

## **BOARD OF PUBLIC WORKS MEETING NOTICE**

Pursuant to Section 19.84, Wisconsin Statutes, 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 Monday, February 11, 2013, 7:30 p.m in the Council Chambers of the City Hall, 335 S. Broadway, WI 54115.

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.

**\* Items marked are to be forwarded to City Council for approval.**

### **AGENDA FOR SAID MEETING:**

1. Roll Call
2. Approve minutes of the regular meeting held on January 7, 2013, and the special meeting held on January 15, 2013 which were previously forwarded to Board Members.
3. Public Comment.
4. Consider Approval of Revocable Occupancy Permit – Brick Mailbox/Planter – 702 Trempeleau Street.\*
5. Consider New Sidewalk Installations for 2013.\*
6. Consider Extension of Deferred Assessment – WD-D0104 and WD-L496.\*
7. Consider Approval of Minutes of Parking and Traffic Team, January 15, 2013.
8. Consider Recommendation from Historic Preservation Commission to Install a Preserve America Signage.\*
9. Consider Gravel Driveway Ordinance Modification\*.
10. Consider Quote for 2013 Materials Testing and Soil Borings – Midwest Engineering Services\*.
11. Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Matthew Drive Water Tower.\*
12. Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Merrill Street Water Tower.\*
13. Consider Advanced Metering Infrastructure System Project with HD Supply Waterworks.\*
14. Consider Engineering Technical Services Regarding AMI Antenna Review at the Merrill Street Water Tower by Dixon Engineering.\*

15. Discuss the WisDOT STH 32 Study for Main Avenue and Reid Street from 8<sup>th</sup> Street to 3<sup>rd</sup> Street.
16. Future Agenda Items
17. Adjournment

Scott J. Thoresen, P.E.  
Public Works Director

**Agenda Sent to:**

Alderspersons  
Mayor Michael J. Walsh  
Larry Delo, City Administrator  
Judy Schmidt-Lehman, City Attorney  
Shana Defnet, Clerk-Treasurer  
City Hall 1<sup>st</sup> & 2<sup>nd</sup> Floor  
Eric P. Rakers, City Engineer  
Karen M. Heyrman, Assistant City Engineer  
Eric & Michelle Nelson  
Hillcrest Lumber  
Gloria West  
Craig Kassner, Best Built  
Chris Kriner, Dixon Engineering  
Brian Netzel, Preserve America Signage

De Pere Journal  
Green Bay Press Gazette  
TV and Radio Stations  
De Pere Area Chamber of Commerce  
De Pere Area Business Alliance  
North American Communications  
WI Public Service Corporation  
Brown County Library, De Pere  
Jill M Jacques  
Kevin C Huehn  
Ryan J. Hopf  
Sharon Zupke  
G. Mike Greil, Midwest Engineering

Any person wishing to attend whom, because of disability, requires special accommodations should contact the Office of the Clerk-Treasurer at 339-4050 by noon on the day of the meeting so that arrangements can be made.

## BOARD OF PUBLIC WORKS

CITY OF DE PERE, WISCONSIN – JANUARY 7, 2013

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session in the Council Chambers in City Hall, on Monday, January 7, 2013.

1. Roll Call. Mayor Walsh called the meeting to order at 6:00 p.m. Roll call was taken and the following members were present: Alderpersons Bauer, Boyd, and Kneiszel. Alderman Crevier was excused. Others present were: Eric Rakers, City Engineer; John Barnes from St. Norbert College, and Pam Denis, recording secretary.
2. Approve Minutes. Alderperson Bauer made a motion, seconded by Mayor Walsh to approve the minutes of the December 10, 2012 Board of Public Works regular meeting. Upon vote, motion carried unanimously.
3. Public Comment. None.
4. Consider A Shared Sanitary Lateral to 311 Grant Street and 306 Third Street. City Engineer Rakers explained the purpose for this item was to discuss the continued shared use of a sanitary lateral by St. Norbert College (SNC). During rehabilitation of a building at 311 Grant Street, the contractor for SNC determined that the sanitary lateral for 311 Grant Street exited out of the south and flowed to and through 306 Third Street. The contractor repaired the lateral to flow around 306 Third Street; however, both buildings are connected to one lateral west of 306 Third Street. John Barnes, from SNC, was present to share St. Norbert College's request for continued use of one sanitary lateral for both properties. Both properties are owned by SNC. Eric Rakers shared that staff was recommending granting the shared use of the lateral for the two separate parcels contingent on a document being prepared by the owner, approved by the City Attorney, and recorded with Brown County for both parcels such that if either property is sold to a different owner, separate sanitary laterals are provided to each parcel. Staff recommended this approach for this situation due to it being an existing condition and both properties being owned by the same entity. Alderperson Kneiszel moved to approve the shared laterals for 311 Grant Street and 306 Third Street contingent upon the legal documentation that if either property is sold to a different owner, separate sanitary laterals would be provided to each parcel. Alderperson Bauer seconded the motion. Upon vote the motion carried unanimously.
5. Consider Design Services for Preserve Trail – Hemlock Creek Pedestrian Crossing\*. Eric Rakers, City Engineer presented four proposals the City received to design a structure for the Hemlock Creek Crossing and to update the flood study to include the proposed structure. An overview of the four proposal fees was provided. City Engineer Rakers shared the staff recommendation that the City proceed with using Robert E. Lee to complete the design services for the project. He also shared that the funds for this design were included in the TID#8 Capital Projects Fund. The overall estimated project cost for design and construction

is \$215,000. Additionally, the consultant will provide permitting, construction plans, and technical specifications for construction in 2013. The City will be responsible for permit fees to Wisconsin Department of Transportation and/or Army Corps of Engineers. Alderperson Bauer moved to approve the recommendation that the City proceed with using Robert E. Lee to complete the design services for the project, Alderperson Boyd seconded the motion. Upon vote the motion carried unanimously.

6. Consider Award for Project 12-15A Sewer Cleaning and Televising\*. City Engineer Rakers shared the bids that were received for Project 12-15A Sewer Cleaning and Televising on January 3, 2013. The cleaning and televising on this project is for three areas (two sanitary and one storm) that are located in easements or park. The sanitary sewer segment is located along the west side of the Fox River. The second sanitary sewer is located under a business on the east side of De Pere. City staff has been unable to televise this sewer due to a protruding tap and mineral deposit. The storm sewer segment is located under Patriot Park and in an easement between Patriot Way and Bunker Hill. City Engineer Rakers presented the three bids that were received from the following companies: Great Lakes T.V. Seal, Inc, Green Bay Pipe & T.V., LLC and National Power Rodding Corporation. Staff recommendation was to award to Great Lakes T.V. Seal, Inc. in the amount of \$22,858.00. Eric Rakers shared that the funding for this project is \$30,000 from the 2012 budget from the sewage revenue fund under the Sewer Repair and Televising Worksheet. Mayor Walsh moved to award to Great Lakes T.V. Seal, Inc. in the amount of \$22,858.00, Alderperson Kneissel seconded the motion. Upon vote, the motion carried unanimously.
7. Consider Updates to 2013 General Conditions and Standard Specifications. City Engineer Rakers reviewed for approval the City of De Pere's proposed 2013 General Conditions and Standard Specifications. He shared that the specifications need to be updated on a regular basis to accommodate changes in the industry, as well as improving the clarity of the documents. The last update was completed in 2012. After the review, Mayor Walsh moved to approve the City of De Pere's proposed 2013 General Conditions and Standard Specifications, Alderperson Boyd seconded the motion. Upon vote, the motion carried unanimously.
8. Discuss Monthly Water/Wastewater Billing. City Engineer Rakers shared a memo prepared by staff to identify the cost impacts and future opportunities for monthly billing of water/wastewater charges. Two separate impacts for monthly billing include the meter reading process and the actual billing. The memo showed that to go to monthly billing now there would be additional costs. The City currently bills on a quarterly basis. In the last quarter of 2012 the City generated approximately 8,875 water bills. The current cost for labor and equipment (truck) to read meters is \$4,240 each quarter, which equates to approximately \$16,960 per year. By switching to monthly billing, city staff will need to read meters every month, or twelve times versus the current four times a year. This would incur an additional \$33,920 more than the current quarterly billing. Also under our current system, there would be an additional labor cost to bill monthly, mainly for the mailing of bills. The City currently pays approximately \$9,400 per year for bill mailing. The mailing cost is anticipated to increase to \$28,200 per year for monthly bills or an additional \$18,800 more

than the current quarterly billing. Eric Rakers shared the City staff has been working with other member communities of the Central Brown County Water Authority to purchase advanced metering infrastructure (AMI). Once the AMI system is in service, the data currently collected manually will be transmitted electronically into the billing software. There would be no additional cost for meter reading once this system is implemented. Discussion was to delay monthly billing until the AMI system was in place.

9. Discuss Water Tower Rehabilitation. City Engineer Rakers shared that the Ninth Street water tower is scheduled to have rehabilitation work completed in 2013. This will include painting, addition of a mixer, and other rehabilitation work. This type of work is completed by contractors who specialize in this type of work. Several other communities in the area are also completing water tower rehabilitation work, including the village of Ashwaubenon, and the city of Manitowoc. Eric Rakers shared that there are opportunities for the communities to work together to save money on the design and rehabilitation of the towers. De Pere, Ashwaubenon, and Manitowoc have submitted a request for proposals from engineering firms to provide design and inspection services for the three towers as well as a recommendation on the pros and cons to bidding the three towers as one project. The proposals were sent to consultants on December 12<sup>th</sup>, 2012 with responses due by January 8, 2013. City Engineer Rakers shared that staff from each of the three communities will review and prepare a summary of the engineering proposals. Barring any significant cost variances, the recommendation will likely be based on the lowest overall price. Eric Rakers shared that construction is anticipated to occur from late June through early September, due to the optimal time to complete tower painting due to lower humidity and higher temperature. The project will need to be advertised for construction in April and bids opened in May. A special Board of Public Works meeting will likely be required prior to the Council meeting on January 15, 2012 to review the engineering proposals to meet this time frame.

10. Future Agenda Items. None

12. Adjournment. Mayor Walsh moved to adjourn the meeting, seconded by Alderperson Bauer. Upon unanimous vote, the meeting was adjourned at 6:40pm.

Respectfully submitted,

Pam Denis

Recording Secretary

**BOARD OF PUBLIC WORKS  
SPECIAL MEETING  
CITY OF DE PERE, WISCONSIN – January 15, 2013**

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, January 15, 2013.

1. Roll Call: Mayor Walsh called the meeting to order at 6:30 p.m. Roll call was taken and the following members were present: Alderpersons Boyd, Kneiszel and Crevier. Alderperson Bauer was excused. Others present were: Eric Rakers, City Engineer, Pam Denis, Recording Secretary.
2. Consider Engineering Services Proposal for Ninth Street Water Tower Rehabilitation. Eric Rakers, City Engineer, presented this item to the Board. Eric Rakers shared that the Ninth Street Water Tower is scheduled to have rehabilitation work completed in 2013. This work includes painting, an addition of a mixer, and other rehabilitation work. Several other communities in the area are completing water tower rehabilitation work, including the village of Ashwaubenon and the city of Manitowoc. De Pere, Ashwaubenon, and Manitowoc are reviewing the alternative to rehabilitate the tower as one contract, or bid very close together to get better bids. The first step is to hire an engineer to design the tower rehabilitation. The communities obtained quotes for engineering services to design all three towers. The four proposals received for design and inspection services for water tower reconditioning plans show both a joint bid, based on doing design and rehabilitation work for Manitowoc Public Utilities, the Village of Ashwaubenon and the City of De Pere, as well as separate bids for each of those communities. Eric Rakers shared that staff from all three communities are recommending that the design and inspection services be awarded to Robert E. Lee & Associates based on the cost, services provided, and past experience. Discussion followed, which included positive comments for the joint proposal effort among other communities to be able to minimize cost. It was expressed that more collaborative efforts would hopefully be done in the future. The Mayor moved to approve the recommendation for Robert E. Lee & Associates to do the design and inspection services for the Ninth Street Water Tower, in the amount of \$52,800.00 as a joint bid, or \$59,900.00 as a separate bid, Alderperson Kneiszel seconded the motion. Upon vote, the motion carried unanimously.
3. Public Comment: None
4. Future Agenda Items: None
5. Adjournment: Upon motion by Mayor Walsh, seconded by Alderperson Kneiszel, the Board of Public Works unanimously voted to adjourn at 6:45 pm.

Respectfully submitted,  
Pam Denis,  
Recording Secretary

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Eric Rakers, P.E., City Engineer  
**Date:** February 5, 2013  
**Subject:** Consider Approval of Revocable Occupancy Permit – Brick Mailbox/Planter – 702 Trempeleau Street

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The property owners, Eric and Michelle Nelson, at 702 Trempeleau Street have requested approval for a revocable occupancy permit for an existing brick mailbox/planter in City right-of-way. This structure was identified by City staff during this past summer when Trempeleau Street was being resurfaced. This structure does not conform to the City Code for mailboxes which states the following in Section 22-20:

- (a) All mailboxes required to be located adjacent to the curblines of city streets shall be constructed as follows:
1. Mailbox posts shall be equivalent in strength to a 1 ½-inch steel pipe or three-inch by three-inch wood or a three-inch round post.
  2. Mailbox posts shall be set back two feet from the face of the curb.
  3. The shelf of the mailbox shall be 38 inches to 42 inches in total height from the curb level.
  4. The fronts of the mailbox receptacle shall be set back eight inches to 12 inches from the face of the curb.

Staff sent a letter to the Nelsons on January 29<sup>th</sup> providing the options for removing the structure or requesting a revocable occupancy permit. The Nelsons have requested the revocable occupancy permit in the attached letter.

Staff recommends granting the revocable occupancy permit.



# Memorandum

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To: Board of Public Works

From: Eric Rakers

Re: Consider Approval of Revocable Occupancy Permit – Brick Mailbox/Planter – 702 Trempeleau Street

Date: February 5, 2013





City of De Pere

C.O. Eric P. Rakers

Dept of Public Works

825 S 6<sup>th</sup> St

De Pere, WI 54115-8304

Dear Mr. Rakers,

We received your letter informing us that our mailbox/planter does not conform to City Code. As such, we respectfully ask for a Revocable Occupancy Permit.

We acknowledge that while ignorance of the law is not an excuse, we hope that this situation can be balanced with a bit of a "reasonable person" standard. It would be fair to say that the average citizen does not possess detailed knowledge of City Code. Furthermore, we are now the third owners of this property, which was built in 1990 and purchased by us in 2009. There was a home inspection involved in the real estate transaction, as is routine, and the home inspection made no mention of a Code issue involving the mailbox/planter.

The mailbox/planter is a rather large brick structure. Its demolition and replacement would involve a significant labor and expense hardship. Additionally, the environmental impact involved with disposal of the rubble should be taken into consideration.

Finally, the structure is not without aesthetic merit. It is a brick structure that complements the architecture of the house. While not to be dismissive of the Code violation, it should be acknowledged that the mailbox/planter is certainly not an eyesore, and as such it does contribute something positive to the community.

We understand how future work on the sewer inlet could compel removal of the mailbox/planter.

Thank you for your consideration.

Sincerely,



*Michelle Nelson*

Eric and Michelle Nelson

702 Trempealeau Street



# City of De Pere

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925 South Sixth Street  
DePere, WI 54115-1199  
Phone: 920-339-8304  
Fax: 920-339-4071

Eric P. Rakers  
City Engineer  
erakers@mail.de-pere.org  
www.de-pere.org

January 29, 2013

Mr. and Mrs. Eric and Michelle Nelson  
702 Trempeleau Street  
De Pere, Wisconsin 54115

Re: Mailbox in Right-of-Way  
702 Trempeleau Street

Dear Mr. and Mrs. Eric and Michelle Nelson:

During this past construction season, work was being completed on Trempeleau Street in front of your property. Staff observed the large brick mailbox and planter directly behind the curb for your property. This structure does not conform to the City Code for mailboxes which states the following in Section 22-20.

- (a) All mailboxes required to be located adjacent to the curblines of city streets shall be constructed as follows:
1. Mailbox posts shall be equivalent in strength to a 1 ½-inch steel pipe or three-inch by three-inch wood or a three-inch round post.
  2. Mailbox posts shall be set back two feet from the face of the curb.
  3. The shelf of the mailbox shall be 38 inches to 42 inches in total height from the curb level.
  4. The fronts of the mailbox receptacle shall be set back eight inches to 12 inches from the face of the curb.

The mailbox at your property does not conform to the City Code.

Based on City policy, you have the option to keep the mailbox/planter by applying for and receiving approval for a Revocable Occupancy Permit (ROP) from the Board of Public Works and Council or replacing with a mailbox conforming to the City Code. To apply for an ROP, please send a letter to me making a request. The request will be placed on the Board of Public Works agenda. You will receive notification of the meeting.

Please note that the mailbox/planter is located immediately adjacent to an inlet. Future work on the inlet may require removal of this. The City will not be responsible to future impacts to the mailbox/planter.

If you have any questions, please contact me (920) 339-8304.

Sincerely,

A handwritten signature in black ink, appearing to read "E. P. Rakers". The signature is written in a cursive style with a large initial "E".

Eric P. Rakers, P.E.  
City Engineer

EPR/pjd

cc: Scott Thoresen, Director of Public Works

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Eric P. Rakers, City Engineer  
**Date:** February 4, 2013  
**Subject:** Consider New Sidewalk Installations for 2013

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The City has developed a policy of installing sidewalks throughout the majority of the City. Attached is the map showing areas designated by the City for sidewalk installation. City Ordinance Section 22.5 (d) states the following;

*“Sidewalks required constructed.* Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration.”

Staff has identified several areas that should be considered for sidewalk installation in 2013. These situations include:

- The property owner purchased the adjacent parcel and did not develop it. For the newer plats/developments in the City, sidewalk is required as part of the plat. The sidewalk installation is required when actual site improvements occur and a building permit is obtained. If the site is not developed, the property owner does not need a building permit and the sidewalk is not ordered by the City.
- Areas where development has occurred and one or two lots, owned by the original developer, have not been sold. This creates gaps in the interconnectivity of the sidewalk system.

The specific locations along with the justification area as follow:

Location	Purpose
741 East River Drive	Property sold to adjacent owner. Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo)
749 and 757 East River Drive	Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo).
2103 Rock River Court (East River Drive side only)	Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo).
2150 Charles Street	Property sold to adjacent owner. Lack of sidewalk is creating a gap in the sidewalk system.
1469 Honeysuckle Circle	Property sold to adjacent owner.
1503-1505 Red Maple Road *	Property is developed but does not have sidewalk.

\* Property has a gravel drive. Driveways are required to be hard surface per the City ordinance and should be constructed with concrete

Staff recommends that sidewalks are ordered in for the above listed locations as part of the 2013 sidewalk program. Additionally, the driveway at 1503-1505 Red Maple Road should be constructed with concrete. Property owners will receive an additional notification and have the opportunity to hire a contractor to construct the sidewalk, or have the City install the sidewalk and be assessed. The preliminary estimate for the 2013 assessments is \$23.75 per linear foot of sidewalk.



# Memorandum

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To: Board of Public Works  
From: Eric Rakers  
Re: Consider New Sidewalk Installations for 2013  
Date: February 4, 2013



741-749-757 East River Drive



741-749-757 East River Drive



2103 Rock River Court



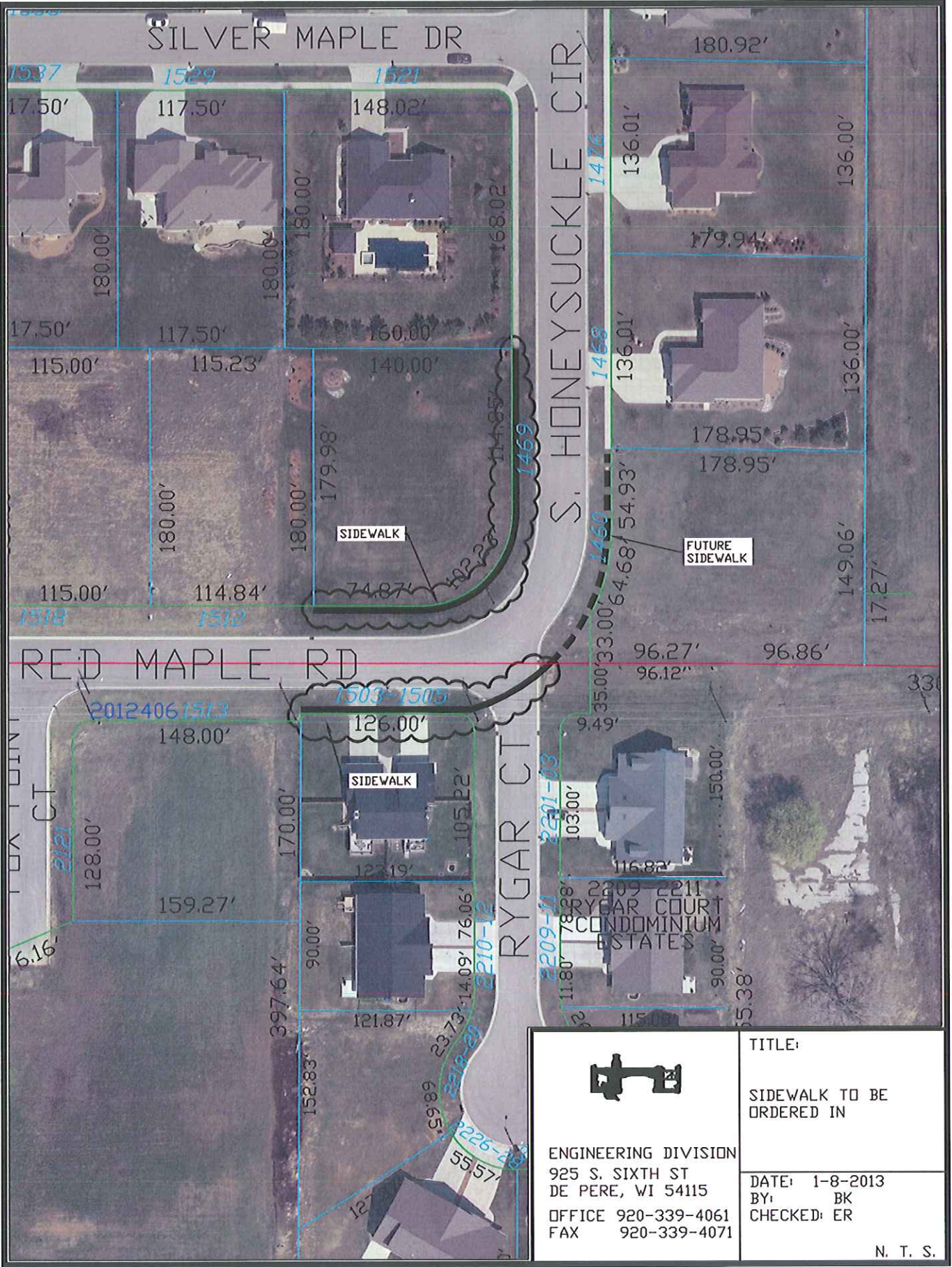
TITLE:  
 SIDEWALK TO BE  
 ORDERED IN

ENGINEERING DIVISION  
 925 S. SIXTH ST  
 DE PERE, WI 54115  
 OFFICE 920-339-4061  
 FAX 920-339-4071

DATE: 01-8-2013  
 BY: BK  
 CHECKED: ER

N. T. S.



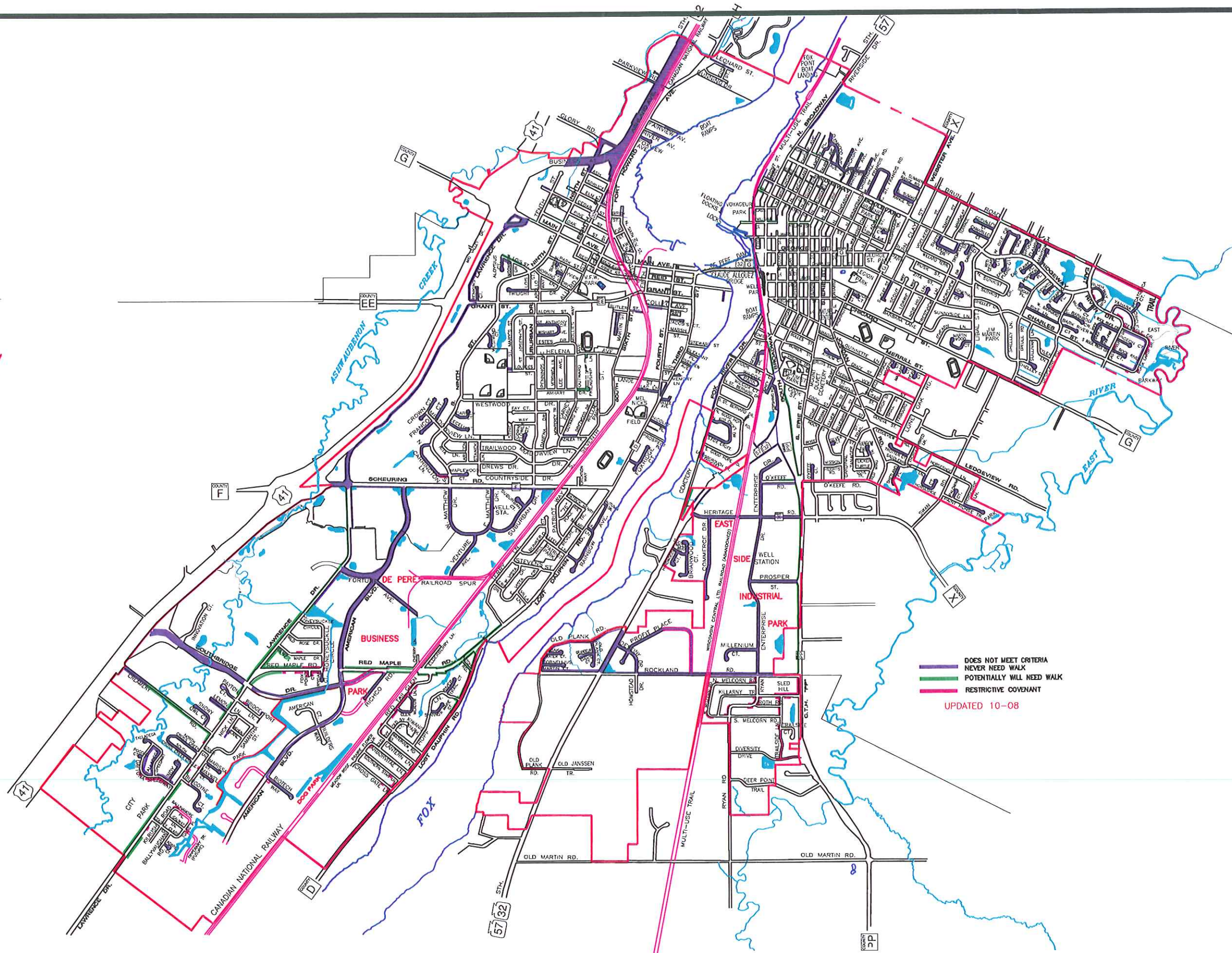


TITLE:  
SIDEWALK TO BE ORDERED IN

ENGINEERING DIVISION  
925 S. SIXTH ST  
DE PERE, WI 54115  
OFFICE 920-339-4061  
FAX 920-339-4071

DATE: 1-8-2013  
BY: BK  
CHECKED: ER

N. T. S.



DOES NOT MEET CRITERIA  
 NEVER NEED WALK  
 POTENTIALLY WILL NEED WALK  
 RESTRICTIVE COVENANT  
 UPDATED 10-08



**CITY OF DE PERE**  
 ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115  
 OFFICE 920-339-4061 FAX 920-339-4071

**CITY SIDEWALKS**  
**LOCATION MAP**

NAME:	BY	DATE	REVISIONS / ISSUES		
PROJECT #			NO.	DATE	BY
					REMARKS

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works

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

**Date:** February 4, 2013

**Subject:** Consider Extension of Deferred Assessment – WD-D0104 and WD-L496

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The City has received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road.

In 2007, the City, town of Lawrence, and two property owners (Best Built and Helen Garrity) entered into agreements to defer special assessments for sewer and water against properties in the city for a period of five years (see attached Agreement Waiving Notice and Agreeing to Assessment). Sewer was extended along Lost Dauphin Road as an extension of earlier sewer service to town properties along Lost Dauphin Road. Water was extended to town properties for a 5-year period in advance of CBCWA water being available. The Best Built and Garrity properties received the 5-year deferment in order for them to create plans to develop their properties since they did not request the improvements (they were installed in front of their properties on the way to the Lawrence properties.) The Garrity property has been sold and assessments paid.

Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Agreement calls for the city to reimburse the Town as the property owner pays off the assessments. The town has indicated to city staff that it is amenable to updating the agreement to continue deferral of the Best Built assessments. Other terms of an extension of the Agreement have not been ironed out.

Since the deferment agreement was signed, the real estate market deteriorated and housing demand significantly decreased such that Best Built has not yet developed their property. The City has experienced an uptick in residential development in the last year. At this time, the City is facing a shortage of buildable single-family residential lots.

While the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff has no recommendation for or against the deferral.



3100 Holmgren Way  
Green Bay, WI 54304

Phone: 920/337-6488  
Fax: 920/337-1973  
Email: Build@BestBuiltInc.com



December 12, 2012

City of De Pere  
Judith Schmidt-Lehman-City Attorney  
335 S. Broadway  
De Pere, WI 54115

Re: Request to Extend Assessment Deferment

Dear Judy:

Enclosed please find an initial request for a deferment extension as well as a City of De Pere response to our request. To date we have not been contacted since your last letter and we are still hoping to obtain the requested deferment. As I noted in our original deferment the construction market has been extremely limited. We are hoping to receive this deferment since such a large portion of this remaining parcel is still undeveloped.

In closing, I would certainly be willing to meet with the city to discuss our request in more detail. Please contact me at your soonest convenience. Thank you.

Respectfully,  
Best Built

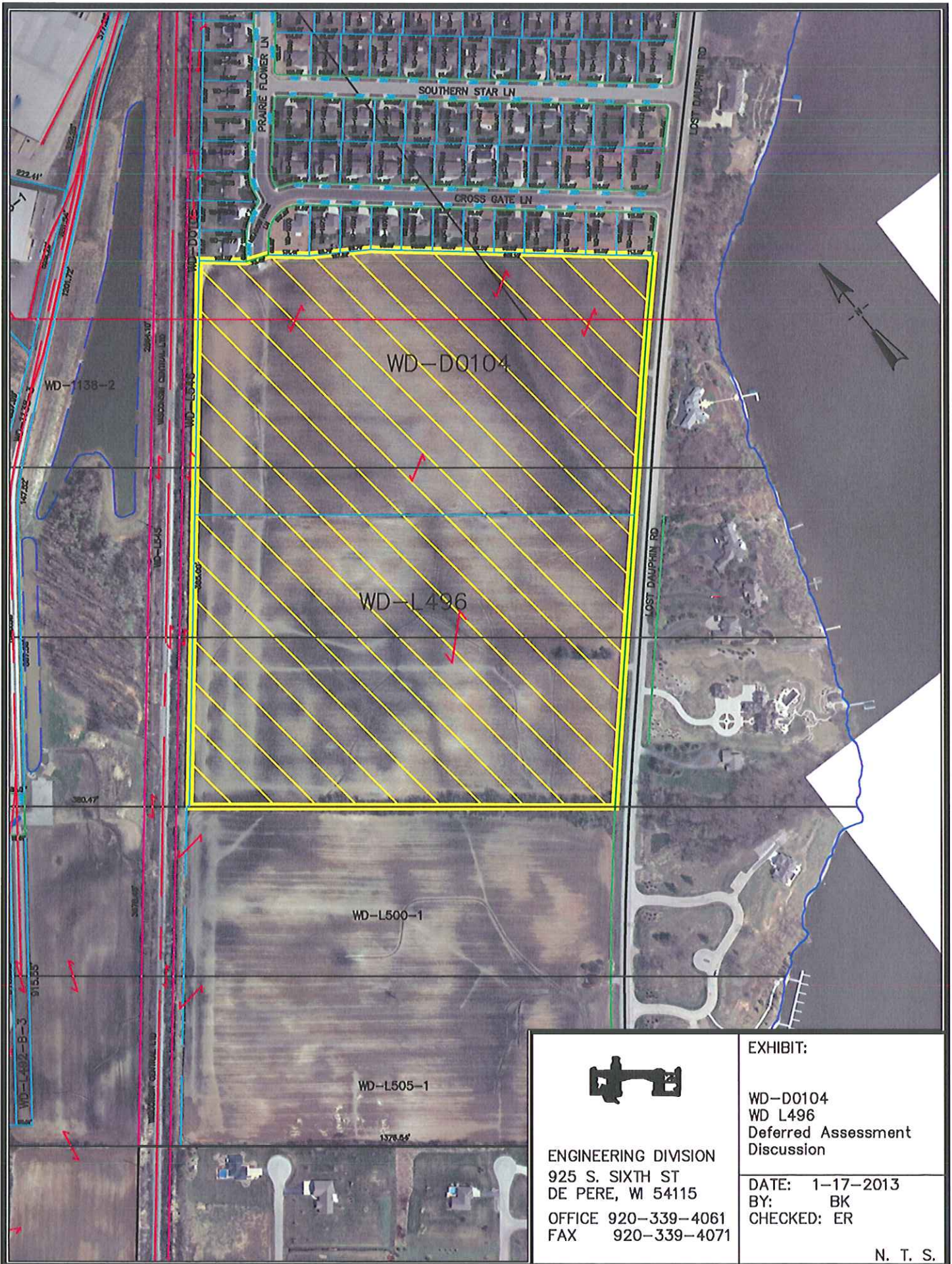
Craig Kassner  
President

Enclosures  
cc: Mayor Michael Walsh

Construction

Development

[www.BestBuiltInc.com](http://www.BestBuiltInc.com)



**AGREEMENT WAIVING NOTICE AND AGREEING TO ASSESSMENT**

THIS AGREEMENT, made and entered into this 3<sup>RD</sup> day of April 2007, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Town of Lawrence, a Wisconsin municipal town ("Town") and Best Built Inc. ("Best Built") owning property along Lost Dauphin Road, De Pere, Wisconsin.

**RECITALS**

WHEREAS, the City has approved an Intergovernmental Agreement Regarding Planning and Implementation of Water Distribution and Sanitary Sewer System Projects with the Town of Lawrence whereby sewer and water improvements will be extended from their current location in the City on Lost Dauphin Road right-of-way south into the Town of Lawrence; and

WHEREAS, the Town will contract for the design and construction of the sewer and water main extension; and

WHEREAS, the City agrees to reimburse the Town for the City portion of the project costs; and

WHEREAS, Best Built owns real property abutting that area of Lost Dauphin Road through which improvements will be constructed by the Town of Lawrence specifically on Tax Parcels WD-D0104 and WD-L496; and

WHEREAS, the Best Built property on Lost Dauphin Road will be benefited by such sewer and water improvements.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Best Built on its own behalf and on behalf of any and all successors in interest, freely and voluntarily waive any right it may have to notice of sewer and water

improvement construction for Parcels WD-D0104 and WD-L496, located on Lost Dauphin Road or notice of public hearing on such issue and further agree as follows:

a. That said property be assessed per front foot for the 1745.02 front feet of said property abutting Lost Dauphin Road for the sewer and water improvements fronting such property. It is the intent of the parties that Best Built be assessed in accordance to the City of De Pere Assessment Policy which is as follows:

- i. Payment on the assessments levied by City shall be deferred up to five (5) years from the issuance of Notice of Substantial Completion of the Improvements for improvements adjacent to undeveloped land.
- ii. Said deferrals shall cease and the amount assessed due and payable the earliest of:
  - a. Connection to the sewer or water;
  - b. Transfer of ownership of the parcel or part of parcel against which such assessment is levied. If title to part of the parcel against which assessment is levied is transferred, only such assessment which is attributable to the part transferred shall become due and payable; or
  - c. Expiration of five (5) years; or
  - d. Assessments against parcels not transferred may, after the expiration of the 5-year deferral, be paid in cash within 30 days of invoice or in five (5) annual installments, together with interest on the unpaid balance at the rate established by the Common Council at the time the deferral period ceases.

- b. That the method of determining the assessment rate (front foot) is reasonable.
- c. That Best Built waives any and all right or recourse it may have through State or Federal Court pursuant to Section 66.0703, Wis. Stats., or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Best Built, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
2. The City of De Pere agrees to levy the sewer and water assessments against parcel WD-L500-1 and WD-L505-1 in accordance with the City of De Pere Assessment Policy as described in this Agreement.
3. The City of De Pere agrees to pay the Town of Lawrence any and all collected sewer and water assessments from Best Built against parcel WD-D0104 and WD-L496 within thirty (30) days of collection.
4. Best Built agrees to pay a maximum final assessment no more than ten percent (10%) above the original projected assessment rate of \$56.00 per lineal foot.

**CITY OF DE PERE**

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

\_\_\_\_\_  
Charlene M. Peterson, Clerk-Treasurer

**TOWN OF LAWRENCE**

\_\_\_\_\_  
Tom Perock, Town Chairman

\_\_\_\_\_  
Judy Benz, Town Clerk

Hi:\cbl\how\Agreements\2007\Exhibit D 2-15-07-128-001-05.doc

**BEST BUILT INC.**

CRAIG KASSNER  
Print Name:

Craig Kassner  
Print Name:



# CITY OF DE PERE

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



## Parking and Traffic Team January 15, 2013 Minutes

### Items for the Board of Public Works:

1. Parking: 400 and 500 block of Erie Street (Merrill to Chicago).

There is confusion with how the street is signed for parking. Engineering reviewed the street signage and it does not match our ordinance. Parking is permitted on sections of Erie, between Merrill and Chicago, on both the west and east sides. There is a combination of signing with signing for no parking on this side of street but then also no parking here to corner.

**Recommendation:** Correct the signage between the 400 and 500 block of Erie Street.

2. Safety: 400 Block of 9<sup>th</sup>.

There is a sharp curve in the 400 block of 9<sup>th</sup> Street. There have been several incidents where mailboxes have been taken down, particularly in inclement weather. Engineering reviewed the radius of the road and it is comparable to many other radii around the City. According to police records, there have been a total of nine crashes at this curve since 2007 (see attached).

**Recommendation:** Based on the curve and the past history of crashes, a curve sign is recommended at this curve for southbound traffic. In addition, the police department will monitor speeds in this part of the corridor.

### Items that were reviewed (No action needed):

1. Signage: Evaluate eastbound traffic on Chicago and Webster

Team discussed how to make the intersection safe and effective. Drivers are pulling side by side for eastbound traffic on Chicago Street due to backups. The follow options for the intersection were discussed at the meeting:

- a. Do nothing
- b. Remove stop signs on Chicago
- c. Provide dedicated lanes at the intersection.
- d. Design intersection with a 3-legged roundabout.

**Next Steps:** No action is required at this time. Engineering staff will be completing a study on the intersection to identify issues and possible options to consider.

2. Parking: Parking on west side of Lone Oak.

High school students parking on Lone Oak block access to the mail box at times.

**Recommendation:** No action at this time. The police department is going to check on the legal requirements for access and also monitor to see if it is a problem.

3. **Parking:** 731 Helena Street / Friendship Lane

Friendship Lane was never completed as a complete street and at times there has been an issue with parking especially during sporting events. At the very southerly 36 feet of the street, half of the street has been constructed and the other half has landscaping in the right-of-way

**Next Steps:** This has been an issue for the City for years. Staff is going to evaluate options which include:

- a. Do nothing
- b. Signage options
- c. Evaluate a cul de sac/turn around at the end of the street for City vehicles
- d. Evaluate street extension

4. **Speed:** Speed complaint at the corner of Red Tail Glen and Lantern Lane.

Engineering completed a speed study on Lantern Lane and did not find a speed issue at this location. Less than one percent of the vehicles were traveling over 35 mph.

**Next Steps:** No action is required.

Respectfully Submitted:

Lieutenant Chad Opicka  
Eric Rakers  
Ken Pabich

De Pere Police Department  
De Pere Engineering  
De Pere City Planner

De Pere Police Department  
Crashes Between 435 S 9th and 363 S 9th Street, De Pere, WI

<b>Incident Type</b>	<b>Incident Number</b>	<b>Address</b>	
ACCIDENT	LDE070225001727	420 S 9TH ST	2007
ACCIDENT	LDE080129001323	400 S 9TH ST	2008
ACCIDENT	LDE081130016857	415 S 9TH ST	2008
ACCIDENT	LDE081130016858	415 S 9TH ST	2008
ACCIDENT	LDE110419007558	430 S 9TH ST	2011
ACCIDENT	LDE120119001139	420 S 9TH ST	2012
ACCIDENT	LDE120123001396	419 S 9TH ST	2012
ACCIDENT	LDE121220022654	416 S 9TH ST	2012
ACCIDENT	LDE121220022684	416 S 9TH ST	2012

Date: 1/16/2013

s9thstreet

## MEMORANDUM

CITY OF DE PERE

**TO:** Members of the Board of Public Works

**FROM:** Ken Pabich, Director of Planning & Economic Development

**RE:** Recommendation from the Historic Preservation Commission

**DATE:** February 11, 2013

---

The City of De Pere was designated as a Preserve America community in 2010. The City was designed as a Preserve American community when we received our grant for the work related to the Lockkeepers House. The Historic Preservation Commission would now like to install signs in recognition of this designation.

The program is best described by using information provided on the web site.

*Preserve America is a federal initiative that encourages and supports community efforts to preserve and enjoy our priceless cultural and natural heritage.*

*Communities may apply for special designation as a Preserve America Community, which recognizes communities that:*

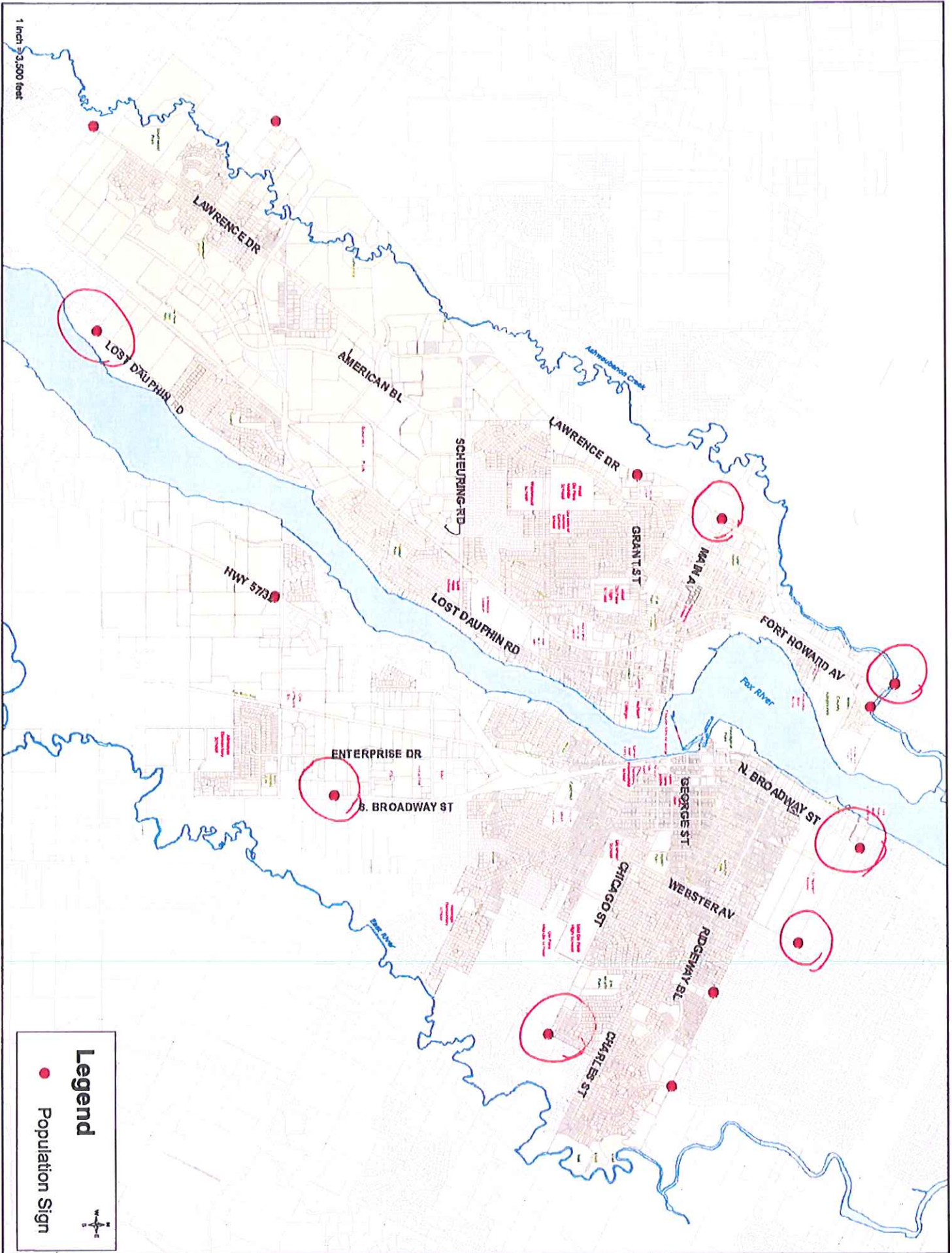
- protect and celebrate their heritage;*
- use their historic assets for economic development and community revitalization; and*
- encourage people to experience and appreciate local historic resources through education and heritage tourism programs.*

*Benefits of designation include:*

- White House recognition;*
- a certificate of recognition;*
- a Preserve America Community road sign;*
- eligibility for Preserve America grants;*
- authorization to use the Preserve America logo on signs, flags, banners, and promotional materials;*
- listing in a Web-based Preserve America Community directory;*
- national and regional press releases; and*
- enhanced community visibility and pride.*

The attachments show the design of the sign and there proposed locations. The signs would be installed at seven locations entering the City. The signs would be paid for by the Historic Preservation Commission and installed by City staff. The Commission is requesting the Board of Public Works approve the installation of the signs at the areas designated on the map.

1 inch = 3,500 feet

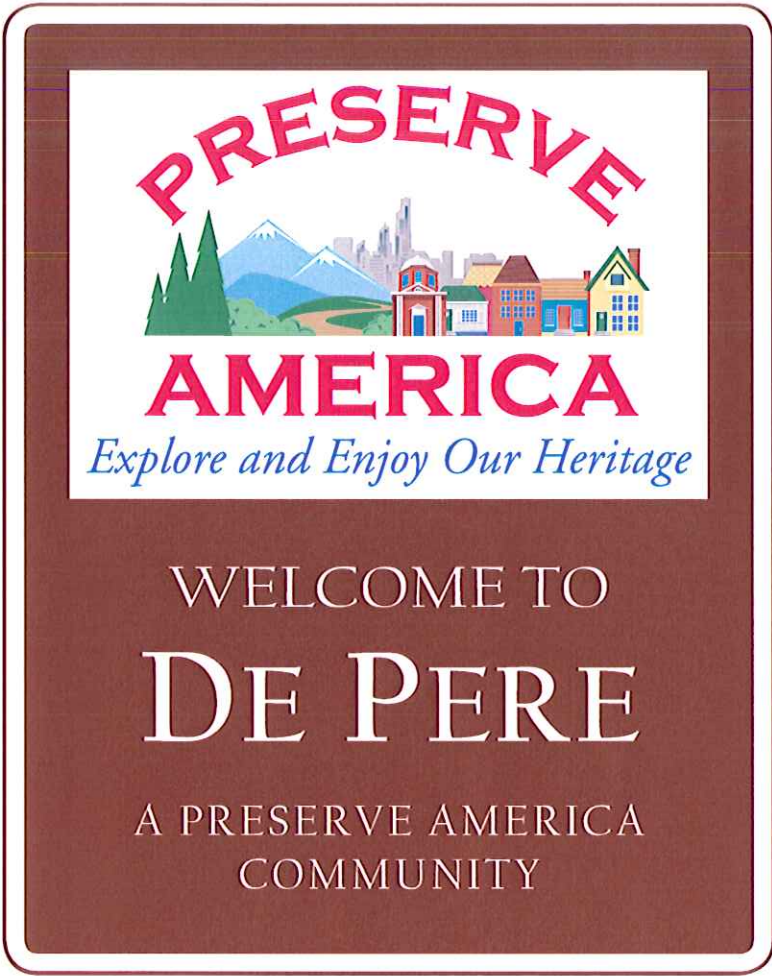


**Legend**

- Population Sign

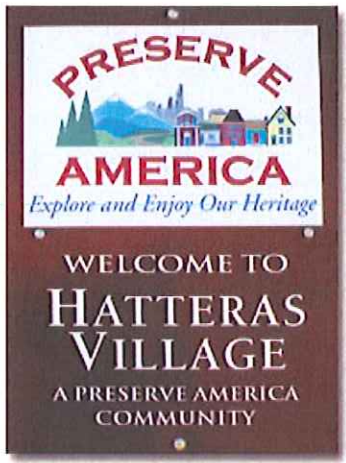






30"

24"



# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works

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

**Date:** February 5, 2013

**Subject:** Consider Gravel Driveway Ordinance Modification

---

City Ordinance requires that drives in the right-of-way be constructed to City standards. There are driveways located in the City that are constructed in gravel and do not conform to the Ordinance. Each year, gravel drives are identified within the construction limits for streets being resurfaced or reconstructed. Over the past several years, gravel driveways that are disturbed during street reconstruction are replaced with concrete. The cost for the concrete pavement has been paid by the property owner. New and replaced driveways in City right-of-way are being constructed per City Ordinance Section 22-15 (c) which states:

- (c) All driveway openings or approaches, otherwise known as curb cuts, shall be constructed in accordance with the following specifications and standards:
  - (1) Construction standards. Construction of all curb cuts shall be in accordance with standards on file in the office of the director of public works and entitled 'Concrete Details.' Such construction shall include repair and/or replacement of the curb or curb and gutter when same is damaged during the construction of the curb cut.

A copy of the Curb Cut Driveway Location Authorization with the driveway detail has been attached.

Gravel drives that are identified during construction within the street resurfacing project limits are usually not disturbed as part of the construction. The gravel drives are left in-kind. Staff recommends that the ordinance be updated so that letters be sent to property owners with gravel drives that are located within construction projects requiring the property owner to pave the driveway. The property owner would be given contact information for the contractor so that they could work directly with the contractor to pave the driveway. The City would not be involved with paving the driveway. The ordinance would be updated as follows:

- (2) Gravel drive improvements. Property owners will be directed to improve gravel drives at their cost to conform to the driveway standards when identified on the following projects:
  - a. Within street reconstruction limits.
  - b. Within street resurfacing limits.
  - c. City utility construction projects where the gravel drive is directly impacted.
  - d. Sidewalk replacement by the City at a driveway that is gravel.

For the 2013 construction year, two to three driveways would impacted by this policy under the resurfacing and sidewalk program and five driveways would be impacted on CTH PP.



# CITY OF DE PERE

## REQUEST FOR CURB CUT DRIVEWAY LOCATION AUTHORIZATION

DATE \_\_\_\_\_ FEE \$15.00

We hereby request to install a curb cut and/or driveway to serve the property described as:

Parcel # \_\_\_\_\_

Address \_\_\_\_\_

with a width of \_\_\_\_\_ feet at the property line and \_\_\_\_\_ feet at the curbline as indicated on the site plan submitted herewith.

Proposed driveway will serve: \_\_\_\_\_ Residence \_\_\_\_\_ Business \_\_\_\_\_ Industrial

Description: \_\_\_\_\_  
\_\_\_\_\_

Property Owner \_\_\_\_\_

Address \_\_\_\_\_

Applicant Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

I have reviewed the General Conditions and Requirements of the proposed curb cut and agree to the following terms:

- Curb cut per City specifications
- Curb cut to be performed by City licensed contractor

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

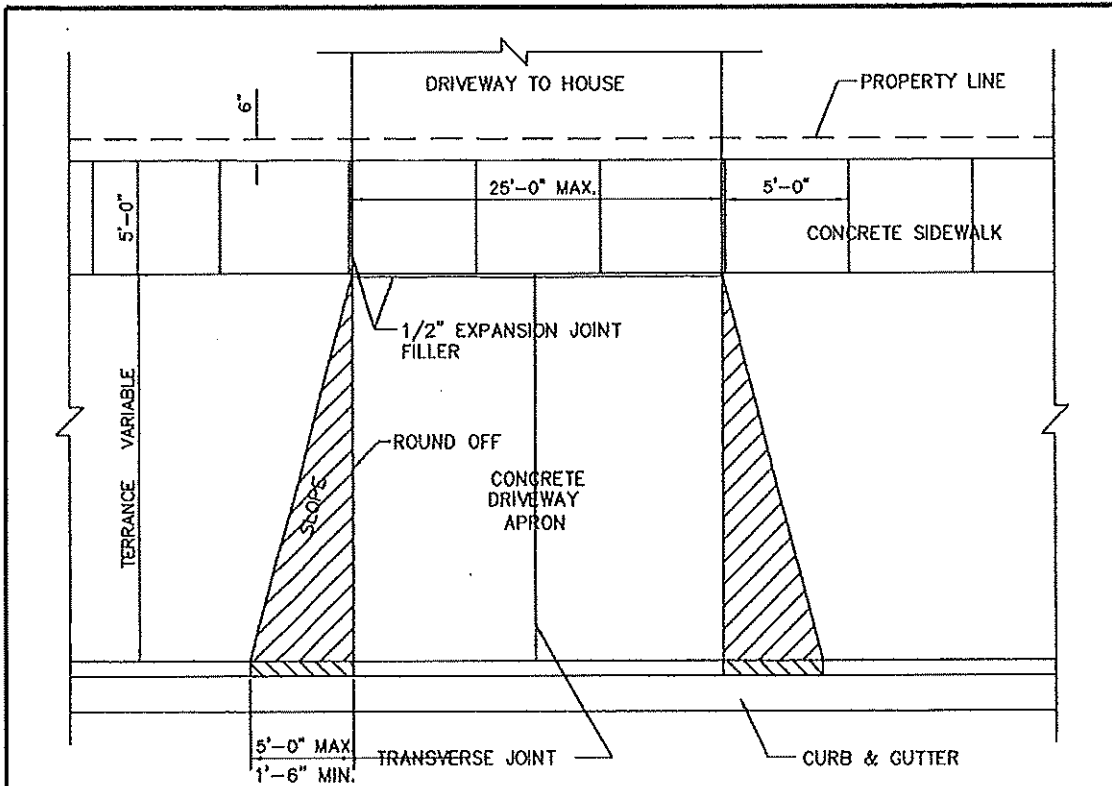
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**FOR OFFICE USE ONLY:**

DATE APPROVED \_\_\_\_\_

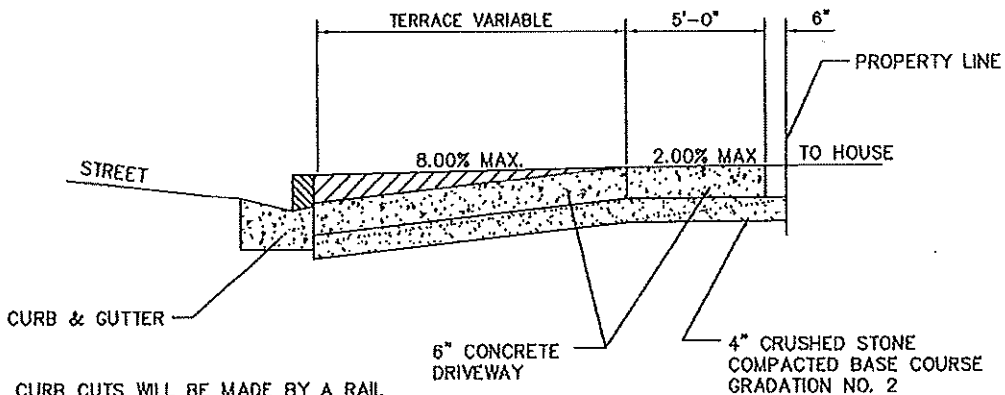
\_\_\_\_\_  
City Engineer

Permit Issued and fee collected this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Receipt # \_\_\_\_\_

Inspected by: \_\_\_\_\_

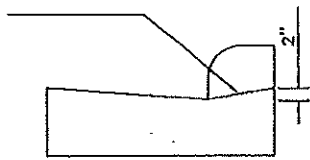


PLAN VIEW

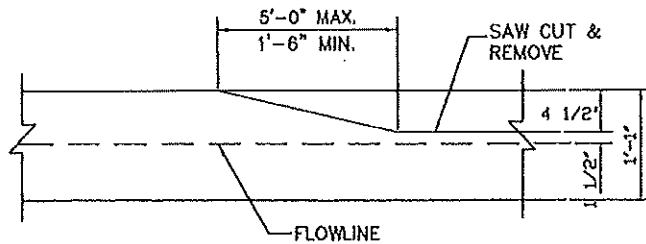


TYPICAL SECTION

ALL CURB CUTS WILL BE MADE BY A RAIL MOUNTED, HYDRAULICALLY CONTROLLED, LARGE DIAMETER CONCRETE SAW DESIGNED SPECIFICALLY FOR THIS METHOD OF THE CURB HEAD REMOVAL.



CURB CUT SIDE VIEW



CURB CUT BACK VIEW

CONCRETE DRIVEWAYS	
DIVISION 32	DRAWING NO. C-2

## MUDJACKERS

**Badger Concrete Lifting**  
535 E Mission Rd  
Green Bay WI 54301  
920-465-9696

**Raise Rite**  
1202 Woodview Ln.  
Manitowoc WI 54220  
920-499-9863  
(877) 407-2473

**Valenta Concrete Lifting**  
18211 County Road B  
Mishicot WI 54228  
920-766-1818

## SAWCUTTING/SHAVING

**Safe Step**  
Box 411  
Hortonville, WI 54944  
920-540-4760

**Alliance Concrete Cutting LLC**  
387 Lantern  
De Pere WI 54115  
920-964-2760

**Concrete Cutters**  
1020 Prospect  
Kaukauna WI 54130  
920-766-1721

\*\*\*Also see the companies listed under Curb Cutting\*\*\*

## CURB-CUTTING

**Interstate Sawing Company Inc.**  
7403 Sleepy Hollow Road  
West Bend WI 53090  
800-572-9626

**Concrete Cutters**  
1020 Prospect  
Kaukauna WI 54130  
920-766-1721

**The Concrete Remover Inc.**  
6989 Schneder Road  
Middleton WI 53562  
608-831-6355

**Diamond Curb Cut Inc.**  
N8901 Hwy 67  
Elkhart Lake WI 53020  
920-876-4281

**Fischer Concrete Sawing Inc.**  
2984 Noah Road  
De Pere WI 54115  
920-366-8281

**Alliance Concrete Cutting LLC**  
387 Lantern  
De Pere WI 54115  
920-964-2760

\*\*NOTE: Contractor needs to have a valid license on file to perform work in the City of De Pere.

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works

**From:** Karen Heyrman, P.E., Assistant City Engineer

**Date:** February 6, 2013

**Subject:** Consider Quote for 2013 Materials Testing and Soil Borings

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The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2013 construction projects. The total cost of this work was estimated using 2012 final quantities as follows:

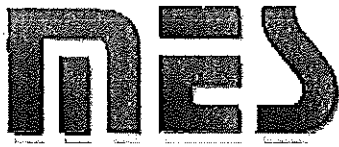
<b>Materials Testing</b>	<b>Estimate</b>
MES	\$20,233.16
BATC	\$22,447.75
RVT	\$27,403.00
<b>Soil Boring</b>	
MES	\$7,036.00
RVT	\$8,801.00
BATC	Do not perform soil borings

The staff recommendation is to accept the quote from MES for the Material Testing estimated at \$20,233.16 and for the Soil Boring estimated at \$7,036.00. Funds for this work are budgeted in the various capital projects accounts.

# RFP Comparisons

Item	Unit	MES 2012	Midwest Engineering Services, Inc.	Bay Area Testing and Consulting, LLC.		River Valley Testing Corp.	Cost with 2012 Quantities for all Except Boring			Cost with 2012 Quantities for Soil Borings				
				Fee	Fee		MES Cost	BATC Cost	RVT Cost	RVT 2013	MES Cost	RVT Cost	RVT Cost	
<b>Engineering Services</b>														
Project Manager	Per hour	37	\$60.00	\$85.00	\$95.00	\$2,220.00	\$3,145.00	\$3,515.00	Quantity	\$41.60	\$2,496.00	\$2,952.00		
Project Engineer	Per hour	9	\$70.00	\$85.00	\$100.00	\$630.00	\$765.00	\$900.00	\$12.40	\$868.00	\$1,240.00			
Staff Engineer	Per hour		\$60.00	\$60.00	\$80.00									
<b>Field Technician</b>														
Senior Technician	Per hour		\$32.00	\$49.00	\$50.00									
Technician	Per hour	327.25	\$32.00	\$35.00	\$44.00	\$10,472.00	\$11,453.75	\$14,399.00						
Clerical	Per hour	37	\$25.00	\$27.00	\$35.00	\$925.00	\$999.00	\$1,295.00	\$2.40	\$60.00	\$84.00			
Mileage	Per mile	1206	\$0.36	\$0.00	\$0.00	\$434.16	\$0.00	\$0.00						
Engineering Technician OT	Per hour	29	\$48.00	\$52.50	\$66.00	\$1,392.00	\$1,522.50	\$1,914.00						
<b>Laboratory Testing Services</b>														
Standard Proctor	Per each	1	\$125.00	\$95.00	\$100.00	\$125.00	\$95.00	\$100.00						
Modified Proctor	Per each	6	\$135.00	\$110.00	\$125.00	\$810.00	\$660.00	\$750.00						
Concrete Compression Test (Cylinder by Company)	Per each	215	\$9.00	\$10.50	\$14.00	\$1,935.00	\$2,257.50	\$3,010.00						
Concrete Compression Test (Cylinder by City)	Per each		\$11.00	\$10.50	\$18.00									
Handling of Backup Cylinders	Per each		\$8.00	\$5.50	\$5.00									
Aggregate Sieve Analysis	Per each	6	\$65.00	\$60.00	\$75.00	\$390.00	\$360.00	\$450.00	\$4.00	\$260.00	\$300.00			
Atterberg Limits	Per each		\$50.00	\$40.00	\$55.00				\$8.00	\$400.00	\$440.00			
Permeability, Granular Soils	Per each		\$230.00	\$250.00	\$225.00									
Permeability, Cohesive Soils	Per each		\$280.00	\$275.00	\$275.00									
<b>Field Technician Services</b>														
Sample Pickup	Per each		\$65.00	\$50.00	\$45.00									
Support Vehicle	Per mile		\$0.36	\$0.00	\$0.56									
Nuclear Density Gauge	Per 1/2 day	26	\$20.00	\$25.00	\$25.00	\$520.00	\$650.00	\$650.00						
Nuclear Density Gauge	Per day	12	\$40.00	\$45.00	\$35.00	\$480.00	\$540.00	\$420.00						
<b>MATERIAL TESTING TOTAL COST</b>						\$20,333.16	\$22,447.75	\$27,403.00						
Soil Boring	Per each		\$175.00	N/A	\$175.00				\$2.00	\$350.00	\$350.00			
Mobilization	Per vertical foot		\$12.00	N/A	\$10.00				\$83.50	\$1,002.00	\$835.00			
Report	Per each		\$800.00	N/A	\$800.00				\$2.00	\$1,600.00	\$1,600.00			
<b>SOIL BORING TOTAL COST</b>										\$7,036.00	\$8,801.00			

Mileage under Field Technician confirmed by bidder to be consistent with support vehicle charge. Bidder submitted old form.



**midwest engineering services, inc.**  
geotechnical • environmental • materials engineers

2740-F Packerland Drive  
Green Bay, WI 54313  
920-592-9540  
www.midwesteng.com

January 28, 2013

Ms. Karen Heyrman, P.E.  
City of De Pere – Assistant City Engineer  
925 South Sixth Street  
De Pere, WI 54115-1199

**Subject: Proposal for Construction Materials and Soil Testing Services**  
2013 Annual Construction Testing Contract  
City of De Pere  
MES Proposal No. 14-3009

Dear Ms. Heyrman,

In accordance with your request, Midwest Engineering Services, Inc. (MES) is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

### **Project Description**

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2013 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

### **Scope of Work**

Midwest Engineering Services, Inc. (MES) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

### Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

### Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

### Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.
- At the request of the City of De Pere, review asphalt mix designs and sample materials for material compliance testing.

### Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.

### Other Services

In addition to the construction testing services described above, MES can also provide field and laboratory testing and consultation services in numerous other construction areas. MES has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

### **Method of Performance**

MES will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer, a registered professional engineer in the State of Wisconsin, will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

### **Fees**

Midwest Engineering Services, Inc. proposes to provide the above referenced services on a unit charge basis in accordance with the Proposed Fee Schedule, MES' Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.



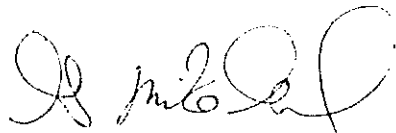
## Closing

MES will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. MES will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. Midwest Engineering looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

MIDWEST ENGINEERING SERVICES, INC.

A handwritten signature in black ink, appearing to read "G. Mike Greil". The signature is fluid and cursive, with a large initial "G" and "M".

G. Mike Greil  
Branch Manager

A handwritten signature in black ink, appearing to read "Patrick Bray". The signature is fluid and cursive, with a large initial "P" and "B".

Patrick Bray  
Project Engineer

**Accepted by: CITY OF DE PERE**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures: Proposed Fee Schedule (City of De Pere Form);  
MES' Standard Fee Schedules;  
General Testing and Geotechnical General Conditions

## Proposed Fee Schedule

Company Name: Midwest Engineering Services, Inc.

Company Address: 2740-F Packerland Drive

Company Address: Green Bay, Wisconsin 54313

Company Representative: Patrick Bray

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

*Patrick Bray*

Item	Fee	Unit
<b>Engineering Services</b>		
Project Manager	\$60.00	Per hour
Project Engineer	\$70.00	Per hour
Staff Engineer	\$60.00	Per hour
<b>Field Technician</b>		
Senior Technician	\$32.00	Per hour
Technician	\$32.00	Per hour
Clerical	\$25.00	Per hour
<b>Laboratory Testing Services</b>		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$135.00	Per each
Concrete Compression Test (Cylinder by Company)	\$9.00	Per each
Concrete Compression Test (Cylinder by City)	\$11.00	Per each
Handling of Backup Cylinders	\$8.00	Per each
Aggregate Sieve Analysis	\$65.00	Per each
Atterberg Limits	\$50.00	Per each
Permeability, Granular Soils	\$230.00	Per each
Permeability, Cohesive Soils	\$280.00	Per each
<b>Field Technician Services</b>		
Sample Pickup	\$65.00	Per each
Support Vehicle	\$0.36	Per mile
Nuclear Density Gauge	\$20.00	Per 1/2 day
Nuclear Density Gauge	\$40.00	Per day
<b>Soil Boring</b>		
Mobilization	\$175.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$800.00	Per each

**MIDWEST ENGINEERING SERVICES, INC.**  
**CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE**

**ENGINEERING SERVICES**

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Project Engineer	\$70.00/Hour	Staff Engineer	\$60.00/Hour
Project Manager	\$60.00/Hour	Clerical	\$25.00/Hour

**FIELD TESTING SERVICES**

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

Sample Pick Up	\$65.00/Each	Nuclear Density Gauge	\$40.00/Day
Senior Engineering Technician	\$32.00/Hour	Nuclear Density Gauge	\$20.00/Half Day
Engineering Technician	\$32.00/Hour	Support Vehicle	\$0.36/Per Mile
Structural Technician	\$70.00/Hour	Concrete Cylinder Molds	\$30.00/box(20)
Soil Boring Equipment	\$175.00/Hour		

**LABORATORY TESTING SERVICES**

Concrete Compression Test		Density with Moisture Content	\$25.00/Each
Cylinder Cast by MES	\$9.00/Each	Organic Content (Loss on Ignition)	\$25.00/Each
Cylinder Cast by City	\$11.00/Each	Percent Finer No. 200	\$30.00/Each
Spare Cylinders	\$8.00/Each	Grain size - Mechanical	\$50.00/Each
Concrete Core Compression Test	\$30.00/Each	Grain size - Hydrometer	\$75.00/Each
Aggregate Sieve Analysis	\$65.00/Each	Atterberg Limits	\$50.00/Each
Mortar Cube Compression Test	\$9.50/Each	Standard Proctor	\$125.00/Each
Grout Cylinder Compression Test	\$15.00/Each	Modified Proctor	\$135.00/Each
CMU Compression Test	\$30.00/Each	California Bearing Ratio	\$150.00/Each
Asphalt Core Density	\$25.00/Each	Permeability, Granular Soil	\$200.00/Each
MTSG Test	\$50.00/Each	Permeability, Cohesive Soil	\$250.00/Each
Asphalt Extraction/Gradation	\$150.00/Each	Sample Prep/Remolding	\$35.00/Each
Marshall Density Test	\$135.00/Each	Permeability, Granular Soils	\$230.00/Each
Moisture Content	\$5.00/Each	Permeability, Cohesive Soils	\$280.00/Each

**REMARKS** - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 3 hours will apply for all Field Testing Services. One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of \$0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

**MIDWEST ENGINEERING SERVICES, INC.**  
**GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE**

**ENGINEERING SERVICES**

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Project Engineer	\$70.00 Per Hour	Staff Engineer	\$60.00 Per Hour
Project Manager	\$60.00 Per Hour	Clerical	\$25.00 Per Hour

**FIELD SERVICES**

Mobilization of Drilling Equip.	\$175.00 Per Day	Boring Layout	\$50.00 Per Hour
Support Vehicle	\$50.00 Per Day	Standby & Problem Access Time	\$125.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	Betonite Backfill	\$1.50 Per Foot

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot 3 1/4", 4 1/4" I.D. Auger		Unit Charges Per Foot 6 1/4" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
	0 - 25 ft.	\$12.00	\$13.00	\$14.00	
25 - 50	\$13.00	\$15.00	\$16.00	\$18.00	\$14.00
50 - 75	\$15.00	\$18.00	\$19.00	\$21.00	\$18.00
75 - 100	\$17.00	\$20.00	\$24.00	\$27.00	\$22.00

\* N-count of 40 blows or less, or Qu or Qp less than 4 tsf

\*\* N-count greater than 40 blows, or Qu or Qp greater than 4 tsf  
 Drilling with 12-1/4" I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$9.00 Per Foot	Shelby Tubes, 2" diameter	\$25.00 Each
Rock Coring with Diamond Bit	\$55.00 Per Foot	3" diameter	\$30.00 Each
Rock Boring with 3" Roller Bit	\$50.00 Per Foot	Drilling mud as needed	\$2.50 Per Foot
Rock Coring & Boring Set-up Charge	\$250.00 Per Hole	Pavement Cold-Patch at boreholes	\$25.00 Per Hole

**LABORATORY TESTING**

Visual Engineering Classification	\$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	\$4.00 Per Test	remac	\$5.00 Per Test
Moisture Content Test	\$4.00 Per Test	without stress-strain curve	\$25.00 Per Test
Organic Content Test	\$30.00 Per Test	with stress-strain curve	\$40.00 Per Test
Density Determination with Moisture Content	\$25.00 Per Test	California Bearing Ratio (CBR)	\$175.00 Per Test
Atterberg Limits Determination	\$50.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	\$65.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	\$75.00 Per Test	Permeability, Rigid Wall	\$230.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	\$280.00 Per Test
Standard Method, ASTM D-698	\$135.00 Per Test	Preparation of Shelby Tube Sample	\$15.00 Per Tube
Modified Method, ASTM D-1557	\$150.00 Per Test	Sample preparation/remolding	\$30.00 Each

**REMARKS**

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

**GENERAL CONDITIONS**  
**Midwest Engineering Services, Inc.**  
**General Testing Services**

**Item 1. Scope of Work.** MIDWEST ENGINEERING SERVICES, INC. (MES) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposal, Standard Fee Schedule, and these General conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party of entity is also considered as the client. The hiring of MIDWEST ENGINEERING SERVICES, INC. (MES) signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC. (MES)'s work. MIDWEST ENGINEERING SERVICES, INC. (MES) shall have no obligation to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. (MES) that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. (MES) to enter the site and conduct the work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. (MES) shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work that MIDWEST ENGINEERING SERVICES, INC. (MES) has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Personnel Responsibility.** The presence of MIDWEST ENGINEERING SERVICES, INC. (MES) field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MIDWEST ENGINEERING SERVICES, INC. (MES) personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**Item 4. Observations and Tests.** The term "observation" implies only that MIDWEST ENGINEERING SERVICES, INC. (MES) would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observations of the site, materials and work performed by MIDWEST ENGINEERING SERVICES, INC. (MES) or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MIDWEST ENGINEERING SERVICES, INC. (MES)'s recommendations. No claims for loss, damage or injury shall be brought against MIDWEST ENGINEERING SERVICES, INC. (MES) by client or any third party unless all tests and observations have been so performed and unless MIDWEST ENGINEERING SERVICES, INC. (MES) recommendations have been followed.

**Item 5. Accuracy of Test Locations and Elevations.** The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

**Item 6. Degree of Certainty of Compliance.** With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

**Item 7. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. (MES) of any known or suspected undocumented fills, hazardous material, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC. (MES) employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC. (MES) site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. (MES) may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

**Item 8. Reports and Ownership of Documents.** MIDWEST ENGINEERING SERVICES, INC. (MES) will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MIDWEST ENGINEERING SERVICES, INC. (MES) as instruments of service, shall remain the property of MIDWEST ENGINEERING SERVICES, INC. (MES), unless there are other contractual agreements.

MIDWEST ENGINEERING SERVICES, INC. (MES) well retains final reports relating to the services performed for a period of five years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to the client or his agent which are not paid for.

**Item 9. Confidentiality** MIDWEST ENGINEERING SERVICES, INC. (MES) shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MIDWEST ENGINEERING SERVICES, INC. (MES) shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MIDWEST ENGINEERING SERVICES, INC. (MES) against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MIDWEST ENGINEERING SERVICES, INC. (MES) is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MIDWEST ENGINEERING SERVICES, INC. (MES).

**Item 10. Standard of Care.** MIDWEST ENGINEERING SERVICES, INC. (MES) will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. (MES) are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for the interpretation by others, of data obtained by MIDWEST ENGINEERING SERVICES, INC. (MES).

**Item 11. Limitations of Liability.** The client agrees to limit MIDWEST ENGINEERING SERVICES, INC. (MES)'s liability to the client and all parties claiming through the client or otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC. (MES)'s services, allegedly arising from MIDWEST ENGINEERING SERVICES, INC. (MES)'s professional acts or errors and omissions, to a sum not to exceed the lesser of MIDWEST ENGINEERING SERVICES, INC. (MES)'s fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to MIDWEST ENGINEERING SERVICES, INC. (MES)'s gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. (MES) or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MIDWEST ENGINEERING SERVICES, INC. (MES)'s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 12. Insurance and Indemnity.** MIDWEST ENGINEERING SERVICES, INC. (MES) represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MIDWEST ENGINEERING SERVICES, INC. (MES)'s employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request.

MIDWEST ENGINEERING SERVICES, INC. (MES) shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. (MES) agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by officers, directors, agents, and employees, harmless from claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC. (MES)'s performance of work.

**Item 13. Modifications.** This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. (MES) may amend or modify any aspect of this contract, unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 14. Termination.** This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MIDWEST ENGINEERING SERVICES, INC. (MES) shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MIDWEST ENGINEERING SERVICES, INC. (MES)'s files in order and/or to protect its professional reputation.

**Item 15. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days at invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. (MES) at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. (MES) for all services performed prior to and for such termination.

As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. (MES) hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land and on the buildings on purchaser's land. The WCLL may be put into effect if such labor and/or materials are not paid for in a timely manner, as declared in the agreement.

**Item 16. Sample Disposal.** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MIDWEST ENGINEERING SERVICES, INC. (MES)'s report.

## MIDWEST ENGINEERING SERVICES, INC. GEOTECHNICAL GENERAL CONDITIONS

**Item 1. Scope of Work** - MIDWEST ENGINEERING SERVICES, INC. shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC.'s proposal, standard fee schedule, and these general conditions. The "client" is defined as the person or entity requesting and/or authorizing in this role, even if performed on behalf of another party or entity, in which case the other party or entity is considered as the client. The acceptance of MIDWEST ENGINEERING SERVICES, INC.'s proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of this agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC.'s work. MIDWEST ENGINEERING SERVICES, INC. shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access** - The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. to enter the site and conduct work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. shall exercise reasonable care to minimize damage to the property, the client must realize that some damage may occur during the normal course of work. MIDWEST ENGINEERING SERVICES, INC. has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities** - In the performance of its work, MIDWEST ENGINEERING SERVICES, INC. will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MIDWEST ENGINEERING SERVICES, INC. harmless and indemnify MIDWEST ENGINEERING SERVICES, INC. from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MIDWEST ENGINEERING SERVICES, INC. for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MIDWEST ENGINEERING SERVICES, INC. or otherwise disclosed by the client or utility locator service. MIDWEST ENGINEERING SERVICES, INC. will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions** - Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. of any known or suspected documented or undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC.'s employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC.'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC.'s site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. may, at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MIDWEST ENGINEERING SERVICES, INC.'s work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil's relative to the project. As such, MIDWEST ENGINEERING SERVICES, INC. does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality** - MIDWEST ENGINEERING SERVICES, INC. shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MIDWEST ENGINEERING SERVICES, INC. shall not disclose such information except if such disclosure is required by government statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MIDWEST ENGINEERING SERVICES, INC. against claims or liabilities arising from performance of its services.

**Item 6. Standard of Care** - MIDWEST ENGINEERING SERVICES, INC. will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. will not be responsible for the interpretation by others of data obtained by MIDWEST ENGINEERING SERVICES, INC. for the geotechnical study.

**Item 7. Technical Methodology and Protocol** - MIDWEST ENGINEERING SERVICES, INC. will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to the execution of this agreement.

**Item 8. Limitations of Liability** - The client agrees to limit MIDWEST ENGINEERING SERVICES, INC.'s liability to the client and all parties claiming through the client or otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, allegedly arising from MIDWEST ENGINEERING SERVICES, INC.'s professional acts or errors and omissions, to a sum not to exceed MIDWEST ENGINEERING SERVICES, INC.'s fees for the services performed on the project, provided that such claims are not attributed to MIDWEST ENGINEERING SERVICES, INC.'s gross negligence or intentional misconduct. In this later event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 9. Insurance and Indemnity** - MIDWEST ENGINEERING SERVICES, INC. represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MIDWEST ENGINEERING SERVICES, INC.'s employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MIDWEST ENGINEERING SERVICES, INC. shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. agrees to indemnify the client from and save client harmless against any loss, damage, or liabilities stemming from acts of gross negligence by MIDWEST ENGINEERING SERVICES, INC. Except as expressly set forth in item No. 8 & 9, the client agrees to hold MIDWEST ENGINEERING SERVICES, INC., its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC.'s performance of work.

**Item 10. Modifications** - This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment** - Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. for all services performed prior to and for such termination.

As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land and on the buildings on purchaser's land. The WCLL may be put into effect if such labor and/or materials are not paid for in a timely manner, as declared in the agreement.

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Eric P. Rakers, P.E., City Engineer  
**Date:** February 7, 2013  
**Subject:** Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Matthew Drive Water Tower

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The City received a request from Sprint regarding an upgrade to existing of wireless antennae facilities on the City's Matthew Drive water tower (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by Sprint. As indicated in Sprint's request, funding for these services will be provided by Sprint.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Matthew Drive water tower. Payment for these agreements needs to be received by Sprint prior to the City entering into contract with Dixon Engineering.



## Eric Rakers

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**From:** Judy Schmidt-Lehman  
**Sent:** Wednesday, February 06, 2013 11:52 AM  
**To:** 'Lauren Ortega'; Scott Thoresen  
**Cc:** Adam Kauffman; Eric Rakers; Jennifer Dupont  
**Subject:** RE: ML15AL011: 1725 E. Matthew Drive Sprint Network Vision Upgrade Project

Hello Lauren. I am responding on behalf of Scott Thoresen.

The Dixon proposal for review of the proposed modifications to the Matthew water tower will be placed on the February 11, 2013 Board of Public Works agenda for consideration. If the Board acts to recommend approval of the proposal, it is expected that the recommendation will get on the February 20, 2013 Common Council agenda. Placement of any agenda item on a meeting agenda should not give rise to an expectation that the item will be approved or acted upon at that meeting.

You will be sent a copy of each meeting agenda for your information.

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

Judy

Judith Schmidt-Lehman  
De Pere City Attorney  
[jschmidt-lehman@mail.de-pere.org](mailto:jschmidt-lehman@mail.de-pere.org)

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**From:** Lauren Ortega [mailto:[lauren.ortega@ntpwireless.com](mailto:lauren.ortega@ntpwireless.com)]  
**Sent:** Wednesday, February 06, 2013 10:11 AM  
**To:** Scott Thoresen  
**Cc:** Judy Schmidt-Lehman; Adam Kauffman  
**Subject:** ML15AL011: 1725 E. Matthew Drive Sprint Network Vision Upgrade Project

Scott,

Please consider this email Sprint's formal request for permission to upgrade the equipment it currently has installed on the water tower at 1725 E. Matthew Drive. All upgrades will occur as depicted in the attached construction drawings, within the area Sprint leases from the City of De Pere pursuant to the Tower Lease Agreement dated 7/19/00. I am making this request as an employee of NTP Wireless, Sprint's authorized agent.

Please respond to confirm that Dixon Engineering's Proposal/Contract Agreement for this project will be reviewed by the City of De Pere Board of Public Works on 2/12/13 and the City Council on 2/20/13 for their approval.

Thank you,  
Lauren



**LAUREN M. ORTEGA**  
Solution Specialist, Site Acquisition  
773.275.5712 ext. 160  
4619 N. Ravenswood Ave, Ste. 301  
Chicago, IL 60640

**Proposal/Contract Agreement  
for Antennas**

*(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)*

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for Sprint (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Eight Thousand Three Hundred Fifty dollars **\$8,350**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

<u>Chris Kreiner</u>	<u>02/05/13</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

<u>CONTRACT APPROVED by OWNER</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CO SIGNATURE (if required)</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CONTRACT APPROVED by DIXON OFFICER</u>	<u>EFFECTIVE CONTRACT DATE</u>
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#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

#### 5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

#### 8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

#### 8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

#### 8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

## SCHEDULE A

*(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)*

- I. Initial Site Inspection – Site Walk:
  - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
  
- II. Design and Plan Review:
  - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
  
- III. Site Work for:
  - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
  
  - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

## SCHEDULE B

*(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)*

### I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
  - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
  - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
  - 1. Schedule A, Item III
    - A. (1) Preconstruction Meetings \$850 per meeting
    - B. (6) Installation and Post Inspections \$850 per inspection

### II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.



**SCHEDULE C**

**Antenna Engineering Services Fees**

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Eric P. Rakers, P.E., City Engineer  
**Date:** February 7, 2013  
**Subject:** Consider Engineering Technical Services Regarding an Upgrade to Sprint's Wireless Antennae Facilities on Merrill Street Water Tower

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The City received a request from Sprint regarding an upgrade to existing of wireless antennae facilities on the City's Merrill Street water tower (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by Sprint. As indicated in Sprint's request, funding for these services will be provided by Sprint.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Merrill Street water tower. Payment for these agreements needs to be received by Sprint prior to the City entering into contract with Dixon Engineering.

## Eric Rakers

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**From:** Judy Schmidt-Lehman  
**Sent:** Wednesday, February 06, 2013 11:54 AM  
**To:** 'Lauren Ortega'; Scott Thoresen  
**Cc:** Adam Kauffman; Eric Rakers; Jennifer Dupont  
**Subject:** RE: ML15AL097: 1501 Merrill Street Sprint Network Vision Upgrade Project

Hello Lauren. I am responding on behalf of Scott Thoresen.

The Dixon proposal for review of the proposed modifications to the Merrill water tower will be placed on the February 11, 2013 Board of Public Works agenda for consideration. If the Board acts to recommend approval of the proposal, it is expected that the recommendation will get on the February 20, 2013 Common Council agenda. Placement of any agenda item on a meeting agenda should not give rise to an expectation that the item will be approved or acted upon at that meeting.

You will be sent a copy of each meeting agenda for your information.

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

Judy

Judith Schmidt-Lehman  
De Pere City Attorney  
[jschmidt-lehman@mail.de-pere.org](mailto:jschmidt-lehman@mail.de-pere.org)

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**From:** Lauren Ortega [mailto:[lauren.ortega@ntpwireless.com](mailto:lauren.ortega@ntpwireless.com)]  
**Sent:** Wednesday, February 06, 2013 10:14 AM  
**To:** Scott Thoresen  
**Cc:** Judy Schmidt-Lehman; Adam Kauffman  
**Subject:** ML15AL097: 1501 Merrill Street Sprint Network Vision Upgrade Project

Scott,

Please consider this email Sprint's formal request for permission to upgrade the equipment it currently has installed on the water tower at 1501 Merrill Street. All upgrades will occur as depicted in the attached construction drawings, within the area Sprint leases from the City of De Pere pursuant to the Tower Lease Agreement dated 1/28/02. I am making this request as an employee of NTP Wireless, Sprint's authorized agent.

Please respond to confirm that Dixon Engineering's Proposal/Contract Agreement for this project will be reviewed by the City of De Pere Board of Public Works on 2/12/13 and the City Council on 2/20/13 for their approval.

Thank you,  
Lauren



**LAUREN M. ORTEGA**  
Solution Specialist, Site Acquisition  
773.275.5712 ext. 160  
4619 N. Ravenswood Ave, Ste. 301  
Chicago, IL 60640

**Proposal/Contract Agreement  
for Antennas**

*(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)*

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for Sprint (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Eight Thousand Three Hundred Fifty dollars **\$8,350**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

<u>Chris Kreiner</u>	<u>02/05/13</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

<u>CONTRACT APPROVED by OWNER</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CO SIGNATURE (if required)</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CONTRACT APPROVED by DIXON OFFICER</u>	<u>EFFECTIVE CONTRACT DATE</u>
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#### 4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

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- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
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    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
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  - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

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A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

#### 8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

#### 8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

#### 8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.



## **SCHEDULE A**

*(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)*

- I. Initial Site Inspection – Site Walk:
  - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
  
- II. Design and Plan Review:
  - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
  
- III. Site Work for:
  - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
  
  - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

## SCHEDULE B

*(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)*

### I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
    - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,150.
    - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,250. (Site Walk prerequisite \$1,150)
  - B. Owner shall pay DIXON the following line items times the number of units used:
    - 1. Schedule A, Item III
      - A. (1) Preconstruction Meetings \$850 per meeting
      - B. (6) Installation and Post Inspections \$850 per inspection
- ### II INVOICES
- A. Invoices will be compiled monthly.
  - B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

**SCHEDULE C**

**Antenna Engineering Services Fees**

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works

**From:** Karen Heyrman, P.E., Assistant City Engineer

**Date:** December 3, 2012

**Subject:** Consider Advanced Metering Infrastructure System Project with HD Supply Waterworks, Ltd.

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This item is a follow-up to discussion from the December 10, 2012, Board Meeting. At the meeting, information was presented to the Board recommending the City proceed with negotiations with HD Supply Waterworks, Ltd. to purchase Sensus water meters communication system. Below is a summary of the results and a recommendation.

### DISCUSSION

De Pere partnered with Appleton, Grand Chute, Allouez, Howard, and Bellevue to jointly procure new water meters and the support infrastructure for a complete smart meter system. Appleton served as the procurement lead, with Dave Vaclavik of the CBCWA providing considerable support and coordinating the CBCWA members.

The approach is a joint member system of six water utilities for purchase of the water meter (best volume discount on water meter purchase) with the meter vendor providing the software data management system for the CBCWA group (Allouez, Bellevue, De Pere, and Howard) and the Appleton group (Appleton and Grand Chute).

At this time the best-and-final offer has been negotiated with HD SUPPLY and Sensus, and the next step is the final contract negotiation and purchase. Appleton has approved moving forward with contract review and procurement.

The following bids were received based on the Automated Meter Infrastructure Request for proposals for purchase by each individual municipality as separate procurements.

### De Pere Cost for the Initial Individual Bid (Installed Bid Price):

Badger Meter – Disc Meter	\$2,395,106
Badger Meter – E Series Meter	\$2,810,219
Neptune Meter – Disc Meter	\$2,523,909
Sensus Meter – Disc Meter	\$2,626,027
Sensus Meter – iPERL Meter (recommended option)	\$2,990,906
Itron Meter – Disc Meter	\$2,548,618
Itron Meter – E Series	\$2,963,731

The following is the negotiated bid price based on procurement as a group of six municipalities for water meter purchase and the two groups of municipalities for the software license and hosting services.

De Pere Cost for the Joint CBCWA Bid (Allouez, Bellevue, De Pere, and Howard):

Option with CBCWA Local Data Hosting	\$2,606,140
Sensus Hosted Data for CBCWA municipalities	\$2,607,454

The following is the final price based on the negotiations with HD Supply and Sensus, and is based on the four CBCWA municipalities using the same meters and sharing the software and data hosting services.

Best and Final Bid Price for Sensus for System and Hosted Data by CBCWA:

Option with CBCWA Local Data Hosting	\$2,606,140
System Cost with Sensus Hosted Data Services	\$2,434,078

### SENSUS EXPERIENCE

Sensus is represented by HD SUPPLY Waterworks located in De Pere. HD SUPPLY Waterworks has furnished the water main piping, fittings, valves, hydrants, and other water system supplies for the De Pere reconstruction projects the past 6 years. HD SUPPLY is one of the largest water system suppliers in the United States. De Pere experience with HD SUPPLY has been very good.

There are 250 Sensus Flex Net Systems operating or being installed nationwide using the iPERL or conventional meters. In Wisconsin there are Sensus systems in Oshkosh, Mauston, Tomah, Platteville, Fitchburg, and Rice Lake. Alliant Energy has about 1 million FlexNet electric meters installed in Michigan, Wisconsin, and Iowa.

### SENSUS WATER METERING TECHNOLOGY

The Sensus iPERL water meter is a magnetic flow meter constructed of composite materials containing no lead or brass. EPA requires new meters be lead-free. The iPERL is a magnetic flow meter with electronic flow measurement. There are no moving parts to wear out like the older style paddle meters that De Pere currently uses. The older paddle type water meters are essentially going out of service due to the new meter improvements.

The accuracy of the iPERL meter is warranted for 20 years, and if it loses accuracy will be replaced at no cost. The iPERL meter measures accurately to 1/10<sup>th</sup> of a gallon per minute compared to 1/4 of a gallon per minute for current meters. The iPERL will record about 50 gallons per month additional residential customer water usage (tests conducted by Howard) compared to our present meters. De Pere Water Department achieved similar results over a six month testing period.

The meter battery is warranted for 20 years, with the second 10 years pro-rated.

The iPERL uses an electronic encoded register which provides meter tamper alarms, reverse flow measurement, empty pipe flow, and 45 days of data storage in one hour increments. This system will alert a water leak in a home, a backflow condition due to a water main break, and a cross-connection due to a reverse flow. The electronic sending unit is rated at 2 watts which is a powerful signal for a water meter.

### SENSUS METERING DATA SOFTWARE

The basic data management will be provided by a Sensus central hosting facility. This is a dedicated data management site with security and software maintenance. De Pere will access its data for billing purposes and system management via a secure web site. The hosting will also include maintenance of the radio antenna and base station. The antenna will be on the Merrill Street Water Tower. A base

station will be located nearby on a concrete pad. Sensus warrants that one antenna will read the metering system. If not Sensus must add an antenna at their cost.

The following is the negotiated bid price based on procurement as a group of six municipalities for water meter purchase and the two groups of municipalities for the software license and hosting services as well as data management and software purchases estimated for a 20-year period.

De Pere Cost for the Joint CBCWA Bid (Allouez, Bellevue, De Pere, and Howard):

Option with CBCWA Local Data Hosting	\$3,430,640
Sensus Hosted Data for CBCWA municipalities	\$3,238,078

The annual system hosting cost will be about \$33,500 per year once all of the meters are installed, Vendor hosting eliminates antenna and base station maintenance, the need to replace servers in the future, and the cost associated with future software updates.

#### SENSUS RADIO FREQUENCY

A dedicated radio frequency will be licensed by Sensus to De Pere. Sensus has purchased a frequency for its systems nationwide. This eliminates interference from other radios and allows the use of a 2 watt system. This was one of the significant advantages of the Sensus system.

#### SENSUS METER COSTS

De Pere has purchased several Sensus water meters in the past few years. The following is a comparison of the meter costs as purchased compared to this project bid cost.

<u>Meter Size</u>	<u>De Pere Purchase Cost</u>	<u>Project Bid Cost</u>
1-1/2 inch	\$1,150	\$865
2 inch	\$1,395	\$990
3 inch	\$1,195	\$1,129

#### PROJECT FUNDING

The Sensus metering system is the majority of the project cost. De Pere will install the new water meters over the next four to five years and will do so with current staff. The project cost includes the associated wire and gaskets needed to install the meters and MIUs. The implementation plan will be finalized as the project proceeds.

Funding for this project will come from the wastewater utility and water utility budget over the 4 to 5 years.

The Public Service Commission request for the AMI project approval will be submitted shortly. This request will also include a request to allow for a 20 year meter replacement program for all residential meters.

#### STAFF RECOMMENDATION

Staff is recommending approval to proceed with contract review and procurement with HD SUPPLY Waterworks, Ltd. (including data hosting with Sensus) at an estimated five year cost of \$2,434,078. The goal is to begin water meter installation in June.

# City of De Pere Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Karen Heyrman, P.E., Assistant City Engineer  
**Date:** February 6, 2013  
**Subject:** Consider Engineering Technical Services Regarding AMI Antenna  
Review at the Merrill Street Water Tower by Dixon Engineering

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As part of the advanced metering infrastructure system (AMI) the City will need to install an antenna on the Merrill Street water tower. Attached is a detail of the antenna that is required for the AMI water meter reading system the City is proposing.

Dixon Engineering, Inc. provided a quote to assist the City in review of the antenna attachment. They will review the design completed by the vendor for a cost of \$1,250. The cost for a field review of the installation is \$850 per inspection. One inspection should be sufficient. They will not charge a pre-inspection fee because a recent site review was completed for modifications proposed by another utility with facilities located here.

Staff recommends hiring Dixon Engineering for an estimated cost of \$2,100 to review and inspect the antenna installation at the Merrill Street water tower. Funding will come from the sewer and water utility capital projects accounts for the AMI system.

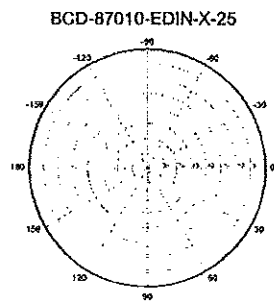
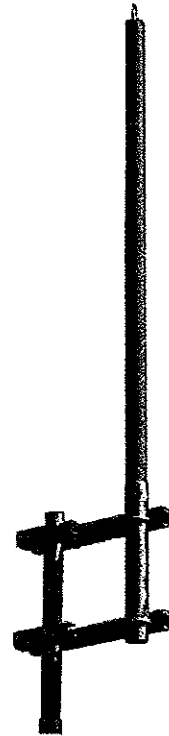
## BCD-87010-EDIN-X-25

V-Pol | Omni | 360° | 10.0 dBd

Replace "X" with desired electrical downtilt.

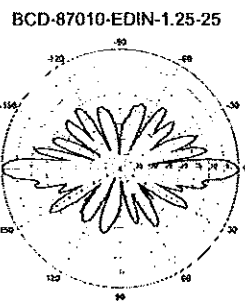
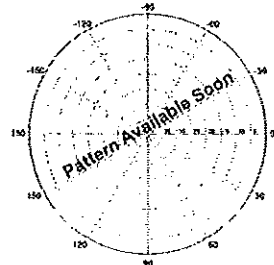
Antenna is available with NE connector(s).  
Replace "EDIN" with "NE" in the model number when ordering.

Electrical Characteristics			
Frequency bands	870-960 MHz		
Polarization	Vertical		
Horizontal beamwidth	360°		
Vertical beamwidth	7°		
Gain	10.0 dBd (12.1 dBi)		
Electrical downtilt (X)	1.25, 3, 4, 5, 6		
Impedance	50Ω		
VSWR	≤ 1.43:1		
Null fill	25% (-12.04 dB)		
Input power	500 W		
Lightning protection	Direct Ground		
Connector(s)	1 Port / EDIN or NE / Female / Bottom		
Mechanical Characteristics			
Dimensions Length x Diameter	3393 x Ø65 mm	134.0 x Ø2.6 in	
Radome length	2893 mm	114.0 in	
Support pipe Length X Diameter	500 x Ø70 mm	19.7 x Ø2.8 in	
Support pipe material	Aluminum alloy		
Weight without mounting brackets	12 kg	27.0 lbs	
Survival wind speed	>201 km/hr	>125 mph	
Wind area	0.22 m²	2.4 ft²	
Wind load @ 161 km/hr (100 mph)	326 N	73 lbf	
Mounting Options	Part Number	Fits Pipe Diameter	Weight
Standard Mounting Bracket Kit	36312000	Ø50-160 mm Ø2.0-6.3 in	8.2 kg 18 lbs
Offset Mounting Bracket Kit	36413001	Ø50-160 mm Ø2.0-6.3 in	7.7 kg 17 lbs
Downtilt Bracket Kit	Antenna cannot be mechanically downtilted		
Inverted Mounting	The BCD-87010-EDIN-X-25 cannot be mounted in an inverted position		
Inverted Models	The inverted model is sold under a different part number: BCD-87010-EDIN-X-25-Invert		



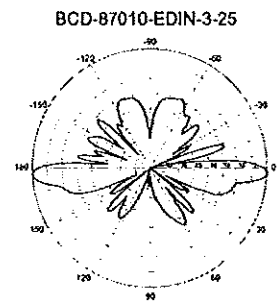
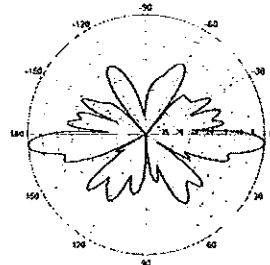
Horizontal

BCD-87010-EDIN-4-25



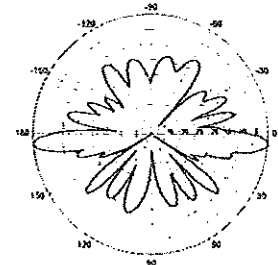
1.25° | Vertical

BCD-87010-EDIN-5-25



3° | Vertical

BCD-87010-EDIN-6-25



Quoted performance parameters are provided to offer typical or range values only and may vary as a result of normal manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to product may be made without notice.



# FlexNet™ Base Station

Transceiver

## Applications

FlexNet Base Stations offer true two-way communications including top- and middle-of-minute (MOM) intervals with:

- Advanced Meter Infrastructure (AMI) - electric, water and gas
- Distribution Automation (DA)
- Demand Response (DR)
- Home Automation Networks (HAN)

## Components

- GPS receiver with 1ms sampling
- Duplexer for single antenna; antenna combiner for multi-unit applications
- Low-noise receiver amplifier (LNA)
- IP-addressable power supply
- Battery charger
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP

## Configurations

Model	S50/S100	D50/D100	T50/T100	Metro
Bandwidth	50 or 100 KHz	50 or 100 KHz	50 or 100 KHz	50 or 100 KHz
Transceivers	One	Two	Three	One
Spectrum	Licensed PCS/MAS	Licensed PCS	Licensed PCS	Licensed PCS/MAS
<b>Receiver Sensitivity (all models)</b>				
Normal	-122 dBm			
1/2 Baud Rate	-125 dBm			
Boost	-132 dBm			
<b>Demodulation (all models)</b>				
Normal Mode	7 FSK, 8 kbps			
C&I Mode	7 FSK, 4 kbps			
Priority Mode	13 FSK, 8 kbps			
Boost Mode	7 FSK, .8 kbps			
Double Density Mode	13 FSK, 16 kbps			
<b>Transmitter</b>				
Output Power	30W/45 dBm	30W/45 dBm	30W/45 dBm	6W/37 dBm
Modulation	2 FSK (5/10 kbps)	2 FSK (5/10 kbps)	2 FSK (5/10 kbps)	2 FSK (5/10 kbps)
Frequency Stability	± 0.05 PPM -30° to +60° C	± 0.05 PPM -30° to +60° C	± 0.05 PPM -30° to +60° C	± 0.05 PPM -30° to +60° C
FCC Type Acceptance	Part 15, 24, 90, 101	Part 15, 24, 90, 101	Part 15, 24, 90, 101	Part 15, 24, 90, 101
<b>Enclosure Options</b>				
	Indoor - Short	Indoor - Tall	Outdoor	Metro
Height	48 in. (122 cm)	84 in. (213 cm)	58 in. (147 cm)	37 in. (94 cm)
Width	24 in. (61 cm)	24 in. (61 cm)	24 in. (61 cm)	24 in. (61 cm)
Depth	28 in. (71 cm)	28 in. (71 cm)	28 in. (71 cm)	23 in. (58 cm)
Max. Capacity	2 transceivers	3 transceivers	2 transceivers	1 transceiver
Voltage	120 VAC	120 VAC	240 VAC	120 VAC

For more information, visit us at [sensus.com](http://sensus.com)

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8601 Six Forks Road, Suite 700  
Raleigh, NC 27615  
1-800-638-3748

**SENSUS**

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works

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

**Date:** February 7, 2013

**Subject:** Discuss the WisDOT STH 32 Study for Main Avenue and Reid Street from 8th Street to 3rd Street.

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The purpose for this item is to update the Board on the status of the STH 32 Study project being completed by the Wisconsin Department of Transportation (WisDOT). WisDOT has hired a consultant, MSA Inc., to complete a design study for STH 32 from 8<sup>th</sup> Street to Third Street. This section of STH 32 includes Main Avenue and Reid Street. MSA has completed data gathering in the corridor and generated several alternatives for discussion. These alternatives were presented to a stakeholders group in January. A public information meeting is planned for some time in March to present information to the public.

Five alternatives, along with the “No Build” alternative have been analyzed. A summary of the five alternatives is as follows:

- No Build - Maintains the existing cross section, turn lanes, and overall geometric configuration without capacity expansion. This alternative was reviewed to provide a baseline for other alternatives.
- Alternative 1 - Maintains the general traffic patterns of the existing configuration, but with necessary added capacity to improve overall operations.
- Alternative 2 - Complete conversion of both Reid Street and Main Avenue to two-way traffic. Also includes converting the block of 3rd Street between Reid and Main to two-way traffic.
- Alternative 3 - Maintains the one-way pair of Main & Reid, while also converting 3rd & 4th Streets to one way traffic. 3rd Street would be one-way northbound, while 4th Street would be one-way southbound.
- Alternative 4 - This alternative is based on the concept included in the De Pere Downtown Master Plan. It maintains the existing one-way pair of Reid & Main for regional through traffic, but allows one lane of counter flow traffic for local access. Eastbound traffic at Main & 3rd Street is only permitted to turn right (south) on 3rd Street and not travel over the bridge. Other changes include splitting the intersection of Reid Street & 3rd Street diagonally from Northeast to Southwest. The south and east legs would be connected, and the north and west legs would be connected. The only allowable cross movement is for eastbound traffic to turn right to travel south. However, access to St. Norbert’s would not be permissible for vehicles making this movement. Also, the existing movement for northbound traffic on 3rd Street to turn left at Main and travel west is also discontinued in favor of the counter flow lane right turn.
- Alternative 5 - This alternative is based on the concept included in the De Pere Downtown Master Plan however will discontinue the reverse flow circulating lane

east of 4th Street. Main Avenue and Reid Street between 3rd Street and 4th Street will operate similar to existing conditions. No significant geometric changes will be done to the intersections of 3rd Street with Main Avenue or Reid Street.

A more detailed discussion of each of these alternatives along with the No Build has been included. Exhibits have been included which show the proposed alternatives. The exhibits included

- Alternatives 1 thru 5
- Overview of converting Third and Fourth Street to One-Way Pair
- Pedestrian Crossing Modifications on Main at Third
- Main and Eighth Street Intersection

**Project ID 4085-32-00**  
**Main Avenue, City of DePere**  
**3<sup>rd</sup> Street – 8<sup>th</sup> Street**  
**STH 32**  
**Brown County**

**No-Build Alternative**

**Description:** Maintains the existing cross section, turn lanes, and overall geometric configuration without capacity expansion. This alternative was reviewed to provide a baseline for other alternatives.

**Volume Patterns:** Along with the east/west split of traffic on Reid and Main, there is also a fairly prevalent split of traffic on 3<sup>rd</sup> Street (northbound) and 4<sup>th</sup> Street (southbound) due to the one-way section of 3<sup>rd</sup> Street between Reid and Main. This forces westbound traffic with a southern destination to use 4<sup>th</sup> Street. The high number of left turns at this location coupled with a significant amount of northbound traffic is beginning to create queuing concerns along Main Avenue. Additionally, the unsignalized intersections of 5<sup>th</sup> Street & 6<sup>th</sup> Street with Main Avenue have enough traffic to degrade operations below LOS C, but likely not enough traffic to warrant traffic signals.

**Traffic Operations:** Operations continue to degrade. Significant concerns include the Main Avenue intersections with 3<sup>rd</sup> and 4<sup>th</sup> Streets, where the east approaches are over capacity, and the south approach volumes continue to see increased delays. Additionally, at the intersection of Reid Street & 3<sup>rd</sup> Street all movements experience capacity and/or undesirable delay. Additional issues include the side street operations for the two stop controlled intersections of Main Avenue with 5<sup>th</sup> and 6<sup>th</sup> Streets.

**Safety:** Currently, the signalized intersections along Reid Street, as well as the Main Avenue intersections with 3<sup>rd</sup> and 6<sup>th</sup> Streets are experiencing the most crashes. With no significant change in geometry or other characteristics, it is expected that crashes would continue similarly to existing rates and patterns.

**Pedestrians:** There are a number of pedestrian crossings throughout the downtown. Most crossings occur at intersections, and most intersections are signalized. However, due to the unique geometry/configurations at the Main Avenue intersections with 3<sup>rd</sup> Street & 6<sup>th</sup> Street, the pedestrian crossings are located in less than desirable locations.

At 3<sup>rd</sup> Street, the pedestrians cross Main Avenue west of the intersection with 3<sup>rd</sup> Street. Northbound traffic on 3<sup>rd</sup> Street at this location is looking east for gaps in traffic, due to the one-way nature of Main Avenue. This could lead northbound left turning vehicles to turn into a

gap in traffic while a pedestrian is in the crosswalk. Additionally, the shadows from the buildings create poor visibility of pedestrians for drivers coming from the east.

At 6<sup>th</sup> Street, the unique convergence of traffic from three directions forces pedestrians crossing the south leg to directly conflict with all three movements. Combined with uncertainty of vehicle right-of-way in this location, and the lack of a marked crossing for the east leg of the intersection creates vulnerability for pedestrians at this location.

**Parking:** There are currently 202 on-street parking stalls in the downtown core of DePere. See the associated parking comparison for how existing compares with the alternatives analysis.

**Access:** There are limited access locations outside of the intersections within the downtown area. While turning vehicles create some delay to through traffic due to the need to slow when making a turn, there is limited conflicting traffic due to the one-way nature of the downtown network. Additionally, the ability to provide two lanes of traffic also helps minimize impacts to through vehicles, particularly during off-peak travel times.

The one-way nature of the downtown network does have limitations in terms of visibility and exposure for businesses in the downtown.

**Practical Feasibility:** Due to the degradation of operations, it is unlikely that the status quo will be an acceptable alternative. This option is provided as a baseline for comparing the potential alternatives.

## **Alternative 1 – Improve Existing Configuration**

**Description:** Maintains the general traffic patterns of the existing configuration, but with necessary added capacity to improve overall operations.

**Volume Patterns:** Volume patterns are similar to the No-Build Alternative. No significant change in traffic patterns is expected with this alternative.

**Traffic Operations:** Additional lanes are required at the intersections of Main Avenue & 4<sup>th</sup> Street, and Reid Street & 3<sup>rd</sup> Street to improve operations to reasonable levels. Additional lanes at the Main Avenue intersections with 5<sup>th</sup> and 6<sup>th</sup> Streets also improve operations, but specific movements are still at LOS E and F. Traffic signal control at these two intersections would improve operations to acceptable levels, but based on peak hour traffic volumes, it is questionable as to whether signals will be warranted or not. Finally, Main Avenue and 3<sup>rd</sup> Street continues to show eastbound traffic is over capacity, despite the fact that this movement is uncontrolled.

**Safety:** It is anticipated that the improvements necessary to provide sufficient operations would be designed with the intent of providing sufficient storage, sight distance, and other appropriate design criteria to improve safety throughout the downtown.

**Pedestrians:** Signalization of the intersection of Main Avenue & 6<sup>th</sup> Street, if warranted, would improve the existing crossings by establishing a more clear right-of-way for vehicles and pedestrians. It would also create a more familiar configuration for all roadway users.

At Main Avenue and 3<sup>rd</sup> Street, it is recommended that the Main Avenue crossing be moved east, before for the northbound left turn lane to improve visibility of the pedestrians and place them in clear sight for vehicles on all approaches. An additional mid-block crossing may be possible between 3<sup>rd</sup> & 4<sup>th</sup> Streets on Main Avenue if this crossing is relocated.

Other pedestrian crossings are generally unchanged.

**Parking:** With this alternative there are 151 on-street parking stalls, a loss of 51. The most significant loss is on the south side of Main Avenue between 3<sup>rd</sup> and 4<sup>th</sup> Streets, due to the need for a westbound left turn lane.

**Access:** Access is generally unchanged from the no-build alternative.

**Practical Feasibility:** While there are losses to parking, generally the proposed layout is feasible. Two outstanding questions are the type of control that may be permitted for the Main Avenue intersections with 5<sup>th</sup> and 6<sup>th</sup> Street (is a signal warranted?), and the need for additional westbound capacity at the intersection of Main Avenue and 3<sup>rd</sup> Street.

## **Alternative 2 – Two-Way Conversion**

**Description:** Complete conversion of both Reid Street and Main Avenue to two-way traffic. Also includes converting the block of 3<sup>rd</sup> Street between Reid and Main to two-way traffic.

**Volume Patterns:** With full traffic movements allowed at all intersections, there is a distinct shift in traffic to Main Avenue for east-west traffic and 3<sup>rd</sup> Street for north-south traffic. Traffic generally migrates away from Reid Street and 4<sup>th</sup> Street.

**Traffic Operations:** Due to the above noted changes in travel patterns, there are significant capacity needs on Main Avenue and on 3<sup>rd</sup> Street. The cross section necessary to accommodate the predicted traffic on Main Avenue leaves virtually no room for sidewalk, as the cross section nearly stretches from building face to building face through the downtown.

Reid Avenue sees a decrease in traffic as well as lane requirements, as a two lane section is acceptable nearly throughout. All intersections within the downtown core are shown as signalized to meet operational requirements.

**Safety:** The loss of existing facilities, including sidewalk raises significant multimodal safety concerns on Main Avenue. Additionally, the conversion to two-way traffic creates a significant increase in the number of conflict points throughout the study area.

Conversely, the reduction in traffic on Reid Street should improve safety for this section of roadway. The smaller cross section and reduced volumes should help to improve conditions on this stretch of roadway.

**Pedestrians:** Signalization of all intersections would improve pedestrian crossings by establishing a more clear right-of-way for vehicles and pedestrians, similar to Alternative 1. However, the bidirectional traffic increases conflicts, and the potential loss of sidewalk is particularly concerning and creates a conflict between maintaining historical resources and conforming with TRANS 75. Additional traffic on 3<sup>rd</sup> Street also impacts St. Norbert's pedestrians, as the campus continues to expand west of 3<sup>rd</sup> Street.

**Parking:** With this alternative there are 107 on-street parking stalls, a loss of 95. The most significant loss is on the Main Avenue between 3<sup>rd</sup> and 4<sup>th</sup> Streets, as well as the south side of Main Avenue between 4<sup>th</sup> and 5<sup>th</sup> Streets due to the expanded cross section required.

**Access:** With the conversion to bidirectional traffic, visibility for businesses is improved, however it is at the expense of parking in the downtown core. Additionally, businesses on Reid Street would see a significant drop in traffic in front of their business. The improved access vs. the loss in parking would need to be weighed by the business community.

**Practical Feasibility:** Due to the wide cross section and difficulty in balancing parking, pedestrian, and business needs this is not seen as a practical alternative. Further discussion of this option is not recommended.

### **Alternative 3 – 3<sup>rd</sup> & 4<sup>th</sup> Street One-Way Pair**

**Description:** Maintains the one-way pair of Main & Reid, while also converting 3<sup>rd</sup> & 4<sup>th</sup> Streets to one way traffic. 3<sup>rd</sup> Street would be one-way northbound, while 4<sup>th</sup> Street would be one-way southbound.

**Volume Patterns:** Shifts all southbound traffic from 3<sup>rd</sup> Street to 4<sup>th</sup> Street and all northbound traffic from 4<sup>th</sup> Street to 3<sup>rd</sup> Street. Overall, traffic is similar to the existing pattern that resembles a one-way pattern, but restrictions force traffic to the one-way system. There are no significant shifts in traffic outside the four-intersection one-way square within the study area.

**Traffic Operations:** With conversion of 3<sup>rd</sup> & 4<sup>th</sup> Street to one-way streets, operations improve for westbound traffic along Main Avenue. The signal at 4<sup>th</sup> Street would likely not be warranted, however the north approach will see very few gaps in westbound traffic. A signalized intersection at 4<sup>th</sup> Street would however increase safety for pedestrian movements. A signal could also be coordinated with the addition of a signal at 3<sup>rd</sup> Street and Main Avenue.

Northbound traffic on 3<sup>rd</sup> Street turning left onto Main Avenue will also see very few gaps in traffic during the peak hours of the day. Long queues extending to Reid Street are anticipated and may warrant a signal at 3<sup>rd</sup> and Main to alleviate congestion.

Reid Street & 3<sup>rd</sup> Street may see significant improvements with this alternative. At issue are three movements that are in direct conflict at this signalized intersection. Additional lanes are needed for the south and east approaches to the intersection, despite the east approach being a right-only movement.

**Safety:** The conversion of 3<sup>rd</sup> Street and 4<sup>th</sup> Street to one-way streets further decreases the number of conflict points in the downtown area. A disadvantage is that certain origin-destination patterns become more circuitous, and add distance and traffic to intersections that would not exist without the restrictions.

**Pedestrians:** The one-way street system also simplifies conflicts for pedestrian crossings. This has potential benefits for St. Norbert's campus in that 3<sup>rd</sup> Street would be one-way northbound. The crossing at Main Avenue and 3<sup>rd</sup> Street is again relocated to improve visibility, and a mid-block crossing could be added between 3<sup>rd</sup> and 4<sup>th</sup> Streets on Main Avenue. Other crossings generally do not change.

**Parking:** With this alternative there are 178 on-street parking stalls, a loss of 24. Main Avenue between 3<sup>rd</sup> and 4<sup>th</sup> Streets again sees the biggest impact of reduced parking. The storage length of the left turn lane can be phased and adjusted as needed however some type of turn lane is needed for peak hour traffic.

**Access:** By converting 3<sup>rd</sup> & 4<sup>th</sup> Street to one-way traffic, there will be impacts to traffic within AND beyond the study area. Residences south of the study area would also be impacted by the restricted movements, depending on how far the one-way pair extends. Much of the land in



this area is owned or used by individuals affiliated with the college, which could limit the amount of disruption that might otherwise be seen. Within the study area, access to the large off-street parking areas would change due to the one-way pair, but striping within the parking area could be adjusted to facilitate more efficient use of the existing space.

**Practical Feasibility:** The preliminary review does not raise any design or other barriers to the feasibility of this alternative. Based on the wider impacts this alternative could create, discussion with City and College officials will be important in determining the feasibility of this alternative going forward.

## **Alternative 4 –Reverse Flow Circulating Lane**

**Description:** This alternative is based on the concept included in the De Pere Downtown Master Plan. It maintains the existing one-way pair of Reid & Main for regional through traffic, but allows one lane of counter flow traffic for local access. Eastbound traffic at Main & 3<sup>rd</sup> Street is only permitted to turn right (south) on 3<sup>rd</sup> Street and not travel over the bridge. Other changes include splitting the intersection of Reid Street & 3<sup>rd</sup> Street diagonally from Northeast to Southwest. The south and east legs would be connected, and the north and west legs would be connected. The only allowable cross movement is for eastbound traffic to turn right to travel south. However, access to St. Norbert's would not be permissible for vehicles making this movement. Also, the existing movement for northbound traffic on 3<sup>rd</sup> Street to turn left at Main and travel west is also discontinued in favor of the counter flow lane right turn.

**Volume Patterns:** Due to the short block length between Reid St & Main Ave, as well as some of the restrictions still in place, modeling does not predict a heavy usage of the counter flow traffic lane. Only those with specific destinations are expected to use the new route. Changes at 3<sup>rd</sup> & Reid have a bigger impact on St. Norbert's traffic, which is forced to 4<sup>th</sup> Street for entering and exiting. The inability to use 3<sup>rd</sup> Street for northbound left turns further exacerbates existing problems at Main and 4<sup>th</sup>.

**Traffic Operations:** Due to the changes in volume patterns, there is considerably more pressure placed on 4<sup>th</sup> Street. Even with the additional capacity shown at Main and 4<sup>th</sup>, operations are marginally acceptable at best. A large amount of northbound right turn traffic creates the need for two right turn lanes on 4<sup>th</sup> Street at Reid Street. The addition of conflicting flows also uses much of the available on-street parking spaces.

The modeling configuration required to show the Main and 3<sup>rd</sup> Street intersection does not allow for operational analysis. The capacity concern still may exist.

**Safety:** A limited use counter flow lane creates a number of potential safety concerns. Not only does it increase the conflict points of all intersections, the usage of the lane is expected to be significantly less than the regional flow of traffic. This may cause roadway users to fail to recognize the conflicts that will exist due to the addition of the counter flow traffic.

**Pedestrians:** As previously noted, the counter flow traffic raises concerns that individuals will not recognize that conflicts exist in both directions. With a majority of traffic traveling in one direction, pedestrians focus will be shifted to one direction, and may create crossing issues as conflicts with opposing traffic will exist.

However, the improvements to pedestrian crossings along 3<sup>rd</sup> Street help separate pedestrian and vehicle movements, but create some concern as to the appropriate place to access the northwest corner of the intersection of Reid Street and 3<sup>rd</sup> Street.

**Parking:** With this alternative there are 30 on-street parking stalls, a loss of 172. The only parking that remains is primarily on the north side of Main Avenue and along 4<sup>th</sup> Street.

**Access:** While visibility of businesses is significantly improved with this option, it eliminates a significant amount of on street parking. Combined with the fact that any turning vehicles (particularly left turns) in the counter flow lane will significantly hamper traffic flow, it is unclear if a significant advantage is provided by this alternative.

**Practical Feasibility:** While the alternative appears to be feasible from a design perspective, the overall benefits versus safety, parking, and access concerns may make this option less desirable.

## **Alternative 5 – Modified Reverse Flow Circulating Lane**

**Description:** This alternative is based on the concept included in the De Pere Downtown Master Plan however will discontinue the reverse flow circulating lane east of 4<sup>th</sup> Street. Main Avenue and Reid Street between 3<sup>rd</sup> Street and 4<sup>th</sup> Street will operate similar to existing conditions. No significant geometric changes will be done to the intersections of 3<sup>rd</sup> Street with Main Avenue or Reid Street.

**Volume Patterns:** Traffic modeling continues to predict lower usage of the counter flow lane, particularly for westbound traffic due to the inability to travel south on 3<sup>rd</sup> Street from the bridge. Only those with specific destinations are expected to use the new route. Additional traffic pressure is expected on 4<sup>th</sup> Street due to the two-way nature of Main Avenue and Reid Street west of 4<sup>th</sup> Street.

**Traffic Operations:** Due to the changes in volume patterns, there is considerably more pressure placed on 4<sup>th</sup> Street. Even with the additional capacity shown at Main and 4<sup>th</sup>, operations are marginally acceptable at best.

A disadvantage is that certain origin-destination patterns become more circuitous. People utilizing the counter-flow lane eastbound will need to carefully navigate the system in order to access the bridge or other destinations to the east. Likewise, there is limited use for the counter-flow lane for westbound traffic and it is expected that traffic patterns will operate similar to existing conditions.

**Safety:** A limited use counter flow lane creates a number of potential safety concerns, which are emphasized by providing counter flow for only specific segments. This creates additional confusion, increases the conflict points of all intersections, and the usage of the lane is expected to be significantly less than the regional flow of traffic. This may cause roadway users to fail to recognize the conflicts that will exist due to the addition of the counter flow traffic.

The discontinuation of the counter flow lane at 4<sup>th</sup> Street raises concerns about signing and enforcement of safe driving. Vehicles using the counter flow lane on Main Avenue heading eastbound will be directly across from westbound right turn lane to go south onto 4<sup>th</sup> Street. The potential for head-on collisions and wrong-way driving greatly increases with this geometric layout.

**Pedestrians:** As previously noted, the counter flow traffic raises concerns that individuals will not recognize that conflicts exist in both directions on certain roadway segments. With a majority of traffic traveling in one direction, pedestrians focus will be shifted to one direction, and may create crossing issues as conflicts with opposing traffic will exist.

**Parking:** With this alternative there are 79 on-street parking stalls, a loss of 123. The largest impact to parking is on Reid Street due to the reverse flow lane.

**Access:** Visibility of businesses is significantly improved with this option; however the counter flow lane is eliminated in the most critical area, the central business district of the corridor, Main Avenue between 3<sup>rd</sup> and 4<sup>th</sup> Street.

**Practical Feasibility:** While the alternative appears to be feasible from a design perspective, the overall benefits versus safety, parking, and access concerns also make this option less desirable.

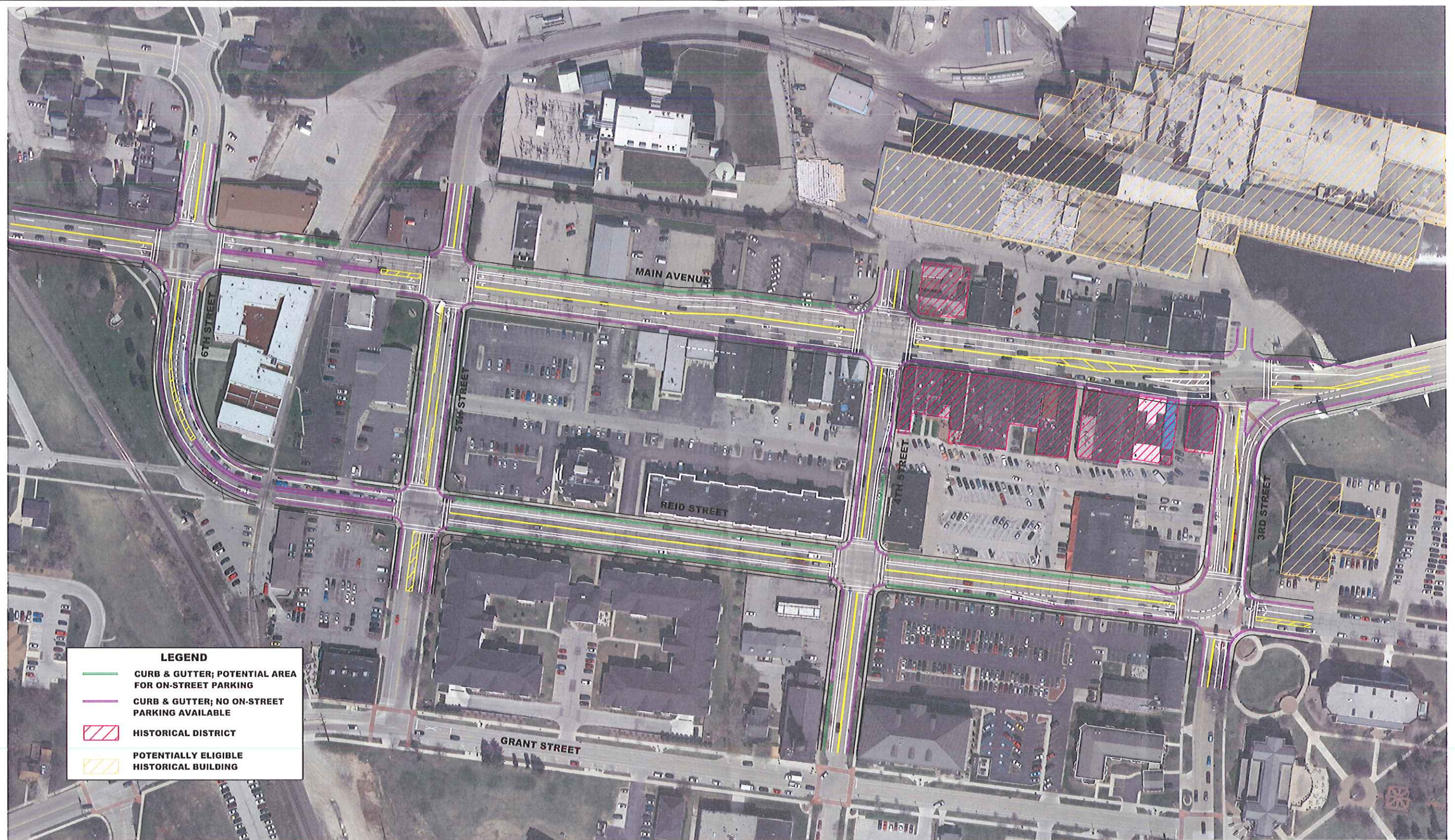


LEGEND	
	CURB & GUTTER; POTENTIAL AREA FOR ON-STREET PARKING
	CURB & GUTTER; NO ON-STREET PARKING AVAILABLE
	HISTORICAL DISTRICT
	POTENTIALLY ELIGIBLE HISTORICAL BUILDING



### ALTERNATIVE 1 - IMPROVE EXISTING CONFIGURATION





**LEGEND**

- CURB & GUTTER; POTENTIAL AREA FOR ON-STREET PARKING
- CURB & GUTTER; NO ON-STREET PARKING AVAILABLE
- HISTORICAL DISTRICT
- POTENTIALLY ELIGIBLE HISTORICAL BUILDING



### ALTERNATIVE 2 - TWO WAY CONVERSION





**LEGEND**

-  CURB & GUTTER; POTENTIAL AREA FOR ON-STREET PARKING
-  CURB & GUTTER; NO ON-STREET PARKING AVAILABLE
-  HISTORICAL DISTRICT
-  POTENTIALLY ELIGIBLE HISTORICAL BUILDING



**ALTERNATIVE 3 - 3RD & 4TH STREET ONE-WAY PAIR**







**LEGEND**

-  CURB & GUTTER; POTENTIAL AREA FOR ON-STREET PARKING
-  CURB & GUTTER; NO ON-STREET PARKING AVAILABLE
-  HISTORICAL DISTRICT
-  POTENTIALLY ELIGIBLE HISTORICAL BUILDING



**ALTERNATIVE 4 - REVERSE FLOW CIRCULATING LANE**

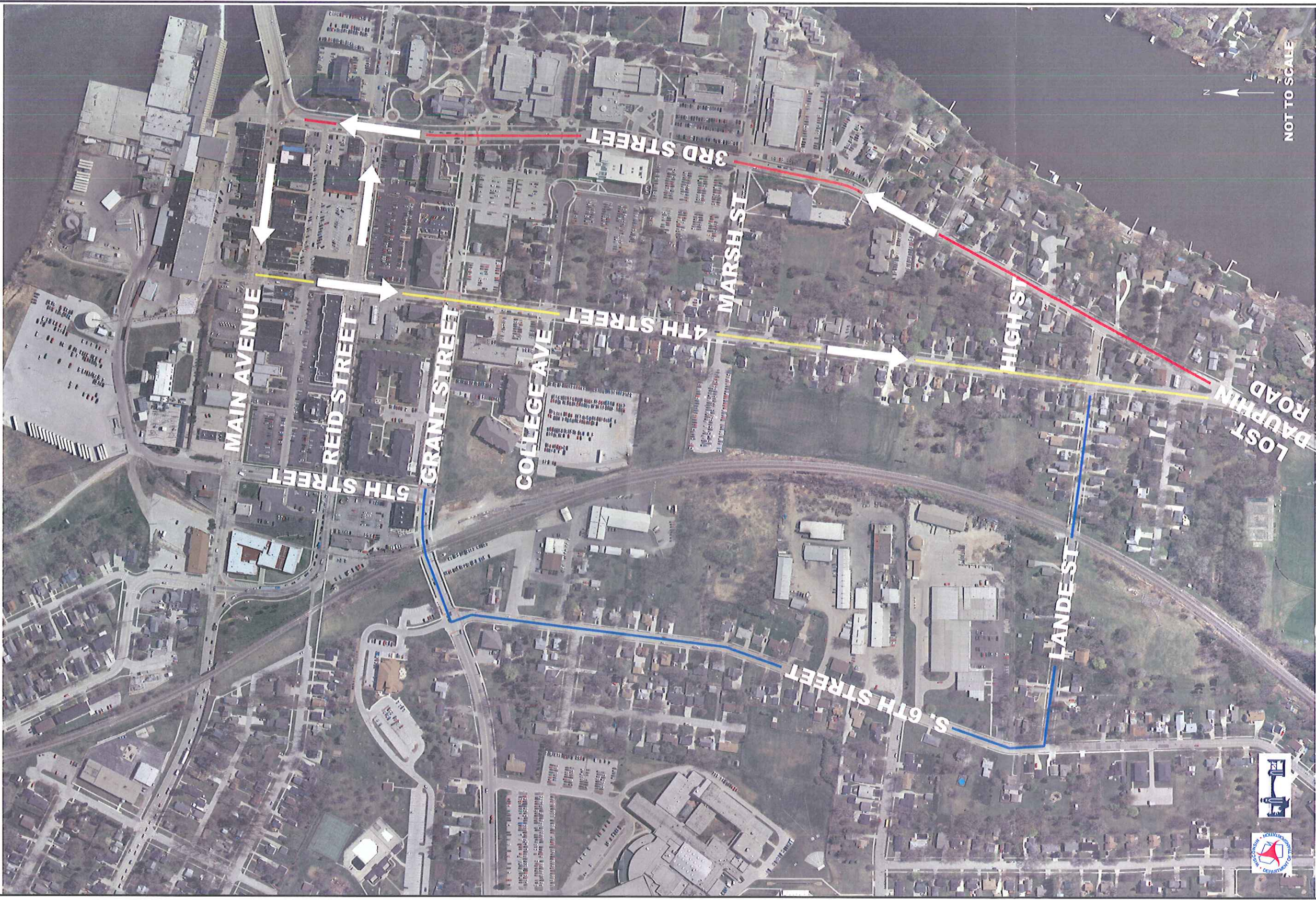


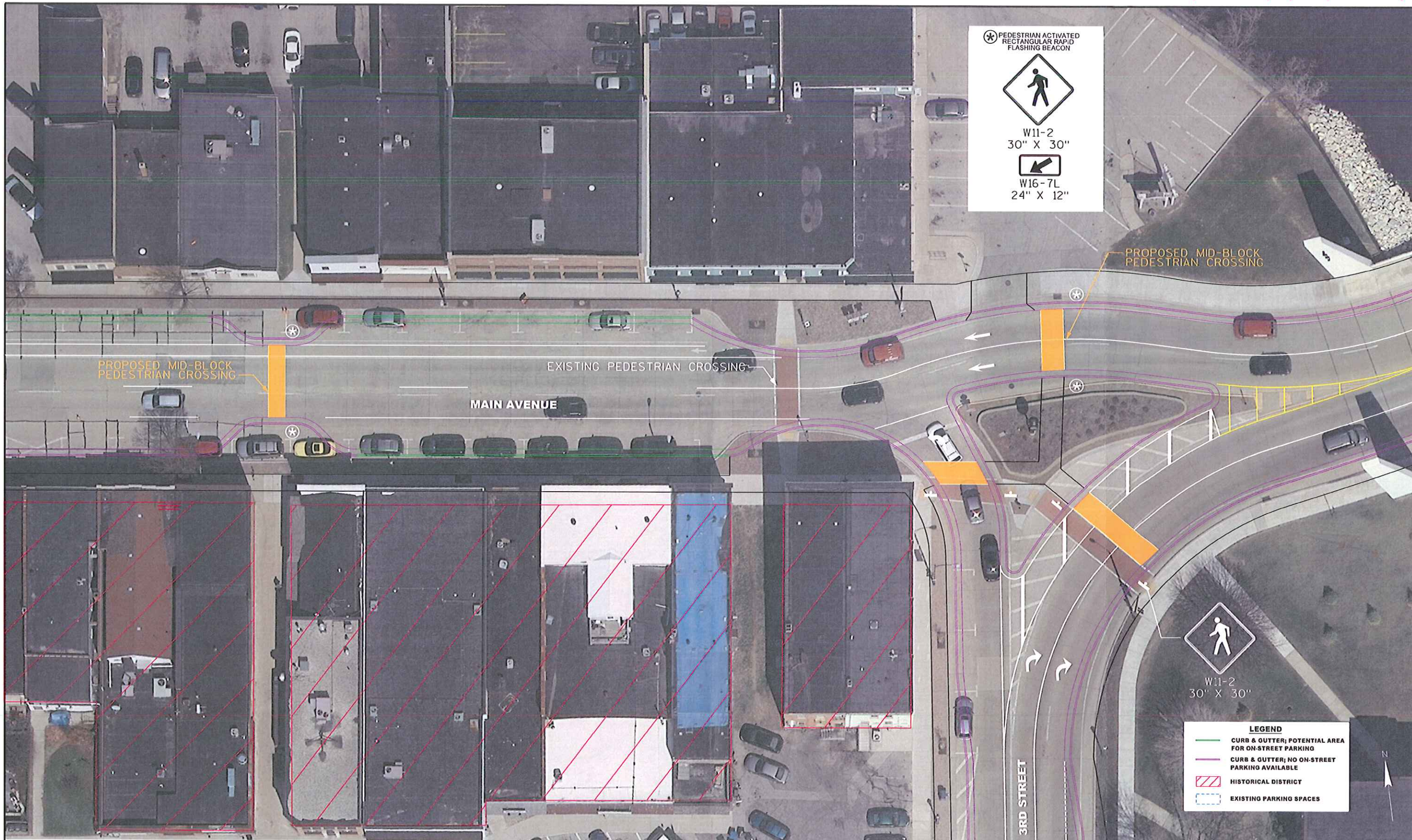


**ALTERNATIVE 5 - MODIFIED REVERSE FLOW CIRCULATING LANE**

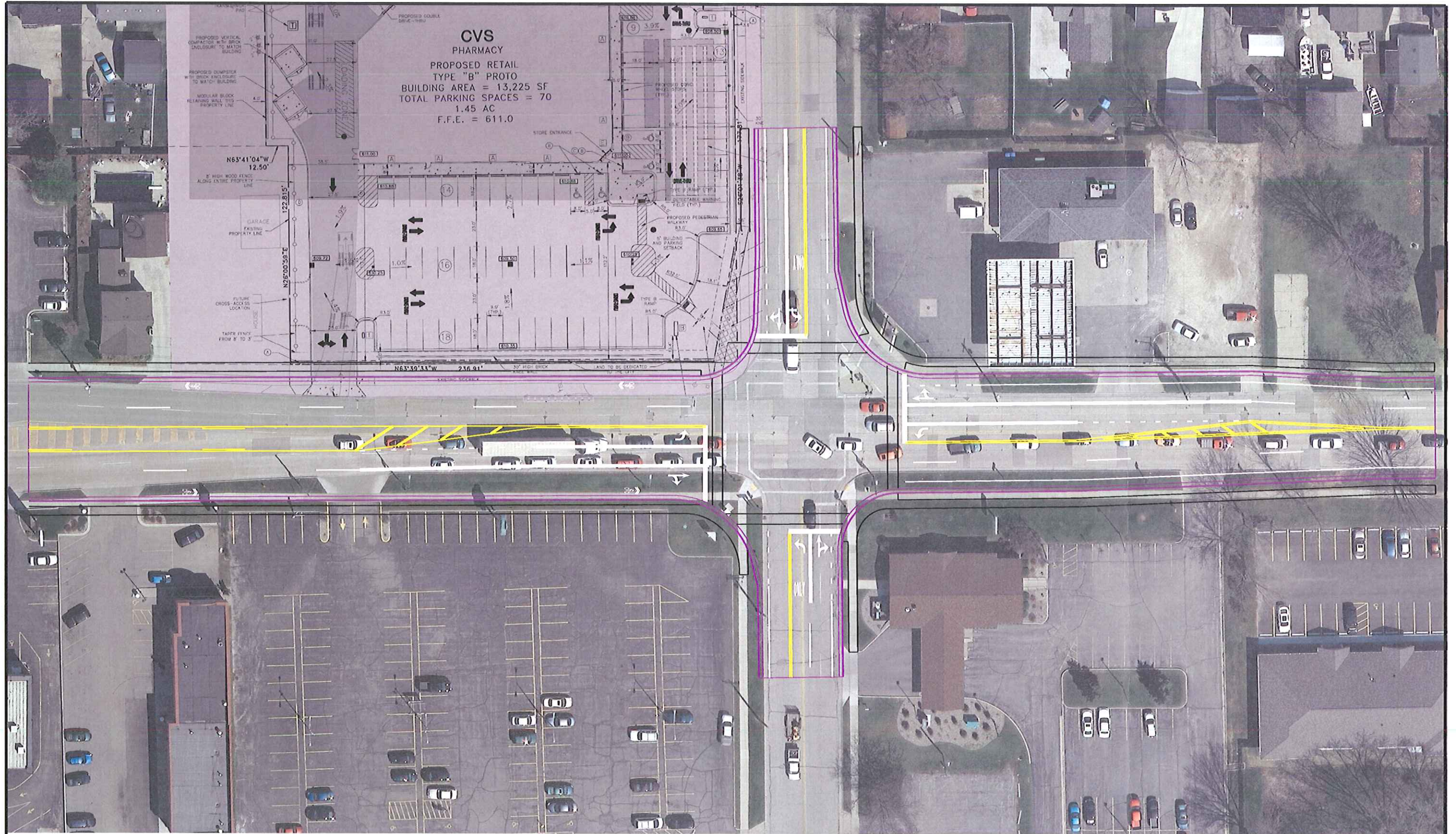


# ALTERNATIVE 3 - 3RD & 4TH STREET ONE-WAY PAIRS NORTH/SOUTH ROUTES





# MAIN AVENUE PEDESTRIAN CROSSINGS



**8TH STREET & MAIN AVENUE PROPOSED TRAFFIC SIGNAL ALTERNATIVE**

NOT TO SCALE

