

AGENDA
PUBLIC WORK'S COMMITTEE MEETING
Wednesday, June 12th, 2019
5:30 P.M., Allouez Village Hall

NOTICE IS HEREBY GIVEN THAT ACTION BY THE COMMITTEE MAY BE TAKEN ON ANY OF THE ITEMS WHICH ARE DESCRIBED IN THIS AGENDA. ACTION TAKEN WOULD BE TO MAKE RECOMMENDATIONS TO VILLAGE BOARD FOR THEIR APPROVAL

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES from the May 15th, 2019 meeting
3. PUBLIC APPEARANCES

NEW BUSINESS:

4. DISCUSSION/ACTION: RIVERSIDE DRIVE (HWY 57) CROSSWALK AT HWY 172 (DPW Gehin).
5. DISCUSSION/ACTION: INTERMUNICIPAL AGREEMENT FOR THE SHARING OF EQUIPMENT AND SERVICES (DPW Gehin).
6. DISCUSSION/ACTION: WDOT SURFACE TRANSPORTATION BLOCK GRANT APPLICATION FOR LIBAL STREET (Gehin).

DISCUSSION/REPORT:

7. DISCUSSION: 2019 STREET RECONSTRUCTION UPDATE (DPW Gehin).
8. ADJOURNMENT

NOTE: It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above noticed meeting to gather information; no action will be taken by any governmental body at the above noticed meeting other than the governmental body specifically referred to above in this notice.

May 15, 2019 (Public Works Comm Mtg)

PUBLIC WORK'S COMMITTEE MEETING
Wednesday, May 15th, 2019
5:30 P.M., Allouez Village Hall

Genrich called the meeting to order at 5:30 p.m.

Present: Rafter, Beyler, King, Genrich

Also Present: Gehin, Lange, Cegelski (Street Foreman), Lamine (Mechanic)

Excused: Green

MODIFY/ADOPT AGENDA

Rafter / King moved to adopt the agenda as presented. Motion carried.

APPROVE MINUTES FROM APRIL 10TH MEETING

Rafter / Beyler moved to approve minutes dated April 10, 2019. Motion carried.

ELECT COMMITTEE CHAIRPERSON

King / Beyler moved to nominate and elect Green as Chairperson. Motion carried.

PUBLIC APPEARANCES

- none

NULUND GROUP/DAIRY QUEEN SANITARY SEWER AGREEMENT AMENDMENT

Gehin

- An Agreement dated July 16, 1969 setting out circumstances and locations where the City of De Pere and Village of Allouez could connect to the other's locally owned sewer for purposes of collection and treatment of sewage.
- The City and Village have identified a need to amend the Agreement to allow for City connection to Village's locally owned sewer in an area in which it is economically impractical for the City to provide its own locally owned sewer (owner plans to subdivide and build a commercial property west of Dairy Queen).

Discussion:

- Past problems with the sanitary sewer in that area. Plan is to repair it this year.
- Agreement has been review by Village Attorney

Rafter / Beyler moved to recommend the Village Board approve the Amended Agreement between the City of DePere, the Town (now Village) of Allouez and

the Green Bay Metropolitan Sewerage District regarding Connection to Facilities. Motion carried.

PURCHASE OF MULTI-PURPOSE TRUCK CHASSIS

Gehin, Lamine and Cegelski

- Village is in the process of purchasing a multi-use truck to be used for snowplowing and hauling of materials in the summer. The truck would replace 2 trucks currently in operation.
- Three quotes each were received for the truck chassis and the truck equipment with low bids totaling \$197,176.
- Spreadsheet was provided outlining the costs
- Equipment Replacement Plan included \$175,000 to replace truck #55 which did not account for a trade-in value. Sale price for the 2 trucks is estimated to be between \$30,000 and 35,000

King / Beyler moved to recommend the Village Board approve purchase of truck chassis from low bidder Quality Truck Care Center, Inc in the amount of \$99,116 and the truck equipment from low bidder Truck Equipment Inc in the amount of \$98,060. Motion carried.

2019 STREET RECONSTRUCTION CONSTRUCTION INSPECTION AND STAKING SERVICES

Gehin

- Recently sent out RFP's and received 5 proposals from consultants for the construction inspections and staking of this year's Street Reconstruction Projects.
- Reviewed and put together a spreadsheet of proposals received
- Recommendations were based on Contractor's anticipated schedule and cost

Beyler / King moved to recommend to the Village Board approval of JT Engineering for construction inspection of project AL-2019-01 at a cost of \$70,650 and Robert E. Lee for construction inspection of project AL-2019-02 at a cost of \$67,500 and construction staking for both projects at a cost of \$38,200. Motion carried.

DOTY ELEMENTARY SRTS PROFESSIONAL SERVICES CONTRACT

Gehin

- In January, the Village Board accepted a DOT Grant for the Doty SRTS sidewalk project.
- Working with Consultant, JT Engineering to put together project scope and cost.
- This is an 80 / 20 cost sharing grant up to \$468,424
- WDOT funding also includes the design phase of the project

Beyler / King moved to recommend the Village Board approve the Engineering Services Contract between the Wisconsin Department of

Transportation, Village of Allouez and JT Engineering, Inc. for Doty Elementary Safe Routes to School Project. Motion carried.

WDOT SURFACE TRANSPORTATION BLOCK GRANT APPLICATION FOR LIBAL STREET

Gehin

- Requested this item be tabled as he hasn't had time to work on the Surface Transportation Block Grant application. 80/20 cost share grant.
- Was made aware of WDOT funding available for the design of Libal Street.

Beyler / Rafter moved to table to next meeting. Motion carried.

RECYCLING PROGRAM ANNUAL REPORT TO WDNR

Report fulfills the mandatory annual reporting requirement for continued approval of our recycling program and retention of the DNR recycling grant.

Gehin

- Explained the report summarizes the amount of recycling we dispose of, how it is collected, the cost to collect and dispose of, the collection of brush and yardwaste, complaints received, warning tags provided to residents of the village and any mishandling of recyclables.

Discussion only, no action required.

BRUSH COLLECTION AND DISPOSAL

Lange

- The project the Continuous Improvement Group has been working on is how we dispose of brush that is collected at the street and how to do it more feasibly.

Discussion:

- Past practices (brought to Le Brun, tub grinding, direct haul).
- Group is working on finding the most efficient method.
- Sticking to collection schedule to reduce cost and avoid conflicts.
- How to educate residents on what brush and yardwaste are and the need to separate them for collection.
- Creating a more efficient process saves money and allows us to retain services.

Discussion only, no action required.

BETHEL BAPTIST PROFESSIONAL SERVICES

Gehin

- The Village was awarded a DNR Stormwater Grant in the amount of \$135,000 for the design and construction of the Bethel Baptist Stormwater Pond.

May 15, 2019 (Public Works Comm Mtg)

- The State will reimburse the Village 65.5% of the engineering and construction costs up to a maximum of \$16,950 for engineering and \$118,050 for construction.
- Total estimated cost for engineering (\$33,900) and construction (\$357,764) is \$391,664.
- McMahon Engineers and Architects will complete the plans, obtain permits and help oversee construction of the pond.
- Construction of the pond is anticipated to be completed by fall of next year.
- Explained how this helps meet the overall DNR stormwater regulations.

Discussion only, no action required.

ADJOURNMENT

Beyler / Rafter moved to adjourn at 6:31 p.m. Motion carried.

Minutes submitted by Debbie Baenen, Clerk-Treasurer



Sean Gehin

From: Hamilton, Rodney - DOT <Rodney.Hamilton@dot.wi.gov>
Sent: Wednesday, June 5, 2019 8:14 AM
To: Sean Gehin
Cc: Asman, Randy - DOT; Hamilton, Rodney - DOT
Subject: RE: Follow Up
Attachments: 03-02.pdf

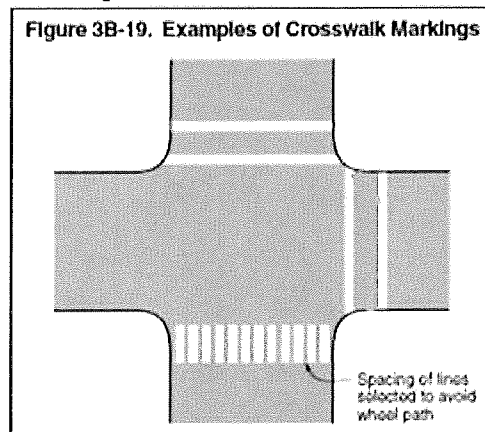
Good morning Sean.... In short WisDOT would not allow the 24 inch ladder pattern at this location. Used primarily only for midblock crossings and roundabouts.

Screen shot from the attached PDF, page 9:

Crosswalk Type Selection

There are 2 types of crosswalks that WisDOT allows as shown in Figure 3B-19 of the WISMUTCD

- Two 6" Transverse Lines at all intersections
 - Preferred method due to:
 - Reduced maintenance cost
 - Less marking area to become slippery and cause problems
 - Reserve ladder bar for the areas with safety issues
- 24" Ladder Pattern
 - Midblock crossings
 - Multi-lane roundabouts where there is a high presence of pedestrians during peak hours or a demonstrated operational or safety issue. Consult the Region Traffic Engineer and Bike/Ped Coordinator for concurrence.



Crosswalk markings *should* be placed as nearly perpendicular as possible to the direction of travel on the roadway. The following form needs to be completed to permit a municipality to install and maintain a crosswalk DT2136. A signed copy of the permit **shall** be sent to the local unit of government and a copy **shall** be filed in the Region office.

Screen shot of location for reference:

Symbols **shall** conform to the SDD15C7 sheet a and **shall** only be used when the following criteria applies:

- At a site with a documented safety problem.
- Supplement to regulatory signage.
- At the discretion of the regional traffic engineer.

Chevron/Diagonal Markings

Chevron/Diagonal markings provide added emphasis to the neutral area of the gore. Chevron markings *may* be applied at gores. Refer to the FDM SDD 15C 31 sheet a and b

Stop Lines

Stop lines indicate where vehicles are required to stop at intersections. Stop lines are not required at all intersections, but *may* be desired if:

- An approach to a signalized intersection where detection is installed and stopping at a certain point *may* enhance the operation.
- Intersection approaches with unusual geometrics such as large skew angles or non-symmetric approaches.
- Complex multilane approaches.
- An approach to an intersection with the STOP sign installed well in advance of the desired stopping point because of curb radii.
- In advance of a marked or unmarked crosswalk with significant pedestrian volumes.

For placement of stop lines refer to SDD 15C33. If the stop lines are required by the department, the Department will maintain the markings. All other stop lines and crosswalks *may* be marked by contract at the request of the municipality with the understanding that the local agency assumes responsibility for the maintenance.

Crosswalks

Crosswalks mark the path at which pedestrians *should* cross the roadway by delineating paths on approaches to and within signalized intersections, and on approaches to other intersections where traffic stops. As a secondary purpose, crosswalk markings *may* also serve to alert drivers of a pedestrian crossing point without signal or stop control. At non-intersection locations, crosswalk markings legally establish the crosswalk.

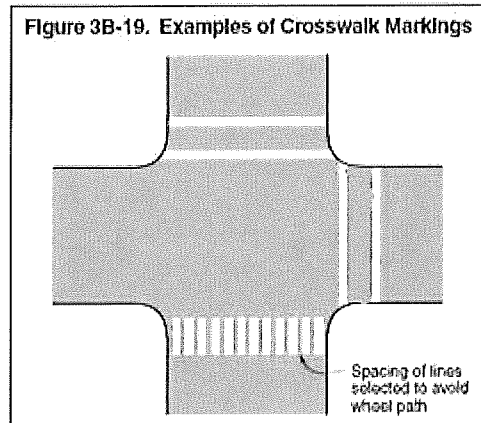
The Department policy for installation of crosswalks is as follows:

- Crosswalk markings *should* be installed at signalized intersections where pedestrian signal indications are present and at locations where there is a signed school crossing.
- Crosswalk markings *should not* be installed at non-intersection, mid-block locations or urban locations where posted speed limits are 45 MPH or more, unless traffic controls (all-way stop, signal, roundabout) or crossing enhancements (curb bump outs, median divider island, etc.) are present.
- Non-intersection crosswalk markings **shall not** be permitted at rural locations with a posted speed limit of 45 MPH or more. Exceptions *may* include trail crossings where advance warning signs are present.
- A permit for crosswalk markings *should not* be approved if a sidewalk or trail approach and/or ADA-compliant curb ramps (where there is curb) do not currently exist or are planned outside the roadway limits on both sides of the crosswalk approach. Per approval of the Region Traffic Engineer, the local government *may* be permitted to maintain existing crosswalk markings without sidewalk and/or ADA-compliant curb ramps as long as the local unit of government agrees to become compliant with the next highway project (regardless of sidewalk or curb work) or local sidewalk project.
- A permit for crosswalk markings **shall not** be approved unless parking is prohibited within 15 feet of the near limits of the crosswalk, as referenced in Wisconsin State Statute 346.53(5).

Crosswalk Type Selection

There are 2 types of crosswalks that WisDOT allows as shown in Figure 3B-19 of the WISMUTCD

- Two 6" Transverse Lines at all intersections
 - Preferred method due to:
 - Reduced maintenance cost
 - Less marking area to become slippery and cause problems
 - Reserve ladder bar for the areas with safety issues
- 24" Ladder Pattern
 - Midblock crossings
 - Multi-lane roundabouts where there is a high presence of pedestrians during peak hours or a demonstrated operational or safety issue. Consult the Region Traffic Engineer and Bike/Ped Coordinator for concurrence.



Crosswalk markings *should* be placed as nearly perpendicular as possible to the direction of travel on the roadway. The following form needs to be completed to permit a municipality to install and maintain a crosswalk DT2136. A signed copy of the permit **shall** be sent to the local unit of government and a copy **shall** be filed in the Region office.

Special Marking Treatments for Crosswalks

FHWA has published an official WISMUTCD Ruling, dated August 15, 2013 that allows subdued-colored aesthetic pavement treatments between legally marked transverse crosswalk lines. However, the following criteria **shall** apply:

- The colored pavement treatment **shall not** be made of retroreflective material.
- Transverse crosswalk lines **shall** delineate the edges of the crosswalk and **shall** be 2-6" white transverse lines.
- Examples of acceptable aesthetic pavement treatments include brick lattice patterns, paving bricks, paving stones, cobbles or other types of paving. All treatments cannot impede wheelchair pedestrians.
- Examples of acceptable colors for aesthetic pavement treatments are red, rust, brown, burgundy, clay, tan or similar earth tone equivalents.

Aerial Enforcement and Vascar Enforcement Bars

Aerial and Vascar Enforcement Bars are transverse markings placed on the roadway to assist law enforcement agencies in the enforcement of speed regulations. These markings are a series of two to five bars with a center-to-center spacing of 660 ft. and **shall** conform to the SDD15C14.

- Aerial –These lines are utilized by airplane to determine vehicle speeds from the air.
- VASCAR (Visual Average Speed Computer and Recorder) – These lines are utilized at ground locations for speed monitoring and verification of distance traveled.

Wisconsin State Patrol is the authority on these markings in cooperation with the Division of Transportation System Development to determine the quantity and locations of these markings for the use on state trunk system. Wisconsin State Patrol will notify the Regional traffic office for new locations that are needed or those that need to be remarked. Actual marking of the lines will be done by the Special Marking Contractor

**INTERMUNICIPAL AGREEMENT
FOR RECIPROCAL AID
INCLUDING SHARING OF EQUIPMENT AND SERVICES**

This Agreement is made this _____ day of _____, 20____ by and between the parties signatory to this agreement being municipalities of the State of Wisconsin as defined by Wis. Stat. §66.0301 and individually referred to herein as “party” and collectively “parties”.

WHEREAS, the parties each have and maintain various departments within their respective jurisdictions that have and use multiple types of equipment and personnel trained in the use of such equipment; and

WHEREAS, from time to time it may become necessary for one party to request assistance from another party for the use of such equipment, provision of such services, personnel or combination thereof (hereafter collectively “reciprocal aid” or “aid”); and

WHEREAS, Wis. Stat. §66.0301, authorizes intergovernmental agreements between municipalities for the receipt or furnishing of reciprocal aid.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the above parties agree as follows:

A. PROVISION OF RECIPROCAL AID

From time to time, each party shall furnish reciprocal aid when deemed necessary, for the purpose of assisting the requesting party within its territorial jurisdiction, under the terms and conditions provided in this Agreement. It is the intent of this Agreement to address sporadic, temporary, and at times, spontaneous sharing of equipment or personnel. As such, the parties agree any agreement regarding reimbursement for providing such aid shall be addressed

by separate agreement either in existence at the time this Agreement, or entered in the future.

The parties acknowledge agree that the provisions set forth in this Agreement shall not supercede any existing agreements between the parties unless specifically identified herein.

B. REQUEST AND PROVISION OF AID

Requests for, and assents to, aid shall be made by and to the official in charge of the department with jurisdiction over the equipment and/or personnel their respective designee.

Reciprocal aid shall be furnished on the following conditions:

1. Upon receiving a request for reciprocal aid, the designated official in charge of the requested equipment and/or personnel shall make a good-faith decision whether such resources can be temporarily deployed without significant disruption to Owner's operations. If deployment of aid is feasible, then the aid shall be provided as specified in this Agreement. The official or designee may subsequently withdraw the deployed aid when warranted by occurrences in the Owner's jurisdiction.
2. The party receiving aid shall hold harmless, defend and indemnify the party providing aid from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the aid provided, the failure to furnish adequate services to the requesting party, whether such failure arises from the Owner's failure or refusal to respond to a request for aid, or from the recall of previously deployed aid provided or to be provided under this Agreement, except as otherwise provided herein. This obligation shall survive the termination of this Agreement.

3. Each party, as receiving party, agrees to hold harmless, defend and indemnify the providing party from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the provision of aid upon a request for reciprocal aid under this Agreement or upon a request for assistance with non-reciprocal equipment and/or personnel, whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the providing party's intentional tort, malicious act or willful act. This obligation shall survive the termination of this Agreement.
4. Notwithstanding any other provision of this agreement, nothing contained herein is intended to waive or estop either party or their insurers to rely upon the limitations, defenses and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.
5. In the event one party receives notice of claim relating in any way to the subject matter of this Agreement, such party shall promptly notify the other party(ies) in writing of such claim.
6. While performing duties under this Agreement outside the jurisdiction of the providing municipality, personnel shall remain employees of the providing party, and shall not be considered employees of the party requesting aid. The

parties agree that their respective personnel performing duties under this Agreement in the jurisdiction of the other party shall be subject to the general supervision and direction of the requesting party during the period aid is being given.

7. The receiving party agrees that if equipment is damaged except for normal wear and tear at any time while in the custody and control of the requesting party, regardless of cause, it will be repaired or replaced by the owner(providing party) at the requesting party's expense as soon as practicable and at no cost to the providing party(owner). Repairs shall only be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the providing party shall be entitled to payment from the requesting party in an amount equal to the depreciated value of the equipment immediately prior to the same being damaged beyond repair, as determined by an independent appraiser or upon agreement of the parties.
8. **Termination.** Either party may terminate this Agreement upon a material breach of the provisions hereof by the other party, upon ten (10) days written notice to cure being provided to the breaching party. A material breach shall be defined as a breach that strikes so deeply at the heart of the contract that it renders the Agreement "irreparably broken" and defeats the purpose of the making of the contract in the first place. If the breaching party fails to cure the breach within the specified period or any reasonable extension thereof upon agreement of the parties, then the non-breaching party may terminate this Agreement forthwith. In addition, either party may terminate this Agreement

without cause upon thirty (30) days written notice to the other party. Notices under this Agreement shall be in writing and served on the City Clerk by registered mail, return receipt requested, or by personal service.

9. **Status of Parties to Agreement.** In the performance of this Agreement, the parties to this Agreement shall be considered to be independent contractors and shall have no other relationship whatsoever under this Agreement. Nothing in this Agreement shall be construed to provide or grant jurisdiction to either party over the personnel of the other party, excepting direction of activities for the equipment and personnel provided hereunder.

C. NO ASSIGNMENT.

This Agreement shall bind the parties and their respective successors by operation of law but shall not be otherwise assignable by either without the written consent of the other.

D. TERM.

This Agreement shall be in force and effect from the date first stated above until termination is provided herein.

E. NO DISCRIMINATION.

During the term of this Agreement, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

F. CONTROLLING LAW.

This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

G. ENTIRE AGREEMENT.

This Agreement constitutes the parties' complete agreement and may only be modified, amended, or added after the date this Agreement by a written instrument executed by both parties, except as otherwise provided herein.

H. SEVERABILITY.

If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

I. COUNTERPARTS.

This agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Brown County, Wisconsin on the date first stated above.

Municipality: _____ by: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Official of the above is authorized to enter into this
binding agreement

CITY OF DE PERE by: _____

By: _____ By: _____

Approved as to form:
