



Board of Public Works

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Monday, January 11, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **January 11, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of Board of Public Works December 7, 2015 Meeting Minutes.
2. Consider Michael Van Rooy Mailbox Replacement Request.
3. Consider Foxborough Court Sanitary Sewer, Storm Sewer, Water Main, Pond, and Street Acceptance*
4. Consider Recommendations from City Engineer from Parking and Traffic Action Items
5. Discuss Updates from City Engineer for Parking and Traffic Minutes
6. Consider Green Bay Traffic Signal Agreement*
7. Resolution Authorizing a Petition to the Office of the Commissioner of Railroads - Venture Avenue.*

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, December 11, 2016 so that arrangements can be made.

Agenda Sent To:

Mayor

Alderpersons

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Ruth Sauter

Michael Van Rooy

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: January 11, 2016

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works December 7, 2015 Meeting Minutes.

ATTACHMENTS:

- Board of Public Works December 7, 2015 Draft Meeting Minutes (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Monday, December 7, 2015

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

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

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, Larry Delo, City Administrator, Joe Zegers, Finance Director, Lisa Rafferty, Aldersperson, Debbie Zierson, Recording Secretary.

II. Public Comment

None

III. Items

1. Approval of Board of Public Works November 9, 2015 Meeting Minutes.

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

2. 2015 - 2016 Sewer Rate Study*

Joe Zegers the Finance Director and Mike Schenk from Schenk SC spoke with the Board in reference to the Sewer Rate Study. Joe and Mike went through the highlights of the study and explained the rate increase. They took questions from the Board in reference to the Sewer Rate Study. Larry Delo also spoke with the board in reference to the Sewer Rate Study and gave some history about the rates.

Kevin Bauer made a motion to approve the Sewer Rate increase by 12.07%, seconded by Jim Kneiszel. Upon vote, the motion passed.

RESULT: ADOPTED AS AMENDED [4 TO 1]
MOVER: Kevin Bauer, Aldersperson
SECONDER: Jim Kneiszel, Aldersperson
AYES: Kevin Bauer, James Boyd, Jim Kneiszel, Michael J. Walsh
NAYS: Dean Raasch

3. Consider Resolution for Mailbox Reimbursement*

Mayor Michael Walsh made a motion to open the meeting at 8:10 p.m., seconded by Dean Raasch. Upon vote, the motion passed.

Michael VanRoy spoke with the board in reference to his concerns about the mailbox reimbursement. He questioned if he could appeal the reimbursement amount and was told he would be put on the next Board of Public Works meeting on January 11, 2016 for the appeal.

Mayor Michael Walsh made a motion to return to regular session at 8:15 p.m., seconded by Dean Raasch. Upon vote, the motion passed.

Scott Thoresen took questions from the Board in reference to the Mailbox Reimbursement.

Aldersperson Bauer moved to approve the changes to the mailbox reimbursement policy to include raising the maximum reimbursement for a mailbox damaged during City services to \$75.00, including labor and maintenance, Aldersperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Bauer, Boyd, Kneiszel, Raasch, Walsh

4. Consider 2016 Standard Specifications

Eric Rakers spoke with the board in reference to the 2016 Standard Specifications and took questions from the Board.

Mayor Walsh moved to approve the 2016 Standard Specifications, Aldersperson Bauer seconded the motion. Upon vote, the motion passed.

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

5. Consider Change in Overnight Parking Rules for Weekday Holidays.*

Aldersperson Rafferty spoke with the board about her concerns for the Overnight Parking Rules for Weekday Holidays.

Mayor Michael Walsh made a motion to open the meeting at 8:20 p.m., seconded by Aldersperson Kneiszel. Upon vote, the motion passed.

Cathy Nuss spoke with the Board about her concerns for the current Overnight Parking Rules for Weekday Holidays. Kathy requested the Board consider changing the Overnight Parking Rules for Weekday Holidays to include overnight parking during the week of the Holiday.

Mayor Michael Walsh made a motion to close the meeting at 8:24 p.m., seconded by Aldersperson Kneiszel. Upon vote, the motion passed. Discussion followed, including that any change would require an ordinance change going forward to

Common Council.

Mayor Michael Walsh moved to have staff draft an ordinance change to be presented to the Common Council that would allow street parking the day before and the day after City recognized Holidays, Alderperson Raasch seconded the motion. Upon vote, the motion passed.

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

6. Resolution #BOPW 15-01: Declaring public emergency exception to public bid requirements for boiler replacement at the Community Center.* ADDITIONAL ITEM

Alderperson Raasch moved to approve declaring a public emergency exception to the public bid requirements for the City boiler, Alderperson Bauer seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Boyd, Kneiszel, Raasch, Walsh

IV. Future Agenda Items

none

V. Adjournment

Mayor Michael Walsh moved to adjourn the Board of Public Works meeting. Alderperson Bauer seconded the motion. Upon vote, the meeting was adjourned at 8:32 p.m.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

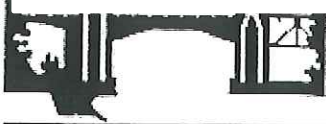
FROM: Scott Thoresen

SUBJECT: Consider Michael Van Rooy Mailbox Replacement Request.

Mr. Michael Van Rooy requested to come before the BOPW to appeal his mailbox reimbursement. The mailbox was damaged by the City's garbage operations. A letter was sent to Mr. Van Rooy on 8/26/15 (See attached letter) regarding the mailbox damage and reimbursement policy which at the time was \$50. At the December 2015 BOPW meeting the policy (See attached policy) was revised to increase the reimbursement to \$75 along with including the labor for replacement. As part of the City's policy, a citizen may request, and the Board of Public Works may grant, payment in excess of \$75 for any such repair or replacement upon good cause shown in a circumstance which would otherwise result in undue hardship or unreasonable application of this policy.

ATTACHMENTS:

- Van Rooy Mailbox Letter 8-26-15 (PDF)
- Resolution for Mailbox Reimbursement_12-15-15 (PDF)



City of De Pere

925 S Sixth St
DePere, WI 54115-1199
920-339-8095
Fax: 920-339-4071

Al Luberda
Street Superintendent
aluberda@mail.de-pere.org
www.de-pere.org

August 26, 2015

Michael and Donna Van Rooy
1202 Meadowview
De Pere, Wisconsin 54115

Parcel Id#: WD-726-V-1
Address: 1202 Meadowview
De Pere, Wisconsin 54115-9194

Re: Mailbox Regulation Compliance Request

Dear Resident/Property Owner:

The Department of Public Works has been informed that your mailbox was damaged by our heavy equipment while plowing snow. We apologize for any inconvenience this has caused.

Enclosed you will find information on the code and regulations regarding this issue and also information from the City Newsletter on placement of garbage and recycle containers.

For reimbursement, please mail in a copy of your store receipt/s for any parts you purchased. There is a maximum reimbursement of \$50.00, once per year. Labor is not reimbursed.

If you have any questions, please feel free to contact me at 920-339-4060 between the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Al Luberda
Street Superintendent

AL/pjd
Enclosure

RESOLUTION #15-140

REGARDING REIMBURSEMENT FOR DAMAGE TO
MAIL RECEPTACLES PLACED IN THE PUBLIC WAY

WHEREAS, in the interests of promoting effective and efficient postal service, the City has permitted the practice of allowing its citizens to improve a portion of city-owned public way in front of private residences by constructing and maintaining mail receptacles (mailboxes) therein without first obtaining occupancy permits; and

WHEREAS, the placement of such improvements in close proximity to the traveled portion of the public way occasionally results in the inadvertent damage to such privately owned property by city crews when undertaking snow removal or other public services; and

WHEREAS, the City acknowledges that because the mailboxes are placed in city right-of-way without express permit, the City may take the position that any damage to such mail receptacles is not the legal responsibility of the City; and

WHEREAS, the City also believes that notions of fairness and equity compel the City to accept reasonable responsibility for damages caused by city crews in providing services; and

WHEREAS, by this resolution the City wishes to set reasonable limits to its responsibilities in regard to damage to mail receptacles placed on public way and to put the citizenry on notice of such limits;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby establishes as its official policy that it shall pay an amount not to exceed Seventy Five Dollars and no cents (\$75.00) for the entire actual costs to replace and/or repair a mail receptacle located on public way damaged by city crews in the course of providing services upon submission of a written voucher by the owner of such mail receptacle delineating all expenditures including labor and materials for such repair or replacement, the approximate time and date of the damage, and, where possible, the circumstances of such incident. The Director of Public Works shall be responsible to review such vouchers for accuracy and compliance with the intent

Resolution #15-140

Page 2 of 2

of this resolution. Upon appeal to the Board of Public Works, a citizen may request, and the Board of Public Works may grant, payment in excess of \$75.00 for any such repair or replacement upon good cause shown in a circumstance which would otherwise result in undue hardship or unreasonable application of this policy.

BE IT FURTHER RESOLVED THAT:

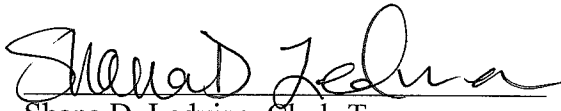
All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana D. Ledvina, Clerk-Treasurer

Ayes: 8

Nays: 0

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Foxborough Court Sanitary Sewer, Storm Sewer, Water Main, Pond, and Street Acceptance*

Foxborough Court is a private roadway constructed in part of De Pere and Ledgeview. The roadway is owned and maintained by a condominium association. The association also owns the utilities and storm water management pond. In 2015, the developers approached the City and Ledgeview about converting the condominium plat to a single family subdivision and the possibility of the municipalities accepting any or all of the utilities (sanitary, water, and storm), pond, and street. Staff completed a review of the development. Based on the layout, there is adequate width for street right-of-way. There are some questions regarding the utilities, pond, and street construction. Staff developed a list of tests, surveys, and upgrades that are required before the Staff is comfortable recommending approval to the Board and Council. If the City is agreeable to accepting the utilities (sanitary, water, and storm), pond, and street, the association will annex the entire development into the City. A list of the requirements is attached.

Staff recommends the BOPW approve City acceptance of the sanitary sewer, water main, and storm sewer, pond, and street if the attached requirements are satisfactorily addressed and the property is annexed into the City. There will be additional approvals by the Plan Commission and Council in the future after the items have been addressed for changing the condominium plat a subdivision plat. Once the attached list of items is approved, Staff will send a letter to the Association notifying them of the acceptance being contingent on the plat approval and annexation.

ATTACHMENTS:

- CI-Foxborough Court-Action_Items-1-7-2016 (DOCX)
- CI-Foxborough_Exhibit-1-12-2016 (PDF)



Memorandum

To: Board of Public Works

From: Eric Rakers

Re: Foxborough Court Review

Date: January 7, 2016

Listed below are Staff comments for consideration of acceptance of the utilities (sanitary, storm, and water main), pond, and street.

General Items

Comments

- Creation of some type of mechanism/association requiring property owners to mow/maintain five (5) feet of terrace along the east side of Foxborough Court adjacent to STH 32/57.
- Submitting a revised plat to the Plan Commission.
- Annexing the entire subdivision into the City.
- A record survey is required for all utilities.
- The easements as shown will be need to be checked with the actual utility locations. If the utilities do not fit within the easement, new easements will be required.
- The Developer shall be responsible for any costs associates with looking for laterals if they cannot be found when house construction is completed as the City has no records of the locations. This will be included in an agreement for the City to take over the facilities.

Typical Section - Street

Comments/Review

- Proposed pavement section is 4" of 12". Current City standard is 4" on 15". Only the binder course of asphalt has been placed. Due to this and the amount of settling, the existing asphaltic concrete pavement will need to be removed and replaced with 5" of asphaltic concrete pavement.
- Provide a pavement core to verify the depth of the base course.
- Subdivision is designed with 24" mountable curb and gutter. City standard is 24" full curb and gutter. The City will accept the mountable curb and gutter.

- Street width is 25' from "face of curb to face of curb". There are City streets constructed at this width. On-street parking will not be allowed.

Storm Water Pond

Comments/Review

- The storm water pond has not been reviewed in detail. A detailed engineering review is required before the City would consider pond ownership. Additionally, an access easement to the pond will be required.
- The pond does not include a sedimentation fore bay. This can be waived if the pond meets current WDNR treatment standards.

Sanitary Sewer Review

Comments/Review

- Either the elevation or slope is incorrect on page 8. Verify as part of the record survey.
- Check the invert for the top of the outside drop at manhole M20. Verify with the record survey
- All parcels are shown to have sanitary laterals. This should be verified with televising. Additionally, televising reports will be required from GBMSD for laterals to the interceptor sewer.
- Are there risers to Lots 1, 2, 11, and 12? These sanitary laterals are connected to the GBMSD interceptor sewer.
- Sewer televising is required.
- Mandrel the sewer.

Storm Sewer Review

Comments/Review

- The storm sewer between M3 and M4 is not shown straight in the field. This section will need to be lamped.
- The inlet leads at Fox River Drive are shallow. The storm sewer is shallower than necessary in a few areas. Check for frost heave.
- Provide calculations for the storm sewer sizing.
- Sewer televising is required.
- Mandrel the sewer.
- Bid items list storm sewer pipe as HDPE. This is not an approved pipe material. If this material passes a mandrel and televising, the City will accept.

Water Main Review

Comments/Review

- All tracer wire will need to be reviewed via performing locates.
- The water main depth will need to be reviewed by checking valve depth.
- A pressure test will need to be performed.

- Perform a fire flow test at the last hydrant.



01/08/2016
Scale 1:1200

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Recommendations from City Engineer from Parking and Traffic Action Items

Parking and Traffic Recommendations**December 17, 2015 Meeting****Action Items for the Board of Public Works****Parking Items:**

1. Parking Sign Installation on Lost Dauphin - Across from St Norbert Stadium:
Currently, staff is installing signs temporary no parking signs along Lost Dauphin during certain events at Schneider and Nicks Fields. There was a request to consider permanent no parking during event signs. However, it is very difficult to determine what is considered “an event”. Rather than restrict parking, parking should be allowed along Lost Dauphin as there is adequate width.

Recommendation:

Staff will recommend that parking be allowed on Lost Dauphin during “events”. If approved, a notification letter will be sent to residents.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Discuss Updates from City Engineer for Parking and Traffic Minutes

Parking and Traffic Minutes**December 17, 2015****Updates for the Board of Public Works****Parking Items:**

1. No Parking on East Side of Ontario Near Chicago:
 - Engineering staff will evaluate in spring. Based on aerials and a field review, parking does not appear to be a problem on the east side of Ontario, just south of Chicago.
2. Old Ivy Court Parking Restriction (Referred back from Board):
 - Staff had recommended parking on only one side due to the street width of 30 feet, the proximity to the park and a large number of vehicles at peak times, and the area was noted as a hazard by the police. Alternatives were discussed. Options include:
 - i. New section in the ordinance for seasonal soccer parking. The difficulty is that this could result in a large number of additional parking modifications based on other activities such as baseball, football, etc. Staff does not support this approach.
 - ii. Install more parking in the park. This has been discussed with the Park Department. There was some uncertainty on whether additional parking could be added. This is not included in the budget.
 - iii. Parking and traffic recommends that the parking be restricted on one side or that no parking restrictions be done on the cul de sac.
3. Restricted Parking Request on Sixth Street - 520 to 606 S. Sixth:
 - No action. Staff has reviewed the situation and conducted a parking review over a one month period. There were very few cars parked in this area. The parked cars were residents' vehicles or service vehicles for the residents.
4. Restricted Parking Request on Sixth Street - Butler to 320 S. Sixth:
 - This request came several years ago. It was reviewed and denied. There is adequate space on Sixth Street for parking.

- As part of the site plan approval for the business at 300 S. Sixth Street, additional parking was required. This parking area has not been built. Staff has sent a letter to the property owner ordering in the parking lot expansion.
 - No action is recommended at this time until the changes related to the additional parking are reviewed.
5. Paint Parking Stall Lines on Reid Street, East of Third:
- This request was made due to the large number of parked vehicles on Reid Street for St. Norbert College.
 - Staff will follow-up on this request as follows:
 - i. Contact St Norbert to see if they are in favor of the painted stalls
 - ii. Create an exhibit on a parking stall layout on Reid and the current locations of painted parking stalls in the City.
 - iii. This item will be brought to the BOPW for input on a policy of painting stalls after staff receives feedback on St Norbert.
 - Additional considerations for this include:
 - i. There has been discussion for the City to vacate Reid Street to St Norbert in the future.
 - ii. Additional striping in the City will result in additional paint costs and staff time.
6. Highview Street Parking:
- Staff met with the School District. The existing parking lot is at capacity. Based on a news article in the school paper, all parking student parking stalls have been sold. The school is repairing the parking lot this spring. As part of the work, the school has indicated that they will look into options for adding parking as part of this work.
 - No action is recommended at this time until the impacts of the parking lot repair can be evaluated.
7. Crosswalk Signs on Eighth:
- Signs are being added as part of the WisDOT project in 2017. Eighth will be partially closed for part of the summer in 2016 for utility construction. Staff did not feel signs should be added with the upcoming construction projects
 - No additional action is recommended at this time.
8. Crossing Difficulty on Broadway at Bomier:
- Staff will conduct a pedestrian crossing count in the spring.
9. Crossing Difficulty on Broadway at George, Randall, Ridgeway (Update):
- The Engineering Department is completing a study in 2016 to review pedestrian safety and crossings.
10. Crosswalk at West De Pere High School to VFW Park (School Request - Update from Last Meeting):
- This would be a mid-block crossing.
 - The location does not meet warrants for a crossing. There were six crossing s in the morning and twelve in the afternoon. This may be re-evaluated in the future.
11. Crosswalk on George at Adams:
- This location does not meet warrants for a crossing. There were four pedestrian crossings in the morning and two in the afternoon.
12. Memory Lane - No Outlet Sign:
- This location does not meet the policy for installing a “No Outlet” sign. It is less than 500 feet long and the end is visible from Lost Dauphin.

13. Colored Crosswalk Policy:

- Staff is working on a policy where colored crosswalks are installed. This will be brought to the Board in the future.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Green Bay Traffic Signal Agreement*

In the past, the City always used Brown County Highway Department to perform maintenance and repairs to the City's traffic signal. In 2015, the County requested the City enter into a new municipal agreement (see attached agreement) to continue to perform traffic signal maintenance and repairs. The County's agreement was a broad agreement to cover all municipalities throughout the County. Staff could not come into agreement terms with the County because as part of the agreement the County required the City to maintain the storm sewer within a County road. Therefore, the City started utilizing the City of Green Bay to perform maintenance and repairs to all the City's traffic signals. The attached agreement formalizes the services the City of Green Bay provides.

Staff recommends approval of the agreement with the City of Green Bay.

ATTACHMENTS:

- Green Bay traffic signal agreement (PDF)
- Brown County Highway Agreement (PDF)

INTERGOVERNMENTAL AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE

THIS AGREEMENT is made and entered into as of the 1st day of August, 2015 pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between, the City of De Pere (hereinafter "DEPERE"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin, collectively hereinafter referred to as the PARTIES.

WITNESSETH

WHEREAS, the PARTIES are interested in creating a contractual relationship to maintain traffic signals owned by DEPERE within the corporate limits of DEPERE;

NOW, in consideration of the mutual covenants and promises contained herein, the PARTIES covenant and agree as follows:

1. Repair Service & Maintenance: Upon request from DEPERE, GREEN BAY shall perform repairs and replacements of traffic signal equipment and parts such as bulbs, visors, back plates, signal housing, brackets poles, anchor bases, electrical services, wiring, control cabinets, and equipment contained inside of control cabinets. GREEN BAY will not perform any underground and/or excavation work for pull boxes, pole bases, or buried conduit. GREEN BAY shall, as requested by DEPERE, respond to calls for service work both during and outside of regular business hours (on a 24-hours per day and 7 days per week basis). GREEN BAY shall provide a current contact list for DEPERE's use for such service call requests. GREEN BAY shall program traffic signal controllers pursuant to timing specifications and requirements only as requested by DEPERE, and at all other times DEPERE shall program its traffic signal controllers. GREEN BAY shall maintain and provide all of the above services for any and all additional traffic signal installations owned by DEPERE and added to DEPERE's traffic signal system.
2. Management & Inspections: GREEN BAY shall perform traffic signal equipment inspections and conflict monitor testing as required by Federal regulations on an annual basis without the requirement of a request from DEPERE. DEPERE shall routinely review and inspect the general condition and function of its traffic signal system and shall inform GREEN BAY of its traffic signal maintenance needs. GREEN BAY will not routinely patrol DEPERE's traffic signal system for any problems,

malfunctions, or failures. Other than inspections and testing required by federal regulations, GREEN BAY is ultimately dependent on the requests it receives from DEPERE to perform maintenance and service work in accordance with the terms of this Agreement. DEPERE shall plan, organize and manage its traffic signal installation projects and existing traffic signal reconstruction projects and shall perform its own underground utility locates. GREEN BAY will not perform any major traffic signal project work for DEPERE, but upon request shall consult with DEPERE regarding new signal design and existing signal maintenance projects.

3. Information & Access: DEPERE shall regularly inform GREEN BAY of any changes or additions to its traffic signal system including traffic signal project work to allow for GREEN BAY to perform its services under this Agreement efficiently and effectively. DEPERE shall provide to GREEN BAY digital copies of current constructed traffic signal system plans which show all conduits, pole bases, wires, detectors, cabinets, poles, pull boxes, equipment manufacturers and model numbers. DEPERE shall provide to GREEN BAY keys, lock combinations and any other special lock tools for locked traffic signal equipment. DEPERE shall maintain a copy of the current traffic signal timing plan in each controller cabinet. GREEN BAY shall provide and maintain documentation of all work performed on traffic signals. Such work documentation shall be kept in the associated traffic signal controller cabinet.
4. Costs and invoicing: GREEN BAY shall invoice DEPERE for actual costs of labor, fringe benefits, equipment usage, parts, materials, sublet services and administrative fees, expended by GREEN BAY in the performance of work under this terms of this Agreement and for costs of worker compensation and employers liability charges at the current rate for class code 9412-Municipal Operations of the Wisconsin Compensation Rating Bureau. All charges shall be invoiced at a pass-through rate.
5. Insurance: DEPERE shall maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury, and it shall name GREEN BAY as an additional insured for and during such time as employees of GREEN BAY are engaged in traffic signal maintenance of traffic signal owned by and located in DEPERE and are otherwise performing work for DEPERE as contemplated by this Agreement. Both PARTIES agree to maintain workers compensation insurance coverage and be responsible for any job-related injury occurring to employees performing work for their respective entity under this Agreement.
6. Indemnification. DEPERE shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees,

- agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of DEPERE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. This indemnity provision shall survive the termination of the Agreement.
7. Immunity: Notwithstanding any other portions of this agreement, nothing contained herein is intended to waive or estop the PARTIES or their insurers to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80 of the Wis. Stats. To the extent that indemnification is available and enforceable, the PARTIES or their insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
 8. Scheduling of services: GREEN BAY will make all reasonable and deliberate effort to perform under this Agreement but enters this Agreement with DEPERE under the understanding that the traffic signal maintenance and repair activities within the corporate limits of GREEN BAY take priority. Therefore, if due to an extraordinary high volume of service work for its traffic signals, adverse weather conditions, or other reason beyond the reasonable control of GREEN BAY, performance under this Agreement is made impractical, GREEN BAY shall be excused from performance hereunder.
 9. Term and renewal of Agreement: The term of this Agreement shall be for an initial five (5) year period beginning August 1, 2015 and ending July 31, 2020, with the option to renew for an additional three (3), five-year (5) terms upon written letter agreement.
 10. Termination of Agreement: Either party may terminate this Agreement with or without cause upon a thirty (30) business day written notice to the other party.

11. Authorized Agents & Notice: The following authorized agents are designated as the representatives of the respective municipalities and such offices are authorized by this Agreement to administer the provisions hereof, including entering into agreements concerning schedules as provided in this Agreement. All required notices under the terms of the Agreement shall be deemed delivered as of the postmark date, postage prepaid to:

CITY OF DE PERE

City Engineer
Department of Public Works
925 Grant Street
De Pere, WI 54115
(920) 339-4060

CITY OF GREEN BAY

Operations Director
DPW-Operations Division
519 South Oneida Street
Green Bay, WI 54303
(920) 448-3100

12. Miscellaneous:

- (a) Entire Agreement: This Agreement supersedes any and all agreements previously made between the PARTIES relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all PARTIES.
- (b) Assignment: It is expressly understood that the parties may not assign any rights or obligations hereunder without the prior written consent of the other party.
- (c) Law Governing: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin.
- (d) Severability: If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

(e) Amendments: Any amendments to this Agreement shall be agreed upon by both PARTIES in writing.

IN WITNESS WHEREOF, the PARTIES hereby set their hands and seals as of the date first written above.

CITY OF DE PERE

Michael Walsh, Mayor

Shana Defnet, Clerk

CITY OF GREEN BAY

James J. Schmitt, Mayor

Kris Teske, Clerk

Brown County

MUNICIPAL MAINTENANCE AGREEMENT

Municipality: City of De Pere

Year: 2015

Road Miles: 105.81

A. GENERAL

The signatory, City of De Pere (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to provide general maintenance activities for 2015 calendar year.

The authority for the Municipality to enter into agreements with the County Highway Commissioner is extended by Section 83.035 of Wisconsin State Statutes and 6.10 of Brown County Ordinances.

The Municipality agrees to fund 100% of the maintenance work in accordance with labor, machinery, and material costs including small tools and administration charges.

The purpose and importance of having this agreement between the County and the Municipality is twofold. First, the Municipality and the County can better set their budgets accordingly for the upcoming year. Second, the County can ensure staff and equipment levels are provided for the upcoming year based on the committed work from the Municipality. A Municipality that utilizes the County for winter maintenance work needs to commit to utilizing the County for summer maintenance work to offset the year-round County expenses of the snowplow operator's salaries and fringe benefit costs.

B. MAINTENANCE WORK SUMMARY

The municipalities have four options this year for utilizing County services:

1. **Winter Maintenance** (includes general maintenance activities for funding minimum, and as desired by the Municipality, and on call emergency services).

The average plow operator has a yearly salary and fringe benefit of approximately \$75,000. For each plow operator committed to the Municipality for full time plowing during the winter months, the Municipality agrees to utilize the County for enough summer (general) maintenance activities to offset the year-round County expenses for this employee. Therefore, winter maintenance will be in minimal increments of \$75,000 per plow operator committed to the Municipality.

If the Municipality enters into an agreement with the County for winter maintenance work, the County will perform on call emergency services at normal labor, machinery, and material costs.

For winter maintenance, snowplow operators will typically be sent out to plow the Municipality's roadways when the County sends out plows for County highways, or as otherwise needed. The Municipality will not be contacted for permission prior to sending out County plows for the Municipal roadways.

2. **General Maintenance** (includes general maintenance activities and/or on call emergency services).

The Municipality can utilize the County to perform certain general maintenance activities and/or on call emergency services. The County will charge normal rates for the general maintenance work, and a rate equal to 50% above (1.5 times) normal labor, machinery, and material costs for on call emergency services not pertaining to the contracted general maintenance activities. For example, if a Municipality has contracted for pavement markings with the County, then normal rates would be used for that work. If this same Municipality needed emergency help with a storm cleanup, then the 1.5 times rate would be applied for on call emergency services.

3. **On Call Emergency Services** (only for on call emergency services).

The Municipality can elect to enter into an agreement with Brown County for only on call emergency services. By selecting this, the Municipality sets up an agreement with the County for emergency work – downed trees, flooding, storm clean up, emergency road or bridge repair, etc. Without an agreement, the Municipality will need to take care of this work without the County's help. Please note, the County will charge a rate equal to 50% above (1.5 times) normal labor, machinery, and material costs for on call emergency services as there are no dedicated staff budgeted for maintenance work for that Municipality. In addition, the County will only provide emergency services when staff and machinery is available – our first priority is to the State, County, and Municipalities with winter maintenance agreements. As soon as staff and machinery is available, the County will assist the Municipality with their emergency service request.

4. **No Agreement.**

The Municipality may also select to not enter into an agreement with the County for any services.

C. MAINTENANCE WORK SELECTION

The Municipality hereby requests the following services from Brown County for calendar year 2015:

1. ☐ **Winter Road Maintenance** (Snow Plowing and Salting). On call emergency services are included in winter road maintenance at normal costs.

Check the following items to be done in addition to the winter maintenance:

- | | |
|--|---|
| ☐ General Road Maintenance
(pothole repair, crack filling, road
patching/repair etc.) | ☐ Drainage – Ditch Excavating |
| ☐ Pavement Marking | ☐ Culvert Pipe Replacement (Including
engineering & permitting if needed) |
| ☐ Signing & Traffic Control | ☐ Bridge Maintenance |
| ☐ Traffic Signal Maintenance | ☐ Pavement Sweeping |
| ☐ Shoulder Grading | ☐ Road Design |
| ☐ Guardrail Installation/Repair | ☐ Road Construction (Towns Only) |
| ☐ Roadside Grass Mowing & Brushing | ☐ Bridge Inspections |
| ☐ Litter Pickup | ☐ Other Click here to enter text. |

2. ☐ **General Maintenance** (Check all that Apply)

- | | |
|---|---|
| ☐ General Road Maintenance
(pothole repair, crack filling, road
patching/repair, etc.) | ☐ Drainage – Ditch Excavating |
| ☐ Pavement Marking | ☐ Culvert Pipe Replacement (Including
engineering & permitting if needed) |
| ☐ Signing & Traffic Control | ☐ Bridge Maintenance |
| ☐ Traffic Signal Maintenance | ☐ Pavement Sweeping |
| ☐ Shoulder Grading | ☐ Road Design |
| ☐ Guardrail Installation/Repair | ☐ Road Construction (Towns Only) |
| ☐ Roadside Grass Mowing & Brushing | ☐ Bridge Inspections |
| ☐ Litter Pickup | ☐ Other Click here to enter text. |

3. ☐ **On Call Emergency Services Only**4. ☐ **The Municipality does NOT wish to enter into an agreement with the County for 2015 for any services.****D. RATES**

Brown County will charge machinery, labor, and material costs including small tools and administration charges for work performed per this agreement. The current 2014 rates will be used until 2015 rates are determined, at which time the new rates will be used and the Municipality will be notified. All machinery, labor, and material costs are subject to a 5% administrative fee.

Machinery Rates

Machinery rates are per Wisconsin DOT Highway Maintenance Manual for Classified Equipment Rates Standard and Special Rated Units (Attachment #1). Snowplows have a combined equipment rate and are summarized as follows per hour:

Single Axle Truck with plow & wing, spreader & 5-yard box	\$81.90
Tandem Axle Truck with plow & wing, spreader, & 10-yard box	\$107.46
Tri-Axle Truck with plow & wing, spreader, & 15-yard box	\$103.08
Quad-Axle Truck with plow & wing, spreader, & 15-yard box	\$92.96
Motorgrader (Over 150 hp, 6-wheel drive) with widening wing	\$98.72

If surveying is required, the rate per hour for survey equipment is as follows:

Survey Equipment	\$10.00
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Labor Rates

The 2015 labor rates per employee classification per hour are as follows:

Superintendent	\$49.81
Foreman	\$38.05
Laborer/Operator	\$36.43
Summer Intern Laborer	\$16.80
Engineering Manager	\$62.85
Senior Civil Engineer	\$51.71
Civil Engineer	\$40.86
Engineering Technician II	\$44.16
Engineering Technician I	\$41.57

Material Rates

The 2015 cost for salt and sand/salt are as follows:

Salt	\$58/ton
Sand/Salt Mix	\$31/ton

Any salt purchased from Brown County by the Municipality must be utilized by the Municipality for its own roads, parking lots, or pedestrian walkways. The salt shall not be resold to any other entity or municipality for profit.

E. AGREEMENT AMOUNT

Brown County agrees to provide maintenance activates for the Municipality located within said government territory as identified by WISLR (Wisconsin Information System for Local Roads) records. Current WISLR maps are incorporated by reference as a contract document. The Municipality agrees that it will utilize County maintenance expenditures during the calendar year as follows:

1. ☐ Winter Maintenance & General Maintenance Items
(Minimums as set forth above).

For 2015 a minimum total amount of:	\$Click here to enter text.
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2. ☐ General Maintenance Items (No minimum total amount).

For 2015 an estimated amount of:	\$Click here to enter text.
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3. ☐ On Call Emergency Services Only (No minimum total amount).

For 2015 at 1.5x charge out rate.	\$ N/A
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In the event that a Municipality anticipates a major project in the following calendar year, the Municipality may carry over an unused minimum spending requirement to be used for that project. Such carry over may not be further than the next calendar year.

F. BILLING

As work progresses, the Municipality will be billed monthly for the work performed in accordance with the provisions of this agreement.

G. MAINTENANCE RESPONSIBILITY

On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, inlet/catch basin clean outs, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, storm sewer, water and utility repair & maintenance, and mowing outside of the curb (terrace).

H. INDEMNIFICATION

The Municipality hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by the County, its officers, officials, employees, agent or assigns. The County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

I. MUNICIPALITY'S AUTHORIZED PERSONNAL

The Municipality authorizes the following individuals to request services on behalf of the Municipality by telephone or in writing (including email) with the County. All telephone conversations requesting services are considered binding.

Name (Printed Legibly or Typed)	Title
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

J. AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

FOR THE MUNICIPALITY:

Name & Title

Date

FOR THE COUNTY:

Paul Van Noie, Director/Highway Commissioner
Brown County Public Works Department

Date

Attachment #1



Highway Maintenance Manual
Chapter 02 Administration
Section 25 Cost Invoicing
Subject 50 Classified Equipment Rates

Bureau of Highway Maintenance
January 2014

1.0 2014 Classified Equipment Rates Standard and Special Rated Units

<u>Class</u>	<u>Description</u>	<u>Rate</u>	<u>Est. Life</u>
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AIR COMPRESSORS

Rates are for the compressor and pneumatic tools used with the compressor, except breakers, jackhammers (class 929), and wagon drills. Rates do not include equipment used to transport the compressor.

<u>402</u>	125 through 209 cubic foot per minute capacity -----	17.06/hr.	10 years
<u>403</u>	210 cubic foot per minute capacity and over-----	22.06/hr.	10 years

BITUMINOUS EQUIPMENT

Note: Paver rates include the cost of automatic controls.

<u>701</u>	Bitumen kettle, 1-2 bbls., inclusive, includes fuel -----	11.90/hr.	8 years
<u>702</u>	Bitumen kettle, 3-5 bbls., inclusive, includes fuel -----	20.04/hr.	8 years
<u>707</u>	Tank car heater (except wood or coal fired)-----	12.20/hr.	12 years
<u>708</u>	Trailer style distributor, including tank and equipment, but not the truck-----	43.34/hr.	12 years
<u>709</u>	Patch material heater and mixer (surge bin) -----	19.98/hr.	12 years
<u>710</u>	Heating kettle, double jacketed -----	38.40/hr.	8 years
<u>712</u>	Self-propelled paver and finishing machine -----	1.46/ton	8 years
<u>712</u>	Self-propelled paver and finishing machine -----	2.12/c.y.	8 years
<u>713</u>	Portable storage tank for oil/emulsion with heating unit; charge only for hours of heating or pumping-----	24.20/hr.	12 years
<u>714</u>	Portable supply or storage tank for oil/emulsion -----	36.74/day	12 years
<u>716</u>	Slide in distributor, including truck, rear drive 23,000 through 49,999 lbs.-----	93.62/hr.	7 years
<u>717</u>	Slide in distributor, including truck, tandem rear drive 23,000 through 49,999 lbs. -----	43.76/hr.	9 years
<u>718</u>	Slide in distributor, including truck, tandem rear drive, 50,000 lbs. and over-----	120.66/hr.	9 years
<u>719</u>	Pavement profiler, under 2', not self-propelled -----	41.80/hr.	10 years
<u>720</u>	Pavement profiler, self-propelled or not self-propelled over 2' (<u>Alternate Photo</u>) -	69.74/hr.	8 years

GENERATORS, PORTABLE ELECTRIC

<u>805</u>	3,001 watt output through 10,000 watt output-----	18.62/hr.	12 years
<u>806</u>	10,001 watt output and over-----	101.70/hr.	12 years

GRADERS, MOTOR

Note: The cost of automatic controls (i.e. lasers) is not included in the grader rates. A separate add-on rate for lasers is identified as class 315.

Classifications are in accordance with rated net flywheel horsepower (hp), exclusive of attachments. Horsepower shall be in accordance with Society of Automotive Engineers (S.A.E.) standard 1349.

<u>302</u>	Less than 85 hp -----	40.96/hr.	10 years
<u>305</u>	At least 85 hp -----	58.26/hr.	10 years
<u>306</u>	At least 140 hp -----	53.68/hr.	10 years
<u>307</u>	At least 150 hp -----	70.48/hr.	10 years
<u>308</u>	Six wheel drive (front and tandem rear axles, all drive) -----	76.98/hr.	10 years
<u>315</u>	Slope controller for grader -----	22.58/hr.	10 years

GRADERS, TOW TYPE ATTACHMENT

<u>321</u>	Single blade -----	5.22/hr.	10 years
<u>323</u>	Dual blade (8 ft. blade and over and return blade attachment)-----	18.22/hr.	10 years

MAINTAINER ATTACHMENTS

<u>392</u>	Hydraulically operated return blade-----	5.88/hr.	10 years
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MOWERS AND MOWER ATTACHMENTS

<u>410</u>	Motorized lawnmower, 30" through 59" cut -----	17.50/hr.	5 years
<u>411</u>	Motorized lawnmower, 60" cut or more -----	21.80/hr.	5 years
<u>412</u>	Disc bar attachment-----	24.56/hr.	10 years
<u>413</u>	Rotary, reel, and flail attachments-----	14.62/hr.	10 years
<u>414</u>	Sickle bar attachment-----	16.94/hr.	10 years
<u>415</u>	2 pan section (single unit), rotary, reel, flail, etc. -----	22.40/hr.	10 years
<u>416</u>	3 pan section (single unit), rotary, reel, flail, etc. -----	26.20/hr.	10 years

ROAD ROLLERS

<u>531</u>	Tow-type, including sheepsfoot, vibrating and non-vibrating----- (Alternate Photo) (Alternate Photo)	15.16/hr.	10 years
<u>532</u>	Self propelled, non-vibratory-----	48.82/hr.	10 years
<u>533</u>	Self propelled, vibratory, 1 through 2 tons-----	41.06/hr.	8 years
<u>534</u>	Self propelled, vibratory, over 2 tons-----	43.48/hr.	8 years

SCRAPERS AND SCRAPER ATTACHMENTS

Scrapers are rated as a unit with the tractor used exclusively for scraper operation. Capacity is based on the manufacturer's truck capacity without sideboards.

<u>546</u>	14 cubic yards and over-----	86.82/hr.	10 years
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<u>547</u>	Scraper, twin engine -----	144.90/hr.	10 years
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SHOULDERING MACHINES

<u>450</u>	Shoulder reclaimer -----	21.00/hr.	10 years
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<u>451</u>	Motor grader attachment-----	79.00/hr.	10 years
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<u>455</u>	Self propelled, 2wd or 4wd with between 6' and 12' extension-----	130.50/hr.	10 years
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SHOVELS

Complete units classified by capacity, including the truck or tractor. Capacity is based on manufacturer's rating.

<u>552</u>	Truck mounted, including hydraulic cable operated combination back-hoe units (i.e. Gradall)-----	64.20/hr.	10 years
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<u>555</u>	Track-type backhoe, through 99 hp -----	49.00/hr.	10 years
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<u>557</u>	Self contained excavator, rubber tire (i.e. Cruz Aire) -----	67.30/hr.	10 years
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<u>558</u>	Shovel, track-type (100 through 149 hp)-----	60.38/hr.	10 years
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<u>559</u>	Shovel, track-type (150hp and over)-----	67.14/hr.	10 years
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SNOW PLOWS, MOTOR GRADER AND TRACTOR ATTACHMENTS

<u>612</u>	Widening wing -----	21.74/hr.	10 years
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SNOW PLOWS, TRUCK ATTACHMENTS

<u>632</u>	V-shape -----	21.96/hr.	10 years
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<u>633</u>	Power reversible, truck mounted -----	12.26/hr.	10 years
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<u>634</u>	One-way (including motor grader or tractor attachments) -----	11.24/hr.	10 years
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<u>635</u>	Widening wing-----	11.38/hr.	10 years
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<u>636</u>	Underbody, fixed moldboard-----	16.48/hr.	10 years
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<u>637</u>	Underbody, power reversible moldboard -----	18.08/hr.	10 years
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SPREADER ATTACHMENTS

These attachments are for applying sand, chips, or deicers. Units purchased after 1/1/86 shall be capable of calibration within 10% of the recommended sodium chloride application rate (100 to 300 lbs./lane mile) at speeds of 15 to 35 miles per hour. The term "computer controlled" means that the controller receives a vehicle speed signal and a spreader feed signal (i.e., closed loop is terminology also used within the industry) and can be calibrated in pounds and liquid per mile. These controllers can be calibrated to apply the exact amount of granular and liquid material per mile at any speed.

<u>420</u>	Spreader, tailgate mounted, computer controlled with on board pre-wetting system (may include anti-icing spray bar)-----	16.52/hr.	8 years
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<u>421</u>	Spreader, hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized, with on board pre-wetting system (may include anti-icing spray bar) -----	29.02/hr.	8 years
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<u>424</u>	Tailgate mounted, non-computerized-----	11.00/hr.	8 years
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<u>425</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized-----	23.16/hr.	8 years
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<u>426</u>	Tailgate mounted, computer controlled-----	11.50/hr.	8 years
<u>427</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized-----	29.56/hr.	8 years
<u>428</u>	Zero-velocity type spreader, includes 'pre-wetting' type system (may include anti-icing spray bar)-----	35.78/hr.	8 years

SPREADERS, SELF-PROPELLED CHIP

<u>440</u>	Single width with mechanical extension-----	171.44/hr.	10 years
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SWEEPERS AND ATTACHMENTS

<u>431</u>	Broom, power take-off or hydraulic pump driven, attached to separate vehicle class-----	32.62/hr.	10 years
<u>432</u>	Broom, self-powered, pulled by separate vehicle down the road-----	33.50/hr.	10 years
<u>433</u>	Street sweeper, mechanical debris collection system, self propelled down the road-----	117.54/hr.	10 years
<u>434</u>	Broom, self powered, self propelled down the road-----	44.08/hr.	10 years
<u>435</u>	Vacuum debris collection system, with or without sweeper, self propelled down the road (Alternate Photo)-----	78.50/hr.	10 years

TRACTORS/SKID STEERS/END LOADERS/DOZERS

These units shall be rated by net flywheel SAE horsepower (hp). Net horsepower shall be in accordance with Society of Automotive Engineers (SAE) standard 1349, and shall not exceed that stated in the manufacturer's national advertising.

<u>202</u>	Wheel-type, 12 through 34 hp-----	27.36/hr.	10 years
<u>203</u>	Wheel-type, 35 through 49 hp-----	27.10/hr.	10 years
<u>204</u>	Wheel-type, 50 through 64 hp-----	29.30/hr.	10 years
<u>205</u>	Wheel-type, 65 through 79 hp-----	33.86/hr.	10 years
<u>206</u>	Wheel-type, 80 through 99 hp-----	37.26/hr.	10 years
<u>207</u>	Wheel-type, 100 through 149 hp-----	53.54/hr.	10 years
<u>208</u>	Wheel-type, 150 through 214 hp-----	61.20/hr.	10 years
<u>209</u>	Wheel-type, 215 hp and more-----	77.12/hr.	10 years
<u>214</u>	Track-type dozer, 12 through 64 hp-----	57.68/hr.	10 years
<u>215</u>	Track-type dozer, 65 through 79 hp-----	47.96/hr.	10 years
<u>216</u>	Track-type dozer, 80 through 99 hp-----	48.76/hr.	10 years
<u>217</u>	Track-type dozer, 100 through 149 hp-----	64.38/hr.	10 years
<u>218</u>	Track-type dozer, 150 through 214 hp-----	82.48/hr.	10 years
<u>219</u>	Track-type dozer, 215 hp and more-----	105.30/hr.	10 years
<u>221</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 20 through 64 hp----- (Alternate Photo) (Alternate Photo)	28.46/hr.	10 years

<u>222</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 65 through 79 hp-----34.20/hr. (Alternate Photo) (Alternate Photo)	10 years
<u>223</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 80 through 99 hp-----37.50/hr. (Alternate Photo) (Alternate Photo)	10 years
<u>224</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 100 through 150 hp -----44.14/hr.	10 years
<u>250</u>	Backhoe/loader/tractor, (80 to 100 hp) -----47.08/hr.	10 years

TRAILERS

Classification shall be based on the manufacturer's rated capacity for the specific model trailer

<u>490</u>	Less than 1 ton (use manufacturer's rated capacity) -----11.14/hr.	10 years
<u>491</u>	1 through 4 tons (use manufacturer's rated capacity) -----15.12/hr.	10 years
<u>493</u>	5 through 29 tons (use manufacturer's rated capacity)-----25.18/hr.	10 years
<u>496</u>	30 tons and over (use manufacturer's rated capacity)-----44.34/hr.	10 years

TRUCKS

Classifications shall be based on the manufacturer's gross vehicle weight (GVW) rating assigned to the specific model, including all component equipment recommended or required by the manufacturer, as listed in the current national advertising and specifications. No consideration shall be given to any GVW that may be assigned for a specific purpose, preferred service, limited area, or that is not included in the national advertising for that model. If optional GVW's or a range of GVW's are given without identifying equipment necessary to place the unit within the range, the average of the range shall be used.

**The washing of trucks performing winter activities shall be charged to the job using activity code 072.
All other (non-winter) truck washing shall be charged to the truck unit.**

<u>101</u>	Rear drive or 4wd, 15,000 lbs and less -----13.94/hr.	6 years
<u>103</u>	Rear drive or 4wd, 15,001 through 17,999 lbs-----20.32/hr.	6 years
<u>104</u>	Rear drive or 4wd, 18,000 through 22,999 lbs-----24.56/hr.	6 years
<u>106</u>	Rear drive or 4wd, 23,000 lbs through 49,999 lbs -----46.60/hr.	10 years
<u>112</u>	Rear drive or 4wd, more than 50,000 lbs -----87.00/hr.	15 years
<u>117</u>	Tandem rear drive through 49,999 lbs -----52.96/hr.	9 years
<u>118</u>	Tandem rear drive, 50,000 lbs and over -----67.30/hr.	9 years
<u>1118</u>	Tandem rear drive, 50,000 lbs and over, with tri-axes -----62.92/hr.	9 years
<u>1128</u>	Tandem rear drive, 50,000 lbs and over, with quad-axes-----52.80/hr.	9 years

VEHICLES

<u>114</u>	Automobiles -----0.80/mile	100,000mi
<u>115</u>	Commissioner Vehicle (Administration Account) -----set rate locally	100,000mi
<u>119</u>	Vans, Extended cabs, SUV's -----14.74/hr.	5 years
<u>120</u>	Patrol superintendent vehicles -----0.58/mile	100,000mi

MISCELLANEOUS EQUIPMENT

901	Backhoe attachment/Grapple (Alternate Photo)-----	8.60/hr.	10 years
902	Brush chipper-----	30.70/hr.	8 years
906	Mechanical tamper, self-powered -----	32.90/hr.	8 years
907	Ripper attachments for graders or tractors -----	70.88/hr.	10 years
908	Surge bin-----	42.00/hr.	15 years
910	Arrow board, self contained on trailer-----	4.58/hr.	10 years
911	Gravel conveyor-----	27.72/hr.	12 years
912	Mudjack -----	41.14/hr.	10 years
915	Post hole digger (auger), power attachment-----	25.32/hr.	10 years
918	Screening plant-----	0.34/ton	10 years
918	Screening plant-----	0.50/c.y.	10 years
919	Spring tooth or disc harrow attachment-----	10.12/hr.	10 years
922	Welder, electric, per 100 amp capacity (does not include cost of welding rod) -----	3.64/hr.	10 years
923	Water pump, centrifugal (with or without pintle hitch) (Alternate Photo)-----	22.46/hr.	5 years
924	Water pump, diaphragm -----	32.42/hr.	5 years
925	Sprayer, multi-purpose stand alone, liquid distribution system, including tank, spray bar, nozzles, to be used for spot weed spraying or dust control, excluding anti-icing. -----	18.38/hr.	10 years
926	Water tanker or portable tank with pump and spray bars, not for anti-icing, exclusive of motive equipment (no charge may be made while in transit)----- (Alternate Photo)	23.88/hr.	8 years
930	Hydro-seeder with water supply-----	56.96/hr.	10 years
931	Mulch spreader with water supply -----	67.32/hr.	10 years
932	Brush cutter, (backhoe mounted on boom)-----	33.26/hr.	5 years
933	Shoulder drag-----	29.24/hr.	10 years
934	Concrete saw, through 9 hp. including blades-----	48.26/hr.	3 years
935	Concrete saw, 10 through 24 hp. including blades -----	37.22/hr.	5 years
936	Concrete saw, over 25 hp, includes blades -----	79.78/hr.	10 years
937	Hot air lance -----	8.96/hr.	5 years
938	Pavement router/joint cleaner/roto-cutter, asphalt, -----	35.32/hr.	5 years
939	Field office, Class A-----	55.00/day	15 years
940	Brush cutter (tractor mounted)-----	23.36/hr.	3 years
941	Bump burner, infrared or open flame grader attach-----	49.36/hr.	12 years

<u>942</u>	Post pusher/driver (wood or metal)-----	14.80/hr.	12 years
<u>946</u>	Trailer, sign -----	13.02/day	10 years
<u>947</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity thru 20 hp. -----	41.10/hr.	10 years
<u>948</u>	Aerial platform (self propelled or trailer mounted) -----	20.12/hr.	12 years
<u>949</u>	Attenuator (truck mounted or towed)-----	8.32/hr.	10 years
<u>950</u>	Centerliner, mtd. on dual axle truck -----	78.92/hr.	10 years
<u>951</u>	Centerliner, mtd. on single axle truck -----	87.22/hr.	12 years
<u>952</u>	Liquid dust control, applicator only -----	0.40/gal	8 years
<u>953</u>	Boom for mowers, attached to tractor -----	14.10/hr.	10 years
<u>954</u>	Sign truck, 23,000 lbs and over, incl. storage cabinets, boom/auger/crane and aerial platform -----	30.50/hr.	6 years
<u>955</u>	Tailgate conveyor or spreader box -----	25.16/hr.	12 years
<u>956</u>	Hydraulic drill -----	17.00/hr.	8 years
<u>958</u>	Message board (programmable) maximum charge of 12 hours in a 24 hr period -----	10.52/hr.	10 years
<u>959</u>	Sign Truck, under 23,000 lbs. incl. storage cabinets, boom/auger, and aerial platform -----	27.82/hr.	6 years
<u>960</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity 21 hp and greater -----	54.70/hr.	10 years

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: January 11, 2016

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Resolution Authorizing a Petition to the Office of the Commissioner of Railroads - Venture Avenue.*

The City is working with Cedar Corporation and Via Rail Logistics, LLC (VIA Rail) to provide railroad-related engineering services for the coordination with the Canadian National Railway Company (CN) and the Office of the Commissioner of Railroads to establish Venture Avenue as a proposed at-grade railroad crossing.

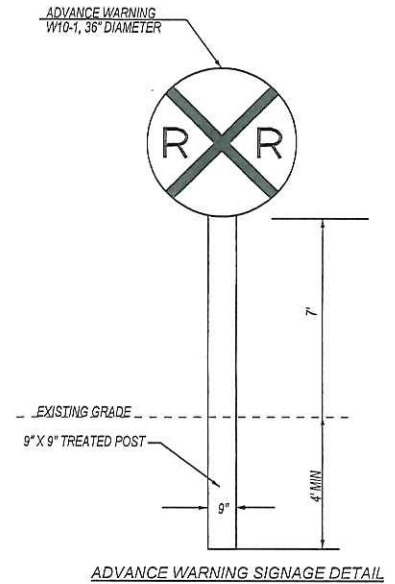
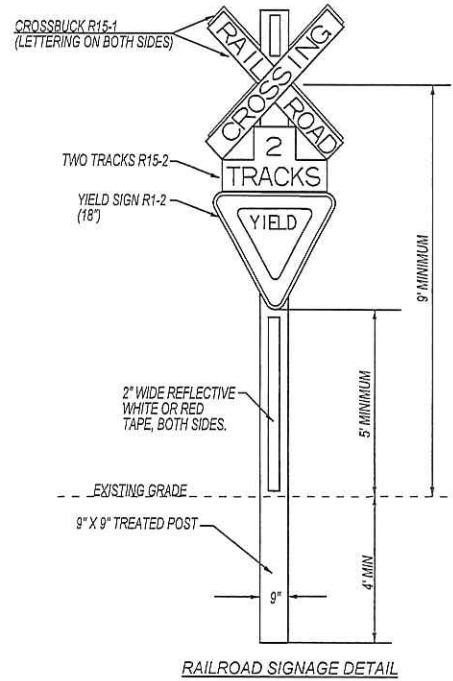
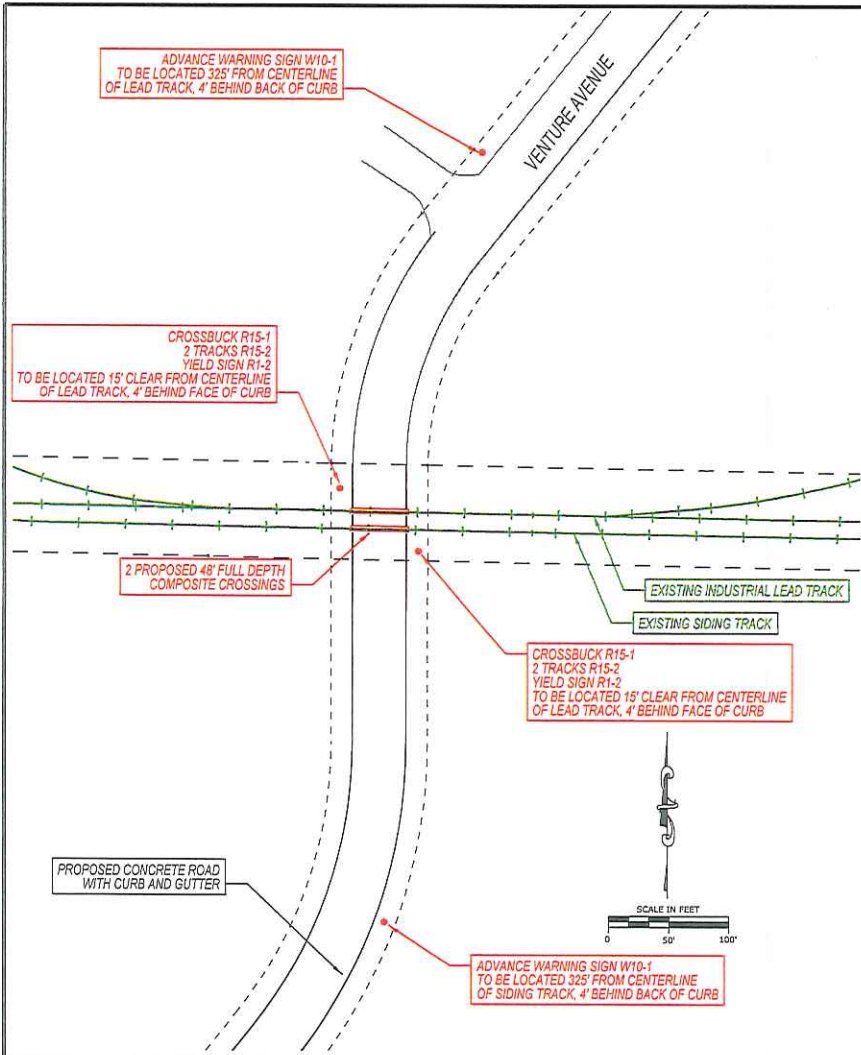
The City is proposing to connect two existing dead end roadways (Venture Avenue) and Fortune Avenue) to expand the West Business Park. The extension of Venture Avenue will cross the existing spur line which is owned and maintained by the City. It is operated by CN.

The City intends to create (2) 48-foot-wide full depth composite at-grade railroad crossings and protect the crossing with reflectorized crossbucks with yield signs as shown on the attached exhibit.

The design and construction work will be completed under City project 16-04 and is funded by TID #6. The staff recommendation is to approve the resolution to authorize a petition to the Office of the Commissioner of Railroads to establish Venture Avenue as an at-grade railroad crossing.

ATTACHMENTS:

- WBPark-Venture Spur Crossing-Signage (PDF)
- City Resolution OCR (PDF)



Cedar
corporation

800-472-7372
www.cedarcorp.com

2020 Walton Commons West, Suite 142
Dousman, WI 53118
920-339-4061
FAX 920-339-4071

VIA RAIL
LOGISTICS, LLC

550 W34326 Ridgeway Drive
Dousman, Wisconsin 53118
phone: 414.405.7682
fax: 925.403.5334



CITY OF DE PERE

ENGINEERING PROPOSED SITE CONDITION
PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

SITE 1 FORTUNE - VENTURE CONNECTION

EXHIBIT NO.6

NAME	BY	DATE	REVISIONS / ISSUES				PAGE NO.
			REV.	DATE	BY	REMARKS	
WEST BUSINESS PARK DEVELOPMENT							
PROJECT #							
10-01							

RESOLUTION AUTHORIZING A PETITION
TO THE WISCONSIN OFFICE OF THE
COMMISSIONER OF RAILROADS FOR
MODIFICATION AND ALTERATION OF THE
ROADWAY SPUR CROSSING – VENTURE AVENUE
BY THE CITY OF DE PERE

January 19, 2016

WHEREAS, the City of De Pere has adopted a site development plan in the West Business Park; and

WHEREAS, the site development plan provides in part for the extension and construction of a roadway connecting Venture Avenue to Fortune Avenue in the City of De Pere; and

WHEREAS, pursuant to Sec. 195.29, Wis. Stats., the Common Council of the City of De Pere and the Board of Public Works of the City of De Pere are the appropriate bodies to petition the Wisconsin Office of the Commissioner of Railroads with regard to the modification and alteration of the roadway crossings by an approved contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE that the Mayor and all other appropriate officers, consultants, and agents of the City of De Pere are authorized and directed to perform all required activities, to execute and process all necessary documents to petition the Office of the Commissioner of Railroads for a modification and alteration of the railroad grade crossings at Venture Avenue in the City of De Pere.

Adopted _____

Approved _____

Mayor

Clerk

bc