

**MINUTES (Partial)
PUBLIC WORK'S COMMITTEE MEETING
Thursday, April 16, 2015
7:00 A.M., Allouez Village Hall**

Present: Randy Gast, Jim Genrich, Jim Rafter, Rick King.

Excused: Lynn Green

Also Present: Brad Lange, Craig Berndt, Becky Nyberg, Jim O'Rourke,

The meeting was called to order at 7:00 am by Chairman Gast.

1. **MODIFY/ADOPT AGENDA**

Motion to adopt the agenda with moving Item 5 to 2.a by Gast, second by Genrich. Motion carried.

2. **APPROVE MINUTES from the March 12th Meeting.**

Motion to approve the March 12, 2015 minutes by King, second by Genrich. Motion carried.

OLD BUSINESS:

3. **DISCUSSION/ACTION: PAVEMENT MARKING CONTRACT WITH GREEN BAY (DPW Berndt).**

The pavement marking contract has been reviewed and approved by Village Counsel and the Village's insurance carrier has added Green Bay as additional insured for this work. It is recommended that the Village Board proceed with this contract for this service.

Motion by King, second by Rafter to recommend to the Village Board to approve the contract with Green Bay for paving marking services. Motion carried.

NEW BUSINESS:

4. **DISCUSSION/ACTION: RIVERSIDE DRIVE PROJECT SIDEWALK AND BIKE FACILITIES PROJECT (DPW Berndt).**

WisDOT has requested Village input on whether the Village wishes to continue to consider sidewalk and biking facilities on the Riverside Drive project. This was discussed and the recommendation to the Village Board is to reply to WisDOT with the attached letter regarding continuing to proceed with bike and pedestrian facilities subject to certain conditions.

Motion by Gast, second by Rafter to send a letter to WisDOT to express continued Village interest in pedestrian and biking facilities for the

**Riverside Drive project subject to final design/cost/and other factors.
Motion carried.**

5. DISCUSSION/ACTION: PURCHASE OF STREET DEPT SMALL HAUL TRUCK (DPW Berndt).

This is a budgeted purchase for 2015 to replace the Street Department small haul truck (leaves/brush/scrap metal/bulk waste/etc). This is a truck on the lot with rustproofing, diesel engine, box with sides, and other needed features. Diesel is recommended due to long service life and economy. Safety lights will be added by our garage at an added cost of about \$800. The budgeted cost is \$65,000 less a trade value of \$5,000.

Motion by Gast, second by Genrich to recommend to the Village Board to proceed with the purchase of a Chevrolet 3500 diesel truck at a cost of \$41,882 to replace the Street Department small haul truck. Motion carried.

DISCUSSION:

6. ADJOURNMENT

Motion to adjourn at 7:58 am by Genrich, second by King. Motion carried.

For information only

Craig Berndt

From: Nyberg, Rebecca L. <Nyberg_RL@co.brown.wi.us>
Sent: Friday, March 13, 2015 10:02 AM
Subject: meeting notice and notes FINAL

Here is the final version of the notes!

Allouez Walks and Bikes!

Next meeting:

Tuesday April 14, 2015
Allouez Village Hall
8 to 9:30 am

Notes from meeting 03/10/2015

Attending:

Brad Lange, Chris Clark, Melinda Morella, Jim O'Rourke, Roger Retzlaff, Trevor Fuller, Romeo Raabe, Anneliese Waggoner, Jim Genrich and Rebecca Nyberg

172 path:

The village was able to get 6 bids for the path and the one accepted came in about \$60,000 less than the lowest bid from last fall. They will be able to complete the path close to the original budgeted amount. Now the Village staff are waiting on WisDOT paperwork. It is hoped that the project will be completed by September 2015! This path will connect to the sidewalk on Webster and it is hoped when Webster is rebuilt the bicycle and pedestrian network can be better connected across the Village. You have to start somewhere and build from there.

SRTS update:

The Public Works staff have been working on some preliminary engineering plans for the different phases of the project starting with the construction of the sidewalk on Brookridge and Woodrow Way. The findings will be brought to the next Public Works Committee meeting. They also plan to meet with neighbors directly affected by the sidewalk before the plans are completed. It will take at least a year for all the project designs to be done and approved by WisDOT before any of the actual work begins. Melinda with Live54218 said she was contacted by the Green Bay School District to help them with Walking School Bus projects at some of the schools. She was going to suggest that Webster School be included as soon as the infrastructure improvements are finished.

Bike/Ped plan for the Village:

Trevor and Rodger are working with the Allouez Planning Commission to start the process to update the current SRTS, Bicycle and Pedestrian Plan from 2012. The Planning Commission will discuss it at the next meeting and send the idea to the Village Board for approval. Once approved, they will form an ad hoc committee to work on the new plan. If you are interested in joining the committee, please send an e-mail to Trevor at trevorfuller@villageofallouez.com. The meetings will be in the early evening to accommodate residents who work earlier in the day.

Riverside Drive Plans:

Still moving forward. Jim O'Rourke showed us some ideas he had on how to connect the planned sidewalk on the west side of Riverside Drive more directly to the Fox River Trail in areas where the trail is very close to the road. He also feels that this can be used as a "pedestrian byway" for Riverside Drive. He has also shared his ideas with WisDOT. If interested in seeing Jim's plan e-mail him at: ask4jim@aol.com

Clearing snow from FRT in winter:

Chris Clark (Allouez Parks) and Matt Kriese (Brown County Parks) have begun talking about the possibility of clearing the FRT in Allouez in the winter. There are lots of details to be worked out... but they are moving along to see if this can be a joint process of some kind to benefit both Brown County and the Village. To be continued....

Corridor study meeting:

The Village of Allouez has a Webster Av/ Riverside Drive Corridor study going on right now. This study is not looking at the roadway but rather the land around these two roadways and what kind of development is there now and what should be encouraged in the future. If you want to see what they are up to and have a say in this process, you can attend the next public meeting on March 19, 2015 from 5 to 7 pm at the Village Hall. Click this link for information at the Village webpage: <http://www.villageofallouez.com/2015/03/future-allouez/>

Rebecca Nyberg, CHES
Brown and Marinette County WWWP Coordinator
PO Box 23600
Green Bay WI 54305-3600
920-448-6438
Fax 920-448-6449

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Memo

To: Village Board
Fr: Craig Berndt
Re: Agreement with Green Bay Public Works for Pavement Marking
Date: April 21, 2015

Attached is a proposed agreement between the city of Green Bay and the village of Allouez for pavement marking of village streets. It is proposed that the village proceed with this agreement for future centerline pavement marking. In the past the pavement marking was provided by the Brown County Highway Department. The cost of this service has been in the \$4,000 cost range.

The reasons for this change include:

1. The Brown County Highway department has proposed an agreement to the local municipal DPW's which agreement includes several provisions that would require negotiation including the indemnification clause. As a group the DPW's feel that this is a time consuming task and are not recommending proceeding with the BC agreement.
2. The city of Green Bay Public Works Department has offered this service to the local municipalities. At least a couple are now proceeding with Green Bay.
3. The attached agreement describes the service and both Allouez legal counsel and insurance company have approved the agreement.
4. The cost for the Green Bay paving marking is estimated to be \$1,000 or more lower in annual cost.
5. The pavement marking by Green Bay will be done in a continuous 2-day period that will be a firm date (subject to rain) whereas BC would use this as fill-in work of a couple hours at a time. This is not as efficient and results in increased cost.

This appears to be a good path forward for the village of Allouez, and continues to build the working relationships between the municipal public works departments.

INTERGOVERNMENTAL AGREEMENT FOR PAVEMENT MARKING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, ____, pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between the parties, the Village of Allouez (hereinafter "ALLOUEZ"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin.

WITNESSETH

WHEREAS, the parties are interested in creating a contractual relationship to paint traffic control pavement markings within the corporate limits of ALLOUEZ;

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

1. GREEN BAY to provide service: On an annual basis, upon written request from ALLOUEZ, GREEN BAY shall, at a time convenient to the scheduling of its Public Works Department, provide to ALLOUEZ, GREEN BAY'S street line striping machine, a trained operator of such machine, and such other equipment and supplies or personnel as is necessary to paint center lines, edge lines, and lane separation lines within the corporate limits of ALLOUEZ. It is the intent of GREEN BAY to only paint longitudinal pavement markings with its long-line pavement marking machine. GREEN BAY will not paint transverse pavement markings, such as STOP bars, crosswalks, and symbols due to the need for a different machine, and the need for additional labor and traffic control measures.

2. Staffing and Equipment: GREEN BAY will supply one trained paint machine operator, one long-line striping machine, one follow (shadow) vehicle with arrow board, and one driver for the shadow vehicle. The parties may modify the terms of this Section 2 by written agreement between said parties.

3. Costs and invoicing: All costs and invoicing rates paid by ALLOUEZ shall be at the rate for the current Fiscal Year. Rates are subject to change annually based on the annual invoicing rates approved by the GREEN BAY City Council. GREEN BAY will notify ALLOUEZ of annual rate changes, and invoice ALLOUEZ at the applicable annual rate.

GREEN BAY shall invoice ALLOUEZ at the current rate for use of the striping machine and shadow vehicle for time spent traveling to or returning from

an ALLOUEZ work site, and when being used for painting activities. No charge will be assessed for time when painting is not possible due to weather conditions or during equipment breakdowns.

GREEN BAY will invoice ALLOUEZ at the current rate for each striping machine operator and laborer. The hours for such personnel shall be calculated on the basis of hours actually worked on the line striping process and for travel time between the work station in GREEN BAY and work site in ALLOUEZ. An administrative overhead rate will be applied to the total for each year's invoice. The overhead rate is currently set at \$20.

ALLOUEZ will supply, at its cost, the paint and glass beads necessary for the line striping activity. ALLOUEZ has the option to purchase paint and glass beads from GREEN BAY upon express agreement by both parties. GREEN BAY will invoice ALLOUEZ for the actual material costs including delivery charges if ALLOUEZ purchases materials from GREEN BAY.

4. ALLOUEZ to supervise. An employee of ALLOUEZ shall be present and shall supervise any and all striping activities under this Agreement. GREEN BAY employees, while undertaking line painting activities under this Agreement, shall be under the direct supervision and control of the ALLOUEZ employee. It shall also be the responsibility of ALLOUEZ to direct and clear traffic as may be required for the striping activity.

5. Insurance: ALLOUEZ shall maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury, and it shall name GREEN BAY as an additional insured for and during such time as employees of GREEN BAY are acting under the supervision of employees of ALLOUEZ and are engaged in line striping activities as contemplated by this Agreement. It is understood that during travel to and from ALLOUEZ as stated in paragraph 2, above, ALLOUEZ shall not provide coverage for GREEN BAY personnel or machinery, but it shall be the responsibility of GREEN BAY to manage the risk of such transportation in the manner they choose. Both parties agree to maintain workers compensation insurance coverage and be responsible for any job-related injury occurring to individuals while performing work for the entity responsible under this Agreement.

6. Indemnification. ALLOUEZ shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of ALLOUEZ or of anyone acting under its direction or control

or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. This indemnity provision shall survive the termination of the Agreement.

7. Scheduling of services: GREEN BAY will make all reasonable and deliberate effort to perform under this Agreement but enters this Agreement with ALLOUEZ under the understanding that the line striping activities within the corporate limits of GREEN BAY take priority. Therefore, if due to striping machine breakdown, adverse weather conditions, or other reason beyond the reasonable control of GREEN BAY, performance under this Agreement is made impractical, GREEN BAY shall be excused from performance hereunder.

8. Equipment maintenance: GREEN BAY shall pay the cost of any required maintenance or breakdown which may occur to the line striping machine or any other equipment supplied by GREEN BAY in the performance of this Agreement unless such breakdown is caused by the negligence of ALLOUEZ employees or road surface conditions.

9. Term and renewal of Agreement: The term of this Agreement shall be for an initial five (5) year period beginning _____, 2015 and ending _____, 2020, with the option to renew for an additional three (3), five-year (5) terms. On an annual basis, GREEN BAY shall provide notice to ALLOUEZ of the current rate for that applicable year, prior to the commencement of work & services under the terms of the Agreement.

10. Termination of Agreement: Either party may terminate this Agreement with or without cause upon a five (5) business day written notice to the other party.

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

VILLAGE OF ALLOUEZ

Public Works Director
Public Works Department
1900 Libal Street
Green Bay, WI 54301
(920) 448-2800

CITY OF GREEN BAY

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

12. Miscellaneous:

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

SIGNATURES TO FOLLOW

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

VILLAGE OF ALLOUEZ

, Village President

Debbie Baenen, Clerk-Treasurer

CITY OF GREEN BAY

James J. Schmitt, Mayor

Kris Teske, Clerk

Memo

To: Village Board
Fr: Craig Berndt
Re: WisDOT Request Regarding Pedestrian Facilities on Riverside Drive
Date: April 16, 2015

WisDOT has requested feedback from the Village of Allouez regarding continuing to include pedestrian sidewalk and bicycle lanes in the Riverside Drive Hwy 57 project.

It is believed this is mainly in regard to the proposed state budget reductions, and may also be a result of resident concerns early in the project planning about widening Riverside Drive. This would have been prior to the development of the recommended roadway layout and route. The proposed route in the residential area south of and near Allouez Avenue remains at the same west curb line as at present.

WisDOT has asked the Village to confirm that it wishes to continue to consider pedestrian and biking facilities as part of the project—subject to the design and cost impacts as the design is developed. The Village will retain the right to request removing these facilities from the project should it so desire in the future.

It is believed that the proposed design of sidewalk and biking facilities will be defined in the next few weeks for review and input by the Village.



Allouez Village Hall • 1900 Libal Street • Green Bay, WI 54301-2453 • (920) 448-2800 • Fax (920) 448-2850
www.villageofallouez.com

April 21, 2015

Andrew Fulcer, P.E.
Brown County Project Manager
WisDOT – NE Region
Wisconsin Department of Transportation
944 Vanderperren Way
Green Bay, WI 54304

RE: Sidewalk and Bicycle Facilities
Riverside Drive HWY 57 Project

Dear Andrew;

This correspondence is in regard to the provision for bicycle and pedestrian facilities included as part of the Riverside Drive HWY 57 WisDOT project.

At the beginning of the planning phase of the Riverside Drive project the Village of Allouez submitted to WisDOT a bicycle route and pedestrian sidewalk concept plan which represented a minimum scope of these facilities on Riverside Drive. This concept plan was developed by the Public Works Committee and approved by the Village Board with the intent of encouraging consideration for these facilities in the project.

The Village of Allouez wishes to continue inclusion of sidewalk and bicycle facilities in this project subject to further design and cost information provided by WisDOT as the project continues to move forward. The Village retains the right to provide input on the design, requires WisDOT to minimize negative impacts of the project on residential properties, and encourages WisDOT to evaluate alternative design approaches to accomplish the project goals and objectives.

Please feel free to contact the Village should you have questions or wish further information.

Sincerely,

Village President

Memo

To: Village Board
Fr: Craig Berndt
Re: Street Dept Small Haul Truck Purchase
Date: April 9, 2015

The 2015 budget for the Public Works Street Department includes purchase of a small haul truck to replace the current small truck. The budget was for \$65,000 with a \$5,000 trade-in or sale of the used truck.

In evaluation of the truck options and purchase cost, a conventional model 3500 Chevy or Ford truck with a box would be suitable and more cost-effective than the previous Iveco diesel truck. However, the new truck should also be a diesel engine because of the longer service life and lower maintenance cost.

Attached are the notes from the quotations.

A Chevrolet 3500 with a Duramax diesel engine is available on the lot at Gandrud for a cost of \$41,882. This is the only diesel truck available in the area, and it is lower cost than ordering. There will be up to \$1,000 of additional cost as we need to add safety lighting.

It is recommended to purchase this Chevrolet 3500 diesel as the best fit for usage and cost. The diesel option is best due to lower maintenance costs. This vehicle is on the Gandrud lot and could be sold at any time.

2015 Grandun Chevrolet \$ 41,882 56 } Recommended
 3500 DURAMAX Diesel (can get now) } Truck
ALLISON TRANS
MANROE Dump Body
w/ BOARDS

Broadway Ford 38,424
 2015 FORD F 350 GAS + 400 BOARDS
MANROE Dump Body \$ 38,824 (Gas engine)

2015 F 350 Diesel 45,953
WILL BE 2016 possibly + 400 BOARDS
w/ 900⁰⁰ ADD \$ 46,353

Broadway Chev
 2015 3500 GAS 37,898
w/ MANROE Dump Body + 400 BOARDS
GAS = \$ 38,298
CHRY 3500 Diesel 38,298
 + 7529 ADD
DIESEL = \$ 45,827