existing On Route to a different On Route. Only one substitution is allowed per project. If the substituted project is not built, funds will be returned to the appropriation for redistribution in the next biennium. No substitutions are allowed for TRID and MSID projects. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

TRANSFER OF FUNDS

A project recipient can transfer funds from an existing project to another existing project. Transfer of funds is not allowed for TRID and MSID projects. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

FORFEIT OF FUNDS

If project recipients are unable to use the approved funds, forfeited funds can be used by another recipient within the same county to create a new project. Available forfeited funding will be applied by the CHC during the review and approval process. When performing this action, be aware that the original [sunset date](#) remains with the funds through the lifespan of the project.

PROJECT SAVINGS

If a reimbursement request results in project savings of \$3,000 or more, the funds can be reallocated to another project. Project savings less than \$3,000 are automatically used as carryover for the next biennium. A minimum of \$5,000 in LRIP project savings is required to create a new project.

Project savings for TRID or MSID projects may not be transferred to another project. The funds will be carried over to the next biennium.

ADVERTISING AND AWARD

ADVERTISING REQUIREMENTS

- The project recipient must receive a signed copy of the SMA from WisDOT prior to advertising.
- The advertised project must either be built to appropriate standards or have an approved Exception to Standards. Refer to the [Exception to Standards](#) section for more information.
- For help developing bid packages, specifications or advertisements, contact either the CHC, an engineering consultant, or the University of Wisconsin-Madison Transportation Information Center (UW-TIC). The UW-TIC has sample bid documents that can be adapted for individual use. Call Ben Jordan at the UW-TIC at 1-800-442-4615 for more information or sample documents.
- The project must be advertised in a newspaper.
- The program requires a Class 2 notice:
 - ✓ Pursuant to [s. 985.07\(2\), Wis. Stats.](#), “All notices designated as class 2 notices require 2 insertions.”
 - ✓ Pursuant to [s. 985.01\(1m\), Wis. Stats.](#), ““Insertion” when used to indicate the publication of a legal notice more than one time, means once each week for consecutive weeks, the last of which shall be at least one week before the act or event, unless otherwise specified by law.”
- Advertisement done via the internet, telephone, public posting or other means non-compliant with the statutory requirement.
- Pursuant to [ch. Trans 206.02\(17\)](#), an advertisement may pertain either to:
 - 1) An entire specific improvement project.
 - 2) One or more logical phases of a specific improvement including, but not limited to, a feasibility study, design engineering, grading, base, paving, and road finish materials such as hot mix asphalt.

Note: Once an advertisement has been published for either (1) a complete improvement project, or (2) one or more clearly defined, logical phases of a complete improvement project, it is not legally permissible for the project recipient to subsequently further split the advertised phase(s) of work between multiple contractors, due to the inherent violation of the LRIP competitive bid requirement pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) Award to the lowest bid shall align with the advertised phase(s).

- The advertisement should state that it is an LRIP project.

- The advertisement should identify the location(s) of the project.
- If the county includes local communities in their hot mix or warm mix asphalt paving bid, the bidding documents should specifically identify which project recipient(s) and locations are included in the county contract.

PURCHASE OF HOT MIX ASPHALT (HMA) ONLY

The purchase of Hot Mix Asphalt Only (this may include the purchase of finished warm mix asphalt under the HMA specifications) means the project recipient will be using LRIP funds to purchase ONLY the finished asphalt material from the contractor. All other project costs are ineligible.

- The county may advertise and award a contract for the county and/or the project recipient(s) located within the county for the purchase of hot mix asphalt, provided all of the following requirements are met:
 - ✓ Competitively bid and awarded to the lowest responsible bidder pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) and [s. 86.31\(2\)\(d\)\(4\), Wis. Stats.](#)
 - ✓ The project recipient pays the private contractor directly.
 - ✓ The county bidding documents specifically identify which project recipient(s) and locations are included in the county contract.
 - ✓ The county provides a copy of the affidavit of publication to the project recipient(s) that includes the dates of publication for reimbursement submittal to WisDOT.
 - ✓ The county provides a copy of the board meeting minutes to the project recipient(s) indicating the award of the contract to the lowest responsible bidder for reimbursement submittal to WisDOT.
- The 10% rule pursuant to [s. 86.31 \(6\)\(h\)\(3\), Wis. Stats.](#), which allows the home county to provide HMA, is not an eligible option for HMA Only projects.
- A county, town, city or village may purchase county manufactured asphalt from another county provided they participate through a competitive bidding process and provide a CEF approved by the local County Highway Improvement District Committee (CHIDC) pursuant to [s. 86.31\(2\)\(d\), Wis. Stats.](#)

AWARD REQUIREMENTS

- The contract must be awarded to the lowest “responsible” bidder pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#) Responsible bidder means a person who is financially responsible and has the capacity and competence to faithfully and responsibly comply with the terms of the public contract.

Note: Negotiated contracts for preliminary engineering (design), feasibility studies and real estate purchases are exempt from this requirement.
- Project recipients should establish guidelines and criteria for selecting bids prior to bid opening. Once established, bids may be deemed not “responsible” based on this criteria. Acceptable reasons for rejection may include bidder qualifications, excessive cost, timing, financial responsibility of the bidder, prior work done by the bidder, or other considerations that may affect the potential project. The reason(s) for rejection should be documented in the meeting minutes.
- The project recipient may readvertise the project if all of the submitted bids are considered not “responsible” or if no bids are received.
- A bid can be deemed as not “responsive” if the contractor modifies the bid from the original specifications. For example, if the specifications are for hot mix asphalt and the bid received is for cold mix asphalt, the project recipient would deem the bid as not “responsive”.

- If the project recipient decides to change the specifications for the project on or after the bid due date and prior to award, the project must be readvertised to allow all bidders an opportunity to provide revised pricing.
- If the county chooses to use their forces and equipment on an LRIP project, refer to the [Cost Effectiveness Finding \(CEF\)](#) section.
- Towns, cities or villages may not use their own work force or equipment on LRIP projects pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#)
- The project recipient is responsible to ensure that the improvement has been built to the specifications identified in the SMA. County road standards are found in [ch. Trans 205](#), “County Trunk Highway Standards” ([Appendix C](#)). Town road standards are found in [ch. Trans 204](#), “Existing Town Road Improvement Standards”, ([Appendix D](#)). Municipal street standards are found in the WisDOT Facilities Development Manual (FDM), [Chapter 11-20-1](#) ([Appendix E](#)).
- Counties, towns, cities and villages must abide by all environmental requirements pursuant to [ch. Trans 206](#). Contact information for the Environmental Liaisons at the Wisconsin Department of Natural Resources is included in [Appendix O](#). The liaisons will help scope the project, review the project design and explain pertinent environmental regulations.

CONTRACTING WITH A COUNTY

- A town, city or village that does not receive a responsible bid for an improvement may contract with their county for the improvement. In order for the county to do the work, all bids must have been rejected and considered not “responsible” or not “responsive,” pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#):
 - ✓ Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder.
- A town may award a contract to the county using the 10% rule pursuant to [s. 86.31\(6\)\(h\) Wis. Stats.](#) Subject to [s. 59.52\(30\) Wis. Stats.](#), criteria and procedures for contracting with a county for a town road improvement that includes all of the following:
 - ✓ A requirement that a written and sealed estimate of the cost of the improvement that includes the source of the estimate be prepared prior to the time set for the opening of bids for the improvement and not be opened until after the opening of all bids.
 - ✓ A requirement that all bids may be rejected and the contract awarded to a county for the improvement if the lowest bid exceeds the cost estimate under [s. 86.31\(6\)\(h\)\(1\) Wis. Stats.](#) by at least 10% and the town board notifies the two lowest bidders or, if only one bid was received.
 - ✓ A requirement that the amount of the contract with a county for the improvement be at least 10% below the lowest bid received for the improvement.
 - ✓ A provision that permits rebidding if the amount of the proposed contract with a county for the improvement is less than 10% below the lowest bid received for the improvement.
- A county may not perform work in another county unless one of the following applies:
 - ✓ A part of the project location is in the county doing the work and no part of the project goes beyond the adjacent county.
 - ✓ The project location is, wholly or in part, in a municipality that lies partially within the county doing the work.

REIMBURSEMENT REQUEST PROCESS

Once the project is complete and the contractor(s) have been paid in full, the project recipient should submit a reimbursement request via [LRIPWeb](#). Withstanding any issues, and following WisDOT approval and payment authorization, a project recipient should expect a reimbursement within 30 business days.

The following documentation is required to be submitted with your reimbursement request:

- A signed Affidavit of Publication that identifies the dates of publication, includes a copy of the actual advertisement and is compliant with the [Advertising Requirements](#). Refer to [Appendix Q](#).
- A copy of the board meeting minutes that indicate a list of contractors that provided bids, the bid amounts and the awarded contractor, even if only one bid is received. If the low bidder wasn't awarded the contract, the document should state the reasoning behind the award, based on pre-established guidelines and criteria for selecting bids.
- Contractor payment documentation should include the final invoice and any of the following; a check stub, payment voucher, or board meeting minutes indicating the approved final payment amount.

Note: If the LRIP project is part of a larger project, the documentation provided should indicate the award amount, invoiced amount and payment amount for the LRIP portion of the larger project.

- A stamped [Engineer's Certification](#), if required ([Appendix R](#)).
- An [Exception to Standards](#), if required ([Appendix M](#)).
- A Bicycle and Pedestrian Resolution, if required.
- Department of Natural Resources (DNR) and Wisconsin Historical Society (WHS) permits, if required. Refer to [Appendix O](#) for a listing of the DNR transportation liaison staff.
- If the CHC is submitting a reimbursement request on behalf of a project recipient, complete and upload form [DT2353](#) located on the LRIP webpage, to capture the project recipient's signature.

ENGINEER'S CERTIFICATION

An Engineer's Certification is required if the total eligible costs are greater than \$65,000 pursuant to [s. 86.31\(2\)\(e\), Wis. Stats.](#) As an example, a project with \$5,000 in engineering costs and \$62,000 in construction costs has a total eligible cost of \$67,000, and would require an engineering certification.

The certification must include the signature and stamp of a registered professional engineer, stating that the design, plans, and specifications were assembled with a 10-year design life criteria for the improvement, and that the design and construction were accomplished using current WisDOT specifications pursuant to [ch. Trans 206.03\(10\)\(b\)](#). Refer to [Appendix R](#) for a sample of an Engineer's Certification.

A certification is not a warranty of the performance of the improvement.

COST EFFECTIVENESS FINDING (CEF)

A CEF is required for CHI/CHID projects when the county will be completing a portion of the work with their own forces excluding projects that are Hot Mix Only. The county must demonstrate it is cost-effective for them to do the work and that competitive bidding is used for improvements.

- If the county chooses to use their forces and equipment on the project and complete a Cost Effectiveness Finding (CEF), the county must receive approval from the County Highway Improvement

District Committee (CHIDC) prior to bidding. The county should provide a memo to the CHIDC that includes detailed documentation demonstrating that the work will be cost effective.

- The county must receive approval from the CHIDC on proposed work on the project PRIOR to its being performed.
- In order for the county to receive all of their LRIP funding, they must let to competitive bid an amount at least equal to the CHI or CHID funds allocated and award to the lowest “responsible” bidder. The remaining costs for the county must be at least 50% of the improvement costs.
 - ✓ For example, if the total improvement estimated eligible costs (including work described in the CEF) are \$380,000 and the county LRIP allocation is \$180,000, the county must let a minimum of \$180,000 to contract and the county share is \$200,000.

Right-of-way acquisition, design contracts and in-house engineering may count as part of the costs detailed in the CEF value. The total CEF value plus the contracted amount must be at least twice the LRIP funding amount.

Ineligible costs:

Right-of-way acquisition and design contracts specifically related to projects associated to a CEF, may not be counted toward the **contracted** amount if they are not competitively bid.

Pursuant to [s. 86.31\(2\)\(b\), Wis. Stats.](#), (See <http://www.legis.state.wi.us/statutes/Stat0086.pdf>)

"Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder..."

Long-term contracts for asphalt purchases are ineligible. Contracts must be project specific. If an asphalt contract was negotiated three years ago, it is not project specific, and the county will be required to follow the letting process for their current CHI or CHID project.

A CEF is not required if a county is going to perform the work on a HMA Only project and is requesting up to 50% reimbursement of the cost of the HMA Only purchase.

CONTACT INFORMATION

COUNTY HIGHWAY COMMISSIONER

The CHC is an administrative liaison between WisDOT and project recipients within the county, and provides ongoing support throughout the duration of the project. Refer to the [Program Administration](#) section for more information.

LRIP PROGRAM MANAGER

The WisDOT Program Manager is responsible for all program related questions and requests for project changes.

Brad Basten, brad.basten@dot.wi.gov or (608) 266-0775

LRIP CONTRACT SPECIALIST

The Contract Specialist is responsible for all disbursements, including all reimbursement requests.

Joe Schneider, josephj.schneider@dot.wi.gov or (608) 266-9497

Mailing Address: Bureau of Transit, Local Roads, Railroads and Harbors
DTIM Local Roads Improvement Program
P.O. Box 7913
Madison, WI 53707-7913

APPENDIX A WISCONSIN STATUTE 86.31 LOCAL ROADS IMPROVEMENT PROGRAM

Updated 2017–18 Wis. Stats. Published and certified under s. 35.18. July 25, 2019.

15 Updated 17–18 Wis. Stats.

MISCELLANEOUS HIGHWAY PROVISIONS

86.31

any municipality having a population over 2,500 which has submitted its financial report form may amend it prior to May 1 or prior to May 15 if a written request for extension has been received by the department of revenue. Any amendments shall be submitted to the department of revenue. Any county or municipality which desires to amend its financial report form after May 15 shall submit an independent, certified audit to the department of revenue no later than August 15.

(d) Any county or municipality that desires to amend past-year cost reports shall submit an independent, certified audit to the department. Any county or municipality that desires to amend past-year financial report forms shall submit amendments to the department of revenue.

History: 1977 c. 29, § 9; 1979 c. 34, § 221; 1981 c. 20; 1983 a. 27, 192, 405; 1985 a. 29, 332; 1987 a. 27, 1389 a. 167; 1991 a. 39; 1995 a. 216; 1997 a. 106; 1999 a. 9.

86.305 Eligibility for transportation aids. The restriction of access to a street under s. 66.0429 (3) may not affect the eligibility of a city to receive any state transportation aids.

History: 1993 a. 113; 1999 a. 150 s. 672.

86.31 Local roads improvement program. (1) DEFINITIONS. In this section:

(a) “County highway improvement program district” means a group of counties established by the department by rule under sub. (6) (f).

(am) “County highway improvement program district committee” means a committee established by the department by rule under sub. (6) (f) consisting of all of the county highway commissioners from counties within a county highway improvement program district.

(ar) “Entitlement” means the amount of aid made available under sub. (3) for reimbursement within a county for the components specified in sub. (3) (a) 1. to 3.

(b) “Improvement” means a highway construction project with a projected design life of at least 10 years or a feasibility study of a highway construction project with a projected design life of at least 10 years.

(c) “Local roads” means county trunk highways, town roads, or streets under the authority of cities or villages.

(d) “Political subdivision” means a county, city, village or town.

(e) “Program” means the local roads improvement program.

(f) “Street” has the meaning given in s. 340.01 (64).

(2) **ADMINISTRATION.** (a) The department shall administer a local roads improvement program to accelerate the improvement of seriously deteriorating local roads by reimbursing political subdivisions for improvements. The selection of improvements that may be funded under the program shall be performed by officials of each political subdivision, consistent with par. (b) and the requirements of subs. (3), (3g), (3m), and (3r). The department shall notify each county highway commissioner of any deadline that affects eligibility for reimbursement under the program no later than 15 days before such deadline.

(b) Except as provided in par. (d), improvements for highway construction projects funded under the program shall be under contracts. Such contracts shall be awarded on the basis of competitive bids and shall be awarded to the lowest responsible bidder. If a city or village does not receive a responsible bid for an improvement, the city or village may contract with a county for the improvement. Subject to s. 59.52 (30), a town may contract with a county for the improvement subject to the criteria and procedures promulgated as rules under sub. (6) (h).

(c) Improvements consisting of feasibility studies funded under the program may be performed by political subdivisions or the department of transportation, including the making and execution of all contracts.

(d) County trunk highway improvements funded under the program, including the hauling and laying of asphaltic hot mix,

may be performed by county highway departments, subject to the following restrictions:

1m. The county highway department demonstrates that it is cost-effective for it to perform the work and that competitive bidding is to be used for improvements with an estimated total cost at least equal to the total funds allocated for its county trunk highway improvements under the program during the current biennium.

4. Contracts for the purchase of asphaltic hot mix shall be awarded on the basis of competitive sealed bidding.

5. Each county highway improvement program district committee shall do all of the following with respect to any work to be performed by any county highway department within the county highway improvement program district:

a. Review the proposed work and determine that it is cost-effective for the county highway department to perform the work.

b. Approve the proposed work prior to its being performed by the county highway department.

(c) The department of transportation may not require as a condition of reimbursement that the design and construction of any improvement with eligible costs totaling \$65,000 or less be certified by a registered professional engineer.

(h) A double seal coat project on a town road may be funded under the program if it has a projected life of at least 10 years, similar projects in the same geographic area have performed satisfactorily, and the county highway commissioner of the county in which the project is located approves the project's eligibility for funding.

(3) **ENTITLEMENT COMPONENT.** (a) Funds provided under s. 20.395 (2) (fr) shall be distributed under this subsection. For purposes of entitlement, the program shall consist of the following components:

1. County trunk highway improvements.

2. Town road improvements.

3. City and village street improvements.

(b) From the appropriation under s. 20.395 (2) (fr), the department shall allocate funds for entitlement as follows:

1. For county trunk highway improvements, 43 percent.

2. For town road improvements, 28.5 percent.

3. For city and village street improvements, 28.5 percent.

(c) Entitlements for each component under this subsection will be determined by a formula and calculated for each county, except that cities and villages with a population of 20,000 or more shall receive a proportionate share of the entitlement for city and village street improvements for the applicable county. No county may receive less than 0.5 percent of the total funds allocated to counties for county trunk highway improvements under par. (b) 1.

(3g) **COUNTY TRUNK HIGHWAY IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$5,127,000 in fiscal years 2014–15 to 2016–17 and \$5,393,400 in fiscal year 2017–2018 and each fiscal year thereafter, to fund county trunk highway improvements with eligible costs totaling more than \$250,000. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3m) **TOWN ROAD IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$5,732,500 in fiscal years 2011–12 to 2016–17 and \$5,923,600 in fiscal year 2017–18 and each fiscal year thereafter, to fund town road improvements with eligible costs totaling \$100,000 or more. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3r) **MUNICIPAL STREET IMPROVEMENTS — DISCRETIONARY GRANTS.** From the appropriation under s. 20.395 (2) (fr), the department shall allocate \$976,500 in fiscal years 2009–10 to 2016–17 and \$3,850,400 in fiscal year 2017–18 and each fiscal year thereafter, to fund municipal street improvement projects

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having total estimated costs of \$250,000 or more. The funding of improvements under this subsection is in addition to the allocation of funds for entitlements under sub. (3).

(3t) PAYMENTS RELATED TO ENVIRONMENTAL REVIEW OF LOCAL PROJECTS. Notwithstanding limitations on the amount and use of aids provided under this section, or on eligibility requirements for receiving aids under this section, and subject to any applicable interagency agreement between the department of transportation and the department of natural resources, the department of transportation may make a payment in each fiscal year to the department of natural resources to support 3.0 full-time equivalent positions in the department of natural resources related to the environmental review of local transportation projects. Notwithstanding sub. (3), any payment under this subsection shall be made from the appropriation under s. 20.395 (2) (fr) before making any other allocation of funds under sub. (3). After the department of transportation makes the payment under this subsection, the allocation of funds under sub. (3) shall be reduced proportionately to reflect the amount of the payment.

(4) REIMBURSEMENT FOR IMPROVEMENTS. All costs of an improvement funded under this section shall be the responsibility of the political subdivision. At the completion of an improvement, the political subdivision may apply to the department for reimbursement of not more than 50 percent of eligible costs in the manner and form prescribed by the department. Eligible costs for which no reimbursement is made by the department may be paid by the political subdivision from contributions of tribal funds received from federally recognized American Indian tribes or bands in this state.

(5) EXCEPTIONS. Nothing in this section prevents improvements under other highway aid programs if applicable.

(6) RULES. The department shall promulgate rules to implement and administer the program. The rules shall include all of the following:

- (a) Criteria for county administrative responsibilities.
- (b) Reallocation of any uncommitted funds, including a procedure to reallocate uncommitted funds between counties.
- (c) Formulas and procedures for entitlements and reimbursements for each program component under sub. (3) (a) 1. to 3.
- (d) Procedures for reimbursements for county trunk highway improvements under sub. (3g), for town road improvements under sub. (3m) and for municipal street improvements under sub. (3r).
- (e) Procedures for the selection and administration of improvements.
- (f) Procedures for the establishment, administration and operation of county highway improvement program districts and county highway improvement program district committees.
- (g) Specific criteria for making determinations of cost-effectiveness under sub. (2) (d) 5. a. and procedures for review by the department of disputes relating to whether proposed work to be performed by a county highway department is cost-effective for purposes of sub. (2) (d) 5. a.
- (h) Subject to s. 59.52 (30), criteria and procedures for contracting with a county for a town road improvement that includes at least all of the following:

1. A requirement that a written and sealed estimate of the cost of the improvement that includes the source of the estimate be prepared prior to the time set for the opening of bids for the improvement and not be opened until after the opening of all bids.
2. A requirement that all bids may be rejected and the contract awarded to a county for the improvement if the lowest bid exceeds the cost estimate under subd. 1. by at least 10 percent and the town board notifies the 2 lowest bidders or, if only one bid was received, the bidder to provide information on the accuracy of the cost estimate under subd. 1.
3. A requirement that the amount of the contract with a county for the improvement be at least 10 percent below the lowest bid received for the improvement.

4. A provision that permits rebidding if the amount of the proposed contract with a county for the improvement is less than 10 percent below the lowest bid received for the improvement.

(i) Authorization for a political subdivision to apply towards its eligible expenses for which reimbursement is not sought under sub. (4) contributions of tribal funds deriving from any source to the extent allowed under federal law.

History: 1991 a. 39, 269; 1993 a. 16, 437; 1997 a. 27; 1999 a. 9; 2001 a. 16; 2003 a. 33; 2005 a. 25; 2007 a. 20; 2009 a. 28; 2011 a. 32, 257; 2013 a. 49; 2015 a. 55; 2017 a. 59.

Cross-reference: See also ch. Trans 206, Wis. adm. code.

86.312 Local roads for job preservation program. (1) In this section:

(a) "Job" means an employment position providing full-time equivalent employment. "Job" does not include initial training before an employment position begins.

(b) "Local roads" means streets under the authority of cities or villages, county trunk highways or town roads.

(c) "Political subdivision" means any city, village, town or county.

(d) "Population" means the number of inhabitants in the previous year determined by the department of administration under s. 16.96 (2) for purposes of revenue sharing distribution.

(e) "Project" means the development, construction, repair or improvement of a local road.

(2) (a) The department shall administer a local roads for job preservation program to award grants to political subdivisions for any project that the department determines is necessary to support business and retain jobs in the vicinity of the local road. The department may award grants under this section for any costs related to a project, including costs of acquiring rights-of-way, planning, designing, engineering, and constructing a local road. The department may specify the pavement to be used in any project funded under this section for the purpose of enhancing the pavement life and cost-effectiveness of the project.

(b) The department may, upon application, award a grant to any political subdivision under this section for a project if the secretary determines all of the following:

1. That if the project is not completed, the political subdivision could lose a number of jobs equal to or greater than 5 percent of the population of the political subdivision, or that the project is necessary to retain jobs of one or more employer who employs at least 5 percent of the work force residing in the political subdivision.

2. That the political subdivision will provide the local share required under sub. (3).

(3) Each political subdivision that receives a grant under this section shall provide a local contribution toward the costs of the project in an amount equal to at least 20 percent of the cost of the project.

(4) (a) Except as provided in this subsection, grants under this section may be paid from the appropriations under ss. 20.395 (2) (fb) and (fz) and 20.866 (2) (uwz). Notwithstanding par. (b), the department may pay from the appropriation under s. 20.866 (2) (uwz) that portion of a grant that is intended to be used to acquire rights-of-way or to plan, design or engineer a project.

(b) 1. Except as provided in subds. 2. and 3., the portion of any grant awarded under this section for local road construction shall be paid from the appropriation under s. 20.395 (2) (fz).

2. Except as provided in subd. 3., if the portion of any grant awarded under this section for local road construction exceeds the amount of unencumbered funds under s. 20.395 (2) (fz), the department shall pay from the appropriation under s. 20.395 (2) (fb) the amount by which that portion exceeds the unencumbered funds available in the appropriations under s. 20.395 (2) (fz).

3. If the portion of any grant awarded under this section for local road construction exceeds the amount of unencumbered funds under s. 20.395 (2) (fb) and (fz), the department shall pay

APPENDIX B WI CHAPTER TRANS 206 LOCAL ROADS IMPROVEMENT PLAN

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DEPARTMENT OF TRANSPORTATION

Trans 206.02

Chapter Trans 206

LOCAL ROADS IMPROVEMENT PROGRAM

Trans 206.01 Purpose and scope.
 Trans 206.02 Definitions.
 Trans 206.03 Uniform provisions.
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 Trans 206.04 Municipal street improvement.

Trans 206.05 County highway improvement.
 Trans 206.06 Town road improvement.
 Trans 206.07 County highway improvement program districts and committees.
 Trans 206.08 Statewide town road improvement discretionary committee.

Trans 206.01 Purpose and scope. The purpose of this chapter is to interpret and administer procedures for assisting in the improvement of deteriorating local highways, streets and roads under s. 86.31 (6), Stats.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.02 Definitions. The words and phrases defined in s. 86.31 (1), Stats., have the same meaning in this chapter unless a different definition is specifically provided. In this chapter:

(1) "Administrative cost" means the county highway commissioner's staff and material costs to perform the county highway commissioner's duties to the county MSI program for cities and villages with a population of 20,000 or less, and the county TRI program, including the cost of conducting bid lettings for MSI projects in cities and villages with a population of 20,000 or less and for TRI projects.

(1m) "Annual allocation" means the annual amount of state funds available under the TRID component of the local roads improvement program to a town to make improvements with total project costs of \$100,000 or more to local town roads.

(2) "Annual entitlement" means the annual amount of state funds available under the local roads improvement program to a county, county town road improvement committee, county municipal street improvement committee, or city or village with a population of 20,000 or more to make improvements to the local roads.

(2m) "Biennial allocation" means the sum of the 2 annual allocations in a state biennium.

(3) "Biennial entitlement" means the sum of the 2 annual entitlements in a state biennium.

(4) "Chief executive" means the town board chairperson, village president, elected mayor or city manager.

(5) "Contract administration" means the preparing of or having plans prepared for the project, acquiring right of way, letting of bids and construction supervision of a local roads improvement program project.

(6) "Cost ceiling" means the maximum amount the state of Wisconsin will pay as its share of the local road improvement project under this chapter.

(7) "County board chairperson" has the meaning specified in s. 59.12, Stats.

(8) "County executive" has the meaning specified in s. 59.17, Stats.

(9) "County highway commissioner" has the meaning specified in s. 83.01, Stats.

(10) "County highway improvement" or "CHI" means the improvement projects on the county trunk system funded by the county highway improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(11) "County highway improvement plan" means a county's 5-year plan of improvements to the county trunk system which is

eligible to be funded from the county highway improvement component of the local roads improvement program.

(12) "County highway improvement program district" means a group of counties designated by the secretary of transportation under s. 86.31, Stats., to be a county highway improvement program district.

(13) "County highway improvement program district committee" means a committee consisting of not more than 5 county executives or designees or when there is no office of county executive, county board chairpersons or the chairperson's designee from counties within a county highway improvement district.

(14) "County municipal street improvement committee" or "CMSIC" means a committee of not more than 5 chief executives or designees of cities and villages with a population of less than 20,000 within the county responsible to select MSI projects within the county.

(15) "County town road improvement committee" or "CTRIC" means a committee of not more than 5 town chairpersons or designees from within the county responsible to select TRI projects within the county.

(16) "Department" means the department of transportation.

(17) "Eligible project" means one or more logical phases of a specific improvement including, but not limited to, a feasibility study, design engineering, grading, base, paving, and road finish materials such as hot mix asphalt.

(18) "Feasibility study" means the engineering and environmental studies for a specific section of a local road that will lead to a LRIP improvement project.

(19) "Local roads improvement program" or "LRIP" means the state entitlement program with county trunk highway, town road and municipal street entitlement components as established in s. 86.31, Stats., or the state allocation component separate from the entitlement program as established in s. 86.31 (3m), Stats.

(20) "LRIP project application" means a department of transportation form which describes the projects that may be funded with LRIP entitlements, or LRIP allocations under TRID, in the current state biennium.

(21) "Miles" means the number of miles of roads and streets as determined by the department of transportation under s. 86.302, Stats.

(22) "Municipal street improvement" or "MSI" means the improvement projects on the city and village street system funded by the municipal street improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(23) "Municipal street improvement plan" means a city or village's 5-year plan of improvements to the municipal street system eligible to be funded from the municipal street improvement component of the local roads improvement program.

(24) "PASER" means the pavement surface evaluation and rating process developed and taught by the transportation information center at the university of Wisconsin extension, Madison, WI 53706.

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(25) "Population" means the population of a political subdivision as determined in s. 86.33, Stats.

(26) "Project agreement" means a formal agreement between the state and a political subdivision which states the responsibilities of each of the parties to the agreement.

(27) "Recipient" means a county, county town road improvement committee, county municipal street improvement committee, or a city or village with a population of 20,000 or more, or a town under the TRID.

(28) "Secretary" means the secretary of the department of transportation.

(29) "State biennium" means a period from July 1 of every odd-numbered year through June 30 of the next odd-numbered year.

(30) "State fiscal year" means a period from July 1 through June 30.

(31) "Statewide town road improvement discretionary committee" or "STRIDC" means the committee appointed by the secretary responsible to recommend TRID projects for approval by the secretary.

(32) "Town road improvement" or "TRI" means the improvement projects on the town road system funded by the town road improvement entitlement component of the local roads improvement program as authorized under s. 86.31 (3), Stats.

(33) "Town road improvement discretionary" or "TRID" means the improvement projects on the statewide town road system funded by the town road improvement discretionary allocation component of the local roads improvement program as authorized under s. 86.31 (3m), Stats.

(34) "Town road improvement plan" means a town board's 2 or more year plan for improvements to the town road system eligible to be funded from the town road improvement component of the local roads improvement program.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (1), (19), (20) and (27), renum. (31) and (32) to be (32) and (34), cr. (1m), (2m), (31) and (33), Register, December, 1994, No. 468, eff. 1-1-95; am. (1), Register, October, 1997, No. 502, eff. 11-1-97; corrections in (7), (8) made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.

Trans 206.03 Uniform provisions. (1) ENTITLEMENT.

The local roads improvement program is an annual entitlement program for improvements to local roads. Biennially, an entitlement shall be made to each county, each CMSIC and CTRIC and to each city or village whose population is 20,000 or more. Entitlements to the recipient shall be determined as follows:

(a) Municipal street improvement for each CMSIC and for each city or village with a population of 20,000 or more: 50% of each county's, city's or village's, with a population of 20,000 or more, proportionate share of total miles of all city or village streets in the state and 50% of each county's, city's or village's, with a population of 20,000 or more, proportionate share of the total population of all cities and villages in the state.

(b) County highway improvement shall be 60% of each county's proportionate share of the state population and 40% of each county's proportionate share of total county trunk miles of all county trunk miles in the state; except no county's entitlement shall be less than one half of one percent (0.5%) of the total funds allocated to the counties under this chapter.

(c) Town road improvement shall be on each county's proportionate share of town road miles to all town road miles in the state.

(2) OPTION TO ACCUMULATE ENTITLEMENT UNTIL THE SECOND YEAR OF THE BIENNIUM. To permit maximum flexibility in the use of entitlements and use all entitlements in the biennium appropriated, a recipient may:

(a) Use the entitlement in the state fiscal year it is available.

(b) Accrue the annual entitlement until the second year of the state biennium rather than using it in the year it is available.

(c) Request approval, on the LRIP project application form, from the department to use the entire biennial entitlement in the first year of the biennium.

(3) COMMITMENT OF ENTITLEMENT. (a) No later than November 1 of each odd-numbered year, each recipient shall complete the LRIP project application form and send it to the appropriate county highway commissioner.

(b) No later than January 15 of each even-numbered year, the appropriate county highway commissioner shall send the department a copy of each LRIP project application submitted by each recipient in the county.

(c) Upon the approval of each LRIP project application by the department, the estimated cost of the project listed on the LRIP project application form shall be considered committed, and entitlement funds shall be reserved for the political subdivision with an approved LRIP project. A project agreement for each LRIP project shall be executed and received by the department no later than April 1 of the next odd-numbered year. If an executed project agreement is not received by April 1 of the next odd-numbered year, the commitment of state funds shall be withdrawn.

(4) UNCOMMITTED LRIP ENTITLEMENTS. (a) Any entitlements not committed by the recipient by November 1 of each odd-numbered year shall be available for use by other recipients.

(b) The first priority for uncommitted entitlements shall be for use by other recipients within the same county. The county highway commissioner of that county is responsible for determining if the uncommitted entitlement can be used within the county and which recipient will receive it.

(c) The second priority for any uncommitted entitlement that cannot be used within the county shall be for use within the county highway improvement program district. The county highway improvement district committee shall be responsible for determining if uncommitted entitlement can be used within the district and which recipient will receive it.

(d) On July 1 of each odd-numbered year, all uncommitted entitlements from the previous biennium shall be added to the LRIP appropriation for the current biennium and redistributed according to the distribution formula in s. Trans 206.03 (1).

(5) PAYMENT OF PROJECT COSTS. (a) The local roads improvement program is a reimbursement program. The political subdivision where the work is performed shall be responsible for payment of project costs. At the completion of the project, the political subdivision may apply to the department of transportation for reimbursement of eligible costs in accordance with the project agreement. Application for reimbursement shall be on forms prescribed by the department.

(b) If a project is the result of an agreement among more than one recipient, the project agreement shall identify one political subdivision as responsible for initial funding of the project and to whom the state shall reimburse eligible costs.

(6) ELIGIBLE PROJECTS. (a) Any improvement to the county trunk, town road or city or village street system shall be eligible for funding under this chapter provided the political subdivision has complied with the provisions of this chapter.

(b) The county, CTRIC or CMSIC, cities or villages with populations of 20,000 or more, or towns under the TRID, may enter into agreements with counties, other county MSI or TRI committees, other cities or villages with populations of 20,000 or more or towns under the TRID to participate in projects that meet the standards of the local roads improvement program.

(7) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. The county highway commissioner shall perform the following:

(a) Serve as the administrative contact between the department and all recipients in the county.

(b) No later than January 15 of each even-numbered year, report to the secretary or the secretary's designee, on the form in the manner prescribed by the department, the list of projects to be

developed or constructed under the CHI, TRI, TRID and MSI components of the LRIP in the current state biennium.

(c) Determine if uncommitted entitlements of a recipient in the county can be used by another recipient within the county.

(8) REIMBURSEMENT OF COUNTIES FOR ADMINISTRATIVE COSTS RELATED TO THE CMSIC AND THE CTRIC. (a) Counties shall be reimbursed for the costs of the administrative services provided by the county highway department to that CTRIC and CMSIC.

(b) For the years 1992 through 1995 of the local roads improvement program, 5% of each county's MSI entitlement for cities and villages with a population of less than 20,000 and 5% of each county's TRI entitlement shall be distributed to the county treasurer as reimbursement for the administrative costs of the MSI and TRI.

(c) Beginning with 1996, the percentage of each county's MSI entitlement for cities and villages with a population of less than 20,000 and county's TRI entitlement to be distributed to the county for administrative costs related to the MSI and TRI shall be reviewed with the county highway commissioner and the chairpersons of the county TRI and the MSI committees to determine an appropriate level of reimbursement. The county highway commissioner shall notify the department what percent level of reimbursement was selected as a result of the review. Until such notification is received, the level of reimbursement shall continue at 5%.

(9) ELIGIBLE LRIP PROJECT COSTS. Feasibility studies, design, right-of-way acquisition, any item which is an integral part of street and road construction, and related engineering costs are eligible costs. New installations or alterations of sanitary sewers and connections, water, gas, electric, telephone, police or fire alarm facilities, parking meters, street signs and similar utilities are not eligible costs. The cost to develop each county, municipality or town's improvement plan is not an eligible cost.

(10) CONTRACT ADMINISTRATION. (a) The political subdivision with the eligible project shall be responsible for contract administration of the project. If an eligible project is located in more than one political subdivision, the project agreement shall specify the political subdivision responsible for contract administration.

(b) The design and construction of all eligible projects with eligible costs totaling more than \$50,000 under this chapter shall be certified by a registered professional engineer.

(11) FINANCIAL PARTICIPATION. (a) The state shall provide a maximum of 50% of the total eligible project cost up to the cost ceiling specified in the project agreement. The remainder of the cost shall be provided by the political subdivision where the work is performed.

(b) The political subdivision's share may be in the form of cash, engineering or right of way.

(c) No entitlement shall be used as the local match for federal aid projects.

(d) No federal aid funds shall be used as the local match for an eligible project.

(12) PROJECT AGREEMENT. (a) Each eligible project which is funded under this chapter shall be the subject of a formal agreement between the political subdivision and the department. The secretary or the secretary's designee shall sign the project agreement for the department. The secretary or the secretary's designee's signature on the project agreement shall be the official acceptance of the terms of the agreement. When the project agreement is between the state and a county, the county executive or designee, or when there is no office of county executive, the county board chairperson or designee shall sign the project agreement for the county. When the project agreement is between the state and a town, village or city, the chief executive or designee of the political subdivision shall sign the project agreement for the political subdivision.

(b) Each project agreement must be signed by the department no later than April 1 of each odd-numbered year.

(c) The project agreement shall include, but is not limited to, the following items of information:

1. Name of the signatory political subdivision or, in the case of a joint project, the project agreement shall include the names of all the political subdivisions and county MSI or TRI committees participating in the project.

2. Statement of need for the project.

3. Description of the proposed work as approved by the CTRIC, STRIDC or CMSIC where appropriate and the intended construction year.

4. Cost estimate of the work.

5. Description of the cost participation of each party to the agreement, including the amount of the cost ceiling for preliminary engineering, real estate acquisition and construction.

6. Description of all special provisions and considerations that apply to the proposed project.

7. Signed statement by the county executive or designee, or when there is no office of county executive, the county board chairperson or designee, town, city or village's chief executive or designee certifying that the work will be done in accordance with all federal, state and local laws, rules, ordinances and standards.

8. A statement that the department will only participate in eligible construction projects which are actually constructed to the appropriate standards described in this chapter. The entire cost of construction projects not constructed, or not constructed to standards, is the responsibility of the political subdivision.

9. A statement that the political subdivision with the eligible project assumes all responsibility for complying with all germane environmental requirements for the improvement, and certifies that an environmental analysis was completed and that all applicable environmental laws were followed.

(13) EXCEPTION TO STANDARDS. (a) The secretary or the secretary's designee may authorize deviation from the standards in special cases in which strict application of the standards is impractical and deviation is not contrary to the public interest and safety, and in the case of eligible county projects is not contrary to the intent of s. 84.01 (9) (b), Stats.

(b) Any deviation in the standards shall be approved in writing by the secretary or the secretary's designee before any reimbursement payments are made.

(14) PROJECT SUBSTITUTION. When a recipient informs the department that an eligible project for which a CHI, TRI or MSI project agreement has been executed cannot be built, that recipient shall have the option of substituting another eligible project that can be constructed in the same time period. The parties shall then void the original project agreement and execute a new project agreement for the substitute project. This subsection does not apply to recipients of TRID allocations.

(15) DUTIES OF DOT. The department shall perform the following:

(a) Compute the annual and biennial entitlement for each county, each CMSIC and CTRIC and for each city or village with a population of 20,000 or more.

(b) Inform, by September 1 of each odd-numbered year, each county, each CTRIC and CMSIC, and the chief executive of each city or village with a population of 20,000 or more of their biennial entitlement by state fiscal year for the current state biennium.

(c) Maintain a financial record of each project agreement and any other information the department deems necessary.

(d) Review a sufficient number of projects to ensure that the program is functioning according to applicable state laws and rules.

(e) Encumber state funds for all approved project agreements.

(f) Prepare, by June 30 of each odd-numbered year, a report listing all completed projects under the local roads improvement program.

(g) Determine if proposed projects meet the criteria of this chapter.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (6) (b), (7) (b) and (14), Register, December, 1994, No. 468, eff. 1-1-95; the correction in (12) (c) 8, made under s. 13.93 (2m) (b) 12., Stats., Register, August, 1996, No. 488; am. (12) (c) 3., Register, October, 1997, No. 502, eff. 11-1-97.

Trans 206.035 Town road improvement discretionary provisions. (1) **ALLOCATION.** The TRID is an annual allocation for improvements to town roads in excess of \$100,000 total project cost. Biennially, selected allocations shall be made to towns. Allocations to the recipient shall be recommended by the STRIDC and approved by the secretary.

(2) Option to accumulate allocation until the second year of the biennium. To permit maximum flexibility in the use of allocations and use all allocations in the biennium appropriated, a recipient may:

(a) Use the allocation in the state fiscal year it is available.

(b) Accrue the annual allocation until the second year of the state biennium rather than using it in the year it is available.

(c) Request approval, on the LRIP project application form, from the department to use the entire biennial allocation in the first year of the biennium.

(3) **COMMITMENT OF ALLOCATION.** (a) No later than November 1 of each odd-numbered year, each applicant shall complete the LRIP project application form and send it to the appropriate county highway commissioner.

(b) No later than January 15 of each even-numbered year, the appropriate county highway commissioner shall send the department a copy of each LRIP project application submitted by each applicant in the county.

(c) Upon the approval of each LRIP project application by the department, the estimated cost of the project listed on the LRIP project application form shall be committed, and allocated funds shall be reserved for the political subdivision with an approved LRIP project. A project agreement for each LRIP project shall be executed and received by the department no later than April 1 of the next odd-numbered year. If an executed project agreement is not received by April 1 of the next odd-numbered year, the commitment of state funds shall be withdrawn.

(4) **UNCOMMITTED TRID ALLOCATIONS.** On July 1 of each odd-numbered year, all uncommitted allocations from the previous biennium shall be added to the TRID appropriation for the current biennium.

History: Cr. Register, December, 1994, No. 468, eff. 1-1-95.

Trans 206.04 Municipal street improvement.

(1) **DUTIES OF ALL CITIES AND VILLAGES.** Each city and village shall establish and maintain a 5-year municipal street improvement plan which identifies projects eligible to be funded under the MSI entitlement. The plan shall be based on sound traffic and pavement management principles. It shall include a priority list of needs and a 5-year schedule of improvements.

(2) **COUNTY MUNICIPAL STREET IMPROVEMENT COMMITTEES (CITIES AND VILLAGES WITH POPULATIONS OF LESS THAN 20,000).** (a) In each county there shall be a county municipal street improvement committee to select city and village street improvement projects for the municipal street improvement component of the local roads improvement program. The CMSIC shall consist of not more than 5 chief executives or designees of villages and cities in the county with populations of less than 20,000. The committee shall be selected by all the chief executives or designees of all the villages and cities in the county with a population of less than 20,000. The committee shall select a chairperson from its members.

(b) The selection of the CMSIC shall occur biennially, in the odd-numbered years, not later than October 1. The term of office for each county municipal street improvement committee member shall be 2 years, and shall be from October 1 of the current odd-numbered year to September 30 of the next odd-numbered year.

(c) In addition to the village or city chief executive committee members, each CMSIC may include as a non-voting member the county highway commissioner.

(3) **DUTIES OF THE CMSIC.** Each CMSIC committee shall perform the following:

(a) Send, no later than November 1 of each odd-numbered year, each LRIP project application form listing of all MSI projects planned for the current state biennium to the county highway commissioner.

(b) Determine, in a case where a proposed project under agreement cannot be built within the specified time frame, whether a substitute project should be put under agreement.

(c) Determine whether to enter into joint agreements with other recipients.

(4) **SELECTION AND DUTIES OF THE CHAIRPERSON OF THE CMSIC.** The chairperson of the CMSIC shall be selected by the members of the CMSIC no later than November 1 of each odd-numbered year. The duties of the chairperson shall include, but are not limited to, the following:

(a) Inform, by November 1 of each odd-numbered year, the secretary, in writing, of the name of the chairperson of the CMSIC.

(b) Convene the CMSIC when necessary.

(c) Preside over meetings of the CMSIC and perform all administrative duties required of the chairperson.

(5) **DUTIES OF A CITY OR VILLAGE WITH A POPULATION OF LESS THAN 20,000 WITH A MSI PROJECT.** Each city or village with a population of less than 20,000 with a MSI project shall perform the following:

(a) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each MSI project awarded to the city or village.

(b) Prepare all documents necessary to letting the LRIP project to competitive bid.

(c) Certify through the city or village's chief executive, at the time the city or village requests reimbursement, that the work funded under the municipal street improvement program entitlement was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(6) **DUTIES OF CITIES OR VILLAGES WITH A POPULATION OF 20,000 OR MORE.** Each city or village with a population of 20,000 or more shall perform the following:

(a) Administer the LRIP entitlement in accordance with this chapter.

(b) Send, no later than November 1 of each odd-numbered year, the LRIP project application form, listing all MSI projects planned for the current state biennium to the county highway commissioner.

(c) Prepare all documents necessary to letting the LRIP project to competitive bid.

(d) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each MSI project.

(e) Certify through the city or village's chief executive, at the time the city or village requests reimbursement, that the work funded under the municipal street improvement program entitlement was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(7) **CITIES OR VILLAGES IN MORE THAN ONE COUNTY.** (a) 1. Each city or village with a population of less than 20,000 and whose corporate limits extend into more than one county, shall select by September 1, 1992, which CMSIC it wishes to join. By

September 1, 1992, the city or village shall notify, in writing, the secretary and all the affected CMSICs and county highway commissioners, which CMSIC it will join.

2. Any city or village with a population less than 20,000 not selecting a CMSIC by September 15, 1992, shall be assigned to a CMSIC by the secretary.

(b) 1. Each city and village with a population of 20,000 or more and whose corporate limits extend into more than one county shall select by September 1, 1992, which county it wishes any of its uncommitted entitlement to be assigned. By September 1, 1992, the city or village shall notify, in writing, the secretary and all the affected county highway commissioners, which county it wishes to assign its uncommitted entitlement.

2. Any city or village with a population of 20,000 or more not selecting a county by September 15, 1992, shall be assigned to a county by the secretary.

(8) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. Each county highway commissioner shall perform the following:

(a) Convene and preside over the initial meeting of all the chief executives of villages and cities with populations of less than 20,000, to select the membership and chairperson of the CMSIC.

(b) Conduct contract lettings for the city or village with municipal street improvement projects upon the request of the city or village.

(9) STANDARDS. All municipal street improvement projects funded under this chapter shall be designed and constructed using the state standards as described in the department's facility development manual procedure 11-20-1 except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.05 County highway improvement.

(1) DUTIES OF THE COUNTY EXECUTIVE. Each county executive or designee, or where there is no office of county executive, the county board chairperson or the chairperson's designee shall perform the following:

(a) Establish and maintain a 5-year program of county trunk improvement projects eligible to be funded from the county highway improvement entitlement of the local roads improvement program. It shall include a priority list of needs and a 5-year schedule of improvements.

(b) Send, no later than January 15 of each even-numbered year, to the department the LRIP project application form listing the CHI projects planned in the current state biennium.

(c) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each project that will be constructed in the current state biennium as a county highway improvement project.

(d) Certify that the county trunk improvement projects selected meet the eligibility requirements of this chapter.

(e) Determine in a case where a proposed project under agreement cannot be built in the specified time frame, whether a substitute project should be put under agreement.

(f) Determine whether to enter into agreements with other recipients of the local roads improvements to jointly fund eligible local road improvement projects.

(2) STANDARDS. All county trunk improvement projects funded under this chapter shall be designed and constructed according to standards in ch. Trans 205 except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.06 Town road improvement.

(1) COUNTY TOWN ROAD IMPROVEMENT COMMITTEES. (a) In each county, there shall be a town road improvement committee that shall select improvement projects for the town road improvement component of local roads improvement program in the county.

(b) The CTRIC shall consist of no more than 5 town chairpersons or designees selected by all the town chairpersons or designees in the county, one of whom shall be designated as chairperson by the committee. The selection of each CTRIC shall occur biennially, in the odd-numbered years, not later than October 1. The term of office for each CTRIC member shall be 2 years, and shall be from October 1 of the current odd-numbered year to September 30 of the next odd-numbered year.

(c) In addition to the town chairperson members, each CTRIC may include as a non-voting member the county highway commissioner.

(2) DUTIES OF THE COUNTY TRI COMMITTEE. Each CTRIC shall perform the following:

(a) Submit, no later than November 1 of each odd-numbered year, to the county highway commissioner the LRIP project application form listing of TRI projects planned, and TRID project applications prioritized for the current state biennium.

(b) Determine in the case where a proposed TRI project under agreement cannot be built within the specified time frame whether a substitute TRI project should be put under agreement.

(c) Determine whether to enter into agreements with other recipients of the local roads improvement for the joint funding of eligible local roads improvement projects.

(3) SELECTION AND DUTIES OF THE CHAIRPERSON OF THE CTRIC. The chairperson of the CTRIC shall be selected by the members of the CTRIC no later than November 1 of each odd-numbered year. The duties of the chairperson shall include, but are not limited to, the following:

(a) Notify, no later than November 1 of each odd-numbered year, the secretary of the name of the chairperson of the CTRIC.

(b) Convene the CTRIC when necessary.

(c) Preside over the CTRIC and perform all administrative duties required of the chairperson.

(4) DUTIES OF THE TOWNS. Each town participating in TRI and TRID shall establish and maintain as a minimum, a 2-year plan of improvements to the town roads eligible to be funded under the TRI and TRID components. The plan shall be based on sound engineering and management principles and life cycle cost criteria such as, but not limited to, the PASER program model. It shall include a priority list of needs and a 2-year schedule of improvements.

(5) DUTIES OF TOWNS WITH A TRI OR TRID PROJECT. Towns with a TRI or TRID project shall perform the following:

(a) Execute, no later than April 1 of each odd-numbered year, an approved project agreement for each TRI project awarded to the town by the CTRIC or TRID project awarded to the town by the department.

(b) Prepare all necessary documents to let the LRIP project to competitive bid.

(c) Certify, by the town chairperson, at the time reimbursement is requested that the work was performed in accordance with all applicable federal, state and local laws, rules, ordinances and standards.

(6) DUTIES OF THE COUNTY HIGHWAY COMMISSIONER. The county highway commissioner shall perform the following:

(a) Convene and preside over the initial meeting of all town chairpersons to select the membership and chairperson of the town road improvement program committee.

(b) Conduct contract lettings for a town with a TRI or TRID project upon the request of the town.

(7) STANDARDS. All town road improvement projects funded under this chapter shall be designed and constructed using the state town road standards as described in ch. Trans 204, except as provided in s. Trans 206.03 (13).

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92; am. (2) (a) and (b), (4), (5) (intro.), (a), (6) (b), Register, December, 1994, No. 468, eff. 1-1-95.

Trans 206.07 County highway improvement program districts and committees. (1) COUNTY HIGHWAY IMPROVEMENT PROGRAM DISTRICT COMMITTEES. In each county highway improvement program district, there shall be a county highway improvement program district committee. The committee shall consist of no more than 5 county executives or the county executive's designee or when there is no office of county executive, county board chairpersons or the chairpersons' designee from counties in the district. The committee shall be chosen by all the county executives or the executive's designee or when there is no office of county executive, the county board chairperson or the chairperson's designee in the district. The committee members shall serve 2-year terms beginning October 1 of the odd-numbered years and ending September 30 of the next odd-numbered year. The secretary or designee shall serve as a non-voting member of each county highway improvement program district committee.

(2) DUTIES OF THE COUNTY HIGHWAY IMPROVEMENT DISTRICT COMMITTEE. The county highway improvement district committee shall perform the following:

(a) Establish criteria for the selection of CHI projects to be funded from uncommitted entitlements of member counties.

(b) Select, no later than January 15 of each even-numbered year, CHI projects to be funded from uncommitted entitlements from within the district from the member counties CHI project lists.

(c) Select, no later than October 1 of the odd-numbered years, the committee chairperson for the next 2 years.

(3) SELECTION AND DUTIES OF THE CHAIRPERSON OF THE COUNTY HIGHWAY IMPROVEMENT PROGRAM DISTRICT. (a) The chairperson of the county highway improvement program district committee shall be selected from the district committee members.

(b) Selection shall occur by October 1 of each odd-numbered year.

(c) The chairperson shall perform the following:

1. Preside over the meetings of the committee.
2. Convene a meeting of the committee as needed.

3. Convene and preside over a meeting of all county executives or county executives' designees or when there is no office of county executive county board chairpersons or the chairpersons' designees in the district, no later than October 1 of each odd-numbered year, for the purpose of selecting committee members and a chairperson for the next 2-year period.

(d) Inform in writing, no later than November 1 of each odd-numbered year, the secretary and all county executives or the county executives' designees or when there is no office of county

executive, county board chairpersons or the chairpersons' designees in the district of the committee membership.

(e) Inform the secretary and all county executives or county executives' designees or when there is no office of county executive, county board chairpersons or the chairpersons' designees in the district, no later than January 15 of each even-numbered year, of the committee's selection of projects in the district to be funded with the uncommitted entitlements of counties CMSIC, CTRIC, and municipalities with a population of less than 20,000 in the district.

(4) ELIGIBLE PROJECTS. Any improvement to the county trunk system in any of the counties within the county highway improvement program district is an eligible project, provided the county has complied with the provisions of the chapter pertaining to the county highway improvement component.

(5) SELECTED PROJECTS. A county trunk improvement project selected for funding under this chapter shall be constructed under the provisions of s. Trans 206.05. The county executive or county executive's designee or when there is no office of county executive the county board chairperson or county board chairperson's designee from the county of the selected project shall be responsible for the development and construction of the project and the certification that the project constructed complies with the provisions of the county highway improvement component.

Note: Forms can be obtained from the Wisconsin Department of Transportation, Division of Highways, P.O. Box 7916, Madison, WI 53707-7916.

History: Cr. Register, June, 1992, No. 438, eff. 7-1-92.

Trans 206.08 Statewide town road improvement discretionary committee. (1) There shall be one STRIDC. The committee shall consist of members appointed by the secretary and have geographically balanced representation. The committee members shall serve 2-year terms beginning October 1 of the odd-numbered years and ending September 30 of the next odd-numbered year. The secretary or designee shall serve as a non-voting member of each statewide town road improvement discretionary committee.

(2) The statewide town road improvement discretionary committee shall perform the following duties:

(a) Establish criteria for the selection of TRID projects. These criteria shall include, but are not limited to, safety, reconstruction, traffic volume and type, and multi-jurisdictional projects.

(b) Select, no later than March 1 of each even-numbered year, TRID projects to be funded statewide.

(c) Select, no later than December 1 of the odd-numbered years, the committee chairperson for the next 2 years.

History: Cr. Register, December, 1994, No. 468, eff. 1-1-95.

APPENDIX C WI CHAPTER TRANS 205 COUNTY TRUNK HIGHWAY STANDARDS

Published under s. 35.93, Wis. Stats., by the Legislative Reference Bureau.

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DEPARTMENT OF TRANSPORTATION

Trans 205.03

Chapter Trans 205

COUNTY TRUNK HIGHWAY STANDARDS

Trans 205.01 Purpose.
Trans 205.02 Definitions.
Trans 205.03 County trunk highway standards.

Trans 205.035 Use of alternative "3R" standards.
Trans 205.04 Exceptions to design standards.
Trans 205.05 Project review.

Note: Chapter Hy 34 as it existed on December 31, 1986 was repealed and a new chapter Trans 205 was created effective January 1, 1987.

Trans 205.01 Purpose. (1) Pursuant to s. 84.01 (9) (b), Stats., the department of transportation adopts these rules relating to projects for constructing or reconstructing and relating to processes incidental to building, fabricating or bettering a county trunk highway, but not relating to maintenance of a county trunk highway. Maintenance includes all those measures and activities necessary to preserve a highway, as nearly as possible, in the condition of its construction. Maintenance generally involves no change in horizontal alignment, roadway widths or grade.

(2) Any county trunk highway improvement project, on which construction is started after January 1, 1987, shall follow this chapter.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87.

Trans 205.02 Definitions. As used in this chapter:

(1) "Average daily traffic" or "ADT" means the average 24-hour traffic volume during a stated period divided by the number of days in that stated period; unless otherwise specified, the stated period is one year.

(2) "Bridge design load" means the maximum vehicle loading that a bridge is designed to accommodate without exceeding the allowable working capacity of any structural member or group or system of structural members.

(3) "Design speed" means the maximum safe speed that can be maintained over a specified section of highway when conditions are so favorable that the design features of the highway govern.

(5) "Functional classification" has the meaning set forth in ch. Trans 76.

Note: Chapter Trans 76 was repealed.

(6) "HS20" has the meaning set forth in the American association of state highway and transportation officials (AASHTO) standard specifications for highway bridges, 13th edition 1983, as amended by interim specifications—bridges 1984 and 1985, published by AASHTO.

Note: The AASHTO standard specifications for highway bridges are available from AASHTO, 444 North Capitol Street, N.W., Washington, D.C. 20001. Copies of the relevant portion of the AASHTO standard are on file at the offices of the department of transportation, secretary of state, and legislative reference bureau.

(6m) "Region director" means a Wisconsin department of transportation, division of transportation system development, region office director.

Note: The department of transportation region offices and addresses are as follows:

Northwest Region	Superior	1701 N. Fourth Street	Superior 54880
	Eau Claire	718 W. Clairemont Avenue	Eau Claire 54701
North Central Region	Rhineland	510 N. Hanson Lake Road	Rhineland 54501

	Wisconsin Rapids	1681 Second Avenue S.	Wisconsin Rapids 54495
Northeast Region	Green Bay	944 Vanderpennen Way	Green Bay 54304
Southwest Region	Madison	2101 Wright Street	Madison 53704
	LaCrosse	3550 Mormon Coulee Road	LaCrosse 54601
Southeast Region	Waukesha	141 NW Barstow Street	Waukesha 53188

(7) "Regional engineer" means a Wisconsin department of transportation division of highways central office design chief road design engineer.

(8) "Rehabilitation" means replacing a major structural element of an existing highway to extend its service life for a substantial period of years and to enhance safety.

(9) "Restoration" means returning an existing highway to an acceptable condition to extend its service life for a substantial period of years and to enhance safety.

(10) "Resurfacing" means installing new or additional layers of surfacing on existing highway pavement to extend its service life for a substantial period of years and to enhance safety.

(11) "Roadway" means the portion of a highway, including shoulders, for vehicular use.

Note: Under this definition, a divided highway has 2 or more roadways.

(12) "Shoulder" means that portion of a roadway that is contiguous to the traveled way and is used primarily for vehicle stopping in an emergency.

(13) "Traveled way" means the portion of the roadway designed for movement of vehicles, exclusive of the shoulders.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; renum. (7) to (9) to be (11) to (13), cr. (7) to (10), Register, February, 1992, No. 434, eff. 3-1-92; correction in (4) made under s. 13.92 (4) (b) 6, Stats., and renum. (4) to (6m) under s. 13.92 (4) (b) 1, Stats., Register February 2013 No. 686.

Trans 205.03 County trunk highway standards.

(1) The design standards for urban county trunk highway improvement projects shall conform with the applicable department of transportation criteria, and, if applicable, with the federal criteria for the class of highway involved. The minimum design standards for rural county trunk highway improvement projects shall be as set forth below for each of the rural county trunk highway functional classifications. The functional classification for a particular rural county trunk highway segment shall be that shown for the segment on the most current department of transportation rural functional system map prepared under ch. Trans 76 for local transportation aids purposes or, if applicable, on the most current federal aid system map.

Note: Chapter Trans 76 was repealed.

(2) The rural county trunk highway minimum design standards for each of the rural county trunk highway functional classifications are as shown in the following tables:

TABLE (a) – ARTERIALS*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET				BRIDGES***	
Design Class	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
A1	Under 3500	60**	24	6	36	HS20	36
A2	3500–7000	60	24	10	44	HS20	44
A3	Over 7000	65	24(2)	6 Left / 10 Right	40(2)	HS20	40

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**For design class A1 the desirable design speed is 60 mph, but a minimum design speed of 55 mph is acceptable.

***The full width of bridge approach roadways shall continue across all new bridges, except when a bridge is a major structure on which design dimensions are subject to individual economic studies because of high unit cost.

TABLE (b) – COLLECTOR*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET**					BRIDGES	
Design Class	Current ADT	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
C1	0-400		40	22-24	2-4	26-32	HS20	26-30
C2	400-750	Under 1500	50	22-24	6	34-36	HS20	28-30
C3		1500-3500	55	24	6	36	HS20	32-34***
C4		Over 3500	60	24	8	40	HS20	40***

*Minimum design standards for sight distance, horizontal alignment, and vertical alignment shall conform to the applicable department of transportation criteria.

**Where a range of widths is shown, the smaller number is the minimum width and the larger number is the maximum width eligible for federal or state project participation.

***Bridges in design classes C3 or C4 having a total length over 100 feet may be designed with a clear roadway width of 30 feet.

TABLE (c) – LOCAL*

TRAFFIC VOLUME		ROADWAY WIDTH DIMENSIONS IN FEET**				BRIDGES		
Design Class	Current ADT	Design ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway	Design Load	Clear Roadway Width in Feet
L1	0–250		40	20–22	2–4	24–30	HS20	24–28
L2	250–400		40	22	2–4	26–30	HS20	26–30
L3	400–750	Under 1500	50	22–24	6	34–36	HS20	28–30
L4		1500–3500	55	24	6	36	HS20	30–34***
L5		Over 3500	60	24	8	40	HS20	40***

**Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**Where a range of widths is shown, the smaller number is the minimum width and the larger number is the maximum width eligible for federal or state project participation.

***Bridges in design class L4 or L5 having a total length over 100 feet may be designed with a clear width of 30 feet.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87.

Trans 205.035 Use of alternative "3R" standards.

(1) The standards in s. Trans 205.03 shall be used for all county trunk highway improvement projects, unless a region director expressly authorizes, in writing, the use of the department's "Design Criteria for Resurfacing, Restoration, and Rehabilitation Projects," also known as "3R" standards, for a resurfacing, restoration, or rehabilitation project on an existing highway located in his or her region.

Note: Examples of improvement projects which may be appropriate for "3R" standards include: resurfacing highway pavement; grinding and repaving pavement joints; replacing or recycling pavement; widening lanes and shoulders; replacing bridge elements to correct structural deficiencies; bridge deck overlays; and other related improvements such as minor incidental subgrade work and correction of minor drainage problems.

(2) A region director may not authorize or approve the use of the department's "3R" standards for the construction of a new highway or for the complete reconstruction of an existing highway.

(3) A request to use the department's "3R" standards in lieu of the standards in s. Trans 205.03 may be submitted to a region di-

rector only by a county highway commissioner, or by a county highway commissioner's designee.

(4) A region director shall grant or deny a request to use the department's "3R" standards within 90 days after receiving a request.

(5) In determining whether to grant or deny a request to use the department's "3R" standards in lieu of the standards in s. Trans 205.03, a region director shall consider all of the following:

(a) Adequacy of design.

(b) Cost effectiveness.

(c) Safety improvement.

(d) Environmental impact.

(e) Social and economic impact, including dislocation or relocation of property owners.

(6) The rural county trunk highway minimum "3R" standards for roadway dimensions, by functional classification, and usable bridge widths are as shown in the following tables:

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Register February 2013 No. 686

is the date the chapter was last published.

TABLE (A) – ARTERIALS*

TRAFFIC VOLUME		Design Speed MPH	ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Design ADT		Traveled Way	Shoulder	Roadway
3RA1	Under 750	55	22**	3	28
3RA2	750–2 000	55	24	4	32
3RA3	Over 2000	55	24	6	36

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**A traveled way width of 24 feet is required on federally designated long truck routes and is desirable on state designated truck routes and non-designated routes where the current heavy vehicle (six or more tires) traffic volume is more than 10 percent of design ADT.

TABLE (B) – COLLECTORS AND LOCALS*

TRAFFIC VOLUME		Design Speed MPH	ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Design ADT		Traveled Way**	Shoulder	Roadway
3RC1	Under 750	55	20	3	26
3RC2	750–2000	55	22	4	30
3RC3	Over 2000	55	22	6	34

*Minimum design standards for sight distance, horizontal alignment and vertical alignment shall conform with applicable department of transportation criteria.

**A traveled way width of 24 feet is required on federally designated long truck routes and is desirable on state designated truck routes and non-designated routes where the current heavy vehicle (six or more tires) traffic volume is more than 10 percent of design ADT.

TABLE (C) – BRIDGE WIDTH*

DESIGN ADT	USABLE BRIDGE WIDTH IN FEET**
0–750	Traveled way
751–2000	Traveled way plus 2 feet
2001–4000	Traveled way plus 4 feet

Over 4000	Traveled way plus 6 feet
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*Bridge replacement or widening should be evaluated if the bridge is less than 100 feet long and the usable width is less than the values in the table.

**If lane widening is planned as part of the "3R" project, the usable bridge width should be compared with the planned width of the approaches after they are widened.

History: Cr. Register, February, 1992, No. 434, eff. 3-1-92; corrections in (1) to (5) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

Trans 205.04 Exceptions to design standards.

(1) After a region director has decided whether to use either the design standards in s. Trans 205.03 or the alternative "3R" standards in s. Trans 205.035, he or she may expressly authorize, in writing, exceptions to either of these standards, if federal or state funds are not used for the improvement project.

(2) Exceptions to either the design standards in ss. Trans 205.03 or 205.035 for improvement projects using federal or state funds must be approved in writing by a regional engineer and, when federal funds are used, by the division administrator of the federal highway administration.

(3) In determining whether to authorize exceptions to the construction standards in s. Trans 205.03 or the alternative "3R" standards in s. Trans 205.035, a region director shall consider all of the following:

- Adequacy of design.
- Cost effectiveness.
- Safety improvement.
- Environmental impact.
- Social and economic impact, including dislocation or relocation of property owners.

Note: "Exceptions to Standards" is located at the department's offices, in the Facilities Development Manual, procedure number 11-1-2.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; r. and rec. Register, February, 1992, No. 434, eff. 3-1-92; correction in (1), (3) (intro.) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

Trans 205.05 Project review. (1)

On or before December 1 of each year, each county highway commissioner shall file with the appropriate region director a report for the county certifying that any and all county trunk highway improvement projects for which funds were expended or obligated during that year conformed to the minimum standards established under s. 84.01 (9) (b), Stats. The certification shall be on forms prescribed by the department of transportation. All county trunk highway improvement projects shall be reviewed by the region director for compliance with the standards stated in s. Trans 205.03.

(2) If any county has not complied with the standards, the region director shall notify the county in writing stating the items which are noncomplying. When the noncomplying projects have subsequently been made to comply with the standards, the region director shall certify compliance on forms designated for this purpose by the department of transportation. If on July 1 of any year there are in a county any remaining non-complying projects that have not been made to comply as certified by the region director, those projects shall be reported by the department of transportation to the appropriate legislative committees.

History: Cr. Register, December, 1986, No. 372, eff. 1-1-87; corrections in (1), (2) made under s. 13.92 (4) (b) 6., Stats., Register February 2013 No. 686.

APPENDIX D WI CHAPTER TRANS 204 EXISTING TOWN ROAD IMPROVEMENT STANDARDS

Published under s. 35.93, Wis. Stats., by the Legislative Reference Bureau.

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DEPARTMENT OF TRANSPORTATION

Trans 204.03

Chapter Trans 204

EXISTING TOWN ROAD IMPROVEMENT STANDARDS

Trans 204.01 Purpose.
Trans 204.02 Definitions.

Trans 204.03 Town road standards.
Trans 204.04 Exceptions to standards.

Trans 204.01 Purpose. The purpose of this chapter is to establish uniform minimum design standards for the improvement of existing town roads, as required by s. 82.52, Stats.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92; correction made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.

Trans 204.02 Definitions. In this chapter:

(1) "Average daily traffic" or "ADT" means the total traffic volume during a stated period divided by the number of days in that stated period; unless otherwise specified, the stated period is one year.

(2) "Bridge rehabilitation" means the preservation or restoration of the structural integrity of an existing bridge as well as work to correct safety defects.

(3) "Bridge replacement" means building a new bridge to replace an existing bridge.

(4) "Design speed" means the maximum safe speed that can be maintained over a specified section of a highway when conditions are so favorable that the design features of the highway govern.

(5) "Improvement" means a town road construction project with a projected design life of at least 10 years.

(6) "Improvement level" means the type of construction improvement. It can range from resurfacing to complete reconstruction of a town road.

(7) "Load posted" means the placement of regulatory signs at a bridge indicating the safe load carrying capacity of the bridge.

(8) "Recondition" means work in addition to resurfacing, and includes pavement widening, shoulder paving, and improvement of an isolated grade, curve, intersection or correction of a sight distance problem to improve safety.

(9) "Reconstruction" means total rebuilding of an existing town road to improve maintainability, safety, geometrics and traffic service.

(10) "Resurfacing" means placing a new surface, exclusive of seal coating, on an existing roadway to provide a better all weather surface, a better riding surface, and to extend or renew the pavement life.

(11) "Roadway" means the portion of a highway, including shoulders, for vehicular use.

(12) "Shoulder" means the portion of a roadway that is contiguous to the traveled way and is used primarily for vehicular stopping in an emergency.

(13) "Traveled way" means the portion of the roadway designed for movement of vehicles exclusive of the shoulders.

(14) "Usable bridge width" means the clear width between curbs or rails, whichever is less.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

Trans 204.03 Town road standards. (1) The minimum design standards for each of the town road improvement levels are as shown in the following tables:

TABLE A—RECONSTRUCTION

TRAFFIC VOLUME			ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Current ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway
T1	Under 250	40	20	3	26
T2	250–750	50	22	4	30
T3	Over 750	55	24	6	36

TABLE B—RESURFACING AND RECONDITIONING

TRAFFIC VOLUME			ROADWAY WIDTH DIMENSIONS IN FEET		
Design Class	Current ADT	Design Speed MPH	Traveled Way	Shoulder	Roadway
TR1	Under 250	—	18	2	22
TR2	250–400	40	20	2	24
TR3	401–750	50	22	2	26
TR4	Over 750	55	22	4	30

Note: Examples of resurfacing and reconditioning improvements which may be appropriate for existing town roads include, but are not limited to, pavement rehabilitation; widening lanes and shoulders; replacing bridge elements to correct structural deficiencies; bridge deck overlays; bridge and culvert replacement; and other related improvements such as minor grading, subgrade work and correction of drainage problems.

(2) The geometry of the town road shall be designed to safely accommodate vehicles traveling at the design speed selected for the road improvement.

(3) The minimum design standards for existing town bridges are as shown in the following table:

TABLE C—EXISTING BRIDGES

CURRENT TRAFFIC VOLUME ADT	USABLE BRIDGE WIDTH
Under 400	Traveled way
400–750	Traveled way plus 1 foot each side
Over 750	Traveled way plus 2 feet each side

(4) Bridge replacement, rehabilitation or widening is required where a bridge is either load posted or has a usable width that is less than the traveled way width. Bridge replacement or widening should be evaluated if the usable bridge width is less than the values shown in Table C. If widening of the traveled way is planned as part of the town road improvement, the usable bridge width should be compared to the approaches after they are widened to determine whether or not bridge replacement or widening should be evaluated.

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.

Register March 2012 No. 675

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Trans 204.03

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(5) The minimum design standards for new bridges on town roads are as shown in ch. Trans 214.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

Trans 204.04 Exceptions to standards. The secretary or the secretary's designee may authorize deviation from the standards in this chapter in special cases in which strict application of the standards is impractical and in which deviation is not contrary to the public interest and safety.

History: Cr. Register, September, 1992, No. 441, eff. 10-1-92.

APPENDIX E WISDOT FACILITIES DEVELOPMENT MANUAL FDM 11-20-1

FDM 11-20 Attachment 1.1 Urban Streets Modernization Roadway Design Criteria for Posted Speed Limits of 40 mph or less

Urban Streets Modernization Roadway Design Criteria for Posted Speed Limits of 40 mph or Less

Functional Class	Design Year ADT Thresholds at Levels of Service C, D & E ¹				Design Basis	Roadway Criteria ^a							
	Scenarios	C ² LOS 4.0 ADTs (DHVs)	D LOS 5.0 ADTs (DHVs)	Middle E LOS 5.5 ADTs (DHVs)		Urban Design Class [Design Speed] (mph) ^a	Travel Lanes		Median Widths (feet)	Roadway (Face of Curb to Face of Curb) Width (feet) ^a			
							No.	Lane Widths (feet) ^e		No Parking ^{a,7}		Parking ^{a,7}	
										Range of Normal Widths ^a	Range of Widths including Bike Accommoda tions/ Lanes		Range of Normal Widths ^a
Locals	N/A	Low Volume Residential (0-250 ADT)		1a	[20-25]	1	12	No	N/A	N/A	28	N/A	
		Volume not a consideration		1b	[25-30(20)]	2	10-12 (9)	No	24-28 (22)	32-36 (30)	36-40 (32)	46-56 (44)	
Arterials and Collectors	N/A	≤ 4,500 ADT (660 DHV)		2a	[30-45]	2	11-12 (10)	No	34-36 (24)	34-36 (32)	46-48 (34)	48-56 (46)	
	Worst Best	6,500 (1086) 20,000 (2260)	7,500 (1170) 22,500 (2475)	8,000 (1216) 25,000 (2700)	2b	[30-45]	2	11-12 (10)	No	34-36 (24)	34-36 (32)	46-48 (34)	48-56 (46)
	Worst Best	16,000-(1888) 41,000 (4100)	17,500 (2048) 47,000 (4610)	18,000 (2088) 50,500 (4900)	3	[30-45]	4	11-12 (10)	No	48-60 (44)	56-60 (52)	68-72 (54)	70-80 (66)
	Worst Best	22,000 (2440) 41,500 (4110)	22,750 (2500) 47,000 (4610)	23,000 (2530) 51,000 (4950)	4	[30-45]	4	11-12 (10)	14-30 (6)	2 @ 26-28 (2 @ 24)	2 @ 30-32 (2 @ 28)	2 @ 36-38 (2 @ 29)	2 @ 37-42 (2 @ 35)
Arterials	Worst Best	35,500 (3660) 68,000 (6390)	37,500 (3790) 76,000 (7070)	38,500 (3850) 81,500 (7580)	5	[30-45]	6	11-12 (10)	14-30 (6)	2 @ 36-40 (2 @ 34)	2 @ 41-44 (2 @ 38)	2 @ 47-50 (2 @ 39)	2 @ 48-54 (2 @ 45)

Upper values are shown in **bold** and Lower values are shown in parentheses. Use of values below existing roadway dimensions are to be justified by completing environmental process, predictive safety and benefit/cost analyses.

APPENDIX F CHI ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program – Entitlements
County Highway Improvement Program (CHI)

County	Allocation	County	Allocation
Adams County	\$100,793.55	Marathon County	\$396,638.02
Ashland County	\$76,304.99	Marinette County	\$165,324.89
Barron County	\$159,867.05	Marquette County	\$95,718.42
Bayfield County	\$76,304.99	Menominee County	\$76,304.99
Brown County	\$513,053.50	Milwaukee County	\$1,514,996.94
Buffalo County	\$117,472.87	Monroe County	\$175,858.25
Burnett County	\$90,650.76	Oconto County	\$156,059.84
Calumet County	\$121,986.98	Oneida County	\$108,211.33
Chippewa County	\$248,118.01	Outagamie County	\$390,076.24
Clark County	\$144,956.34	Ozaukee County	\$184,477.38
Columbia County	\$196,674.95	Pepin County	\$76,304.99
Crawford County	\$76,304.99	Pierce County	\$140,398.75
Dane County	\$979,233.15	Polk County	\$169,089.04
Dodge County	\$302,441.84	Portage County	\$241,465.91
Door County	\$133,581.95	Price County	\$88,385.49
Douglas County	\$170,806.42	Racine County	\$352,127.47
Dunn County	\$197,839.96	Richland County	\$117,529.37
Eau Claire County	\$286,625.47	Rock County	\$312,649.40
Florence County	\$76,304.99	Rusk County	\$100,103.30
Fond du Lac County	\$277,490.74	Saint Croix	\$238,995.32
Forest County	\$76,304.99	Sauk County	\$190,703.16
Grant County	\$175,493.65	Sawyer County	\$95,387.54
Green County	\$141,402.46	Shawano County	\$153,513.36
Green Lake County	\$98,819.65	Sheboygan County	\$315,597.32
Iowa County	\$148,053.59	Taylor County	\$107,340.81
Iron County	\$76,304.99	Trempealeau County	\$134,385.31
Jackson County	\$102,238.21	Vernon County	\$133,220.17
Jefferson County	\$208,294.62	Vilas County	\$95,547.00
Juneau County	\$112,916.07	Walworth County	\$218,928.31
Kenosha County	\$337,250.98	Washburn County	\$84,854.30
Kewaunee County	\$98,528.91	Washington County	\$267,182.77
La Crosse County	\$270,004.67	Waukesha County	\$745,343.84
Lafayette County	\$108,760.86	Waupaca County	\$181,925.23
Langlade County	\$113,266.61	Waushara County	\$138,827.76
Lincoln County	\$126,685.68	Winnebago County	\$330,118.24
Manitowoc County	\$212,131.69	Wood County	\$214,135.73
		Total	\$15,260,997.32

Note: Funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY 2021 in the amount of \$300,000 for each fiscal year has already been set aside.

APPENDIX G TRI ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements			
Town Road Improvement Program (TRI)			
County	Allocation	County	Allocation
Adams County	\$175,801.33	Marathon County	\$281,598.52
Ashland County	\$126,422.58	Marinette County	\$236,942.75
Barron County	\$221,183.73	Marquette County	\$78,823.67
Bayfield County	\$276,558.56	Menominee County	\$13,013.53
Brown County	\$106,327.85	Milwaukee County	\$0.00
Buffalo County	\$81,288.71	Monroe County	\$146,560.29
Burnett County	\$186,289.25	Oconto County	\$232,039.75
Calumet County	\$61,966.82	Oneida County	\$206,482.80
Chippewa County	\$181,128.09	Outagamie County	\$154,247.00
Clark County	\$249,414.48	Ozaukee County	\$43,288.65
Columbia County	\$145,330.15	Pepin County	\$37,184.22
Crawford County	\$104,026.94	Pierce County	\$123,114.62
Dane County	\$242,244.03	Polk County	\$212,821.43
Dodge County	\$160,805.52	Portage County	\$163,004.50
Door County	\$119,279.21	Price County	\$158,824.92
Douglas County	\$195,827.55	Racine County	\$44,330.75
Dunn County	\$158,190.73	Richland County	\$100,894.23
Eau Claire County	\$98,550.32	Rock County	\$161,148.12
Florence County	\$60,355.86	Rusk County	\$125,506.29
Fond du Lac County	\$145,836.87	Saint Croix County	\$179,622.32
Forest County	\$119,852.88	Sauk County	\$167,179.23
Grant County	\$213,866.68	Sawyer County	\$167,599.95
Green County	\$114,911.63	Shawano County	\$179,367.37
Green Lake County	\$52,269.21	Sheboygan County	\$94,117.40
Iowa County	\$107,145.26	Taylor County	\$162,988.53
Iron County	\$84,093.14	Trempealeau County	\$123,716.95
Jackson County	\$156,611.63	Vernon County	\$167,693.94
Jefferson County	\$115,388.06	Vilas County	\$177,018.71
Juneau County	\$159,553.12	Walworth County	\$126,908.58
Kenosha County	\$13,740.11	Washburn County	\$144,676.83
Kewaunee County	\$76,978.50	Washington County	\$97,336.13
La Crosse County	\$63,644.68	Waukesha County	\$118,275.38
Lafayette County	\$111,058.70	Waupaca County	\$153,480.56
Langlade County	\$107,118.18	Waushara County	\$125,979.58
Lincoln County	\$121,723.54	Winnebago County	\$99,014.00
Manitowoc County	\$148,733.74	Wood County	\$144,307.17
		Total	\$9,812,626.31

Note: Funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY 2021 in the amount of \$300,000 for each fiscal year has already been set aside.

APPENDIX H TRI PROGRAMMING CAPS BY COUNTY

2020-2021 Local Roads Improvement Program					
Programming Caps by County (TRI)*					
County	Number of Towns	Programming Cap	County	Number of Towns	Programming Cap
Adams County	17	9	Marathon County	40	20
Ashland County	13	7	Marinette County	18	9
Barron County	25	13	Marquette County	14	7
Bayfield County	25	13	Menominee County	1	1
Brown County	13	7	Milwaukee County	0	0
Buffalo County	17	9	Monroe County	24	12
Burnett County	21	11	Oconto County	23	12
Calumet County	9	5	Oneida County	20	10
Chippewa County	23	12	Outagamie County	20	10
Clark County	33	17	Ozaukee County	6	3
Columbia County	21	11	Pepin County	8	4
Crawford County	11	6	Pierce County	17	9
Dane County	33	17	Polk County	24	12
Dodge County	24	12	Portage County	17	9
Door County	14	7	Price County	17	9
Douglas County	16	8	Racine County	5	3
Dunn County	22	11	Richland County	16	8
Eau Claire County	13	7	Rock County	20	10
Florence County	8	4	Rusk County	24	12
Fond du Lac County	21	11	Saint Croix County	21	11
Forest County	14	7	Sauk County	22	11
Grant County	33	17	Sawyer County	16	8
Green County	16	8	Shawano County	25	13
Green Lake County	10	5	Sheboygan County	15	8
Iowa County	14	7	Taylor County	22	11
Iron County	10	5	Trempealeau County	15	8
Jackson County	21	11	Vernon County	21	11
Jefferson County	16	8	Vilas County	14	7
Juneau County	19	10	Walworth County	16	8
Kenosha County	5	3	Washburn County	21	11
Kewaunee County	10	5	Washington County	12	6
La Crosse County	12	6	Waukesha County	11	6
Lafayette County	18	9	Waupaca County	22	11
Langlade County	17	9	Wausara County	18	9
Lincoln County	16	8	Winnebago County	15	8
Manitowoc County	18	9	Wood County	22	11

*The caps represent the number of towns in a county divided by two (plus one if a county has an uneven number of towns).

APPENDIX I MSIGT ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements		
Municipal Street Improvement Program (MSIGT)		
County	City/Village	Allocation
Brown	City of De Pere	\$56,419.37
Brown	City of Green Bay	\$230,246.44
Dane	City of Fitchburg	\$66,106.87
Dane	City of Madison	\$489,089.51
Dane	City of Middleton	\$42,504.46
Dane	City of Sun Prairie	\$75,963.43
Douglas	City of Superior	\$82,575.33
Eau Claire	City of Eau Claire	\$170,894.55
Fond Du Lac	City of Fond Du Lac	\$96,588.26
Jefferson	City of Watertown	\$59,518.95
Kenosha	City of Kenosha	\$196,058.29
Kenosha	Village of Pleasant Prairie	\$59,084.08
La Crosse	City of La Crosse	\$110,328.27
Manitowoc	City of Manitowoc	\$81,768.98
Marathon	City of Wausau	\$102,192.02
Milwaukee	City of Franklin	\$86,622.36
Milwaukee	City of Greenfield	\$70,994.45
Milwaukee	City of Milwaukee	\$1,015,897.24
Milwaukee	City of Oak Creek	\$78,655.34
Milwaukee	South Milwaukee	\$40,591.05
Milwaukee	City of Wauwatosa	\$95,957.46
Milwaukee	City of West Allis	\$113,107.52
Outagamie	City of Appleton	\$168,409.50
Ozaukee	City of Mequon	\$85,746.64
Portage	City of Stevens Point	\$68,959.76
Racine	City of Racine	\$150,455.20
Racine	Village of Caledonia	\$70,569.28
Racine	Village of Mount Pleasant	\$65,776.42
Rock	City of Beloit	\$86,575.72
Rock	City of Janesville	\$162,071.22
Sheboygan	City of Sheboygan	\$105,375.54
Washington	City of West Bend	\$71,980.41
Washington	Village of Germantown	\$58,463.95
Waukesha	City of Brookfield	\$114,233.10
Waukesha	City of Muskego	\$68,844.90
Waukesha	City of New Berlin	\$107,899.42
Waukesha	City of Waukesha	\$147,401.80
Waukesha	Village of Menomonee Falls	\$102,075.57
Winnebago	City of Neenah	\$63,548.08
Winnebago	City of Oshkosh	\$140,699.86
Total		\$5,260,250.60

Note: Allocations are adjusted to include carryover funding and the allowance for 3.0 FTE DNR single point of contact positions in the amount of \$300,000 for each fiscal year.

APPENDIX J MSILT ENTITLEMENT ALLOCATIONS

2020-2021 Local Roads Improvement Program - Entitlements Municipal Street Improvement Program (MSILT)			
County	Allocation	County	Allocation
Adams County	\$9,349.64	Marathon County	\$165,667.17
Ashland County	\$30,357.79	Marinette County	\$57,298.97
Barron County	\$66,392.45	Marquette County	\$14,314.05
Bayfield County	\$12,715.93	Menominee County	\$0.00
Brown County	\$259,039.18	Milwaukee County	\$257,546.91
Buffalo County	\$21,660.33	Monroe County	\$61,753.64
Burnett County	\$11,546.32	Oconto County	\$31,152.27
Calumet County	\$79,567.18	Oneida County	\$22,565.43
Chippewa County	\$101,493.45	Outagamie County	\$112,833.48
Clark County	\$45,036.55	Ozaukee County	\$111,965.88
Columbia County	\$84,850.79	Pepin County	\$9,155.10
Crawford County	\$35,876.77	Pierce County	\$68,111.38
Dane County	\$300,479.09	Polk County	\$52,481.44
Dodge County	\$123,519.01	Portage County	\$55,080.46
Door County	\$41,186.43	Price County	\$18,684.64
Douglas County	\$21,892.43	Racine County	\$94,803.95
Dunn County	\$57,174.14	Richland County	\$21,229.05
Eau Claire County	\$28,988.40	Rock County	\$52,390.32
Florence County	\$0.00	Rusk County	\$22,299.34
Fond du Lac County	\$48,905.60	Saint Croix County	\$108,450.67
Forest County	\$7,855.90	Sauk County	\$103,311.38
Grant County	\$91,302.87	Sawyer County	\$13,106.22
Green County	\$57,641.74	Shawano County	\$47,312.15
Green Lake County	\$30,042.04	Sheboygan County	\$78,915.47
Iowa County	\$40,231.15	Taylor County	\$20,879.54
Iron County	\$9,371.23	Trempealeau County	\$45,203.95
Jackson County	\$19,198.53	Vernon County	\$37,403.49
Jefferson County	\$89,501.91	Vilas County	\$7,122.75
Juneau County	\$34,661.50	Walworth County	\$157,034.41
Kenosha County	\$92,871.95	Washburn County	\$22,331.10
Kewaunee County	\$26,124.73	Washington County	\$124,592.82
La Crosse County	\$86,756.02	Waukesha County	\$277,875.48
Lafayette County	\$23,822.17	Waupaca County	\$73,339.93
Langlade County	\$25,382.41	Wausara County	\$24,764.02
Lincoln County	\$39,952.96	Winnebago County	\$102,670.28
Manitowoc County	\$59,239.36	Wood County	\$143,077.59
		Total	\$4,730,712.68

Note: Allocations are adjusted to include carryover funding, Administrative Fees and funding for 3.0 FTE DNR single point of contact positions for FY 2020 and FY2021 in the amount of \$300,000 for each fiscal year.

APPENDIX K MSILT PROGRAMMING CAPS BY COUNTY

2020-2021 Local Roads Improvement Program						
Programming Caps by County (MSILT)*						
County	Number of Cities & Villages	Programming Cap		County	Number of Cities & Villages	Programming Cap
Adams County	1	1		Marathon County	15	8
Ashland County	3	2		Marinette County	7	4
Barron County	10	5		Marquette County	5	3
Bayfield County	3	2		Menominee County	0	0
Brown County	9	5		Milwaukee County	12	6
Buffalo County	6	3		Monroe County	10	5
Burnett County	3	2		Oconto County	5	3
Calumet County	8	4		Oneida County	1	1
Chippewa County	8	4		Outagamie County	10	5
Clark County	11	6		Ozaukee County	7	4
Columbia County	13	7		Pepin County	3	2
Crawford County	10	5		Pierce County	8	4
Dane County	22	11		Polk County	11	6
Dodge County	17	9		Portage County	9	5
Door County	5	3		Price County	5	3
Douglas County	5	3		Racine County	9	5
Dunn County	8	4		Richland County	6	3
Eau Claire County	4	2		Rock County	6	3
Florence County	0	0		Rusk County	9	5
Fond du Lac County	10	5		Saint Croix County	12	6
Forest County	1	1		Sauk County	15	8
Grant County	19	10		Sawyer County	5	3
Green County	7	4		Shawano County	11	6
Green Lake County	6	3		Sheboygan County	12	6
Iowa County	11	6		Taylor County	5	3
Iron County	2	1		Trempealeau County	11	6
Jackson County	6	3		Vernon County	11	6
Jefferson County	7	4		Vilas County	1	1
Juneau County	9	5		Walworth County	12	6
Kenosha County	5	3		Washburn County	4	2
Kewaunee County	4	2		Washington County	6	3
La Crosse County	5	3		Waukesha County	21	11
Lafayette County	8	4		Waupaca County	12	6
Langlade County	2	1		Waushara County	7	4
Lincoln County	2	1		Winnebago County	4	2
Manitowoc County	11	6		Wood County	12	6

*The caps represent the number of cities and villages in a county divided by two (plus one if a county has an uneven number of cities and villages).

APPENDIX L DISCRETIONARY ALLOCATIONS

2020-2021 Local Roads Improvement Program	
Discretionary Funds Allocations	
County Highway Discretionary Improvement Program (CHID)	Allocation
WCHA District 1 - South Central	\$1,842,798.15
WCHA District 2 - Southeast	\$2,577,644.75
WCHA District 3 - Northeast	\$1,932,321.87
WCHA District 4 - Central	\$1,154,741.95
WCHA District 5 - Southwest	\$755,660.76
WCHA District 6 - West Central	\$1,277,802.22
WCHA District 7 - North Central	\$596,165.74
WCHA District 8 - Northwest	\$728,634.23
Total	\$10,865,769.66
Town Road Discretionary Improvement Program (TRID)	Allocation
Statewide Total	\$12,429,059.56
Municipal Street Discretionary Improvement Program (MSID)	Allocation
Statewide Total	\$7,701,037.04
Total Discretionary Allocations	\$30,995,866.26
Note: Carryover has already been added to each discretionary component.	

APPENDIX M EXAMPLE OF AN EXCEPTION TO STANDARDS

EXAMPLE LETTER REQUESTING AN EXCEPTION TO STANDARDS

Address to WisDOT contact (see Appendix F)

Our department, on behalf of two towns in our county, is requesting exception to design standards on projects slated for construction this summer. An early response would be appreciated so that these projects can proceed as scheduled. These projects are presently being bid for construction.

A description of each project is as follows:

- Bouska Road
- USH 18 – Town Line Road
- Town of Bridgeport
- Project ID 6245

Bouska Road is a town road classified as a major collector and has an ADT of 340. The existing traveled way ranges from 19 to 22 feet with no shoulders. The length of the LRIP Project is 1580 feet. The posted speed limit is 45 miles per hour.

The Town is planning to reconstruct 1580 feet to improve vertical and horizontal alignment. But because of the hilly terrain, environmental impact, project costs, and lack of funding; alignment will be improved but may not totally meet the T2 standards. This section will be built with a 22 foot traveling surface and four- foot shoulders wherever possible. A short distance on each end of this project will be forced to have narrower shoulders because of the terrain and right-of-way width. Local Road Improvement fund dollars have been appropriated for the project with the length of 1580 feet and the remainder will be funded with local dollars.

- Rush Creek Road
- STH 35 – Mule Hollow Road
- Town of Clayton
- TRIP – Project ID: 7141

Rush Creek Road is a town road classified as a local road and has an estimated ADT of 64. The existing traveled way ranges from 19 to 20 feet with no shoulders. The length of the LRIP project is 3000' more or less. There is no posted speed limit.

The town is proposing to raise the first 1000 feet starting at the intersection of STH 35 to help provide access to the residents and emergency services during flood events of the Mississippi River. It is uncertain if the Q100 flood elevations can be accomplished. The remaining 2000 feet will be resurfaced with gravel to upgrade the surface. The town is requesting a design exception for the project. The traveled way is proposed to stay on the present alignment at 20 foot with no shoulders.

The Wisconsin Department of Natural Resources has been involved with this project because of Rush Creek Road's location through the Rush Creek Natural Area. If the road were to be widened it would impact the local wetlands that are along the roadway and one of the last major breeding grounds of the Timber Rattle Snake, among other concerns for the wildlife in the area. Impact on this sensitive area must be kept to a minimal disturbance.

If you have any questions related to our requests, please contact me at our office. Again, I ask for your immediate response to the above.

Sincerely,

See [Appendix N](#) for a list of WisDOT submittal contacts.

APPENDIX N WISDOT CONTACTS FOR REQUESTING AN EXCEPTION TO STANDARDS

WISDOT CONTACTS FOR REQUESTING AN EXCEPTION TO ROADWAY STANDARDS

Written requests for an Exception to Standards must be sent to the following WisDOT address for consideration based upon where your county is located within the five regions:

County or Community	Contact(s)	
Crawford, Grant, La Crosse, Vernon	Alegha Burg (608) 317-9083 Alegha.Burg@dot.wi.gov	WisDOT Southwest Region 3550 Mormon Coulee Road La Crosse, WI 54601
Juneau, Monroe, Richland, Sauk	Travis Buross (608) 789-5702 Travis.Buross@dot.wi.gov	
Columbia, Dane, Iowa, Lafayette	Mark Westerveld (608) 246-5355 Mark.Westerveld@dot.wi.gov	WisDOT Southwest Region 2101 Wright Street Madison, WI 53704
Dodge, Green, Jefferson, Rock	Zack Pearson (608) 246-5319 Zachary.Pearson@dot.wi.gov	
Ozaukee, Milwaukee City of Milwaukee	Greg Hafeman (262) 548-8677 greg.hafeman@dot.wi.gov	WisDOT Southeast Region 141 NW Barstow Street Waukesha, WI 53187-0798
Kenosha, Racine, Walworth, Washington, Waukesha All communities in Milwaukee County except for the City of Milwaukee.	Kathy Kramer (262) 548-8772 kathleen.kramer@dot.wi.gov	
Brown, Calumet, Fond du Lac, Oconto, Outagamie, Winnebago, Door Kewaunee, Manitowoc, Marinette, Sheboygan	Brian Edwards (920) 492-0149 brian.edwards@dot.wi.gov Scott Ebel (920) 492-5676 Scott.Ebel@dot.wi.gov Tim Verhagen (920) 362-1267 Timothy.Verhagen@dot.wi.gov	WisDOT Northeast Region 944 VanderPerren Way Green Bay, WI 54304
Adams, Florence, Forest, Iron, Green Lake, Lincoln, Langlade, Marathon, Marquette, Menominee, Oneida, Portage, Price, Shawano, Vilas, Waupaca, Waushara, Wood	Mike Grage (715) 365-5705 Michael.Grage@dot.wi.gov Jason Schaeffer (715) 421-7309 Jason.Schaeffer@dot.wi.gov	WisDOT North Central Region 510 Hanson Lake Road P.O. Box 777 Rhinelander, WI 54501-0777
Buffalo, Chippewa, Clark, Dunn, Eau Claire, Jackson, Pepin, Pierce, St. Croix, Trempealeau	Teresa Davis (715) 225-9330 Teresa.Davis@dot.wi.gov	WisDOT Northwest Region 718 West Clairemont Avenue Eau Claire, WI 54701
Ashland, Barron, Bayfield, Burnett, Douglas, Polk, Rusk, Sawyer, Taylor, Washburn	Mathew Van Natta (715) 392-7934 Mathew.VanNatta@dot.wi.gov	WisDOT Northwest Region 1701 N. 4th Street Superior, WI 54880

Revised 4/11/2019

APPENDIX O WDNR TRANSPORTATION LIAISON STAFF

DNR's TRANSPORTATION LIAISON STAFF *(revised 02/20/2019 jdp)*

Statewide Director	Ben Callan	Benjamin.Callan@wisconsin.gov	(608) 266-3524
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Central Office Coordinators

Statewide Transportation Policy Coordinator	Mike Halsted	michael.halsted@wisconsin.gov	(608) 345-3577
Endangered Resources	Stacy Rowe	Stacy.Rowe@wisconsin.gov	(608) 266-7012
Local Roads Policy Coordinator	Maureen Millmann	maureen.millmann@wisconsin.gov	(414) 303-5065

Field Supervisors

Southern Wisconsin	Matt Matrise	Matthew.Matrise@wisconsin.gov	(262) 574-2143 (262) 933-5233
Northern Wisconsin	Bill Clark	williamh.clark@wisconsin.gov	(715) 635-4226
Central Wisconsin	Bobbi Jo Fischer	bobbi.fischer@wisconsin.gov	(715) 421-7845 (920) 420-2680

Transportation Liaisons by County

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Adams	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Ashland	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Barron	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Bayfield	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Brown	Northeast	Jim Doperalski Jr.	james.doperalski@wisconsin.gov	(920) 412-0165
Buffalo	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Burnett	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Calumet	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Chippewa	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Clark	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Columbia	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Crawford	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Dane	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Dodge	Southwest	Eric Heggelund	eric.heggelund@wisconsin.gov	(608) 228-7927
Door	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Douglas	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Dunn	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Eau Claire	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Florence	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Fond du Lac	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Forest	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Grant	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Green	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Green Lake	North Central	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Iowa	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Iron	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Jackson	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Jefferson	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Juneau	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Kenosha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
Kewaunee	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
La Crosse	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Lafayette	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Langlade	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Lincoln	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Manitowoc	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Marathon	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Marinette	Northeast	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Marquette	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Menominee	North Central	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Milwaukee	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Monroe	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Oconto	Northeast	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Oneida	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Outagamie	Northeast	Matt Schaeve	matthew.schaeve@wisconsin.gov	(920) 366-1544
Ozaukee	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Pepin	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Pierce	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Polk	Northwest	Amy Cronk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Portage	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Price	North Central	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Racine	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Richland	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Rock	South Central	Shelley Warwick	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Rusk	Northwest	Leah Nicol	Leah.Nicol@Wisconsin.gov	(715) 934-9014
Sauk	Southwest	Andy Barta	andrew.barta@wisconsin.gov	(608) 235-2955
Sawyer	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Shawano	North Central	Jim Dopersalski Jr.	james.dopersalski@wisconsin.gov	(920) 412-0165
Sheboygan	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
St. Croix	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Taylor	Northwest	Wendy Henniges	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Trempealeau	Northwest	Amy Lesik	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Vernon	Southwest	Karen Kalvelage	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Vilas	North Central	Jon Simonsen	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Walworth	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
Washburn	Northwest	Shawn Haseleu	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Washington	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946
Waukesha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011

COUNTY	WisDOT REGION	LIAISON	E-MAIL	PHONE #
Waupaca	North Central	Casey Jones	Casey.Jones@wisconsin.gov	(715) 213-6571
Waushara	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Winnebago	Northeast	Jay Schiefelbein	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Wood	North Central	Brad Betthausen	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
SE Freeways Kenosha	Southeast	Craig Webster	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011
SE Freeways Milwaukee, Racine, Ozaukee, Washington	Southeast	Kristina Betzold	kristina.betzold@wisconsin.gov	(414) 507-4946

Transportation Liaison Staff by Last Name

NAME	DOT REGION	COUNTIES	E-MAIL	PHONE #
Andy Barta	Southwest	Grant, Iowa, Richland, Sauk	andrew.barta@wisconsin.gov	(608) 235-2955
Kristina Betzold	Southeast	Milwaukee, Ozaukee, Washington	kristina.betzold@wisconsin.gov	(414) 507-4946
Brad Betthausen	North Central	Adams, Marquette, Waushara, Wood	Bradley.Betthausen@Wisconsin.gov	(715) 421-7851 (715) 213-9064
Amy Cronk	Northwest	Barron, Burnett, Douglas, Polk	amy.cronk@wisconsin.gov	(715) 635-4229 (715) 520-3976
Jim Doperalski Jr.	Northeast	Brown, Marinette, Menominee, Oconto, Shawano	james.doperalski@wisconsin.gov	(920) 412-0165
Casey Jones	North Central	Marathon, Portage, Waupaca	Casey.Jones@wisconsin.gov	(715) 213-6571
Shawn Haseleu	Northwest	Ashland, Bayfield, Sawyer, Washburn	shawn.haseleu@wisconsin.gov	(715) 635-4228 (715) 416-0478
Eric Heggelund	Southwest	Columbia, Dane, Dodge	eric.heggelund@wisconsin.gov	(608) 228-7927
Wendy Henniges	Northwest	Langlade, Lincoln, Oneida, Price, Taylor	Wendy.Henniges@Wisconsin.gov	(715) 365-8916
Karen Kalvelage	Northwest	Crawford, Juneau, La Crosse, Monroe, Vernon	karen.kalvelage@wisconsin.gov	(608) 785-9115 (608) 406-7880
Amy Lesik	Northwest	Buffalo, Dunn, Pepin, Pierce, St. Croix, Trempealeau	AmyL.Lesik@Wisconsin.gov	(715) 836-6571 (715) 495-1903
Leah Nicol	Northwest	Chippewa, Clark, Eau Claire, Jackson, Rusk		
Matt Schaeve	Northeast	Calumet, Door, Kewaunee, Manitowoc, Outagamie	matthew.schaeve@wisconsin.gov	(920) 366-1544
Jay Schiefelbein	Northeast	Green Lake, Fond du Lac, Sheboygan, Winnebago	jeremiah.schiefelbein@wisconsin.gov	(920) 360-3784
Jon Simonsen	North Central	Florence, Forest, Iron, Vilas	jonathan.simonsen@wisconsin.gov	(715) 367-1936
Shelley Warwick	South Central	Green, Jefferson, Lafayette, Rock	Shelley.Warwick@wisconsin.gov	(608) 444-2835
Craig Webster	Southeast	Kenosha, Racine, Walworth, Waukesha	craig.webster@wisconsin.gov	(262) 574-2141 (414) 303-3011

Addresses for DNR Transportation Liaisons

DNR Office Address	Liaison
DNR South Central Region Headquarters 3911 Fish Hatchery Road Fitchburg, WI 53711	Andy Barta Eric Heggelund Shelley Warwick

DNR Northern Region Headquarters 810 W. Maple Street Spooner, WI 54801	Bill Clark Amy Cronk Shawn Haseleu
DNR Northern Region Headquarters 107 Sutliff Rhinelander, WI 54501	Wendy Henniges Jon Simonsen
DNR West Central Region Headquarters 1300 West Clairemont Avenue Eau Claire, WI 54701	Amy Lesik Leah Nicol
DNR Service Center 3550 Mormon Coulee Rd La Crosse, WI 54601	Karen Kalvelage
DNR Wisconsin Rapids Service Center 473 Griffith Drive Wisconsin Rapids, WI 54494	Bobbi Jo Fischer Brad Betthauser Casey Jones
DNR Southeast Region Headquarters 2300 N. Dr. Martin Luther King Jr. Dr. Milwaukee, WI 53212	Maureen Millmann Kristina Betzold
DNR Service Center 141 NW Barstow Room 180 Waukesha, WI 53188	Matt Matrise Craig Webster
DNR Northeast Regional Headquarters 2984 Shawano Ave. Green Bay, WI 54313	Jim Doperalski Matthew Schaeve Jay Schiefelbein
DNR Central Office 101 South Webster St. Madison, WI 53707	Ben Callan – EAS/7 Mike Halsted - EAS/7 Stacy Rowe - NH/6

APPENDIX P PROJECT CHECKLIST

Local Roads Improvement Program (LRIP) Project Checklist

This chronological checklist is provided as an organizational tool and should be used in conjunction with the LRIP Guidelines and Requirements for project recipients to monitor a project through each phase of the LRIP project life cycle. **This is not a required form for the LRIP program.**

Check each box as the task is completed.

PROJECT APPLICATION

- ☐ Verify that the ADT values and pavement ratings in WISLR for the project road section are within the eligible range of 1-5 for pavement and 1-3 for gravel.
- ☐ Scan and save the Improvement Plan to your computer. For discretionary projects, also scan and save the required supporting documentation.
- ☐ Submit the project application, including all required documentation, to the CHC via LRIPWeb. The CHC submits the application to WisDOT.

STATE/MUNICIPAL PROJECT AGREEMENT

- ☐ Monitor the status of the application using the Search feature in LRIPWeb. A State/Municipal Project Agreement (SMA) will be emailed to you once the project is processed by WisDOT.

PRE-ADVERTISEMENT PREPARATION

- ☐ Prepare an advertisement for the project based on the project scope as outlined in the SMA. The advertisement must specify the On Route (street, road, etc.) and indicate that the project is part of the LRIP program. Any changes to the project must be submitted to WisDOT as a Change Request and be approved prior to posting the advertisement. All phases of the project must be advertised. Refer to the Guidelines and Requirements manual for additional information.
- ☐ An Engineer's Certification will be required when requesting reimbursement if the total eligible costs for the project are greater than \$65,000.
- ☐ **Reconstruction** projects may require a resolution authorizing the construction of bicycle and pedestrian facilities. Refer to the Guidelines and Requirements for additional information.
- ☐ If the project doesn't meet improvement standards, per ch. Trans 204, an Exception to Standards request must be submitted and approved by WisDOT prior to posting the advertisement.
- ☐ Establish guidelines and criteria for bid selection that will be used to define not "responsible" and not "responsive" bids.

ADVERTISEMENT

- ☐ Post the advertisement in a newspaper for (2) consecutive weeks with the last date of advertisement being a minimum of (1) week prior to the bid due date.

AWARD

- ☐ The contract must be awarded through a competitive bidding process and to the lowest “responsible” bidder.
- ☐ Develop a dated record of the board meeting minutes that list the contractors that provided bids, the bid amounts and the awarded contractor, even if only one bid is received.

Note: If the low bidder wasn’t awarded the contract, the document should state the reasoning behind the award, based on the pre-established guidelines and criteria for selecting bids.

REIMBURSEMENT REQUEST

- ☐ Confirm that the project is complete and that the contractor(s) have been paid in full.
- ☐ Verify that the improvement has been built to the specifications identified in the SMA.
- ☐ The following documents are required for reimbursement. Scan and save them to your computer prior to logging into the LRIPWeb application:
 - ✓ A signed Affidavit of Publication that identifies the dates of publication and includes a copy of the actual advertisement.
 - ✓ A copy of the board meeting minutes that indicate a list of the contractors who provided bids, the bid amounts and the awarded contractor, even if only one bid is received. If the low bidder wasn’t awarded the contract, the document should state the reasoning behind the award, based on pre-established guidelines and criteria for selecting bids.
 - ✓ Contractor payment documentation should include the final invoice and any of the following; a check stub, payment voucher, or board meeting minutes indicating the approved final payment amount.

Note: If the LRIP project is part of a larger project, the documentation provided should indicate the award amount, invoiced amount and payment amount for the LRIP portion of the larger project.

 - ✓ A stamped Engineer’s Certification, if the total eligible costs are greater than \$65,000.
 - ✓ An Exception to Standards, if required.
 - ✓ A Bicycle and Pedestrian Resolution, if required.
 - ✓ Department of Natural Resources (DNR) and Wisconsin Historical Society (WHS) permits, if required.
 - ✓ If the CHC is submitting a reimbursement request on behalf of a project recipient, complete and upload form DT2353 located on the LRIP webpage, to capture the project recipient’s signature.
- ☐ Submit the reimbursement request, including all required documentation, to the CHC via LRIPWeb.
- ☐ The CHC will review and submit the reimbursement request to WisDOT.
- ☐ Monitor the status of the reimbursement request using the Search feature in LRIPWeb.

APPENDIX Q EXAMPLE OF AN ADVERTISEMENT AND AFFIDAVIT OF PUBLICATION

Affidavit of Publication

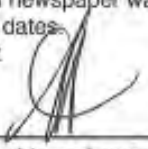
STATE OF WISCONSIN } SS
COUNTY OF DANE }

Amanda Henning, being duly sworn, says:

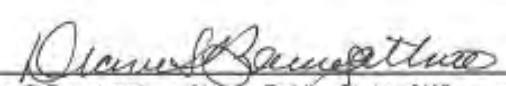
That she is an authorized representative of the Star News, a weekly newspaper of general circulation, printed and published in Black Earth, Dane County, Wisconsin; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 14, 2019, March 21, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED: 

Subscribed to and sworn to me this 21st day of March 2019.


Diane S. Baumgartner, Notary Public, State of Wisconsin,
Dane County, Wisconsin

My commission expires: September 09, 2022

of Lines # of Weeks Published 2

Printers Fee \$ Proof of Publication \$

Total \$

-or- See monthly invoice for cost ☒

Received Payment

21100649 00434690

DAYNA DREIS, CLERK
TOWN OF BLACK EARTH
P O BOX 426
BLACK EARTH, WI 53515

INVITATION TO BID	
The Town of Black Earth is requesting bids for maintenance of the following roads.	
Please bid each item/project separately, giving a guaranteed maximum price, with unit prices stated for equipment, labor and materials. TRIP funding available.	
Reeve Road	0.25 miles 20'-0" wide
Overlay with 2" hot mix asphalt, mill road at bridge approaches, shoulder with a 3/4" limestone with fines, 2"x2'-0" both sides of road.	
Mickelson Road	0.15 miles 18'-0" wide
Place 4" hot mix asphalt in 2 lifts: first 2 1/2" binder and finish with 1 1/2" top coat, shoulder with a 3/4" limestone with fines, 4" x 2'-0" both sides of road.	
Reeve Road	1.02 miles
Wedge road with 2" hot mix asphalt where needed, 2" x 2'-0" shoulder with 3/4" limestone with fines.	
Sealed bids are due to the Town clerk by noon on April 1st, 2019. Bids will be opened at the Town's garage, 1103, Center St. Black Earth, WI 53515, on April 4, 2019 at 9:00am. The town reserves the right to award projects by individual roads to separate bidders, or to one bidder, or any combination thereof. The Town also reserves the right to refuse any or all bids and/or reject the low bid for cause. Accepted bids will be awarded at the April 9th Town Board meeting.	
Address bid envelope to: TOWN OF BLACK EARTH PO BOX 426 BLACK EARTH WI 53515	
Please contact Patrolman Al Schroeder at 608 206-2003 for further information and specifications.	
Publish: 3/14/19, 3/21/19 WNAXLP	



APPENDIX R EXAMPLE OF AN ENGINEER'S CERTIFICATION

ENGINEERS CERTIFICATION

ROADWAY RESURFACING/RECONSTRUCTION PROJECT

ON ROUTE: Williams Drive

AT ROUTE: Bridge Street

TOWARD ROUTE: Termini

MUNICIPALITY: Town of Cedarburg

COUNTY: Ozaukee County, Wisconsin

This is to certify that the above referenced project has been designed with a minimum ten (10) year useful life

Work included placement of a 4-inch bituminous pavement on a base consisting of 4-inches of pulverized asphalt and 6-inches of granular base, on the above mentioned roadway to correct current roadway deficiencies.

All design has been accomplished using current specifications of the Wisconsin Department of Transportation, and all construction was accomplished consistent with those specifications.

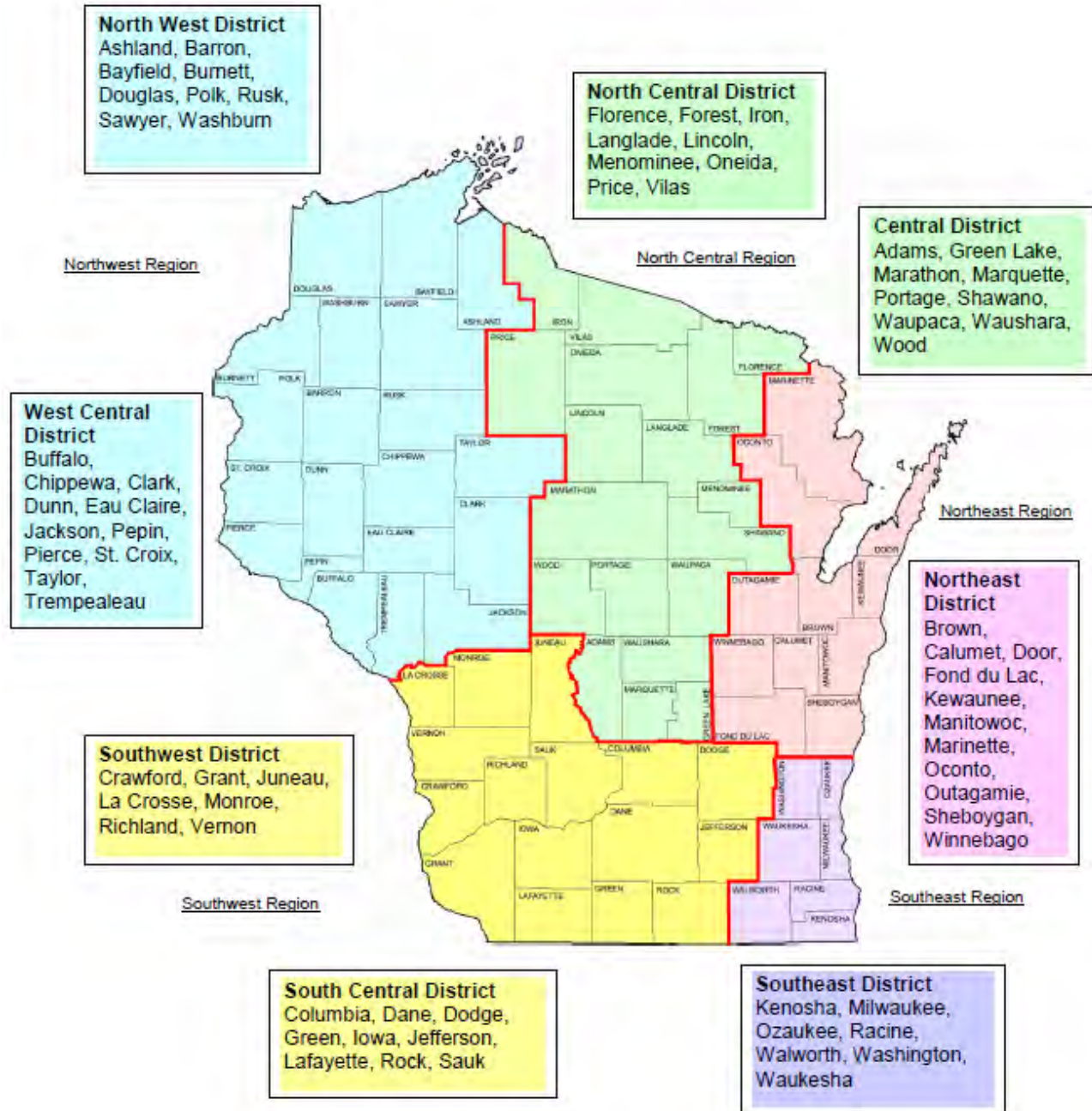
Certified By Robert M. Eichner
Robert M. Eichner, P.E.

Dated 10/14/08



APPENDIX S WCHA DISTRICTS MAP

WCHA Districts Aligned within WisDOT Regions



APPENDIX T NONCOMPLIANCE AND APPEALS

Noncompliance

Noncompliance with program requirements in accordance with [s.86.31, Wis. Stats](#) and [ch. Trans 206](#) will jeopardize project reimbursement. The LRIP program staff work closely with project sponsors and county highway commissioners to rectify potential program policy violations prior to or at reimbursement. The project sponsor may appeal the decision.

Appeals Process

The intent of the tiered appeals process is to provide local units of government with an opportunity to present additional information that may compel WisDOT to modify findings based on sound public policy prior to imposing a denial. The appeals process has been structured so that local communities can work with WisDOT and consent to the final determination at the lowest level possible within the organization. The opportunity to request a “peer review” of the information by an advisory group composed of representatives from local associations is also part of the LRIP Appeals Process.

Step One:

WisDOT LRIP program staff will review the documentation provided with the reimbursement request submitted via the LRIPWeb application and will identify any missing, unclear or inconsistent documentation provided. The LRIP program staff will email the issue(s) to the CHC, as the liaison to the project recipient, and the reimbursement request will be returned to the CHC’s work queue, providing the project recipient the opportunity to furnish additional documentation to clarify the listed issue(s). Any additional documentation is then uploaded to the LRIPWeb project file and resubmitted to WisDOT by the CHC. This process will be repeated until compliance with statutory and program policy is achieved.

Based on the noncompliant issue(s), the documentation provided and at the discretion of WisDOT, the department may issue a one-time waiver of the program policy and process the reimbursement, however, it’s important that the project recipient understands the requirements of the program and is compliant on any potential future LRIP projects or risk denial.

If the project recipient is unable to provide documentation to confirm compliance with the statutory requirements and program policies, the project funding can be substituted to another project, the funds transferred to another project or forfeited so that another project recipient can potentially make use of the funding. Refer to the LRIP Guidelines and Requirements manual for additional information regarding these project options.

Step Two:

If WisDOT determines that the documentation provided does not satisfy the statutory requirements or program policy issues after repeated submissions of the reimbursement request and none of the options provided in Step One are acceptable to the project recipient, any additional relevant information and a request for reconsideration that clearly states justification for the appeal, based on specific statutory requirements and program policy must be provided in writing to the Section Chief of the WisDOT Local Transportation Programs and Finance Section. The Section Chief will review the information and respond in writing within 30 days of receipt of the letter.

Step Three:

If the project recipient is unsatisfied with the determination made by the Section Chief in Step Two, a request to proceed to Step Three of the LRIP appeals process must be submitted in writing to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors within 30 days of receipt of the letter from the Section Chief of the WisDOT Local Transportation Programs and Finance Section. The letter must clearly state justification for the appeal, based on specific statutory requirements and program policy.

An Advisory Committee comprised of local representatives will consider the appeal and provide a recommendation to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors. The Advisory Committee will include a representative from the Wisconsin County Highway Association, the League of Wisconsin Municipalities, and the Wisconsin Towns Association.

The Advisory Committee will forward their written recommendation to the Director of the WisDOT Bureau of Transit, Local Roads, Railroads and Harbors. Information provided to the Director shall include:

- New information provided to the advisory committee by the community, if applicable,
- Any other pertinent information collected or considered by the advisory committee, and
- The formal recommendation for resolving the dispute.

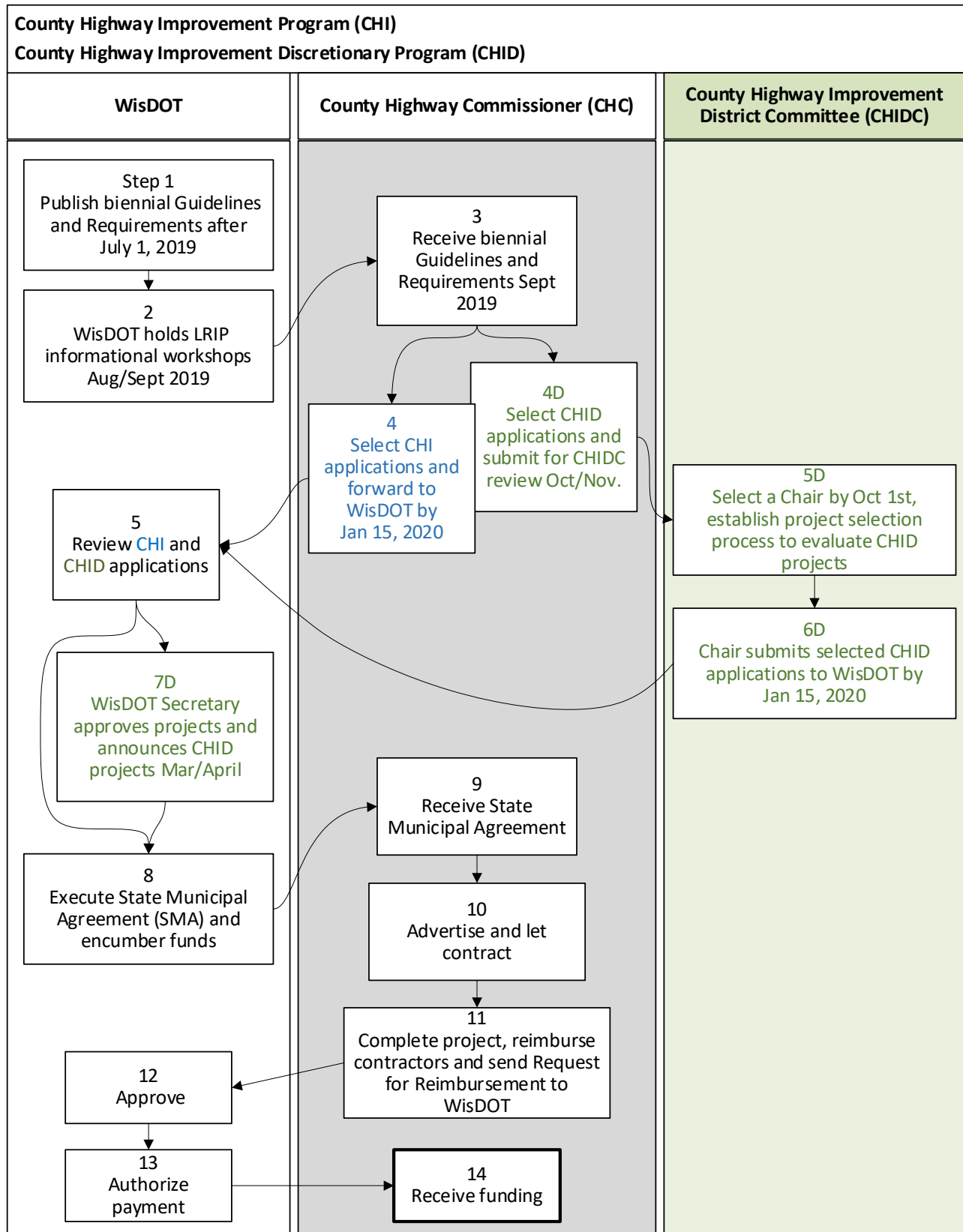
The Bureau Director will review the information and respond in writing within 30 days of receipt of the letter. All rulings by the Bureau Director will be final and is the last step in the WisDOT appeals process, subject to the appeals process in Wisconsin Statute Chapter 227 – Administrative Procedure and Review.

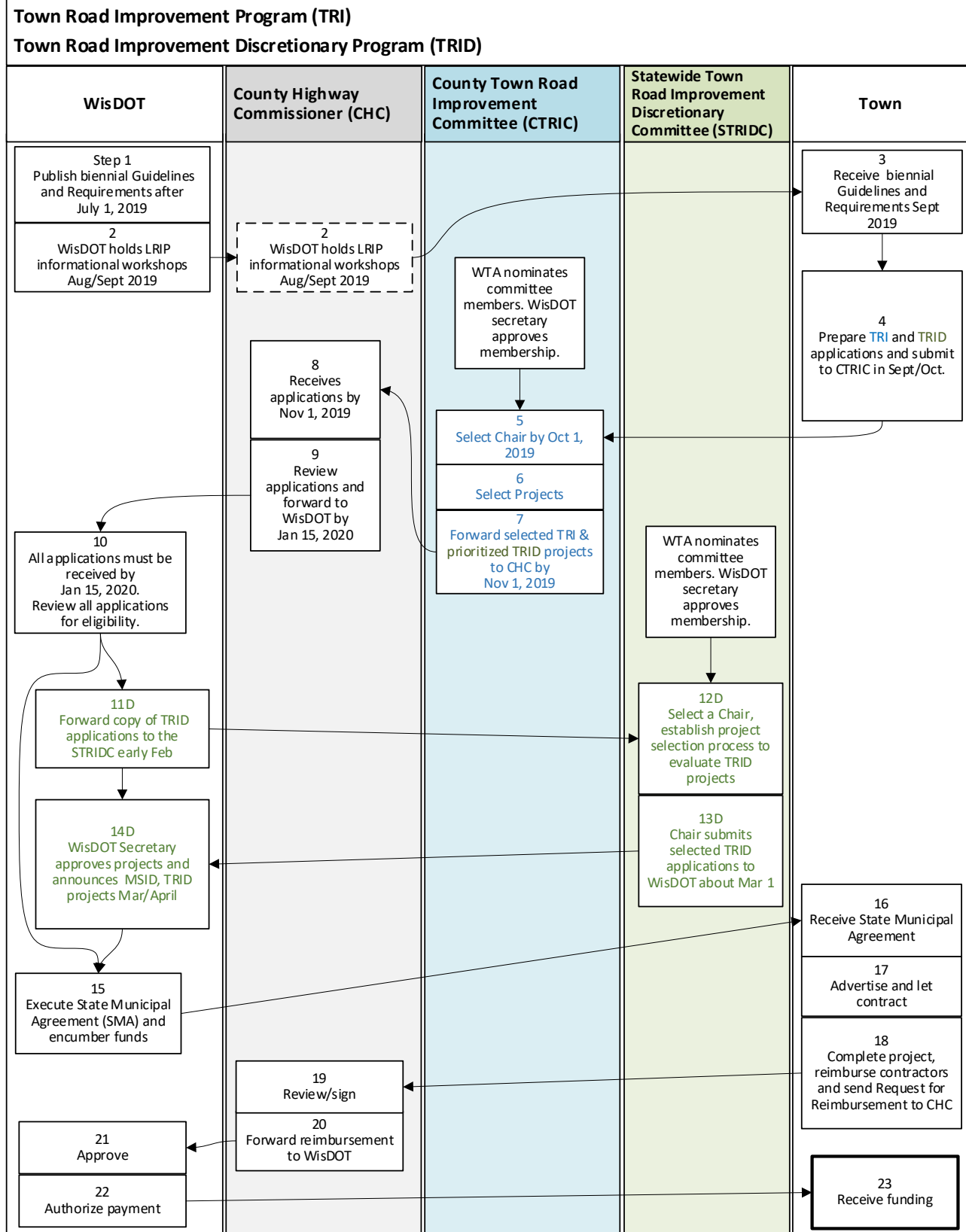
APPENDIX U PASER RATING TABLE

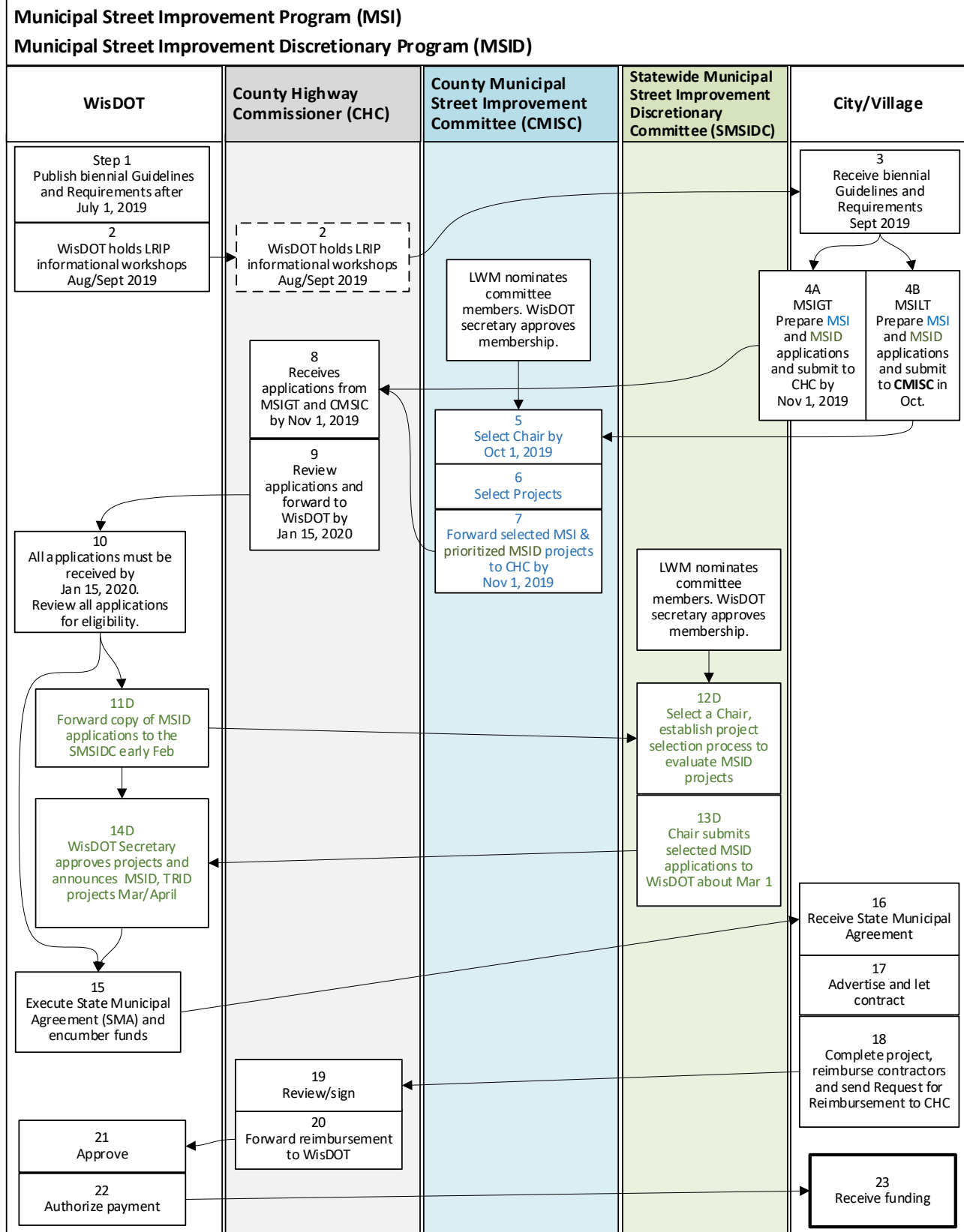
Surface Type and Paser Rating Table

Surface Type	Surface Description	20	Waterway has no Paser rating association
20	Waterway	Paser Ratings for <u>Unpaved (35) and Sealcoat (40) Roads</u>	
25	Unimproved Road	Rating	Pavement Condition
30	Graded and Drained Earth Road	1	FAILED – Complete rebuilding required – travel is difficult.
35	Gravel Road (not oil & gravel) ▪ Includes gravel on graded and drained earth ▪ Includes gravel on unimproved earth	2	POOR – Needs addition of aggregate plus drainage maintenance.
		3	FAIR – Needs routine regarding plus minor ditch maintenance.
		4	GOOD – Good crown and drainage.
40	<1" Wearing Surface ▪ Includes bituminous surfaces <1" ▪ Includes surface treatments/sealcoats on base ▪ Includes double sealcoat roads on base ▪ Includes oil on gravel	5	EXCELLENT – Excellent crown and drainage.
45	Cold Mix Asphalt Pavement on Concrete	Paser Ratings for <u>Paved (Asphalt and Concrete) Roads</u>	
50	Cold Mix Resurface on Asphalt Pavement Surface + Base <7" ▪ Includes cold mix overlay on hot or cold mix pavement ▪ Includes milling and cold mix resurfacing when milling is not full depth	Rating	Pavement Condition
		1	FAILED – Needs total reconstruction.
		2	VERY POOR – Severe deterioration. Needs reconstruction with extensive base repair.
		3	POOR – Needs patching & major overlay or complete recycling.
52	Cold Mix Resurface on Asphalt Pavement Surface + Base >7" ▪ Includes cold mix overlay on hot or cold mix pavement ▪ Includes milling and cold mix resurfacing when milling is not full depth	4	FAIR – Significant aging and first signs of need for strengthening. Would benefit from recycling or overlay.
55	Cold Mix Asphalt Pavement (CMAC) Surface + Base <7" ▪ Includes pavement pulverized and resurfaced with CMAC ▪ Includes full depth milling and resurfacing with CMAC	5	FAIR – Surface aging, sound structural condition. Needs sealcoat or nonstructural overlay.
57	Cold Mix Asphalt Pavement (CMAC) Surface + Base >7" ▪ Includes pavement pulverized and resurfaced with CMAC ▪ Includes full depth milling and resurfacing with CMAC	6	GOOD – Shows sign of aging. Sound structural condition. Could extend with sealcoat.
60	Hot Mix Asphalt Pavement on Concrete (HMAC on PCC)	7	GOOD – First signs of aging. Maintain with routine crack filling.
		8	VERY GOOD – Recent sealcoat or new road mix. Little or no maintenance required.
65	Hot Mix Resurfacing (overlay) on Asphalt Pavement ▪ Includes HMAC overlay on hot mix pavement ▪ Includes HMAC overlay on cold mix pavement ▪ Includes mill and HMAC resurface when milling is not full depth	9	EXCELLENT – Recent overlay, like new.
70	Hot Mix Asphalt Pavement (HMAC) ▪ Includes full depth HMAC pavement ▪ Includes pulverized and resurfaced with HMAC ▪ Includes full depth milling and resurfacing with HMAC pavement	10	EXCELLENT – New Construction
75	Concrete Pavement (PCC)	Paser Ratings for <u>Unimproved/Earth (25,30) and Brick and Block (80)</u>	
80	Brick or Block Pavement	Rating	Pavement Condition
		1	POOR – Reconstruction needed.
		2	FAIR – Significant grading required.
		3	GOOD – Routine maintenance or spot grading helpful.
		4	VERY GOOD – No improvement needed.

APPENDIX V PROJECT SELECTION COMMITTEE FLOWCHARTS









City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action for Driveway Requests along S. Ninth Street for the proposed West De Pere School District Intermediate School – 1177A S. Ninth Street

ATTACHMENTS:

- 2020 0511 CI_BOPW_WDP_Intermediate_School_Driveway (PDF)
- Intermediate School Site Plan Attachment (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer

Date: May 11, 2020

RE: **Consideration and possible action for Driveway Requests along S. Ninth Street for the proposed West De Pere School District Intermediate School – 1177A S. Ninth Street**

The West De Pere School District is requesting new driveway approaches (curb cuts) along S. Ninth Street as part of the proposed Intermediate School. The installation of curb cuts along higher volume roads such as S. Ninth Street is governed by City Municipal Code Section 22-15(a) which states the following:

(a) The location of all driveway opening or approaches, otherwise known as curb cuts, on all driveways servicing any property in the city which abuts a state or county highway or abuts a city street having a traffic count of 3,500 or more vehicles per a 24-hour period, other than property used for single-family or two-family residence purposes, shall be first approved by the board of public works, upon the presentation of a complete plot plan by the owner or applicant to such board prior to issuance of a permit by the Director of Public Works.

The proposed curb cuts and driveway approaches meet all other standards set forth by City Municipal Code Section 22-15 on Construction of Driveway Approaches; Curb Cuts and 14-55 on Off-Street Parking.

Recommendation

Staff recommends approval of the driveway approaches request along S. Ninth Street for the proposed Intermediate School

Attachments

Intermediate School Site Plan (PDF)

SITE COVERAGE

LOT SIZE: 1,737,551 S.F.
EXISTING BUILDING AREA: 112,536 S.F.
PROPOSED BUILDING ADDITION AREAS: 87,921 S.F.
GREEN SPACE AREA: 1,173,771 S.F.

PARKING LOT SITE INFORMATION

TOTAL EXISTING PARKING STALLS: 138

TOTAL POST CONSTRUCTION PARKING STALLS: 393
ADA VAN ACCESSIBLE STALLS: 3
ADA STANDARD STALLS: 11

SURFACE SITE LEGEND

PROPOSED 3.5" ASPHALT PAVEMENT,
6" DENSE GRADED BASE OVER
12" BREAKER RUN W/ SEPARATION FABRIC

PROPOSED 4" ASPHALT PAVEMENT,
6" DENSE GRADED BASE OVER
12" BREAKER RUN W/SEPARATION FABRIC

PROPOSED 4" CONCRETE PAVEMENT &
6" DENSE GRADED BASE

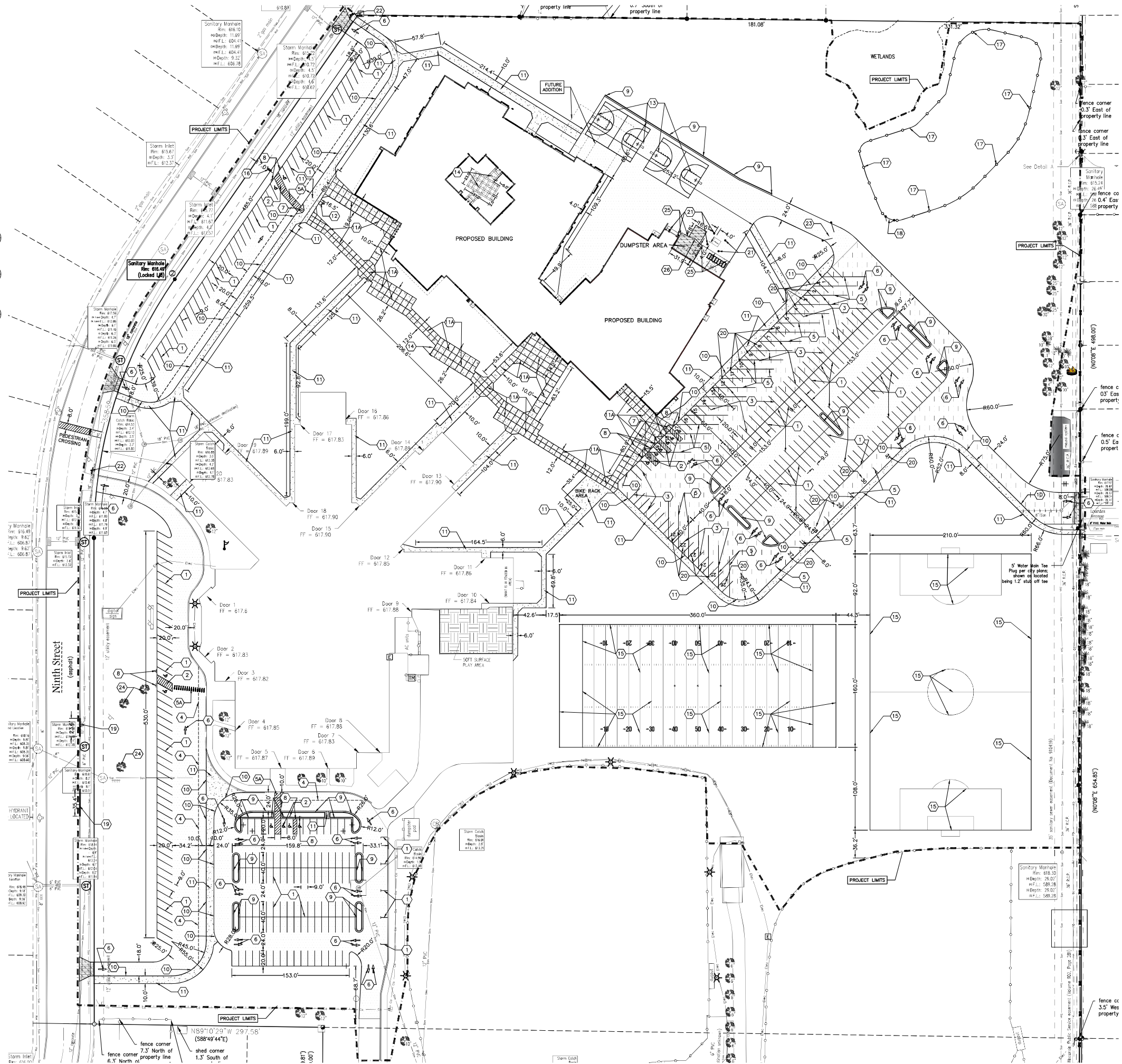
PROPOSED 8" REINFORCED CONCRETE PAVEMENT &
6" DENSE GRADED BASE. INSTALL #4 REBAR 18" O.C.
BOTH DIRECTIONS

KEYNOTES:

- 1 PARKING LOT STRIPING TYP. (YELLOW)
- 2 ADA STRIPING TYP.
- 3 PARKING LOT STRIPING TYP. (WHITE)
- 4 DASHED WHITE LINE
- 5 BUS STRIPING TYP. (YELLOW)
- 5A CROSS WALK STRIPING TYP. (YELLOW)
- 6 DIRECTIONAL ARROWS TYP.
- 7 ADA RAMP
- 8 ADA SIGNS
- 9 24" W FLOWLINE CURB TYP.
- 10 THICKENED EDGE WALK
- 11 PROVIDE CONCRETE SAWCUTS IN GENERAL PERIMETER WALK AREAS (SEE SPECIFICATIONS)
- 11A CONCRETE TOOLED TROWELED JOINTS
- 12 FLAG POLE
- 13 BASKETBALL COURT STRIPING
- 14 COURTYARD 4" CONCRETE PAVEMENT STANDARD SAWCUT. PROVIDE PATTERN AS SHOWN
- 15 FIELD STRIPING BY OWNER (SHOWN FOR REFERENCE)
- 16 FUTURE MONUMENT SIGN
- 17 6'H ORNAMENTAL FENCING
- 18 6'H X 12' W ORNAMENTAL DOUBLE SWING GATE
- 19 24" STANDARD CURB & GUTTER
- 20 NUMBER STALLS AS DEPICTED
- 21 CONCRETE BOLLARD TYP.
- 22 INSTALL STOP SIGN W/POST
- 23 26"W "A" FRAME GATE
- 24 SPADE/RELOCATE EXISTING TREES. COORDINATE NEW LOCATION WITH OWNER/CONSTRUCTION MANAGER
- 25 8' HIGH CHAINLINK FENCE W/ VERTICAL VINYL SLATTING
- 26 8'H x 16'W CHAINLINK DOUBLE SWING GATE W/ VERTICAL VINYL SLATTING

GENERAL NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. ALL REQUIRED EROSION CONTROL MEASURES ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY OF DE PERE AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. SEE EROSION CONTROL PLAN FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE COORDINATED WITH PROPER UTILITY COMPANY.
6. VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
7. ALL BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
8. PRIOR TO THE START OF WORK VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
9. COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
10. PROVIDE PROPER BARRICADES, SIGNS AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
11. SIDEWALK JOINTS TO BE AS INDICATED OR AS APPROVED BY CONSTRUCTION MANAGER.
12. ALL SAWCUTS SHALL BE AT AN EXISTING JOINT IN THE CURB AND PAVEMENT.
13. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED/FERTILIZED/CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.



Office Locations:

Davenport
220 Emerson Place, Suite 301
Davenport, Iowa 52801

Milwaukee
829 S. 1st Street
Milwaukee, Wisconsin 53204
T: 414.226.0200

Sheboygan
1227A North 8th Street
Sheboygan, Wisconsin 53082
T: 920.459.4200

www.brayarch.com

Civil Engineering
Landscape Architecture
Land Surveying
3700 West De Pere, Suite D
Sheboygan, WI 53082

POB

Project Title:
**Design Development
West DePere Intermediate School
School District of West De Pere
1177A S. 9th Street, DePere, WI 54115**

REVISIONS:

DATE	DESCRIPTION
02-14-2020	ADDENDUM #3

Project Number:

32731

Issued For:

**City
ReSubmittal**

March 30, 2020

Sheet Title:

Site Layout Plan

Sheet Number:

C Packet Pg. 177

2.11.b

Attachment: Intermediate School Site Plan Attachment (9529 : Consider and action on West De Pere Intermediate School Driveway)



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City Engineer Parking & Traffic Recommendations

ATTACHMENTS:

- 2020 0511 CI-BOPW-PTTeam-Recommendations (PDF)

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations April 29, 2020 Meeting

Signs – Other

1. Consider No Engine Braking signs at the City limits on Ashland Avenue, Main Avenue, and Scheuring Road.
 - The Police Department has requested the installation of the signs at these locations due to the high volume of traffic, including truck traffic.

Recommendation:

- Staff recommends installing No Engine Braking signs at the City limits on Ashland Avenue, Main Avenue and Scheuring Road.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: May 11, 2020

DEPARTMENT: Board of Public Works

FROM: Eric Rakers

SUBJECT: Discuss City Engineer Recommendations for No-Action Parking & Traffic Discussion Items

ATTACHMENTS:

- 2020 0511 CI-BOPW-PTTeam-Discussion (PDF)

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items April 29, 2020

Parking and Parking Lot Items:

1. Eliminate the 3 hour parking zone on the south side of Franklin Street from Front Street to Broadway Street.
 - Based on the request, businesses have changed in the area and 3 hour parking is not needed.
 - No parking is allowed on the north side.
 - The majority of the properties fronting this section of street are residential.

Staff concurs with removing the 3 hour parking restriction on the south side to match residential parking throughout the City. Staff will be sending out notices of the change to property owners and bring to the June BOPW meeting.

2. Consider parking restrictions on Cross Creek Circle in front of mailboxes.
 - Staff contacted the requester to gather information on the dates and times of parking concerns and has not heard back.
 - Staff will contact the USPS to see if there are mail delivery issues on the street.

No action at this time.

Signs - Other

3. Modify/extend school zone limits on Grant Street for the West De Pere High School to include Northwest Journey.
 - One of the challenges here is that the location is a commercial/office building that can change use in future.
 - Staff will contact the request to determine the issue.

No action at this time.