



Board of Public Works

Regular Meeting

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

Agenda

Monday, October 9, 2017

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 **October 9, 2017** 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 September 11, 2017 Meeting Minutes.
2. Consider Broadway Pedestrian Crossing Study and Policy Recommendations.*
3. Consider Request for Third Street Parking Restriction (East Side) from Stewart to Marsh Streets.*
4. Clarification of Refuse/Recycle Container Storage Requirements of De Pere Municipal Code 82-3.
5. Consider Nicolet Square Dumpster Services.*
6. Consider Approval of State Municipal Agreement (SMA) with Wisconsin Department of Transportation (WisDOT) for Ashland Avenue at Parkview Intersection.*
7. Consider 2017-2018 Snow & Ice Removal Rates

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 May 12, 2014 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
Definitely De Pere
TV, Newspapers & Radio Stations

Kress Family Library
De Pere Chamber of Commerce
Tim Bald, St. Norbert College
Ken Voight, Ayres & Associates

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: October 9, 2017

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works September 11, 2017 Meeting Minutes.

ATTACHMENTS:

- BOPW Draft Meeting Minutes 9-11-17 (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, September 11, 2017

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

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

Others present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, Kimberly Flom, Economic Development and Planning Director, Bill Boyle, GIS Coordinator, and Pam Denis, Recording Secretary.

II. Public Comment

None.

III. Items

- Approval of the Board of Public Works August 7, 2017 Meeting Minutes.

Aldersperson Raasch moved to approve the August 7, 2017 Board of Public Works meeting minutes, Aldersperson Hanson seconded the motion. Upon vote, the motion passed.

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

- Consider Draft Request for Proposals (RFP) for James St. Design.*

Bill Boyle, GIS Coordinator, presented a draft of the Request for Proposals (RFP) for the James Street design. Kim Flom, Economic Development and Planning Director, reviewed the process for the enhancement of the James Street area. She stated that through the RFP the City would be presented with three conceptual designs and estimated cost ranges, which would then be used to create a final design. Guidance has been provided by a group of stakeholders including, a representative from the Historical Preservation Commission, business representatives and property owners. That committee was unanimous in supporting the removal of the fountain and agreed that the space should be redesigned and enhanced. Kim Flom stated that part of the RFP would involve stakeholder feedback and that Definitely De Pere had also been contacted to give suggestions. Discussion followed, including but not exclusively, to not creating a detriment to those businesses in the area, whether the stadium tax could cover this enhancement, and budget and timing.

Mayor Walsh moved to approve the draft Request for Proposal to be sent to Common Council, Aldersperson Raasch seconded the motion. Upon vote, the motion passed.

Attachment: BOPW Draft Meeting Minutes 9-11-17 (6249 : Approval of BOPW September 11, 2017 Meeting Minutes)

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

3. Discuss West Industrial Park Bicycle Improvement.

Kim Flom, Economic Development and Planning Director, presented an update on the TID 12 Pedestrian Improvement Project that was originally proposed as part of the 2017 budget. The goal of this project is to design and build a pedestrian/bicycle connection from Samantha Park to the De Pere dog park. She stated that at that time questions arose as to the future maintenance of the path so that no funds were bonded for this project in 2017. Currently the project is part of the 2018 budget, being proposed for the 2019 Capital Improvements Project list and is now categorized and titled as TID 11: Pedestrian Path to Dog Park. Discussion followed.

IV. Future Agenda Items

Alderperson Carpenter asked for an update on the railroad crossing on Lande Street. He reminded the Board of earlier discussions on the poor status of the crossing and what could be done to have the railroad fix the problem. Scott Thoresen, Director of Public Works, stated that it is in the coming budget for 2018 and if approved we can still construct. Director Thoresen said that more pressure would be put on the railroad to improve the crossing.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Boyd seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 7:45pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 9, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Broadway Pedestrian Crossing Study and Policy Recommendations.*

Ayres and Associates was hired in 2016 to evaluate pedestrian safety and make recommendations for improvements on Broadway Avenue and to create a crosswalk policy for 4-lane arterial streets throughout the City. The primary area for the Broadway study was the corridor north of downtown from Cass Street to 700 feet north of Randall Street. The scope of services for the project included:

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

The report has been completed and has been placed on the City's website. Letters were sent out to people invited to the public information meeting directing them to the website to review the report. They were also notified of this meeting in that letter.

Recommendations for the Broadway Avenue corridor from Cass Street to 700 feet north of Randall Street are included on pages 29 through 31 in the report. The report recommends a tiered approach to the upgrading pedestrian facilities in the corridor. Staff has included budget worksheets for 2018 for additional marking and signing on the crosswalks and the installation of radar speed feedback signs.

The recommended crosswalk policy is included in Appendix A of the report.

Ken Voight from Ayres and Associates is here to present the report and crosswalk policy. The staff recommendation is to accept the report and approve the City of De Pere Crosswalk Policy.

ATTACHMENTS:

- Final Broadway Report (PDF)

**Broadway Street Pedestrian Safety Study
Cass Street to 700 Feet North of Randall Avenue**



**Prepared for:
City of De Pere, Wisconsin**

Prepared by:
AYRES
ASSOCIATES

June, 2017

Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue

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Appendix: City of De Pere Crosswalk Location Policy

Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue

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Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue

1. Study Background

The City of De Pere has received complaints regarding pedestrian crossing safety and traffic speeds on Broadway Street between Cass Street and a point 700 feet north of Randall Avenue. These concerns include pedestrian crossing safety on Broadway Street, excessive traffic speeds along Broadway Street and the failure of drivers to obey traffic warning devices, including the flashing red flashing STOP signs on school buses picking up or dropping off students. The City has identified the following traffic management measures for evaluation as a part of this study:

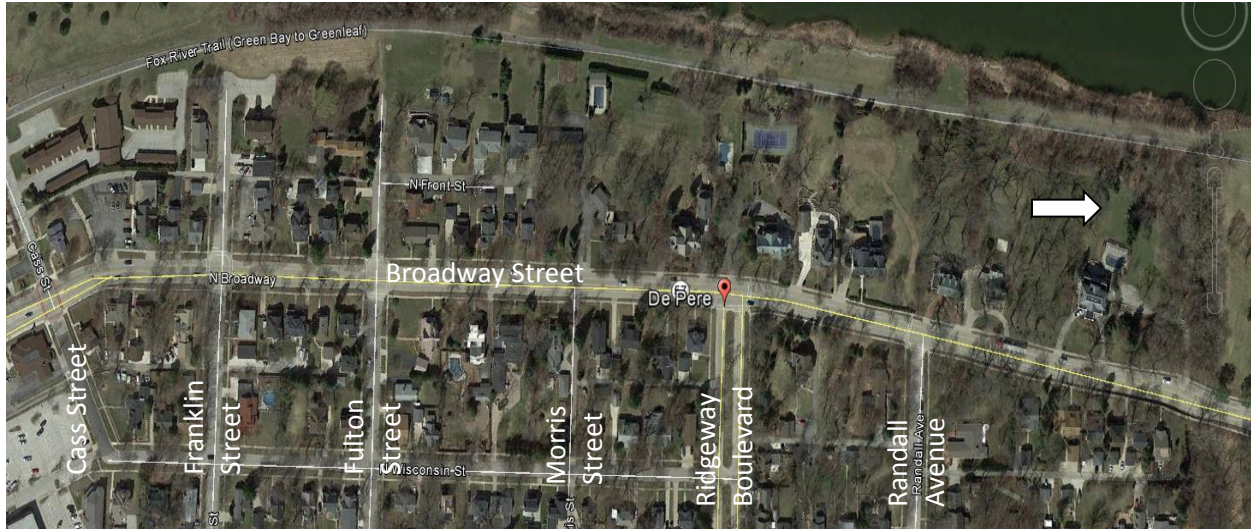
1. Traffic calming options for arterial streets
2. Use of rectangular rapid flashing beacons (RRFB)
3. Use of High-Intensity Activated Crosswalk (HAWK) beacons
4. Traffic signal installation at Broadway/Ridgeway intersection
5. Median pedestrian refuge crosswalk islands
6. Elimination of crosswalks to increase usage of other marked crosswalks
7. Modifications to crosswalk striping patterns

This report has been prepared to identify existing pedestrian and traffic conditions along the study segment of Broadway Street, provide analysis of the traffic management measures listed above, and to recommend pedestrian safety enhancements and traffic speed management controls on Broadway Street. Included in the Appendix of this report is a policy for a city-wide crosswalk location evaluation process.

2. Existing Conditions

For reference purposes, Figure 1 shows the study segment of Broadway Street.

Figure 1: Broadway Street Pedestrian Safety Study Corridor



a. Roadway Design/Traffic Controls

The study segment of Broadway Street is a 44-foot wide, 4-lane arterial street, with a posted 25 mph speed limit. The posted speed limit north of the study segment is 35 mph. On-street parking is not allowed along the study segment of Broadway Street. According to 2015 traffic counts taken by the Wisconsin Department of Transportation (WisDOT), Broadway Street carries 13,000 vpd south of James Street and 17,600 vpd north of Randall Avenue. Ridgeway Boulevard east of Broadway Street carries 3,800 vpd.

Intersection spacing along the Broadway Street study corridor is listed below on Table 1.

Table 1: Broadway Street Intersections

Intersection	Spacing	Crosswalk
Cass Street	--	Yes
Franklin Street	380 ft.	Yes
Fulton Street	350 ft.	Yes
Morris Street	440 ft.	No
Ridgeway Boulevard	350 ft.	Yes
Randall Avenue	430 ft.	Yes

Each of these intersections has marked crosswalks on Broadway Street except at Morris Street. The crosswalk marking patterns range from colored crosswalks at Cass Street to diagonal 'Zebra' style markings at Randall Avenue with the other crossings marked with two standard parallel white lines.

b. Pedestrian/Traffic Gap Data

The *Manual on Traffic Control Devices* (MUTCD) provides national standards for the use of all traffic control devices. The MUTCD requires specific analysis of

traffic/pedestrian volumes and traffic gap availability in the study of pedestrian crossing safety enhancements. Accordingly, the City of De Pere requested that Ayres Associates collect traffic volume, pedestrian counts and traffic gap distribution data at the Broadway Street intersections with Randall Avenue and with Ridgeway Boulevard. Traffic gaps can be qualified as a 'combined' gap when simultaneous gaps occur in both directions of traffic or as 'individual' gaps when gaps are only available in one direction of traffic flow. Tables 2 and 3 summarize the pedestrian and traffic gap data.

Table 2: Pedestrian Two-Way North/South 'Combined' Traffic Gap Summary

*** Randall Avenue Intersection**

Time Period	Gaps Greater Than 14 Seconds		Number of Pedestrians*		Hourly Volume
	Wed. 10/12/16	Thur. 10/13/16	Wed/Thur.		Wed./Thur.
7:00 – 8:00 AM	11	9	1	1	1,340/1,420
7:30 – 8:30 AM	14	12	0	6	
8:00 – 9:00 AM	36	28	0	9	880/910
Total	45	39	1	16	
	Tues. 10/11/16	Thur. 10/13/16			
2:30 – 3:30 PM	21	19	0	0	
3:00 – 4:00 PM	13	20	0	0	1,300/1,240
3:30 – 4:30 PM	8	15	0	0	
4:00 – 5:00 PM	7	16	0	0	1,540/1,480
4:30 – 5:30 PM	7	21	1	0	
Total	36	55	1	0	

*** Ridgeway Boulevard Intersection**

Time Period	Gaps Greater Than 14 Seconds		Number of Pedestrians*		Hourly Volume
	Wed. 10/12/16	Thur. 10/13/16	Wed/Thur.		Wed./Thur.
7:00 – 8:00 AM	21	24	1	0	1,160/1,230
7:30 – 8:30 AM	19	21	0	0	
8:00 – 9:00 AM	39	39	0	0	830/830
Total	58	63	1	0	
	Tues. 10/11/16	Thur. 10/13/16			
2:30 – 3:30 PM	25	13	0	0	
3:00 – 4:00 PM	13	14	0	0	1,280/1,220
3:30 – 4:30 PM	11	18	0	0	
4:00 – 5:00 PM	7	13	0	0	1,490/1,450
4:30 – 5:30 PM	5	11	0	0	
Total	36	42	0	0	

Note: * Traffic gap data, pedestrian and traffic counts were all collected on the same days.

Weather Conditions: October 11th – partly cloudy/72 degrees

October 12th – cloudy/61 degrees

October 13th – cloudy/48 degrees

Based on the 44-foot curb-to-curb width of Broadway Street it is calculated that a pedestrian requires a 'combined' two-way gap in northbound and southbound traffic of 12.6 to 14.7 seconds at a walking speed of 3.5 to 3.0 feet per second, respectively, to safely cross Broadway Street in accordance with the MUTCD. The 14.7 second traffic gap time reflects the slower walking speeds of some elderly and physically disabled citizens.

Randall Avenue: As shown on Table 2, the minimum number of 'combined' traffic gaps exceeding 14 seconds at Randall Avenue was 9 during the morning 7:00 to 8:00 AM time period compared to 7 acceptable gaps during the 4:30 to 5:30 PM time period. As also shown on Table 2, the number of pedestrians crossing Broadway Street during a one-hour time period reaches a maximum of 9 pedestrians during the morning 8:00 to 9:00 AM time period with only 1 pedestrian crossing Broadway Street during the 3-hour evening 2:30 to 5:30 PM time period.

Ridgeway Boulevard: In comparison, at the Ridgeway Boulevard intersection the minimum number of 'combined' traffic gaps greater than 14 seconds was 19 during the 7:30 to 8:30 AM morning time period and 5 during the 4:30 to 5:30 PM evening time period. There was only 1 pedestrian observed crossing Broadway Street during the morning time period with no pedestrians observed during the 3-hour afternoon time period. The traffic gap and pedestrian count data was relatively consistent during both survey days.

The data summary from Table 2 assumes a pedestrian needs to completely cross Broadway Street in a single stage. If Broadway Street was constructed with pedestrian refuge median islands then a pedestrian would only be required to cross one direction of traffic at a time requiring a reduced 'individual' one-way traffic gap of 8 seconds or greater. Table 3 provides a summary of 'individual' traffic gaps in north and southbound traffic.

Table 3: Pedestrian North and South 'Individual' Traffic Gap Summary

*** Randall Avenue Intersection**

Time Period	Gaps Greater Than 8 Seconds	
	Wed. 10/12/16	Thur. 10/13/16
	Northbound/Southbound	Northbound/Southbound
7:00 – 8:00 AM	100/116	86/127
8:00 – 9:00 AM	143/146	129/153
	Tues. 10/11/16	Thur. 10/13/16
2:30 – 3:30 PM	121/139	147/138
3:30 – 4:30 PM	126/130	127/137
4:30 – 5:30 PM	126/100	114/116

Table 3: Pedestrian North and South ‘Individual’ Traffic Gap Study Summary (continued)

*** Ridgeway Boulevard Intersection**

Time Period	Gaps Greater Than 8 Seconds	
	Wed. 10/12/16	Thur. 10/13/16
	Northbound/Southbound	Northbound/Southbound
7:00 – 8:00 AM	133/133	116/134
8:00 – 9:00 AM	144/146	148/151
	Tues. 10/11/16	Thur. 10/13/16
2:30 – 3:30 PM	115/132	113/125
3:30 – 4:30 PM	130/126	140/119
4:30 – 5:30 PM	124/89	122/104

As shown on Table 3, the minimum number of acceptable gaps per hour exceeding 8 seconds for a pedestrian to safely cross northbound traffic at Randall Avenue was 86 gaps on Thursday, November 13th with 116 acceptable gaps in southbound traffic during the 7:00 AM to 9:00 AM morning time period on Wednesday, November 12th. During the evening 2:30 PM to 5:30 PM time period the minimum number of hourly gaps exceeding 8 seconds was 114 gaps in northbound traffic on Thursday, November 13th with 100 gaps in southbound traffic on Tuesday, November 11th.

In comparison, at the adjacent Ridgeway Boulevard intersection there were 116 northbound gaps on Thursday, November 13th with 133 acceptable gaps in southbound traffic on Wednesday, November 12th during the morning 7:00 AM to 9:00 AM time period. During the evening 2:30 PM to 5:30 PM time period the minimum number of hourly gaps exceeding 8 seconds was 113 gaps in northbound traffic on Thursday, November 13th with 89 gaps in southbound traffic on Tuesday, November 11th.

c. Ridgeway Boulevard Intersection Traffic Operation

A peak hour traffic analysis was conducted for the Broadway Street intersection with Ridgeway Boulevard. Intersection operation is defined by Level of Service (LOS) ratings of ‘A’ through ‘F’. Level of Service ‘A’ is associated with no traffic delays or intersection queuing, whereas LOS ‘F’ represents gridlock conditions where the volume entering an intersection exceeds the intersection capacity. Urban intersections are typically designed to operate at LOS ‘C’ or LOS ‘D’ conditions. Table 4 summarizes the LOS operation for the Ridgeway Boulevard intersection during the morning and evening peak hour time periods.

Table 4: Existing Peak Hour Operation of the Broadway Street Intersection with Ridgeway Boulevard

Time Period	Southbound		Northbound		Westbound	
	Left Turn	Through	Right Turn	Through	Left Turn	Right Turn
Morning Peak Hour	A	A	A	A	D	B
Evening Peak Hour	A	A	A	A	F	B

As shown on Table 4, all morning peak hour intersection traffic movements are operating at Level of Service 'D' or better with LOS 'A' operation on Broadway Street. In comparison, during the evening peak hour the westbound left turn movement from Ridgeway Boulevard onto Broadway Street operates at LOS 'F'.

d. Traffic Speeds

At the request of the City of De Pere, the WisDOT collected traffic speed information on Broadway Street at its intersection with Randall Avenue, which has a posted speed limit of 25 mph. This data, collected in August 2015, indicates that the existing average speed was 30.3 mph with an 85th percentile speed of 34.5 mph and a maximum measured speed of 39 mph. (It is noted that the 85th percentile speed value is frequently used as a criteria to determine posted speed limits.)

The WisDOT also collected Broadway Street speed data north of the North City Limit in November, 2015. According to the WisDOT data, the average traffic speed on Broadway Street was 38.4 mph, which the WisDOT considers to represent moderate compliance with the posted 35 mph speed limit. The WisDOT data also indicates that the 85th percentile speed was 42.1 mph with a maximum measured speed of 50 mph. The WisDOT concluded that reducing the speed limit to 25 mph north of the City Limit could be expected to increase driver non-compliance with the posted speed limit to 95%, expressing concern that lowering the speed limit would increase the variance in vehicle speeds resulting in an increased number of vehicle crashes on Broadway Street.

e. Traffic Safety

According to a WisDOT 7-year time period review of traffic crashes on Broadway Street between 2010 and 2016, the study segment crash rate was 79 crashes per 100 million vehicle miles. This is below the most recent statewide average rate of 87. A detailed review of the crash data during that 7-year time period conducted by Ayres Associates is summarized on Table 5.

Table 5: Broadway Street Intersection Crash Summary: 2010-2016

Intersection	Total Crashes	Property Damage	Injury	Collision Type		
				Rear End	Object	Other
Randall Avenue	9	8	1	4	1	4
Cass Street	6	6	0	2	2	2
Ridgeway Boulevard	1	0	1	0	0	1
Total	16	14	2	6	3	7

As shown on Table 5, the only intersections with reported crashes between 2010 and 2016 involved Randall Avenue with 9 crashes, Cass Street with 6 crashes and Ridgeway Boulevard with 1 crash. Only two crashes resulted in personal injuries with the other 14 crashes resulting in property damage only. The predominant collision type, 38 percent, involved rear-end collisions between vehicles.

f. Existing Condition Summary

It is concluded from the analysis of existing conditions along the study segment of Broadway Street that:

1. The number of pedestrians observed crossing Broadway Street at its intersections with Randall Avenue and Ridgeway Boulevard were very low reaching a high of 9 pedestrians at the Randall Avenue intersection during the 8:00 AM to 9:00 AM time period. Formal public access points to the Fox River Trail are provided at Cass Street and south of Rose Lawn Boulevard north of the City Limit.
2. According to the *Manual on Uniform Traffic Control Devices* guidelines, a minimum two-way 'combined' traffic gap of 14 seconds is required for a pedestrian to safely cross Broadway Street. Based on traffic gap data collected in October there are a minimum of 9 gaps exceeding 14 seconds during the morning 7:00 AM to 8:00 AM time period and a minimum of 7 gaps exceeding 14 seconds during the evening 4:30 PM to 5:30 PM peak traffic time period at the Randall Avenue intersection.

At Ridgeway Boulevard the 14 second gap availability is fairly similar with a minimum of 19 gaps exceeding 14 seconds during the morning 7:30 AM to 8:30 AM time period with 5 gaps exceeding 14 seconds during the evening 4:30 PM to 5:30 PM time period.

The maximum number of pedestrians observed crossing Broadway Street at Randall Avenue during the morning peak traffic time period was 9 during the 8:00 AM to 9:00 AM time period. During the 3-hour afternoon time period between 2:30 PM to 5:30 PM only one pedestrian was observed crossing Broadway Street at Randall Avenue.

Even though the number of acceptable traffic gaps exceeds the number of pedestrians, this data indicates pedestrians desiring to cross Broadway Street can be required to wait for acceptable gaps to safely cross the street.

3. Analysis of peak hour traffic operating conditions indicates westbound left turns from Ridgeway Boulevard are experiencing delays and Level of Service 'F' operation during the evening peak traffic period. All other traffic movements are operating at acceptable levels.

4. Based on a year 2015 traffic speed study conducted by the WisDOT, current Broadway Street traffic speeds at Randall Avenue average 30 mph with 85 percent of drivers traveling at or below 34 mph. The maximum speed measured was 39 mph.
5. Over the 7-year time period between 2010 to 2016, a total of 16 crashes were reported on the study segment of Broadway Street with 9 crashes reported at Randall Avenue, 6 crashes reported at Cass Street and 1 crash reported at Ridgeway Boulevard. Only two crashes involved injuries with the predominant collision pattern involving rear-end collisions. No other traffic crashes were reported at the other study intersections.

3. Traffic Management Measures for Arterial Streets

Traffic calming is typically reserved for neighborhood streets with low traffic volumes and speeds. The purpose of neighborhood traffic calming is directed at reducing traffic speeds and discouraging cut-through traffic on neighborhood streets. Traffic calming tools for neighborhood streets typically include the use speed tables, intersection traffic circles, narrowed lanes and access restrictions such as construction of partial traffic diverters, mid-block center islands or curb extensions and cul-de-sacs.

In comparison, arterial streets are typically designed to operate at higher speeds ranging between 25 to 35 mph and carry significantly higher traffic volumes accommodating both local and through traffic patterns. It has been recognized in national studies that motorists will travel at the speed they feel is safe and appropriate within the adjacent land use context and street design. In order to tame (calm) traffic operation on arterial streets to create a pedestrian friendly environment it is necessary to evaluate selected neighborhood traffic calming tools as well as additional management measures designed to calm traffic speeds. Selected arterial traffic 'taming' and pedestrian safety measures are described below:

a. Speed Feedback Signs

Speed feedback signs may be permanently located on arterial street segments with documented traffic speeding conditions. These signs are designed to measure oncoming traffic speeds and indicate to drivers when they exceed the speed limit by flashing their speed in red numbers. In many cases the use of speed feedback signs have been shown to reduce traffic speeds by approximately 5 mph. The typical cost of a single speed feedback sign with a solar powered display is \$6,000. Figure 2 illustrates a typical radar speed feedback sign assembly.

Figure 2: Typical Radar Speed Feedback Sign



This traffic taming measure is considered an effective tool to manage traffic speeds on Broadway Street.

b. Lane Narrowing

Reducing the width of traffic lanes through the use of pavement markings has been shown to lower traffic speeds as drivers feel more restricted along a roadway. According to the ITE/CNU* *Designing Walkable Urban Thoroughfare* report, arterial street lane widths can be as narrow as 10-feet without impacting traffic capacity or safety. Before/after studies indicate that traffic speeds can be reduced by approximately 2 mph by narrowing existing 12-foot wide traffic lanes. Typical pavement marking costs are approximately \$1 per foot.

This measure is not considered a viable tool to reduce traffic speeds on Broadway Street due to its existing narrower 11-foot wide traffic lanes and designation as a truck route.

*Institute of Transportation Engineers/Congress for the New Urbanism (ITE/CNU)

c. Corner Turn Radii

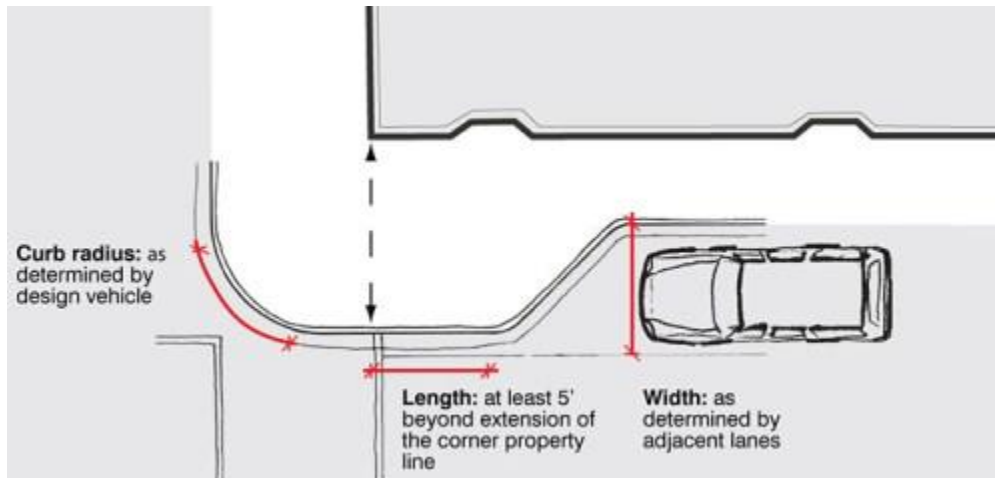
It has been shown that drivers will make slower speed right turns when corner curb radii are constructed with a small turning radius. Typical urban street corner radii should be designed with a 10 to 15-foot radius. The smaller radius also provides a benefit to pedestrians by reducing their walking distance to cross a street and is more accommodating for the design of standard Americans with Disabilities Act (ADA) curb ramp requirements. The cost of reconstructing existing curb radii and ADA ramps is estimated at approximately \$15,000 per corner.

This traffic management measure is not considered a viable tool for Broadway Street as most intersection curb radii are constructed with an approximate 15 to 20-foot radius. It is noted that some existing corner curbs include a slight taper to reduce truck turning conflicts with oncoming traffic on Broadway Street.

d. Curb Extensions

Construction of corner curb extensions, as shown in Figure 3, can effectively narrow overall roadway widths at their approaches to intersections thereby shortening the distance for pedestrians to cross the street.

Figure 3: Typical Curb Extension



Corner curb extensions often are used to protect on-street parking areas and have the ability to provide opportunities for downtown streetscape enhancements. The cost of reconstructing existing curb radii for a corner curb extension is approximately \$15,000 per corner.

This traffic management measure is not considered a viable tool on the study segment of Broadway Street due to the need to maintain 4 through traffic lanes.

e. Median Islands

Figure 4 shows a typical median pedestrian refuge island design. Median pedestrian refuge islands can be constructed with a minimum width of 4-feet to provide a protected area for pedestrians crossing a street. It is desirable to provide a 6-foot median width to maximize safety for groups of pedestrians and children crossing a street.

Figure 4: Typical Pedestrian Median Refuge Island



Construction of pedestrian median refuge islands serve two major purposes. The first purpose of a pedestrian median refuge island is its ability to allow a pedestrian to find a gap in one direction of traffic at a time as compared to requiring a 'combined' two-way gap to safely cross the street. The second purpose of a pedestrian median refuge island is to reduce traffic speeds by providing a physical indication of a narrow traffic lane on the driver's side of a vehicle. The cost of reconstructing a pedestrian median refuge island on Broadway Street is estimated at \$25,000 each as it requires a minimum 2-foot set-back of the existing curb approaches to the intersection.

This traffic management measure, based on existing traffic gap data, is considered an important tool for enhancing pedestrian safety on Broadway Street.

f. Gateway Treatments

Gateway treatments usually consist of enhanced ground mounted signs, landscaping treatments or physical columns located adjacent to a street edge or median to notify drivers that they are entering a higher pedestrian urban area context to reduce speeds. Figures 5 and 6 illustrate gateway treatment examples. The cost of gateway construction can range from \$20,000 to \$50,000 depending on the complexity of the design.

Figure 5: Gateway Column Example



Figure 6: Gateway Signage Example



The existing land use context along Broadway Street changes dramatically at the northern limit of this study. Broadway Street north of the City Limit reflects a suburban development pattern with large building setbacks, surface parking lots and a lack of street related landscaping. In comparison, the segment of Broadway Street from 700 feet north of Randall Avenue to Cass Street represents a rich historic City of De Pere development context with residential homes and mature curb side tree landscaping.

This traffic management measure is considered a viable tool to reinforcing driver awareness of the changing land use conditions at 700 feet north of Randall Avenue compatible with an appropriate lower traffic speed and higher pedestrian activity.

g. Landscaping

One of the most noticeable impacts to a drivers' perception of reasonable driving speeds involves the presence of landscaping along a street or in the median. Figure 7 illustrates an urban street landscaping design.

Figure 7: Urban Street Landscaping Example



Landscaping treatments affect a motorist's sense of comfort and appropriate speed as well as its ability to enhance the pedestrian friendliness atmosphere of a street. The majority of Broadway Street is lined with mature trees except for the segment north of the study limit. The cost of street landscaping can vary widely depending on the extent of tree plantings and other related treatments such as flower beds and hardscape treatments.

Based on the extent of current landscaping from Cass Street to 700 feet north of Randall Avenue, this is not considered to be an effective traffic management measure for the study segment of Broadway Street.

h. In-Street Pedestrian Crossing Signs

In-street pedestrian crossing signs, as shown on Figure 8, provide an effective tool to inform drivers of Wisconsin State Statute requirements to yield to pedestrians in a crosswalk.

Figure 8: In-Street Pedestrian Crossing Sign



In-street pedestrian crossing signs can provide an added benefit of taming traffic speeds by creating a narrow lane perception to drivers. The estimated cost per sign is \$350.

An option to placing these signs in the roadway is to mount them on a curbside pole used to support a pedestrian crosswalk sign. The signs would need to be placed as double sided signs facing both directions of traffic on the east and west sides of Broadway Street due to the four-lane operation of Broadway Street.

An additional option to the 'In-Street' sign placement (MUTCD R1-6) is to mount the sign (in this case MUTCD R1-9) on an overhead mast arm as shown as shown on Figure 9. The overhead mounting eliminates the need to remove 'Yield to Pedestrian' signs under winter weather conditions. The overhead sign placement increases sign visibility, particularly on 4-lane streets. Placement of overhead mast arm signs may present a conflict with the nature of the historic district along Broadway Street. The estimated cost per sign, including the overhead sign pole, is \$3,500.

Figure 9: Overhead ‘Yield to Pedestrians in Crosswalk’ Sign



The current use of in-street ‘Yield to Pedestrians in Crosswalk’ signs should be continued on Broadway Street, even during winter snow conditions with consideration given to installing the signs on overhead mounting poles to increase their effectiveness along the 4-lane segment of Broadway Street or to construct median pedestrian refuge islands on Broadway Street where the ‘Yield to Pedestrians’ signs can be located within the refuge island and the pedestrian crossing sign poles to eliminate the winter snow conflict issue.

i. Pedestrian Crosswalk Rectangular Rapid Flashing Beacons (RRFB)

RRFB’s are a traffic control device that combines a pedestrian warning sign with pedestrian activated yellow flashing light diodes as shown on Figure 10. The flashing lights remain dark until activated by a pedestrian push button.

Figure 10: Pedestrian Crossing Rectangular Rapid Flashing Beacon (RRFB)



RRFB's can enhance pedestrian safety by reducing crashes between vehicles and pedestrians at unsignalized intersections and mid-block pedestrian crossings. According Federal Highway Administration (FHWA) research, installing RRFB's at a marked crosswalk can increase driver yielding to pedestrian patterns to between 80% and 100%.

RRFB signs and markings have been used to reduce the incidence of 'multiple-threat' crashes at crosswalks on multi-lane roads (i.e., crashes where a vehicle in one lane stops to allow a pedestrian to cross the street while a vehicle in the adjacent lane, traveling in the same direction, strikes the pedestrian because the pedestrian visibility was blocked by the stopped vehicle.). RRFB's should be installed as double sided signs to face both directions of traffic providing a flashing indication to drivers traveling in both directions with signs along both the east and west sides on the street. The WisDOT *Traffic Guidelines Manual*, Section 4-5-2 indicates that RRFB's may be considered based on the following criteria:

1. Location is an uncontrolled pedestrian crossing.
2. Minimum volume* thresholds should be met:
 - a. 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
 - b. 18 or more pedestrians during each of any two hours of an average day, or
 - c. 15 or more pedestrians during each of any three hours of an average day.

*Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
3. A minimum vehicle volume of 1,500 vehicles per day.

4. Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
5. There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
6. The approach speed is posted at 40 mph or less.
7. Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Based on existing pedestrian count data the criteria for installing a RRFB on Broadway Street are not satisfied.

RRFB cost is approximately \$10,000 to \$15,000 for purchase and installation of two units (one on either side of a street). This traffic management measure is considered an effective tool to increasing pedestrian safety on Broadway Street.

j. High-Intensity Activated Crosswalk (HAWK) Beacons

The High-Intensity Activated Crosswalk (HAWK) beacon is designed to assist pedestrians crossing high traffic volume streets. The HAWK beacon is a push-button pedestrian activated red signal that stops traffic, allowing pedestrians to cross and is shown on Figure 11.

Figure 11: Pedestrian Crossing Hybrid HAWK Beacon



The HAWK beacon is comprised of a yellow beacon centered below two red beacons that remain dark until activated by a pedestrian push button. Once activated by a pedestrian, the beacon flashes yellow for a few seconds, followed by a solid yellow indication with the yellow indication followed by a solid red indication during the WALK phase. At the end of the WALK phase the HAWK beacon will display an alternating flashing red indication allowing motorists to proceed after stopping and yielding to pedestrians. Once the pedestrian clearance interval is completed the beacon returns to a dark mode. The HAWK beacon only controls traffic on one side of an intersection. Side street traffic is controlled by STOP signs.

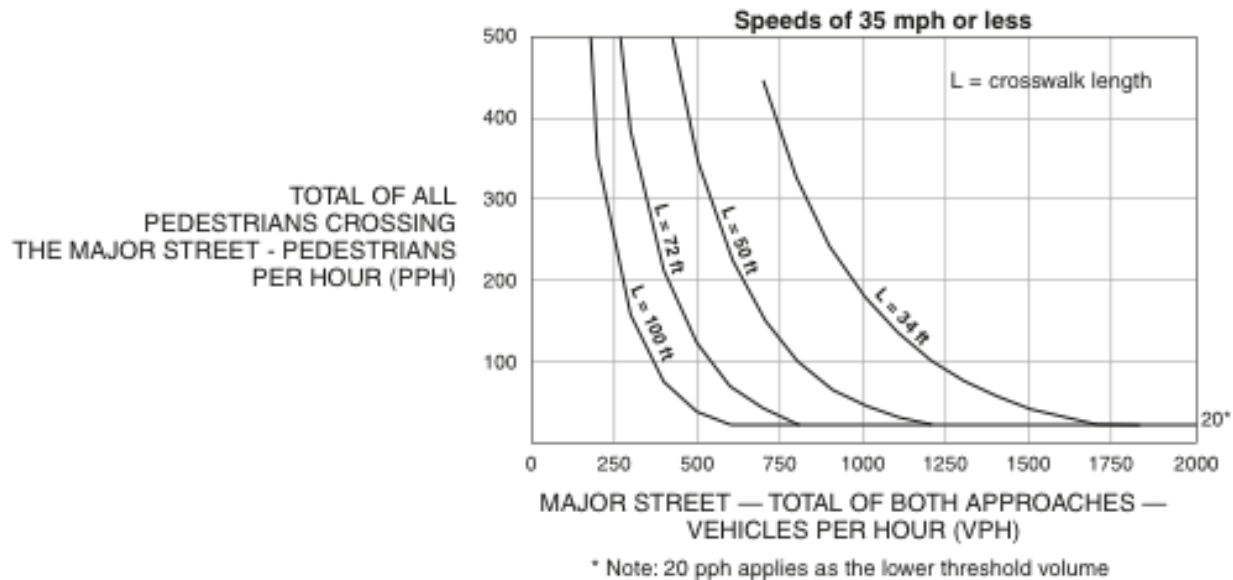
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

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

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

Figure 12 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

Figure 12: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration



Installation of HAWK beacons has been shown to provide the following safety benefits:

- Up to a 69 percent reduction in pedestrian crashes; and
- Up to a 29 percent reduction in total roadway crashes

Based on an evaluation of Broadway Street traffic volume data at its intersections with Randall Avenue and with Ridgeway Boulevard the highest two-way hourly volume on Broadway Street is 1,540 vph as previously shown on Table 2. According to the *MUTCD* graph shown in Figure 12, a 44-foot wide roadway with a volume of 1,540 vph should have a minimum hourly volume of 20 pedestrians to consider installation of a HAWK beacon. This requirement is not satisfied along Broadway Street.

The estimated cost of a HAWK beacon is approximately \$80,000 including installation.

k. Traffic Signal Installation at Broadway/Ridgeway Intersection

National warrants have been developed by the Federal Highway Administration (FHWA) to evaluate where traffic signals are an appropriate intersection traffic control measure. Unwarranted signals have been shown to increase crashes, traffic delays and lead to disregard for other warranted traffic control devices. These National warrants have been adopted by the WisDOT and are described in detail in the *MUTCD*. The evaluation of these warrants requires a Traffic Engineering Study to determine if a traffic signal is appropriate.

The following defines the traffic signal evaluation criteria requirements of a Traffic Engineering Study:

1. Collect 12-hour counts of traffic movements entering an intersection
2. Identify pedestrian volumes on each crosswalk
3. Identify nearby uses that may serve young, elderly or persons with disabilities
4. Identify posted speed limits
5. Prepare a 'condition diagram' of existing intersection geometrics, bus stops, parking, pavement markings, railroad crossings and distance to nearest traffic signals
6. Prepare a crash collision diagram
7. Identify vehicle hours of stopped delay, major street traffic gaps, pedestrian delay and queue length on stop controlled approaches

Fundamentally, there are nine basic traffic signal warrants that are related to hourly traffic volume levels, crash patterns, pedestrian levels, school and railroad crossings, progressive traffic flow, and signal systems.

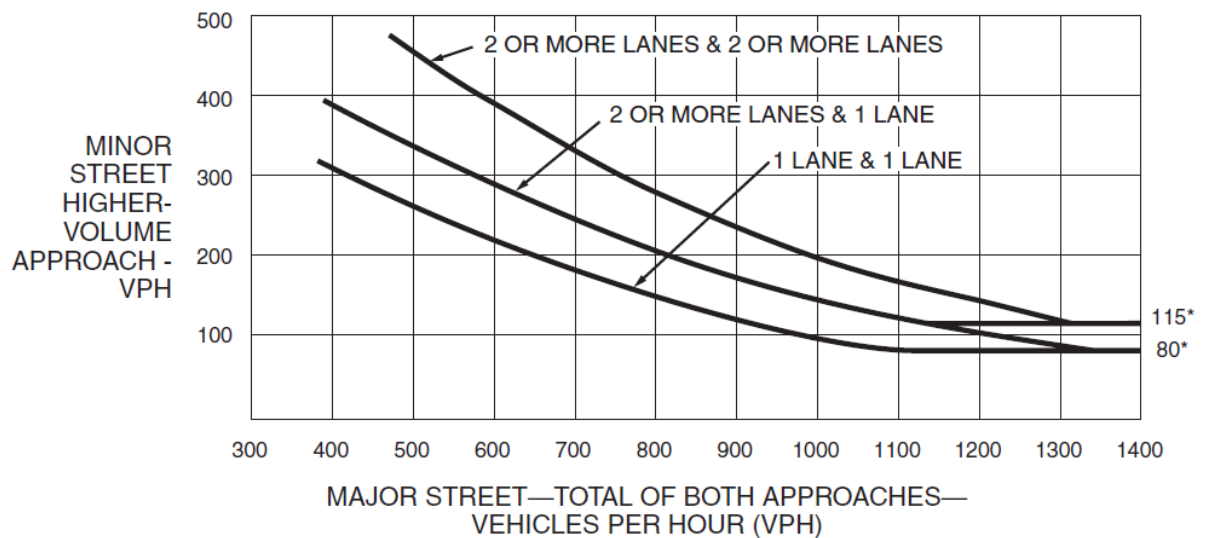
Eight and Four-Hour Traffic Volume Warrants: These two principle signal warrants consider the number of intersection traffic lanes and the minimum hourly intersection approach volume thresholds that should be exceeded during eight or four hours of a day (the hours do not have to be consecutive hours). Table 6 and Figure 13 summarize the intersection requirements to satisfy the Eight and Four-Hour Traffic Volume Warrants.

Table 6: MUTCD Eight- Hour Vehicular Volume Warrant**Condition A—Minimum Vehicular Volume**

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume^b Used for combination of Conditions A and B after adequate trial of other remedial measures^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000**Figure 13: MUTCD Four-Hour Vehicular Volume Warrant**

*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

The City of De Pere collected 24-hour traffic counts on the approaches to the Broadway Street intersection with Ridgeway Boulevard. Based on a review of the traffic volume data collected at the intersection, it was determined that traffic levels do not satisfy intersection Warrant 1 (Eight-Hour Volume) and Warrant 2 (Four Hour Volume). It is noted that Warrant 3 (Peak Hour Volume) does not apply to this intersection. From a technical standpoint, the warrants were analyzed with a 50% reduction of right-turn volumes from Ridgeway Boulevard in conformance with WisDOT traffic analysis procedures.

The other warrants analyzed were the Pedestrian Volume Warrant (Warrant 4) and the Crash Experience Warrant (Warrant 7).

Pedestrian Volume Warrant: The Pedestrian Volume Warrant is intended for streets where traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. In order to consider a traffic signal under this warrant the following criteria must be met:

- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total both approaches) and the corresponding pedestrians per hour crossing the major street must all fall above the curve in Figure 4C-5; or
- B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total both approaches) and the corresponding pedestrians per hour crossing the major street falls above the curve on Figure 4C-7.

Figure 14: MUTCD Figures 4C-5 and 4C-7 Pedestrian Volume Warrants

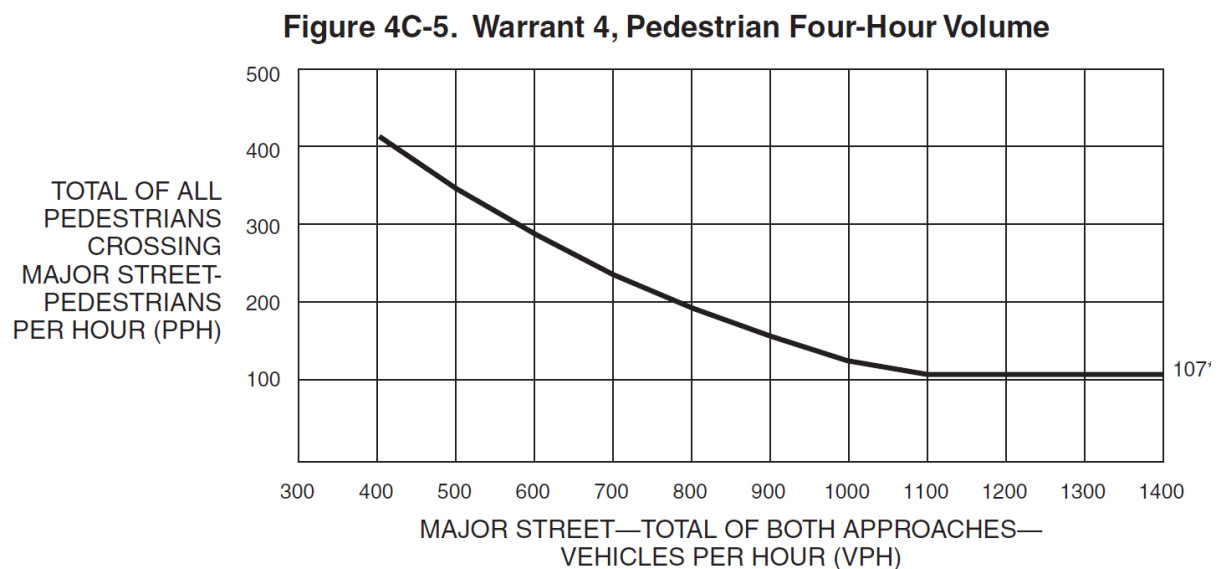
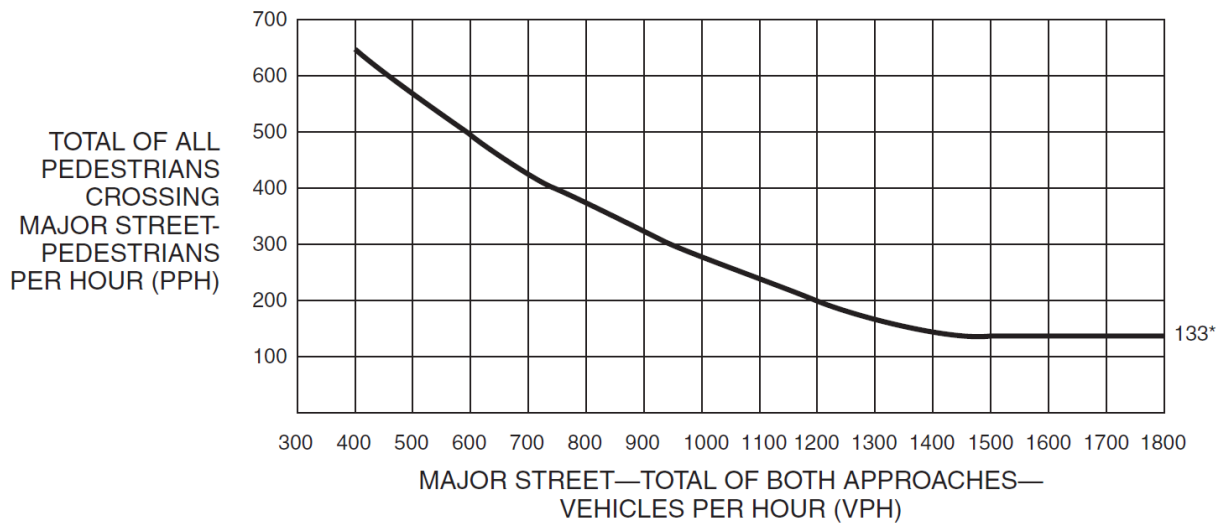


Figure 4C-7. Warrant 4, Pedestrian Peak Hour

*Note: 133 pph applies as the lower threshold volume.

Based on the October 2016 peak hour pedestrian and traffic intersection counts collected by Ayres Associates, the Ridgeway Boulevard intersection does not experience sufficient pedestrian crossings to satisfy the minimum 107 hourly pedestrian volume threshold to satisfy the Pedestrian Volume Warrant.

Crash Experience Warrant: The Crash Experience Warrant contains the following three requirements:

1. That five or more crashes susceptible to correction by a signal have occurred within a 12-month period;
2. That the eight-hour warrants be met at 80% of the minimum volume thresholds; and
3. Other remedial countermeasures have been implemented to reduce the crash frequency before safety is used as justification for installing a traffic signal.

The crash data for the Ridgeway Boulevard intersection does not experience a sufficient number of right angle crashes to meet the Crash Experience Warrant.

The remaining warrants, which focus on school zones, coordinated signal systems, roadway network, and railroad crossings, are not considered applicable to the Broadway Street intersection with Ridgeway Boulevard.

I. **Crosswalk Location Principles**

Pedestrians in high density urban areas should be able to cross streets at regular intervals. Pedestrians should not be expected to go more than 400 feet out of their way to cross a street to reach their destination.

Pedestrian crosswalk markings are a useful traffic control device, but it is very important to realize the positive as well as the negative consequences of marking crosswalks. From a mobility point of view, marked crosswalks may seem to increase pedestrian mobility, however they can also create a false sense of pedestrian safety.

The widely used national guideline regarding crosswalk markings is documented in the *MUTCD* Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicle and pedestrian movements. As previously noted, Wisconsin State Statutes 346.24 (c) states that 'motorists are to yield to a pedestrian at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

Marked crosswalks indicate optimal or preferred locations for pedestrians to cross a street and help designate right-of-way for motorists to yield to pedestrians. Pedestrians are sensitive to out-of-the-way travel and reasonable accommodation should be made to make crossings both convenient and safe.

Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway.

Marked crosswalks should be installed where:

1. There is a substantial conflict between vehicle and pedestrian movements
2. Significant pedestrian concentrations occur
3. Pedestrians would not otherwise recognize the proper place to cross
4. Traffic movements are controlled

Crosswalks should not be installed at locations where sidewalks do not exist unless adequate roadway shoulders are provided for pedestrian use.

Marked crosswalks on 2-lane roadways with ADT's greater than 9,000 vpd or 4-lane roadways with ADT's greater than 12,000 vpd require special crossing enhancement treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

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

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

For multilane streets with ADT's above these volumes, research has shown that there is a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks.

Marked crosswalks may be installed on 4-lane streets without a raised median and a 35 mph or less posted speed limit with ADT's exceeding 15,000 vpd with the installation of a pedestrian activated signal such as a HAWK or RRFB. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements.

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

A Traffic Engineering Study is required to determine if the criteria and warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a crosswalk Traffic Engineering Study will vary by location and are more extensive than traffic signal evaluation studies and may include consideration of:

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

m. Crosswalk Removal to Increase Use of Other Marked Crosswalks

From a pedestrian safety perspective, Wisconsin State Statute 346.24 (1) states that 'motorists are to yield to a pedestrian at an intersection with pedestrian facilities, whether the crosswalk is marked or not'. In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined in the *City of De Pere Crosswalk Location Policy*, which is included in the Appendix to this report.

Closing a crosswalk and removing curb ramps with signs and barriers may be justified based on such factors as high traffic turn volumes, poor sight distance, or very low pedestrian demand. Conditions that contribute to the need for a crosswalk or crossing treatments may change over time resulting in an existing crosswalk no longer being needed. A review of any unprotected crosswalks should be conducted when a street is scheduled for reconstruction or resurfacing, to determine crosswalk use and need. Crosswalks, along with their pedestrian crossing enhancements, should be removed when street reconstruction or resurfacing is undertaken if the use of a crosswalk is less than half of that required for it to be warranted based on the criteria established in the *City Crosswalk Location Policy* for a new installation.

The extent of pedestrian inconvenience should be considered in these decisions when closing a crosswalk and removing curb ramps. Where crosswalk closures are required, only one leg of an intersection should be closed. Closing a crosswalk should include the public information process described below.

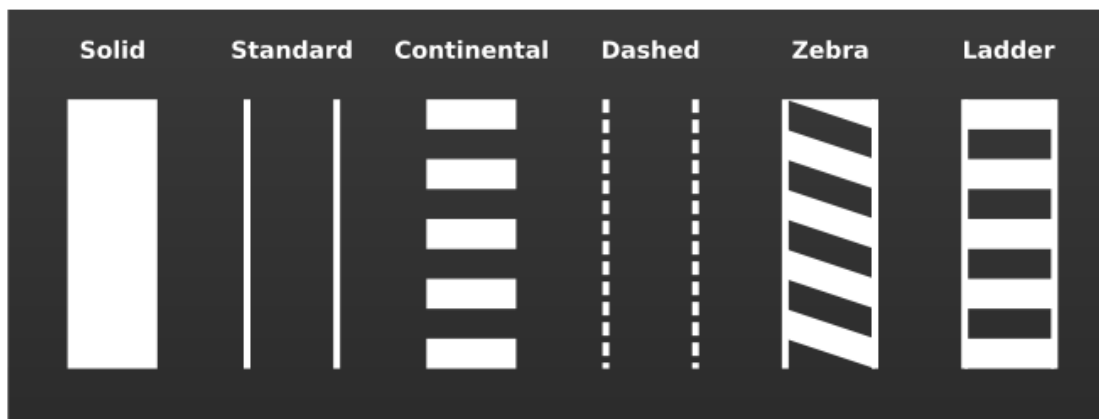
Crosswalk markings can be recommended for removal while leaving a crosswalk open, such as when an engineering evaluation indicates that other measures have not been effective and/or there are no significant safety advantages to marking the crosswalk.

No public notice is required to area residents when crosswalk removal is part of a roadway construction project. When a crosswalk is recommended for removal and not part of a roadway construction project, residents and property owners within a 300 foot walking distance to the crosswalk in question should be notified via mail. In addition, notices should be visibly posted for 7 days prior at the crossing location to inform the public of the intent to remove the crossing. City contact information would be provided on these mailings and notices. Should concerns arise from the public as a result of mailings or a notification sign at the crosswalk, City staff may initiate a more substantial public process with the concerned parties.

n. Crosswalk Striping Patterns

Because of the low approach angle that pavement markings are viewed by drivers, the use of longitudinal stripes in addition to or in place of the standard transverse markings can significantly increase crosswalk visibility to oncoming traffic. While research has not shown a direct link between increased crosswalk visibility and increased pedestrian safety, 'high-visibility' crosswalks have been shown to increase motorist yielding to pedestrian behavior as well as their ability to channelize the location of pedestrians crossing a street. Based on this benefit, the FHWA has concluded that 'high-visibility' pedestrian crosswalks have a positive effect on pedestrian and driver behavior. Figure 15 illustrates the different types of pedestrian crosswalk striping patterns.

Figure 15: Pedestrian Crosswalk Striping Patterns



Standard Crosswalks: The standard treatment for marked crosswalks at intersections consist of two 6 to 8-inch wide white pavement marking stripes that delineate the sides of the pedestrian walking area. The stripes should be perpendicular (transverse) to the direction of vehicle travel and parallel to the direction of pedestrian travel.

High Visibility Crosswalks: High-visibility crosswalks should be marked using the 'Continental' or 'Ladder' pattern of crosswalk striping, which consists of a series of 18 to 24-inch wide stripes parallel to the curb for the length of the crossing.

When standard markings are converted to 'Continental' or 'Ladder' markings, the side stripes may remain, since removal is costly, but the side stripes should not be maintained. To the extent possible, 'Continental' or 'Ladder' pattern crosswalks should be designed with the stripes placed to avoid vehicle wheel paths to reduce long-term maintenance costs.

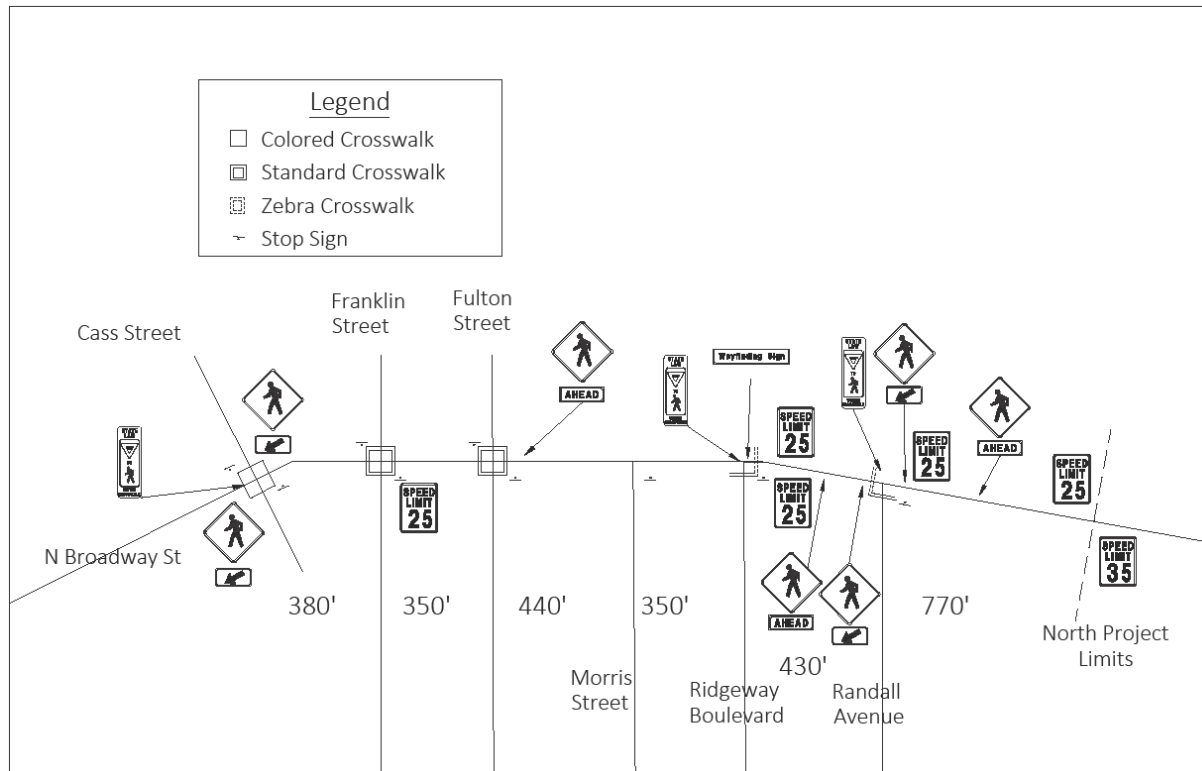
High visibility markings may be used at the following locations:

- Where mid-block crossings are installed
- Across uncontrolled traffic at partial STOP sign controlled intersections
- Where crossings are installed on streets having an ADT of 4,000 vpd or more
- In high pedestrian areas of business districts, campuses, and commercial areas where significant distractions to motorists and pedestrians are likely to occur
- Within school zones or as shown on a school walking route plan
- When an engineering study indicates a need for additional visibility

4. Broadway Street Pedestrian and Traffic Safety Recommendations

For reference purposes, Figure 16 identifies existing traffic signing and pavement marking controls along the study segment of Broadway Street.

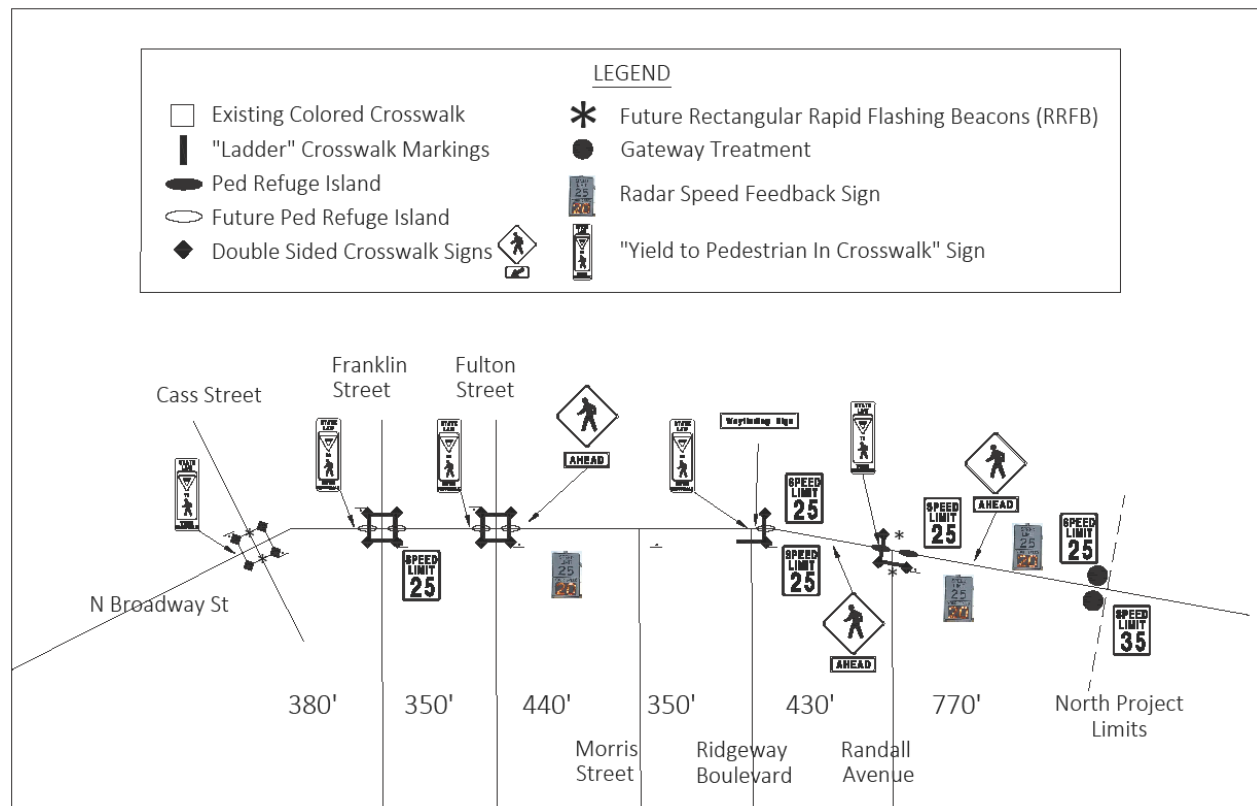
Figure 16: Existing Broadway Street Signing and Pavement Markings



As shown on Figure 16, all intersections have pedestrian crosswalks except at Morris Street which is a constructed with a narrow 12-foot wide pavement width. The types of existing pedestrian crossing markings at the study intersections varies. Most of the Broadway Street pedestrian crossings are signed with yellow pedestrian crossing signs and arrows. The pedestrian crossing at Randall Avenue includes 'advance' pedestrian crossing signage. The 25 mph speed limit is signed at numerous locations along Broadway Street. The posted speed on Broadway Street north of the study segment is 35 mph.

Figure 17 indicates the pedestrian safety and traffic control signing enhancements recommended for the study segment of Broadway Street.

Figure 17: Pedestrian Safety and Traffic Speed Taming Recommendations



As shown on Figure 17, it is recommended to:

1. Upgrade all existing crosswalk markings on Broadway Street, except at Cass Street, to 'Continental' or 'Ladder' style design to increase driver awareness of pedestrian crossing locations. This treatment also has the effect of establishing the study segment of Broadway Street with a higher density urban context to influence driver traffic speed perceptions. This recommendation does not include the colored crosswalks at Cass Street.
2. Construct a 4 or 6-foot wide pedestrian median refuge island with in-street 'Yield to Pedestrians in Crosswalk' signs at the Randall Avenue intersection as shown on Figure 18. Also, reconstruct the existing median island on the north approach to Cass Street so that the island extends past the crosswalk to provide a sheltered crosswalk within the median. Future pedestrian median refuge islands should be considered at the Franklin and Fulton Street and at the Ridgeway Boulevard intersections as part of a tiered pedestrian safety evaluation process.

Figure 18: Pedestrian Median Refuge Island Design



As shown on Figure 18, 6-foot wide pedestrian refuge islands will require widening the Broadway Street intersection approaches by 2-feet on each side of the street. The intersection approach widening is minimized to reduce any impacts to the mature street trees in the Broadway Street Historic District. Under this recommendation Broadway Street would operate with 10-foot wide center lanes and 11-foot wide curb lanes. It is noted that the two-foot widening would be tapered back to the existing street curbs within a distance of 100 feet. It is recognized that this 2-foot widening may cause removal of some mature street trees at each intersection. Even though this measure may remove some mature trees, this recommendation is considered critical to improving pedestrian safety due to the high availability of 'individual' one-way traffic gaps compared to the relatively low number of 'combined' two-way traffic gaps on Broadway Street. An additional benefit of constructing pedestrian median refuge islands includes their ability to tame traffic speeds.

3. If it is not feasible to install pedestrian median refuge islands on Broadway Street due to their street tree impact it is recommended to install double sided 'Yield to Pedestrian in Crosswalk' signs on curbside poles that support 'Pedestrian

Crosswalk' signs. These double sided signs should be installed on both the east and west curbs of Broadway Street to avoid sign obstruction by traffic traveling in the curb lanes of the four-lane wide roadway.

4. It is recommended to consider the installation of 'Rectangular Rapid Flashing Beacons' (RRFB) at the Randall Avenue intersection where currently there is a school bus stop and at the Cass Street intersection, which provides pedestrian access to the Fox River Trail. This action would be installed as part of a tiered pedestrian safety evaluation process.
5. It is recommended to install a northbound radar speed feedback sign on Broadway Street south of Fulton Street and north of Randall Avenue as well as a southbound radar speed feedback sign north of Randall Avenue to tame traffic speeds along Broadway Street.
6. It is recommended to construct 'gateway' signing treatments at the North City Limit to inform drivers they are entering a reduced speed land use context with pedestrian activity.
7. It is recommended that all crosswalks on Broadway Street be signed with double sided pedestrian crossing and arrow signs on both sides of the street as shown on Figure 19.

Figure 19: Double Sided Pedestrian Crosswalk Signs



8. It is recommended that the City of De Pere investigate the feasibility of constructing a new pedestrian path connection between Broadway Street and the Fox River Trail to improve and focus pedestrian crossing activity between Morris Street and Randall Avenue. The presence of pedestrians at specific focused crossing points can be expected to enhance pedestrian safety as drivers will expect pedestrian activity at these locations.

Resource Documents

1. *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations*, FHWA Publication HRT-o4-100, September, 2005
2. *Pedestrian Hybrid Beacons, Chapter 4F, Manual on Traffic Control Devices, December,,2009*
3. *Improving Pedestrian Safety at Unsignalized Crossings*, NCHRP Report 562
4. *Unsignalized Intersection Improvement Guide*, Institute of Transportation Engineers
5. *Achieving Multimodal Networks – Applying Design Flexibility & Reducing Conflicts*, FHWA, August, 2016
6. *Pedestrian Hybrid Beacon Guide – Recommendations and Case Study*, FHWA Safety Program
7. *Pedestrian Hybrid Beacon, Proven Safety Countermeasures, FHWA -SA-12-012*
8. *Safety Effectiveness of the HAWK or Pedestrian Hybrid Beacon*, Texas Transportation Institute, TR News 280, May-June, 2012
9. *Rectangular Rapid Flashing Beacon (RRFB), FHWA -SA-09-009, May 2009*
10. *Pedestrian Facilities User Guide – Providing Safety and Mobility*, FHWA -RD-01-102, March, 2002
11. *Crosswalk Guidelines*, San Francisco Municipal Transportation Agency, May, 2014
12. *Policy and Standards for Pedestrian Crossings*, City of Columbia, Missouri, October, 2000
13. *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways*, October, 2005
14. *Pedestrian Safety and Crosswalk Installation Guidelines*, City of Stockton, CA, 2003
15. *Guidelines for the Installation of Marked Crosswalks*, Virginian Department of Transportation
16. *De Pere Bicycle and Pedestrian Plan*, City of De Pere, Wisconsin

Appendix

City of De Pere

Crosswalk Location Policy

City of De Pere Crosswalk Policy

June 29, 2017

Background

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

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

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

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

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

General Crosswalk Location Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Legend for Table 1 is as follows:

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

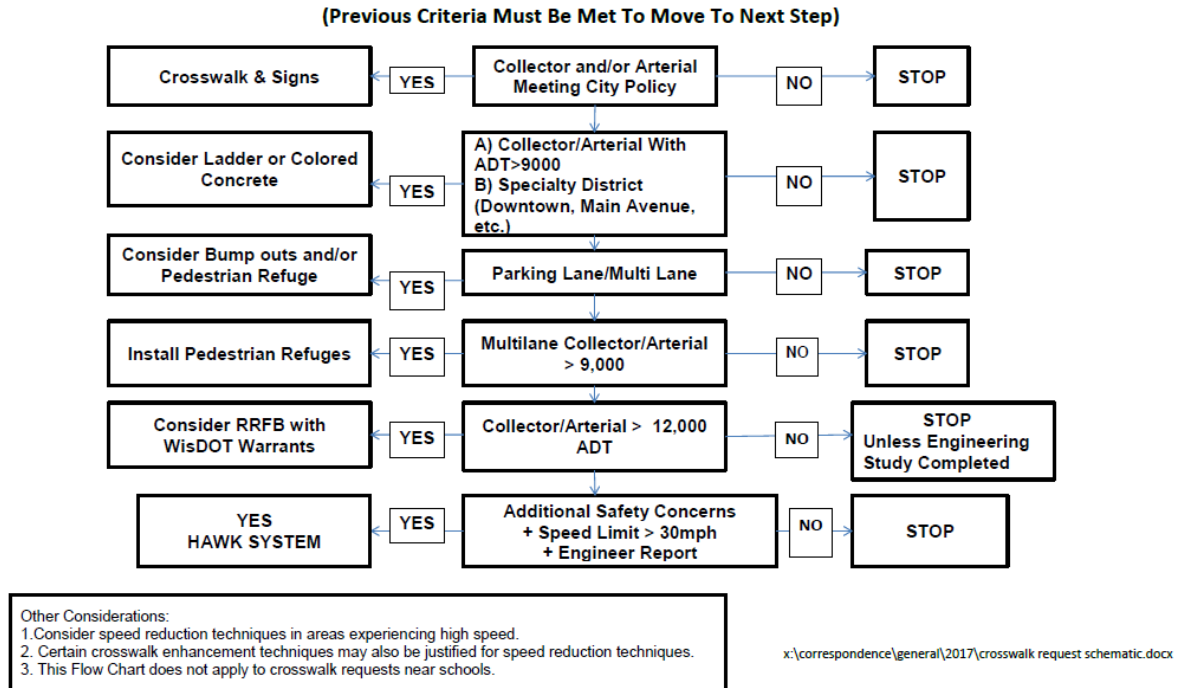
P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvement measures, if necessary, before adding a marked crosswalk.

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

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

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

Figure 1: Crosswalk Request and Enhancement Process Flow Chart



Traffic Engineering Studies

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

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

Crosswalk Markings at Unsignalized Intersections

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

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

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

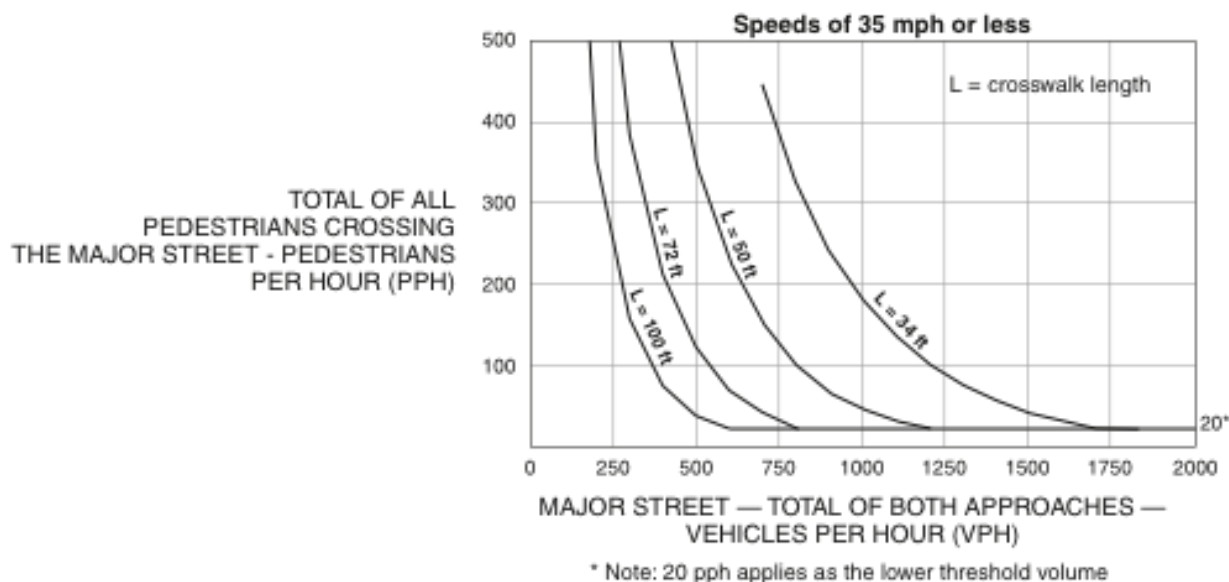
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

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

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

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

Figure 2: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration



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

- Location is an uncontrolled pedestrian crossing.
- Minimum volume* thresholds should be met:
 - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
 - 18 or more pedestrians during each of any two hours of an average day, or
 - 15 or more pedestrians during each of any three hours of an average day.

*Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds.

Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.

- A minimum vehicle volume of 1,500 vehicles per day.
- Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
- There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
- The approach speed is posted at 40 mph or less.
- Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Crosswalk Markings at Controlled Intersections

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

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

Crosswalk Markings at Mid-Block Locations

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

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

Removal of Crosswalk Markings

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

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

Closing a crosswalk and removing curb ramps with signs and barriers may be justified based on such factors as high traffic turn volumes, poor sight distance, or very low pedestrian demand. Conditions that contribute to the need for a crosswalk or crossing treatments may change over time resulting in an existing crosswalk no longer being needed. A review of any unprotected crosswalks should be conducted when a street is scheduled for reconstruction or resurfacing, to determine crosswalk use and need. If the use of a crosswalk is less than half of that which would be required for it to be warranted based on the criteria established in the *City Crosswalk Location Policy* for a new installation, the crosswalk should not be replaced and any other treatments removed when the reconstruction or resurfacing is undertaken.

The extent of pedestrian inconvenience should be considered in these decisions. Where crosswalk closures are required, only one leg of an intersection should be closed. Closing a crosswalk should include the public information process described below.

Crosswalk markings can be recommended for removal while leaving a crosswalk open, such as when a traffic engineering evaluation determines that other measures have not been effective and/or there are no significant safety advantages to not marking the crossing.

No public notice is required to area residents when crosswalk removal is part of a roadway construction project. When a crosswalk is recommended for removal and not part of a roadway construction project, residents and property owners within a 300 foot walking distance to the crosswalk in question should be notified via mail. In addition, notices should be visibly posted for 7 days prior at the crossing location to inform the public of the intent to remove the crossing. City contact information would be provided on these mailings and notices. Should concerns arise from the public in response to that mailing or from a notification sign at the crosswalk, City staff may initiate a more substantial public process with the concerned parties.

Crosswalk Striping Patterns

Various crosswalk striping patterns are available to designate pedestrian crossing locations. The 'standard' striping pattern for marked crosswalks at intersections consist of two 6 to 8-inch wide white pavement marking stripes that delineate the sides of the pedestrian walking area. The stripes should be perpendicular (or transverse) to the direction of vehicle travel and parallel to the direction of pedestrian travel.

Because of the low approach angle at which pavement markings are viewed by drivers, the use of longitudinal stripes in addition to or in place of the 'standard' transverse markings can significantly increase the visibility of a crosswalk to oncoming traffic. While research has not shown a direct link between increased crosswalk visibility and increased pedestrian safety, 'high-visibility' crosswalks have been shown to increase motorist yielding and channelization of pedestrians, leading the FHWA to conclude that 'high-visibility' pedestrian crosswalks have a positive effect on pedestrian and driver behavior. Figure 2 illustrates the different types of pedestrian crosswalk markings.

Figure 2: Crosswalk Striping Patterns



'High-Visibility' markings shall be used at the following locations:

- Where mid-block crossings are installed
- Across uncontrolled traffic at partial stop sign controlled intersections
- Where crossings are installed on streets having an ADT of 4,000 vpd or more
- In high pedestrian areas of business district, campuses, commercial areas where significant distractions to motorists and pedestrians are likely to occur.
- Within school zones or as shown on a school walking route plan
- When a Traffic Engineering Study indicates a need for additional visibility
- Where crosswalk treatments are used for raised pavements

Care should be taken to ensure that 'high-visibility' markings do not weaken or distract from other crosswalks where 'standard' markings are used.

'High-visibility' crosswalks should be marked using the 'Continental' or 'Ladder' pattern of crosswalk striping, which consists of a series of 18 to 24-inch wide stripes parallel to the curb for the length of the crossing. The 'Ladder' marking retains the transverse side stripes of the 'standard' crosswalk in addition to the 'Continental' parallel strips. To the extent possible, 'Continental' or 'Ladder' crosswalk markings should be designed with the stripes located to avoid traffic wheel paths to reduce long-term maintenance needs.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 9, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Request for Third Street Parking Restriction (East Side) from Stewart to Marsh Streets.*

Attached is a request from St Norbert to restrict parking on the east side of Third Street from Stewart Street to Marsh Street. The request is made to accommodate bus loading and unloading for the new Mulva Family Fitness & Sports Center. With the new facility, the bus loading area was changed to be on Third Street. Staff has the following comments regarding this request:

- Unfortunately, this was not made known to the City as part of the site plan process. Discussions should have occurred during the site plan review for the need to permanently remove parking on Third Street.
- The permanent removal of parking stalls may result in higher travel speeds in this section of Third Street. Parked cars create a “restricted street width” feel for drivers which tend to decrease traffic speeds.
- There is a safety issue for loading and unloading buses with parking allowed on this section of the east side of Third Street.

Staff is not opposed to St Norbert’s request to restrict parking on the east side of Third Street from Stewart Street to Marsh Street.

ATTACHMENTS:

- St_Norbert-E-Mail_Request (DOCX)
- St_Norbert-MFFSC-Buses (DOCX)

From: Tim Bald [<mailto:tim.bald@snc.edu>]
Sent: Thursday, September 28, 2017 9:35 AM
To: Scott Thoresen
Cc: Eileen Jahnke; Jay Fostner; Dave Nalepka; Steve Jakups
Subject: Buss loading/unloading @ Mulva family Fitness & Sports Center

Scott:

Thanks so for listening to our request regarding our bus loading/unloading issue at our Mulva Family Fitness & Sports Center.

Any assistance with this would be appreciated. I have attached the memo I sent to Eileen Jahnke & Jeff Frick (VP for Academic Affairs & Dean of the College - and my direct report) back on August 7th, when this issue came to light. I also have attached pictures in chronological order that correspond with the memo. I also included 2 pictures at the end. The first shows how the street was signed during freshmen moved-in day. The second, was taken at 5:00 PM on Wednesday, Sept. 27th while I was leaving the parking lot on Stewart Street. I have a Honda Odyssey van and I could not see any of the traffic oncoming from the North down Third Street due to the vehicles parked in front of the building.

Do not hesitate calling if you have any questions.

Thanks for your consideration of this request and taking it forward to the appropriate committee(s).

Tim Bald
 Director of Athletics
 St. Norbert College



C:\users\pdenis\appdata\roaming\iqm2\minutetraq\deperecitywi@deperecitywi.iqm2.com\work\attachments\10390.docx

Attachment: St_Norbert-E-Mail_Request (6294 : Consider Request for Third Street Parking Restriction (East Side) from Stewart to Marsh

**TO: EILLEN JAHNKE
JEFF FRICK**

FROM: TIM BALD

RE: BUS PARKING @ MFFSC

DATE: AUGUST 7, 2017

While the opening of the new Mulva Family Fitness & Sports Center (MFFSC) has been positive and exciting for the campus and Green Knight Athletics, the new orientation for the entrance to the building (Attachment 1) has created some real concerns that need to be addressed.



In the former, Schuldes Sports Center, the main entrance was on the Northwest end of the building (attachment 2). There was a parking lot in front (west end) of the building. This was

the pick-up/drop-off location for all visiting buses coming to St. Norbert College (SNC) for athletic competitions as well as the loading and departure of SNC buses heading to away athletic contests.



This arrival/departure situation involves the sports of volleyball and men's and women's basketball who hold competitions within MFFSC, and as of 2018-19 it will also include men's and women's swimming as they will compete within the facility as well. In addition, the following SNC sport teams have their permanent locker facilities in MFFSC and they will leave for, and arrive from, competitions at MFFSC: men's and women's cross country, men's and women's soccer, baseball, and softball. The sports of golf and tennis also are housed out of MFFSC, but because they travel by vans, the concern identified in this memo does not include those sports.

The problem we now face with the new facility: there is no location for any buses to drop-off or pick-up. The two streets on either side of the facility, Marsh (Attachment 3) and Stewart (Attachment 4), do not allow a charter bus to pull into and then turn around. So these two streets are not options. The front of Third Street has parking all along the front of the building (Attachment 5). With the new orientation of the building opening to Third Street, it would make most sense for the buses to be able to pull up to the front of the building.





The number of times buses arrive for pick-up of a team or to drop-off is bigger than anyone actually imagines. The following is a list of the number of drop-offs/pick-ups by sports at MFFDSC for the upcoming year.

<u>Sport Team</u>	<u>Pick-Up/Drop-Offs</u>
Cross Country	7
Volleyball – SNC	14
Volleyball – Opponents	6
Soccer – SNC	12
Basketball – SNC	11
Basketball – Opponents	22
Baseball – SNC	9
Softball – SNC	9
De Pere HS Meet Opponents	3
As of 2018-2019, add:	
Swimming – SNC	7

Swimming – Opponents7
107

This means at least on 107 occasions during the academic year, a bus will pull up to the MFFSC and either pick-up SNC student-athletes, take them to their contest and drop them back again following the event, or, drop-off a visiting team to compete and then pick them up again at the conclusion of the event. These 107 occasions do not include any post-season events we may host at the conclusion of each of the seasons. Should that occur, it would mean three coach buses visiting the facility for the conference tournament.

Potential Solution:

Seek from the City of De Pere to have the parking banned on the street in front of the building and allow for consistent and safe loading and unloading of buses at our site.

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

MEETING DATE: October 9, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Clarification of Refuse/Recycle Container Storage Requirements of De Pere Municipal Code 82-3.

ATTACHMENTS:

- Clarification of Refuse-Recycle Container Storage Requirements 10-5-17 (DOC)
- Memo Refuse-Recycle Storage Oct 2017 (PDF)
- Alderperson Jennings Request for BOPW 10-4-17 (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: October 5, 2017
Subject: Clarification of Refuse/Recycle Container Storage Requirements of De Pere
Municipal Code 82-3

The intent of this agenda item is for the purpose of clarifying the City's ordinance pertaining to the refuse/recycle container storage requirements. See attachment from the City Attorney.

In addition, Alderperson Jennings wanted the BOPW to further discuss industrial zoned properties and whether the enclosure ordinance should be excluded. See attached email.

Any questions please contact my office.

CITY OF DE PERE

MEMO

To: Scott Thoresen, Director of Public Works
 From: Judith Schmidt-Lehman, City Attorney *Judy*
 RE: Clarification of Refuse/Recycle Container Storage Requirements of §82-3
 De Pere Municipal Code (DPMC)
 Date: October 9, 2017

The purpose of this memo is to provide clarification of the refuse/recycle storage requirements for residential, commercial and Nicolet Square properties, which are slated to be effective January 1, 2018.

Storage of City Issued Polycarts on Residential Sources (§82-3(a)(5)a. DPMC)

- Polycarts shall be stored in a garage or other permitted enclosure when available
- If enclosure not available, polycarts shall be screened from view from property line, using screening measures such as fencing, bushes and other measures which block view of polycarts.
- No specific materials required or prohibited
- Maintenance of screening device required

Storage of City Issued Polycarts on Non-Nicolet Square Commercial, Institutional and Manufacturing Sources Not Addressed by Plan Commission Approved Site Plan (§82-3(a)(5)b. DPMC)¹

- Polycarts shall be stored in an enclosure when available
- If enclosure not available, polycarts shall be screened from view from property line, using screening measures such as fencing, bushes and other measures which block view of polycarts.
- Chain link fence with slatting is prohibited
- No specific materials required
- Maintenance of screening device required

¹ Ordinance #15-12B, approved by the Common Council on June 2, 2015, began requiring refuse/recycle container storage enclosure during site plan review process. The enclosure requirements under that ordinance for commercial and industrial properties undergoing site plan approval by the Plan Commission are:

- Refuse and recycle containers shall be stored within an enclosure.
- Refuse and recycle enclosure shall be limited to refuse and recycle receptacles.
- Enclosure shall be 100% impervious to sight.
- The enclosure and gate shall be a matching metal building material, vinyl, brick, masonry or composite wood. Chain link fence with slats is not permitted.
- The enclosures shall be at least (1) foot higher than the receptacle(s). No refuse or recycle may be stored higher than the enclosure.
- The refuse and recycle storage area shall be a compliant hard surface (gravel is not allowed).
- Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

See §14-60(6)(j) DPMC

Storage of Private Collection Service Receptacles Located Entirely On Private Nicolet Square Commercial Properties (§82-12(d)(2) DPMC)

- Enclosure which is 100% impervious to view
- Contains only collection receptacles
- Gate and enclosure constructed of vinyl, brick, masonry or composite wood which matches the primary structure
- Height of enclosure is at least one foot higher than receptacle, but no higher than 6 feet
- Hard surface\landscaping required for screening around non-paved surface/landscaped area

Storage of Private Collection Service Receptacles Not Addressed by Plan Commission Approved Site Plan (§82-3(b)DPMC)

- Receptacles shall be stored in an enclosure when available
- If enclosure not available, receptacles shall be screened from view from property line, using screening measures such as fencing, bushes and other measures which block view of receptacle.
- No specific materials required
- Maintenance of screening device required

If you have any questions or concerns, please let me know.

H:\azills\Memos\2017\Thoresen-Refuse-Recycle Container Storage Guidance Memo-October 2017-148-003-15.docx

Scott Thoresen

From: Scott Thoresen
Sent: Thursday, October 05, 2017 2:10 PM
To: Scott Thoresen
Subject: FW: Item for next Public Works meeting

From: Ryan Jennings
Sent: Wednesday, October 04, 2017 9:32 PM
To: Scott Thoresen
Cc: Jonathon Hansen
Subject: RE: Item for next Public Works meeting

Hi Scott: Based on my meeting with Mr. Dean Stoller, I would like the BOPW to discuss if properties zoned industrial like the business parks should be excluded from the enclosure ordinance (or specifically just the business parks). His points are:

1. He understands the need for enclosures in mixed residential/business/downtown areas. Valley Cabinet is located in the business park and his three adjoined parcels are zoned Industrial.
 - o Industrial areas sometimes have pallets of materials or product outside buildings and may have scrap that is no in a dumpster. It is, after all, an industrial area. The dumpsters are the least part of the unsightliness that can reasonably expected.
 - o He has an additional 15 yard dumpster that collects wood scrap that is purchased by another business. This dumpster is not picked up and apparently not subject to the ordinance. The nearby HVAC contractor has sloppy piles of pallets and scrap that apparently also not under scrutiny.
 - o His property is showroom spotless with the exception of the dumpsters that are neatly kept closed.
 - o His dumpsters are, in my estimation, 200 yards off the road and are obscured behind a cyclone security fence. You would have to look very hard to even see them.
 - o In my opinion, in a complaint driven system like ours, a citizen originated complaint against him would be unthinkable.
2. The cost to enclose his (3) 6 yard dumpsters would be significant as we learned with the Nicolet square enclosures.
3. The required enclosure including concrete pad is permanent whereas the needed dumpster location may change as his business grows or the manufacturing facility is rearranged for efficiency.

I think it would be worth considering our ordinance requirements to exclude either the business parks, properties zoned industrial or both. A consideration could also be made for the minimum distance from the public right of way. I do not recall any significant consideration of the industrial zoned parcels or business parks when the ordinance was put in place.

Obviously there is a danger to 'opening the door to exceptions' but I believe he has a reasonable argument and it is worthy of discussion by the BOPW. I further think that Dean is the tip of the iceberg when it comes to the complaints we are getting from the business parks/industrial zoned parcels. It would be good to address this sooner than later. Thanks, Ryan.

ps: I've copied Alderperson Hansen on this since it is District 2 and I don't know if Mr. Stoller contacted him also.

Ryan Jennings
 City of De Pere Alderperson, District 2
 326 S. Michigan St.
 De Pere, WI 54115
 (920) 737-7427
rjennings@mail.de-pere.org

Learn more and sign up for my newsletter at: <http://ryanjennings.us/>

Attachment: Alderperson Jennings Request for BOPW 10-4-17 (6286 : Clarification of Refuse/Recycle Container Storage Requirements of De

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 9, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Nicolet Square Dumpster Services.*

ATTACHMENTS:

- Nicolet Square Dumpster Services 10-4-17 (DOC)
- 2017 Garbage & Recycling Dumpster Collection Services (PDF)
- Dumpster Proposal - Sample Consultant Agreement (PDF)
- 2017 Garbage & Recycling Dumpster Collection Services Bid Summaries (PDF)
- Advance Disposal Dumpster Service Proposal 9-29-17 (PDF)
- Van's Waste Dumpster Service Proposal 9-29-17 (PDF)
- Waste Management Dumpster Service Proposal 9-29-17 (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: October 4, 2017
Subject: Consider Nicolet Square Dumpster Services

The City recently requested proposals (See attached) for providing garbage and recycling dumpster collection services for Nicolet Square. In addition, the dumpster collection services would take place at one or more designated sites throughout the City's downtown over the next several years. The proposals for services are for a multi-year period.

The City received the following proposals (See attached summary) for the dumpster services:

- Advance Disposal
- Van's Waste
- Waste Management

Staff recommends awarding the dumpster services to Advance Disposal.

Attachment: Nicolet Square Dumpster Services 10-4-17 (6290 : Nicolet Square Dumpster Services*)



City of De Pere

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Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

October 3, 2017

**RE: Request for Proposals
2017 Garbage & Recycling
Dumpster Collection Services**

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at one or more designated sites throughout the City's downtown over the next several years. The first year of collection services will be for one newly built dumpster enclosure located at Nicolet Square parking lot located at 110 3rd Street. The services being sought are for a multi-year period.

Scope of Work:

1. Contractor Responsibilities

- a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.
- b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.
- d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

- e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.
- g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.
- h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.
- i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.
- j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.
- k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).
- l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.
- m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.
- o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.
- p) New containers required shall be set in place or installed within 48 hours of request.

- q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.
- r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.
- s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval
- t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.
- u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. **City of De Pere Responsibilities**

- a) The City shall enact and enforce necessary ordinances consistent with this proposal.
- b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.
- c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.
- d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, 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 City of De Pere, 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 City of De Pere, 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 City of De Pere, 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 City of De Pere as herein provided.

4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2018 -2020) with an option for the City to renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than November 6, 2017. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

5. **Payment**

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

6. **Insurance Requirements:**

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	\$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (on a per project basis)	\$ 2,000,000
b. Products – Completed Operations Aggregate	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
f. Excess or Umbrella Liability	
General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000
Automobile Liability:	
g. Combined Single Limit of	\$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked “**Dumpster Collection Services Proposal**” 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 than 10:00 a.m. on Friday, September 29, 2017.

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

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

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 provide garbage and recycling dumpster collection services:

2018 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2018 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2018 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Attachment: 2017 Garbage & Recycling Dumpster Collection Services (6290 : Nicolet Square Dumpster Services*)

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2019 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Attachment: 2017 Garbage & Recycling Dumpster Collection Services (6290 : Nicolet Square Dumpster Services*)

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2019 FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Attachment: 2017 Garbage & Recycling Dumpster Collection Services (6290 : Nicolet Square Dumpster Services*)

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2020 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Attachment: 2017 Garbage & Recycling Dumpster Collection Services (6290 : Nicolet Square Dumpster Services*)

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Attachment: 2017 Garbage & Recycling Dumpster Collection Services (6290 : Nicolet Square Dumpster Services*)

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

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

**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: Dumpster Proposal - Sample Consultant Agreement (6290 : Nicolet Square Dumpster Services*)

2017 Garbage & Recycling Dumpster Collection Services Bid Summaries												
	Advanced Disposal				Van's Waste				Waste Management			
	1/Week	2/Week	3/Week	4/Week	1/Week	2/Week	3/Week	4/Week	1/Week	2/Week	3/Week	4/Week
2018 Nicolet Square - Refuse												
2 - Yd Dumpster	\$ 47.00	\$ 92.00	\$ 136.00	\$ 180.00	\$ 59.00	\$ 110.00	\$ 160.00	\$ 200.00	\$ 48.33	\$ 94.36	\$ 140.40	\$ 186.44
4 - Yd Dumpster	\$ 61.00	\$ 118.00	\$ 175.00	\$ 232.00	\$ 79.00	\$ 148.00	\$ 218.00	\$ 280.00	\$ 64.97	\$ 127.02	\$ 189.08	\$ 251.13
6 - Yd Dumpster	\$ 74.00	\$ 144.00	\$ 214.00	\$ 284.00	\$ 95.00	\$ 175.00	\$ 252.00	\$ 330.00	\$ 82.07	\$ 160.14	\$ 238.21	\$ 316.28
8 - Yd Dumpster	\$ 88.00	\$ 171.00	\$ 253.00	\$ 336.00	\$ 115.00	\$ 220.00	\$ 322.00	\$ 420.00	\$ 98.68	\$ 192.76	\$ 286.85	\$ 380.94
2018 Nicolet Square - Recycle												
2 - Yd Dumpster	\$ 42.00	\$ 83.00	\$ 125.00	\$ 167.00	\$ 42.00	\$ 78.00	\$ 115.00	\$ 150.00	\$ 41.44	\$ 80.34	\$ 119.23	\$ 158.13
4 - Yd Dumpster	\$ 47.00	\$ 94.00	\$ 141.00	\$ 187.00	\$ 52.00	\$ 102.00	\$ 149.00	\$ 194.00	\$ 50.69	\$ 98.46	\$ 146.23	\$ 194.01
6 - Yd Dumpster	\$ 52.00	\$ 104.00	\$ 156.00	\$ 208.00	\$ 62.00	\$ 120.00	\$ 176.00	\$ 230.00	\$ 60.60	\$ 117.25	\$ 173.90	\$ 230.55
8 - Yd Dumpster	\$ 57.00	\$ 114.00	\$ 172.00	\$ 229.00	\$ 70.00	\$ 138.00	\$ 207.00	\$ 274.00	\$ 70.12	\$ 135.64	\$ 201.16	\$ 266.69
2019 Nicolet Square - Refuse												
2 - Yd Dumpster	\$ 47.47	\$ 92.92	\$ 137.36	\$ 181.80	\$ 61.00	\$ 113.00	\$ 165.00	\$ 206.00	\$ 50.75	\$ 99.08	\$ 147.42	\$ 195.76
4 - Yd Dumpster	\$ 61.61	\$ 119.18	\$ 176.75	\$ 234.32	\$ 81.00	\$ 152.00	\$ 225.00	\$ 288.00	\$ 68.22	\$ 133.37	\$ 198.53	\$ 263.69
6 - Yd Dumpster	\$ 74.74	\$ 145.44	\$ 216.21	\$ 286.84	\$ 98.00	\$ 180.00	\$ 260.00	\$ 340.00	\$ 86.17	\$ 168.15	\$ 250.12	\$ 332.09
8 - Yd Dumpster	\$ 88.88	\$ 172.71	\$ 255.53	\$ 339.36	\$ 119.00	\$ 227.00	\$ 332.00	\$ 433.00	\$ 103.61	\$ 202.40	\$ 301.19	\$ 399.99
2019 Nicolet Square - Recycle												
2 - Yd Dumpster	\$ 42.42	\$ 83.83	\$ 126.25	\$ 168.67	\$ 43.00	\$ 80.00	\$ 118.00	\$ 155.00	\$ 43.51	\$ 84.36	\$ 125.19	\$ 166.04
4 - Yd Dumpster	\$ 47.47	\$ 94.94	\$ 142.41	\$ 188.87	\$ 54.00	\$ 105.00	\$ 154.00	\$ 200.00	\$ 53.22	\$ 103.38	\$ 153.54	\$ 203.71
6 - Yd Dumpster	\$ 52.52	\$ 105.04	\$ 157.56	\$ 210.08	\$ 64.00	\$ 124.00	\$ 181.00	\$ 237.00	\$ 63.63	\$ 123.11	\$ 182.60	\$ 242.08
8 - Yd Dumpster	\$ 57.57	\$ 115.14	\$ 173.72	\$ 231.29	\$ 72.00	\$ 142.00	\$ 213.00	\$ 282.00	\$ 73.63	\$ 142.42	\$ 211.22	\$ 280.02
2019 Future Areas - Refuse												
2 - Yd Dumpster	\$ 47.47	\$ 92.92	\$ 137.36	\$ 181.80	\$ 61.00	\$ 113.00	\$ 165.00	\$ 206.00	\$ 50.75	\$ 99.08	\$ 147.42	\$ 195.76
4 - Yd Dumpster	\$ 61.61	\$ 119.18	\$ 176.75	\$ 234.32	\$ 81.00	\$ 152.00	\$ 225.00	\$ 288.00	\$ 68.22	\$ 133.37	\$ 198.53	\$ 263.69
6 - Yd Dumpster	\$ 74.74	\$ 145.44	\$ 216.21	\$ 286.84	\$ 98.00	\$ 180.00	\$ 260.00	\$ 340.00	\$ 86.17	\$ 168.15	\$ 250.12	\$ 332.09
8 - Yd Dumpster	\$ 88.88	\$ 172.71	\$ 255.53	\$ 339.36	\$ 119.00	\$ 227.00	\$ 332.00	\$ 433.00	\$ 103.61	\$ 202.40	\$ 301.19	\$ 399.99
2019 Future Areas - Recycle												
2 - Yd Dumpster	\$ 42.42	\$ 83.83	\$ 126.25	\$ 168.67	\$ 43.00	\$ 80.00	\$ 118.00	\$ 155.00	\$ 43.51	\$ 84.36	\$ 125.19	\$ 166.04
4 - Yd Dumpster	\$ 47.47	\$ 94.94	\$ 142.41	\$ 188.87	\$ 54.00	\$ 105.00	\$ 154.00	\$ 200.00	\$ 53.22	\$ 103.38	\$ 153.54	\$ 203.71
6 - Yd Dumpster	\$ 52.52	\$ 105.04	\$ 157.56	\$ 210.08	\$ 64.00	\$ 124.00	\$ 181.00	\$ 237.00	\$ 63.63	\$ 123.11	\$ 182.60	\$ 242.08
8 - Yd Dumpster	\$ 57.57	\$ 115.14	\$ 173.72	\$ 231.29	\$ 72.00	\$ 142.00	\$ 213.00	\$ 282.00	\$ 73.63	\$ 142.42	\$ 211.22	\$ 280.02
2020 Nicolet Square - Refuse												
2 - Yd Dumpster	\$ 47.94	\$ 93.85	\$ 138.73	\$ 183.62	\$ 63.00	\$ 116.00	\$ 170.00	\$ 212.00	\$ 53.28	\$ 104.03	\$ 154.79	\$ 205.55
4 - Yd Dumpster	\$ 62.23	\$ 120.37	\$ 178.52	\$ 236.66	\$ 83.00	\$ 157.00	\$ 232.00	\$ 297.00	\$ 71.63	\$ 140.04	\$ 208.46	\$ 276.87
6 - Yd Dumpster	\$ 75.49	\$ 146.89	\$ 218.37	\$ 289.71	\$ 101.00	\$ 185.00	\$ 268.00	\$ 350.00	\$ 90.48	\$ 176.55	\$ 262.63	\$ 348.70
8 - Yd Dumpster	\$ 89.77	\$ 174.44	\$ 258.09	\$ 342.75	\$ 123.00	\$ 233.00	\$ 342.00	\$ 446.00	\$ 108.79	\$ 212.52	\$ 316.25	\$ 419.99
2020 Nicolet Square - Recycle												
2 - Yd Dumpster	\$ 42.84	\$ 84.67	\$ 127.51	\$ 170.36	\$ 44.00	\$ 82.00	\$ 122.00	\$ 160.00	\$ 45.69	\$ 88.57	\$ 131.45	\$ 174.34
4 - Yd Dumpster	\$ 47.94	\$ 95.89	\$ 143.83	\$ 190.76	\$ 56.00	\$ 108.00	\$ 159.00	\$ 206.00	\$ 55.89	\$ 108.55	\$ 161.22	\$ 213.90
6 - Yd Dumpster	\$ 53.05	\$ 106.09	\$ 159.14	\$ 212.18	\$ 66.00	\$ 128.00	\$ 186.00	\$ 244.00	\$ 66.81	\$ 129.27	\$ 191.72	\$ 254.18
8 - Yd Dumpster	\$ 58.15	\$ 116.29	\$ 175.45	\$ 233.29	\$ 74.00	\$ 148.00	\$ 219.00	\$ 290.00	\$ 77.31	\$ 149.54	\$ 221.78	\$ 294.03
2020 Future Areas - Refuse												
2 - Yd Dumpster	\$ 47.94	\$ 93.85	\$ 138.73	\$ 183.62	\$ 63.00	\$ 116.00	\$ 170.00	\$ 212.00	\$ 53.28	\$ 104.03	\$ 154.79	\$ 205.55
4 - Yd Dumpster	\$ 62.23	\$ 120.37	\$ 178.52	\$ 236.66	\$ 83.00	\$ 157.00	\$ 232.00	\$ 297.00	\$ 71.63	\$ 140.04	\$ 208.46	\$ 276.87

6 - Yd Dumpster	\$ 75.49	\$ 146.89	\$ 218.37	\$ 289.71	\$ 101.00	\$ 185.00	\$ 268.00	\$ 350.00	\$ 90.48	\$ 176.55	\$ 262.63	\$ 348.70
8 - Yd Dumpster	\$ 89.77	\$ 174.44	\$ 258.09	\$ 342.75	\$ 123.00	\$ 233.00	\$ 342.00	\$ 446.00	\$ 108.79	\$ 212.52	\$ 316.25	\$ 419.99
2020 Future Areas - Recycle												
2 - Yd Dumpspter	\$ 42.84	\$ 84.67	\$ 127.51	\$ 170.36	\$ 44.00	\$ 82.00	\$ 122.00	\$ 160.00	\$ 45.69	\$ 88.57	\$ 131.45	\$ 174.34
4 - Yd Dumpster	\$ 47.94	\$ 95.89	\$ 143.83	\$ 190.76	\$ 56.00	\$ 108.00	\$ 159.00	\$ 206.00	\$ 55.89	\$ 108.55	\$ 161.22	\$ 213.90
6 - Yd Dumpster	\$ 53.05	\$ 106.09	\$ 159.14	\$ 212.18	\$ 66.00	\$ 128.00	\$ 186.00	\$ 244.00	\$ 66.81	\$ 129.27	\$ 191.72	\$ 254.18
8 - Yd Dumpster	\$ 58.15	\$ 116.29	\$ 175.45	\$ 233.29	\$ 74.00	\$ 148.00	\$ 219.00	\$ 290.00	\$ 77.31	\$ 149.54	\$ 221.78	\$ 294.03



Scott Thoresen
City Of De Pere
Director of Public Works

RE: Dumpster Collection Services Proposal

Scott, here is our proposal for the De Pere services. I am providing details below about our proposal.

- Initial pricing for Nicolet Square will be firm until Jan 1. 2019
- On the anniversary of January 1 thereafter, a 1% increase will be assessed.
- WE WILL PROVIDE 1 MONTH SERVICE AT NO COST FOR EACH LOCATION.
- Service is flexible to meet the demands of the location. Container size, frequency, etc.
- Advanced Disposal Services (ADS) has excellent safety and environmental records. Our in house vehicle maintenance assures consistent service. It is critical to have a well maintained vehicle fleet, and Driver Training Program to protect your assets and the community.
- We have a transfer station in De Pere and operate our own landfill also.
- Proximity of our ADS location will provide service to meet your timeframe, as well as being able to respond to emergency service when necessary.
- ADS is a good partner in the De Pere community. Our employees and our company support the community businesses.
- Nicolet Square will accept 2-8 yard containers with no trouble. NO overhead wire obstruction present.
- The right side gate will need a pin hole in the asphalt to keep the door open when servicing, and preventing from swinging into parked vehicles.

References:

Broadway Investments
The 102 on Broadway
Jason Tadych
920-277-4739

Great Harvest Bread
802 George St
Brent Felchin
920-336-9111

De Pere Christian Outreach
506 Butler St
Barb Erlandson
920-339-1060

Mike Pectus

920-450-6423

PO Box 5096, 1799 Cty PP

De Pere, WI 54115

Tel (920)983-3341

Fax (920)983-3348

AdvancedDisposal.com

Attachment: Advance Disposal Dumpster Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

September 13, 2017

**RE: Request for Proposals
2017 Garbage & Recycling
Dumpster Collection Services**

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at one or more designated sites throughout the City's downtown over the next several years. The first year of collection services will be for one newly built dumpster enclosure located at Nicolet Square parking lot located at 110 3rd Street. The services being sought are for a multi-year period.

Scope of Work:

1. Contractor Responsibilities

- a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.
- b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.
- d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

- e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.
- g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.
- h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.
- i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.
- j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.
- k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).
- l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.
- m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.
- o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.
- p) New containers required shall be set in place or installed within 48 hours of request.

- q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.
- r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.
- s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval
- t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.
- u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. City of De Pere Responsibilities

- a) The City shall enact and enforce necessary ordinances consistent with this proposal.
- b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.
- c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.
- d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, 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 City of De Pere, 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 City of De Pere, 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 City of De Pere, 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 City of De Pere as herein provided.

4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2018 -2020) with an option for the City to renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than November 6, 2017. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

5. Payment

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

6. Insurance Requirements:

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	\$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (on a per project basis)	\$ 2,000,000
b. Products – Completed Operations Aggregate	\$ 2,000,000
c. Personal and Advertising Injury	\$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
f. Excess or Umbrella Liability	
General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000
Automobile Liability:	
g. Combined Single Limit of	\$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked “**Dumpster Collection Services Proposal**” 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 than 10:00 a.m. on Friday, September 29, 2017.

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

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
 Director of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

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 provide garbage and recycling dumpster collection services:

2018 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2018 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$47	\$92	\$136	\$180 5xweek \$225
4 – YD Dumpster	\$61	\$118	\$175	\$232 5x week \$289
6 – YD Dumpster	\$74	\$144	\$214	\$284 5x week \$354
8 – YD Dumpster	\$88	\$171	\$253	\$336 5x week \$419

YEAR 2018 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$42	\$83	\$125	\$167 5 x week \$208
4 – YD Dumpster	\$47	\$94	\$141	\$187 5 x week 4234
6 – YD Dumpster	\$52	\$104	\$156	\$208 5 x week \$260
8 – YD Dumpster	\$57	\$114	\$172	\$229 5 x week \$286

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$47.47	\$92.92	\$137.36	\$181.80 5x week \$227.25
4 – YD Dumpster	\$61.61	\$119.18	\$176.75	\$234.32 5 xweek \$291.89
6 – YD Dumpster	\$74.74	\$145.44	\$216.21	\$286.84 5xweek \$357.54
8 – YD Dumpster	\$88.88	\$172.71	\$255.53	\$339.36 5xweek \$423.19

YEAR 2019 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$42.42	\$83.83	\$126.25	\$168.67 5xweek \$210.08
4 – YD Dumpster	\$47.47	\$94.94	\$142.41	\$188.87 5xweek \$236.34
6 – YD Dumpster	\$52.52	\$105.04	\$157.56	\$210.08 5x week \$262.60
8 – YD Dumpster	\$57.57	\$115.14	\$173.72	\$231.29 5xweek \$288.86

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$47.47	\$92.92	\$137.36	\$181.80 5x week \$227.25
4 – YD Dumpster	\$61.61	\$119.18	\$176.75	\$234.32 5 xweek \$291.89
6 – YD Dumpster	\$74.74	\$145.44	\$216.21	\$286.84 5xweek \$357.54
8 – YD Dumpster	\$88.88	\$172.71	\$255.53	\$339.36 5xweek \$423.19

YEAR 2019				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$42.42	\$83.83	\$126.25	\$168.67 5xweek \$210.08
4 – YD Dumpster	\$47.47	\$94.94	\$142.41	\$188.87 5xweek \$236.34
6 – YD Dumpster	\$52.52	\$105.04	\$157.56	\$210.08 5x week \$262.60
8 – YD Dumpster	\$57.57	\$115.14	\$173.72	\$231.29 5xweek \$288.86

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$47.94	\$93.85	\$138.73	\$183.62 5xweek \$229.52
4 – YD Dumpster	\$62.23	\$120.37	\$178.52	\$236.66 5xweek \$294.81
6 – YD Dumpster	\$75.49	\$146.89	\$218.37	\$289.71 5xweek \$361.12
8 – YD Dumpster	\$89.77	\$174.44	\$258.09	\$342.75 5xweek \$427.94

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$42.84	\$84.67	\$127.51	\$170.36 5xweek \$211.08
4 – YD Dumpster	\$47.94	\$95.89	\$143/83	\$190.76 5xweek \$238.70
6 – YD Dumpster	\$53.05	\$106.09	\$159.14	\$212.18 5xweek \$265.23
8 – YD Dumpster	\$58.15	\$116.29	\$175.45	\$233.29 5xweek \$291.75

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020 FUTURE DOWNTOWN DUMPSTER LOCATIONS DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$47.94	\$93.85	\$138.73	\$183.62 5xweek \$229.52
4 – YD Dumpster	\$62.23	\$120.37	\$178.52	\$236.66 5xweek \$294.81
6 – YD Dumpster	\$75.49	\$146.89	\$218.37	\$289.71 5xweek \$361.12
8 – YD Dumpster	\$89.77	\$174.44	\$258.09	\$342.75 5xweek \$427.94

YEAR 2020 FUTURE DOWNTOWN DUMPSTER LOCATIONS DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$42.84	\$84.67	\$127.51	\$170.36 5xweek \$211.08
4 – YD Dumpster	\$47.94	\$95.89	\$143/83	\$190.76 5xweek \$238.70
6 – YD Dumpster	\$53.05	\$106.09	\$159.14	\$212.18 5xweek \$265.23
8 – YD Dumpster	\$58.15	\$116.29	\$175.45	\$233.29 5xweek \$291.75

ADVANCED DISPOSAL SERVICES

Name of Firm

PO BOX 5096 / 1799 CTY PP

Address of Firm

920 - 351 - 2352

Telephone Number

920 - 983 - 3348

Fax Number

MICHAEL.PETERSEN@ADVANCEDDISPOSAL.COM

Email Address

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

representative of: ADVANCED DISPOSAL SERVICES 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.

Michael Petersen

Signature of Bidder

9/20/2017

Date

MICHAEL PETERSEN

Print or Type Name of Bidder

ACCOUNT MANAGER

Title



CERTIFICATE OF LIABILITY INSURANCE

Page 1

3.5.e

DATE (MM/DD/YYYY)
09/15/2017

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 Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arch Insurance Company	
	INSURER B: Allied World National Assurance Company	
	INSURER C: Illinois Union Insurance Company	
	INSURER D: Arch Indemnity Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W3516705**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
A	☒ COMMERCIAL GENERAL LIABILITY			31GPP4985404	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			31CAB4985504	11/20/2016	11/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			03098718	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 15,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			31WCI4985304	11/20/2016	11/20/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence: \$25,000,000

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

Job & Worksite: Various sites throughout the City of De Pere

Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers Liability policies.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of De Pere Attn: Scott J Thoresen, Director of Public Works 925 South Sixth Street De Pere, WI 54115	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

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ACORD 25 (2016/03)

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SR ID: 15062231

BATCH: 447629

Packet Pg. 103

Attachment: Advance Disposal Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Virginia, Inc.		NAMED INSURED Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella follows form over the General Liability, Auto Liability and Employers Liability.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company

NAIC#: 30830

POLICY NUMBER: 34WCI0519200 EFF DATE: 11/20/2016 EXP DATE: 11/20/2017

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO	E.L. Each Accident:	\$1,000,000
Per Statute	E.L. Disease-Pol Lim:	\$1,000,000
	E.L. Disease-Ea Empl:	\$1,000,000

INSURER AFFORDING COVERAGE: Arch Insurance Company

NAIC#: 11150

POLICY NUMBER: 31CAB0502304 EFF DATE: 11/20/2016 EXP DATE: 11/20/2017

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Lim:	\$4,000,000
Any Auto	SIR:	\$1,000,000

ADDITIONAL REMARKS:

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

Named Insured:

ADS Renewable Energy – Eagle Point, LLC
 ADS Renewable Energy – Stones Throw, LLC
 ADS Renewable Energy – Wolf Creek, LLC
 ADS Solid Waste of NJ, Inc.
 Advanced Disposal Recycling Services Atlanta, LLC
 Advanced Disposal Recycling Services Gulf Coast, LLC
 Advanced Disposal Services Alabama CATS, LLC
 Advanced Disposal Services Alabama EATS, LLC
 Advanced Disposal Services Alabama Holdings, LLC
 Advanced Disposal Services Alabama, LLC
 Advanced Disposal Services Arbor Hills Landfill, Inc.
 Advanced Disposal Services Atlanta, LLC
 Advanced Disposal Services Augusta, LLC
 Advanced Disposal Services Biloxi MRF, LLC
 Advanced Disposal Services Birmingham, Inc.
 Advanced Disposal Services Blackfoot Landfill, Inc.
 Advanced Disposal Services Blue Ridge Landfill, Inc.
 Advanced Disposal Services Carolinas, LLC
 Advanced Disposal Services Cedar Hill Landfill, Inc.
 Advanced Disposal Services Central Florida, LLC
 Advanced Disposal Services Chestnut Valley Landfill, LLC
 Advanced Disposal Services Cobb County Recycling Facility, LLC
 Advanced Disposal Services Cobb County Transfer Station, LLC
 Advanced Disposal Services Cranberry Creek Landfill, LLC
 Advanced Disposal Services Cypress Acres Landfill, Inc.
 Advanced Disposal Services Eagle Bluff Landfill, Inc.
 Advanced Disposal Services East, Inc.
 Advanced Disposal Services Eastern PA, Inc.
 Advanced Disposal Services Emerald Park Landfill, LLC
 Advanced Disposal Services Evergreen Landfill, Inc.
 Advanced Disposal Services Glacier Ridge Landfill, LLC
 Advanced Disposal Services Greentree Landfill, LLC
 Advanced Disposal Services Gulf Coast, LLC
 Advanced Disposal Services Gwinnett Transfer Station, LLC
 Advanced Disposal Services Hancock County, LLC
 Advanced Disposal Services Hickory Meadows Landfill, LLC
 Advanced Disposal Services Hoosier Landfill, Inc.
 Advanced Disposal Services Jackson, LLC
 Advanced Disposal Services Jacksonville, LLC
 Advanced Disposal Services Jones Road, LLC
 Advanced Disposal Services Lancaster Landfill, LLC
 Advanced Disposal Services Lithonia Transfer Station, LLC
 Advanced Disposal Services Macon, LLC
 Advanced Disposal Services Magnolia Ridge Landfill, LLC
 Advanced Disposal Services Mallard Ridge Landfill, Inc.
 Advanced Disposal Services Maple Hill Landfill, Inc.
 Advanced Disposal Services Middle Georgia, LLC
 Advanced Disposal Services Midwest, LLC
 Advanced Disposal Services Milledgeville Transfer Station, LLC
 Advanced Disposal Services Mississippi Holdings, Inc.
 Advanced Disposal Services Mississippi, LLC
 Advanced Disposal Services Mobile Transfer Station, LLC
 Advanced Disposal Services Morehead Landfill, Inc.
 Advanced Disposal Services National Accounts Holdings, Inc.
 Advanced Disposal Services National Accounts, Inc.

Advanced Disposal Services North Alabama Landfill, LLC
 Advanced Disposal Services North Georgia, LLC
 Advanced Disposal Services Oak Ridge Landfill, Inc.
 Advanced Disposal Services Orchard Hills Landfill, Inc.
 Advanced Disposal Services Pasco County, LLC
 Advanced Disposal Services Pecan Row Landfill, LLC
 Advanced Disposal Services Pontiac Landfill, Inc.
 Advanced Disposal Services Prattville C&D Landfill, LLC
 Advanced Disposal Services Renewable Energy, LLC
 Advanced Disposal Services Rogers Lake, LLC
 Advanced Disposal Services Rolling Hills Landfill, Inc.
 Advanced Disposal Services Selma Transfer Station, LLC
 Advanced Disposal Services Seven Mile Creek Landfill, LLC
 Advanced Disposal Services Smyrna Transfer Station, LLC
 Advanced Disposal Services Solid Waste Leasing Corp.
 Advanced Disposal Services Solid Waste Midwest, LLC
 Advanced Disposal Services Solid Waste Southeast, Inc.
 Advanced Disposal Services Somerset, Inc.
 Advanced Disposal Services South Carolina, LLC
 Advanced Disposal Services South, LLC
 Advanced Disposal Services Star Ridge Landfill, Inc.
 Advanced Disposal Services Stateline, LLC
 Advanced Disposal Services Sumner Landfill, Inc.
 Advanced Disposal Services Taylor County Landfill, LLC
 Advanced Disposal Services Tennessee Holdings, Inc.
 Advanced Disposal Services Tennessee, LLC
 Advanced Disposal Services Valley Meadows Landfill, LLC
 Advanced Disposal Services Valley View Landfill, Inc.
 Advanced Disposal Services Vasko Rubbish Removal, Inc.
 Advanced Disposal Services Vasko Solid Waste, Inc.
 Advanced Disposal Services Wayne County Landfill, Inc.
 Advanced Disposal Services Western PA, Inc.
 Advanced Disposal Services Zion Landfill, Inc.
 Advanced Disposal Services, Inc.
 Advanced Disposal Waste Holdings Corp.
 Baton Rouge Renewable Energy, LLC
 Burlington Transfer Station, Inc.
 Caldwell Partnership, LLC
 Cartersville Transfer Station, LLC
 Caruthers Mill C&D Landfill, LLC
 CGS Leasing, Inc.
 CGS Services, Inc.
 Champion Transfer Station, LLC
 Community Refuse Service, LLC
 Diller Transfer Station, LLC
 DLD Limited Partnership
 Doraville Transfer Station, LLC
 Eagle Point Landfill, LLC
 Eco-Safe Systems, LLC
 F.D.S. Disposal II, LLC
 Hall County Transfer Station, LLC
 Harmony Landfill, LP
 Highstar Royal Oaks I, Inc.
 Highstar Royal Oaks II, Inc.
 Hinkle Transfer Station, LLC
 HWStar Holdings Corp.
 IWStar Waste Holdings Corp.
 Jones Road Landfill and Recycling, Ltd.

Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
North East Waste Transport, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services
Sister's Sanitation Services, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trash Taxi, LLC
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC



"Continuing Excellence"
Locally Owned & Operated

VAN'S
Waste Inc.

- Roll Offs
- Front Loaders
- Compactor Sales & Services
- Recycling Programs
- DNR LC # 14530

Commercial • Industrial • Construction

September 22, 2017

City of De Pere
Attn: Scott J. Thoresen P.E.,
925 South Sixth St
De Pere, WI 54115

Dear Scott,

I want to thank you for giving me the opportunity to quote on the waste hauling services for the city of De Pere. We have had numerous conversations and meetings about what volumes and services might be needed and I am quite confident that my original estimates for levels of service will be accurate. We will be able to monitor closely the services needed and communicate any adjustments if required to keep the service at an economical rate without overflow issues.

Van's Waste, Inc. is a locally owned and operated company. We have late model trucks and containers which are well maintained to assure timely service schedules are met. We utilize software which is specifically designed for waste hauling industry and customized to meet the specific needs of our customers and company needs. We also utilize the use of two way radios and GPS technology to aid in our dispatch and collection processes. We also have the abilities to verify history of truck locations along with times of services at specific locations. All route drivers check in daily at the end of each day with our commercial services administrator. The drivers and administrator communicate completion of routes along with any pick-up issues, so corrections or adjustments can be made quickly if needed.

One of many things that set us apart from our national competitors is the fact that all calls come into our one (1) local area office located here in the Fox Cities. The national haulers utilize out of state/area call centers which use many numerous call operators and then have to transfer information back to local customer service. Communications tend to break down through multiple levels of people. Our customer service group along with our sales and management group work together are constantly interacting and communication customer needs here in our local office. The Van's Waste, Inc. owners, management, sales and driving staff all have many years of experience in the waste hauling industry.

Our main office number 920-687-2631 can be called after hours with a message prompt for emergencies if needed. Someone is always available 24/7 365 days a year.

Please feel free to contact me with any questions or concerns you may have.
Visit our website: www.vanswasteinc.com to learn more about our company.

Sincerely,

Jeff Vander Heiden
President
Van's Waste, Inc.

Van's Waste, Inc. Supplemental Information

Trade References:

Appleton Downtown Inc.
PO Box 2272
Appleton, WI 54912-2272
Jennifer Stephany – Executive Director
920-954-9112

jennifer@appletondowntown.org

Van's Waste Inc. has collection points for trash/recycling in strategic downtown areas.

Future Neenah
135 W Wisconsin Ave
Neenah, WI 54956
Sara Hanneman – Executive Director
920-722-1920

sarah@neenah.org

Van's Waste has collection points for trash/recycling in strategic downtown areas.

Winnebago County Solid Waste
105 W County Rd Y
Oshkosh, WI 54901
Kathy Hutter – Waste Recycling Program Manager
920-232-1850

khutter@co.winnebago.wi.us

Van's Waste, Inc. does collection of trash and recycling for government offices and various Winnebago County customers which are customers of Winnebago County solid waste program.

Exceptions to Bid:

Performance Bond

Van's Waste Inc. has bid the service without providing a performance bond. The contract would be substantially less than \$50,000.00 and we don't have a contract amount at this time. We are highly qualified and this particular job is very typical of the services performed on a day to day basis. If performance bond is required, we would need to add the cost of the performance bond at an approximate cost of 2%

Illegal Dumping of Landfill Banned Materials

Van's Waste Inc. cannot be held responsible for items that illegal or banned items in the city owned dumpster corrals. We can dispose of these items if applicable but, fees would apply based on the materials and quantities with pre approval from the City of De Pere.

Fuel Surcharges:

Van's Waste, Inc. would charge a 1% fuel surcharge for every \$0.10 cents above the price of \$3.00 per gallon for on road diesel fuel. The surcharges would be determined by using the US EIA (Energy Information Administration) website to determine the monthly average cost of diesel fuel.

County Landfill/Recycling Disposal Increases:

County Landfill/Recycling Fees are set by Brown County and beyond the control of Van's Waste, Inc. Van's Waste, Inc. would honor pricing for 2018 at the rates quoted. If any if any landfill/recycling increases do occur for years after 2018, Van's Waste, Inc. would reserves the right to increase only in the amount of any such increases based on using and average rate of 95lbs per cubic yard for trash and 50lbs per cubic yard for recycling.



**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
TRANSPORTATION SERVICE LICENSE**

Facility Information

FID: 345000040

VANS WASTE INC
N2061 Vandenbroek Rd
Kaukauna WI 54130-9351
Outagamie County (45)
DNR Region: NE

License Number: 14530
TRANSPORTATION SERVICE LICENSE

Truck Count: 22

Effective Date: October 01, 2017
Expiration Date: September 30, 2018

Licensee Name:
VANS WASTE INC

Facility Contact

Jeff Vander Heiden
Primary Contact
N2061 Vandenbroek Rd
Kaukauna WI 54130-9351
Email: jeffvan@vanswaste.com

COPY

This license authorizes the licensee to operate the transportation service described above during the term specified, and is subject to and conditioned upon compliance with the provisions of chapter 287, and 289, Wis. Stats., and chapters NR 500-590, Wis. Adm. Code. Any exemptions from the requirements of chapters NR 500-590, Wis. Adm. Code, issued for this service are listed above.

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

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 provide garbage and recycling dumpster collection services:

2018 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2018 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59. ⁰⁰	110. ⁰⁰	160. ⁰⁰	200. ⁰⁰
4 – YD Dumpster	79. ⁰⁰	148. ⁰⁰	218. ⁰⁰	280. ⁰⁰
6 – YD Dumpster	95. ⁰⁰	175. ⁰⁰	252. ⁰⁰	330. ⁰⁰
8 – YD Dumpster	115. ⁰⁰	220. ⁰⁰	322. ⁰⁰	420. ⁰⁰

YEAR 2018 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	42. ⁰⁰	78. ⁰⁰	115. ⁰⁰	150. ⁰⁰
4 – YD Dumpster	52. ⁰⁰	102. ⁰⁰	149. ⁰⁰	194. ⁰⁰
6 – YD Dumpster	62. ⁰⁰	120. ⁰⁰	176. ⁰⁰	230. ⁰⁰
8 – YD Dumpster	70. ⁰⁰	138. ⁰⁰	207. ⁰⁰	274. ⁰⁰

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	61. ⁰⁰	113. ⁰⁰	165. ⁰⁰	206. ⁰⁰
4 – YD Dumpster	81. ⁰⁰	152. ⁰⁰	225. ⁰⁰	288. ⁰⁰
6 – YD Dumpster	98. ⁰⁰	180. ⁰⁰	260. ⁰⁰	340. ⁰⁰
8 – YD Dumpster	119. ⁰⁰	227. ⁰⁰	332. ⁰⁰	433. ⁰⁰

YEAR 2019 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	43. ⁰⁰	80. ⁰⁰	118. ⁰⁰	155. ⁰⁰
4 – YD Dumpster	54. ⁰⁰	105. ⁰⁰	154. ⁰⁰	200. ⁰⁰
6 – YD Dumpster	64. ⁰⁰	124. ⁰⁰	181. ⁰⁰	232. ⁰⁰
8 – YD Dumpster	72. ⁰⁰	142. ⁰⁰	213. ⁰⁰	282. ⁰⁰

Attachment: Van's Waste Dumpster Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	61. ⁰⁰	113. ⁰⁰	165. ⁰⁰	206. ⁰⁰
4 – YD Dumpster	81. ⁰⁰	152. ⁰⁰	225. ⁰⁰	288. ⁰⁰
6 – YD Dumpster	98. ⁰⁰	180. ⁰⁰	260. ⁰⁰	340. ⁰⁰
8 – YD Dumpster	119. ⁰⁰	227. ⁰⁰	332. ⁰⁰	433. ⁰⁰

YEAR 2019 FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	43. ⁰⁰	80. ⁰⁰	118. ⁰⁰	155. ⁰⁰
4 – YD Dumpster	54. ⁰⁰	105. ⁰⁰	154. ⁰⁰	200. ⁰⁰
6 – YD Dumpster	64. ⁰⁰	124. ⁰⁰	181. ⁰⁰	237. ⁰⁰
8 – YD Dumpster	72. ⁰⁰	142. ⁰⁰	213. ⁰⁰	282. ⁰⁰

Attachment: Van's Waste Dumpster Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	116.00	170.00	212.00
4 – YD Dumpster	83.00	157.00	232.00	297.00
6 – YD Dumpster	101.00	185.00	268.00	350.00
8 – YD Dumpster	123.00	233.00	342.00	446.00

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	44.00	82.00	122.00	160.00
4 – YD Dumpster	56.00	108.00	159.00	206.00
6 – YD Dumpster	66.00	128.00	186.00	244.00
8 – YD Dumpster	74.00	148.00	219.00	290.00

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63. ⁰⁰	116. ⁰⁰	170. ⁰⁰	212. ⁰⁰
4 – YD Dumpster	83. ⁰⁰	157. ⁰⁰	232. ⁰⁰	297. ⁰⁰
6 – YD Dumpster	101. ⁰⁰	185. ⁰⁰	268. ⁰⁰	350. ⁰⁰
8 – YD Dumpster	123. ⁰⁰	233. ⁰⁰	342. ⁰⁰	446. ⁰⁰

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	44. ⁰⁰	82. ⁰⁰	122. ⁰⁰	160. ⁰⁰
4 – YD Dumpster	56. ⁰⁰	108. ⁰⁰	159. ⁰⁰	206. ⁰⁰
6 – YD Dumpster	66. ⁰⁰	128. ⁰⁰	186. ⁰⁰	244. ⁰⁰
8 – YD Dumpster	74. ⁰⁰	148. ⁰⁰	219. ⁰⁰	290. ⁰⁰

Attachment: Van's Waste Dumpster Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)

Van's Waste, Inc.
Name of Firm

N2061 Vandenbroek Rd, Kaukauna, WI 54130
Address of Firm

(920)687-2631
Telephone Number

(920)687-2632
Fax Number

jeff.van@vanswaste.com
Email Address

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

representative of: Van's Waste, 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.

Jeff VanderHeiden
Signature of Bidder

9-19-17
Date

Jeff VanderHeiden
Print or Type Name of Bidder

President
Title

9/21/2017

Waste Management of Wisconsin

2018 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2018 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$48.33	\$94.36	\$140.40	\$186.44
4 – YD Dumpster	\$64.97	\$127.02	\$189.08	\$251.13
6 – YD Dumpster	\$82.07	\$160.14	\$238.21	\$316.28
8 – YD Dumpster	\$98.68	\$192.76	\$286.85	\$380.94

YEAR 2018 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$41.44	\$80.34	\$119.23	\$158.13
4 – YD Dumpster	\$50.69	\$98.46	\$146.23	\$194.01
6 – YD Dumpster	\$60.60	\$117.25	\$173.90	\$230.55
8 – YD Dumpster	\$70.12	\$135.64	\$201.16	\$266.69

Attachment: Waste Management Dumpster Service Proposal 9-29-17 (6290 : Nicolet Square Dumpster Services*)

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.75	\$99.08	\$147.42	\$195.76
4 – YD Dumpster	\$68.22	\$133.37	\$198.53	\$263.69
6 – YD Dumpster	\$86.17	\$168.15	\$250.12	\$332.09
8 – YD Dumpster	\$103.61	\$202.40	\$301.19	\$399.99

YEAR 2019 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$43.51	\$84.36	\$125.19	\$166.04
4 – YD Dumpster	\$53.22	\$103.38	\$153.54	\$203.71
6 – YD Dumpster	\$63.63	\$123.11	\$182.60	\$242.08
8 – YD Dumpster	\$73.63	\$142.42	\$211.22	\$280.02

2019 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2019				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.75	\$99.08	\$147.42	\$195.76
4 – YD Dumpster	\$68.22	\$133.37	\$198.53	\$263.69
6 – YD Dumpster	\$86.17	\$168.15	\$250.12	\$332.09
8 – YD Dumpster	\$103.61	\$202.40	\$301.19	\$399.99

YEAR 2019				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$43.51	\$84.36	\$125.19	\$166.04
4 – YD Dumpster	\$53.22	\$103.38	\$153.54	\$203.71
6 – YD Dumpster	\$63.63	\$123.11	\$182.60	\$242.08
8 – YD Dumpster	\$73.63	\$142.42	\$211.22	\$280.02

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$53.28	\$104.03	\$154.79	\$205.55
4 – YD Dumpster	\$71.63	\$140.04	\$208.46	\$276.87
6 – YD Dumpster	\$90.48	\$176.55	\$262.63	\$348.70
8 – YD Dumpster	\$108.79	\$212.52	\$316.25	\$419.99

YEAR 2020 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$45.69	\$88.57	\$131.45	\$174.34
4 – YD Dumpster	\$55.89	\$108.55	\$161.22	\$213.90
6 – YD Dumpster	\$66.81	\$129.27	\$191.72	\$254.18
8 – YD Dumpster	\$77.31	\$149.54	\$221.78	\$294.03

2020 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$53.28	\$104.03	\$154.79	\$205.55
4 – YD Dumpster	\$71.63	\$140.04	\$208.46	\$276.87
6 – YD Dumpster	\$90.48	\$176.55	\$262.63	\$348.70
8 – YD Dumpster	\$108.79	\$212.52	\$316.25	\$419.99

YEAR 2020				
FUTURE DOWNTOWN DUMPSTER LOCATIONS				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$45.69	\$88.57	\$131.45	\$174.34
4 – YD Dumpster	\$55.89	\$108.55	\$161.22	\$213.90
6 – YD Dumpster	\$66.81	\$129.27	\$191.72	\$254.18
8 – YD Dumpster	\$77.31	\$149.54	\$221.78	\$294.03

**Pricing above includes all applicable fuel, environmental and RCR charges, but your invoice will have them broken out, but this will not change your monthly total as noted above.

** The disposal rates for the two (2) one (1) year options, shall increase each year on the anniversary of the date of this Agreement by the percentage change in the Water, Sewer, Trash Collection Consumer Price Index (WST CPI) 12-month rolling average, plus 4%.

Waste Management of Wisconsin

Name of Firm

1861 E Allouez Ave, Green Bay, WI 54311

Address of Firm

920-680-7101

Telephone Number

920-468-0321

Fax Number

spenovic@wm.com

Email Address

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

representative of: Waste Management of Wisconsin 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

9-25-17

Date

Scott Penovich

Print or Type Name of Bidder

Territory Manager

Title



References

1. Murphy Development
2067-69 Bridge Port Ct
De Pere, WI 54115
Contact: Keith Brown
Phone: (920) 337-6373
2. Riverside Shell
1010 S Broadway
De Pere, WI 54115
Contact: Chuck Panure
Phone: (920) 983-9786
3. Taco Bell
1010 S Broadway
De Pere, WI 54115
Contact: Greg Tonn
Phone: (920) 498-3164
4. De Pere Schools East HS
1700 Chicago St
De Pere, WI 54115
Contact: Pat Meyer
Phone: (920) 337-1020

Exhibit A

Indemnification

The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 9, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Approval of State Municipal Agreement (SMA) with Wisconsin Department of Transportation (WisDOT) for Ashland Avenue at Parkview Intersection.*

Attached is the State/Municipal Agreement (SMA) for the improvements to the Ashland Avenue and Parkview Road intersection. This intersection is being modified due to above average amount of right angle crashes over the last five plus year. The proposed improvement is to reconstruct the intersection to an offset "T" alignment and allow only right-in, right-out, and left in movements. The reconstruction and realignment of the intersection will improve safety and reduce right angle crashes. The proposed realignment is shown near the end of the attached SMA.

The Wisconsin Department of Transportation (WisDOT) has had several Public Information Meetings and met individually with property owners on the project. Based on the needs to improve safety, the attached layout is the general consensus as the preferred alternative.

The costs for the project and City allocation are provided in the attached SMA. There is a very limited expenditure of City funds. City funds on the project will only be required for City utility facilities such as manhole adjustments, installation of storm laterals, etc. A summary of the appendices with costs is as follows:

Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
Preliminary Engineering	\$75,900	\$75,900	\$0
Real Estate Acquisition	\$182,000	\$182,000	\$0
Construction	\$506,000	\$500,000	\$6,000
Total	\$763,900	\$757,900	\$6,000

Notes:

- (1) As part of the project, two street lights will be added to the project. The lights will be installed and maintained by Wisconsin Public Service (WPS). The estimated cost for the lights is \$6,000 in addition to the amount listed above.

Staff recommends the Board of Public Works approve this agreement and forward to the Council for approval.

ATTACHMENTS:

- 41901601_73 C DEPERE ASHLAND AVE PARKVIEW RD ORG DRAFT 08292017(PDF)



ORIGINAL
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT

Date: August 29, 2017

I.D.: 4190-16-01/73

Road Name: Ashland Ave. De Pere

Limits: Parkview Road Intersection

County: Brown

Roadway Length: 0.2 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The Ashland Ave and Parkview Rd intersection has experienced a number of right angle crashes over the past 5+ years. The intersection has been approved for Highway Safety Improvement Funding (HSIP) to improve the safety.

Proposed Improvement - Nature of work: Reconstruct the intersection to an offset T alignment and allow only right-in, right-out, and left-in movements. Parkview Rd connection to Ashland Ave will be realigned approximately 200' to the south. The reconstruction and realignment of the intersection will improve the safety and reduce right angle crashes.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Private storm sewer laterals and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 75,900	\$ 75,900	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 182,000	\$ 182,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	100%	\$ -	0%
Construction: Participating	\$ 500,000	\$ 500,000	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	0%
New Lighting (Parkview)	\$ -	\$ -	0%	\$ -	100%
Landscaping	\$ -	\$ -	100%	\$ -	0%
Non-Participating (See #10)	\$ 6,000	\$ -	0%	\$ 6,000	100%
Total Cost Distribution	\$ 763,900	\$ 757,900		\$ 6,000	

This request is subject to the terms and conditions that follow (pages [#3] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

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

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

Signed for and in behalf of the State (please sign in blue ink)

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

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. 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.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

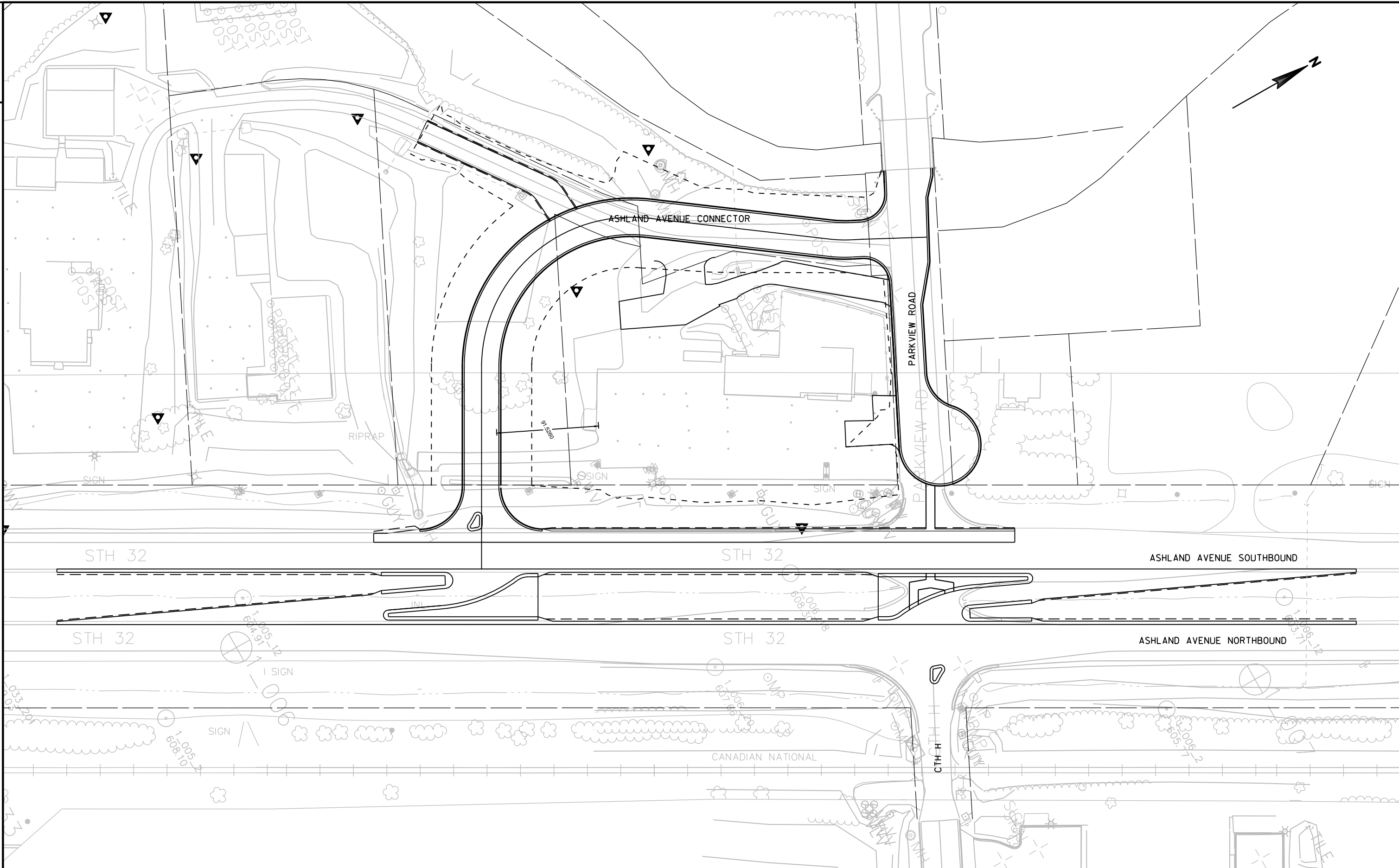
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside or under the traveled way along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structures, storm water quality devices, etc., either outside or under the traveled way), sidewalks, sidewalks on bridges, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Insert one of the following parking statements:
 1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.
 - (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (l) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. The city of De Pere has agreed, for the benefit of the subject project, to dedicate a portion of the parcel on the north side of Parkview Road along Ashwaubenon creek for the purpose of roadway right of way. See attached CSM and plat for location. The width of the dedicated area will be consistent with the adjacent parcel to the west and provide a right-of-way width of 35 feet from the centerline of Parkview Road. If the roadway is ever vacated, the dedicated area shall default back to the city at no cost to the city. There shall be no restrictions on this property that it must be for public use if vacation were ever to occur.

10. Basis for local participation:

- | | |
|--|----------------------------|
| (a) Lighting: | \$0 |
| a. Lights on Ashland for new slotted left turn lanes: | 100% WisDOT cost. |
| b. Lights on Parkview Rd (coordinate w/ WPS): | 100% municipal cost. |
| (b) Storm sewer laterals: | \$5,000 (PLACEHOLDER COST) |
| (c) Utility Adjustments (manhole, water valves if needed): | \$1,000 (PLACEHOLDER COST) |

[END]

2



Attachment: 41901601_73 C DEPERE ASHLAND AVE PARKVIEW RD ORG DRAFT 08292017 (6189 : Consider State Municipal Agreement (SMA)

PROJECT NO: 4190-16-01	HWY: PARKVIEW ROAD	COUNTY: BROWN	ALTERNATIVE 5 (REV PREFERRED ALT 6/21/2017)	SHEET	E
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AREA NEEDED FROM CITY OF DE PERE
CAN THIS AREA BE DEDICATED AS R/W?

TRANSPORTATION PROJECT PLAT NO: 4190-16-21-4.01

PART OF LOT 1, CERTIFIED SURVEY MAP (CSM) NUMBER (#) 7385; PART OF LOT 1, CSM #5955; PART OF LOT 1 CSM #7330; PART OF LOT "G", ASSESSOR'S SUBDIVISION OF 1925 OF LOT 98 ASSESSOR'S SUBDIVISION OF NICOLET (NOW WEST DE PERE); PART OF LOT "J", ASSESSOR'S SUBDIVISION OF 1925 OF LOT 99 ASSESSOR'S SUBDIVISION OF NICOLET (NOW WEST DE PERE); PART OF LOTS 3 & 4 OF FRANKS SUBDIVISION OF PRIVATE CLAIM 26 WEST; ALL WITHIN PRIVATE CLAIM 26, WEST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.
RELOCATION ORDER S.T.H. 32 BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3), 84.09, AND 84.30 WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

CONVENTIONAL ABBREVIATIONS AND SYMBOLS

ACCESS POINT	AP	SECTION CORNER	SC
ACCESS RIGHTS	AR	MATERIAL (AS NOTED)	M
ACRES	AC	SET R/W MONUMENT W/CAP	W/CAP
CHORD BEARING	CH BNG	(1-1/4" OUTSIDE DIA. X 24")	
CHORD DISTANCE	CH DIS	IRON PIPE 1.13 LBS./FT.	
DEED	(D)	FOUND TYPE 2 MON.	
DOCUMENT	DOC	FOUND 3/4" REBAR	
EAST BOUND	EB	SET P.K. NAIL	
GAS VALVE	GV	PROPOSED R/W	PRWOOD
INLET	IL	PRWOOD	
LENGTH OF CURVE	L	PROPOSED OR NEW R/W LINE	
MANHOLE	MH	PROPOSED EASEMENT LINE	
MONUMENT	MON	PARCEL NUMBER	
NORTH BOUND	NB	UTILITY NUMBER	
PACE	PC	SIGN NUMBER	
PERMANENT	PERM	PROPERTY LINE	
PERMANENT LIMITED EASEMENT	PLE	LOT, TIE AND OTHER MINOR	
PRIVATE DRIVEWAY	PD	DASHED LINES	
PROPERTY LINE	PL	ACCESS RESTRICTED	
RADIUS	R	(By Previous Project)	
REFERENCE LINE	RL	ACCESS RESTRICTED	
REMAINING	REM	(By Acquisition)	
RIGHT OF WAY	R/W	NO ACCESS	
SECTION	SEC	(By Statutory Authority)	
SECTION LINE	SL	LIMITED EASEMENT	
FOUND IRON PIPE	FIP	(Temporary)	
STATION	STA	LIMITED EASEMENT	
TEMPORARY LIMITED EASEMENT	TLE		
TIE POINT	TP		
VOLUME	VOL		
ADJOINING LANDS			
WITH SAME OWNER			
PARALLEL TO LINE			
BUILDING TO BE RAZED			
FEE ACQUISITION			
BEGIN POINT			
END POINT			

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD	OH
TRANSMISSION LINES	TL
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SS
STORM SEWER	SS
NON-COMPENSABLE	
POWER POLE	
TELEPHONE POLE	
TELEPHONE PEDESTAL	
ELECTRIC TOWER	

RESERVE FOR CLAUSES AND NOTE INFORMATION

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS AND ARE REFERENCED TO THE US PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

RIGHT OF WAY MONUMENTS ARE TYPE 2 AND WILL BE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

AREAS SHOWN IN THE TOTAL ACRES COLUMN OF THE SCHEDULE OF LANDS & INTEREST TABLE MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

COORDINATES AS SHOWN ARE NOT INTENDED TO BE USED FOR RETRACEMENT PURPOSES AND MUST BE VERIFIED WITH THE COUNTY SURVEY DEPARTMENT.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE SYSTEM COORDINATES, BROWN COUNTY, NAD 83 (1993) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

EXISTING RIGHT OF WAY WAS ACQUIRED FROM PROJECT(S): F060-121

EXISTING ACCESS CONTROL WAS ACQUIRED UNDER PROJECT(S)/DOC#:

RIGHT OF WAY REFERENCE LINE MAY NOT BE THE SAME AS THE CONSTRUCTION REFERENCE LINE.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO DEPARTMENT OF TRANSPORTATION.

FEE SIMPLE TO ALL THOSE EXISTING LANDS OF THE GRANTOR CURRENTLY USED FOR HIGHWAY PURPOSES, DESIGNATED AS EXISTING RIGHT OF WAY, WHETHER ACQUIRED BY SEPARATE CONVEYANCE OR OTHERWISE, BOUND BY THE TRAVERSE OF THE COURSE TABLE OF NEW RIGHT OF WAY AS SHOWN ON THE SAID TRANSPORTATION PROJECT PLAT.

WISCONSIN DEPARTMENT OF TRANSPORTATION

I, GREGORY T. BELANGER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095, OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: Gregory T. Belanger DATE: 5/16/2017

PRINT NAME: GREGORY T. BELANGER
REGISTRATION NUMBER: S-3055

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION

SIGNATURE: Curt Van Erem DATE: 5/16/2017

PRINT NAME: CURT VAN EREM



SCHEDULE OF UTILITIES & INTERESTS REQUIRED

UTILITY NUMBER	OWNER	INTEREST REQUIRED
100	ATC MANAGEMENT, INC.	RELEASE OF RIGHTS
101	AT & T WISCONSIN	RELEASE OF RIGHTS
102	CITY OF DE PERE	RELEASE OF RIGHTS
103	WISCONSIN PUBLIC SERVICE CORPORATION	RELEASE OF RIGHTS
104	GREEN BAY METROPOLITAN SEWAGE DISTRICT	RELEASE OF RIGHTS
105	VILLAGE OF ASHWAUBENON	RELEASE OF RIGHTS

SCHEDULE OF LANDS & INTERESTS REQUIRED

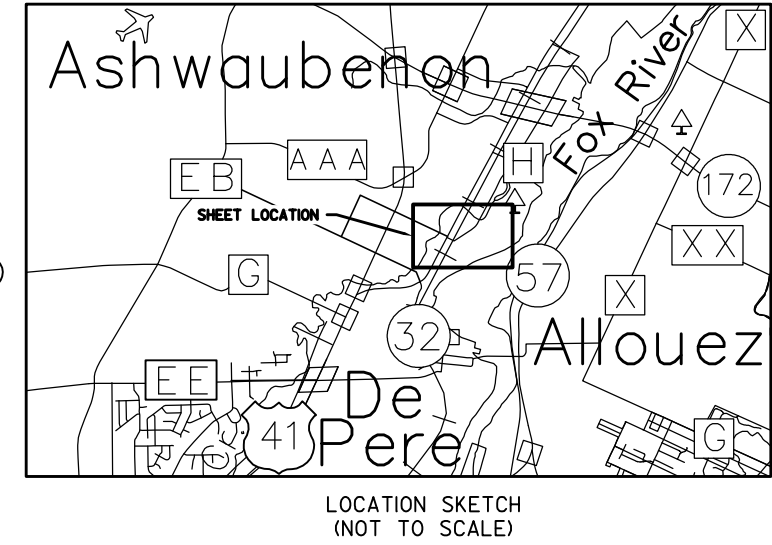
PARCEL NUMBER	OWNER	INTEREST REQUIRED
1	MARY PAT ASCHENBRENNER	FEE & TLE
2	ASHLAND PROPERTIES, LLC.	TLE
3	CITY OF DE PERE	FEE & TLE
4	PD REAL ESTATE HOLDINGS, LLC	FEE & TLE
5	JACHNA, LLC.	FEE & TLE

POINT-POINT	BEARING	DISTANCE
101 - 501	N 63°50'30" W	1205.98'
501 - 502	N 29°35'05" E	265.99'
502 - 71	N 60°24'55" W	100.00'
71 - 72	N 61°54'26" W	61.09'
72 - 73	N 55°26'11" W	64.24'
73 - 74	N 44°41'53" W	44.17'
74 - 75	N 36°38'49" W	44.87'
75 - 76	N 63°53'27" W	34.00'
76 - 77	N 00°02'24" W	133.71'
77 - 78	N 57°20'06" E	77.08'
78 - 79	N 25°39'16" E	94.56'
79 - 111	N 01°50'49" E	68.18'
111 - 60	N 34°54'43" E	10.50'
60 - 114	S 63°45'18" E	82.17'
114 - 115	S 27°14'05" W	8.30'
115 - 62	S 63°49'56" E	127.37'
62 - 63	N 81°45'06" E	67.07'
63 - 64	S 60°25'21" E	48.13'
64 - 112	S 29°35'05" W	84.59'
112 - 113	N 63°49'55" W	188.75'
113 - 65	S 58°29'25" W	17.30'
65 - 66	S 25°32'22" W	196.48'
66 - 67	S 13°11'58" E	30.52'
67 - 68	S 44°45'53" E	71.42'
68 - 69	S 56°27'36" E	42.74'
69 - 70	N 61°54'26" E	62.92'
70 - 110	S 60°24'55" W	100.00'
110 - 502	S 29°35'05" W	70.02'

POINT	STATION	OFFSET	COORDINATES
500	100+00.00	0.00'	Y=546639.782 X=83980.574
501	110+29.95	0.00'	Y=547535.459 X=84489.071
72	112+94.45	-161.07'	Y=547844.999 X=84479.582
71	112+96.05	-100.00'	Y=547816.229 X=84533.480
502	112+96.05	0.00'	Y=547766.858 X=84620.442
73	113+00.03	-225.07'	Y=547881.442 X=84426.683
74	113+12.16	-268.17'	Y=547913.266 X=84395.193
76	113+28.18	-343.16'	Y=547964.225 X=84337.885
75	113+30.24	-309.23'	Y=547949.263 X=84368.413
69	113+64.43	-162.90'	Y=547906.752 X=84512.545
70	113+66.07	-100.00'	Y=547877.123 X=84568.051
110	113+66.07	0.00'	Y=547827.753 X=84655.014
68	113+67.38	-205.54'	Y=547930.367 X=84476.921
67	113+86.65	-274.30'	Y=547981.073 X=84426.630
77	114+15.92	-282.91'	Y=548010.782 X=84433.598
77	114+44.41	-409.26'	Y=548097.936 X=84337.791
66	115+12.63	-373.37'	Y=548139.541 X=84402.684
79	116+06.97	-379.85'	Y=548224.779 X=84443.623
65	116+11.92	-296.77'	Y=548188.067 X=84518.308
113	116+21.06	-288.41'	Y=548197.110 X=84533.058
112	116+38.31	-100.00'	Y=548113.872 X=84702.458
111	116+67.32	-411.58'	Y=548292.926 X=84445.820
115	116+74.27	-328.24'	Y=548257.824 X=84521.730
61	116+77.77	-410.61'	Y=548301.538 X=84451.631
61	116+80.17	-369.59'	Y=548293.371 X=84488.679
62	116+81.86	-201.10'	Y=548201.655 X=84636.042
114	116+82.56	-328.58'	Y=548265.203 X=84525.528
63	117+22.99	-148.13'	Y=548211.276 X=84702.414
64	117+23.00	-100.00'	Y=548187.520 X=84744.270
503	125+00.00	0.00'	Y=548813.851 X=85214.845

POINT	STATION	OFFSET	COORDINATES
77	115+81.33	-100.00'	Y=548064.324 X=84674.329
87	116+86.57	-198.65'	Y=548204.541 X=84640.499
85	116+84.30	-257.78'	Y=548231.762 X=84587.955
81	116+80.17	-369.59'	Y=548283.371 X=84488.679
80	116+83.99	-369.59'	Y=548286.793 X=84490.356
61	116+99.33	-192.63'	Y=548212.672 X=84652.031
84	116+87.79	-328.79'	Y=548269.858 X=84527.924
64	117+23.00	-100.00'	Y=548187.520 X=84744.270
83	117+27.65	-131.61'	Y=548236.823 X=84666.845
83	117+29.66	-100.00'	Y=548193.308 X=84747.556
TLE "A"			
70	113+66.07	-100.00'	Y=547877.123 X=84568.051
97	113+77.31	-204.16'	Y=547938.324 X=84483.023
98	113+80.83	-100.00'	Y=547889.963 X=84575.340
95	113+88.59	-234.53'	Y=547963.124 X=84462.183
96	113+90.67	-203.73'	Y=547949.727 X=84489.994
94	114+41.72	-237.79'	Y=548010.935 X=84485.575
91	115+20.18	-80.00'	Y=548087.513 X=84509.613
87	115+81.33	-100.00'	Y=548064.324 X=84674.329
88	115+83.35	-153.60'	Y=548092.542 X=84628.709
89	116+03.16	-153.02'	Y=548109.482 X=84638.995
90	116+04.65	-180.66'	Y=548124.424 X=84615.698
91	116+28.17	-179.93'	Y=548144.513 X=84627.942
92	116+24.13	-249.45'	Y=548175.320 X=84565.492
112	116+38.31	-100.00'	Y=548113.872 X=84702.458
TLE "B"			
102	111+92.31	-389.18'	Y=547868.786 X=84230.784
103	112+21.09	-453.78'	Y=547925.710 X=84188.823
104	112+51.02	-431.17'	Y=547940.580 X=84223.255
100	112+63.65	-181.31'	Y=547828.200 X=84446.772
99	112+61.67	-100.00'	Y=547791.554 X=84519.471
101	113+04.80	-329.02'	Y=547936.916 X=84338.641
105	113+44.72	-390.22'	Y=548001.844 X=84305.123
106	113+86.86	-410.61'	Y=548048.552 X=84308.199
77	114+44.41	-409.26'	Y=548097.936 X=84337.791

PRIVATE CLAIM 26, WEST SIDE OF FOX RIVER
CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



1463155

5017

CERTIFIED SURVEY MAP

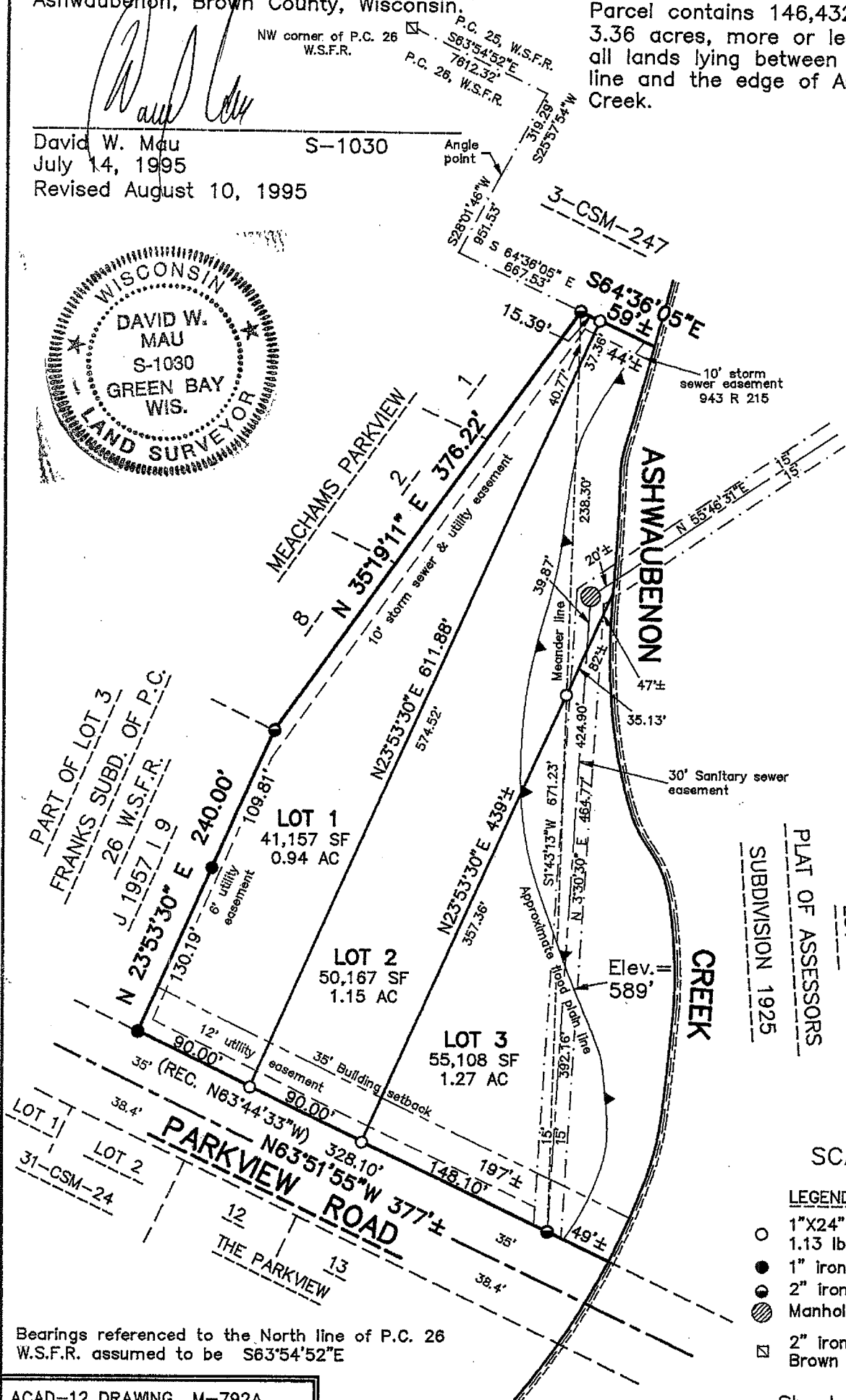
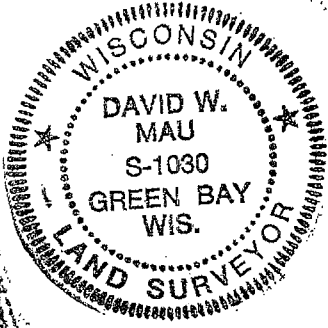
SURVEYOR'S CERTIFICATE

I, David W. May, Registered Land surveyor do hereby certify that I have surveyed, divided and mapped all of Lot 9, recorded plat of Meacham's Parkview, Village of Ashwaubenon, Brown County, Wisconsin. Parcel contains 146,432 square feet/ 3.36 acres, more or less. Including all lands lying between the meander line and the edge of Ashwaubenon Creek.

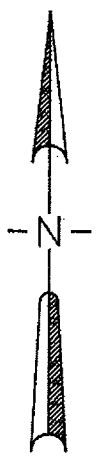
David W. May
July 14, 1995
Revised August 10, 1995

S-1030

Angle point



PLAT OF ASSESSORS
SUBDIVISION 1925



SCALE: 1"=100'

LEGEND

- 1"X24" iron pipe weighing 1.13 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- Manhole found
- 2" iron pipe found Brown County Monument

Bearings referenced to the North line of P.C. 26 W.S.F.R. assumed to be S63°54'52"E

ACAD-12 DRAWING M-792A

Sheet One of Three

Project No. M-792
Drawing No. L-3668A

VOL 32 PAGE 260

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Ashwaubenon and the Brown County Planning Commission in surveying, dividing and mapping the same.

David W. Mau S-1030

CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this 21st day of August, 1995.

Michael Parmentier

Chuck Lamine
Senior Planner

CERTIFICATE OF THE VILLAGE OF ASHWAUBENON

Approved for the Village of Ashwaubenon this 1st day of August, 1995.

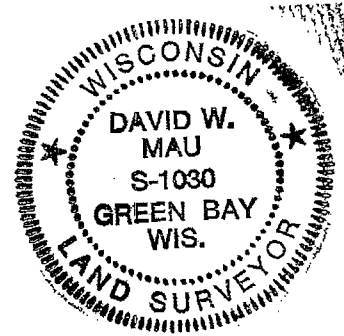
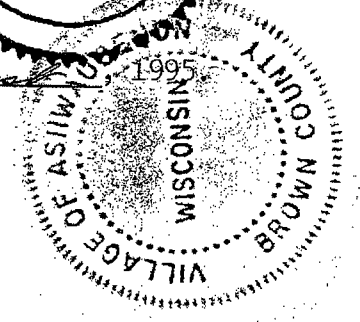
Charlotte E. Nelson

Charlotte Nelson
Ashwaubenon Village Clerk

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the subdivider and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.



Sheet Two of Three
Project No.: M-792
Drawing No.: L-3868B

1463155

OWNER'S CERTIFICATE

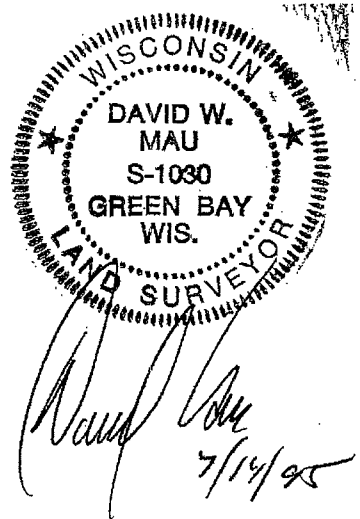
As Owner, I hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this Certified Survey Map is required to be presented to the Village of Ashwaubenon and the Brown County Planning Commission for approval or objection in accordance with current Land Subdivision Ordinances.

Patrick Meacham
Patrick Meacham

Personally came before me this 7 day of Aug, 1995, the above named Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

J M Hanigan
Notary Public
Brown County, Wisconsin

My Commission Expires Aug 23, 1998



REGISTER'S OFFICE
Brown Co. Wis.
Received for record the 23rd
day of August A.D. 19 95
at 10:24 o'clock A M.
and recorded in Vol. 32 of
Certified Survey Maps on Page 260

Cathy Wellington
Register of Deeds

1400

Sheet Three of Three
Project No.: M-792
Drawing No.: L-3868C

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: October 9, 2017
DEPARTMENT: Public Works
FROM: Scott Thoresen
SUBJECT: Consider 2017-2018 Snow & Ice Removal Rates

ATTACHMENTS:

- 2017-2018 snow & ice removal rates 10-4-17 (DOC)
- 2017-2018 Snow & Ice Removal Rates(PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: October 4, 2017
Subject: Consider 2017-2018 Snow & Ice Removal Rates

The City's Snow Removal Ordinance Sec. 22-18 (f), regulating snow removal from sidewalks, requires the Director of Public Works to report the cost for the removal of snow and compacted snow and ice to the Board of Public Works. (See attached ordinance) The Board is then required to establish snow and ice removal rates that will be in effect for the year 2017-2018 snow season. These rates are charged to property owners who fail to remove snow and ice from the sidewalk resulting in the City performing the work.

After review of the labor and equipment utilized for sidewalk snow removal during last year's storms, I have computed (see attached spreadsheet) the following unit costs for inspection, billing and removal utilizing a projected 2.25% increase in 2017 labor rates in addition to updating the equipment rates. It takes on an average approximately one hour to perform the inspections, removal of snow and ice, and billing for each lot.

Item	2017 Unit Cost	2018 Unit Cost	2017 Cost Per 90 Ft Lot	2018 Cost Per 90 Ft Lot
Snow Removal	\$1.01	\$1.02	\$90.90	\$91.80
Compacted Snow/Ice Removal	\$1.61	\$1.62	\$144.90	\$145.80

- Recommended minimum charge of \$75.00 per lot. 2017 minimum charge was \$75 per lot. The minimum charge has been \$75.00 per lot since 2016.

Staff recommends the above-mentioned 2017-2018 rates be approved.

Attachment: 2017-2018 snow & ice removal rates 10-4-17 (6282 : 2017-2018 Snow & Ice Removal Rates)

2017-2018 Snow Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	0.5	0.25	0.5	
**Rate (hourly wage & benefits)	\$37.53	\$31.28	\$49.81	
Labor Cost	\$18.77	\$7.82	\$24.91	\$51.49

Equipment	Trackless		Pickup Truck	Total
Hours	0.5		0.5	
Rate	\$67.24		\$13.68	
Equipment Cost	\$33.62		\$6.84	\$40.46

Total Cost				\$91.95
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Compute Unit Cost Per 90 Foot Lot for Snow Removal

Unit Cost = Total Cost / 90

\$1.02

2017-2018 Ice Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	1	0.25	0.5	
**Rate (hourly wage & benefits)	\$37.53	\$31.28	\$49.81	
Labor Cost	\$37.53	\$7.82	\$24.91	\$70.26

Equipment	Trackless		Pickup Truck	Total
Hours	1		0.5	
Rate	\$67.24		\$14.22	
Equipment Cost	\$67.24		\$7.11	\$74.35

Salt				Total
Quantity	50 pounds			
Cost per Ton	\$57.66			\$1.44
Salt Cost				\$1.44

Total Cost				\$146.05
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Compute Unit Cost Per 90 Foot Lot for Ice Removal

Unit Cost = Total Cost / 90

\$1.62

**Note: Rate = 1.4(for benefits) * hourly rate

Equipment Operator hourly rate =		\$26.81
Office Assistant hourly rate =		\$22.34
City Forester hourly rate =		\$35.58

Attachment: 2017-2018 Snow & Ice Removal Rates (6282 : 2017-2018 Snow & Ice Removal Rates)