

AGENDA
PUBLIC WORK'S COMMITTEE MEETING
Wednesday, September 15th, 2021
5:30 P.M., Allouez Village Hall

1. MODIFY/ADOPT AGENDA
2. APPROVE MINUTES from the July 14th, 2021 meeting
3. ANNOUNCEMENTS
 - a. Libal Street Public Informational Meeting on September 22nd from 5:30 pm – 7:30 pm at the Village Hall
 - b. Major Utility Permit – TDS Broadband Installation
4. PUBLIC APPEARANCES

OLD BUSINESS:

5. DISCUSSION/ACTION: BROWN COUNTY SOLID WASTE AGREEMENT (DPW Gehin).

NEW BUSINESS:

6. DISCUSSION/ACTION: 2022 WEBSTER AVE. CONCRETE PAVEMENT AND SIDEWALK REPAIR PROJECT (ROSELAWN BLVD. TO ALLOUEZ AVE.) (DPW Gehin).

DISCUSSION/REPORT:

7. DISCUSSION: EPA DRINKING WATER RISK & RESILIENCY ASSESSMENT (DPW Gehin)
8. DISCUSSION: CONDITION OF THE WEBSTER AVE. UTILITIES (DPW Gehin).
 - a. Emergency Repair of Sanitary Sewer (500 ft)
 - b. Televising and Assessment of Sanitary and Storm Sewer
9. DISCUSSION: HIRING OF A SPECIAL EQUIPMENT OPERATOR (DPW Gehin)
10. DISCUSSION: 2021 CONSTRUCTION PROJECT UPDATE (DPW Gehin).
11. 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.

PUBLIC WORK'S COMMITTEE MEETING

Wednesday July 14, 2021

5:30 P.M., Allouez Village Hall

Present: Rafter, Genrich, Beyler, Collison

Also present: Gehin, Lange

Excused: Green

In the absence of Chairperson Green the meeting was called to order by Rafter at 5:47 p.m. Rafter/Beyler nominated Rafter to chair the meeting. Motion carried.

MODIFY/ADOPT AGENDA

Genrich/Beyler moved to adopt the agenda as presented. Motion carried.

APPROVE MINUTES FROM THE June 14th, 2021 MEETING

Rafter/Genrich moved to approve minutes dated June 14, 2021. Motion carried.

PUBLIC APPEARANCES:

- None

DISCUSSION/ACTION: LEBRUN JOINT YARD WASTE SITE FEASIBILITY STUDY

Rafter - gave an overview of the proposed feasibility study. The City of De Pere has paid for the study and explained it was our duty to look at possible joint projects with neighboring communities to determine if a project is in the best interest of Allouez. The Village has jointly purchased equipment and been involved in other projects with our neighboring communities.

Beyler/Collison moved to suspend the rules to gain public input. Motion carried.

Mark Boland, 826 McCastlen St.

- Proposal will increase traffic, noise and smell.
- Village operations start too early in morning, can clean up start in the afternoon?

Resident, 848 East River Dr

- Smells after it rains, loud machinery, increased traffic and dust.
- Tentative sidewalk is too small.
- Good idea to put in a condo instead of the yard waste site.

Steve Elsner, 820 East River Dr, Unit B

- Traffic is bad when leaving their driveway.
- How many vehicles can LeBrun handle before we have to redo the road?
- Will there be parking on LeBrun, security, be gated and supervised (who's paying for the extra man power)
- Charge money for the lawn clippings, might deter people to bag their own lawn clippings.

Claudia Elsner, 840 East River Dr, Unit B

- Concerned about property value and pedestrian crossing from East River Dr to the park.
- De Pere or Ledgeview have more room for a yard waste site.
- Hoffman and LeBrun already filled with many children.

Jeff Metzler, 322 Longview Avenue

- Concerned with traffic volume.
- Open LeBrun back up (where it's barricaded).
- What will we be doing with the wood chips?

Samantha Wagner, 826 Ontonagon Court

- Not safe with all the children walking and playing on East River Dr even if sidewalks were to go in.
- Suggested having the yardwaste site in Ledgeview.

Beyler/Collison moved to pick up the rules and return to regular order. Motion carried.

- Lange provided a brief history of what transpired at LeBrun and discussed the possibility of adding sidewalks to East River Drive.

Gehin:

- The main purpose of the study was to determine if there was enough space at the current site to support an expanded joint residential yardwaste site with De Pere and Ledgeview and at the same time continue to provide ample operational and storage space to the Village Public Works and Park's Department.
- It is estimated that a 3.5 acre yardwaste site will be required, consisting of a residential drop off (1.3 ac) and storage area (2.0 ac).
- The feasibility study included a wetland delineation, topographic survey, floodplain mapping, conceptual plans, cost estimates, traffic projections and an evaluation of sidewalk along LeBrun Road.
- Gehin gave a brief overview of the findings and discussed the pros & cons from the Lebrun Joint Yardwaste Site Feasibility Study.
- The cost to expand and improve the site is estimated at \$900,000. If the project is approved, the City of De Pere and Town of Ledgeview have indicated a willingness to fund the site improvements. The cost to construct the sidewalk along the south side of LeBrun Road is estimated at \$150,000. This expense would be shared amongst the communities if the project moves forward.
- In addition, he summarized emails received from Allouez and De Pere residents regarding the joint yardwaste site:
 - o Gary Emmers, 800-D East River Drive, concerned about the safety of pedestrians using LeBrun Street with the projected increase in traffic associated with joint site.
 - o Danyelle Pierquet, 811 McCastlen St., does not support the proposal, in her opinion proposed site is not a good fit for the existing land use in the area.
 - o Jeremiah Pierquet, 811 McCastlen St., not in favor of the project, adjacent roadways already have too much traffic and has witnessed too many close calls between traffic and pedestrians. Proposal will increase traffic, noise and smell.
 - o Cora Haltaufderheid, 3962 Presque Isle Ct, opposed to the project, project will have a negative impact to the surrounding park and residential properties.

Genrich/Beyler moved to table discussion of the Lebrun Yard Waste Site Expansion for further review.

Substitute motion by Rafter/Collison to recommend to the Village Board not to proceed with the Lebrun Yard Waste Site expansion. Motion carried.

DISCUSSION/ACTION: DOTY SRTS PRELIMINARY PLAN

Gehin:

- Provided an overview of the Doty Safe Routes to School Preliminary plans.
- Plan includes a 5-foot concrete sidewalk with 6-foot terrace (back of curb to sidewalk) along the north side of Longview Avenue from Doty Elementary School, east to East River Drive, as well as a sidewalk along the west side of East River Drive from Lebrun north to Hoffman Road.
- The construction of the sidewalk will take place in the street right-of-way.

- Realignment of the Longview Avenue trail necessary to better align with the proposed curb ramp located at the northwest corner of East River Dr. and Longview Ave. The existing curbed radiuses at the east leg of the intersection to be removed as part of the project.
- The proposed sidewalk at 3840-3842 East River Drive to be shifted closer to the road to avoid impacting 3 maple trees.
- There are 14 trees in conflict with the sidewalk construction and will need to be removed. A majority of trees to be removed are ash and or a tree species of less than desirable quality.
- In total 14 temporary limited easements (TLEs) and 2 permanent limited easements (PLEs) are proposed to be purchased for the project:
 - o The TLE's are needed for grading purposes to provide a gentle transition behind sidewalk at driveways and at landscaping areas.
 - o The two PLE's are required for the relocation of an existing yard drain near the intersection of East Briar Lane and East River Drive.
- Gehin recommended approval of the preliminary plans.

Beyler/Collison moved to recommend to the Village Board approval of the Doty SRTS preliminary plans. Motion carried.

DISCUSSION/ACTION: DOTY SRTS REAL ESTATE ACQUISITION

Gehin:

- In total 14 temporary limited easements and 2 permanent limited easements are proposed to be acquired for the project.
- The location and limits of the PLE's and TLE's are shown on the provided plat and TLE exhibits.

Genrich/Beyler moved to recommend to the Village Board the TLEs and PLEs as presented by Gehin. Motion carried.

DISCUSSION/ACTION: DOTY SRTS NOMINAL OFFER FOR PURCHASE OF REAL ESTATE (EASEMENTS)

Gehin:

- Recommended to set a nominal offer to affected property owners in the amount of \$200 for the acquisition of real estate (TLEs and PLEs) in an effort to expedite and simplify acquisition.
- Nominal payment would match amount provided to those impacted by the Webster SRTS project.

Genrich/Rafter moved to recommend to the Village Board a nominal offer for the purchase of TLEs and PLEs in the amount of \$200. Motion carried.

DISCUSSION: AMERICAN RESCUE PLAN ACT OF 2021

Lange gave an update on the ARPA funds the Village is set to receive - \$1.4 million and ideas for how the funds could be allocated are being gathered. The Village is in no hurry to expend the funds. More information will be brought back at a later date.

DISCUSSION: 2021 CONSTRUCTION PROJECT UPDATE

- Gehin provided an update on 2021 construction projects.

ADJOURNMENT

Genrich/Collison moved to adjourn at 7:25 p.m. Motion carried.

Minutes provided by Michelle Mahlik, Brad Lange and Sean Gehin

For release: September 8, 2021

For more information, contact:

Sean Gehin, Village of Allouez Director of Public Works
920.448.2802

Public meeting for Libal Street Improvement Project in Allouez

Meeting to focus on introducing the proposed project and listening to comments, concerns, or suggestions.

The Village of Allouez is conducting a public involvement meeting to discuss proposed improvements for the reconstruction of Libal Street between Wisconsin Highway (WIS) 172 and Kalb Avenue.

The meeting is scheduled for **Wednesday, September 22, 2021, from 5:30 P.M. to 7:30 P.M., in the Village Hall Board Room.** 1900 Libal Street, Allouez. The objective of this meeting is to introduce the proposed project and listen to comments, concerns, or suggestions.

The proposed project will reconstruct Libal Street from WIS 172 to Allouez Avenue and replace the existing pavement from Allouez Avenue to Kalb Avenue. The preliminary design of the reconstruction section from WIS 172 to Allouez Avenue will investigate options for roadway widths, bike lanes, parking, and sidewalks. New storm sewer will be constructed in this section. New sidewalk is proposed between Greene Avenue and Allouez Avenue on the west side of Libal Street. The pavement replacement section from Allouez Avenue to Kalb Avenue will construct a new asphalt pavement while maintaining the existing curb and gutter and existing sidewalk. Existing curb and gutter and sidewalk in poor condition will be replaced as necessary. New sidewalk is proposed north of Beaupre Street to Kalb Avenue on the east side of Libal Street. The existing storm sewer will be reviewed and spot repairs completed as necessary. The project is anticipated to begin construction as early as 2024.

Adjacent property owners are encouraged to attend the meeting. Citizens who are deaf or hard of hearing and require an interpreter may request one by contacting Sean Gehin at least three working days prior to the meeting.

In the coming weeks please visit <https://www.villageofallouez.com/libal-street-improvement-project/> for project information, including displays that will be shown at the public involvement meeting. Also, we encourage you to share this information with others that may be affected or have an interest in this project.

-end-

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

09/15/2021

RENEWAL OF THE BROWN COUNTY SOLID WASTE AGREEMENT

The construction of the South landfill by Brown County in the Town of Holland is expected to be completed and in operation in 2022. The construction of the landfill along with ancillary facilities and acquisition of equipment is estimated at \$20 million. When the landfill opens in 2022, the communities making up the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (BOW) will begin hauling and disposing solid waste at the new facility. The current BOW landfill in use is the Outagamie County Northeast Landfill which is expected to be full by the end of 2023. The expected life expectancy of the South landfill is 16 to 18 years.

With the opening of the South landfill in 2022, the Brown County Port and Resource Recovery Department is seeking to renew the Solid Waste Management Services Agreements with the Brown County municipalities. The current agreement was adopted in 2012. By doing so it is Brown County's intent to continue to provide long-term environmentally sound solid waste management at a low cost.

To pay for the new landfill, Brown County is estimating an \$8/ton increase in the tipping fees for municipal customers. This initial cost increase does not include annual consumer price index (CPI) increases. A rate stabilization fund established by the existing Brown County Solid Waste Agreement in the amount of \$1.1 million will be used by the County to allow for an incremental increase to the municipal tipping rate over a 5-year period beginning in 2022. See Attachment #2 of the Proposed Agreement. The municipal tipping rates per ton with yearly consumer price index increases are estimated as follows:

- 2021 - \$43.84— Approved Rate
- 2022 - \$47.82
- 2023 - \$49.82
- 2024 - \$51.82
- 2025 - \$53.82
- 2026 - \$55.82

On an annual average basis, the Village hauls approximately 4200 tons of solid waste to the Brown County transfer station. The incremental rate increases estimated above will result in a \$17,000 increase in 2022 and yearly increases of \$8400 per year thereafter through 2026. However fortunately, due to recent favorable recycling markets, the proposed cost increase in 2022 is projected to be offset by the revenue generated by the disposal of recyclables. In August the Village received \$75/ton for its recyclable goods. On a monthly average basis, the Village collects and hauls approximately 100 tons recyclables to the mixed recycling facility (MRF).

The Brown County Solid Waste Agreement has been reviewed and vetted by attorneys at the City of Green Bay and De Pere. On the 19th of October the Brown County Port and Resource Recovery staff will be providing a presentation to the Village Board on the agreement. Approval of the agreement by the County Board is expected to take place on the 20th of October.

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and _____ ("Municipality"). Brown County and Municipality shall collectively be referred to herein as "the Parties." Capitalized terms used in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an Agreement with Municipality for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste ("Solid Waste Management Services"); and,

WHEREAS, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

WHEREAS, the Municipality wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost; and,

WHEREAS, in 1975 the Brown County Solid Waste Department (now the Brown County Port & Resource Recovery Department) and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to, sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

WHEREAS, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate; and,

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County has the legal responsibility to act as the policy making body for the Port & Resource Recovery Department and “shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management,” and therefore, Municipality can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Board; and

WHEREAS, Brown County and Municipality agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by Municipality, and to guarantee the delivery of all of Municipality’s solid waste and recycling, over which it has control as stipulated within the Municipality’s Recycling Ordinance, to Brown County for appropriate management to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and Municipality agree as follows:

1. DEFINITIONS – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. “Gate Rate” means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. “Hazardous Waste” means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. “Host Community” means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. “Host Community Agreement” means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. “Landfill” means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. “Recyclable Materials” are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. “Recycling” means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. “Responsible Unit” means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. “Plan of Operation” means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. “Preferred Rate” means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. “Solid Waste” means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. "Solid Waste Reduction Measures" means recycling or other measures taken by Municipality to reduce the amount of Solid Waste generated by the municipality.
- S. "Tipping Fee" means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- T. "Solid Waste Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- U. "Recycling Transfer Station" means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.

2. This Agreement supersedes all previous Solid Waste Management Services agreements between Municipality and the Board.

3. **TERM** – The initial term of this Agreement will be ten (10) years commencing on the date of signature by Municipality. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept all of Municipality's collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
- B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Municipality through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Municipality to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- E. Brown County will make available to Municipality certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- F. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- G. Brown County agrees to meet with Municipalities in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- H. Brown County and Municipality shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and Municipality mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Municipality. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and Municipality.
- I. In the event that Brown County, without the assistance of Municipality, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- J. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

5. MUNICIPALITY RESPONSIBILITIES –Municipality agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Municipality agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Municipality and generated by Municipality and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Municipality.
- B. Municipality will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Municipality shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Municipality to have the waste removed, transported and disposed in accordance with all applicable laws. If the Municipality does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Municipality's sole expense. Municipality is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Municipality. Municipality shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of Municipality's failure to comply with this subsection of Section Five of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Municipality or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Municipality or its 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.

- D. Municipality shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Municipality shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for Municipality.

- E. Municipality will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Municipality require delivery of all such material to Brown County.
- F. Municipality shall retain its RU status as defined by the WDNR. Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. Municipality agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at Municipality's expense.
- H. Municipality will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

6. TIPPING FEES – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Municipality for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Municipality. Furthermore, if revenues exceed the operational cost Brown County may pay Municipality a rate per ton for collected materials.

7. OPERATING DAYS AND HOURS – Brown County agrees to receive Municipality’s material at the Designated Drop-Off Locations during regular operations:

Solid Waste Transfer Station

Regular Hours:

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

Recycling Transfer Station

Regular Hours:

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Municipalities of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

Municipality may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. Municipality agrees to pay an hourly rate established by Brown County for extended hours.

8. PENALTIES –Municipality is obligated to deliver all Solid Waste and Recyclable Materials to Brown County, as provided in Section 5. In the event that Municipality diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Municipality. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. FORCE MAJEURE – Should Brown County or Municipality be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Municipality shall be excused from performing such obligations or conditions while Brown County or Municipality is so delayed or prevented

and for ten (10) days thereafter. The Director shall use best efforts to arrange for Municipality's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

10. ASSIGNMENT – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

11. DEFAULT – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

12. NOTICE – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department
2561 South Broadway
Green Bay, WI 54304

13. DAMAGES –Municipality shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Municipality's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Municipality shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

14. TERMINATION

- A. This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.
- B. Municipality may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

15. SEVERABILITY – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

16. APPLICABLE LAW – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

17. HOLD HARMLESS – Brown County agrees to defend, indemnify, save and hold harmless Municipality, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of natured in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of Municipality and reimburse Municipality for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Municipality when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Agreement by this reference.

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Attachment #2

This Attachment #2 is incorporated into and made a part of the Agreement by this reference.

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

Schedule for Utilization of the Rate Stabilization Fund

5-year TIP Fee Increase	2021	2022	2023	2024	2025	2026	Total
Estimated Annual Tonnage	85,000	85,000	85,000	85,000	85,000	85,000	
Stabilized Annual Tip Fee Increase	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 7.50
Annual CPI Increase	\$ 0.23	\$ 2.48	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 4.48
Total Annual Tip Fee Increase	\$ 0.23	\$ 3.98	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 11.98
Annual Tip Fee w/Rate Stabilization (Estimate)	\$ 43.84	\$ 47.82	\$ 49.82	\$ 51.82	\$ 53.82	\$ 55.82	
Annual Tip Fee w/o Rate Stabilization (Estimate)	\$ 43.84	\$ 51.82	\$ 52.32	\$ 55.32	\$ 55.82	\$ 56.32	
Stabilization Rate		\$ 4.00	\$ 2.50	\$ 3.50	\$ 2.00	\$ 0.50	
Rate Stabilization Fund Usage		\$ 340,000	\$ 212,500	\$ 297,500	\$ 170,000	\$ 42,500	\$ 1,062,500

Exhibit A

Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance by the Director in writing
8. Incinerator residue, unless approved in advance by the Director in writing
9. Contaminated soil, unless approved in advance by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Exhibit D

Acceptable Recyclable Material – Recycling Transfer Station

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

Exhibit E

Additional Recycling Quality Requirements

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

Exhibit F

2022 BROWN COUNTY PORT & RESOURCE RECOVERY RATES & FEES

WASTE DISPOSAL & RESOURCE RECOVERY						
					FEE	UNIT
Regular Refuse - Brown County Waste Transfer Station and South Landfill						
	Preferred Contract Rate Tipping Fee			\$47.83	Per Ton	
	Contract Rate Tipping Fee			\$50.65	Per Ton	
	Gate Rate Tipping Fee			\$53.00	Per Ton	
	Minimum Fee			\$24.00	Each Load	
	Waste Tires			\$325.00	Per Ton	
	Asbestos			*	Per Ton	
	Concrete (Landfill Only)			*	Per Ton	
	Stumps and Wood Waste (Landfill Only)			*	Per Ton	
	Shingles - Clean			\$18.00	Per Ton	
	Large Appliances (Containing Freon)			\$15.00	Per Unit	
	Large Appliances (Non-Freon Containing) & Microwaves			\$5.00	Per Unit	
	Lead Acid Batteries			\$1.00	Per Unit	
	Early/Late Delivery - Solid Waste Transfer Station			\$200.00	Per Hour	
	Truck Scale Only			\$10.00	Per Transaction	
	Safety Vests			\$5.00	Each	
Recycling - Brown County Recycling Transfer Station						
	Recycling Tipping Fee			Market Rate	Per Ton	
		Glass Recycling Fee		Mkt Rate + \$25.00	Per Ton	
	Early/Late Delivery - Recycling Transfer Station			\$200.00	Per Hour	
	Refused Material at Recycling Transfer Station			\$55.00	Per Incident	
	Truck Scale only			\$10.00	Per Transaction	
	Safety Vests			\$5.00	Each	
Hazardous Waste - Brown County Hazardous Material Recovery Facility						
	Out-of-County Household Hazardous Waste Disposal			**	Per Pound	
	Very Small Quantity Business Hazardous Waste Disposal			**	Per Pound	
	Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps			\$0.30	Per Pound	
	Fire Extinguishers			\$5.00	Each	
	Propane Cylinders (1 lb)			\$1.00	Each	
	*See w w w .Brow nCountyRecycling.org for further information, terms and definitions.					
	**Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates.					
PORT OF GREEN BAY						
					FEE	UNIT
Bay Port Dredged Material Rehandling Disposal Facility						
	Out-Of-County Dredged Sediment			\$19.61	Per Cu Yd	
	Private Dredged Sediment			\$17.61	Per Cu Yd	
	Commercial Terminal Operator Dredged Sediment			\$15.61	Per Cu Yd	
	U.S. Army Corps of Engineers			\$13.61	Per Cu Yd	
Harbor Tonnage Assessment						
	Over 400,000 Tons			\$0.030	Per Metric Ton	
	300,000-399,999 Tons			\$0.035	Per Metric Ton	
	200,000-299,999 Tons			\$0.040	Per Metric Ton	
	100,000-199,999 Tons			\$0.045	Per Metric Ton	
	99,999 Tons and Under			\$0.065	Per Metric Ton	
	Project Cargo			\$1.50	Per Ton	
	Special Projects			\$375.00	Each	
	Active Minimum			\$1,550.00	Per Year	
	Inactive Minimum			\$600.00	Per Year	

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

09/15/2021

2022 WEBSTER AVE. CONCRETE PAVEMENT AND SIDEWALK REPAIR PROJECT (ROSELAWN BLVD. TO ALLOUEZ AVE.)

As indicated in their 6-yr CIP, the County will be repairing the Webster Ave. concrete pavement from Roselawn Blvd to Allouez Ave. in 2022. Their work consists of the spot removal and replacement of defective concrete pavement (panels), replacement of defective curb and gutter and removal and replacement of the existing retaining walls mainly located along the eastside of the roadway. In most cases the retaining walls will be removed and the county will be grading back into the yards. Where the removal of an existing wall is not feasible due to landscaping, trees and grade, the County will be installing a new poured-in-place wall. The County funded project has an estimated cost of \$1.5 million.

In conjunction with the County project the Village is proposing to remove and replace defective sidewalk. South of Hwy 172 this consists of the spot replacement of defective sidewalk. North of Hwy 172 due to the overall condition of the existing sidewalk, the existing sidewalk will be removed in its entirety (both sides) and replaced to our best ability meeting ADA requirements. See the attached photos.

The cost to design and repair the sidewalk is the Village's responsibility at an estimated cost of \$350,000. It is our intent to incorporate the sidewalk work into the County project to gain economy of scale and to minimize inconveniences to Village residents and motorists.

The Village this spring had borrowed funds in the amount of \$320,000 for the project. It is anticipated that TID money will be used to fund the remaining sidewalk repair cost.

The Village of Allouez has received a proposal from raSmith in the amount of \$25,441 for the design and preparation of plans. In general, the work includes preparing an existing ground DTM based on Village-provided survey and 2-d layout of sidewalk, curb ramps, curb and driveways.

Staff Recommendation

Recommendation to the Village Board to proceed with the sidewalk repair project in conjunction with the County planned 2022 concrete pavement repair project and to accept the engineering proposal provided by raSmith in an amount not to exceed \$35,000.









THIS IS AN AGREEMENT effective as of September 7, 2021 ("Effective Date") between the Village of Allouez ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Village of Allouez Webster Avenue Sidewalk Repair ("Project").

Professional's services under this Agreement are generally identified as follows:

Design of Sidewalk Repair on Webster Avenue from Rose Lawn Boulevard to Allouez Avenue ("Services").

Client and Professional further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in Attachment A, titled Webster Avenue Sidewalk Repair Proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 Payment Procedures

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment. Other than sums withheld on a disputed invoice, due for Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment

- A. Client shall pay Professional for Services on a lump sum basis of \$25,441.40 including all labor and direct expenses charged in support of the project. The lump sum fee is based on the level-of-effort presented in Attachment B, titled Webster Avenue Sidewalk Repair Fee Breakdown. Fees will be invoiced monthly on a percent complete basis.
- B. *Additional Services:* For Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 Suspension and Termination

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 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. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:

- 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
- c. By Client, for convenience, effective upon Professional's receipt of written notice from Client
- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
- e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 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, 60 days after the date of receipt of the notice.
- C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.

5.01 *General Considerations*

A. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Professional 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. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Design Without Construction Phase Services

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

C. Opinions of Cost

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client

agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.

D. Use of Documents

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;
2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$2,000,000.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 Agreement

- A.** This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CLIENT AND PROFESSIONAL**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Village of Allouez Webster Avenue Sidewalk Repair

Client: Village of Allouez

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: _____

Print name: Brad Severson, P.E.

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: _____

Firm's Certificate No.: 1R12170

State of: Wisconsin

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

R.A. Smith, Inc.
16745 West Bluemound Road
Brookfield, WI 53005



R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

September 7, 2021

Sean J. Gehin, P.E.
Director of Public Works
Village of Allouez
1900 Libal Street
Green Bay, WI 54301

Re: Proposal for Webster Avenue Sidewalk Repair

Dear Mr. Gehin:

raSmith appreciates the opportunity to work with the Village of Allouez on the Webster Avenue sidewalk repair project. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

Processing of Village-provided Survey Data

The Village of Allouez will provide survey points and an AutoCAD .dwg drawing of existing topographical features. raSmith will process the Village-provided survey points to create an existing ground Digital Terrain Model (DTM) for use in design of sidewalk repairs and replacements from the westbound STH 172 ramps to Allouez Ave. The DTM will extend from the back of curb to the ground shots taken behind the sidewalk or on driveways.

Sidewalk Repair Design – Rose Lawn Blvd to STH 172 Eastbound Ramps

raSmith will create double plan view sheets to be inserted into Brown County's pavement repair project on CTH X for spot sidewalk repairs between Rose Lawn Blvd and the eastbound STH 172 ramps (4,275 lineal feet). The sheets will use aerial photo background, alignments, and existing right of way data provided by Brown County. No sidewalk, curb ramp, or driveway design work will be performed on this segment. The plans will note to the contractor that the Village will determine locations and extents of sidewalk repair areas during construction in this segment.

Although they may not comply with current Americans with Disabilities Act (ADA) standards, existing curb ramps and driveways will not be designed for replacement within this segment. Sidewalk, driveways, and curb ramps will not be reviewed for compliance with ADA standards.

Sidewalk Replacement Design – STH 172 Westbound Ramps to Allouez Avenue

raSmith will create double plan view sheets to be inserted into Brown County's pavement repair project on CTH X for full sidewalk replacement between the westbound STH 172 ramps and Allouez Avenue (3,585 lineal feet). No curb ramps are to be designed at the STH 172 interchange, and only the southern ramps will be designed for the Allouez Avenue intersection. The plans will show 2-dimensional drawing of sidewalk and curb ramp replacements. Curb ramps will only be designed and provided at existing curb ramp locations.

As requested by the Village, curb ramps will be designed to meet ADA standards to the maximum extent practical within the existing right of way and without replacement of adjacent pavement. The Village understands that



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Director of Public Works
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sidewalk slopes, widths, level landings, and other curb ramp parameters may not be fully compliant with ADA standards due to these restrictions. The curb ramp design will strive to improve upon the existing conditions.

At driveways, the sidewalk will need to be depressed from the current conditions to strive toward ADA compliance. Cross sectional designs will be checked to determine the extents of driveway replacement necessary, but cross section sheets will not be included in the plans.

Deliverables

raSmith will provide the following deliverables for this project:

- Existing ground DTM based on Village-provided survey data.
- 1"=40' scale double plan view sheets of proposed sidewalk repair areas between Rose Lawn Blvd and the eastbound STH 172 ramps. Plan sheets will be on Brown County sheet borders and will show County parcel mapping of property and right of way lines supplemented with Village property corners. Property addresses will be shown.
- 1"=40' double plan view sheets of proposed sidewalk replacement, curb ramps, and driveway replacements between the westbound STH 172 ramps and Allouez Avenue.
 - Design to include 2 dimensional design of sidewalk and curb ramps, as well as driveway and curb replacement areas as necessary for reconstruction of the sidewalk and curb ramps. Elevations, slopes, x/y coordinates, and station/offsets will not be provided. CAD files can be provided to the contractor for informational purposes only if requested by the awarded contractor.
 - Plan sheets will be on Brown County sheet borders and will show County parcel mapping of property and right of way lines supplemented with Village-provided property corners. Property addresses will be shown.
- Roadway typical half section for sidewalk repair and replacement areas.
- Construction detail for modified Type 1A curb ramps.
- Construction detail showing a typical driveway, including typical curb and gutter replacement limits, sidewalk thickness, typical sidewalk sloping requirements, typical driveway pavement section, and typical driveway slopes.
- A list of Wisconsin Department of Transportation (WisDOT) Standard Detail Drawings to be inserted into the Brown County pavement repair plans.
- Description of any utility poles that may need to be relocated to complete the sidewalk replacement.
- Description of inlet castings that will need to be replaced to improve curb ramp designs.
- Final quantities and construction cost estimates for sidewalk repair and replacement.

Meetings and Site Visits

raSmith will attend up to two (2) meetings as part of the project, anticipated to include the following:

- Meeting with Village of Allouez to discuss sidewalk design.
- Meeting with Village of Allouez and Brown County to discuss incorporating sidewalk plans into the



Sean J. Gehin, P.E.
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County's pavement repair project.

raSmith will attend two (2) site visits to the project to review proposed sidewalk improvements.

Extra Services

The following tasks will be considered Extra Services:

- Field survey.
- Title searches.
- Computation of existing right of way.
- Utility relocation coordination.
- Sidewalk, driveway, or curb ramp design south of STH 172.
- Design of grading for removal of existing retaining walls.
- Design of new retaining walls.
- Design of new curb ramps and crosswalks.
- Design of Rectangular Rapid Flashing Beacons (RRFBs).
- Signing or pavement marking design.
- Traffic control design.
- Bus stop design.
- Identification of encroachments.
- Identification or design of water valve adjustments.
- Submittal of proposed 3 dimensional surfaces.
- Plat, construction permits, or real estate acquisition services.
- Cross section plan sheets.
- Inspection or plan details related to inlet repair or replacements.
- Preparation of bid advertisement and letting services.
- Attendance at bid opening or preconstruction meetings.
- Construction staking.
- Construction inspection or administration.

Completion Schedule

We propose the following schedule:

- Preliminary plans for Village Review November 1, 2021
- Final plans and quantities November 24, 2021



Sean J. Gehin, P.E.
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Professional Fees

The above services will be provided for a lump sum fee of \$25,441.40, including usual and customary expenses such as mileage, printing, delivery and postage. Services will be billed each month based on the work completed. This proposal does not include any services beyond those described in the above scope of services.

Client Responsibilities/Assumptions

The following data will be provided by the Village of Allouez and Brown County. Verification of information provided by others is not part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith:

- Field survey data:
 - Ground shots for use in creating existing ground DTM.
 - Shots of any field located property corners.
 - AutoCAD .dwg of existing sidewalk and curb & gutter.
- Preparation and acquisition of construction permits for grading outside the existing right of way.
- County parcel mapping and aerial photos.

Brown County will incorporate the sidewalk repair and replacement plans and quantities into their planned pavement repair plans and bid package.

The Village of Allouez will address the design of any inlet replacements, water valve adjustments, and any other work that may be required on Village-owned facilities.

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 120 days.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. If there are any questions concerning the above or the terms as presented, please contact me.

Thank you again for your consideration of raSmith to work on your project.

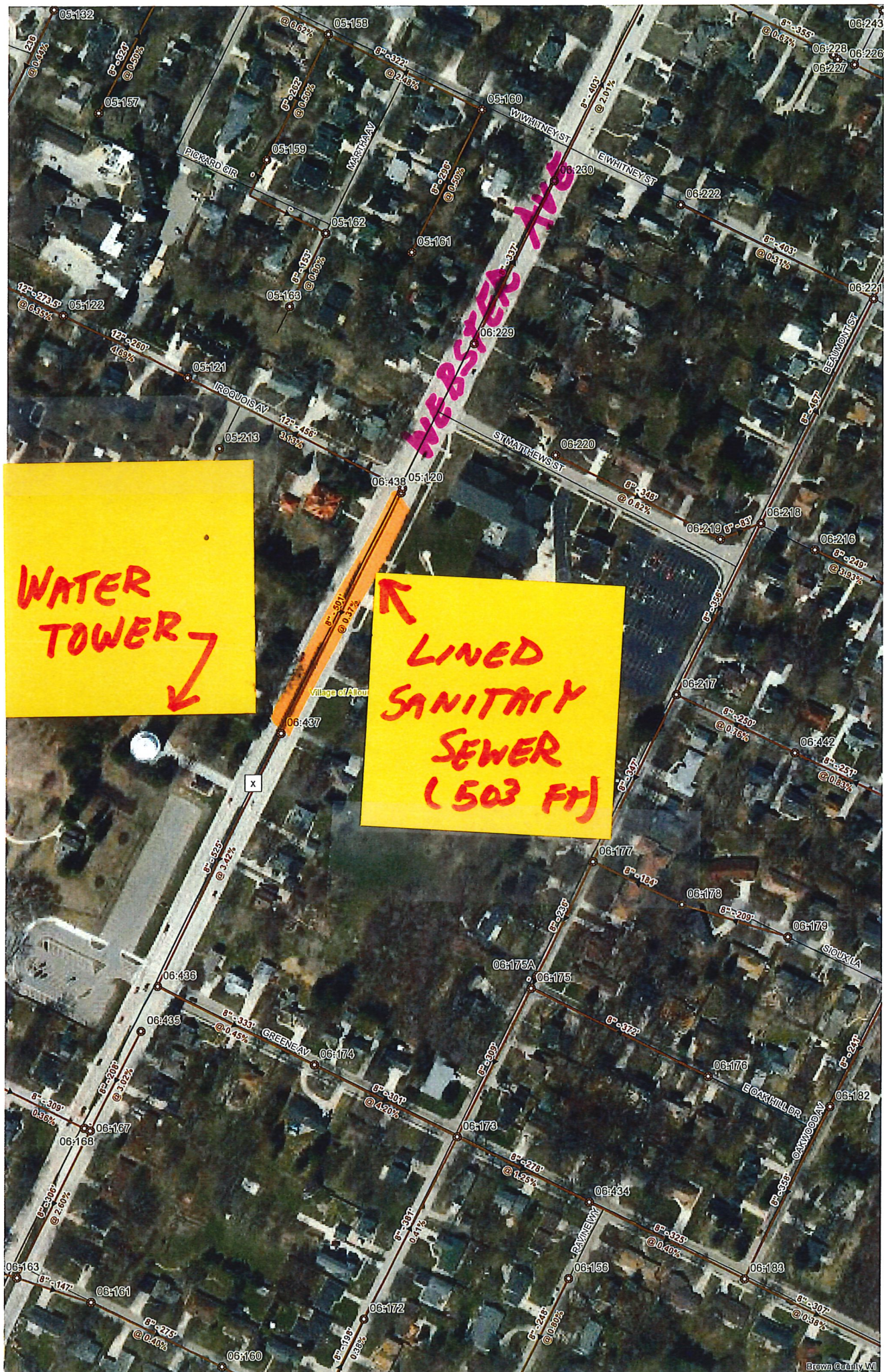
Sincerely,
raSmith

A handwritten signature in black ink, appearing to read 'Brad Severson'.

Brad Severson, P.E.
Project Manager

Enclosures: Professional Services Agreement
Fee Breakdown

Attachment B - Webster Avenue Sidewalk Repair Fee Breakdown					Hours per Task	Labor Fee per Task
Labor Task	raSmith Hours					
	Project Manager	Senior Design Engineer	Design Engineer	Technician		
Data Collection	0	0	2	2	4	\$400.00
Process Village-provided survey data	0	4	8	8	20	\$2,108.00
Curb ramp layouts (STH 172 to Allouez Ave, 24 ramps)	4	4	42	0	50	\$5,720.00
Sidewalk layout (STH 172 to Allouez Ave)	1	2	8	0	11	\$1,282.00
Driveway modeling and 2d linework	2	4	32	4	42	\$4,684.00
Typical sections, construction details	1	2	8	8	19	\$2,002.00
Plan detail sheets (Rose Lawn Blvd to STH 172)	1	1	4	6	12	\$1,255.00
Plan detail sheets (STH 172 to Allouez Ave)	2	4	8	12	26	\$2,764.00
Quantities and Estimates	1	2	4	8	15	\$1,562.00
Meetings and Site Visits	12	0	8	0	20	\$2,656.00
Project Management/Quality Control	4	2	0	0	6	\$846.00
Total	28	25	124	48	225	\$25,279.00
				Expenses		
				Reimbursable Expenses		\$162.40
						\$162.40
				Total Project Fee		\$25,441.40



Webster Ave Broken Pipe Photo #1



Webster Ave Broken Pipe Photo #2



Repaired on May 27th, 2021





Michels Pipe Services Proposal

Proposal #
Date

1
8/11/2021

This Proposal is requested for CIPP Sanitary Sewer Work Located :

S. Webster Ave (MH 06:438 to MH 06:437)

between Michels Pipe Services and

Village of Allouez

(Owner's Name)

Item #	Description	QTY	Unit	Price	Extended
	<i>Work to be Performed on Webster Ave</i>				
2	Internal Fiberglass Repair Patch Approx 15LF	1	LS	\$ 8,836.17	\$ 8,836.17
3	Temporary Bypass during Internal Repair	1	LS	\$ 3,023.82	\$ 3,023.82
4	Traffic Control For all Operations	1	LS	\$ 1,900.00	\$ 1,900.00
5	CIPP Sanitary Sewer Lining	501	LF	\$ 23.00	\$ 11,523.00
Proposal Total					\$ 25,283.00

**** Michels is not responsible for any traffic control operations for internal sewer repair or liner installation. If Michels has to perform or assist with traffic control set up or removal, Michels will be compensated by the owner at a crew hourly rate of \$440.00/Hr.

By signing on the line provided, you are approving this change order request.

Michels Pipe Services Signature

Project Owner Signature

Robert Johnson

(Signature of Owner)

ATLOUEZ DPW

(Date)

(Date)

08/11/21

Webster Avenue Sewer Televising
Sanitary and Storm Sewer
Date: 07/17/2021

Roselawn Blvd to Allouez Avenue

<u>Utility</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
Sanitary Sewer	LF	6600	\$1.00	\$6,600.00
Laterals	EA	150	\$150.00	\$22,500.00
Storm Sewer	LF	6200	\$1.00	\$6,200.00
Storm Leads	LF	2600	\$1.00	<u>\$2,600.00</u>
			SubTotal	\$37,900.00

Allouez Avenue to Village Limits

<u>Utility</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
Sanitary Sewer	LF	3100	\$1.00	\$3,100.00
Laterals	EA	75	\$150.00	\$11,250.00
Storm Sewer	LF	5500	\$1.00	\$5,500.00
Storm Leads	LF	2300	\$1.00	<u>\$2,300.00</u>
			SubTotal	\$22,150.00

Temporary Traffic Control (LS)	1	\$15,000	\$15,000
			Estimated Televising Cost \$75,050
			20% Contingency \$15,010
			<u>\$90,060</u>

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

09/15/2021

SPECIAL EQUIPMENT OPERATOR HIRE

The Public Works Department had received well over 50 applications for the open Street Dept. Special Equipment Operator position. Village staff during the weeks of August 23rd and 30th interviewed 6 candidates for the open operator position.

We are pleased to announce that Shannon J. Schornack, resident of Allouez, has accepted the position. Shannon's first day at work is anticipated to be Thursday, September 30th, contingent upon background checks and a physical.

Shannon currently works for the City of Green Bay and has experience operating equipment for Street Department duties that include the collection of garbage and recyclables, leaf and brush pickup, snow plowing, cleaning of sewer and hot asphalt patching. Shannon during his interview expressed a desire to work for the community that he lives in and to be part of the Street Department team.

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2853

Department of Public Works

2021 Construction Projects – Project Schedule

September 7, 2021

This 2021 construction season has begun in the Village of Allouez on some or all of the streets listed below:

Resurfacing Projects:

1. St Mary's Boulevard – Webster Ave to ± 1400 feet to west (#310/#311)
2. Rosemont Drive -- Arbor Ln to Webster Ave
3. Kalb Avenue – Webster Ave to Libal St
4. McCormick Street – Clay St to Irwin Ave
5. Hilltop Drive – Clay St to Delahaut St
6. East St Joseph Alley behind Associated Bank

The resurfacing projects include:

- Removal and replacement of the asphalt pavement.
- Replacement of defective concrete curb & gutter and driveway aprons
- Evaluation of the existing gravel base and replacement when needed
- Manhole & catch basin repairs
- Sanitary sewer mainline and lateral repairs on St Mary's Blvd

Reconstruction Projects:

7. Roselawn Boulevard – Riverside Dr to ± 1400 feet to east (#381/#400)
8. Beaumont Street – Greene Ave to E Mission Rd
9. Kalb Avenue – Libal St to Termini

The reconstruction projects include:

- Replacement of existing water main, sanitary and storm sewer where necessary.
- Removal and replacement of existing water, sanitary and storm sewer laterals to the property line.
- Placement of new concrete curb & gutter and driveway aprons. The existing driveway width at the property line will be matched.
- Removal and replacement of the asphalt pavement.
- Installation of new sidewalk on Beaumont Ave (west side only).
- Voluntary replacement of private side sanitary sewer lateral.

Sanitary Sewer Lining Projects:

10. St. Mary's Boulevard – Webster Ave to ± 1400 feet to west (#310/#311)
11. Roselawn Boulevard – Riverside Dr to ± 1400 feet to east (#381/#400)
12. Sioux Lane – Easement from Sioux Ln to Beaumont St

The sanitary sewer lining projects include:

- CIPP lining of existing sanitary sewer.

Sanitary Lateral Replacement Projects:

13. St. Mary's Boulevard – Webster Ave to ± 1400 feet to west (#310/#311)
14. Green Isle Park

The sanitary lateral replacement projects include:

- Replacement of existing sanitary sewer laterals by means of pipe bursting.

St Mary's Boulevard – Webster Ave to ± 1400 feet to west (#310/#311)

Resurfacing

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Mid August
- Substantial Completion Date – Mid September

Project Status:

Concrete work completed. Resurfacing to follow.

Lining:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Mid to End of May
- Substantial Completion Date – Mid June

Project Status:

Lining completed. Lateral replacement and paving to follow.

Lateral Replacement:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – End of July
- Substantial Completion Date – Mid August

Project Status:

Lateral replacements complete. Curb and paving to follow.

Rosemont Drive – Arbor Ln to Webster Ave

Resurfacing

Weather permitting the anticipated project schedule is as follows:

- Work started: 5/10/21
- Substantial Completion Date – Mid June

Project Status:

Paving and landscaping completed and to be monitored. Lawns to be mowed, by resident, as needed.

See "Turf Restoration Note" below

Kalb Street - Webster Ave to Libal St

Resurfacing:

Weather permitting the anticipated project schedule is as follows:

- Work started: 5/14/21
- Substantial Completion Date – Mid June

Project Status:

Paving and landscaping completed and to be monitored. Lawns to be mowed, by resident, as needed.

See "Turf Restoration Note" below

McCormick Street – Clay St to Irwin Ave

Resurfacing:

Weather permitting the anticipated project schedule is as follows:

- Work started – 5/19/21
- Substantial Completion Date – Early June

Project Status:

Paving and landscaping completed and to be monitored. Lawns to be mowed, by resident, as needed.

See "Turf Restoration Note" below

Hilltop Drive – Clay St to Delahaut St

Resurfacing:

Weather permitting the anticipated project schedule is as follows:

- Work started – 5/13/21
- Substantial Completion Date – Early June

Project Status:

Paving and landscaping completed and to be monitored. Lawns to be mowed, by resident, as needed.

See "Turf Restoration Note" below

East St Joseph Alley behind Associated Bank

Resurfacing:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Mid June
- Substantial Completion Date – Mid to Late June

Project Status:

Paving completed.

Roselawn Boulevard – Riverside Dr to ± 1400 feet to east (#381/#400)

Reconstruction:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – End of July
- Substantial Completion Date – Mid October

Project Status:

Utility work to end. Road excavation to follow.

Lining:

Weather permitting the anticipated project schedule is as follows:

- Work began- 5/21/21
- Substantial Completion Date – Mid June

Project Status:
Lining has been completed.

Beaumont Street – Greene Ave to E Mission Rd

Reconstruction:

Weather permitting the anticipated project schedule is as follows:

- Work started – 5/10/21
- Substantial Completion Date – End of October

Project Status:
Road excavation to begin.

Kalb Avenue – Libal St to Termini

Reconstruction:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Mid/Late August
- Substantial Completion Date – End of October

Project Status:
Utility installation to continue. Interruption to traffic patterns are to be expected.

**Residents of Kalb: Please have vehicles out of driveways by 7am.

Sioux Lane – Easement from Sioux Ln to Beaumont St

Lining:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – Mid July.
- Substantial Completion Date – End of August

Project Status:
Lining completed.

Green Isle Park

Lateral Replacement:

Weather permitting the anticipated project schedule is as follows:

- Work to Begin – TBD - September
- Substantial Completion Date – TBD - September

Project Status:
Work has not started.

Turf Restoration Note:

Weeds will be visible as the new turf begins to grow. This is a common occurrence with turf restoration and to control the weeds, the resident will need to mow on a regular basis. When properly maintained the grass will eventually choke out the weeds.

When the new blades of grass reach a height of 3-4" it is time to mow. Raise the blade on the mower a little higher than normal and begin to maintain the lawn as it was maintained in the past.

Sincerely,



Sean Gehin, P.E.
Director of Public Works
Ph. 920-448-2800, Ext. 108
Email: seang@villageofallouez.com



Jeff Piette
Engineering Technician
Ph. 920-448-2800 Ext. 122
Email: jeff@villageofallouez.com